Knox County Commission

Gina Oster, 3rd District, *Madam Chair*
Kim Frazier, At-Large Seat 11, *Vice-Chair*

Damon Rawls, 1st District
Courtney Durrett, 2nd District
Shane Jackson, 4th District
Angela Russell, 5th District
Terry Hill, 6th District
Rhonda F. Lee, Esq., 7th District
Adam Thompson, 8th District
W. Andy Fox, Esq., 9th District
Larsen Jay, At-Large Seat 10

400 West Main Street
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Knoxville, TN 37902

tel (865) 215-2534
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commission@knoxcounty.org

PRELIMINARY AGENDA FOR REVIEW

THE KNOX COUNTY COMMISSION SHALL REVIEW ITEMS FOR THE MARCH LEGISLATIVE AGENDA TO DETERMINE THE CONSENT AGENDA.

MADAM CHAIR WILL POST TO THE COMMISSION FORUM ALL ITEMS CONSIDERED TO BE NON-CONSENT. COUNTY COMMISSIONERS SHALL POST ANY ADDITIONAL ITEMS THEY WANT PULLED FROM THE CONSENT AGENDA ***NO LATER THAN WEDNESDAY, MARCH 26, 2025 AT 12:00 NOON.*** ANY ITEMS NOT POSTED ON THE FORUM WILL BE CONSIDERED ON THE CONSENT AGENDA FOR THE LEGISLATIVE AGENDA MEETING ON MONDAY, MARCH 31, 2025.

I. CALL TO ORDER/ROLL CALL (5:00 P.M.):

A. Devotional

B. Pledge of Allegiance to the Flag

C. Amendments to the Agenda

D. Education Consent Calendar

1. R-25-3-201 Consideration of a Resolution of the Commission of Knox County, Tennessee, approving an agreement with Envato Elements Pty Ltd. for an unlimited subscription to licensing digital assets at an annual cost up to $5,000.00.
   (Schools)

2. R-25-3-202 Consideration of a Resolution of the Commission of Knox County, Tennessee, approving an agreement with The University of North Carolina at Chapel Hill for KCS teacher and support team training in the TEACCH Autism Program at a cost of $19,300.00.
   (Schools)

3. R-25-3-203 Consideration of a Resolution of the Commission of Knox County, Tennessee, approving an agreement for services with Bureau of Education & Research for the provision of a training seminar for English Language Learner (ELL) staff members at a cost of $5,597.00.
(Schools)

4. R-25-3-204 Consideration of a Resolution of the Commission of Knox County, Tennessee, approving a contract with USI Consulting Group for the provision of 403b Third-Party Administrative Services for the term of March 1, 2025 through February 28, 2030, which may be extended for five (5) additional years.
(Schools)

5. R-25-3-205 Consideration of a Resolution of the Commission of Knox County, Tennessee, approving a Microsoft Campus Education Volume Subscription Licensing Agreement for the provision of Informational Technology Services for a three (3) year term at an approximate annual cost of $650,000.00.
(Schools)

6. R-25-3-206 Consideration of a Resolution of the Commission of Knox County, Tennessee, approving a Fund Balance Designation (General Purpose School Fund) in the amount of $9,970,000.00 for Science textbooks.
(Schools)

7. R-25-3-207 Consideration of a Resolution of the Commission of Knox County, Tennessee, approving a Memorandum of Understanding between Knox County, Tennessee and the Knox County Board of Education for the transfer of the former Rule High School property from Knox County and the design, construction, and operation of a new school.
(Schools)

8. R-25-3-208 Consideration of a Resolution of the Commission of Knox County, Tennessee, approving a contract with Accenture LLP for a Middle School Experience Consulting Project at a cost of $230,000.00.
(Schools)

9. R-25-3-209 Consideration of a Resolution of the Commission of Knox County, Tennessee, approving a grant agreement with The National Environmental Education Foundation (NEEF) for receipt of grant funds in the amount of $7,500.00 for South-Doyle Middle School.
(Schools)

10. R-25-3-210 Consideration of a Resolution of the Commission of Knox County, Tennessee, authorizing the acceptance of grant funds and donations for the Knox County Schools as shown on the attached list and in the total amount of $80,196.00.
(Schools)

E. General Government Consent Calendar

11. R-25-3-110 Consideration of a Resolution of the Commission of Knox County, Tennessee, reappointing Tim Hill and Joan Cronan as Directors of the Sports Authority of the County of Knox and the City of Knoxville, Tennessee. (Terms expire April 30, 2031)
(County Mayor)

12. R-25-3-111 Consideration of a Resolution of the Commission of Knox County, Tennessee, accepting the resignation of Daniel Kevin Desmond from the Knox County Golf Board and approving the Knox County Mayor's recommendation of Rock Saraceni to complete the unfulfilled term of Mr. Desmond on the Golf Board, which term expires on December 31, 2026.
(County Mayor)

13. R-25-3-301 Consideration of a Resolution of the Commission of Knox County, Tennessee, approving the AIA agreement with BarberMcMurry Architects LLC for the provision of design and engineering services for the KCSO Academy building in the amount of $409,500.00.
(Sheriff)

14. R-25-3-302 Consideration of a Resolution of the Commission of Knox County, Tennessee, approving the Sourcewell contracts with Galls, LLC for the provision of ballistic vests and uniforms.
(Sheriff)

15. R-25-3-401 Consideration of a Resolution of the Commission of Knox County, Tennessee, approving Addendum 1 in the amount of $74,776.00 to Contract No. 23-415 with WSP USA Environment & Infrastructure, Inc. for floodplain mapping updates for a total Contract cost of $1,024,396.00.
(Engineering and Public Works)

16. R-25-3-402 Consideration of a Resolution of the Commission of Knox County, Tennessee, approving a Memorandum of Understanding with Crescent Bend Development LLC, for road improvements to Ebenezer Road in the amount of $465,548.00.
(Engineering and Public Works)

17. R-25-3-403 Consideration of a Resolution of the Commission of Knox County, Tennessee, approving the necessary right-of-way, slope, and construction easement acquisitions on eleven (11) tracts for the Couch Mill/Sam Lee Road Project.
(Engineering and Public Works)

18. R-25-3-404 Consideration of a Resolution of the Commission of Knox County, Tennessee, approving the acquisition of a permanent utility and access easement on one (1) tract for the Blue Grass Lake Pump Station.
(Engineering and Public Works)

19. R-25-3-405 Consideration of a Resolution of the Commission of Knox County, Tennessee, approving a Scope and Fee Proposal from Gresham Smith for engineering services for the Tipton Station Road Intersections and Roundabout in the amount of $271,195.00.
(Engineering and Public Works)

20. R-25-3-406 Consideration of a Resolution of the Commission of Knox County, Tennessee, approving a Memorandum of Agreement between Knox County and Knoxville-Knox County Planning with Knoxville TPO to collect pavement condition data and update the existing Pavement Management System in the amount of $168,529.00. **(DEFERRED FROM FEBRUARY AT REQUEST OF SPONSOR)** *(previously Deferred from January to February at Request of Sponsor)*
(Engineering and Public Works)

21. R-25-3-408 Consideration of a Resolution of the Commission of Knox County, Tennessee, approving a Memorandum of Understanding with S&E Properties, LLC for road improvements at the intersection of Kingston Pike and Ebenezer Road. **(DEFERRED FROM FEBRUARY AT REQUEST OF SPONSOR)** *(previously Deferred from December to January and January to February at Request of Sponsor)*
(Engineering and Public Works)

22. R-25-3-409 **To Be Added** Consideration of a Resolution of the Commission of Knox County, Tennessee, approving Supplement Number 4 to the Railroad Agreement with the Tennessee Department of Transportation, CSX Transportation, Inc., and the City of Knoxville for improvements to Alcoa Highway and Topside Road. **(TO BE ADDED)**
(Engineering and Public Works)

23. R-25-3-501 Consideration of a Resolution of the Commission of Knox County, Tennessee, approving a Grant Contract with the Tennessee Emergency Management Agency (TEMA) for $373,050.00 in pass-through grant funds provided under the State Homeland Security Program of the U.S. Department of Homeland Security to provide equipment and training for first responders in Knox County and the fifteen (15) surrounding counties of Tennessee Homeland Security District 2. (No Local Match Required)
(Community Development)

24. R-25-3-502 Consideration of a Resolution of the Commission of Knox County, Tennessee, approving an Agreement with Greater Knoxville Chamber of Commerce in the amount of $36,200.00 in grant program funds to provide digital literacy access to low-income adults in underserved communities throughout Knox County. (Federally funded by the U.S. Department of Treasury SLFRF-ARP Program and passed-through State of Tennessee, Department of Economic and Community Development (TNECD). (No Local Match Required)
(Community Development)

25. R-25-3-601 Consideration of a Resolution of the Commission of Knox County, Tennessee, approving a grant contract in the amount not to exceed $1,239,250.00 with the Tennessee Department of Health for the provision of Community Health Access and Navigation in Tennessee (CHANT) Program services for the period beginning July 1, 2025 and ending June 30, 2026. (No local match required)
(Health Department)

26. R-25-3-602 Consideration of a Resolution of the Commission of Knox County, Tennessee, approving a contract with the Tennessee Department of Health for the provision of Access to the Vital Records Information Systems Management (VRISM) for issuance of Vital Records birth and death certificates for the period beginning April 15, 2025 and ending April 14, 2030.
(Health Department)

27. R-25-3-701 Consideration of a Resolution of the Commission of Knox County, Tennessee, approving a contract with Wright Contracting, Inc. for Fishing Pier upgrades to the Concord Park Fishing Piers in the amount of $384,000.00.
(Parks and Recreation)

28. R-25-3-801 **To Be Added** Consideration of a Resolution of the Commission of Knox County, Tennessee, approving an agreement with Rising Medical Solutions, LLC for the provision of Workers' Compensation Medical Bill Review Services not to exceed $65,000.00 annually. **(TO BE ADDED)**
(Risk Management)

29. R-25-3-901 Consideration of a Resolution of the Commission of Knox County, Tennessee, approving Amendment 3 to a Grant Contract with the Tennessee Department of Human Services related to IV-D Magistrate services for the Knox County Juvenile Court, which amendment increases the maximum liability of the State under the Contract by $422,156.60, increases the local match requirement by $217,474.61, and extends the term of the Contract to end June 30, 2026.
(Juvenile Court)

30. R-25-3-902 Consideration of a Resolution of the Commission of Knox County, Tennessee, to provide for various amendments to the Charter of the Knox County Audit Committee, including expanding the composition of the Audit Committee to include one (1) non-voting member of the Knox County Board of Education.
(Audit Committee)

31. R-25-3-904 **To Be Added** Consideration of a Resolution of the Commission of Knox County, Tennessee, approving a five-year lease agreement with the Town of Farragut at a starting rate of $3,000.00 per month for the Clerk and Trustee's space on the first floor of the newly renovated Farragut Town Hall. **(TO BE ADDED)**
(County Clerk and Trustee)

F. Honorary Resolutions

32. R-25-3-101 Consideration of a Resolution of the Commission of Knox County, Tennessee, honoring the members of the Class of 2025 Junior Commission Civics Education Program upon their program completion.
(Full Commission)

33. R-25-3-102 Consideration of a Resolution of the Commission of Knox County, Tennessee, honoring the Farm Bureau Women of Knox County.
(Commissioner Thompson)

34. R-25-3-103 Consideration of a Resolution of the Commission of Knox County, Tennessee, honoring Rural Metro Firefighters Engineer David Dragan and Hunter Mitchell of Engine 233 and Captain Andrew Fizzano and Thomas Kearley of Engine 234 for their heroic bravery and commendable service to Knox County in responding to the recent propane truck fire on East Emory Road.
(Commissioners Thompson and Frazier)

35. R-25-3-104 **Defer to April** Consideration of a Resolution of the Commission of Knox County, Tennessee, honoring Eddie Mannis and HonorAir Knoxville. **(DEFER TO APRIL AT REQUEST OF SPONSOR)**
(Commissioners Jackson, Rawls, Durrett, Oster, Hill, Lee, Jay and Frazier)

36. R-25-3-105 **To Be Added** Consideration of a Resolution of the Commission of Knox County, Tennessee, honoring the Vine Boys Basketball Team. **(TO BE ADDED)** *(Commissioner Rawls)*

G. Presentations

37. Presentation: Tennessee Valley Fair. *(Commissioner Thompson)*

H. Public Forum - Agenda Items Only

I. Approval of Minutes of Previous Meeting

J. Drives and Roads

38. Consideration of the Acceptance of New County Roads:

A) Cambridge Reserve Drive located in Ely Park Subdivision, Phase II, Unit 4, District 8.
B) Rose Water Lane located in Ely Park Subdivision, Phase II, Unit 4, District 8.
C) Rugged Bark Lane located in Ely Park Subdivision, Phase II, Unit 4, District 8.
D) Wager Lane located in Walkers Reserve Phase I, District 6.
E) Wavetree Drive located in Walkers Reserve Phase I, District 6.
F) Wakerly Place Lane located in The Reserve at Walkers Gate Phase II, District 6.
G) Wade Green Lane located in The Reserve at Walkers Gate Phase II, District 6.
H) Wavetree Drive located in The Reserve at Walkers Gate Phase II, District 6.
I) Conner Springs Lane located in Covered Bridge at Hardin Valley Phase 1A, District 6.
J) Covered Bridge Boulevard located in Covered Bridge at Hardin Valley Phase 1A, District 6.
K) Rustic Bridge Trail located in Covered Bridge at Hardin Valley Phase 1A, District 6.
L) King Post Trail located in Covered Bridge at Hardin Valley Phase 1A, District 6.
M) Shady Meadow Lane located in Covered Bridge at Hardin Valley Phase 1A, District 6.
N) Covered Bridge Boulevard located in Covered Bridge at Hardin Valley Phase 1B, District 6.
O) Echo Brook Lane located in Covered Bridge Phase 1C, District 6.
P) Whitetail Lane located in Covered Bridge Phase 1C, District 6.
Q) Viewcrest Lane located in Covered Bridge Phase 1C, District 6.
R) Covered Bridge Boulevard located in Covered Bridge Phase 1C, District 6.

S) Misty Mountain Circle located in Covered Bridge at Hardin Valley Phase 3, Lots 1-51, District 6.
T) King Post Trail located in Covered Bridge at Hardin Valley Phase 3, Lots 1-51, District 6.
(Engineering and Public Works)

K. Line Item Transfers

39. Line Item Transfers - Total amount of $67,000.00.
(Finance)

L. Budget Amendments

40. Budget Amendments - Total amount of $64,300.17.
(Finance)

M. Notary Public Applications

N. Spread of Record

O. General Government Resolutions (non-consent)

41. R-25-3-112 Consideration of a Resolution of the Commission of Knox County, Tennessee, appointing _____ to the Community Health Council. (Term expires March 31, 2028) *(Interviews will be conducted at the Optional Agenda Review Meeting on Monday, March 24, 2025, at 3:00 p.m.)*
(Commissioner Oster)

42. R-25-3-407 **Defer to April** Consideration of a Resolution of the Commission of Knox County, Tennessee, approving a Memorandum of Understanding with Calton Development for the installation of a signal at Bakertown Road and Schaad Road. **(DEFER TO APRIL AT REQUEST OF SPONSOR)** *(previously Deferred from February to March at Request of Sponsor).*
(Engineering and Public Works)

43. R-25-3-903 **Withdraw** Consideration of a Resolution of the Commission of Knox County, Tennessee, requesting the Tennessee General Assembly to allow Knox County to establish predictable recording fees in the Register's Office.
(WITHDRAW AT REQUEST OF SPONSOR) *(previously Deferred from January to February and February to March at Request of Sponsor)*
(Register of Deeds)

P. Ordinances on First Reading

44. O-25-3-102 **1st Reading** Consideration of an Ordinance of the Commission of Knox County, Tennessee, amending the Knox County Code, Chapter 2, Article III, Division 11 entitled "Department of Internal Audit" to provide for various amendments to said Division. (Ord. No. O-02-8-105, adopted 9-23-02, Ord. No. O-10-3-104, adopted 4-26-10, Ord. No. O-11-6-101, adopted 7-25-11, Ord. No. O-14-3-101, adopted 4-28-14, and Ord. No. O-14-12-101, adopted 1-26-15) **(FIRST READING)**
(Audit Committee)

45. O-25-3-103 **1st Reading** **To Be Added** Consideration of an Ordinance of the Commission of Knox County, Tennessee, to repeal Chapter 14, Article II of the Knox County Code relative to the Tennessee Technology Corridor Development Authority (TTCDA). (Ord. No. O-90-9-114, adopted 9-10-90 and Ord. No. O-11-5-102, adopted 6-27-11) **(FIRST READING) (TO BE ADDED)**
(Commissioners Jay and Frazier)

46. O-25-3-104 **1st Reading** **Withdraw** Consideration of an Ordinance of the Commission of Knox County, Tennessee, amending the Knox County Code, Chapter 2, Article VIII, Division 4, "Receipt and Disbursement of County Funds; Budget Procedures", to add a new Section 2-558 to provide appropriation, grant and funding contract accountability for county general funds and Chapter 58, Article III, Section 58-92, "Appropriation, Grant and Funding Contract Procedures", to amend appropriation, grant and funding contract procedures for hotel/motel tax funds. (Ord. No. O-91-11-101, adopted 1-27-92, Ord. No. O-02-6-102, adopted 7-22-02, and establishing Section 2-558, previously reserved) **(FIRST READING) (WITHDRAW AT THE REQUEST OF SPONSOR)** *(previously Deferred from February to March at Request of Sponsor)*
(Commissioner Russell)

Q. Ordinances on Second Reading

R. Public Forum - Open Topics

S. Other Business

T. Adjournment

RLA-17106 **R-25-3-201**

COMMISSION (PRELIMINARY AGENDA)

Meeting Date:	03/20/2025
Requested By:	TERRI COATNEY, KNOX COUNTY SCHOOLS
Department:	KNOX COUNTY SCHOOLS
Requires Expenditure of Funds:	YES Funded in Current Budget: YES
Appropriation Required:	NO

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, approving an agreement with Envato Elements Pty Ltd. for an unlimited subscription to licensing digital assets at an annual cost up to $5,000.00.
(Schools)

Attachments

Resolution

Agreement

Fiscal Note

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, APPROVING AN AGREEMENT WITH ENVATO ELEMENTS PTY LTD. FOR AN UNLIMITED SUBSCRIPTION TO LICENSING DIGITAL ASSETS AT AN ANNUAL COST UP TO $5,000.00.

RESOLUTION: **R-25-3-201**

REQUESTED BY: **SCHOOLS**

PREPARED BY: **KNOX COUNTY LAW DIRECTOR'S OFFICE**

APPROVED AS TO FORM AND CORRECTNESS:_____
DIRECTOR OF LAW

APPROVED:_____
DATE

VETOED:_____
DATE

VETO OVERRIDE:_____
DATE

MINUTE BOOK_____PAGE_____

WHEREAS, Knox County Schools desires to enter into an agreement with Envato Elements Pty Ltd. ("Envato") for an unlimited subscription to licensing digital assets; and

WHEREAS, the attached agreement sets forth the terms and conditions under which the services will be provided; and

WHEREAS, at its regularly scheduled meeting on March 6, 2025, the Knox County Board of Education approved the agreement with Envato in an amount up to $5,000.00 annually.

NOW THEREFORE BE IT RESOLVED BY THE COMMISSION OF KNOX COUNTY AS FOLLOWS:

The agreement with Envato for an unlimited subscription to licensing digital assets is hereby adopted and approved in substantive form as presented this date, a copy of which is attached to this Resolution and incorporated herein by reference.

BE IT FURTHER RESOLVED, the agreement with Envato for an unlimited subscription to licensing digital assets shall be executed subject to such amendment or action not affecting the substantive provisions of the contract as may be required and approved by the Knox County Law Director.

BE IT FURTHER RESOLVED, that if any notifications are to be made to effectuate this Resolution, then the County Clerk is hereby requested to forward a copy of this Resolution to the proper authority.

BE IT FURTHER RESOLVED, that this Resolution is to take effect from and after its passage, as provided by the Charter of Knox County, Tennessee, the public welfare requiring it.

_____

Presiding Officer of the Commission Date

_____

County Clerk Date

Approved:_____

County Mayor Date

Vetoed:_____

County Mayor Date

envato

ENVATO ELEMENTS ENTERPRISE ORDER FORM

By signing this Order Form, you agree to this Order Form and the License Terms (available at https://elements.envato.com/enterprise-terms) (together, the **Agreement**), as of the date last signed below (**Effective Date**). This Agreement is entered into by and between the Customer identified below and Envato Elements Pty Ltd, PO Box 16122, Collins Street West, Victoria, Australia 8007 (**Envato**)

In the event of a conflict between this Order Form and the License Terms, the Order Form shall prevail over the License Terms, to the extent of any inconsistency. All capitalized terms not defined in this Order Form have the meanings given in the License Terms.

Customer	Customer Billing Contact	Customer Notice Address
Knox County Schools, Prentice Elliott Main User: prentice.elliott@knoxschools.org	Anita Loy, anita.loy@knoxschools.org TAX ID/VAT:	505 Summer Place, Knoxville, Tennessee, 37902, United States

Payment Method	Fee instalment amount	Fee instalment frequency	Total Initial Term License Fees
Credit Card	$3,540 USD	Annual; recurring	$3,540 USD

Envato Services	Seats	Content Limit
Envato Elements	5	Unlimited

Purchase Order number reference

If you require a Purchase Order number reference to be included in invoices, please indicate below

Number:

Additional Details

Envato Enterprise Plan:

- Unlimited Assets
- Dedicated account manager
- Standard Indemnification in accordance with the License Terms
- *Notwithstanding Section 12.11, This agreement is governed by the laws in force in the state of New York, United States. Each party submits to the exclusive jurisdiction of any court exercising jurisdiction in New York, New York, and any court that may hear appeals from any of those courts, for any proceedings in connection with this Agreement.*

Executed as an agreement

ENVATO ELEMENTS PTY LTD	Knox County Schools
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

By signing this Agreement the Customer certifies that they have signatory authority and agree to the License Terms.

Skip to content

1. Service

1.1. Customer must create an account at https://elements.envato.com/ in order to access the Content. Customer acknowledges that use of the Service is subject to the Envato Privacy Policy located at https://www.envato.com/privacy/ (as may be updated from time to time).

1.2. Customer must ensure only Customer's Authorized Users access the Service and download Content. Customer is responsible for compliance with this Agreement by its Authorized Users. Customer is responsible for tracking all activity for all User Accounts and shall: (a) maintain the security of all passwords and identifications issued in connection with each User Account, (b) notify Envato immediately of any unauthorized use of any User Account or other breach of security; and (c) accept all responsibility for all activities that occur under each User Account.

1.3. Customer is permitted to download the type and volume of Content up to the specified Content Limit. Customer may only download Content intended for use during the Term and may not stockpile or otherwise store Content for use after the Term.

2. Ownership

2.1. Envato and its licensors retain all right, title and interest in the Content. Except as expressly provided by this Agreement, all rights are reserved.

2.2. Any right, title or interest arising in any compilation or derivative work created by Customer using Content shall inure to Customer solely to the extent such material is separable from the Content.

3. License and Restrictions

3.1. Content License. Subject to the restrictions contained in this Section 3, Envato grants Customer a non-exclusive, worldwide license to use, modify, perform, display, distribute, and reproduce Content, but only in order to create an End Product during the Term, and perpetually as part of an End Product (**License**). This License is transferable and sublicensable solely in the limited circumstances described in Section 3.6.

3.2. General terms applicable to all Content

a) No merchandising. Customer must not use Content where it is the primary feature or value of the End Product unless otherwise specified in the Order Form.

b) No broadcast rights. Customer must not use Content for Broadcast unless otherwise specified in the Order Form.

c) Social media use. For the avoidance of doubt, Customer's License in Section 3.1 includes use of Content on social media websites and/or applications, including Facebook, Instagram, YouTube Shorts, TikTok, Reels and X (Twitter), provided that Content is not used in the context of a Broadcast, unless otherwise specified in the Order Form.

d) Stock and builders. Customer must not (i) redistribute Content as stock, in a tool or template, or with source files, or (ii) use Content in any application allowing an end user to customize a digital or physical product to their specific needs, such as an "on demand", "made to order" or "build it yourself" application; in each case, unless otherwise specified in the Order Form.

e) No competition. Customer must not use or redistribute Content in any way that competes with Envato or the Envato Group.

f) Copies. Customer is permitted to make an unlimited number of copies of Content during the Term unless otherwise specified in this Agreement.

g) Acceptable Use. Customer must comply with Envato's Acceptable Use Policy which is located at https://elements.envato.com/acceptable-use-policy. Customer must not use Content in any unlawful manner or in any way that a reasonable person might find offensive or that would adversely affect any identifiable person or property depicted in the Content in the estimation of reasonable people generally. For clarity, this includes a prohibition on implying physical or mental infirmity, adult content, exploitation of children, hate speech, incitement of violence, harassment, defamation, fraudulent or misleading and deceptive conduct or supply of regulated goods.

h) Management. Customer must not use Content on any service that claims to acquire rights to the Content, and Customer may not claim that they are the original creator (or owner) of the Content.

i) Watermarks. Customer must not move, remove or modify any copyright management information from any Content.

j) Trademark. Customer must not apply to register a trademark or service mark that includes Content.

k) Commercial Use. Customer is permitted to use Content for Commercial Use unless otherwise stated.

3.3. Registration requirements

a) Registration per End Product. Unless otherwise specified in the Order Form, for each Single Item on the Service, Registration is required for:

i. each time a Single Item is incorporated into an End Product, and

ii. in the case of a single End Product, for each Client to whom the End Product is sublicensed.

3.4. Additional terms applicable to Tools Content

a) Installations. Customer is permitted to install Tools Content on an unlimited number of Customer-owned or controlled computers or devices and no other computers or devices.

b) Modification. Customer is not permitted to modify or make derivatives of Tools Content.

3.5. Additional terms applicable to Music Content

a) Performing Rights Organizations. Customer is responsible for obtaining any public performance licenses required in connection with Customer's use of Music Content.

b) Special rules regarding audio-only usage. Customer must not create, produce, distribute or sell audio products on CDs, downloadable files, mp3s or other audio-only product containing Music Content, other than where the audio product is a spoken word podcast, audiobook documentary or advertisement.

3.6. Limited Sublicense of Content

a) Customer is permitted to sublicense Content, excluding Tools Content, solely as follows:

i. to its Client, solely to the extent necessary for Client to make use of an End Product; and

ii. to a service provider, solely to the extent necessary to facilitate Customer's creation, distribution or promotion of End Products;

provided in each case that Customer must not permit Content to be extracted from an End Product by any sublicensee.

b) For the avoidance of doubt, Customer is not permitted to sublicense or transfer its license for Tools Content, save for web fonts which may be sublicensed in accordance with Section 3.6(a) above.

4. Payment and Reporting

4.1. Fees. Customer must pay the License Fees by the Payment Method set forth in the Order Form. Unless otherwise specified in the Order Form, payment of the License Fees is due prior to Subscription Start. Envato reserves the right to suspend Service access in the case of outstanding payment.

4.2. Late payment. Payments outstanding more than thirty (30) days after the due date for payment will incur interest at 1.5% per month (or the maximum amount permitted by law, if less).

4.3. Taxes

a) Withholding. If a deduction or withholding is required by applicable law, Customer will: withhold the legally required amount from payment and remit to the applicable taxing authority; increase the sums paid to Envato such that the amount received by Envato after the withholding tax is deducted is the full amount Envato would have received if no withholding or deduction had been made; and deliver to Envato original documentation or a certified copy evidencing such payment.

b) Sales Tax. If GST or other sales or consumption tax is payable by Envato on any supply made under this Agreement, Customer will increase the sums paid to Envato by an amount equal to such tax payable on the supply. Envato will provide a tax invoice for the supply.

5. Term and Termination

5.1. Term

a) This Agreement will be effective for an initial term of twelve (12) months from Subscription Start (**Initial Term**). Following the Initial Term, this Agreement will automatically renew for consecutive twelve (12) month periods (**Renewal Term**) unless otherwise terminated by either party.

b) Envato will

i. notify you of renewal by email at least 45 calendar days before each Renewal Term is due to occur; and

ii. will send you a further reminder notice at least 35 calendar days prior to the renewal date.

c) If you do not wish to renew this Agreement, you may terminate the Agreement by providing notice in accordance with clause 5.2(a).

5.2. Termination

a) A party may terminate this Agreement by giving notice to the other party not less than sixty (60) calendar days prior to the end of the current Initial Term or Renewal Term, and termination shall take effect at the end of the then-current Initial Term or Renewal Term.

b) Envato may terminate this Agreement for any reason by providing sixty (60) calendar days' notice at any time during the Term.

c) A party may terminate this Agreement with immediate effect if the other party is in material breach of the Agreement and fails to cure the breach within thirty (30) days after receipt of notice.

5.3. Effect of Termination

a) Access to the Service will immediately cease at termination and End Products can no longer be created.

b) Customer is liable for any accrued fees as at termination. Envato will refund your unused prepaid fees if the Agreement is terminated in accordance with Section 5.2(b).

c) All licenses granted during the Term of the Agreement shall survive expiry of the Agreement in accordance with the license grant, provided however that, if Envato terminates this Agreement for reason of non-payment or late payment of Fees, or for any other reason of non-compliance or breach of this Agreement, any rights to access the Service and/or use the Content will immediately terminate. Customer will, and will procure that its licensees, remove and delete all copies of Content and immediately cease use or exploitation of any Content.

6. Representations and Warranties

6.1 Each party represents and warrants that:

a) It has the power and authority to enter into this Agreement;

b) It is under no obligation, contractual or otherwise, that will interfere with performance of this Agreement.

7. Indemnification

7.1. Envato will indemnify Customer against any costs, damages and lawyers' fees as are finally awarded against Customer resulting from a third party claim that the use of Content by Customer infringes the Intellectual Property Rights of that third party (**Third Party Claim**) up to the Liability Limit. In order to seek indemnification under this Agreement, Customer must promptly notify Envato of any claim or threatened claim (including all relevant details). Customer shall provide any written authority required by applicable law to permit the indemnifying party's control of the defence of the claim. Envato shall have the right, but not the obligation, to have full control of the defence of the claim at Envato's own cost, provided that any settlement agreement will be subject to the Customer's prior written consent (not to be unreasonably withheld).

7.2. Customer will indemnify Envato and its Indemnified Parties from and against any liabilities, damages and costs (including reasonable attorneys' fees) arising from a third party claim in connection with the use of Content other than in accordance with the provisions of this Agreement.

7.3. If Envato suspects that Content may infringe a third party's rights, then Envato may obtain the right for you to continue using the Content at its expense. If Envato does not consider this to be commercially reasonable, Envato may terminate your use of the impacted Content and either (i) provide a similar replacement for the Content or (ii) provide a pro-rata refund of any pre-paid applicable fees.

7.4. Indemnification pursuant to this Section 7 is the sole and exclusive remedy for a party for violation of a third party's Intellectual Property Rights.

8. Limitation of Liability

8.1. To the extent permitted by applicable law, neither party will be liable to the other party in connection with or in relation to this Agreement for any loss of profits, indirect, consequential or exemplary damages.

8.2. Other than in respect of its indemnification obligations in Section 7, in no event shall Envato's total liability for all claims arising out of or in relation to this Agreement exceed the fees actually paid by you to Envato. In respect of Envato's indemnification obligations in Section 7, a total maximum cap of $10,000 shall apply to the aggregate of all Third Party Claims made in respect of a Single Item (**Liability Limit**) subject to a global limit of $100,000.

8.3. Sections 8.1 and 8.2 apply however any claim or loss is caused or arises, regardless of the theory of liability (whether in contract, tort or otherwise), and even if the claim or loss was foreseeable or a party has been advised of the possibility of such claim or loss.

8.4. Notwithstanding anything to the contrary in this Agreement, Envato shall have no liability to Customer for matters relating to: (a) the combination of Content with other content, or the context of use of the Content; (b) modification of the

Content by Customer; (c) continued allegedly infringing activity by Customer after Customer has been notified of the possible infringement; or (d) use of the Content in breach of this Agreement.

9. Disclaimer

The Service and Content are made available on an as-is basis without warranties of any kind, either express or implied, including but not limited to warranties of non-infringement, merchantability or fitness for a particular purpose.

10. Audit

10.1. Envato is committed to protecting our contributing author's work. You agree to maintain records of all usage of Content including details on Client usage. Envato reserves the right to conduct an audit of these records periodically, and for the purposes of any such audit you will (upon reasonable notice from Envato) provide access to these records. Without limiting any other remedies available under this Agreement, if Content is discovered to have been used outside of the scope of this Agreement, you will pay for the cost of the audit and remit to Envato payment for the additional usage or take down the Content at Envato's preference.

11. Definitions and interpretation

11.1. Agreement is defined above.

11.2. Authorized Users means the individuals permitted to register for use of and access the Service, the number of which is limited by the number of Seats specified in the Order Form.

11.3. Broadcast means any broadcast presentation by means of radio, free-to-air television, cable television, theatres, OTT ("over the top") service, or in theaters. As at the Effective Date, and without limiting the remainder of this definition, OTT services include Amazon, Netflix, Hulu, Disney+, Max, Youtube Premium, Peacock and do not include Facebook, YouTube, or Vimeo.

11.4. Client means a single customer to whom Customer renders design, development or digital services.

11.5. Commercial Use means any use that involves marketing, promotion, advertisements or product packaging, regardless of whether income is directly generated from the use of the relevant Content.

11.6. Commercially Endorsed means Content indicated on the Service as cleared for "Commercial Use". As at the Effective Date, this is all Content on the Elements Service.

11.7. Content means such content as is validly downloaded or sourced from the Service by Customer in compliance with this Agreement, subject to the Content Limit.

11.8. Content Limit means any limit as to type or number of Content as specified in the Order Form.

11.9. Customer is defined above.

11.10. Effective Date is defined above.

11.11. End Product means a customized implementation of a Single Item, which requires human-generated skill and effort and may include other materials such that the result is larger in scope and different in nature to the Single Item. In respect of Tools Content, End Product is the installation of the Tools Content on any Customer owned or controlled computer or device.

11.12. Initial Term is defined in Section 5.1.

11.13. Intellectual Property Rights means present and future, Australian and foreign intellectual and industrial property rights conferred by statute, at common law or in equity wherever those rights might arise, and includes copyrights (including future rights), all rights in relation to inventions, patents, trademarks, designs, circuit layouts and all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields recognized anywhere in the world, whether or not registered or capable of registration.

11.14. Indemnified Parties means Envato, any parent company, affiliate or subsidiary and its officers, employees and agents.

11.15. Music Content means any Content in the form of musical recordings, compositions or sound recordings or audio recordings.

11.16. Order Form is defined above.

11.17. Party means Envato or Customer, or both.

11.18. Payment Method is defined in the Order Form.

11.19. Registration means downloading and naming each End Product or "project" in which a Single Item will be used.

11.20. Renewal Term is defined in Section 5.1.

11.21. License Fees means the sums due for access to the Services and content, as specified in the Order Form.

11.22. Seats means the number limit on Authorized Users as specified in the Order Form.

11.23. Service means the service operated by Envato and located at https://elements.envato.com/

11.24. Single Item means one item, including all variations (such as resolution, quality, duration or file form) as designated on the Service.

11.25. Subscription means access to the Service by Customer, and **Subscription Start** means the date on which access to the Service was first made available to Customer.

11.26. Term means the Initial Term together with any Renewal Terms.

11.27. Tools Content means any Content in the form of font, installable software extension or utility designed to perform specific tasks in order to create other works and includes fonts, 3D and video software scripts, 3D and video software plug-ins, and graphics software add-ons.

11.28. User Account means any Service login or account opened by or on behalf of Customer.

12. Standard Provisions

12.1. Customer lists Customer agrees that Envato may include Customer's name and logos in Envato promotional materials, including on websites, apps and in customer lists.

12.2. Notices Where notice must be given under this Agreement, it must be given in writing and may be sent by registered post or email. A notice must be sent to the postal or email address provided in accordance with this Agreement. A party shall notify the other party of a change in postal or email address. Notices sent by email after 5pm shall be taken to have been received on the next calendar day. Notices sent by registered post shall be received on the date delivered by the carrier.

Notice details for each party are

Customer

Customer Notice Address as specified in the Order Form.

Envato

PO Box 16122, Collins Street West, Victoria, Australia 8007

legal@envato.com

12.3. Independent Contractor The parties are independent contractors under this Agreement. Nothing contained in this Agreement shall be deemed to create an employment, agency, joint venture or partnership relationship between the Parties.

12.4. Time Periods Any reference to time in this Agreement shall be a reference to time in Melbourne, Australia.

12.5. Severability If any provision of this Agreement is judged invalid or unenforceable for any reason whatsoever by a court of competent jurisdiction, such invalidity or unenforceability will not affect the operation or interpretation of any other provision of this Agreement. The invalid or unenforceable provision will be treated as severed from this Agreement.

12.6. Amendments and Waiver No amendment or modification of this agreement shall be effective unless and until signed in writing by both Parties.

12.7. Assignment Customer may not assign this Agreement or any rights, obligations or interest under this Agreement, without the prior written consent of Envato. Envato may assign this Agreement or its rights obligations or interests under it at any time.

12.8. Counterparts This Agreement may be signed in any number of counterparts. All signed counterparts taken together constitute one Agreement.

12.9. Effect of Termination The rights and obligations of the parties set forth in Section 2, 7, 8, 10, 12, and any right or obligation of the parties in this Agreement which, by its nature, should survive termination or expiration of this Agreement, will survive any such termination or expiration of this Agreement.

12.10. Currency All dollar ($) amounts specified in this Agreement are United States dollar amounts unless otherwise stated.

12.11. Choice of law

This agreement is governed by the laws in force in Victoria, Australia. Each party submits to the exclusive jurisdiction of the courts exercising jurisdiction in Victoria, Australia and any court that may hear appeals from any of those courts, for any proceedings in connection with this Agreement.

12.12. No audit or due diligence Despite anything in any other document, policy or contract (including, not not limited to, any Supplier Code of Conduct or similar document)

(a) the Customer does not have any right to audit Envato, and Envato is not obligated to assist with any audit request; and

(b) Envato is not obligated to assist in any due diligence process at the request of the Customer.

12.13. Paramountcy This Agreement prevails over any inconsistent clause in any other agreement, contract, policy or other document agreed between the parties (other than the Order Form).

12.14. Entire Agreement These License Terms together with the Order Form constitute the entire agreement between the Parties about its subject matter and supersedes all previous communications, representations,

understandings or agreements between the Parties on the subject matter.

Last Updated: August 22, 2024

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KNOX COUNTY BOARD OF EDUCATION

This Document is approved by the Knox County Board of Education on the 6th day of March, 2025 as reflected in its minutes, and certified by its Chairperson.

_____

Betsy Henderson, Chair

Date: _____

KNOX COUNTY GOVERNMENT

_____

Glenn Jacobs, Mayor

Date: _____

KNOX COUNTY LAW DEPARTMENT

CONTRACT #: 25-097

APPROVED AS TO LEGAL FORM

_____

Gary Dupler, Deputy Law Director

Date: _____

KNOX COUNTY BOARD OF EDUCATION
Agenda Item Fiscal Note

Description

Enterprise agreement with Envato Elements for video production assets.

Cost to Knox County Schools

Up to $5,000 annually

Description and Type of Funding Source

General Purpose

For Grants: Letter of Approval from the KCS Grants Department must be attached.
AS-105B (6/23)

RLA-17107 **R-25-3-202**

COMMISSION (PRELIMINARY AGENDA)

Meeting Date:	03/20/2025
Requested By:	TERRI COATNEY, KNOX COUNTY SCHOOLS
Department:	KNOX COUNTY SCHOOLS
Requires Expenditure of Funds:	YES Funded in Current Budget: YES
Appropriation Required:	NO

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, approving an agreement with The University of North Carolina at Chapel Hill for KCS teacher and support team training in the TEACCH Autism Program at a cost of $19,300.00.
(Schools)

Attachments

Resolution
Agreement
Fiscal Note

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, APPROVING AN AGREEMENT WITH THE UNIVERSITY OF NORTH CAROLINA AT CHAPEL HILL FOR KCS TEACHER AND SUPPORT TEAM TRAINING IN THE TEACCH AUTISM PROGRAM AT A COST OF $19,300.00.

RESOLUTION: **R-25-3-202**

REQUESTED BY: **SCHOOLS**

PREPARED BY: **KNOX COUNTY LAW DIRECTOR'S OFFICE**

APPROVED AS TO FORM AND CORRECTNESS:_____
DIRECTOR OF LAW

APPROVED:_____
DATE

VETOED:_____
DATE

VETO OVERRIDE:_____
DATE

MINUTE BOOK_____PAGE_____

WHEREAS, Knox County Schools desires to enter into an agreement with The University of North Carolina at Chapel Hill for KCS teacher and support team training in the TEACCH Autism Program; and

WHEREAS, the attached agreement sets forth the terms and conditions under which the services will be provided; and

WHEREAS, at its regularly scheduled meeting on March 6, 2025, the Knox County Board of Education approved the agreement with The University of North Carolina at Chapel Hill at a cost of $19,300.00.

NOW THEREFORE BE IT RESOLVED BY THE COMMISSION OF KNOX COUNTY AS FOLLOWS:

The agreement with The University of North Carolina at Chapel Hill for KCS teacher and support team training in the TEACCH Autism Program is hereby adopted and approved in substantive form as presented this date, a copy of which is attached to this Resolution and incorporated herein by reference.

BE IT FURTHER RESOLVED, the agreement with The University of North Carolina at Chapel Hill for KCS teacher and support team training in the TEACCH Autism Program shall be executed subject to such amendment or action not affecting the substantive provisions of the contract as may be required and approved by the Knox County Law Director.

BE IT FURTHER RESOLVED, that if any notifications are to be made to effectuate this Resolution, then the County Clerk is hereby requested to forward a copy of this Resolution to the proper authority.

BE IT FURTHER RESOLVED, that this Resolution is to take effect from and after its passage, as provided by the Charter of Knox County, Tennessee, the public welfare requiring it.

_____

Presiding Officer of the Commission Date

_____

County Clerk Date

Approved:_____

County Mayor Date

Vetoed:_____

County Mayor Date

STATE OF NORTH CAROLINA
COUNTY OF ORANGE

AGREEMENT BETWEEN
THE UNIVERSITY OF NORTH CAROLINA AT CHAPEL HILL
For THE TEACCH AUTISM PROGRAM (TEACCH) AND
KNOX COUNTY SCHOOLS

This Agreement (the "Agreement"), made and entered into this 1st day of April, 2025 ("Effective Date"), is by and between the University of North Carolina at Chapel Hill for its TEACCH Autism Program ("TEACCH"), within its School of Medicine, hereinafter referred to as the "UNIVERSITY" and Knox County Schools, hereinafter referred to as "CONTRACTOR". UNIVERSITY and CONTRACTOR are referred to individually as a "Party" and collectively as the "Parties".

WITNESSETH:

WHEREAS, the UNIVERSITY has established an Autism Program known as TEACCH, under the North Carolina Area Health Education Centers ("AHEC") program;

WHEREAS, with seven regional centers across the state, the TEACCH Employment Services, and the Carolina Living and Learning Center, a residential center in Pittsboro, TEACCH is a clinical, training, and research program for individuals of all ages and skill levels with autism spectrum disorders;

WHEREAS, the UNIVERSITY, through TEACCH, is able to provide identification, evaluation, education, and intervention for children and adults with autism spectrum disorder and related disorders of communication, including the provision of consultation and training to professionals to support services for children and adults with autism spectrum disorder according to standards set by the Dean of the School of Medicine;

WHEREAS, the UNIVERSITY, through TEACCH, and CONTRACTOR desire to cooperate in ongoing support of CONTRACTOR to serve children with severe learning, communication, and behavior disorders and, where appropriate, their parents (the "Services", as more fully detailed below); and

WHEREAS, performance of the activity described herein is consistent with the UNIVERSITY'S goals of research, teaching, education, and public service.

NOW, THEREFORE, in consideration of the premises and of the following mutual promises, covenants, and conditions, the UNIVERSITY and CONTRACTOR agree as follows:

1. The UNIVERSITY, through TEACCH, shall provide certain Services to CONTRACTOR as set forth in Exhibit A, Scope of Work, which is attached hereto and incorporated herein by reference, for the period of performance as specified therein during the term of this Agreement. Dates and locations for each training/consultation program will be mutually agreed upon.

2. During the term of this Agreement, CONTRACTOR will pay the UNIVERSITY, through TEACCH,

as set forth in Exhibit B, Compensation, which is attached hereto and incorporated herein by reference. UNIVERSITY will request payment by submitting an invoice to CONTRACTOR and CONTRACTOR agrees to pay all invoices for Services provided by the UNIVERSITY within 30 days of receipt. If applicable, any additional expenses incurred, such as hotel and meals to provide the agreed upon Services, will be added to the invoice.

In the event the Parties mutually agree upon a date for the UNIVERSITY to provide Services and CONTRACTOR cancels such Services within 45 days of said mutually agreed upon date, CONTRACTOR will be responsible for 50% of the full program fee as set forth in Exhibit B, in addition to all reasonable expenses incurred and any non-cancellable commitments entered into by UNIVERSITY in preparation for the Services. In the event the Parties mutually agree upon a date for the UNIVERSITY to provide Services and CONTRACTOR cancels such Services within 30 days of said mutually agreed upon date, CONTRACTOR will be responsible for 100% of the full program fee as set forth in Exhibit B, in addition to all reasonable expenses incurred and any non-cancellable commitments entered into by UNIVERSITY in preparation for the Services. UNIVERSITY shall provide CONTRACTOR with documentation of such expenses and shall avoid incurring additional expenses after receipt of written notice of cancellation.

In no event shall either Party be responsible or liable for any delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, governmental actions, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes, and interruptions, pandemics, loss or malfunction of utilities, communications, or computer (software and hardware) services.

The Materials (defined below) whether in English or translated are TEACCH copyrighted and may only be used pursuant to this Agreement. In the event TEACCH needs the CONTRACTOR to translate Materials, TEACCH will request payment in full 45 days prior to the mutually agreed upon date for Services. TEACCH will send materials upon payment and translated materials need to be returned to TEACCH at least 30 days prior to the mutually agreed upon date for services to allow time for TEACCH to format and deliver translated materials to participants prior to the training. CONTRACTOR agrees to pay all invoices for services provided by the UNIVERSITY within 30 days of receipt.

3. The Parties agree that the compensation provided herein has been determined in arm's length bargaining and is consistent with fair market value in arm's-length transactions. Furthermore, the UNIVERSITY's compensation is not and has not been determined in a manner that takes into account the volume or value of any referrals or business otherwise generated for or with respect to the UNIVERSITY or between the Parties for which payment may be made in whole or in part under Medicare or any state health care program or under any other payor program.

4. This Agreement will remain in effect for a period of one year from the Effective Date and shall be renewable from year to year thereafter upon written notice executed by both Parties. This Agreement or its renewals may be terminated at any time without penalty by either Party provided that written notice of such termination is furnished to the other Party at least 45 days prior to termination.

with a maximum term of five (5) years, CM

Notwithstanding the foregoing provision, in the event of termination by CONTRACTOR,

CONTRACTOR shall be responsible for any expenses and non-cancellable commitments reasonably incurred by TEACCH in its preparation for the Services, including the cost of airfare purchased prior to TEACCH's receipt of notice of termination.

In the event of termination by CONTRACTOR within 45 days of a mutually agreed upon date for Services, the Services shall be considered cancelled, and CONTRACTOR shall compensate the UNIVERSITY as described in Section 2 above.

In the event of termination by TEACCH, TEACCH will repay to the CONTRACTOR all fees and invoices that the CONTRACTOR paid TEACCH in advance of the training.

5. CONTRACTOR hereby agrees to comply with such nondiscrimination laws as may be applicable to it in the performance of this Agreement. The Parties agree that they shall abide by all laws, rules, and regulations applicable to the performance of their obligations set forth in this Agreement, including, without limitation, the Health Insurance Portability and Accountability Act and its implementing regulations ("HIPAA").

6. Subject to and to the extent authorized by applicable law, including without limitation the North Carolina Tort Claims Act and the Tennessee Governmental Tort Claims Act, each Party shall be solely liable for any claims, actions, demands, or damages arising out of the negligent acts or omissions of its employees and/or agents in its performance of this Agreement.

7. All materials, documents, resources, and manuals produced or developed by the UNIVERSITY in connection with the Services ("Materials") are the sole and exclusive property of the UNIVERSITY. UNIVERSITY hereby grants to CONTRACTOR a non-exclusive, royalty free license to reproduce and distribute the Materials for its own internal, educational, and non-commercial purposes. CONTRACTOR agrees not to alter the Materials without the prior written permission of TEACCH.

8. Each Party shall maintain liability insurance, or an equivalent program of self-insurance, for itself in amounts reasonably necessary to cover each Party's potential obligations in this Agreement and not less than required by law, including the North Carolina Tort Claims Act, as applicable, and adequate coverage for its employees and agents that perform services pursuant to this Agreement.

9. The person (or persons) whose Services are to be provided pursuant to this Agreement is (are) for all purposes an employee of the UNIVERSITY. The business relationship between the UNIVERSITY and CONTRACTOR shall be that of independent contractor and not employer-employee or principal-agent. Neither Party shall have the authority to legally bind the other in contract, debt, or otherwise.

10. This Agreement contains the entire understanding of all Parties and shall not be altered, amended, or modified except by an agreement in writing executed by the duly authorized officials of both Parties. This Agreement is non-assignable and non-transferable by either Party without the prior written consent of the other Party. If any provision of this Agreement is determined to be invalid, such determination shall not affect the validity of the remaining provisions. The waiver by any Party of any provision or breach of this Agreement shall not operate or be construed as a waiver of any other provision or subsequent breach. The

provisions of this Agreement that, by their sense and context, are intended to survive the expiration or termination of this Agreement shall remain in full force and effect following the expiration or termination of this Agreement.

11. Governing Law. ***Intentionally Deleted.***

IN WITNESS WHEREOF, the Parties have hereunto signed this Agreement in their official capacities on the day and year listed below.

FOR AND ON BEHALF OF:

KNOX COUNTY SCHOOLS

_____

Karen Loy
Special Education Director

Date: _____

FOR AND ON BEHALF OF:

THE UNIVERSITY OF NORTH CAROLINA AT CHAPEL HILL SCHOOL OF MEDICINE

_____

Josephine Tetteh
Director, Office of Professional Service Contracts and Affiliations

Date: _____

KNOX COUNTY BOARD OF EDUCATION

This Document is approved by the Knox County Board of Education on the 6th day of March, 2025 as reflected in its minutes, and certified by its Chairperson.

_____

Betsy Henderson, Chair

Date: _____

KNOX COUNTY GOVERNMENT

_____

Glenn Jacobs, Mayor

Date: _____

KNOX COUNTY LAW DEPARTMENT

CONTRACT #: 25-079

APPROVED AS TO LEGAL FORM

_____

Gary Dupler, Deputy Law Director

Date: 2/20/2025

EXHIBIT A
Scope of Work

The Services shall include the following:

In Person Training: In-Person Fundamentals of Structured TEACCHing on May 7-9, 2025*

** Hours of training are to be mutually agreed upon by the Parties.*

Participant Enrollment Cap: 45

Other (Described Below):

N/A

EXHIBIT B
Compensation

For the Services described in Exhibit A and in accordance with Section 2 of the Agreement, CONTRACTOR shall compensate UNIVERSITY as follows:

Personnel Costs: In-Person Fundamentals of Structured TEACCHing - $12,800.00

Non-Personnel Costs:

Miscellaneous Fees	
Meeting with Interpreters	$
Formatting Translated Materials	$
CVENT Registration	$
Travel Fees	
Contiguous United States	$1,000.00
Asia and Australia	$
South America and Alaska	$
Europe and Hawaii	$

Total of Personnel and Non-Personnel Costs: **$13,800.00**

Travel expenses incurred by TEACCH trainer(s), including but not limited to airfare, ground transportation, hotel, meals/per diem, and other miscellaneous expenses in accordance with University policy will be invoiced to the site for reimbursement to TEACCH.

Invoices shall be sent to:

Knox County Schools
Attention: Carrie Baughman
400 W. Summit Hill Drive
Knoxville, TN 37902

Payment shall be made via check to:

Payee Name: The University of North Carolina at Chapel Hill
Payee Address: TEACCH Autism Program
100 Renee Lynne Court
Carrboro, NC 27510

KCS | DR. JON RYSEWYK
Superintendent
KNOX COUNTY SCHOOLS

The TEACCH contract states that KCS will pay additional travel expenses after training Is completed.

Travel expenses will include airfare/parking, transportation to and from the airport, meals per diem, and lodging. We estimate these expenses to be around $4,000 - $5,000.

We also estimated an additional $500 in materials needed for training.

Total estimated cost:

Training: $13,800

Travel Expense: $5,000

Materials: $500

Estimated Total: $19,300

*A copy of the contract has been forwarded to procurement for review.

KNOX COUNTY BOARD OF EDUCATION
Agenda Item Fiscal Note

Description

Training will be provided by national experts to invited teachers of student with Autism. Knox County Schools support team will participate in the training as well. TEACCH is a premier center in the educational methodology for student with Autism. This training will be paid through IDEA Federal funds

Cost to Knox County Schools

$19, 300.00

Description and Type of Funding Source

IDEA Federal Funds

For Grants: Letter of Approval from the KCS Grants Department must be attached.
AS-105B (6/23)

RLA-17108 **R-25-3-203**

COMMISSION (PRELIMINARY AGENDA)

Meeting Date:	03/20/2025
Requested By:	TERRI COATNEY, KNOX COUNTY SCHOOLS
Department:	KNOX COUNTY SCHOOLS
Requires Expenditure of Funds:	YES Funded in Current Budget: YES
Appropriation Required:	NO

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, approving an agreement for services with Bureau of Education & Research for the provision of a training seminar for English Language Learner (ELL) staff members at a cost of $5,597.00.
(Schools)

Attachments

Resolution
Agreement
Fiscal Note

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, APPROVING AN AGREEMENT FOR SERVICES WITH BUREAU OF EDUCATION & RESEARCH FOR THE PROVISION OF A TRAINING SEMINAR FOR ENGLISH LANGUAGE LEARNER (ELL) STAFF MEMBERS AT A COST OF $5,597.00.

RESOLUTION: **R-25-3-203**

REQUESTED BY: **SCHOOLS**

PREPARED BY: **KNOX COUNTY LAW DIRECTOR'S OFFICE**

APPROVED AS TO FORM AND CORRECTNESS:_____
DIRECTOR OF LAW

APPROVED:_____
DATE

VETOED:_____
DATE

VETO OVERRIDE:_____
DATE

MINUTE BOOK_____PAGE_____

WHEREAS, Knox County Schools desires to enter into an agreement with the Bureau of Education & Research for the provision of a training seminar for English Language Learner (ELL) staff members at a cost of $5,597.00; and

WHEREAS, the attached agreement sets forth the terms and conditions under which the training seminar will be conducted; and

WHEREAS, at its regularly scheduled meeting on March 6, 2025, the Knox County Board of Education approved the agreement with the Bureau of Education & Research.

NOW THEREFORE BE IT RESOLVED BY THE COMMISSION OF KNOX COUNTY AS FOLLOWS:

The agreement with the Bureau of Education & Research for the provision of a training seminar for English Language Learner (ELL) staff members is hereby adopted and approved in substantive form as presented this date, a copy of which is attached to this Resolution and incorporated herein by reference.

BE IT FURTHER RESOLVED, the agreement with the Bureau of Education & Research for the provision of a training seminar for English Language Learner (ELL) staff members shall be executed subject to such amendment or action not affecting the substantive provisions of the contract as may be required and approved by the Knox County Law Director.

BE IT FURTHER RESOLVED, that if any notifications are to be made to effectuate this Resolution, then the County Clerk is hereby requested to forward a copy of this Resolution to the proper authority.

BE IT FURTHER RESOLVED, that this Resolution is to take effect from and after its passage, as provided by the Charter of Knox County, Tennessee, the public welfare requiring it.

_____

Presiding Officer of the Commission Date

_____

County Clerk Date

Approved:_____

County Mayor Date

Vetoed:_____

County Mayor Date

AGREEMENT FOR SERVICES

AGREEMENT made this 16th day of January 2025 by and between **KNOX COUNTY SCHOOLS**, an educational institution, and **BUREAU OF EDUCATION & RESEARCH**, a Washington corporation located at 915 118th Avenue SE, Post Office Box 96068, Bellevue, Washington 98009 (hereinafter referred to as "BUREAU").

SERVICES TO BE PERFORMED

1. *Rasheeda Hardy*, consultant, will present *Helping English Learners Exit Your ELL Program: Impactful Strategies to Accelerate Student Success* for a maximum of 5 instructional hours on Thursday, June 26, 2025 for 50 educators from the educational institution identified above for a fee of $5,597.

2. A 15% non-refundable payment in the amount of $840 is required upon the signing of the contract. The final payment is due within 30 days of the date of service.

3. You may increase the number of educators in attendance for training. For each person above the number in paragraph (1), the fee will be increased by $20 per person.

4. The agreed upon fee will increase if the consultant's travel expenses increase by more than $100 from the time the contract is signed. You will be notified of any increases and will be able to withdraw from the agreement if the increased travel expenses are not acceptable. All other costs are fixed and will not change.

5. The BUREAU will provide the consultant's compensation and all travel expenses (including airfare, hotel, per diem for meals, and ground transportation) and the digital version of the handbook.

6. If the educational institution chooses to schedule any follow-up training(s) with the above-named consultant in the next 48 months, it agrees to contract such training through the BUREAU.

7. **The educational institution will provide audio-visual equipment including a lapel microphone; 10' Screen; LCD Projector; power strip and extension cord; sound system; the meeting facility; an on-site coordinator; and lunch and refreshments (i.e. water) for the consultant.**

RESCHEDULING POLICY

If the educational institution reschedules the course at any time after airfare is purchased, any change fees associated with the travel will be added to the contract fee.

CANCELLATION POLICY

If the educational institution cancels the course from the date of this contract to 30 days before the course date, an amount of 15% of the contract fee will be paid by the educational institution.

If the educational institution cancels the course from 29 days to 48 hours before the course date, an amount of 25% of the contract fee will be paid by the educational institution.

If the educational institution cancels the course with less than 48 hours prior to the expected start time of the course, the total contract fee will be paid by the educational institution.

AUTHORIZED REPRESENTATIVE
OF EDUCATIONAL INSTITUTION

By: (signature)_____

(print name)_____

(title)_____

(institution)_____

Date:_____

BUREAU OF EDUCATION & RESEARCH,
a Washington corporation

By:_____
Richard W. Herzberg, Ph D
Executive Director

Date:_____

Contract # OST4509

Bureau of Education & Research
915 118th Avenue SE • PO Box 96068 • Bellevue, WA 98009-9668
Phone (800) 735-3503 • Fax (425) 453-1134 • www.ber.org

INVOICE

January 16, 2025
Contract #: OST4509
EEHT04-KNO
Planner: Ashley Collins

Bill To:
Jennifer Long
Knox County Schools
535 Chickamauga Avenue
Knoxville, TN 37917

On-Site Training Seminar Description	**Number of Participants**	**Contract Amount**
Helping English Learners Exit Your ELL Program: Impactful Strategies to Accelerate Student Success by Rasheeda Hardy – **Thursday, June 26, 2025**	50	$5597

Non-Refundable deposit
(15% of the total contract) **$840**

Please return your payment to:

On-Site Training Department
Bureau of Education & Research, Inc
PO Box 96068
Bellevue, WA 98009-9668

KNOX COUNTY BOARD OF EDUCATION

This Document is approved by the Knox County Board of Education on the 6th day of March, 2025 as reflected in its minutes, and certified by its Chairperson.

_____

Betsy Henderson, Chair

Date: _____

KNOX COUNTY GOVERNMENT

_____

Glenn Jacobs, Mayor

Date: _____

KNOX COUNTY LAW DEPARTMENT

CONTRACT #: 25-077

APPROVED AS TO LEGAL FORM

_____

Gary Dupler, Deputy Law Director

Date: 2/20/2025

KNOX COUNTY BOARD OF EDUCATION
Agenda Item Fiscal Note

Description

The ELL Department is requesting approval for the Bureau of Education & Research to facilitate a training seminar for 50 ELL staff on June 26, 2025. This training requires a signed contract. Submitting documentation for board approval. This is being paid out of the SSIG Grant.

Cost to Knox County Schools

0

Description and Type of Funding Source

SSIG

For Grants: Letter of Approval from the KCS Grants Department must be attached.
AS-105B (6/23)

RLA-17109 **R-25-3-204**

COMMISSION (PRELIMINARY AGENDA)

Meeting Date:	03/20/2025
Requested By:	TERRI COATNEY, KNOX COUNTY SCHOOLS
Department:	KNOX COUNTY SCHOOLS
Requires Expenditure of Funds:	YES Funded in Current Budget: YES
Appropriation Required:	NO

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, approving a contract with USI Consulting Group for the provision of 403b Third-Party Administrative Services for the term of March 1, 2025 through February 28, 2030, which may be extended for five (5) additional years.
(Schools)

Attachments

Resolution
Contract
Fiscal Note

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, APPROVING A CONTRACT WITH USI CONSULTING GROUP FOR THE PROVISION OF 403b THIRD-PARTY ADMINISTRATIVE SERVICES FOR THE TERM OF MARCH 1, 2025 THROUGH FEBRUARY 28, 2030, WHICH MAY BE EXTENDED FOR FIVE (5) ADDITIONAL YEARS.

RESOLUTION: **R-25-3-204**

REQUESTED BY: **SCHOOLS**

PREPARED BY: **KNOX COUNTY LAW DIRECTOR'S OFFICE**

APPROVED AS TO FORM AND CORRECTNESS:_____
DIRECTOR OF LAW

APPROVED:_____
DATE

VETOED:_____
DATE

VETO OVERRIDE:_____
DATE

MINUTE BOOK_____PAGE_____

WHEREAS, Knox County Schools desires to have a contractor provide 403b Third-Party Administrative Services; and

WHEREAS, the Knox County Procurement Division issued a Request for Qualifications for the purpose of finding a qualified contractor to provide the 403b Third-Party Administrative Services; and

WHEREAS, the response of USI Consulting Group to the Request for Qualifications was determined to be the most responsible and responsive submittal meeting specifications accepted by Knox County and the Knox County Schools; and

WHEREAS, the proposed contract with USI Consulting Group is effective for a term beginning on March 1, 2025 and ending on February 28, 2030 and may be extended for five (5) additional years, one (1) year at a time, which may result in a total of ten (10) years; and

WHEREAS, USI Consulting Group has the necessary qualifications to provide the services for Knox County Schools.

NOW THEREFORE BE IT RESOLVED BY THE COMMISSION OF KNOX COUNTY AS FOLLOWS:

The contract with USI Consulting Group for the provision of 403b Third-Party Administrative Services is hereby adopted and approved in substantive form as presented this date, a copy of which is attached to this Resolution and incorporated herein by reference.

BE IT FURTHER RESOLVED, the contract with USI Consulting Group for the provision of 403b Third-Party Administrative Services shall be executed subject to such amendment or action not affecting the substantive provisions of the contract as may be required and approved by the Knox County Law Director.

BE IT FURTHER RESOLVED, that if any notifications are to be made to effectuate this Resolution, then the County Clerk is hereby requested to forward a copy of this Resolution to the proper authority.

BE IT FURTHER RESOLVED, that this Resolution is to take effect from and after its passage, as provided by the Charter of Knox County, Tennessee, the public welfare requiring it.

_____

Presiding Officer of the Commission Date

_____

County Clerk Date

Approved:_____

County Mayor Date

Vetoed:_____

County Mayor Date

Knox County Tennessee

and

USI Consulting Group

This Contract made and entered into between Knox County, Tennessee, hereinafter referred to as the "County" and USI Consulting Group, hereinafter referred to as "Contractor".

Whereas, the County requested qualifications for 403b Third Party Administrative Services for Knox County Government (Request for Qualifications #3608) and;

Whereas, Contractor agrees and undertakes to provide said services for the County, as set forth in the Request for Qualifications. Further, in accordance with the lawful directions of the County, the Contractor agrees in all respects to be governed by the Request for Qualifications covenants and promises contained herein, the parties hereto wish to enter into this Contract to set forth their respective rights and obligations and do mutually agree that;

Witnesseth:

1. **Term of this Contract.** This Contract commences on the 1st day of March 2025 and ends the 28th day of February 2030 unless terminated in conformity with the terms of this Contract as contained in paragraphs 5 and 6. Upon the mutual agreement of the Contractor and the County, the award may be extended for five (5) additional years, one (1) year at a time. This may result in a total of ten (10) years. The County reserves the right to purchase these goods/services from other sources if the need arises. The County reserves the right to revoke the award if a pattern of unavailability arises with the vendor.

2. **Payment.** The County shall pay Contractor the amounts as agreed upon in the County's Request for Qualifications for the 403b Third Party Administrative Services per the Contractor's response to Request for Qualifications #3608 and the negotiated cost; pursuant to all payments being subject to the County's review and approval. The Contractor shall receive, upon the need of the County, written notification to proceed. The Contractor shall pursue all work diligently until completion as directed by the County.

3. **Amendments.** Any and all amendments to the Contract shall be reviewed by the Knox County Procurement Division. The County and Contractor must mutually agree to any changes to the agreed upon fees as set out in the Contractor's response.

4. **Invoicing and reporting requirements.** Contractor shall invoice the County for the 403b Third Party Administrative Services pursuant to Request for Qualifications #3608.

5. **Termination.** The County may terminate this Contract with or without cause upon written notice of not less than thirty (30) days. Upon termination, County will pay for services satisfactorily completed but not yet invoiced. Contractor shall not perform additional work without the prior written permission of the County.

Should the Contractor fail to provide the 403b Third Party Administrative Services detailed herein, the County will communicate the problem(s) to the Contractor both verbally and in writing and keep a written record as to what the problem(s) are and when the Contractor was contacted. The Contractor shall rectify the problem within the time frame established by the County. If the same or other problems persist or reoccur, the County may terminate the Contract.

In the event Contractor intends to interrupt or discontinue service under this Contract, Contractor agrees to give the County at least ninety (90) day advance written notice of said interruption or discontinuance of service prior to interrupting or discontinuing same. Any interruption or discontinuance of service without said advance notice shall constitute a material breach of this Contract.

6. **Appropriations.** In the event no funds are appropriated by the County for these services in any fiscal year or insufficient funds exist to provide the services, then the Contract shall expire upon the expenditure of previously appropriated funds or the end of the current fiscal year, whichever occurs first, with no further obligations owed to or by either party.

7. **Independent contractor.** Contractor acknowledges that Contractor, its agents and employees serve as independent contractors and that the County shall not be in any manner responsible for any payment, insurance, or incurred liability, except as set forth in this Contract.

8. Compliance with all federal, state, and municipal laws. Contractor is assumed to be familiar with and agrees to observe and comply with all federal, state, and local laws, statutes, ordinances, and regulations in any manner affecting the provision of the Corporate Gym Memberships, and all instructions and prohibitive orders issued regarding this work and shall obtain all necessary permits.

9. Severability clause. If any provision of this Contract is declared illegal, void, or unenforceable, the remaining provisions shall not be affected but shall remain in force and in effect.

10. Prohibition against assignment. Contractor shall not assign this Contract to any party, company, partnership, incorporation, or person without prior specific written consent of the County.

11. This Contract shall be governed by the laws of the State of Tennessee both as to interpretation and performance. The Chancery Court and/or the Circuit Court of Knox County, Tennessee shall have exclusive and concurrent jurisdiction of any disputes which arise hereunder.

12. Right to inspect. The County reserves the right to make periodic inspections of the manner and means the services are performed.

13. Nondiscrimination statement. Contractor agrees that no person on the grounds of handicap, age, race, color, religion, sex, national origin, or any individual trait or characteristic found to be an illegal consideration shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract, or in the employment practices of Contractor. Contractor shall upon request show proof of such non-discrimination and shall post in conspicuous places available to all employees and applicants notices of non-discrimination.

14. Books and records. Contractor shall maintain all books, documents, accounting records and other evidence pertaining to the service under this Contract and make such materials available at their offices at all reasonable times during the contract period and for three (3) years from the date of the final payment under the Contract for inspection by the County or by any other governmental entity or agency participating in the funding of this Contract, or any authorized agents thereof; copies of said records to be furnished if requested. Such records shall not include those books, documents and accounting records that represent the Contractor's costs of manufacturing, acquiring or delivering the products and services governed by this Contract.

15. Contractor shall indemnify, defend, save and hold harmless Knox County, its officers, agents and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the agreement by Contractor, its subcontractors, suppliers, agents, or employees or due to any negligent act or occurrence or any omission or commission of Contractor, its subcontractors, suppliers, agents or employees.

16. Delivery. Contractor shall render the Services for the County in accordance with the terms of the Contract and the Contractor's Proposal.

17. Tax Compliance. Pursuant to Resolution R-07-1-903 passed by the Commission of Knox County, Tennessee, Contractor hereby acknowledges, by submission of its proposal and signature that it is current in its respective Federal, State, County, and City taxes of whatever kind or nature and is not delinquent in any way. Delinquent status must be disclosed or risk debarment by the Knox County Procurement Division.

18. Limitations of liability. In no event shall the County or Contractor be liable for any indirect, incidental, consequential, special or exemplary damages or lost profits, even if advised of the possibility of such damages. The total aggregate liability of Contractor, regardless of whether such liability is based on contract, tort, strict liability, breach of warranty, or otherwise, in connection with the performance of the services or otherwise under this Contract, shall be limited to the fees actually received by the Contractor in respect of the services provided hereunder. Contractor shall be solely responsible for all of the liabilities and obligations under this Contract, whether or not performed in whole or in part by the Contractor, any affiliate of the Contractor, any other Contractor Firm, or any subcontractor. The County shall have no recourse, and shall bring no claim, against any Contractor Firm other than the Contractor, or against subcontractors, members, shareholders, directors, officers, managers, partners, agents, representatives, or employees of any Contractor Firm (or any of their respective successors or permitted assigns) with respect to the services or otherwise under this Contract.

19. Contract documents. It is mutually agreed by both parties that the following documents are made part of this Contract and are incorporated herein by reference:

A. Request for Qualifications #3608 and Addendum I
B. Contractor's Response to Request for Qualifications #3608 and Addendum I
C. Fees and Expenses

It is agreed that this Contract represents the **entire Contract** between the parties and no prior representations, promises, and agreements, oral or otherwise, not embodied herein shall be of any force or effect.

In witness whereof, the parties hereto have caused this Contract to be executed in one original as of the latest day and year written below.

KNOX COUNTY BOARD OF EDUCATION

This document is approved by the Knox County Board of Education on the _____ day of _____, 20____, as reflected in its minutes, and certified by its Chairperson.

_____
BOARD CHAIR – Signature

Date: _____

_____
BOARD CHAIR

Knox County, Tennessee

by: _____

Glenn Jacobs
Knox County Mayor

Date: _____

USI Consulting Group

by: _____

Name: Bob Cross

Title: President, Central and Southern Regions

Date : 01/28/2025

Contract #: 25-049
Approved as to Legal Form:

_____
Knox County Law Director's Office

1/29/2025 **Date**

OFFICE OF COUNTY MAYOR GLENN JACOBS

Procurement Division, 1000 N. Central Street, Suite 100, Knoxville, TN 37917

ADDENDUM I
REQUEST FOR QUALIFICATIONS 3608
403b THIRD PARTY ADMINISTRATIVE SERVICES

ADDENDUM DATE: November 22, 2021

BUYER: Jay Garrison, CPPO, CPPB

ORIGINAL CLOSING DATE: December 22, 2021 at 2:00 PM

THE FOLLOWING IS FOR CLARIFICATION:

QUESTION 1: Is KCS specifically seeking a service provider that will assume fiduciary liability?

ANSWER 1: KCS is seeking a service provider that will share in the fiduciary liability.

QUESTION 2: Would KCS prefer that service provider's role as a fiduciary include administrative services, such as plan design, management, administration, compliance (e.g., ERISA 3(21) fiduciary)?

ANSWER 2: KCS has no preference.

QUESTION 3: Would KCS prefer that service provider's role as a fiduciary include investment advisory services only (e.g., ERISA 3(21) fiduciary)?

ANSWER 3: KCS would be open to this but would prefer that it encapsules all administrative services including but not limited to investment advisory services.

QUESTION 4: Or would KCS further prefer that service provider's role as a fiduciary include delegated decision authority for service provider to manage the plan's investment option line up as well (e.g., ERISA 3(38) fiduciary)?

ANSWER 4: This would be KCS's preference.

QUESTION 5: How frequently would KCS Executive Director of HR, Director of Employee Benefits or Designee desire to regularly engage with representatives from service provider? Would KCS Executive Director of HR, Director of Employee Benefits or Designee prefer in-person meetings?

ANSWER 5: KCS would prefer quarterly meetings, and these meetings can be virtual if necessary.

QUESTION 6: How is the plan administration and asset reconciliation currently handled with multiple providers?

ANSWER 6: This is currently handled internally with KCS.

QUESTION 7: Will the selected provider be responsible for administration and reconciliation on just newly contributed assets or current/existing assets?

ANSWER 7: The preference would be on all existing, but this can be negotiated.

QUESTION 8: What are the plan's total assets? Are any of the assets mappable day 1?

ANSWER 8: This information is not available.

QUESTION 9: Is there a desired number of onsite education days per year?

ANSWER 9: KCS does not have a number in mind, but KCS would like as many as possible.

QUESTION 10: Please provide a breakdown of the current value of plan assets by investment option by vendor offered under the plan(s). Please include ticker symbols where applicable. Please provide C□SIPS for any collective trust funds.

ANSWER 10: This information is not available.

QUESTION 11: What are the transfer restrictions, if any, for the assets in the Fixed □ccount/Stable Value Funds in the investment lineups□

ANSWER 11: This information is not available.

QUESTION 12□ Please provide the historical performance and the current credited rate for the stability of principal investment option currently offered under the plan. Please indicate if the credited rate is net of fees.

ANSWER 12: This information is not available.

QUESTION 13: □re managed account services currently available under the plans□ If yes, please provide the following□

- The identity of the current advice provider (e.g., Financial Engines, Morningstar, etc.)
- The number of participants enrolled in service
- The amount of assets under the service.

ANSWER 13: This information is not available.

QUESTION 14: Please provide the total number of new loans processed in the previous year □□□3.

ANSWER 14: This information is not available.

QUESTION 15: Please provide a breakdown of the number of participant accounts with a balance by active vs. inactive accounts.

ANSWER 15: This information is not available.

QUESTION 16: How are you currently handling the data aggregation among the vendors current and frozen□

ANSWER 16: When former or current employees re□uest access to the funds by way of a distribution, loan, or in□service transfer, the current plan administrator determines the availability of the funds and certifies.

End of addendum.

Jay Garrison, CPPO, CPPB
Procurement Coordinator

The Procurement Division of Knox County, Tennessee will receive sealed qualifications for the provision of **403b Third-Party Administrative Services**, as specified herein. Submittals must be received by **2:00 p.m.** on **December 11, 2024**. Late submittals will be neither considered nor returned.

Please Deliver Qualifications to:
RFQ Number 3608
Knox County Procurement Division
Suite 100, 1000 North Central Street
Knoxville, Tennessee 37917

The Submittal Envelope must show the Company Name, RFQ Number, Respondent's Name and RFQ Closing Date.

SECTION I GENERAL TERMS AND CONDITIONS

1.1 **ADDITIONAL INFORMATION:** Knox County wants requests for additional information routed to Jay Garrison, CPPO, CPPB, Procurement Coordinator, at 865.215.5767 or emailed to jay.garrison@knoxcounty.org. If you have not heard from the Buyer in a reasonable amount of time, please call for further assistance Information about the Knox County Procurement Division and current bids may be obtained on the internet at www.knoxcounty.org/procurement.

1.2 **ACCEPTANCE:** Respondents shall hold all pricing and percentages proposed firm and subject to acceptance by Knox County for a period of ninety (90) business days from the date of the RFQ closing, unless otherwise indicated in their submittal.

1.3 **ALTERNATIVE PROPOSALS:** Knox County will not accept alternate proposals (those not equal to specifications) unless authorized by the Request for Qualifications (RFQ).

1.4 **AUDIT HOTLINE:** Knox County has established an Audit Hotline to report potential fraud and waste. To report potential fraud, waste or abuse, you can file a report online by accessing http://www.knoxcounty.org/hotline/index.php. **Vendors are hereby cautioned that this Audit Hotline does not replace the Award Protest Procedures found in Section VI, Item M of the Knox County Procurement Regulations.**

1.5 **AWARD:** Award will be made to the most responsive, responsible proposer(s) meeting specifications, and which presents the product and/or service that is in the best interest of Knox County. Knox County also reserves the right to not award this proposal. Award will be made in accordance with the evaluation criteria specified herein.

1.6 **BUSINESS OUTREACH PROGRAM:** Knox County has established a Business Outreach Program which has the responsibility of increasing opportunity for small, minority and women owned businesses. This is being accomplished through community education programs, policy edification, active recruitment of interested businesses and process re-engineering. Knox County is committed to ensuring full and equitable participation for all disadvantaged businesses. Knox County welcomes submittals from those disadvantaged businesses that have an interest in providing goods and/or services listed herein. In addition, Knox County strongly encourages the inclusion of disadvantaged businesses by non-disadvantaged Contractors who may wish to partner or subcontract portions of this agreement in order to accomplish the successful delivery of goods and/or services.

If you are a disadvantaged business and would like additional information about our Business Outreach Program, please contact:

Diane Woods, CPPB
Administrator of Business Outreach
Telephone: 865.215.5760
Fax: 865.215.5778
Email: diane.woods@knoxcounty.org

1.7 **CONFLICT OF INTEREST:** Proposers must have read and complied with the "Non-Conflict of Interest" statement provided in the vendor registration process prior to the closing of this solicitation.

1.8 **COPIES:** Knox County requires that proposals submitted by hand be submitted with one (1) marked original and one (1) exact copy. Proposers must submit with their written response an exact electronic version of their proposal in electronic format. **Knox County requests this electronic copy version be in one (1) complete file.**

1.9 **DECLARATIVE STATEMENT:** Any statement or words (i.e.: must, shall, will, etc.) are declarative statements and proposers **must** comply with the condition. Failure to comply with any such condition will result in their proposal being non-responsive and disqualified.

1.10 **ELECTRONIC TRANSMISSION OF PROPOSALS:** Due to the nature of this proposal, the Knox County Procurement Division will **NOT** accept electronically transmitted proposals through the County's On-Line Procurement System. Email and facsimile submission are strictly prohibited.

1.11 **HOW TO DO BUSINESS:** Knox County utilizes a web-based Procurement software system, "KnoxBuys." The system provides our clients (vendors, county departments and the citizens of Knox County) with a more enhanced and end-user friendly means of accessing our services. The system allows for on-line vendor registration and maintenance, electronic receipt of purchase orders, on-line retrieval and submittal of quotes, bids and proposals for our vendor-clients and on-line requisitioning and receiving for our county departments. In order for the County to maximize its investment and minimize the cost associated with office operations, we need your help. When doing business with Knox County we are urging you to please go to our website at www.knoxcounty.org/procurement, register as a vendor in our on-line Procurement system, "KnoxBuys," if you have not done so and whenever possible to conduct your business with the County through this site. If you have any questions, please contact the Procurement Division Representative listed in Section 1.1 of this document.

1.12 **INCURRED COSTS:** Knox County will not be responsible for any costs incurred by the proposer in the preparation of their proposal.

1.13 **MULTIPLE PROPOSALS:** Knox County will consider multiple proposals that meet specifications.

1.14 **NON-COLLUSION:** Proposers, by submitting a signed proposal, certify that the accompanying proposal is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Tennessee or United States law.

1.15 **PAYMENT:** Knox County utilizes two (2) methods of placing orders for products. The first is the use of Purchase Orders. These Purchase Orders will be issued from the Knox County Procurement Division via the method selected by the Vendor during registration. The Purchase Order will detail the quantity, specific item(s) and the contracted price for each item.

The second method is the use of the Knox County Credit Card (VISA). Orders placed on the credit card will list the same information as the Purchase Order. Vendors will be given the card information and approval to process the transaction for the requesting department. Vendors must indicate in their bid response if the Vendor will accept the Knox County Credit Card (VISA) as form of payment. Proposers are prohibited to charge Knox County any type of merchant fee from their financial institution to accept this type of payment.

1.16 **POSSESSION OF WEAPONS:** All vendors and their employees and their agents are prohibited from possessing any weapons on Knox County property without prior written consent from the County. In the case of a vendor whose Contract requires possession of firearms or other weapons to successfully complete their Contract, vendor must provide personnel who are bonded to bear said weaponry.

1.17 **PROCESSING TIME FOR PAYMENT:** Vendors are advised that a minimum of thirty (30) days is required to process invoices for payment.

1.18 **PROOF OF FINANCIAL AND BUSINESS CAPABILITY:** Proposers must, upon request, furnish satisfactory evidence of their ability to fulfill all obligations of the contract in accordance with the terms and conditions of these specifications. Knox County will make the final determination as to the proposer's ability.

1.19 **PROPOSAL DELIVERY:** Knox County requires proposers, when hand delivering proposals, to time and date stamp the envelope before depositing it in the bid box. Knox County will not be responsible for any lost or misdirected mail sent by common carrier, nor will Knox County be responsible for proposals delivered to addresses other than the delivery address specified at the top of this solicitation. The time clock in the Procurement Division shall serve as the official record of time.

Solicitations must be in a sealed envelope/box prior to entering the Procurement Division office. Procurement Division personnel are not allowed to see the submittal nor assist in placing documents in an envelope/box. Additionally, the Procurement Division is not responsible for providing materials (e.g. envelopes, boxes, tape) for submittals.

1.20 **RECYCLING:** Knox County, in its continuing efforts to lessen the amount of landfill waste and to further recycling efforts, requests that proposals being submitted on paper shall:

1.20.1 Be submitted on recycled paper
1.20.2 Not include pages of unnecessary advertising

1.21 **RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS:** It is the responsibility of the prospective proposer to review the entire Request for Proposal packet and to notify the Procurement Division if the specifications are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the specifications or proposal procedures must be received in the Procurement Division by **November 15, 2024 @ 4:30 p.m.** local time. These requirements also apply to specifications that are ambiguous.

1.22 **SIGNING OF PROPOSALS: In order to be considered, all proposals must be signed. Please sign the original in blue ink.** By signing the proposal document, the proposer acknowledges and accepts the term and conditions stated in the document.

1.23 **TAXES:** Knox County purchases are not subject to taxation. Tax exemption certificates will be provided upon request.

1.24 **TITLE VI OF THE CIVIL RIGHTS ACT:** "Nondiscrimination in Federally Assisted Programs"-"No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." 42 U.S.C. section 2000 et seq. It is the policy of Knox County Government that all its services and activities be administered in conformance with the requirements of Title VI.

1.25 **UNFORSEEN CIRCUMSTANCES:** During periods of closure due to unforeseen circumstances in Knox County or closures at the direction of the Knox County Mayor, the Procurement Division will enact the following procedures in regard to solicitations and closures:

- If the Mayor closes the Administrative offices prior to the time set for solicitation opening of any business day, all solicitations due that same day will be moved to the next operational business day.
- Other unforeseen circumstances shall be at the sole discretion of the Procurement Director.
- Knox County shall not be liable for any commercial carrier's decision regarding deliveries during any unforeseen circumstances.

1.26 **USE OF PROPOSAL FORMS:** Vendors are to complete the proposal forms contained in the proposal package. Failure to complete the proposal forms may result in proposal rejection.

1.27 **VENDOR DEFAULT:** Knox County reserves the right, in case of vendor default, to procure the goods or services from other sources and hold the defaulting vendor responsible for any excess costs occasioned thereby. Should vendor default be due to a failure to perform or because of a request for a price increase, Knox County reserves the right to remove the vendor from the County's bidders list for twenty-four (24) months.

1.28 **VENDOR REGISTRATION:** Prior to the closing of this proposal, ***ALL PROPOSERS*** must be registered with the Procurement Division. Please register on-line at our website at www.knoxcounty.org/procurement and click on "Online Vendor Registration." Vendors must be registered with the Procurement Division *prior* to submitting their proposal. Knox County shall not be responsible for technical difficulties experienced by vendors trying to register electronically less than twenty-four (24) hours prior to the proposal closing time.

1.29 **WAIVING OF INFORMALITIES:** Knox County reserves the right to waive minor informalities or technicalities when it is in the best interest of Knox County.

SECTION II OBLIGATIONS, RIGHTS AND REMEDIES

These terms and conditions shall be part of the Contract. Knox County reserves the right to negotiate other terms and conditions it deems appropriate and necessary under the circumstances to protect the public's trust.

2.1 **ALTERATIONS OR AMENDMENTS:** No alterations, amendments, changes, modifications or additions to this Contract shall be binding on Knox County without the prior written approval of the County.

2.2 **APPROPRIATION:** In the event no funds are appropriated by Knox County for the goods or services in any fiscal year or insufficient funds exist to purchase the goods or services, then the Contract shall expire upon the expenditure of previously appropriated funds or the end of the current fiscal year, whichever occurs first, with no further obligations owed to or by either party.

2.3 **ASSIGNMENT:** Contractor shall not assign or sub-contract this agreement, its obligations or rights hereunder to any party, company, partnership, incorporation or person without the prior written specific consent of Knox County.

2.4 **BOOKS AND RECORDS:** Contractor shall maintain all books, documents, accounting records and other evidence pertaining to the goods and services provided under this Contract and make such materials available at its offices at all reasonable times during the Contract period and for five (5) years from the date of the final payment under this agreement for inspection by County or by any other governmental entity or agency participating in the funding of this agreement, or any authorized agents thereof; copies of said records to be furnished, if requested.

Such records shall not include those books, documents and accounting records that represent the Contractor's costs of manufacturing, acquiring or delivering the products and services governed by this agreement.

2.5 **CHILD LABOR:** Contractor agrees that no products or services will be provided or performed under this Contract that have been manufactured or assembled by child labor.

2.6 **COMPLIANCE WITH ALL LAWS:** Contractor is assumed to be familiar with and agrees to observe and comply with all federal, state, and local laws, statutes, ordinances, and regulations in any manner affecting the provision of goods and/or services, and all instructions and prohibitive orders issued regarding this work and shall obtain all necessary permits.

2.7 **DEFAULT:** If Contractor fails to perform or comply with any provision of this Contract or the terms or conditions of any documents referenced and made a part hereof, Knox County may terminate this Contract, in whole or in part, and may consider such failure or noncompliance a breach of Contract. Knox County expressly retains all its rights and remedies provided by law in case of such breach, and no action by Knox County shall constitute a waiver of any such rights or remedies. In the event of termination for default, Knox County reserves the right to purchase its requirements elsewhere, with or without competitive bidding.

2.8 **GOVERNING LAW; VENUE:** This agreement shall be exclusively construed, governed, and controlled by the Laws of the State of Tennessee without regard to principles of law, including conflicts of law, of any other jurisdiction, territory, country, and/or province. Any dispute arising out of or relating to this agreement shall exclusively be brought in the Chancery Court or the Circuit Court of Knox County, Tennessee. Each party consents to personal jurisdiction thereto and waives any defenses based on personal jurisdiction, venue and inconvenient forum.

2.9 **INCORPORATION:** All specifications, drawings, technical information, Request for Proposal, Proposal, Award and similar items referred to or attached or which are the basis for this Contract are deemed incorporated by reference as if set out fully herein.

2.10 **INDEMNIFICATION/HOLD HARMLESS:** Contractor shall indemnify, defend, save and hold harmless Knox County, its officers, agents and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the agreement by Contractor, its subcontractors, suppliers, agents, or employees or due to any negligent act or occurrence or any omission or commission of Contractor, its subcontractors, suppliers, agents or employees.

2.11 **INDEPENDENT CONTRACTOR:** Contractor shall acknowledge that it and its employees serve as independent contractors and that Knox County shall not be responsible for any payment, insurance or incurred liability.

2.12 **INSPECTION AND ACCEPTANCE:** Warranty periods shall not commence until Knox County inspects and formally accepts the goods and/or services. The terms, conditions and timing of acceptance shall be determined by Knox County. Knox County reserves the right to reject any or all items or services not in conformance with applicable specifications, and Contractor assumes the costs associated with such nonconformance. Acceptance of goods or services does not constitute a waiver of latent or hidden defects or defects not readily detectable by a reasonable person under the circumstances.

2.13 **IRAN DIVESTMENT ACT:** By submission of this proposal, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each proposer is not on the list created pursuant to Tennessee Code Annotated § 12-12-106.

2.14 **LIMITATIONS OF LIABILITY:** In no event shall Knox County be liable for any indirect, incidental, consequential, special or exemplary damages or lost profits, even if Knox County has been advised of the possibility of such damages.

2.15 **NO BOYCOTT OF ISRAEL:** Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, by submission of a response to this solicitation, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each proposer is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel.

2.16 **NON-DISCRIMINATION AND NON-CONFLICT STATEMENT:** Contractor agrees that no person on the grounds of handicap, age, race, color, religion, sex, national origin, or any individual trait or characteristic found to be an illegal consideration shall 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 Vendor. Contractor shall upon request show proof of such non-discrimination and shall post in conspicuous places available to all employees and applicants notices of non-discrimination. Contractor covenants that it complies with the Fair Wage and Hour Laws, the National Labor Relations Act, and other federal and state employment laws as applicable. Contractor covenants that it does not engage in any illegal employment practices.

Contractor covenants that it has no public or private interest and shall not acquire directly or indirectly any interest, which would conflict in any manner with the provision of its goods or performance of its services. Contractor warrants that no part of the total contract amount provided herein shall be paid directly or indirectly to any officer or employee of Knox County as wages, compensation, or gifts in exchange for acting as officer, agent, employee, sub-contractor or consultant to Contractor in connection with any goods provided or work contemplated or performed relative to the agreement.

2.17 **ORDER OF PRECEDENCE:** In the event of inconsistent or conflicting provision of this Contract and referenced documents, the following descending order of precedence shall prevail: (1) Written Contract, (2) Request for Qualifications, (3) Contractor's Response, (4) Award, (5) Special Terms and Conditions, (6) General Terms and Conditions, (7) Specifications, (8) Drawings.

2.18 **REMEDIES:** Knox County shall have all rights and remedies afforded under the U.C.C. and Tennessee law in contract and in tort, including but not limited to, rejection of goods, rescission, right offset-off, refund, incidental, consequential and compensatory damages and reasonable attorney's fees.

2.19 **RIGHT TO INSPECT:** Knox County reserves the right to make periodic inspections of the manner and means the service is performed or the goods are supplied.

2.20 **SEVERABILITY:** If any provision of this Contract is declared illegal, void or unenforceable, the remaining provisions shall not be affected but shall remain in force and in effect.

2.21 **TAX COMPLIANCE:** Pursuant to Resolution R-07-1-903 passed by the Commission of Knox County, Tennessee, Contractor hereby acknowledges, by submission of its proposal and signature that it is current in its respective Federal, State, County, and City taxes of whatever kind or nature and is not delinquent in any way. Delinquent status must be disclosed or risk debarment by the Knox County Procurement Division.

2.22 **TERMINATION:** Notwithstanding any other provision of this Contract to the contrary, County may terminate this Contract with or without cause, upon written notice of not less than thirty (30) business days. Upon termination, County will pay for services satisfactorily completed but not yet invoiced. Contractor shall not perform additional work without the expressed permission of County.

In the event Contractor intends to interrupt or discontinue service under this Contract, Contractor agrees to give Knox County at least one hundred twenty (120) business day advance written notice of said interruption or discontinuance of service prior to interrupting or discontinuing same. Any interruption or discontinuance of service without said advance notice shall constitute a material breach of this Contract.

2.23 **WARRANTY:** Contractor warrants to Knox County that all items delivered and all services rendered shall conform to the specifications, drawings, proposal and/or other descriptions furnished and/or incorporated by reference, and will be fit for the particular purpose purchased, of merchantable quality, good workmanship, and free from defects. Contractor extends to Knox County all warranties allowed under the U.C.C. Contractor shall provide copies of warranties to the County upon request. Return of merchandise not meeting warranties shall be at contractor's expense.

SECTION III SPECIAL TERMS AND CONDITIONS

3.1 **INTENT:** The intent of this solicitation is to identify a partner who can provide comprehensive administrative and investment advisory services while maintaining open, timely, and consistent communication with the Knox County Schools (KCS) Executive Director of Human Resources, Director of Employee Benefits, and the Employee Benefits Department in an environment that employs disciplined, efficient, and controlled routines. As context requires, companies submitting responses to this RFQ may be referred to as "Firm" or "Contractor".

3.2 **ADDITIONS/DELETIONS:** Knox County and KCS reserves the right to add goods/services or delete goods/services that have become obsolete in demand.

3.3 **AWARD STATUS:** KCS intends to enter into an initial five (5) year contract. Upon the mutual agreement of the Contractor and KCS the agreement may be extended for five (5) additional years, one (1) year at a time. This may result in a total term, as extended, of ten (10) years. The renewal option is at the discretion of KCS. Should KCS desire not to renew, no reason needs to be given. KCS also reserves the right to terminate the agreement with thirty (30) days written notice. KCS reserves the right to purchase these items/services from other sources if the need arises. KCS reserves the right to revoke the award if a pattern of unavailability arises with the vendor(s).

3.4 **CHANGES AFTER AWARD:** It is possible that after award, KCS might change its needs or requirements. KCS reserves the right to add/delete departments and/or services as necessary for the complete and successful operation of Third Party Administrative Services for KCS. Additional departments and locations may be added only after written authorization is given by Knox County Procurement. KCS reserves the right to make such changes after consultation with the vendor(s). Should additional reasonable costs arise, KCS reserves the right to consider accepting these charges provided the firm(s) can document the increased costs. KCS also reserves the right to accept proposed service changes from the firm if they will lower the cost to KCS and/or provide improved service.

3.5 **CONTRACT EXECUTION:** The award of this RFQ will result in a Contract between KCS and the successful vendor(s). The Contract must be voted on by the Knox County Board of Education and receive a majority vote. The successful Vendor(s) may be required to be present at the full Board meeting to answer questions relating to the services performed. Adequate notification will be given by Knox County Procurement Division if the Vendor(s) will need to attend meeting(s).

3.6 **CONTACT PERSONNEL:** It shall be essential to the success of this Contract to develop a good working relationship with the Contractor(s). It is imperative that the KCS account be handled efficiently and professionally. KCS should be assigned no more than two (2) Contractor contacts to handle billing inquiries and service-related issues. In the event one (1) or both contacts leave the KCS account, the Contractor shall formally introduce the new contacts to KCS personnel. These contacts must be knowledgeable of the KCS's account to avoid any interruption of service.

3.7 **EVALUATION CRITERIA:** This RFQ will be evaluated using the following criteria:

Organizational Qualification/Expérience (Response to TAB III and Exhibit A)	**20 Points**
Personnel (Response to TAB IV and Exhibit B)	**20 Points**
Clients (Response to TAB V and Exhibit C)	**15 Points**
Consulting Services (Response to TAB VI and Exhibit D)	**10 Points**
Investment Advisory Services (Response to TAB VII and Exhibit E)	**15 Points**
Record Keeping and Administration Services (Response to TAB VIII and Exhibit F)	**10 Points**
Participant Services (Response to TAB IX and Exhibit G)	**5 Points**
References	**5 Points**

Knox County may select an Evaluation Committee for this solicitation to thoroughly review and score all submitted responsive and responsible respondents. Each evaluator will have the ability to award up to 100 points, based on the Evaluation Criteria, per submission.

3.8 **EVALUATION REVIEW:** KCS reserves the right to use all pertinent information (also learned from sources other than disclosed in the RFQ process) that might affect the KCS's judgment as to the appropriateness of an award to the best evaluated respondent. This information may be appended to the response evaluation process results. Information on a service provider from reliable sources, and not within the service provider's submittal, may also be noted and made part of the evaluation file.

KCS shall have sole responsibility for determining a reliable source. KCS reserves the right to conduct written and/or oral discussions/interviews after the RFQ closing. The purpose of such discussions/interviews is to provide clarification and/or additional information to make an award which is in the best interest of the KCS.

3.9 **EXCEPTIONS TO SPECIFICATIONS:** Vendors taking exception to any part or section of these specifications shall indicate such exceptions in their submittal. A failure to indicate any exception(s) shall be interpreted as the Vendor's intent to fully comply with the specifications as written. Conditional or qualified offers are subject to rejection in whole or in part. Any exceptions shall be included in Section V, Tab XIII of the submittal.

Do not strike through or in any other way alter the RFQ. Exceptions listed within other sections of the submittal shall not be reviewed or considered.

3.10 **FINANCIALS:** Upon request, respondents **must** provide a copy (audited and signed by a certified financial institution) of their financial report for the past three (3) years to the appropriate Knox County Procurement Officials.

3.11 **INTERPRETATION:** No oral interpretation will be made to any vendor regarding the meaning of specifications. All questions are to be submitted in writing or electronically (email) and will be answered in the form of an amendment to the solicitation by the Knox County Procurement Division.

3.12 **NEGOTIATION:** KCS may select a successful respondent on the basis of initial responses received without discussions. KCS reserves the right to enter into Contract negotiations with the highest-rated respondent. These negotiations will include, but not be limited to, cost of the service to be provided and any additional terms and conditions. If KCS and the selected firm cannot negotiate a successful agreement, KCS may terminate said negotiations and begin negotiations with the next highest-rated respondent. This process will continue until a Contract has been executed or all respondents have been rejected. No respondent shall have any rights against Knox County/KCS arising from such negotiations.

3.13 **NEWS RELEASES BY VENDORS:** As a matter of policy, County/KCS does not endorse the services of a Contractor. A Contractor will not make news releases concerning any resultant Contract from this solicitation without the prior written approval of KCS.

3.14 **OFFER WITHDRAWAL:** No response can be withdrawn after it is filed unless the offeror makes a request in writing to the Knox County Procurement Division **prior** to the time set for the closing of RFQ or unless the County/KCS fails to accept within 90 days after the date fixed for closing the Request for Qualifications.

3.15 **OPEN RECORDS ACT:** Knox County and KCS are subject to the Tennessee Open Records Act, Tenn. Code Ann. § 10-7-503 et seq. Respondents are cautioned that all documents submitted on behalf of this Request for RFQ shall be open to the public for viewing and inspection and Knox County/KCS will comply with all legitimate requests. If a proposer cites confidentiality for any section of their response, the Proposer must state the Exemption from Tennessee Code Annotated T.C.A.) along with the Chapter Number(s). Failure to state the T.C.A. Chapter will nullify any confidentiality request.

3.16 **ORAL PRESENTATIONS/INTERVIEWS:** KCS may require respondents to give oral presentations/interviews in support of their proposal or to exhibit or otherwise demonstrate the information contained therein. KCS reserves the right to request oral presentations and/or interviews during the initial evaluation phase. KCS also reserves the right to complete the initial evaluation phase and then request oral presentations and/or interviews from all proposers or the highest rated proposers. In this case, the evaluations may be revised based on additional information received during presentations.

3.17 **PROHIBITION AGAINST DISSEMINATING INFORMATION:** Contractor shall not sell, disburse, disseminate or in any other way provide information to any outside party without the **expressed written consent** of KCS.

3.18 **QUALIFICATION OF FIRMS:** Each respondent may be required, before the award of any contract, to show to the complete satisfaction of the Procurement Director and/or KCS that it has the necessary facilities, ability, and financial resources to furnish the service specified herein in a satisfactory manner, and the respondent may also be required to show past history and references which will enable the Procurement Director and/or KCS to be

satisfied as to the respondent's qualifications. Failure to qualify according to the foregoing requirements will justify rejection.

3.19 **QUALIFICATIONS CONTENT:** The firm's response must thoroughly expound on the firm's understanding of how the proposed services will meet KCS's needs. The response must also contain an explanation of the implementation plan and the firm's ongoing commitment to service.

3.20 **QUALIFICATIONS EVALUATION:** In evaluating the responses, KCS reserves the right to use any or all of the ideas from the responses submitted without limitation and to accept any part or all, of the successful response in selecting an operation which is judged to be in the best interest of the KCS. All material submitted becomes the property of KCS.

3.21 **QUALIFICATIONS FORMAT:** This solicitation is in the Request for Qualifications (RFQ) format. At the specified date and time, each respondent's name will be publicly read aloud. No further information will be given at that time. Evaluation of the responses will proceed as expeditiously as possible and successful, as well as unsuccessful, notification will be given.

3.22 **REFERENCES:** Proposers must submit a list of three (3) references with which you have performed this type of service within the past three (3) years. References must be submitted on the attached Reference Form. Failure to provide references on the attached form will be considered during the evaluation process and may result in the references not being accepted and/or scored during the evaluation process. Show the name of the agency or institution, person to contact, their current telephone number, current e-mail address and the nature and size of the contract. Do not list any Knox County/KCS departments as a reference.

3.23 **REJECTION OF SUBMITTALS:** Knox County/KCS reserves the right to reject any and all submittals received as result of this request and to waive any informality, technical defect or clerical error in any response, as the interests of the County/KCS may require. Non-acceptance of any responses will be devoid of any criticism of the response and of any implication that the response is deficient in any manner. Non-acceptance of any response shall be construed as meaning simply that the County/KCS does not deem the response to be acceptable or that another response was deemed to be more advantageous to KCS for the particular services proposed.

3.24 **RESPONDENT OBLIGATION:** Respondent(s) shall become fully acquainted with conditions relating to the scope and restriction attending the execution of the work under this RFQ. The failure or omission of a respondent to become acquainted with existing conditions shall in no way relieve the respondent of any obligations with respect to this RFQ or to the Contract.

3.25 **SUBMIT QUESTIONS:** Prospective firms may submit questions concerning this solicitation until **4:30 p.m. local time on November 15, 2024**. Submit questions as noted in Section 1.1. Questions received after this date and time will not be answered.

SECTION IV SCOPE OF SERVICES

4.1 **SCOPE OF WORK:** Knox County Schools is releasing this RFQ to solicit firms interested in performing the third-party administrative services and providing the funding vehicle listed in the **Scope of Services Addendum** attached hereto for its 403b plan. The awarded respondent will receive all new contributions to vendors' funding vehicles under the current salary deferral elections with the option of allowing an in-service transfer of participants account balance into the funding vehicle upon establishing an individual account.

4.2 **DESCRIPTION OF PLANS:** The following is meant to give an overview of the Plan. All information is based on information as of 9/18/2024. KCS previously had ten vendors under the voluntary deductions' clause in the Board of Education Administrative Procedure AP-D-190. Currently, there are only 2 vendors due to lack of participation and failure to maintain at least 50 participants.

403b Optional

Asset Plan

- The 403(b) plan was established by the board of education on 11/5/2008
- Employee manages investments based on line-up selected on advice of investment advisor
- Quarterly statements and online account access
- Employee contributions always 100% vested
- Loans permitted

Total 2024 Contributions as of September 2024	$4,544,203
Active Participants	1,726

SECTION V QUALIFICATIONS FORMAT RFQ 3608

403b THIRD-PARTY ADMINISTRATIVE SERVICES

RFQ INFORMATION: The following guidelines shall be followed when responding to the Request for Qualifications. Negligence in adhering to the criteria listed below will be considered when reviewing the responses and evaluating the respondents. Knox County/KCS reserves the right to reject any responses for failure to comply with the requested response specifications. Knox County/KCS reserves the right to amend the Request for Qualifications by addendum prior to the final date of qualifications submission.

- Responses must be submitted in a three-ring binder containing sections separated by tabs. **Do not submit spiral bound or glued binders.**
- Please submit one (1) marked original and one (1) exact copy of both your response to this RFQ as well as a separate envelope for Fees and Expenses. Respondents must also submit one (1) digital copy on a Flash Drive. The electronic copy of your response shall be in one complete file with the Fees and Expenses omitted from the appropriate Tab. Do not include multiple folders on the electronic copy. Respondents must also include a separate single file for the Fees and Expenses on the flash drive.
- Page numbers should be placed on the bottom center of pages.

RESPONDENTS MUST HAVE THEIR BINDERS IN THE EXACT FORMAT LISTED BELOW.
Each response must address all questions/statements listed in each tab completely.

TAB I: COVER LETTER

One-page cover letter to include a summary of respondent's ability to provide the services specified in the Request for Qualifications and a ***signed*** statement authorizing your submission of the response.

TAB II FIRM INFORMATION

- Table of Contents
- Vendor Information
- Company Name
- Address
- Contact Person Phone Number
- Contact Person and e-mail address
- Knox County Vendor Number
- State License (if applicable)
- Knox County Business License (if applicable). State N/A if not applicable.
- EIN Number

TAB III ORGANIZATIONAL QUALIFICATIONS/EXPERIENCE

- Provide a completed Exhibit A, Organizational Questionnaire and any materials requested within the questionnaire.

TAB IV PERSONNEL

- Provide a completed Exhibit B, Personnel Questionnaire and any materials requested within the questionnaire.
- Provide a summary detailing the strengths of the Firm's personnel in regard to relevant experience and qualifications.

TAB V CLIENTS

- Provide a completed Exhibit C, Client Questionnaire and any materials requested within the questionnaire.
- Provide a summary listing a similar client and/or scope of work that the Firm has successfully provided administrative services for and detail how the success of such projects would translate to success for KCS.

TAB VI CONSULTING SERVICES

- Provide a completed Exhibit D, Consulting Services Questionnaire and any materials requested within the questionnaire.

- Provide a summary clearly describing the Firm's consulting services and describe how the Firm is unique and/or desirable.

TAB VII **INVESTMENT ADVISORY SERVICES**

- Provide a completed Exhibit E, Investment Advisory Services Questionnaire and any materials requested within the questionnaire.
- Provide a summary describing the Firm's investment advisory services and describe how decisions relating to recommendations are made.

TAB VIII **RECORDKEEPING & ADMINISTRATION SERVICES**

- Provide a completed Exhibit F, Recordkeeping and Administration Services Questionnaire and any materials requested within the questionnaire.
- Provide a summary clearly describing the Respondent's recordkeeping and administration services and describe how the Firm is better compared to other companies who perform the same services.

TAB IX **PARTICIPANT SERVICES**

- Provide a completed Exhibit G, Participant Services Questionnaire and any materials requested within the questionnaire.
- Provide a summary of the Firm's participant services and describe how the Firm handles daily interaction with the participants in the plans.

TAB X: **ATTACHMENTS**

- Iran Divestment Act/No Boycott of Israel
- References

TAB XII: **ACKNOWLEDGEMENT OF ADDENDA RECEIVED**

TAB XIII: **ANY OTHER INFORMATION THAT WOULD ADD VALUE**

TAB XIV: **EXCEPTIONS**

Respondents are to include any and all exceptions taken to this solicitation under this Tab. Do not mark through or otherwise alter the language of this RFQ in your response.

Failure to include any of the above may result in the response being disqualified.

EXHIBIT A - ORGANIZATIONAL QUESTIONNAIRE

1. Provide the Respondent's name, headquarters' address, name of contact person, title, phone number, and email address. If the company has a website, please provide the URL.

2. Where is the physical office located that will serve as KCS's primary contact?

3. How many years has the Firm been in business? How many years has the Firm provided third party administrative services, including investment advice, for government entities specifically? How many years has the Firm been active in the defined contribution business?

4. Provide a brief history of the Respondent.

5. Describe the ownership structure of the Respondent.

6. Describe the succession plan the Firm has in place.

7. Does the Firm have any relationships with other firms? Would any services provided to KCS be sub-contracted out? If so, please list the services and subcontractors.

8. Is the Firm regulated by the State of Tennessee, FINRA, and/or the SEC?

9. Is the Firm registered as an investment adviser under the federal Investment Advisers Act of 1940 or exempt from registration? If registered, when was the Firm first so registered? Please provide a copy of your most recent Form ADV, Parts I & II, if applicable.

10. Describe the Firm's errors and omissions insurance and investment advisor professional liability coverage.

11. Describe the procedures in place that would mitigate potential conflicts of interest.

12. Has the Firm been involved in any regulatory actions or litigation in the past five (5) years? Has any member of the firm been fined, disciplined and/or suspended by the SEC, the NASD or any regulatory agency? If yes, please explain.

13. Describe any past or pending litigation relating to the services associated with retirement plans.

14. Does the Firm have a business continuation and disaster recovery plan? Please describe.

15. What are the Firms cyber security polices?

16. What objectives or key performance indicators does the Firm set with respect to serving clients?

17. What is considered to be the greatest asset to the company?

EXHIBIT B - PERSONNEL QUESTIONNAIRE

1. How many employees does the Firm have and how many would be assigned to KCS?

2. Provide a biography and/or resume of the key personnel who will be responsible for servicing this account, their office location and contact information. Describe any specializations they have.

3. Do any members of the team have ownership in the organization?

4. List the turnover in key personnel that has occurred during the past five (5) years. Include the length of employment and reason for departure.

5. Will KCS have a dedicated relationship manager or point of contact for inquiries, updates, and ongoing communication?

6. What is the standard response time for inquiries or concerns raised by KCS?

7. What communication channels do you offer for interacting with KCS?

8. Describe the Firm's compliance department or function and its role in servicing KCS.

EXHIBIT C - CLIENTS QUESTIONNAIRE

Number of Current Clients for Entire Company

	Govts in TN	Govts outside of TN	Non-Govts in TN	Non-Govts outside TN	Total Clients
Administrative Services + Investment Advice					

Number of Current Clients for Location who will service KCS

	Govts in TN	Govts outside of TN	Non-Govts in TN	Non-Govts outside TN	Total Clients
Administrative Services + Investment Advice					

1. Describe any unique expertise the Firm has with respect to governmental, non-ERISA, defined contribution retirement plan consulting.

2. Describe the organization's commitment to quality and the philosophy/approach to client services.

3. Describe the procedures for monitoring (a) client satisfaction and (b) participant satisfaction.

4. How often do consultants meet with clients?

5. How would the Firm handle communication with KCS regarding its account if the Firm's account manager or other members of the designated team were to change?

6. Describe the efforts made to keep all members of the Firm's staff current with and informed of developments related to plan governance and practices.

7. Describe the range of plan sizes for clients managed by the office that would service KCS Plans.

8. What are the assets under management of the Firm as of September 30, 2024?

9. What are the assets under management of the office that would service our plan as of September 30, 2024?

10. Please list the types of retirement plans that are currently being serviced.

11. How many retirement plans are managed within the Firm?

12. How many retirement plans does the office that would service our plan manage?

13. How many of those retirement plans are in the state of Tennessee?

EXHIBIT D - CONSULTING SERVICES QUESTIONNAIRE

1. Outline the full range of consulting services provided by the Firm, and the frequency with which they are generally provided.

2. Does the Firm intend to act as a fiduciary for the Plans and/or participants? In what capacity?

3. Does the Firm offer board, committee and/or staff training, education, and support? Please describe.

4. Discuss the investment menu recommendation process, including the overall philosophy, determination of investment objectives and risk tolerance, selection of asset classes and styles, and evaluation of the appropriateness/effectiveness of the Plans' current strategy.

5. Discuss the investment manager recommendation and selection process, including the overall philosophy, manager research process and the determination of search-specific criteria.

6. Will the proposed investment lineup utilize an open architecture approach? Please describe any restrictions, conditions or limitations on investment recommendations.

7. Describe any proprietary investment products included in your response lineup, if applicable.

8. How do you ensure that the investment options within your proposed lineup are diversified and well-aligned with the varying risk tolerances and investment goals of plan participants?

9. Discuss how the portfolio is monitored on an ongoing basis and what would trigger a recommendation for an asset allocation or manager change.

10. Can the Firm meet KCS's quarterly and annual reporting requirements? Are the reports customizable to accommodate the Plans' information needs? Please describe.

11. Describe the Firm's experience helping clients through complex process such as Department of Labor audits, Internal Revenue Service audits, plan terminations, and plan de-risking strategies.

12. KCS governance requires an actuarial impact statement accompany any proposed Plans amendment. Describe the Firm's actuarial experience and how this experience would integrate with recommendations on the investment of Plans assets.

13. Include a description of how the Firm would approach the transition (if applicable) from the current Investment Consultant if your Firm were to be selected.

14. How does the Firm define and measure the success of retirement plan consulting relationships?

15. Submit samples of reports that the Firm would provide to KCS's Plans.

16. Describe the Respondent's investment selection process for Participants.

17. Describe any pending major procedural or process changes with Secure Act or Secure Act 2.0.

EXHIBIT E – INVESTMENT ADVISORY SERVICES QUESTIONNAIRE

1. Please list the full scope of investment advisory services the Firm offers for retirement plans.

2. Please describe, if any, fiduciary support that the Firm would provide.

3. If the Firm does provide fiduciary support, is it offered in-house or via a third party?

4. Please describe the Firm's investment philosophy.

5. Please identify the number and types of investment vehicles that would be available to KCS.

6. Please describe the Firm's manager research and selection process, including the utilization of quantitative or qualitative analysis.

7. Describe whether the company utilizes actively managed funds, index funds, or both.

8. How many investment manager due diligence meetings were held during the previous year?

9. Describe the process for monitoring investments, including how manager terminations are handled.

10. Does the Firm offer Committee training, education, and support? Please describe.

11. Please describe the topics that would be covered throughout the year to our Investment Committee.

12. What form of reporting is provided to clients (please provide a sample)?

13. Does the Firm assist clients to benchmark plan fees?

14. How are clients informed of new legislation?

15. Does the Firm provide any other support to help keep our Investment Committee up-to-date on industry best practices?

Please map our current funds to your proposed investment lineup.

Current Funds					Proposed Funds			
A	B	C	D	A x D	B	C	D	A x D
9/30/23 Assets	Fund	Ticker	Net Exp Ratio	Total Fund Expense	Proposed Fund	Ticker	Net Exp Ratio	Total Fund Expense
	MFS Value R6	MEIKX	0.43%	$ -				$ -
	Touchstone Large Cap Focused R6	TSRLX	0.66%	$ -				$ -
	Vanguard Institutional Index I	VINIX	0.04%	$ -				$ -
	Vanguard Total Stock Mkt Idx Adm	VTSAX	0.04%	$ -				$ -
	JPMorgan Large Cap Growth R6	JLGMX	0.44%	$ -				$ -
	JHancock Disciplined Value Mid Cap R6	JVMRX	0.75%	$ -				$ -
	Vanguard Mid Cap Index Admiral	VIMAX	0.05%	$ -				$ -
	AB Discovery Growth Z	CHCZX	0.64%	$ -				$ -
	Delaware Small Cap Value R6	DVZRX	0.70%	$ -				$ -
	PGIM Jennison Small Company R6	PJSQX	0.71%	$ -				$ -
	Dodge & Cox International Stock X	DOXFX	0.52%	$ -				$ -
	Vanguard Total Intl Stock Index	VTIAX	0.11%	$ -				$ -
	BNY Mellon International Stock Fund Y	DISYX	0.89%	$ -				$ -
	Invesco International Small-Mid Com	OSCIX	0.97%	$ -				$ -
	American Funds New Perspective R6	RNPGX	0.41%	$ -				$ -
	Goldman Sachs Emerging Markets Eq	GEMUX	1.02%	$ -				$ -
	Invesco Real Estate R6	IARFX	0.81%	$ -				$ -
	Vanguard Health Care Adm	VGHAX	0.29%	$ -				$ -
	Delaware Ivy Science and Technology	ISTNX	0.81%	$ -				$ -
	T. Rowe Price Retirement I 2020 I	TRBRX	0.37%	$ -				$ -
	T. Rowe Price Retirement I 2030 I	TRPCX	0.41%	$ -				$ -
	T. Rowe Price Retirement I 2040 I	TRPDX	0.43%	$ -				$ -
	T. Rowe Price Retirement I 2050 I	TRPMX	0.45%	$ -				$ -
	T. Rowe Price Retirement I 2060 I	TRPLX	0.46%	$ -				$ -
	Vanguard LifeStrategy Income Inv	VASIX	0.11%	$ -				$ -
	Vanguard LifeStrategy Cnsrv Gr Inv	VSCGX	0.12%	$ -				$ -
	Vanguard LifeStrategy Growth Inv	VASGX	0.14%	$ -				$ -
	JPMorgan High Yield R6	JHYUX	0.50%	$ -				$ -
	Vanguard Total Bond Market Index	VBTLX	0.05%	$ -				$ -
	MFS Total Return Bond R6	MRBKX	0.36%	$ -				$ -
	Lord Abbett Short Duration Income R6	LDLVX	0.31%	$ -				$ -
	Standard Stable Value 3		0.60%	$ -				$ -
Ultra Aggressive Portfolio								
	BNY Mellon Dynamic Value Fund Y	DRGYX	0.63%	$ -				$ -
	Goldman Sachs Large Cap Gr Insghts	GLCUX	0.54%	$ -				$ -
	Columbia Select Mid Cap Value Instl 3	CMVYX	0.73%	$ -				$ -
	Delaware Ivy Mid Cap Growth R6	IGRFX	0.79%	$ -				$ -
	Franklin Small Cap Value R6	FRCSX	0.59%	$ -				$ -
	Delaware Ivy Small Cap Growth R6	IRGFX	0.87%	$ -				$ -
	Columbia Overseas Value Inst3	COSYX	0.77%	$ -				$ -
	ClearBridge International Growth IS	LMGPX	0.70%	$ -				$ -
	Voya Multi-Manager International Sm	NAPIX	1.20%	$ -				$ -
	Invesco Developing Markets R6	ODVIX	0.84%	$ -				$ -
	Columbia Seligman Tech & Info Inst3	CCOYX	0.85%	$ -				$ -
Aggressive Portfolio								
	JHancock Disciplined Value R6	JDVWX	0.65%	$ -				$ -
	AB Large Cap Growth Z	APGZX	0.52%	$ -				$ -
	Columbia Select Mid Cap Value Instl 3	CMVYX	0.73%	$ -				$ -
	Delaware Ivy Mid Cap Growth R6	IGRFX	0.79%	$ -				$ -
	Franklin Small Cap Value R6	FRCSX	0.59%	$ -				$ -
	Delaware Ivy Small Cap Growth R6	IRGFX	0.87%	$ -				$ -
	Columbia Overseas Value Inst3	COSYX	0.77%	$ -				$ -
	ClearBridge International Growth IS	LMGPX	0.70%	$ -				$ -
	Invesco EQV Emerging Markets All Cap	GTDFX	1.01%	$ -				$ -
	GG CIT III for MetLife GAC 25554 CL 75		1.14%	$ -				$ -
Balanced Portfolio								
	Pioneer Equity Income K	PEQKX	0.66%	$ -				$ -
	AB Large Cap Growth Z	APGZX	0.52%	$ -				$ -
	JPMorgan Mid Cap Value R6	JMVYX	0.65%	$ -				$ -
	Pioneer Select Mid Cap Growth K	PSMKX	0.66%	$ -				$ -
	JPMorgan Small Cap Value R6	JSVUX	0.74%	$ -				$ -
	AB Small Cap Growth Z	QUAZX	0.76%	$ -				$ -
	Columbia Overseas Value Inst3	COSYX	0.77%	$ -				$ -
	ClearBridge International Growth IS	LMGPX	0.70%	$ -				$ -
	Voya Multi-Manager International Sm	NAPIX	1.20%	$ -				$ -
	Columbia Emerging Markets Inst3	CEKYX	1.03%	$ -				$ -
	MFS Global Real Estate R6	MGLRX	0.83%	$ -				$ -
	Delaware Ivy Global Bond Fund Class	IVBDX	0.70%	$ -				$ -
	JHancock Bond R6	JHBSX	0.35%	$ -				$ -
	Transamerica Stable Value		0.75%	$ -				$ -
Moderate Portfolio								
	BNY Mellon Dynamic Value Fund Y	DRGYX	0.63%	$ -				$ -
	JPMorgan Growth Advantage R6	JGVVX	0.55%	$ -				$ -
	MFS Mid Cap Value R6	MVCKX	0.62%	$ -				$ -
	Delaware Ivy Mid Cap Growth R6	IGRFX	0.79%	$ -				$ -
	Franklin Small Cap Value R6	FRCSX	0.59%	$ -				$ -
	Delaware Ivy Small Cap Growth R6	IRGFX	0.87%	$ -				$ -
	Columbia Overseas Value Inst3	COSYX	0.77%	$ -				$ -
	ClearBridge International Growth IS	LMGPX	0.70%	$ -				$ -
	JHancock Strategic Income Opps R6	JIPRX	0.65%	$ -				$ -
	Pioneer Bond K	PBFKX	0.33%	$ -				$ -
	Federated Hermes Capital Pres ISP		0.70%	$ -				$ -
Conservative Portfolio								
	BNY Mellon Dynamic Value Fund Y	DRGYX	0.63%	$ -				$ -
	AB Large Cap Growth Z	APGZX	0.52%	$ -				$ -
	Columbia Overseas Value Inst3	COSYX	0.77%	$ -				$ -
	ClearBridge International Growth IS	LMGPX	0.70%	$ -				$ -
	Franklin US Government Secs R6	FGORX	0.50%	$ -				$ -
	PIMCO Short-Term Instl	PTSHX	0.45%	$ -				$ -
	Diversified Stable Value		0.50%	$ -				$ -
Fixed Income Portfolio								
	Pioneer Strategic Income K	STRKX	0.59%	$ -				$ -
	Pioneer Bond K	PBFKX	0.33%	$ -				$ -
	PIMCO Short-Term Instl	PTSHX	0.45%	$ -				$ -
	Invesco Senior Floating Rate R6	OOSIX	0.71%	$ -				$ -
	Standard Stable Value 5		0.80%	$ -				$ -
$ -			Total Expense	$ -			Total Expense	$ -

If your Firm is selected, you will be asked to justify initial investment recommendations that differ from those listed above.

EXHIBIT F – RECORDKEEPING & ADMINISTRATION SERVICES QUESTIONNAIRE

1. Does the Firm offer record-keeping and plan administration in-house or would the Firm partner or subcontract with record-keeping providers?

2. If the Firm partners with record-keeping providers, what record-keeper would be proposed for our plan and why? Describe the relationship in full.

3. Describe the account services and transaction capabilities available through the participant website.

4. Does the Firm offer a mobile app? Provide a sample page of mobile app features.

5. Can participants request online distributions? Is this through the company's website or third-party?

6. How will we transmit payroll data to the company? Provide an example if needed.

7. Describe in detail how the system processes transfers/exchanges (including frequency/limitations). Are confirmations sent?

8. Can employer and employee contributions be tracked separately?

9. What checks and balances are in place to ensure transactional integrity?

10. How often are Team meetings held between the Administrative Team and the Client?

11. Describe the Firm's cybersecurity threat mitigation defenses and protocols.

12. Please describe how the Firm would approach a plan conversion from the current service provider to your Firm if selected.

EXHIBIT G - PARTICIPANT SERVICES QUESTIONNAIRE

1. Provide how participants would be able to contact the participant service team.

2. Does the Firm assist with employee enrollment? If so, please provide samples of enrollment materials.

3. Does the Firm provide participant education? How often are those provided?

4. Does the Firm provide participant savings, financial planning, investment and/or retirement advice? What kind of advice can and cannot be provided?

5. If participant advice is provided, is it in-house or via a third party? Provide list of any additional fees that apply (include in Exhibit H).

6. Describe the customization capabilities for participant level statements.

7. Please describe any capabilities the company has to customize its web or call-center.

8. Does the Firm provide any other support to participants?

9. Please describe the Firm's dedicated call center and response times.

SCOPE OF SERVICES ADDENDUM

In alignment with the overarching objectives and requirements outlined in the Request for Qualifications (RFQ), this Scope of Services Addendum provides a comprehensive overview of the specific deliverables, tasks, and responsibilities that the selected provider will be accountable for delivering.

1. Maintain accurate participant records, including demographic, salary deferral, and contribution information.
2. In accordance with the Executive Director of Human Resources, Director of Employee Benefits, and Benefits Office, to provide timely, high-quality service to Plan participants.
3. Process participant enrollment and manage contributions from employees and employers.
4. Process distribution requests, including required tax withholding, for the following: a. Hardship withdrawals
   b. Cash-outs and vested terminees
   c. Retiree lump sums and periodic payments
   d. Partial lump sums
   e. Beneficiary and survivor benefits
   f. Qualified Domestic Relations Orders (QDROs)
5. Track and apply Plan vesting schedules and requirements.
6. Generate participant statements and reports (e.g., 1099-R) as required.
7. Calculate and notify retirees and survivors of annual Required Minimum Distribution (RMD) requirements and process them in a timely manner.
8. Receive and process employee and employer contributions, loan repayments, and any other payments in accordance with Plan terms.
9. Ensure compliance with contribution limits and all applicable IRS regulations governing 403(b) plans.
10. Process and manage participant loan requests, including ongoing payments, defaults, and deemed distributions.
11. Recommend a diverse range of investment options for approval by the Investment Committee and Board.
12. Facilitate participant-directed investment changes and transfers between investment options.
13. Monitor and update investment offerings, as needed, in consultation with KCS.
14. Prepare presentation materials in advance of Investment Committee meetings for review and approval by the Executive Director of HR or Designee.
15. Conduct regular comparative analyses of investment options and associated fees.
16. Produce and distribute quarterly participant statements.
17. Coordinate with auditors, including the preparation and organization of requested Plan records.
18. Facilitate required compliance testing (e.g., 415(c) contribution limit testing).
19. Assist with maintenance and distribution of Summary Plan Descriptions (SPDs) and required notices and disclosures, including fee disclosures.
20. Monitor compliance with current and future IRS regulations applicable to 403(b) plans.
21. Provide support and research on matters pertaining to Plan design, compliance, and participant needs.
22. Offer a dedicated participant support hotline and online portal for participant inquiries and assistance.
23. Provide tools and resources for retirement planning and investment education.
24. Educate participants, both on-site and remotely, about Plan features, investment options, and retirement planning, including periodic group and individual counseling sessions.
25. Provide enrollment kits to new participants, including SPDs and investment brochures.

26. Disseminate Plan-related communications and updates to participants.
27. Maintain a secure online portal for participants to access account information and execute transactions.
28. Ensure data privacy and security in accordance with industry standards and regulations.
29. Provide regular reports to the Executive Director of HR or Designee, including participant activity, investment performance, compliance testing results, and any other relevant topics.
30. Monitor performance of non-discretionary trustee and assist in the selection or removal of trustees, as warranted and approved by KCS.
31. Disclose annually to Executive Director of HR or Designee the total fees and expenses paid to the provider, broken down by category, if applicable.
32. Maintain familiarity with KCS employee state and local retirement and other benefits, and consult on 403(b) Plan features, changes, best practices, and legislative developments.
33. Offer guidance on Plan governance, fiduciary responsibilities, and compliance matters.
34. Provide recommendations on Plan improvements and strategies to enhance participant outcomes.
35. Assist with the implementation of structural changes to the Plan.
36. Evaluate Plan modifications and issue actuarial impact letters for each proposed Plan amendment, if necessary.
37. Designate executive, management, and administrative-level points of contact for the Benefits' Office, payroll department, trustees, and other HR staff.
38. Collaborate closely with the Executive Director of HR and Director of Employee Benefits, and current administrators to ensure a smooth transition of administrative services, including the accurate transfer of participant data, investments, and historical records, if needed.

ATTACHMENT A
KNOX COUNTY PROCUREMENT DIVISION
IRAN DIVESTMENT ACT/NO BOYCOTT OF ISRAEL
REQUEST FOR QUALIFICATIONS NUMBER 3608

By submission of a response to this solicitation, each respondent and each person signing on behalf of any respondent certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each respondent is not on the list created pursuant to Tennessee Code Annotated § 12-12-106.

Authorizing Signature:

(sign in blue ink)

Title: _____ Date: _____

Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, by submission of a response to this solicitation, each respondent and each person signing on behalf of any respondent certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each respondent is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel.

Authorizing Signature:

(sign in blue ink)

Title: _____ Date: _____

ATTACHMENT B
KNOX COUNTY PROCUREMENT DIVISION
REFERENCES
REQUEST FOR QUALIFICATIONS NUMBER 3608

Vendor: _____

Proposers shall submit a list of three (3) projects of similar size which have been in service during the last three (3) years. Each vendor is responsible for obtaining approval to submit and confirming the contact information provided for each reference. Knox County/KCS will not be responsible for gathering additional information for references that are incomplete or incorrect. References checks will be sent via email only. Reference Forms that cannot be delivered with the contact information listed, not returned prior to the deadline listed on the form, or not returned at all will be scored accordingly. Do not use Knox County Government or KCS as a reference.

Name of Firm: _____

Contact Person: _____ Phone Number: _____

Email Address: _____

Nature of Contract: _____

Services Provided: _____

Contract start date: _____ Contract end date: _____

Name of Firm: _____

Contact Person: _____ Phone Number: _____

Email Address: _____

Nature of Contract: _____

Services Provided: _____

Contract start date: _____ Contract end date: _____

Name of Firm: _____

Contact Person: _____ Phone Number: _____

Email Address: _____

Nature of Contract: _____

Services Provided: _____

Contract start date: _____ Contract end date: _____

RFQ 3608
403(b) THIRD-PARTY ADMINISTRATIVE SERVICES

Knox County Schools

December 9, 2024



Submitted by:

USI Consulting Group
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USI Consulting Group
900 South Gay Street, Suite 1796
Knoxville, Tennessee 37902
Tel: 865.523.8353

December 9, 2024

RFQ Number 3608
Knox County Procurement Division
Suite 100, 1000 North Central Street
Knoxville, Tennessee 37917

In the enclosed materials, USI Consulting Group ("USICG") responds to RFQ Number 3608 for 403(b) Third-Party Administrative Services. As directed in the Request for Qualifications ("RFQ"), our submission contains 1 (one) marked original, 1 (one) exact copy, and an electronic version provided on a flash drive. In addition, we are providing our Fees and Expenses response in a separate envelope as required by the RFQ. This letter will authorize the submission of the qualifications of USICG in response to the RFQ.

Below are a few key considerations:

- USICG's team possesses the historical knowledge, the capabilities, and the flexibility to oversee the investment strategy and administrative objectives that specifically address KCS' philosophy and values.
- USICG maintains no proprietary funds and thus is completely independent. The Investment Committee can be assured that USICG has KCS' best interests in mind without any conflicts of interest.
- USICG has significant experience providing similar services to related entities. For example, USICG has been Knox County's advocate for over 30 years providing investment advisory and third-party administrative to nine (9) Knox County plans: Closed DB, Teachers DB, UOPP DB, 401(a), 457(b), MERP, STAR, Disability, and OPEB.
- The experience of USICG's staff with Knox County and related entities will be invaluable to KCS. USICG's fee quote has been determined by recognizing the totality of its relationship with the County and KCS. Further, over 80% of the USICG Knoxville office's clients are public service employers, including cities, counties, utilities, local school systems, Tribal governments, and universities. Knox County is the largest client in the USICG Knoxville office and one of the largest clients in USICG. This ensures that resources will be provided to ensure services at the highest level are provided to KCS.

If there are any questions regarding USICG's responses to this Request for Qualifications, please contact me directly at 865-719-0955 or via e-mail at bob.cross@usi.com.

Sincerely,

USI Consulting Group

Bob Cross, ASA, FCA, MAAA
President, USI Consulting Group Central and Southern Regions

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Vendor Information

Company Name	USI Consulting Group USI Advisors, Inc.
Address	900 South Gay Street Suite 1796 Knoxville, Tennessee 37902
Contact Person Phone Number	865.719.0955
Contact Person and e-mail address	Bob Cross, ASA, FCA, MAAA President, Central and Southern Regions bob.cross@usi.com
Knox County Vendor Number	53747
State License (if applicable)	N/A
Knox County Business License **(if applicable). State N/A if not applicable.**	N/A
EIN Number	06-1053228

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- ***Provide a completed Exhibit A, Organizational Questionnaire and any materials requested within the questionnaire.***

EXHIBIT A - ORGANIZATIONAL QUESTIONNAIRE

1. **Provide the Respondent's name, headquarters' address, name of contact person, title, phone number, and email address. If the company has a website, please provide the URL.**

Respondent Name	USI Consulting Group USI Advisors, Inc.
Headquarters Address	95 Glastonbury Boulevard, Suite 102 Glastonbury, CT 06033
RFP Contact	Bob Cross, ASA, FCA, MAAA President, Central and Southern Regions USI Consulting Group Phone: 865.523.8353 Fax: 865.523.8227 bob.cross@usi.com
Company Website	https://www.usicg.com/

2. **Where is the physical office located that will serve as KCS's primary contact?**

   Services are provided from our Knoxville, Tennessee office at the following location:

   USI Consulting Group
   900 South Gay Street, Suite 1796
   Knoxville, Tennessee 37902

3. **How many years has the Firm been in business? How many years has the Firm provided third party administrative services, including investment advice, for government entities specifically? How many years has the Firm been active in the defined contribution business?**

   USI Consulting Group, Inc. has been in business for forty-eight (48) years and has been providing third-party administrative services, including defined contribution services, for a wide variety of privately held firms, states, counties, cities, utilities, tribal governments and their enterprises, educational institutions, and non-profit entities for that entire period.

   USI Advisors has been providing investment advisory services since 1994 (29 years).

   The requested consulting services will be provided by team members from both USI Consulting Group ("USICG") and USI Advisors ("USIA").

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4. Provide a brief history of the Respondent.

Ownership History

In 2012, USI was acquired by a private equity firm, Onex Corporation.

In 2017, USI was acquired from Onex Corporation by private equity (PE) firm KKR and Canadian pension fund Caisse de dépôt et placement du Québec (CDPQ).

Our current owners wish to hold USI as an "Evergreen Investment" versus the typical private equity investment which has an end date. Thus, no changes in ownership are expected in the future.

Significant Developments

Findley

In October of 2020, USI reached a definitive agreement to purchase Nashville, Tennessee-based Findley, Inc. Founded in 1969, Findley was a leading independent human resources and employee benefits consulting firm, providing actuarial, benefits and administrative consulting services to private and publicly held companies, the public sector and non-profit organizations. Findley is also the actuary for the State of Tennessee and City of Knoxville.

5. Describe the ownership structure of the Respondent.

USI Consulting Group ("USICG") is a premier provider of defined contribution and defined benefit plan consulting and administrative services and based in Glastonbury, Connecticut. USICG is a wholly owned subsidiary of **USI, Inc. ("USI")** and an affiliate company of both **USI Advisors, Inc. ("USIA")** and **USI Securities, Inc. ("USIS").**

USIA is a Securities and Exchange Commission (SEC) Registered Investment Advisor (RIA) offering investment advice to retirement programs and endowments. USIS is a broker-dealer and member of FINRA/SIPC.

USI firms are characterized by having a strong regional franchise name, specialized areas of expertise, a history of growth, strong management, strong market relationships and broad financial services capabilities.

USI is headquartered in Valhalla, NY and is comprised of more than 200 offices located throughout the United States and employs over 10,000 people nationwide.

Privately held, USI Insurance Services LLC is an operating company wholly owned by USI, Inc.—which, in turn, is majority owned by USI Advantage Corp., which is controlled by entities affiliated with Kohlberg Kravis Roberts & Co. L.P (KKR). USI executives and employees also are investors in USI Advantage Corp. and retain decision-making responsibility with respect to day-to-day operations and client engagement at the local level.

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6. Describe the succession plan the Firm has in place.

USI Consulting Group and USI Advisors, Inc. are proud to be part of USI, Inc. under ownership with KKR. Our owners wish to hold USI as an "Evergreen Investment" versus the typical private equity investment which has an end date. Thus, no changes in ownership are expected in the future. We were the first ever acquisition by KKR from their balance sheet, demonstrating their belief in our business model. Their plan is to realize significant appreciation of our stock and begin paying dividends 5 years from now. Our executives have been part of our staff for 15 – 30 years, all of them are shareholders of USI stock and their financial futures rely heavily on USI's success. As such, we have plans to expand our practices nationwide and grow our employee population to become the leader in middle market retirement consulting.

A succession plan for the Knoxville office has been developed for all senior personnel. That plan is proprietary and confidential.

7. Does the Firm have any relationships with other firms? Would any services provided to KCS be sub-contracted out? If so, please list the services and subcontractors.

No, neither USI Consulting Group nor USI Advisors use subcontractors to provide retirement plan services to clients.

8. Is the Firm regulated by the State of Tennessee, FINRA, and/or the SEC?

USI Advisors, Inc. is a Registered Investment Advisor under the federal Investment Advisers Act of 1940 and is registered with the Securities and Exchange Commission.

9. Is the Firm registered as an investment adviser under the federal Investment Advisers Act of 1940 or exempt from registration? If registered, when was the Firm first so registered? Please provide a copy of your most recent Form ADV, Parts I & II, if applicable.

USI Advisors, Inc. is a Registered Investment Advisor under the federal Investment Advisers Act of 1940 and is registered with the Securities and Exchange Commission. USI Advisors was first registered with the SEC in 1994.

Please see Appendix A for a copy of our most recent Form ADV Parts 1 & 2.

10. Describe the Firm's errors and omissions insurance and investment advisor professional liability coverage.

USICG carries appropriate Errors & Omissions and Investment Advisor Professional Liability Coverage through XL Specialty Insurance Company. The current levels of insurance are $15 million per occurrence and $15 million aggregate. We also carry Directors & Officers Liability coverage at a limit of $10 million through XL Specialty Insurance Company.

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11. Describe the procedures in place that would mitigate potential conflicts of interest.

Below are the procedures USICG uses to mitigate or eliminate potential conflicts of interest:

1. **Disclosure:** USICG requires individuals to disclose any potential conflicts of interest. This allows others to evaluate whether there is a real or perceived conflict and make an informed decision about whether to proceed with the relationship.
2. **Recusal:** In situations where a conflict of interest is identified, individuals may be required to recuse themselves from decision-making processes or activities that could be influenced by their interests.
3. **Separation of duties:** In some cases, it may be possible to separate duties or responsibilities to prevent conflicts of interest from arising.
4. **Code of conduct:** USICG has established a code of conduct that outlines expectations for behavior and ethical standards. This helps to prevent conflicts of interest from arising and provides guidance on how to address them if they do occur.

12. Has the Firm been involved in any regulatory actions or litigation in the past five (5) years? Has any member of the firm been fined, disciplined and/or suspended by the SEC, the NASD or any regulatory agency? If yes, please explain.

No.

13. Describe any past or pending litigation relating to the services associated with retirement plans.

USICG was a named defendant in a civil lawsuit alleging negligence in Minnesota. The case was settled with no admission of liability or wrongdoing.

14. Does the Firm have a business continuation and disaster recovery plan? Please describe.

Yes, the USICG Business Continuity Plan (the "Plan") addresses the needs of USICG's primary business locations and ensures the safety and integrity of our clients' information and programs as well as the Firm's actions, responsibilities, and facilities necessary to continue operations in the event of a disruption. The Plan is overseen by USI's Information and Technology Department and details procedures to be used to enable critical business processes in the event of a disaster. The levels of disasters have been defined as:

Level 1	Loss of data due to corruption or environmental issues
Level 2	Loss of one or more systems, e.g., loss of power or system crash
Level 3	Complete loss of site. The physical building is inaccessible, and all systems are unusable.

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The Plan includes the following disaster recovery procedures that guide technical restoration:

- Recovery Timeline and Logistics
- Perform Initial Response Team Procedures to assess the interruption
- Activate Recovery Team Personnel
- Activate Recovery Team Vendors
- Initiate Recovery Activities, both at the Recovery Center
- Prepare Recovery Center and assign Recovery Team Responsibilities
- Verify the recovery of the technical infrastructure environment

Plan Testing and Maintenance

The Plan is reviewed and updated every six (6) months and is tested on a regular basis (November) to train staff and ensure the Plan will work when needed.

Communication

In the event of a business disruption, clients will be notified via email and/or telephone regarding the extent of the disruption and guidance on interim procedures and contact information. Our websites - www.usi.com and www.usicg.com - will carry updates and interim contact information. The Plan provides contact information and protocols for all staff and clients and anticipates telephone calls, email, USPS mail, and Special Delivery mail and has prescribed actions to accommodate day-to-day requests and communications.

Data Storage

The Plan prescribes back-up and storage procedures for each office. Paper files are archived, and retained, off site according to the needs of each office.

Recovery and Relocation

The Plan includes business relocation in the event of circumstances that prevent the use of existing facilities.

15. What are the Firms cyber security polices?

Please see Appendix B entitled *Securing Your Information – USI's Approach to Information Security and Data Privacy*.

16. What objectives or key performance indicators does the Firm set with respect to serving clients?

USICG sets the following objectives when it comes to serving our clients:

- **Providing high-quality products or services:** USICG strives to provide products or services that meet or exceed our clients' expectations. This includes ensuring that the services are reliable, safe, and effective.
- **Meeting deadlines:** Clients often have deadlines that they need to meet; USICG will deliver their services within the specified timeframe.
- **Providing excellent customer service:** USICG will provide clients with a positive experience by being responsive, friendly, and helpful. This includes promptly responding to inquiries, addressing concerns or complaints, and being available to provide support when needed.

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- **Building strong relationships**: USICG will build strong relationships with their clients by understanding their needs and preferences and providing personalized service. This helps to foster trust and loyalty and can lead to long-term partnerships.
- **Innovating and adapting:** USICG will stay ahead of the competition by continuously innovating and adapting to changing market conditions and client needs. This can involve developing new services, improving existing ones, or adopting new technologies to improve efficiency and effectiveness.

17. What is considered to be the greatest asset to the company?

Our people are our greatest asset at USI, and we champion their dedication to clients. At USICG, we focus on providing a holistic, customer service based approach to our clients and that cannot be achieved without our strong teams.

USICG recognizes exceptional client management through its Summit Award. The Summit Awards were created in 2011 as a reward and recognition program for associates nationwide who serve both internal and external clients. To be nominated for this program, associates must go above and beyond servicing the needs of their clients. It was the first of its kind at USICG and is a unique program in the industry that was honored in 2016, during the Insurance Marketing Communication Association Showcase Awards. The Summit program allows winners to choose their own ideal experience through an individualized, curated program that they personally schedule with a concierge. In addition to the new Summit Experiential Award, winners also enjoy company-wide recognition, local office celebrations, and a custom-designed trophy.

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- ***Provide a completed Exhibit B, Personnel Questionnaire and any materials requested within the questionnaire.***

EXHIBIT B - PERSONNEL QUESTIONNAIRE

1. **How many employees does the Firm have and how many would be assigned to KCS?**

   USICG has approximately 650 employees. Our staff includes top professionals with significant advisory, consulting, insurance, financial and accounting backgrounds including Actuaries, CFAs, Consultants, Attorneys, CIMAs, CEBS, and Benefit Plan Administrators.

   There will be eight USICG team members providing services to KCS's 403(b) Plan. That includes investment advisory, consulting administrative, and recordkeeping services. The proposed KCS service team members are provided in our response to Question #2 below.

   The Investment Consultant, Relationship Manager and Managing Consultant are all located in the Knoxville office. That office employs two CFAs, one of whom is also an Attorney.

   Betsy Hammond, USICG COO, also provides Senior Oversight. She is located in the Brentwood, Tennessee office of USICG.

2. **Provide a biography and/or resume of the key personnel who will be responsible for servicing this account, their office location and contact information. Describe any specializations they have.**

Proposed KCS Service Team		
Name/Title	Business Role on this Contract	Work Location
Bob Cross, ASA, FCA, MAAA President, USICG Central and Southern Regions USI Consulting Group o: 865.523.8353 | c: 865.719.0955 bob.cross@usi.com	Managing Consultant	Knoxville, TN
Jennifer Reynolds, MBA, CCFO Senior Relationship Manager 900 South Gay Street Suite 1796 Knoxville, Tennessee 37902 jennifer.reynolds@usi.com 865.450.1910	Relationship Manager	Knoxville, TN

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Proposed KCS Service Team		
Name/Title	Business Role on this Contract	Work Location
E. Brett Bronkhorst, QKA®, CIMA® Regional Senior Investment Consultant USI Advisors o: 860.652.1011 | c: 865.712.1217 brett.bronkhorst@usi.com	Regional Senior Investment Consultant	Knoxville, TN
Chris Martin Senior Vice President USI Consulting Group o: 860.368.2935 chris.martin@usi.com	Direct Solutions	Glastonbury, CT
Mona Mulvany, QKA Operations Leader USI Consulting Group o: 629-895-7888 mona.mulvany@usi.com	Operations	Dublin, OH
Betsy Hammond, FSA, EA, FCA, MAAA Chief Operating Officer USI Consulting Group 5301 Virginia Way, Suite 400 Brentwood, TN 37027 o: 629.895.7812 betsy.hammond@usi.com	Chief Operating Officer	Nashville, TN

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Bob Cross, ASA, FCA, MAAA



Bob Cross is the President of the Central and Southern Regions of USI Consulting Group. He has more than 30 years of experience in all aspects of employee benefits and retirement planning, with special emphasis on the design, funding, security, administration, and implementation of qualified and nonqualified retirement programs. Bob has worked with many large public and private corporations on the coordination of retirement benefits with other elements of total compensation programs, as well as the development of effective benefit and cost containment programs.

Bob holds an MS degree in Actuarial Science from Georgia State University. He is an Associate of the Society of Actuaries, a Member of the American Academy of Actuaries, and a Fellow of the Conference of Actuaries in public practice, among other distinctions.

Jennifer Reynolds, MBA, CCFO



Jennifer Reynolds is a Relationship Manager in the Knoxville, Tennessee office of USI Consulting Group. Before joining USI, Jennifer worked as a Manager for Knox County Schools. She has over 15 years of experience in finance, risk management, and customer relations. She is responsible for providing client services to plan sponsors and plan participants nationwide. Along with conducting quarterly investment reviews and employee educational meetings for her clients, Jennifer's role as a relationship manager is to foster and maintain relationships with existing clients and to deliver high quality services. She partners with plan sponsors to design and implement retirement plans that meet the needs and objectives of plan sponsors and their participants.

Jennifer is a graduate of Tusculum University with a Master's degree in Business Administration, and she holds a Bachelor of Arts from the University of Tennessee in Communication with a Business Administration Minor. Jennifer also holds a County Finance Officer Certification through the Comptroller of the Treasury.

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E. Brett Bronkhorst, QKA®, CIMA®



Brett Bronkhorst is the Regional Senior Investment Consultant and a Relationship Manager for USI Advisors, Inc. in the Knoxville, Tennessee, office of USI Consulting Group. Brett leads the investment strategy team for the Central & Southern Regions.

Brett is responsible for developing, implementing, and monitoring investment strategies across local and tribal governments as well as corporate and tribal enterprises. He provides investment advisory services to defined benefit plans, defined contribution plans, other post-employment benefit plans, minor's trusts, and endowments. In addition to conducting investment reviews and participant education, Brett coordinates on/off-site investment manager due diligence meetings for investment committees.

Brett chairs the Fiduciary Oversight Committee which is responsible for the creation of quarterly economic and capital market analyses for USI Advisors, Inc.

Brett is a Qualified 401(k) Administrator® and Certified Investment Management Analyst® designee. He graduated summa cume laude from the University of Tennessee, Knoxville with a Bachelor of Science in Business Administration majoring in Finance with a dual concentration in Business Analytics and dual majoring in Economics with a dual concentration in International Business. Industry education includes FINRA administered Series 7, 63, and 65.

Mona Mulvany, QKA



Mona Mulvany is a Senior Consultant with more than 30 years of experience in all aspects of Defined Contribution retirement plans, with special emphasis on plan design and management of Conversions, Operations and Consultants. She is an Operations Leader based in Indianapolis, Indiana.

Mona graduated from Indiana University, Bloomington, Indiana with a Bachelor of Science in Business Management. Industry education designations include: Qualified 401(k) Administrator (QKA).

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Christopher Martin



Chris Martin serves as a Senior Vice President and Practice Leader in USI Consulting Group's Defined Contribution department. He consults on plan design and specifications, as well as on plan administration and compliance issues. While overseeing the administrative operations and outsourcing services of his practice, he manages a service model that he helped to design.

Chris joined the company as a defined contribution plan consultant and is one of the original developers of Direct Solutions® – the signature 401(k) program of USI Consulting Group. His previous experience also includes six years with a national insurance company in the group pension division.

Chris received a BS degree in Finance from the University of Connecticut. Industry education and designations include: FINRA administered Series 6 and 63 licenses and is an IAR of USI Advisors. Member of the Profit Sharing/401(k) Council of America; the Society of Professional Administrators and Recordkeepers, and the ESOP Association.

Betsy Hammond, FSA, EA, FCA, MAAA



Betsy Hammond is the Chief Operating Officer for USI Consulting Group and as such coordinates with the retirement practice leaders in overseeing day-to-day operations to assure seamless delivery of services to clients, and to drive profitable and sustainable growth for the firm.

Prior to joining USICG, Betsy served as Managing Principal and Chief Executive Officer of Findley, a full-service benefits consulting firm. In this role, Betsy was responsible for the overall direction and strategy of the firm, including initiatives to introduce new services and grow the firm both organically and through strategic acquisition, and assure that Findley remained a trusted advisor to our clients. Findley was acquired by USI Insurance Services and became part of USI Consulting Group in 2020.

Betsy has nearly 30 years of experience in the retirement industry, including a variety of business and industry leadership roles. Prior to its acquisition by Findley in 2016, Betsy served as Managing Principal of BPS&M, a subsidiary of Wells Fargo & Company. Earlier in her career, Betsy served as actuary and managing consultant for a number of large clients, advising organizations in the healthcare, banking, manufacturing, agriculture, and professional services industries, on benefit plan strategies, funding of qualified and nonqualified plans, and compliance matters.

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Betsy is a Fellow of the Society of Actuaries (FSA), an Enrolled Actuary (EA), a Fellow of the Conference of Consulting Actuaries (FCA) and a Member of the American Academy of Actuaries (MAAA). Betsy received her undergraduate degree in Economics from Davidson College. She received her master's degree in Actuarial Science from the Georgia State University College of Business. She is a member of Phi Beta Kappa.

For an overview of the Knoxville office team, please see Appendix C entitled *Meet Our Staff*.

3. Do any members of the team have ownership in the organization?

Privately held, USI Insurance Services LLC is an operating company wholly owned by USI, Inc.—which, in turn, is majority owned by USI Advantage Corp., which is controlled by entities affiliated with Kohlberg Kravis Roberts & Co. L.P ("KKR").

The remaining shareholders are made up of USI executives and employees, who not only have a financial stake in the company, but also retain decision-making responsibility with respect to day-to-day operations and client engagement at the local level.

Bob Cross and Brett Bronkhorst are USI shareholders.

4. List the turnover in key personnel that has occurred during the past five (5) years. Include the length of employment and reason for departure.

Over the last five years, there has been no turnover at the senior leadership level within USICG and USI Advisors. At the servicing office level (Knoxville, Tennessee), only one key investment account manager has left the firm.

5. Will KCS have a dedicated relationship manager or point of contact for inquiries, updates, and ongoing communication?

Yes, the KCS Relationship Manager, Jennifer Reynolds, would serve as the dedicated Relationship Manager for KCS while Bob Cross would serve as the Managing Consultant for the relationship. Brett Bronkhorst, Senior Investment Consultant, would be the point-of-contact for Investment Advisory services.

6. What is the standard response time for inquiries or concerns raised by KCS?

USI maintains a customer service policy response time of 24 hours from receipt of emails or voicemails. More typically, a member of our account service team responds within 1 – 2 hours of receiving an email or voicemail. All our professionals are equipped with mobile phones and laptop computers so that they can access messages while they are out of the office. We are happy to assist wherever and whenever we can.

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7. What communication channels do you offer for interacting with KCS?

Service Team

Managing Consultant – Bob Cross will serve as KCS's Managing Consultant. Due to our close proximity to the KCS offices, Bob is available to meet with Board members, Investment

Committee members, or retirement staff as needed for meetings outside of those regularly scheduled.

Relationship Manager – Jennifer Reynolds will serve as the Relationship Manager and KCS's day-to-day contact responsible for Plan service management and compliance support for the entire engagement. She will also assist with day-to-day Plan issues or inquiries regarding administration. She may be reached on her work or mobile phone at KCS's need. Communication may be delivered via email, WebEx virtual meetings, or in person, as requested.

Investment Advisory Team – The team consists of a Regional Senior Investment Consultant, Brett Bronkhorst, and an Investment Consultant, Ralph Lehman. In addition, there are several Investment Analysts that conduct research and due diligence on investments. Brett will continue to attend the quarterly Fiduciary Oversight Review Meetings with the Investment Committee to deliver the review of investments. Brett will also prepare the Fiduciary Oversight Report, and send it prior to the meeting.

8. Describe the Firm's compliance department or function and its role in servicing KCS.

We have a fully staffed legal department managed by an ERISA attorney with over 30 years of experience. Our legal department continually reviews current legal changes affecting retirement plans. They are available to work with your legal counsel to provide interpretations, discuss opinions and review other matters related to the KCS retirement plan.

Our legal consultants can provide you with:

- Research and analysis of laws and regulations pertaining to retirement, compensation, and health and welfare programs
- Assistance in attaining both compliance and management goals
- Clear and concise information provided regularly via newsletters and periodic updates
- Legal, research, and actuarial professionals who are in touch with developments at the federal, state, and local levels
- Fiduciary training

Our service team can assist KCS in addressing any regulatory or legal issues your plans may face. These services are available to KCS as part of our proposed services.

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- ***Provide a summary detailing the strengths of the Firm's personnel in regard to relevant experience and qualifications.***

For nearly 50 years, organizations have relied on us to help their employees successfully plan and invest for retirement. Our integrated team of highly skilled professionals provide specialized expertise in retirement plan, investment, actuarial, and benefits consulting for clients across the United States. Our clients consist of public and private sector employers, not-for-profit organizations, as well as Fortune 500 companies. We are a top 10 retirement consulting firm focused on optimizing your retirement plan, driving financial wellness for your employees, and influencing the long-term financial success of your organization.



**As of September 30, 2024. Investment advice provided by USI Advisors, Inc. | 1017.S0830.99095*

Within USICG, our staff includes top professionals with significant consulting, insurance, financial and accounting backgrounds, including Actuaries, Consultants, Attorneys, AIFs, CAIAs, CEBS, CFAs, CIMAs, CFPs, FSAs, QPAs, RPAs, and Benefit Plan Administrators.

The members of the Knoxville office all have significant professional experience and credentials and have many years of experience working with entities like KCS.

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- ***Provide a completed Exhibit C, Client Questionnaire and any materials requested within the questionnaire.***

EXHIBIT C - CLIENT QUESTIONNAIRE

Number of Current Clients for Entire Company					
	Govts in TN	**Govts outside of TN**	**Non-Govts in TN**	**Non-Govts outside TN**	**Total Clients**
Administrative Services + Investment Advice	17	28	15	374	434

Number of Current Clients for Location who will service KCS					
	Govts in TN	**Govts outside of TN**	**Non-Govts in TN**	**Non-Govts outside TN**	**Total Clients**
Administrative Services + Investment Advice	14	3	13	28	58

1. **Describe any unique expertise the Firm has with respect to governmental, non-ERISA, defined contribution retirement plan consulting.**

   Throughout the State of Tennessee and the broader United States, USI Consulting Group provides defined contribution administrative and investment advisory services to all types of governmental entities, including municipalities, cities, counties, states, and tribal governments. USICG understands the unique needs and customizability needed by each entity and works to build the best retirement plans for our clients.

   Tribal Governments

   - Tribal Sovereignty: To what degree does that impact the various components of their retirement system?
   - Are some of their participants covered by Social Security?
   - Which components may be subject to the provisions of ERISA?
   - Does the client wish to maintain two plans, one for tribal members and the other for commercial employees, or maintain one plan?

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Municipal Electric Systems

- Are they growing or stagnant?
- Should they freeze their pension plan and adopt a new plan?
- If so, what should the plan deposit structure be?
- What are other utilities like the client providing?

Counties and Cities

- Is the defined contribution plan the only plan or a supplemental plan?
- What is the goal of the supplemental plan?
- Does the client have a post-retirement medical plan (OPEB plan,) and how does that relate to the retirement plan?

From an investment perspective:

- Does the client want to utilize passively or actively managed funds or some combination thereof?
- Are there ESG considerations?
- What criteria are to be utilized to evaluate funds?
- How best to develop a coordinated employee education campaign regarding fund choices?
- If it is a supplemental plan, does the client generally want more aggressive investment options?

2. Describe the organization's commitment to quality and the philosophy/approach to client services.

As a national benefits consulting firm, USICG provides a true, holistic approach to investment consulting. This means that clients will have experts in all areas of qualified plan management to support the entire spectrum of best practices. Unlike traditional investment advisory organizations, we can leverage a wealth of industry knowledge and expertise from our Defined Benefit, Defined Contribution and Regulatory & Compliance Departments.

Our consulting philosophy is to help clients make informed and educated decisions by providing all necessary information. In summary, our approach to servicing the Defined Contribution marketplace is detailed below:

- Commitment to detailed and on-going due diligence to help plan fiduciaries identify "best-in-class" service providers and fund managers.
- Efficient and responsive client service with a competitive fee structure.
- Provide expertise with Internal Revenue Code qualification requirements and assist with a defined process that facilitates compliance.
- Act with integrity by living up to our commitments and disclosing fees.
- Provide proactive assistance when a client is facing change or when the priorities and goals related to the retirement program are changing.
- Ensure that plan participants have access to retirement resources and education.
- USICG is committed to quality of service and success in achieving our client's retirement benefit goals.

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USICG views the customer experience and holistic consultative approach to serving its clients as a clear differentiator. Our clients are served by small and highly experienced teams with decision making authority and direct access to our senior management team. Our consultants are encouraged to provide assistance and guidance to our clients by using the wide range of technical resources within USICG and to deliver results without charging for additional time spent on a client's account. In addition, USICG encourages regular meetings with clients. We have found that this process promotes open and candid discussions where issues can be brought up and resolved in their early stages.

3. Describe the procedures for monitoring (a) client satisfaction and (b) participant satisfaction.

Bob Cross will serve as the Managing Consultant for KCS. Bob's role is to ensure satisfaction with the services we provide. Bob's responsibility is to monitor success criteria specific for each of our service areas which include benchmarking against client expectations, establishing and monitoring against a project plan, and periodic peer review. He will also discuss these success criteria with the client to gain the client's perspective on the engagement's success. All client feedback is shared and incorporated in the projects.

Each of our employees is evaluated based on client satisfaction results and retention. We measure satisfaction by conducting bi-annual surveys of our clients. Those results are used to guide changes and improvements in our customer service policies in addition to compensation and bonuses for each employee.

USICG has an annual stewardship program where senior executives of the firm contact senior executives at our clients to discuss our service model and their satisfaction with the overall relationship.

To measure success, USICG uses a combination of quantitative and qualitative metrics, such as participant satisfaction surveys, plan benchmarking analysis, investment performance reports, and fee analysis reports.

Ultimately, the success of the retirement plan consulting relationship depends on how well USICG can meet the needs and objectives of the plan sponsor and its employees.

4. How often do consultants meet with clients?

Brett Bronkhorst, KCS's Regional Senior Investment Consultant, will meet with the Investment Committee quarterly to review the Fiduciary Oversight Review which provides an overview of the economic environment, capital markets, investment manager due diligence, investment manager performance, and fund recommendations, if applicable.

Due to our office proximity to KCS, the service team is available to meet face-to-face (or virtually), as needed, when needed.

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5. **How would the Firm handle communication with KCS regarding its account if the Firm's account manager or other members of the designated team were to change?**

   If the account manager or other members of KCS Service Team were to leave, the following steps would be taken.

   - Notify KCS as soon as possible
   - Assign a new account manager
   - Introduce the new account manager
   - Ensure smooth communication
   - Provide ongoing support

6. **Describe the efforts made to keep all members of the Firm's staff current with and informed of developments related to plan governance and practices.**

   To keep all members of USICG's staff current with and informed of developments related to qualified plan governance and practices, the following efforts have been made:

   - **Training sessions**: USICG organizes training sessions for its staff to educate them about qualified plan governance and practices. These sessions may cover topics such as plan design, fiduciary responsibilities, compliance, and regulatory changes.
   - **Continuing education:** USICG requires its staff to undergo continuing education to keep up with the latest developments in qualified plan governance and practices. This may include attending seminars, webinars, or obtaining certifications.
   - **Newsletters and updates**: USICG sends out newsletters or updates to its staff to keep them informed of any changes in qualified plan governance and practices. These communications may highlight relevant news, regulatory changes, or best practices.
   - **Online resources:** USICG provides online resources such as webinars, articles, and blogs that staff can access to stay up-to-date on qualified plan governance and practices.
   - **Peer learning:** USICG encourages peer learning and collaboration among its staff to share knowledge and best practices related to qualified plan governance and practices. This may include holding regular meetings or creating online discussion groups.

   By implementing these efforts, we ensure that all members of our staff are knowledgeable and informed about qualified plan governance and practices, which can help us better serve our clients and maintain compliance with regulatory authorities.

7. **Describe the range of plan sizes for clients managed by the office that would service KCS Plans.**

   The USI Consulting Group office in Knoxville manages plans ranging from $1.5 million to $1.1 billion in assets.

8. **What are the assets under management of the Firm as of September 30, 2024?**

   $49.5 billion.

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9. What are the assets under management of the office that would service our plan as of September 30, 2024?

$5 billion.

10. Please list the types of retirement plans that are currently being serviced.

We currently provide investment advisory services to the following types of retirement plans:

- 401(a)
- 401(k)
- 403(b)
- 457(b)
- Deferred Compensation
- ESOP
- Money Purchase
- OPEB
- Pension
- Profit-Sharing
- Church Plans
- Tribal Government Plans

11. How many retirement plans are managed within the Firm?

1,358 as of September 30, 2024.

12. How many retirement plans does the office that would service our plan manage?

111

13. How many of those retirement plans are in the state of Tennessee?

56

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- ***Provide a summary listing a similar client and/or scope of work that the Firm has successfully provided administrative services for and detail how the success of such projects would translate to success for KCS.***

  A North Carolina based tribal government maintains a trust for minors. The Tribal Government Investment Committee needed a web based educational system that would help members learn about investing, budgeting, and other related components regarding financial literacy. USICG created a system specifically tailored to the client to accomplish that goal.

  That educational system is available to clients of the Knoxville office. The web-based system can thus be adapted to meet the needs of KCS. Financial literacy has become an important component of retirement plan services, and UISCG can provide those services in an efficient yet comprehensive manner. It would be available to KCS as a client at no additional charge.

  In addition, in 2024, USICG has assisted its clients implement a new investment category. That category would permit participants to invest a portion of their account in a guaranteed income option. With that new option, the individual would receive an income for life at the time of retirement. The option would be commission free and portable.

  From the reverse perspective, UCICG has implemented the same strategic approach for its other defined contribution clients including:

  - Institutional Share Classes
  - Streamlined Fund Options
  - All-Encompassing Service Model

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- ***Provide a completed Exhibit D, Consulting Services Questionnaire and any materials requested within the questionnaire.***

EXHIBIT D – CONSULTING SERVICES QUESTIONNAIRE

1. **Outline the full range of consulting services provided by the Firm, and the frequency with which they are generally provided.**

   USICG offers a wide range of customized services for your plan. Our services are designed to help you attain the highest levels of fiduciary compliance in an efficient and cost-effective manner. At the same time, we can help assist you in establishing a program with investment selections that are structured to help your employees achieve their retirement goals. We can support you and help meet these new challenges by offering the following key services:

   ## How We Add Value

   Our goal is to help you make the complex simple. We serve as an extension of your retirement staff and add value by providing a customized approach for your unique needs, making it easy for you to support your employees in their journey to financial wellness. One of the ways we do this is by providing your plan with a dedicated Account Manager and Investment Consultant, who are committed to providing on-going due diligence and responsive client services. Additionally, you have access to a team of highly skilled professionals with regulatory, compliance, and education expertise, as needed, to support your plans.

   We are your trusted partner to help you manage your fiduciary obligations, mitigate risk and remain compliant. By providing the following services USI Consulting Group (USICG) will allow your team to achieve these goals so your organization can focus on your business:

   ### *Investment Advisory Consulting*

   We offer independent, high-level investment strategy and consulting services to help the plan sponsor meet investment and business objectives. Our services include drafting an Investment Policy Statement, monitoring and benchmarking plan investments and associated fees, and, when appropriate, conducting manager searches for alternative investment options.

   **Investment Advice provided to the Plan by USI Advisors, Inc. Under certain arrangements, securities offered to the Plan through USI Securities, Inc.*

   Member FINRA/SIPC. Both USI Advisors, Inc. and USI Securities, Inc. are affiliates of USI Consulting Group. | 1022.S0512.0025

   ### *Plan Management*

   Our plan management services include day-to-day contact and liaison to provide necessary oversight. We deliver independent support and guidance along with a greater level of service, accurate trouble shooting, and timely issue resolution bringing the plan to the stage where it meets its objectives, is compliant, and operates smoothly and efficiently. Weekly Team calls are devoted to process improvements and answering any questions or clarity needed.

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Benchmarking

We regularly provide clients with fee benchmarking reports to understand the competitiveness and reasonableness of plan fees.

Plan Design & Employee Education Strategies

We bring proven plan design, investment, and education strategies to help employees achieve retirement readiness. With our proprietary in-house recordkeeping system, Direct Solutions, we ensure the plan offers meaningful online employee education and meets all regulatory requirements. The Relationship Manager and Investment Consultants will also coordinate with the retirement staff to facilitate any needed components of employee education sessions.

Regulatory & Compliance

We address KCS's goals to help ensure the Plan provisions and operational aspects are managed appropriately and in the context of regularly changing rules and regulations.

In order to capture the comprehensive list of services provided, our Fiduciary Oversight Review houses a Retirement Plan Oversight (below) which lists all of the services being provided, their frequency, and the data last completed. The Retirement Plan Oversight is customized for each client depending on the unique needs of their plans.

PLAN ADMINISTRATION SERVICES	
Service	**Frequency**
Review of Priorities, Goals and Service Needs	Annually
Service Calls	As Needed
Meeting Notes	Quarterly
INVESTMENT ADVISORY SERVICES	
Service	**Frequency**
Fiduciary Oversight Reviews	Quarterly
Committee Meetings	Quarterly
Capital Markets Review	Quarterly
Investment Policy Statement Review	Annually
Asset Quality Review & Due Diligence	Monthly
Share Class Review	Biennially
Target Date / QDIA Special Review	Annually
Money Market / Stable Value Review	Biennially
Benchmarking Asset Classes	Annually
FIDUCIARY SERVICES	
Service	**Frequency**
Fiduciary Training	Periodic
Co-Fiduciary Support	Ongoing

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PLAN BENCHMARKING SERVICES	
Service	**Frequency**
Fee Review / Benchmarking	Quarterly
Platform Provider Review / Search	Periodic
Plan Statistics Review	Quarterly
Plan Design Benchmarking Analysis	Biennially
COMPLIANCE SERVICES	
Service	**Frequency**
Regulatory Updates	Ongoing
Compliance Calendar	Quarterly
PLAN PARTICIPANT SERVICES	
Service	**Frequency**
Review of Employee Communication & Education	Annually
Reminder of Distribution of Annual Participant Notices	Annually

2. Does the Firm intend to act as a fiduciary for the Plans and/or participants? In what capacity?

Yes, we will act as fiduciary in a non-discretionary capacity to the KCS 403(b) plan.

As a fiduciary to your plans, your participants' "best interests" is our focus. All recommendations are made with them as a priority. We partner with our clients to help them fulfill their fiduciary responsibilities and believe this starts with a prudent and documented investment process for your investment program. We will assist KCS in helping fulfill its responsibilities related to adding, monitoring, and replacing managers and evaluating the reasonableness of all plan fees against services provided.

3. Does the Firm offer board, committee and/or staff training, education, and support? Please describe.

On/Off-Site Due Diligence Meetings

USICG hosts an annual investment manager due diligence meeting which is available to the KCS. The meeting provides Committee Members an opportunity to directly converse with their fund offering investment managers about their strategies and specific economic and investment trends within their sector. If there are any concerns with an investment manager, this also allows for face-to-face interaction and discussion with the portfolio manager. This unique service is included at no additional charge.

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4. Discuss the investment menu recommendation process, including the overall philosophy, determination of investment objectives and risk tolerance, selection of asset classes and styles, and evaluation of the appropriateness/effectiveness of the Plans' current strategy.

Investment Philosophy

As investment consultants dedicated to retirement plan advice, USI Advisors was built on the foundation of shared values and mutual success. Our investment philosophy is a derivative of that foundation:

- USICG believes that providing a customized investment program based on your specific objectives is the best way to achieve positive outcomes.
- USICG believes risk management is a core component of a successful investment strategy.
- USICG believes expenses need to be evaluated considering their contribution to the achievement of stated goals.
- Transparency is a core component of USICG's team culture.

Our goal is to guide plan sponsors in creating a well-diversified pool of investments to help accommodate their participants' wide-ranging goals, time horizons, differing levels of sophistication and risk tolerances. A defined contribution plan's investment menu should be constructed in a way that balances all of these different participant dynamics.

A Consultative Approach

Our consultative method is a continuous process, comprised of four critical components:

- ✓ **Objective Setting:** Central to developing a complete understanding of your program is determining your long and short-term business and risk/benefit objectives, spending policies, etc. Our goal is to align portfolio strategies consistent with your objectives through a series of discovery sessions.
- ✓ **Analysis and Practical Recommendations:** A detailed examination and study of your program by our senior consultants will provide us with the technical knowledge required to be responsible in the manner in which you deserve and to which you are accustomed.
- ✓ **Implementation:** We will assist KCS in designing an investment strategy around your goals and objectives while incorporating the organization's culture and resources into the process. We review the investment strategy with you, agree upon it, set critical target dates for completion, and then implement the strategy. A specific action plan is provided which details services to be provided and that is used to monitor our service delivery on a regular basis with you.

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- ✓ **Measurable Performance and Monitoring:** In addition to providing periodic status reports, we measure service delivery and program management performance through an annual stewardship report. The stewardship report reviews and recapitulates:
  - Objectives
  - Implementation methods
  - Impact
  - Realization of objectives
  - Status of ongoing work

On a weekly basis, the USIA investment advisory team meets to discuss current economic forecasts and the financial markets. The conference call, lasting approximately 90 minutes, goes through key economic indicators and financial forecasts and may include client specific discussions around the impact to portfolio allocations. Specific market news and information that is sensitive in nature is brought to the attention of clients in the form of a Research Alert or conference call/webinar. This is in addition to the monthly Market and Legal Update newsletter that is delivered electronically to clients.

5. Discuss the investment manager recommendation and selection process, including the overall philosophy, manager research process and the determination of search-specific criteria.

Our due diligence process encompasses both quantitative and qualitative analysis. From a quantitative perspective, we seek managers that are style consistent, deliver attractive risk-adjusted returns, and have consistently achieved outstanding investment results relative to their benchmarks and peer group. However, we believe investment performance provides questions, not answers. Our qualitative analysis includes on-site meetings with the portfolio management team to learn more about the investment process and philosophy. In addition to scrutinizing the portfolio managers and analysts, we seek to learn more about the financial stability of the organization and their business model.

The due diligence process is designed to identify, analyze, evaluate, and monitor investment managers.

Identify

- Utilizing third-party databases and software packages including Morningstar Direct, we apply a rigorous proprietary screening methodology to identify qualified asset managers.

Analyze

- Principals of modern portfolio theory are applied
- Investment analysts employ qualitative and quantitative research techniques to ensure appropriate investment recommendations

Evaluate

- Due Diligence Committee and Investment Committee challenge investment analysts' research to determine quality and consistency of investment recommendations
- Investments are categorized into: approved investment list, hold, watch, or consider replacing
- Recommendations will exclusively come from approved investment list

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Monitor

- Maintain and update database of all clients' investments
- Communicate changes of material nature to clients, including Research Alerts on changes that impact our rating of investment managers
- Ensure preferred investment list reflects our best investment ideas

Our investment manager due diligence process is covered in more depth in Exhibit E – Question 6.

6. Will the proposed investment lineup utilize an open architecture approach? Please describe any restrictions, conditions or limitations on investment recommendations.

Yes, we employ an open architecture platform and do not manage money internally, so we have no proprietary funds. We offer the ability to provide a diverse selection of investment vehicles for retirement plans. The following is a general description of the types of investments we offer to clients:

- Diverse selection of investments (over 8,000 mutual funds)
- Multiple mutual fund managers
- No sales loads, all trades at N.A.V., no mutual fund purchase fees
- Model funds, lifestyle portfolios and target allocation funds
- GIC contracts, company stock, managed portfolios, self-directed accounts
- Money market accounts
- Unitization of unique assets such as: CDs, ETFs, hedge funds, etc.

As we employ an open architecture, the above items are a part of the criteria we use to identify the best securities for your plans, based upon your participants' needs.

7. Describe any proprietary investment products included in your response lineup, if applicable.

We do not offer any proprietary investment products.

USI Advisors is an independent registered investment advisor. We have no ownership interest or affiliation with any investment management firms which allows us to focus solely on serving the investment and governance needs of plan fiduciaries.

8. How do you ensure that the investment options within your proposed lineup are diversified and well-aligned with the varying risk tolerances and investment goals of plan participants?

Our goal is to guide plan sponsors in creating a well-diversified pool of investments to help accommodate their participants' wide-ranging goals, different levels of sophistication, and risk tolerances. A defined contribution plan investment menu must balance several dynamics.

Research on participant behavior in retirement plans ("Behavioral Finance") has shown that plan sponsors should offer an appropriate number of investment choices to encourage participants to participate in the plan and offer them the ability to properly diversify their assets. However, the investment lineup should be rather concise so as not to overwhelm participants with too many choices, particularly when the investment choices overlap, track the same benchmark, and offer practically no diversification benefits to participants.

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We have found that having a tiered approach with three main investment groups allows participants to self-select into the investment structure that best fits their needs. We evaluate the investment menu across three different tiers.

Core Investment Options	We evaluate the equity and fixed income investments being offered in the plan and identify gaps and redundancies as well as evaluate the utilization of active and passive managers in these asset classes.
Multi-Asset Strategies (QDIA)	We evaluate your existing target date provider based on glidepath shape and construction, active/passive underlying exposures, fees, asset class exposures, and other factors and evaluate the appropriateness of the glidepath against the plan demographics (savings rate, income, average age, risk tolerance, etc.) We run several analytical tools to identify a QDIA solution that best fits the needs of your plan participants.
Principal Preservation Options *(Money Market Funds or Stable Value Funds*	We evaluate the benefits and drawbacks of each product. Regarding stable value funds, we evaluate the different types of stable value contracts, financial strength of the issuers, interest credit rates, average credit quality of the portfolio, average duration, and termination provision in the selection of the appropriate stable value fund.

Passive Verus Active Management

Once the asset classes have been determined, the next consideration is whether the management of these asset classes is to be passive or active. USIA has helped clients make educated decisions on implementing active and passive strategies. We acknowledge the benefits and drawbacks of both management styles and rely on the needs of each individual client to determine which approach(es) to take.

Neither approach is mutually exclusive to the other. The decision to utilize actively managed or passively managed investments should be based on a thorough analysis of the specific asset class being considered. For instance, active managers in efficient markets like domestic large cap or international equities may not be able to add significant value relative to their benchmarks, so in this case, it may be appropriate to utilize passive strategies. However, active managers may be rewarded for taking active risk in less efficient asset classes such as fixed income or emerging markets.

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9. Discuss how the portfolio is monitored on an ongoing basis and what would trigger a recommendation for an asset allocation or manager change.

As part of our due diligence, each manager is evaluated on a quarterly basis which will help determine if/when a manager should be terminated. Each investment is assigned one of three USIA due diligence classifications which is listed in the Action History Report of the client's Fiduciary Oversight Report: **Hold, Watch** and **No Action**. A definition of each rating is listed below.

Hold: Each investment assigned a "Hold" rating has been viewed favorably after completing USIA comprehensive due diligence process, with a related analyst report on file. An investment manager is assigned a rating of Hold if we have no material concerns at the firm or investment strategy level related to our proprietary "5P" framework (people, philosophy, process, performance, and product) as described above in the response above in this section.

No Action: "No Action" is assigned to investments that have not been evaluated yet based our due diligence process. This rating is mostly a result of holding investments at the client's directive. Investment managers that cannot provide sufficient data points to our research team to conduct in-depth due diligence will remain assigned "No Action" for as long as they are part of the plan. Investment Consultants will periodically review "No Action" ratings with their clients to determine the investments appropriateness.

Watch: The "Watch" rating is assigned for all investments that have data points of material concern at the firm and/or investment strategy level. Examples of these data points that would warrant a material concern include crucial information that a prudent investor would want to know before making investment decisions including (but not limited to) the following:

- Key investment personnel turnover
- Performance results that are inconsistent with expectations
- Unexpected risk exposures
- Inconsistent performance relative to peers and a relevant industry benchmark
- Deviations from investment philosophy or process changes
- Regulatory investigations or material litigation
- Significant asset inflow/outflow

The magnitudes of the material concerns are determined through the USIA due diligence process as conducted by our dedicated research staff. If a fund gets downgraded to a Watch, your Investment Consultant will present the due diligence findings to the committee and bring recommendations for investment alternatives with similar mandates that are available on the current provider platform. These alternatives have been sourced through the USIA due diligence process and qualify as recommended investments.

When we recommend terminating a manager from the investment menu, we document our findings and recommendations in a concise, informative report. We work closely with the committee to explain our findings and to assist in the transition to a new manager once the committee decides to move forward with the fund replacement.

Once a manager is placed on a "Watch" status for more than a year, it has been our experience that committees will make an ultimate decision to remove the investment from their program.

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The timing of when a manager is terminated will differ depending on the severity of the material changes taking place at the strategy level. If multiple criteria of the "5P" framework are violated, this will likely warrant a replacement much sooner than if there is only a concern with respect to one criterion. Our objective is to ensure that the committee fulfills its fiduciary obligations to monitor, select, and replace managers when necessary.

10. Can the Firm meet KCS's quarterly and annual reporting requirements? Are the reports customizable to accommodate the Plans' information needs? Please describe.

Yes, USI Advisors will provide customized materials to meet KCS's requirements and reporting requests. Interim meetings can easily be accommodated as well.

11. Describe the Firm's experience helping clients through complex process such as Department of Labor audits, Internal Revenue Service audits, plan terminations, and plan de-risking strategies.

USICG employs six attorneys, all of whom have several years of experience assisting clients through Department of Labor audits, Internal Revenue Service audits, plan terminations, and plan de-risking strategies, etc. This service is included at no additional fee to KCS.

12. KCS governance requires an actuarial impact statement accompany any proposed Plans amendment. Describe the Firm's actuarial experience and how this experience would integrate with recommendations on the investment of Plan assets.

USI Consulting Group will provide Actuarial Impact Statements required by the State of Tennessee with respect to potential modifications to the Defined Contribution Plans. Furthermore, USICG personnel are familiar with the requirement and the historical aspects of the statements applicable to the KCS. USICG will provide the Actuarial Impact Statements at no additional fee.

USICG has one of the largest actuarial practices in the United States and provides services to clients across the country including the State of Tennessee, KCRB, City of Knoxville, ORNL, and the Eastern Band of Cherokee Indians.

13. Include a description of how the Firm would approach the transition (if applicable) from the current Investment Consultant if your Firm were to be selected.

Following is an overview of the transition process to USIA for investment advisory services.

Task	Description of Task or Event	Responsibility	Target Completion
USICG Paperwork	▪ Agreement for Investment Advisory Services	USICG / KCS	Week 1 – Week 2
Implementation Call	▪ Introduction of USICG/ KCS teams ▪ Explain roles & responsibilities	USICG / KCS	Week 1 – Week 2
Notify Recordkeeper	▪ Notice to recordkeeper to be sent notifying them of the change in Advisor and authorization to the	KCS	Week 1 – Week 2

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Task	Description of Task or Event	Responsibility	Target Completion
	Plan. - Payment Form - Provide USICG with RK contact Information - Provide USICG access to the website		
Review of Documents	▪ Data Collection (e.g., Fee Disclosure and Revenue Requirement, etc.) ▪ Investment Policy Statement: review existing one or help develop one ▪ Plan Design Review ▪ Fiduciary Governance: Committee Resolution & Charter	USICG / KCS	First Quarterly Meeting
Investment Review	▪ Quantitative and qualitative review ▪ Fund Monitoring Review Process ▪ Share Class Analysis/ Fee Leveling Review	USICG / KCS	First Quarterly Meeting
Service Calendar	▪ USICG to present annual Service Calendar to KCS	USICG / KCS	First Quarterly Meeting

14. How does the Firm define and measure the success of retirement plan consulting relationships?

USI Advisors defines the success of our relationships with clients based on several key factors, including:

Plan Participation: The number of employees who enroll in the retirement plan and the percentage of eligible employees who participate.

Plan Design: The ability to provide customized plan design solutions that meet the unique needs of the plan sponsor and their employees.

Plan Investments: The performance of the investment options offered in the plan, as well as the ability to provide a range of investment options that meet the needs of plan participants.

Plan Fees: The ability to negotiate and manage plan fees to keep them reasonable and competitive with industry benchmarks.

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Participant Outcomes: The ability to help plan participants achieve their retirement goals by providing education, tools, and resources to help them make informed decisions about their retirement savings.

To measure success, USICG uses a combination of quantitative and qualitative metrics, such as participant satisfaction surveys, plan benchmarking analysis, investment performance reports, and fee analysis reports. Ultimately, the success of the retirement plan consulting relationship will depend on how well USICG can meet the needs and objectives of the plan sponsor and its employees.

15. Submit samples of reports that the Firm would provide to KCS's Plans.

Please see Appendix D, E, and F for copies of our Fiduciary Oversight Review, Monthly Investment Update, and Target Date Fund Reports, respectively.

16. Describe the Respondent's investment selection process for Participants.

Participants have access to an online account which provides detailed information on each investment option. The investment options offered in the plan are selected by the Investment Committee and Board only after thorough consideration of participant objectives. We also offer face-to-face investment education meetings and host education materials online that can help participants understand their retirement health and investment options.

17. Describe any pending major procedural or process changes with Secure Act or Secure Act 2.0.

The Secure 2.0 Act provides more than 90 retirement provisions to modernize the retirement system, making plans more affordable and improving wealth-building opportunities for millions of Americans. USICG is ready to support the KCS in making decisions on implementing the new provisions included in SECURE 2.0. Some of these provisions are already effective (including the option for employees to self-certify hardship distributions). Others will become effective in upcoming years. Our team will work to help KCS understand implementation options for new SECURE 2.0 features. The USICG compliance and legal team is focused on helping our clients navigate the changes that are being brought on by SECURE 2.0 including the following:

Effective in 2024:

- New employer matching contributions on student loan payments — Employers that offer 401(k) plans, 403(b) plans, SIMPLE IRA plans and governmental 457(b) plans may provide a matching contribution based on a participant's "qualified student loan payments." This provision is intended to make it easier for employers to provide employer-matching contributions to employees who are paying off student loans in lieu of making retirement plan contributions. An employer can rely on employee certification of the student loan payments.

Effective in 2025:

- Increased catch-up contribution limits — For individuals 60 to 63 years old, catch-up contributions to retirement savings plans will be increased to the greater of $10,000 or 150% of the regular age 50 catch-up amount in 2024.

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SECURE 2.0 will make the administration of qualified retirement plans more complex. The USICG team can help answer any questions that the KCS team may have regarding SECURE 2.0 and its discretionary and required changes to the Plan. Due to our highly credentialed team of attorneys,

investment consultants, account managers, and actuaries, USI Consulting Group can help KCS navigate the changing landscape brought on by SECURE 2.0 in a manner that few other investment advisors can match.

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- ***Provide a summary clearly describing the Firm's consulting services and describe how the firm is unique and/or desirable.***

USI ONE™

A key differentiating factor from our competitors is our combination of local, "high-touch" service combined with the resources of a leading, national consulting firm. USI has made significant investments in what we call USI ONE™. This unique approach to collaboration provides in-house access to industry experts covering all areas that are of importance to retirement plans. These industry experts include actuaries, recordkeepers, ERISA attorneys, and dedicated compliance managers. This helps us respond to questions quickly and accurately should they arise and gives USICG and USIA a significant informational advantage over our competitors.

Holistic Approach

Further, the access to the above described industry experts enables USICG and USIA to provide a holistic approach to consulting services without the "silos" commonly seen among our competitors. As a result of our access to industry experts, we have a thorough understanding of the forces shaping the retirement marketplace and utilize our informational advantage to assist our clients in building a solid platform.

Fiduciary Support

Additionally, our investment advisory service model goes beyond the ongoing monitoring of the investment lineup. We also assist plan sponsors with investment fiduciary items such as benchmarking the asset classes being offered in the plan against the industry, conducting an in-depth annual review of the QDIA and principal preservation option in the plan, and conducting a share class analysis to evaluate the fees associated with the investments and the fee allocation structure. The latter has become particularly important in recent years as the DOL has put a strong emphasis on fees. USI has dedicated resources to review the fee information with the committee on a regular basis and provide relative benchmarking information.

We have an internal team dedicated to running an analysis of the expense ratios for each investment and a comparison of the existing pricing model being utilized to pay for plan expenses vs. other fee allocation options available. In recent years, plan sponsors have moved towards fee levelization or zero-revenue share models, which are more transparent and equitable. The fee allocation approach is a fiduciary act and must be in the best interest of participants and our team can discuss all the pros and cons of each pricing model with the committee to determine the best option for your participants as well as document the decision making process.

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- ***Provide a completed Exhibit E, Investment Advisory Services Questionnaire and any materials requested within the questionnaire.***

EXHIBIT E – INVESTMENT ADVISORY SERVICES QUESTIONNAIRE

1. Please list the full scope of investment advisory services the Firm offers for retirement plans.

We offer independent, high-level investment strategy, and consulting services to help KCS meet its investment and business objectives.

Our co-fiduciary investment advisory services include

- Selection and implementation of enhanced investment menu
- Draft and finalize Investment Policy Statement
- Quarterly investment reviews
- Monthly investment updates
- Manage service provider
- On-going education meeting support
- One-time provider search
- Review plan documents and related contracts
- Plan management in regard to regulatory and compliance concernsand fiduciary obligations
- Periodic fee benchmarking

2. Please describe, if any, fiduciary support that the Firm would provide.

USI Advisors will provide fiduciary support to KCS by acting in a non-discretionary fiduciary role for plans other than the 403(b) plan that is the subject of this RFQ.

In this capacity, we assume fiduciary liability in a joint role with KCS. Under this arrangement, KCS retains final decision-making authority but relies on the expertise of the investment consultant to provide advice and services in order to help the plan sponsor fulfill its fiduciary responsibilities. USI Advisors is responsible for

- Recommending and monitoring investments
- Recommending investment alternatives when applicable
- Advising the plan sponsor to follow fiduciary process

USIA draws upon the resources of our legal and compliance team to provide a holistic service model. This includes access to our legal and compliance team as well as customized fiduciary training for the Investment Committee.

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3. If the Firm does provide fiduciary support, is it offered in-house or via a third party?

USI Advisors and USI Consulting Group provide all of our investment advisory services and support in-house. We do not outsource these services to our clients.

4. Please describe the Firm's investment philosophy.

As investment consultants dedicated to retirement plan advice, USI Advisors was built on the foundation of shared values and mutual success. Our investment philosophy is a derivative of that foundation:

- USICG believes that providing a customized investment program based on your specific objectives is the best way to achieve positive outcomes.
- USICG believes risk management is a core component of a successful investment strategy.
- USICG believes expenses need to be evaluated considering their contribution to the achievement of stated goals.
- Transparency is a core component of USICG's team culture.

5. Please identify the number and types of investment vehicles that would be available to KCS.

We offer the ability to provide a diverse selection of investment vehicles for retirement plans. The following is a general description of the types of investments we offer to clients:

- Diverse selection of investments (over 8,000 mutual funds)
- Multiple mutual fund managers
- No sales loads, all trades at N.A.V., no mutual fund purchase fees
- Model funds, lifestyle portfolios and target allocation funds
- GIC contracts, company stock, managed portfolios, self-directed accounts
- Money market accounts
- Unitization of unique assets such as: CDs, ETFs, hedge funds, etc.

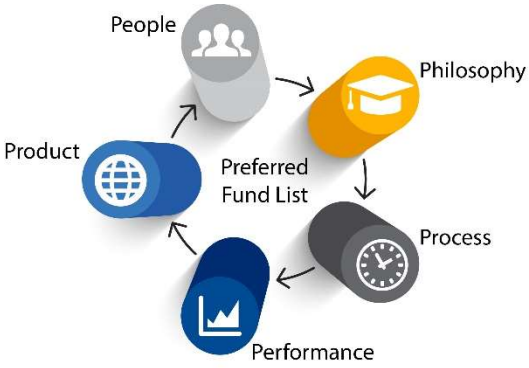
We employ an open architecture platform and do not manage money internally; therefore, we have no proprietary funds and recommend the best securities for your plans, based upon your participant's needs.

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6. Please describe the Firm's manager research and selection process, including the utilization of quantitative or qualitative analysis.

Approach for Evaluating and Selecting Fund Managers

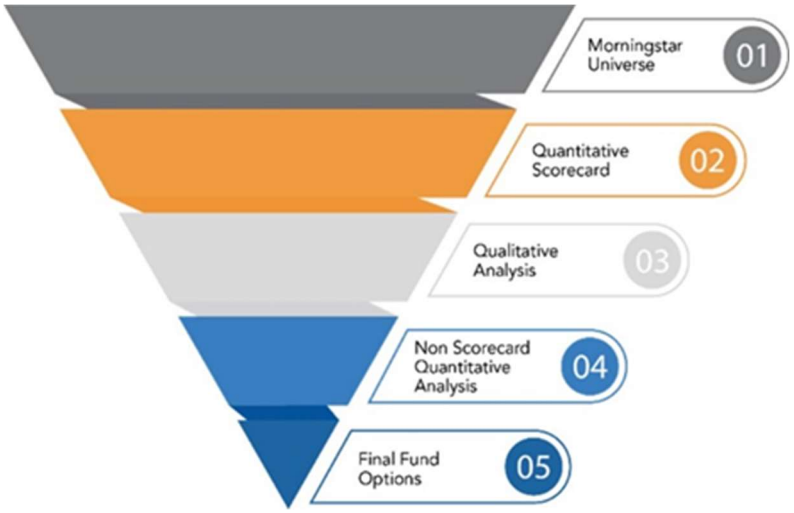
Providing quality investment options is a result of our in-depth due diligence process.



USIA's standards for selecting and monitoring investments in KCS's investment menu will be performed according to a consistent and repeatable investment due diligence process governed by our **5 Pillar ("5P") framework, which provides an in-depth review of the people, philosophy, process, performance, and product.**

Our investment due diligence process includes a proprietary quantitative screen and in-depth qualitative review. The proprietary quantitative screen incorporates performance and risk metrics relative to peers and benchmarks over short, intermediate- and long-term periods. Qualitative reviews incorporate due diligence reviews with relevant portfolio management teams regularly either on site, in our offices, or via teleconference.

Our investment due diligence process is summarized in the diagram below. It includes five (5) major steps, which by design, have dynamic feedback loops to ensure the integrity of our process.

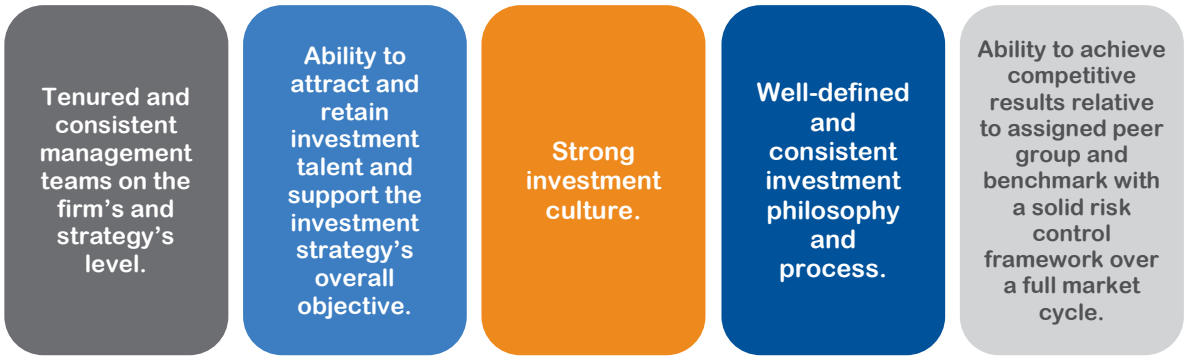


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A sample of the criteria utilized in the qualitative analysis is as follows:

- ✓ Does the manager's performance display an ability to outperform the relevant benchmark on a consistent basis and how does it compare to its peers?
- ✓ Is a manager's risk level commensurate to its level of return?
- ✓ What characteristics enable a manager to achieve its return?
- ✓ Are the manager's characteristics consistent with peer managers of the same investment style?
- ✓ Is a manager's style consistent?
- ✓ Do we believe the manager can replicate past performance going forward?
- ✓ Has the process of the management team changed?
- ✓ Did key personnel leave the firm?
- ✓ Has the fund grown to a size that will make it difficult to continue producing favorable results?
- ✓ Did the manager deviate from its investment mandate?
- ✓ Have the risk exposures changed?
- ✓ Has the manager's incentive structure changed?
- ✓ Has the manager taken significant distributions from the fund?

The goal of our 5P framework is to provide and maintain a stable of investment managers that exhibit the following characteristics:



Investment oversight is an important and integral part of our investment due diligence process. Although the detailed monitoring procedures may vary based on asset class, in general, we regularly perform the investment oversight activities illustrated in the chart below.

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3(21) Services Oversight	Daily	Weekly	Monthly	Quarterly	Annually
Fund/CIT Alert(s): breaking news	✓				
USIA Research Team Meeting & Discussion	☐	✓	☐	☐	☐
Quantitative Analysis: short-, intermediate- and long-term relative, absolute, and risk-adjusted performance review through our proprietary screen, with data sourced from Morningstar Direct℠	☐	☐	*	✓	☐
Qualitative Analysis: consistent and repeatable application of our 5P process (people, philosophy, process, performance, product)	☐	☐	☐	✓	☐
Performance Review with firm(s)/investment manager(s)	☐	☐	☐	✓	☐
USIA Research Analyst Report: comprehensive snapshot of a strategy with Analyst action assignment	☐	☐	☐	✓	☐
USIA 3(21) Investment Committee Review: Fund/CIT list(s) review	☐	☐	☐	✓	☐
Firm/Strategy Due Diligence (on-site or via conference call)	☐	☐	☐	☐	✓
USIA Operations and Compliance Review	☐	☐	☐	☐	✓
USICG Legal Review	☐	☐	☐	☐	✓

**intra-quarter fund review of proprietary quantitative screen*

7. Describe whether the company utilizes actively managed funds, index funds, or both.

We acknowledge the benefits and drawbacks of active versus passive management styles and believe both may play a role in portfolio construction. Neither approach is mutually exclusive to the other. The decision to utilize actively managed or passively managed investments should be based on a thorough analysis of the specific asset class being considered and current market conditions. Historically, active management has performed better during market downturns whereas passive management tends to perform better during upward trending markets.

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Within asset classes which are more efficient, perhaps due to more developed or competitive markets, active managers may find it easier to add value relative to a passively invested option. However active management, when used properly, may present an opportunity to create value for investors, whether through increased return or managed risk. These attributes may be particularly useful when investing in less efficient asset classes or if a client is seeking a specific investment mandate, such as downside protection.

USIA conducts research on a wide range of active and passive managers. Our due diligence process and screening criteria allow for the effective implementation of both strategies. We consider ourselves knowledgeable on this subject and strive to educate clients about the appropriate implementation of active and passive managers in their investment lineup.

There are several attributes to evaluate when considering active and passive investments, including cost, risk, and performance. From a cost standpoint, the differences between active and passive investments can be significant. We work with clients to determine investment objectives and evaluate how the costs of the individual investments may affect outcomes. From a risk standpoint, active investments can have risk levels that are greater than, less than, or equal to a passive counterpart. Discussing and defining risk tolerance plays a role in determining whether an active or passive investment should be utilized. From a performance standpoint, historical performance trends exist that highlight the successes and failures of active management over time. Historical track records vary depending on the asset class and investment mandate. We believe evaluating historical performance trends and their likelihood of continuing into the future is critical to selecting an active or passive manager.

8. How many investment manager due diligence meetings were held during the previous year?

In 2023, our Research Team conducted 615 due diligence meetings with 174 firms/fund companies. This is typical from year to year.

9. Describe the process for monitoring investments, including how manager terminations are handled.

The investment ratings assigned to each manager on a quarterly basis will help determine if/when a manager should be terminated. Each investment is assigned one of three USIA due diligence classifications which is listed in the Action History Report of the client's Fiduciary Oversight Report: **Hold, Watch** and **No Action**. A definition of each rating is listed below.

Hold: Each investment assigned a "Hold" rating has been viewed favorably after completing USIA comprehensive due diligence process, with a related analyst report on file. An investment manager is assigned a rating of Hold if we have no material concerns at the firm or investment strategy level related to our proprietary "5P" framework (people, philosophy, process, performance, and product) as described above in the response above in this section.

No Action: "No Action" is assigned to investments that have not been evaluated yet based our due diligence process. This rating is mostly a result of holding investments at the client's directive. Investment managers that cannot provide sufficient data points to our research team to conduct in-depth due diligence will remain assigned "No Action" for as long as they are part of the plan. Investment Consultants will periodically review "No Action" ratings with their clients to determine the investments appropriateness.

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Watch: The "Watch" rating is assigned for all investments that have data points of material concern at the firm and/or investment strategy level. Examples of these data points that would warrant a material concern include crucial information that a prudent investor would want to know before making investment decisions including (but not limited to) the following:

- Key investment personnel turnover
- Performance results that are inconsistent with expectations
- Unexpected risk exposures
- Inconsistent performance relative to peers and a relevant industry benchmark
- Deviations from investment philosophy or process changes
- Regulatory investigations or material litigation
- Significant asset inflow/outflow

The magnitudes of the material concerns are determined through the USIA due diligence process as conducted by our dedicated research staff. If a fund gets downgraded to a Watch, your Investment Consultant will present the due diligence findings to the committee and bring recommendations for investment alternatives with similar mandates that are available on the current provider platform. These alternatives have been sourced through the USIA due diligence process and qualify as recommended investments.

When we recommend terminating a manager from the investment menu, we document our findings and recommendations in a concise, informative report. We work closely with the committee to explain our findings and to assist in the transition to a new manager once the committee decides to move forward with the fund replacement.

Once a manager is placed on a "Watch" status for more than a year, it has been our experience that committees will make an ultimate decision to remove the investment from their program. The timing of when a manager is terminated will differ depending on the severity of the material changes taking place at the strategy level. If multiple criteria of the "5P" framework are violated, this will likely warrant a replacement much sooner than if there is only a concern with respect to one criterion. Our objective is to ensure that the committee fulfills its fiduciary obligations to monitor, select, and replace managers when necessary.

10. Does the Firm offer Committee training, education, and support? Please describe.?

Fiduciary Training

USICG has developed training that can be made available to plan fiduciaries to explain fiduciary responsibility provisions and discuss common misconceptions, industry trends and best practices.

Upon being engaged, USICG will conduct this fiduciary training for the committee and other "named fiduciaries." This training, which is conducted by an attorney from our Regulatory & Compliance Department, has proved effective in helping the named fiduciaries and committee members understand what should be most important to them in their roles and how to best document their activities.

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The steps for the overall fiduciary training are as follows:

Step 1 - Educate: A qualified plan ERISA Benefits Counsel from our Regulatory & Compliance Department at USICG will conduct a two-hour Fiduciary Training session with your plan fiduciaries and committee to explain fiduciary responsibility provisions and discuss common misconceptions, industry trends and best practices.

Step 2 - Review and Recommend: We will conduct a discovery session consisting of interviews with relevant personnel to learn about your current procedures, identify gaps, and recommend action steps by utilizing questionnaires and checklists.

Step 3 - Implement: We will work with you to develop and implement a "fiduciary structure" with appropriate documentation (e.g., sample board resolutions, sample committee charter, etc.) and we will provide you with a fiduciary kit to house documents and agreements pertaining to your plan.

Step 4 - Stay on Track: We will provide tools and checklists to help you follow established processes and maintain consistency in carrying out fiduciary responsibilities.

Step 5 - Always Document: We will provide a sample template for your committee meeting minutes.

11. Please describe the topics that would be covered throughout the year to our Investment Committee.

Generally, the quarterly Fiduciary Oversight Review meetings include a discussion of the capital markets, economic environment, and a detailed discussion about the plan's investment options, style diversification, due diligence updates, action history report, performance analysis, investment strategy details, and fund recommendations, if applicable.

In addition, during the quarterly meeting, we will discuss the services provided to assist with your fiduciary responsibilities and certain aspects of plan due diligence.

12. What form of reporting is provided to clients (please provide a sample)?

On a quarterly basis, we produce a Fiduciary Oversight Review (FOR). The Fiduciary Oversight Report is available approximately fifteen days after the end of a quarter and would be presented at quarterly meetings with KCS.

One of the sections of the report is called Retirement Plan Oversight and it lists all the services being delivered to the plan throughout the year and the scheduled delivery of each service. Therefore, the committee will be able to see the specific date that a service has already been delivered and what is expected to be covered in future meetings. This is a document that gets updated throughout the year and serves as a good fiduciary checklist for the Investment Committee.

Please see Appendix D, E, and F for copies of our Fiduciary Oversight Review, Monthly Investment Update, and Target Date Fund Reports, respectively.

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13. Does the Firm assist clients to benchmark plan fees?

Yes, we have an internal team dedicated to running an analysis of the expense ratios for each investment and a comparison of the existing pricing model being utilized to pay for plan expenses vs. other options available. In addition, we can also provide detailed comparisons of KCS's plan fees against similar plans through an independent third-party.

14. How are clients informed of new legislation?

We have a fully staffed Regulatory & Compliance department managed by an ERISA attorney.

By maintaining regular contact with key governmental organizations, and by keeping current on any reporting, administration, compliance and tax issues that affect your retirement and welfare programs, our legal professionals remain continually in touch with the changes that most affect employee benefit programs.

USICG continually updates clients on changing legislative issues and governmental requirements through periodic client advisory bulletins, technical briefings, newsletters, client seminars, ongoing meetings, and e-mail.

We meet with our clients to discuss proposed and approved legislation and to discuss how the changes will or can impact a particular client's plan.

15. Does the Firm provide any other support to help keep our Investment Committee up-to-date on industry best practices?

Publications and Web Resources

USICG delivers on-going education and current information critical to plan sponsors' fiduciary responsibilities through publications such as:



Insights
https://www.usicg.com/publications/insights/

The Insights section of our website features guidance and thought leadership from USI Consulting Group experts focused on helping you meet your fiduciary and administrative obligations while supporting your employees in their journey to financial wellness.

Market and Legal Update
https://www.usicg.com/publications/market--legal-update/

A monthly publication highlighting the latest changes in the market and providing timely legal and regulatory updates that may affect your business. This publication is distributed to our clients and is also available on our website.

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Message from the CEO

https://www.usicg.com/publications/message-from-the-ceo/

The Message from the CEO is a bi-annual newsletter from our President & CEO, sharing important events and information at USI Consulting Group and USI Insurance Services, to keep you informed.

Municipal Pension & OPEB Report

An annual report analyzing how current trends have impacted pension and post-retirement benefit plans using data extracted from the extensive Comprehensive Annual Financial Reports (CAFRs) submitted by local municipalities in Connecticut for the prior fiscal year. The 2024 report was released in July.

Retirement Plan Resources

https://www.usicg.com/publications/retirement-plan-spotlight/

The Retirement Plan Resources section is designed to help inform you of various employee benefits and regulatory matters of general interest.

Webinars

USICG provides important ongoing updates on retirement news on a variety of topics through our webinars. Topics include, but are not limited to, regulatory updates, fiduciary obligations and risk mitigation.

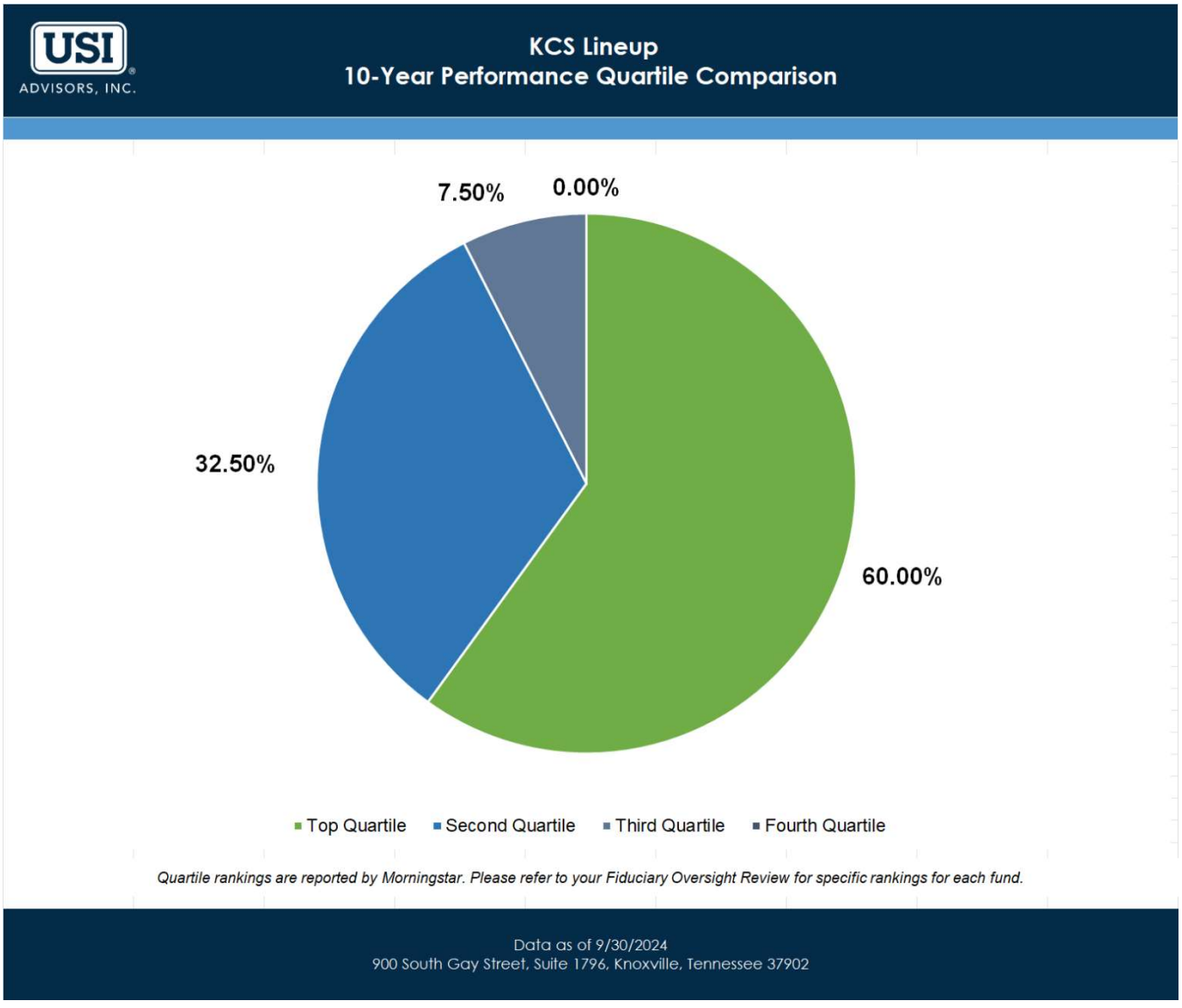
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Please map our current funds to your proposed investment lineup.

To minimize expense and to facilitate ease of administration, USICG would mirror the investment options currently in place for consistency to the KCS 403(b) Plan.

Core Investment Performance

The chart below assesses the competitiveness of each of the available funds by illustrating the quartile ranking of each of the core investment managers. It finds that 60% of the investment managers place in the top quartile of their asset categories and a further 93% of the managers place in the top 50th percentile.



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Risk Based Portfolio Performance

Moreover, the performance of model portfolios is also competitive against a blended index benchmark.

Asset Allocation & Performance

As of September 30, 2024

	Ticker	Performance (%)								Expense Ratio Gross	Expense Ratio Net
		1 Quarter	Year To Date	1 Year	3 Years	5 Years	10 Years	Since Inception	Inception Date		
Ultra Aggressive Portfolio		6.27	15.73	28.20	6.34	12.68	10.82	10.01	08/01/2008	-	-
Blended Benchmark		7.00	17.03	31.44	6.75	12.29	10.60	9.70		-	-
Aggressive Portfolio		5.28	11.45	21.14	4.67	9.43	8.43	-	11/01/2001	-	-
Blended Benchmark		6.22	12.84	24.31	4.94	9.43	8.14	-		-	-
Balanced Portfolio		4.95	9.83	18.49	2.88	7.01	6.62	-	12/01/2007	-	-
Blended Benchmark		6.24	10.53	20.36	3.54	6.93	6.29	-		-	-
Moderate Portfolio		3.79	8.47	14.35	4.59	6.97	5.86	-	06/01/2007	-	-
Blended Benchmark		4.95	9.00	16.48	3.70	5.94	5.23	-		-	-
Conservative Portfolio		2.29	5.74	8.96	3.88	4.71	4.29	-	08/01/1997	-	-
Blended Benchmark		3.73	6.66	11.32	2.81	3.74	3.19	-		-	-
Fixed Income Portfolio		1.54	3.58	5.26	2.50	2.36	2.18	-	09/01/1999	-	-
Blended Benchmark		3.08	4.33	7.46	1.31	1.64	1.67	-		-	-

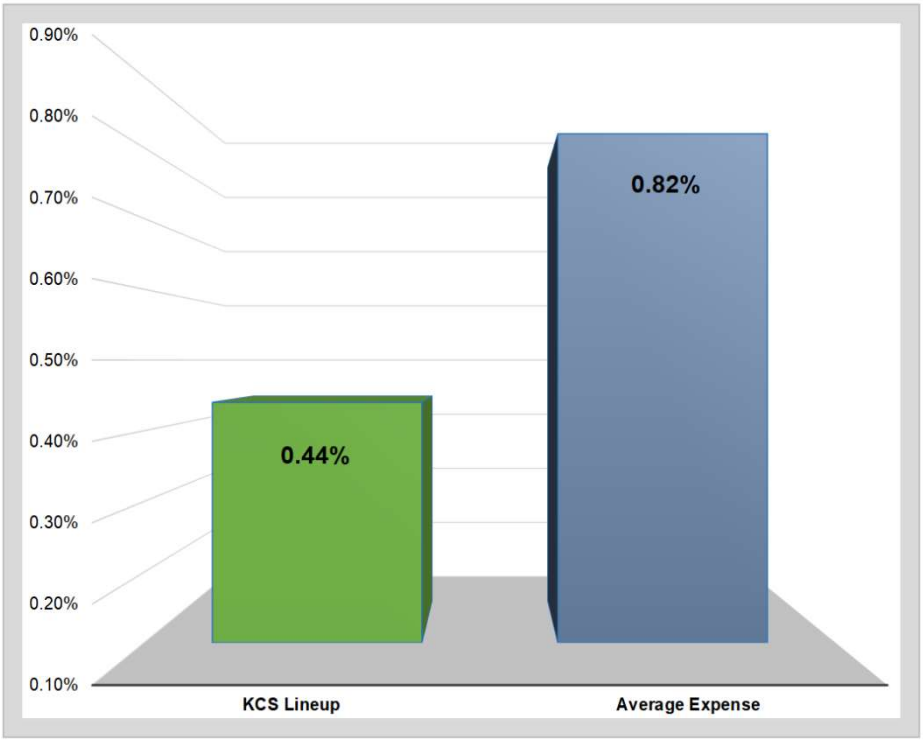
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Mutual Fund Investment Manager Expense

In addition, the average expense of the mutual fund investment managers is below average at 0.44% versus the Morningstar category average of 0.82%.

USI ADVISORS, INC.

KCS Lineup
Net Expense Ratio Comparison



Average Expense is calculated with data provided by Morningstar for the average expense of each category.

Data as of 9/30/2024
900 South Gay Street, Suite 1796, Knoxville, Tennessee 37902

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Current Funds					Proposed Funds			
A	B	C	D A x D		B C		D	A x D
9/30/23 Assets	Fund	Ticker	Net Exp Ratio	Total Fund Expense	Proposed Fund Ticker		Net Exp Ratio	Total Fund Expense
	MFS Value R6	MEIKX	0.43%	$ -				$ -
	Touchstone Large Cap Focused R6	TSRLX	0.66%	$ -				$ -
	Vanguard Institutional Index I	VINIX	0.04%	$ -				$ -
	Vanguard Total Stock Mkt Idx Adm	VTSAX	0.04%	$ -				$ -
	JPMorgan Large Cap Growth R6	JLGMX	0.44%	$ -				$ -
	JHancock Disciplined Value Mid Cap R6	JVMRX	0.75%	$ -				$ -
	Vanguard Mid Cap Index Admiral	VIMAX	0.05%	$ -				$ -
	AB Discovery Growth Z	CHCZX	0.64%	$ -				$ -
	Delaware Small Cap Value R6	DVZRX	0.70%	$ -				$ -
	PGIM Jennison Small Company R6	PJSQX	0.71%	$ -				$ -
	Dodge & Cox International Stock X	DOXFX	0.52%	$ -				$ -
	Vanguard Total Intl Stock Index	VTIAX	0.11%	$ -				$ -
	BNY Mellon International Stock Fund Y	DISYX	0.89%	$ -				$ -
	Invesco International Small-Mid Com	OSCIX	0.97%	$ -				$ -
	American Funds New Perspective R6	RNPGX	0.41%	$ -				$ -
	Goldman Sachs Emerging Markets Eq	GEMUX	1.02%	$ -				$ -
	Invesco Real Estate R6	IARFX	0.81%	$ -				$ -
	Vanguard Health Care Adm	VGHAX	0.29%	$ -				$ -
	Delaware Ivy Science and Technology	ISTNX	0.81%	$ -				$ -
	T. Rowe Price Retirement I 2020 I	TRBRX	0.37%	$ -				$ -
	T. Rowe Price Retirement I 2030 I	TRPCX	0.41%	$ -				$ -
	T. Rowe Price Retirement I 2040 I	TRPDX	0.43%	$ -				$ -
	T. Rowe Price Retirement I 2050 I	TRPMX	0.45%	$ -				$ -
	T. Rowe Price Retirement I 2060 I	TRPLX	0.46%	$ -				$ -
	Vanguard LifeStrategy Income Inv	VASIX	0.11%	$ -				$ -
	Vanguard LifeStrategy Cnsrv Gr Inv	VSCGX	0.12%	$ -				$ -
	Vanguard LifeStrategy Growth Inv	VASGX	0.14%	$ -				$ -
	JPMorgan High Yield R6	JHYUX	0.50%	$ -				$ -
	Vanguard Total Bond Market Index	VBTLX	0.05%	$ -				$ -
	MFS Total Return Bond R6	MRBKX	0.36%	$ -				$ -
	Lord Abbett Short Duration Income R6	LDLVX	0.31%	$ -				$ -
	Standard Stable Value 3		0.60%	$ -				$ -
Ultra Aggressive Portfolio								
	BNY Mellon Dynamic Value Fund Y	DRGYX 0.63%		$ -				$ -
	Goldman Sachs Large Cap Gr Insghts	GLCUX 0.54%		$ -				$ -
	Columbia Select Mid Cap Value Instl 3	CMVYX 0.73%		$ -				$ -
	Delaware Ivy Mid Cap Growth R6	IGRFX 0.79%		$ -				$ -
	Franklin Small Cap Value R6	FRCSX 0.59%		$ -				$ -
	Delaware Ivy Small Cap Growth R6	IRGFX 0.87%		$ -				$ -
	Columbia Overseas Value Inst3	COSYX 0.77%		$ -				$ -
	ClearBridge International Growth IS	LMGPX 0.70%		$ -				$ -
	Voya Multi-Manager International Sm	NAPIX 1.20%		$ -				$ -
	Invesco Developing Markets R6	ODVIX 0.84%		$ -				$ -
	Columbia Seligman Tech & Info Inst3	CCOYX 0.85%		$ -				$ -
Aggressive Portfolio								
	JHancock Disciplined Value R6 JDVWX		0.65%	$ -				$ -
	AB Large Cap Growth Z APGZX		0.52%	$ -				$ -
	Columbia Select Mid Cap Value Instl 3 CMVYX		0.73%	$ -				$ -
	Delaware Ivy Mid Cap Growth R6 IGRFX		0.79%	$ -				$ -
	Franklin Small Cap Value R6 FRCSX		0.59%	$ -				$ -
	Delaware Ivy Small Cap Growth R6 IRGFX		0.87%	$ -				$ -
	Columbia Overseas Value Inst3 COSYX		0.77%	$ -				$ -
	ClearBridge International Growth IS LMGPX		0.70%	$ -				$ -
	Invesco EQV Emerging Markets All Cap GTDFX		1.01%	$ -				$ -
	GG CIT III for MetLife GAC 25554 CL 75		1.14%	$ -				$ -
Balanced Portfolio								
	Pioneer Equity Income K	PEQKX	0.66%	$ -				$ -
	AB Large Cap Growth Z	APGZX	0.52%	$ -				$ -
	JPMorgan Mid Cap Value R6	JMVYX	0.65%	$ -				$ -
	Pioneer Select Mid Cap Growth K	PSMKX	0.66%	$ -				$ -
	JPMorgan Small Cap Value R6	JSVUX	0.74%	$ -				$ -
	AB Small Cap Growth Z	QUAZX	0.76%	$ -				$ -
	Columbia Overseas Value Inst3	COSYX	0.77%	$ -				$ -
	ClearBridge International Growth IS	LMGPX	0.70%	$ -				$ -
	Voya Multi-Manager International Sm	NAPIX	1.20%	$ -				$ -
	Columbia Emerging Markets Inst3	CEKYX	1.03%	$ -				$ -
	MFS Global Real Estate R6	MGLRX	0.83%	$ -				$ -
	Delaware Ivy Global Bond Fund Class	IVBDX	0.70%	$ -				$ -
	JHancock Bond R6	JHBSX	0.35%	$ -				$ -
	Transamerica Stable Value		0.75%	$ -				$ -
Moderate Portfolio								
	BNY Mellon Dynamic Value Fund Y DRGYX		0.63%	$ -				$ -
	JPMorgan Growth Advantage R6 JGVVX		0.55%	$ -				$ -
	MFS Mid Cap Value R6 MVCKX		0.62%	$ -				$ -
	Delaware Ivy Mid Cap Growth R6 IGRFX		0.79%	$ -				$ -
	Franklin Small Cap Value R6 FRCSX		0.59%	$ -				$ -
	Delaware Ivy Small Cap Growth R6 IRGFX		0.87%	$ -				$ -
	Columbia Overseas Value Inst3 COSYX		0.77%	$ -				$ -
	ClearBridge International Growth IS LMGPX		0.70%	$ -				$ -
	JHancock Strategic Income Opps R6 JIPRX		0.65%	$ -				$ -
	Pioneer Bond K PBFKX		0.33%	$ -				$ -
	Federated Hermes Capital Pres ISP		0.70%	$ -				$ -
Conservative Portfolio								
	BNY Mellon Dynamic Value Fund Y DRGYX		0.63%	$ -				$ -
	AB Large Cap Growth Z APGZX		0.52%	$ -				$ -
	Columbia Overseas Value Inst3 COSYX		0.77%	$ -				$ -
	ClearBridge International Growth IS LMGPX		0.70%	$ -				$ -
	Franklin US Government Secs R6 FGORX		0.50%	$ -				$ -
	PIMCO Short-Term Instl PTSHX		0.45%	$ -				$ -
	Diversified Stable Value		0.50%	$ -				$ -

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Fixed Income Portfolio								
	Pioneer Strategic Income K	STRKX 0.59%	$ -					$ -
	Pioneer Bond K	PBFKX 0.33%	$ -					$ -
	PIMCO Short-Term Instl	PTSHX 0.45%	$ -					$ -
	Invesco Senior Floating Rate R6	OOSIX 0.71%	$ -					$ -
	Standard Stable Value 5	0.80%	$ -					$ -
$ -		Total Expense	$ -			Total Expense		$ -

If your Firm is selected, you will be asked to justify initial investment recommendations that differ from those listed above.

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- ***Provide a summary describing the Firm's investment advisory services and describe how decisions relating to recommendations are made.***

Investment Policy Statement Development

We will work with KCS's Investment Committee to maintain an appropriate customized Investment Policy Statement ("IPS") in line with KCS's goals and objectives. The IPS is the base document by which we advise, report, and document our investment advisory services, including our recommendations.

Developing and implementing an IPS helps the Committee meet KCS's organizational and investment objectives.

Please see Appendix G for a sample Investment Policy Statement.

Investment Due Diligence and Investment Structure Evaluation

The USI Advisors ("USIA") Research Team provides high quality manager research, selection, and investment oversight for our clients. The Research Team is comprised of experienced individuals dedicated to conducting manager selection in an independent and objective manner that supports our experienced consultant team in delivering to clients the best investment solutions to meet KCS's unique plan needs.

Our Research Team utilizes a proprietary model to select and monitor funds. Additionally, our qualitative reviews incorporate due diligence meetings with relevant portfolio management teams regularly on site, in our offices, or via virtual meetings.

The process of investment strategy selection and monitoring is executed in accordance with guidelines outlined in the IPS and takes into consideration KCS's plan goals and objectives. Through a quantitative and qualitative screening process, the Research Team is able to identify best-in-class strategies for each of the asset classes and investment styles.

Quality Control on Investment Advice

Our Research team follows a clearly defined and repeatable process that is described below. Ratings are confirmed with the research team and aligned with the Investment Policy Statement. All investment recommendations are reviewed by the research team for accuracy and alignment with our process, by the investment committee for prudent implementation and alignment with best practices, and by the investment consultant for alignment with the clients' policies.

Our operational team keeps a log of all recommendations and changes which is reviewed by our investment committee and compliance team.

Quality Control on Data Accuracy

Our research team utilizes a proprietary model to select and monitor funds; however, the source data is provided by Morningstar®, a recognized provider of investment data on publicly available investment options. Additionally, our Research Team conducts conference calls and on-site due diligence visits with portfolio managers to discuss and verify any investment data.

Our operational team has electronic links with Direct Solutions to eliminate human error. The assigned plan support team will verify the data before any reports are distributed to clients.

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Our administrative team utilizes Investment Metrics, a market leader in investment reporting, to create our quarterly Fiduciary Oversight Reports. InvestmentMetrics is linked to a variety of investment data services to ensure accuracy of all displayed data.

Investment Benchmarking

At the individual investment manager level, USIA utilizes both an index and a peer group average in measuring investment manager performance.

The index assigned is one that USIA feels best represents the characteristics of the asset class. USIA believes that having a common index for all funds within an asset class creates a fair comparison for similar investment options. Whereas the index provides a more idealistic view of what the asset class should look like, the peer group average gives insight to how managers are building their funds. This peer group takes an average of all funds that are currently categorized under an asset class.

With some asset classes the peer group may be a more relevant benchmark than an index simply because the peer group may better reflect the investable opportunities at the time. For less traditional investments, like custom portfolios, USIA will create a custom peer group and custom index that best reflects the exposures of the investment.

In summary, USIA believes that having two benchmarks allows for enhanced monitoring and solid understanding of an investment and its relative performance.

Recommendations for Fund Changes

When we recommend terminating a manager from the investment menu, we document our findings and recommendations in a concise, informative report. We work closely with the Investment Committee to explain our findings and to assist in the transition to a new manager once the Investment Committee and Board decides to move forward with the fund replacement.

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- ***Provide a completed Exhibit F, Recordkeeping and Administration Services Questionnaire and any materials requested within the questionnaire.***

EXHIBIT F – RECORDKEEPING & ADMINISTRATION SERVICES QUESTIONNAIRE

1. **Does the Firm offer record-keeping and plan administration in-house or would the Firm partner or subcontract with record-keeping providers?**

   Recordkeeping and plan administration services would be provided to KCS in-house.

   Our **Direct Solutions®** program was created to offer our clients a comprehensive retirement plan solution. Customized to suit your needs, we offer KCS access to 10,000 investment options (none of them are proprietary to us), we act as a fiduciary, we support your participants in group and one-on-one meetings, our legal team develops a fiduciary process to help insulate plan committee members and the organization from risk and provide you with a dedicated day-to-day service team.

   Schwab Retirement Technologies (SRT) is the system we use. This system is web based through SRT's Application Service Provider (ASP) model. It is state-of-the-art in the recordkeeping industry and is continually enhanced by Schwab to improve processing efficiency and electronic transfer of information between the recordkeeper and fund providers.

   The recordkeeping system, website, and automated voice response system are completely integrated, offering "real-time" information to a participant, which simply means that participants see up-to-date information on their accounts, as opposed to "batch processing."

2. **If the Firm partners with record-keeping providers, what record-keeper would be proposed for our plan and why? Describe the relationship in full?**

   Not applicable.

3. **Describe the account services and transaction capabilities available through the participant website.**

   Direct Solutions® is designed to link accounting and payroll activities to provide a complete reconciliation of assets, including employer and employee contributions. Advanced technology ensures client data will be transferred efficiently, with timely transaction processing and easy access to participant information.

   Our recordkeeping system utilizes a transactional database, maintaining a participant transaction history from inception, and is built around direct electronic linkage to an integrated investment trading platform and internet site. Key features of Direct Solutions® include same day trade placement and settlement, daily valuations, payroll contribution integration, comprehensive participant access, open architecture investments (no proprietary investment fund requirements), employee education, flexible administration, strategic plan design consulting, and compliance consulting.

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4. Does the Firm offer a mobile app? Provide a sample page of mobile app features.

Yes, with our mobile app, participants have access to:

- View account balances
- View investment balances and share prices
- Fund transfers
- Change investment allocations for future contributions
- Investment allocation changes
- Automatic rebalancing
- Personal rate of return
- Investment performance
- Account history
- Request loans
- Deferral changes
- Manage personal and beneficiary information

Text alerts are available for those participants who provide an appropriate telephone number during their website registration on their account.

Distribution requests are in development and expected to be available soon.

Please see Appendix H for an *Overview of Mobile App Features*.

5. Can participants request online distributions? Is this through the company's website or third-party?

Yes, participants may access customized online distribution request forms. Once the form is completed and executed via DocuSign by the participant, the executed form is routed to KCS for approval. When approval is received, the form is routed to Direct Solutions for processing. Once received it is reviewed within 2 business days and submitted for trading once all information is confirmed and any required verification completed.

If the request is for a lump sum cash distribution, the mandatory 20% federal income tax withholding will automatically occur, as will any state income tax withholding that may be required. Once traded, the request is submitted to the Custodian who issues funds within 2 business days. Checks are mailed to either the participant or rollover institution. A Form 1099R for the participant's tax records is issued at the time of distribution.

Participant distribution requests normally take three to five business days to process. Plan sponsors may monitor distribution via the withdrawal dashboard on the Plan Sponsor Portal. The dashboard details the type of distribution, the participant's name, and the status of processing and payment.

6. How will we transmit payroll data to the company? Provide an example if needed.

For payroll and census files, our recordkeeping system allows for direct payroll file upload from the client through our plan sponsor website or via Secure File Transfer Protocol (SFTP). This allows for data to be transmitted and uploaded to our system directly and securely without manual intervention.

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7. **Describe in detail how the system processes transfers/exchanges (including frequency/limitations). Are confirmations sent?**

   Investment transfers are completed through our website. Under our daily system, transfers requested by 4:00 pm (Eastern Standard Time) are "rolled-up" and executed that night. All transfer or exchange trades are processed and confirmed overnight and posted to participant accounts by 7:00 am (EST) the following day. The participant can log on to the internet and determine the result of their transactions after 7:00 am the following day. There are no restrictions or limitations on the transfer transaction capabilities in our system. Confirmation statements are available and can be printed from the website.

   All trading with the custodian would occur as same day if proceeds are received in the plan's cash account that day and all accurate data has been remitted.

8. **Can employer and employee contributions be tracked separately?**

   Yes, employer contribution calculations and payroll contributions, loan payments, and census data processing are core competencies. We have established the employer match formula correctly with your payroll service for accurate reporting. We test the matching formula on a regular basis to ensure accuracy. Annual employer discretionary contributions are allocated accurately by your team at USICG. We are very flexible in terms of the electronic data formats that we can receive. We typically establish an electronic file transfer process with our clients to receive and send data pertaining to all transactions listed above.

   Our standard payroll and census data file can accommodate 36 data elements, including; names, dates, address, email, basic census data, status, contributions, loan payments, and other critical data for plan administration, tracking, and testing.

9. **What checks and balances are in place to ensure transactional integrity?**

   USICG's commitment to quality and the relationships we build with our clients are critical to the success of our recordkeeping practice.

Maintenance and Validity of Input Data

Accurate recordkeeping and administration are fundamental to a quality retirement plan for participants. USICG is committed to accuracy and timely reporting of all activity. Every day that processing is completed, a paper and electronic trail is compiled and maintained, and all amounts are reconciled to the trust, recordkeeping system, and client files.

Data Integrity Provisions

In order to make sure that the integrity of the data is maintained, USICG has built-in checks and balances in the recordkeeping system as well as the continual reconciliation to original files received, trust assets, and participant accounts. Peer review is an integral part of our daily routines and is essential to producing quality service to our clients. All work performed by USICG undergoes review prior to execution and delivery.

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Authorized Access to Data

Our system provides for access level security and access will be provided to only those responsible for daily administration. To date, we have had no breaches in security.

Audit Trail of Processed Data

All activity processed in our system is documented in a processing log as an initial audit trail. In addition, each processed activity will be documented by hard copy reports generated by the system detailing the activity. A hard copy of any files received from our clients will also be printed, and all paperwork is attached at the end of each day's processing and kept in quarterly files in our offices for one year. All electronic files received by USICG pertaining to the plan are saved as original files in order to ensure we are able to reconcile to original data. When quarterly files have been held onsite for one year, the files are archived offsite indefinitely and can be retrieved within a day.

Confidentiality of Data

In terms of files being transmitted between the client and USICG, secure email will be used on all file transmission, as well as other means deemed necessary to protect the confidentiality of the data such as an upload to an FTP site. The recordkeeping system requires a username and password, and all files received from the client will be password protected for security purposes on our systems.

10. How often are Team meetings held between the Administrative Team and the Client?

Team meetings are held with the KCS as frequently as required either weekly, monthly, or quarterly meetings depending on the service item involved. Impromptu meetings are scheduled on an as needed basis.

11. Describe the Firm's cybersecurity threat mitigation defenses and protocols.

USI conducts periodic risk assessments to identify cybersecurity threats, vulnerabilities, and potential impacts on the business.

Please see Appendix B entitled *Securing Your Information – USI's Approach to Information Security and Data Privacy*.

12. Please describe how the Firm would approach a plan conversion from the current service provider to your Firm if selected.

USICG aims to make KCS's transition seamless. Your Relationship Manager, Jennifer Reynolds, as well as the Operations and Education teams will work with you to complete the conversion.

Below is an illustrated projected timeline for your on-boarding process.

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Transition - Recordkeeping

Our experienced account team will work with you to ensure a smooth transition to the Direct Solutions® platform. Key elements include coordination and process management for smooth flow of payroll data, efficient transition of plan assets, complete transition and review of plan records, develop a successful communication campaign for participants and train client benefits management staff on procedures and features of new program.

The team will host weekly calls with your staff to keep them up to date on progress and ensure that all elements of the transition are achieved successfully.

Task	Description of Task or Event	Responsibility	Time Period
Inform service provider that KCS has hired USICG	▪ Notify recordkeeper, third-party administrator, custodian and investment advisor service providers	USICG will draft notification for KCS to sign and submit to prior service provider	Week 1 - Week 2
Implementation Call	▪ Introduction of USICG/KCS teams (to explain roles & responsibilities)	USICG / KCS	Week 1 - Week 2
USICG paperwork	▪ Execution of Service Agreement	USICG / KCS	Week 2 - Week 3
Recordkeeper Paperwork	▪ Provide USICG with Recordkeeper contact information	KCS	Week 1 - Week 2
	▪ Provide USICG access to the website, if possible	KCS	Week 2 - Week 3
Investment Lineup Review	▪ Discuss and confirm investment options	USICG / KCS	Week 2 - Week 4
Contact prior service provider	▪ Discuss necessary steps and data needed to schedule conversion date.	USICG / KCS	Week 2 - Week 3
Open Trust Account	▪ Gather data and submit it on the trustee website, KCS to sign and return to USICG	USICG / KCS	Week 3 - Week 5
Set-up Recordkeeping System	▪ Review of plan documents, create SPP, Review and signoff on provisions.	USICG / KCS	Week 2 - Week 5
Set-up and train KCS staff on processing	▪ Applicable USICG employees will discuss and train KCS personnel on contributions, distributions, loan processing as well as enrollment process and general operation topics	USICG / KCS	Week 5 – through first event
Plan Education Strategy	▪ Develop participant education strategy that will work best for KCS employees	USICG / KCS	Week 6-7
Draft and distribute Blackout notice	▪ USICG will draft the blackout notice and work with KCS to determine the best method for distribution before the 30-day in advance deadline.	USICG / KCS	Week 6 – Week 7
Conversion and Blackout Lift	▪ USICG will work with prior provided to confirm and receive data, set-up and test recordkeeping system. ▪ Notification will be sent to KCS when Plan is live and will provide	USICG / KCS	Conversion Blackout period

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Task	Description of Task or Event	Responsibility	Time Period
	draft of participant notification		
Service Calendar	▪ USICG to present annual Service Calendar to KCS	USICG / KCS	First Quarterly Meeting
Review of Documents	▪ Investment Policy Statement: review existing one or help develop one	USICG	First Quarterly Meeting
	▪ Plan Design Review	USICG	First Quarterly Meeting
	▪ Fiduciary Governance: Committee Resolution & Charter	USICG	First Quarterly Meeting

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- ***Provide a summary clearly describing the Respondent's recordkeeping and administration services and describe how the Firm is better compared to other companies who perform the same services.***

  Our **Direct Solutions®** program was created to offer our defined contribution clients a comprehensive retirement plan solution. Direct Solutions is not a standard pre-packaged defined contribution recordkeeping and consulting product; **it is a flexible program which we customize to suit your needs.**

  Direct Solutions® is a bundled solution we offer clients looking to combine all the essential elements of a successful program including open architecture investment choice, professional investment advice, legal consultation, timely and accurate administration, comprehensive employee communication and proactive customer service.

  Our qualified plan consultants thoroughly review your situation whether you are looking to start up a new plan or make changes to a plan you already have in place. We have the expertise to create a retirement program to suit the unique needs of your company.

  Our services are flexible and responsive. We will adapt our team procedures to your needs. Our goal is to provide experts and processes that will meet or exceed your requirements. Most institutional providers have a "plan in the box" approach. If your needs do not fit their "box of services" then you will likely encounter administrative and compliance problems with their service. We have no proprietary fund requirements. Most institutional providers will require that you use their funds (typically their own target date funds or their own stable value products) to receive premium services.

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- ***Provide a completed Exhibit G, Participant Services Questionnaire and any materials requested within the questionnaire.***

EXHIBIT G - PARTICIPANT SERVICES QUESTIONNAIRE

1. **Provide how participants would be able to contact the participant service team.**

   Direct Solutions includes access via a participant website, call center, and mobile app.

   A participant has the ability to opt-out to a customer service representative Monday through Friday from 8 a.m. to 8 p.m. PT to answer plan-specific questions, assist in website navigation, and help participants make changes and place trades.

2. **Does the Firm assist with employee enrollment? If so, please provide samples of enrollment materials.**

   Direct Solutions can support automatic enrollment of newly eligible employees and annual automatic enrollment of already eligible participants that are not participating.

   Direct Solutions also produces an enrollment booklet that contains information about the retirement plan's features and investments. The participant will be provided with the Plan Highlights, Retirement Planning and Investing Concepts, Investment Information and Performance Summary, and Enrolling in the Plan.

   Please see Appendix I for a sample enrollment booklet.

3. **Does the Firm provide participant education? How often are those provided?**

   Yes, on-site educational meetings are available upon request. These meetings include modules on understanding your plan, the market, risk & reward analysis, basics of investing, portfolio strategy, diversification, financial planning, retirement readiness and other suitable topics, which are conducted by your Account Team. USICG also tailors the education process to meet KCS's and its employees' needs. Education meetings are scheduled with KCS as frequently as needed based on your plan demographics.

4. **Does the Firm provide participant savings, financial planning, investment and/or retirement advice? What kind of advice can and cannot be provided?**

   We provide education on a host of financial topics such as preparing for retirement, investment education, investing in a volatile market environment, and retirement income planning such as social security; however, we cannot provide participant advice as co-fiduciary.

5. **If participant advice is provided, is it in-house or via a third party? Provide list of any additional fees that apply (include in Exhibit H).**

   As co-fiduciary, we do not provide participant advice, but we hold education meetings covering a wide range of topics to assist participants in making informed decisions.

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6. Describe the customization capabilities for participant level statements.

At USICG, we pride ourselves on our ability to provide unique solutions to our clients' requests, and do not put our clients in a "box." We can customize participant statements to requested specifications, and often do for many of our clients.

USICG has been working with our clients to prepare personalized communications for almost 30 years. We can work with clients to create a participant statement that will incorporate both defined contribution plan data as well as a defined benefit plan, if applicable. We can prepare a print statement that is mailed to participants' homes as well as a PDF that can be posted to a secure site. The website currently provides the ability to create an online statement.

We have worked with many defined contribution plan administrators and defined benefit plan actuaries to gather and combine data for these personalized participant statements. While we have a graphic designer on staff and can ensure that the statement is professional and incorporates the client's branding, we also ensure that the data is accurate by providing the project team with data comparison reports, range, frequency, and audit reports. We can work with the client to determine the scope of any participant statement project.

7. Please describe any capabilities the company has to customize its web or call-center.

The website will be customized to the "look and feel" of KCS.

USICG will customize the website to provide additional loan details regarding number of payrolls, as well as how to determine loan amount available, and added Employee Education Presentations to the website, all at no additional cost.

Participants can customize their "home page" of the site to include the information they access most frequently, links to their favorite sites, and other unique features.

We have great flexibility in further designing the site to your specifications.

The call center team will be dedicated to KCS. All team members are experienced administrators who will respond to participant calls with full knowledge of your plan rules and features. We customize the protocol for call escalation to ensure your employees receive the appropriate response and assistance with their plan account.

8. Does the Firm provide any other support to participants?

In addition to customized websites and online resources, employee education, and dedicated call center representatives, USICG provides customized communications to assist plan participants understand the plan, how it works, and the investment options available.

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9. Please describe the Firm's dedicated call center and response times.

The Call Center is available 8:00 a.m. – 8:00 p.m. EST Monday through Friday.

USICG call center representatives go through a three-week training process when initially hired to become proficient with the call center tools. Client specific training is then determined based on the complexity and level of service provided from the call center. As representatives begin taking client specific calls, they are closely monitored and shadowed over the course of the three weeks to ensure calls are handled accurately and efficiently. All calls are recorded and ongoing call monitoring is completed to ensure a high level of quality service is provided to participants.

Customer service representatives have access to technology that provides them with the participant's employment data, call history, plan benefit summaries, participant website for modeling, imaging system, and case management. They are trained in dealing with and communicating retirement plan concepts in general and specific to the plan. If a question cannot be answered by the call center representative, the administration team assigned to the client is available to answer the question.

Customer service representatives assist participants with navigating and questions regarding the website. We support emails in addition to phone calls through the call center service team.

If a participant inquiry cannot be resolved by the customer service representative, the representative will involve a member of the administration team to assist with resolution. If a follow-up response is necessary, the same customer service representative will call the participant back, or written documentation will be sent to the participant. These interactions are managed through our CRM case management tool. The tool allows our team to assign team members, due date, and track notes and attachments as needed. Each team member's case queue is monitored daily and updated for status once available. The case management system also allows for the team to track and query paperwork mail dates and retirement workflow status. If a request is escalated the call center management team will work with the administration team directly in an effort to expedite the update and response.

We can provide reports on call center statistics on a monthly basis and reporting will be programmed to meet the client's needs.

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- ***Provide a summary of the Firm's participant services and describe how the Firm handles daily interaction with the participants in the plans.***

  On a daily basis the dedicated team at our firm will provide participants with assistance with the following items:

  - Personal Access Codes
  - Plan Information and Provisions
  - Enrollment of Employees
  - Amount of Current Contributions
  - Investment Allocation of Current Contributions
  - Change Contribution Levels by $
  - Change Contribution Levels by a Combination of $ and %
  - Total Account Balance
  - Account Balance by Source, Including Vesting
  - Account Balance by Fund, Including Transferable Amounts
  - Transaction History
  - Investment Transfers by %
  - Investment Transfers by $
  - On Demand Account Statements
  - Investment Fund Price Information
  - Investment Fund Performance Information
  - Status of Current Loans
  - Loan Payoff Amount Information
  - Loan Modeling
  - Loan Transactions
  - Hardship Withdrawals
  - Qualified Domestic Relation Orders
  - Other Withdrawals With Plan Sponsor Approval
  - Initiate Termination Withdrawals
  - Reallocation of Investment Balances

  There are many additional non-standard transactions and customized inquiries we provide for the KCS participants.

  Our ability to work with client specific plan software packages is unmatched in the industry.

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Required Forms

Iran Divestment Act/No Boycott of Israel

- Completed Form is included with this Tab.

References

- Completed Form is included with this Tab.

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ATTACHMENT A
KNOX COUNTY PROCUREMENT DIVISION
IRAN DIVESTMENT ACT/NO BOYCOTT OF ISRAEL
REQUEST FOR QUALIFICATIONS NUMBER 3608

By submission of a response to this solicitation, each respondent and each person signing on behalf of any respondent certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each respondent is not on the list created pursuant to Tennessee Code Annotated § 12-12-106.

Authorizing Signature: [signature]

(sign in blue ink)

Title: USICG President Central & Southern Regions Date: 12/9/2024

Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, by submission of a response to this solicitation, each respondent and each person signing on behalf of any respondent certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each respondent is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel.

Authorizing Signature: [signature]

(sign in blue ink)

Title: USICG President Central & Southern Regions Date: 12/9/2024

ATTACHMENT B
KNOX COUNTY PROCUREMENT DIVISION
REFERENCES
REQUEST FOR QUALIFICATIONS NUMBER 3608

Vendor: USI Consulting Group

Proposers shall submit a list of three (3) projects of similar size which have been in service during the last three (3) years. Each vendor is responsible for obtaining approval to submit and confirming the contact information provided for each reference. Knox County/KCS will not be responsible for gathering additional information for references that are incomplete or incorrect. References checks will be sent via email only. Reference Forms that cannot be delivered with the contact information listed, not returned prior to the deadline listed on the form, or not returned at all will be scored accordingly. Do not use Knox County Government or KCS as a reference.

Name of Firm: Eastern Band of Cherokee Indians
Contact Person: James Burns Phone Number: 828-497-9163 x6754
Email Address: james.burns@cherokeehospital.org
Nature of Contract: Tribal Government
Services Provided: Investment Advisory, Recordkeeping, & Actuarial Services
Contract start date: 2012 Contract end date: None

Name of Firm: Sevier County Electric System
Contact Person: Allen Robbins Phone Number: 865-774-6214
Email Address: arobbins@sces.net
Nature of Contract: Public Utility
Services Provided: Investment Advisory, Recordkeeping, and Actuarial Services
Contract start date: 2002 Contract end date: None

Name of Firm: Jewelry Television
Contact Person: Charlie Wagner Phone Number: 865-692-1349
Email Address: charlie.wagner@jtv.com
Nature of Contract: Private Sector
Services Provided: Investment Advisory & Recordkeeping
Contract start date: 2006 Contract end date: None

We acknowledge receipt of the following Addenda to KCS RFQ 3608 - 403(b) Third-Party Administrative Services:

Addendum Number	Date Issued
Addendum I	11/19/2024

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USICG's experience with plans such as that of KCS, the qualifications of its staff, its accessibility, and its dedication to providing the highest level of service make it the ideal choice to provide services to the KCS 403(b) Plan.

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TAB XIV - EXCEPTIONS

- ***Respondents are to include any and all exceptions taken to this solicitation under this Tab. Do not mark through or otherwise alter the language of this RFQ in your response.***

USI Consulting Group takes no exceptions to any of the requirements detailed in RFQ Number 3608 for Third-Party Administrative Services, Including Investment Advisory Services.

We further confirm that we are able to provide all of the services outlined in the Request for Qualifications (RFQ) Scope of Services Addendum which provides a comprehensive overview of the specific deliverables, tasks, and responsibilities that we would be responsible for providing.

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FORM ADV

UNIFORM APPLICATION FOR INVESTMENT ADVISER REGISTRATION AND REPORT BY EXEMPT REPORTING ADVISERS

Primary Business Name: USI ADVISORS	**CRD Number: 108113**
Other-Than-Annual Amendment - All Sections	**Rev. 10/2021**
11/8/2024 2:41:06 PM	

WARNING: Complete this form truthfully. False statements or omissions may result in denial of your application, revocation of your registration, or criminal prosecution. You must keep this form updated by filing periodic amendments. See Form ADV General Instruction 4.

Item 1 Identifying Information

Responses to this Item tell us who you are, where you are doing business, and how we can contact you. If you are filing an *umbrella registration*, the information in Item 1 should be provided for the *filing adviser* only. General Instruction 5 provides information to assist you with filing an *umbrella registration*.

A. Your full legal name (if you are a sole proprietor, your last, first, and middle names):
USI ADVISORS, INC.

B. (1) Name under which you primarily conduct your advisory business, if different from Item 1.A.
USI ADVISORS

List on Section 1.B. of Schedule D any additional names under which you conduct your advisory business.

(2) If you are using this Form ADV to register more than one investment adviser under an *umbrella registration*, check this box ☐

If you check this box, complete a Schedule R for each relying adviser.

C. If this filing is reporting a change in your legal name (Item 1.A.) or primary business name (Item 1.B.(1)), enter the new name and specify whether the name change is of
☐ your legal name or ☐ your primary business name:

D. (1) If you are registered with the SEC as an investment adviser, your SEC file number: **801-56622**
(2) If you report to the SEC as an *exempt reporting adviser*, your SEC file number:
(3) If you have one or more Central Index Key numbers assigned by the SEC ("CIK Numbers"), all of your CIK numbers:
No Information Filed

E. (1) If you have a number ("*CRD* Number") assigned by the *FINRA's CRD* system or by the IARD system, your *CRD* number: **108113**

If your firm does not have a CRD number, skip this Item 1.E. Do not provide the CRD number of one of your officers, employees, or affiliates.

(2) If you have additional *CRD* Numbers, your additional *CRD* numbers:
No Information Filed

F. *Principal Office and Place of Business*

(1) Address (do not use a P.O. Box):

Number and Street 1:		Number and Street 2:	
95 GLASTONBURY BLVD.		SUITE 102	
City:	State:	Country:	ZIP+4/Postal Code:
GLASTONBURY	Connecticut	United States	06033

If this address is a private residence, check this box: ☐

List on Section 1.F. of Schedule D any office, other than your principal office and place of business, at which you conduct investment advisory business. If you are applying for registration, or are registered, with one or more state securities authorities, you must list all of your offices in the state or states to which you are applying for registration or with whom you are registered. If you are applying for SEC registration, if you are registered only with the SEC, or if you are reporting to the SEC as an exempt reporting adviser, list the largest twenty-five offices in terms of numbers of employees as of the end of your most recently completed fiscal year.

(2) Days of week that you normally conduct business at your *principal office and place of business:*
◉ Monday - Friday ○ Other:

Normal business hours at this location:
8:00AM TO 5:00PM

(3) Telephone number at this location:
860-633-5283

(4) Facsimile number at this location, if any:
610-537-2898

(5) What is the total number of offices, other than your *principal office and place of business*, at which you conduct investment advisory business as of

the end of your most recently completed fiscal year?
13

G. Mailing address, if different from your *principal office and place of business* address:

Number and Street 1: | Number and Street 2:

City: | State: | Country: | ZIP+4/Postal Code:

If this address is a private residence, check this box: ☐

H. If you are a sole proprietor, state your full residence address, if different from your *principal office and place of business* address in Item 1.F.:

Number and Street 1: | Number and Street 2:

City: | State: | Country: | ZIP+4/Postal Code:

	Yes	No
I. Do you have one or more websites or accounts on publicly available social media platforms (including, but not limited to, Twitter, Facebook and LinkedIn)?	◉	○

If "yes," list all firm website addresses and the address for each of the firm's accounts on publicly available social media platforms on Section 1.I. of Schedule D. If a website address serves as a portal through which to access other information you have published on the web, you may list the portal without listing addresses for all of the other information. You may need to list more than one portal address. Do not provide the addresses of websites or accounts on publicly available social media platforms where you do not control the content. Do not provide the individual electronic mail (e-mail) addresses of employees or the addresses of employee accounts on publicly available social media platforms.

J. Chief Compliance Officer

(1) Provide the name and contact information of your Chief Compliance Officer. If you are an *exempt reporting adviser*, you must provide the contact information for your Chief Compliance Officer, if you have one. If not, you must complete Item 1.K. below.

Name: | Other titles, if any:

Telephone number: | Facsimile number, if any:

Number and Street 1: | Number and Street 2:

City: | State: | Country: | ZIP+4/Postal Code:

Electronic mail (e-mail) address, if Chief Compliance Officer has one:

(2) If your Chief Compliance Officer is compensated or employed by any *person* other than you, a *related person* or an investment company registered under the Investment Company Act of 1940 that you advise for providing chief compliance officer services to you, provide the *person's* name and IRS Employer Identification Number (if any):

Name:

IRS Employer Identification Number:

K. Additional Regulatory Contact Person: If a person other than the Chief Compliance Officer is authorized to receive information and respond to questions about this Form ADV, you may provide that information here.

Name: | Titles:

Telephone number: | Facsimile number, if any:

Number and Street 1: | Number and Street 2:

City: | State: | Country: | ZIP+4/Postal Code:

Electronic mail (e-mail) address, if contact person has one:

	Yes	No
L. Do you maintain some or all of the books and records you are required to keep under Section 204 of the Advisers Act, or similar state law, somewhere other than your *principal office and place of business*?	◉	○

If "yes," complete Section 1.L. of Schedule D.

	Yes	No
M. Are you registered with a *foreign financial regulatory authority*?	○	◉

Answer "no" if you are not registered with a foreign financial regulatory authority, even if you have an affiliate that is registered with a foreign financial regulatory authority. If "yes," complete Section 1.M. of Schedule D.

	Yes	No
N. Are you a public reporting company under Sections 12 or 15(d) of the Securities Exchange Act of 1934?	○	◉

	Yes	No
O. Did you have $1 billion or more in assets on the last day of your most recent fiscal year?	○	◉

If yes, what is the approximate amount of your assets:

- ○ $1 billion to less than $10 billion
- ○ $10 billion to less than $50 billion

○ $50 billion or more

For purposes of Item 1.O. only, "assets" refers to your total assets, rather than the assets you manage on behalf of clients. Determine your total assets using the total assets shown on the balance sheet for your most recent fiscal year end.

P. Provide your *Legal Entity Identifier* if you have one:

A *legal entity identifier* is a unique number that companies use to identify each other in the financial marketplace. You may not have a *legal entity identifier*.

SECTION 1.B. Other Business Names

No Information Filed

SECTION 1.F. Other Offices

Complete the following information for each office, other than your *principal office and place of business*, at which you conduct investment advisory business. You must complete a separate Schedule D Section 1.F. for each location. If you are applying for SEC registration, if you are registered only with the SEC, or if you are an *exempt reporting adviser*, list only the largest twenty-five offices (in terms of numbers of *employees*).

Number and Street 1:
261 MADISON AVENUE

Number and Street 2:
5TH FLOOR

City:
NEW YORK

State:
New York

Country:
United States

ZIP+4/Postal Code:
10116

If this address is a private residence, check this box: ☐

Telephone Number:
212-878-0466

Facsimile Number, if any:

If this office location is also required to be registered with FINRA or a *state securities authority* as a branch office location for a broker-dealer or investment adviser on the Uniform Branch Office Registration Form (Form BR), please provide the *CRD* Branch Number here:

How many *employees* perform investment advisory functions from this office location?
1

Are other business activities conducted at this office location? (check all that apply)

☐ (1) Broker-dealer (registered or unregistered)
☐ (2) Bank (including a separately identifiable department or division of a bank)
☐ (3) Insurance broker or agent
☐ (4) Commodity pool operator or commodity trading advisor (whether registered or exempt from registration)
☐ (5) Registered municipal advisor
☐ (6) Accountant or accounting firm
☐ (7) Lawyer or law firm

Describe any other *investment-related* business activities conducted from this office location:

Complete the following information for each office, other than your *principal office and place of business*, at which you conduct investment advisory business. You must complete a separate Schedule D Section 1.F. for each location. If you are applying for SEC registration, if you are registered only with the SEC, or if you are an *exempt reporting adviser*, list only the largest twenty-five offices (in terms of numbers of *employees*).

Number and Street 1:
900 SOUTH GAY STREET

Number and Street 2:
SUITE 1796

City:
KNOXVILLE

State:
Tennessee

Country:
United States

ZIP+4/Postal Code:
37902

If this address is a private residence, check this box: ☐

Telephone Number:
865-523-8353

Facsimile Number, if any:
865-523-8227

If this office location is also required to be registered with FINRA or a *state securities authority* as a branch office location for a broker-dealer or investment adviser on the Uniform Branch Office Registration Form (Form BR), please provide the *CRD* Branch Number here:

How many *employees* perform investment advisory functions from this office location?
5

Are other business activities conducted at this office location? (check all that apply)

- ☐ (1) Broker-dealer (registered or unregistered)
- ☐ (2) Bank (including a separately identifiable department or division of a bank)
- ☐ (3) Insurance broker or agent
- ☐ (4) Commodity pool operator or commodity trading advisor (whether registered or exempt from registration)
- ☐ (5) Registered municipal advisor
- ☐ (6) Accountant or accounting firm
- ☐ (7) Lawyer or law firm

Describe any other *investment-related* business activities conducted from this office location:

Complete the following information for each office, other than your *principal office and place of business*, at which you conduct investment advisory business. You must complete a separate Schedule D Section 1.F. for each location. If you are applying for SEC registration, if you are registered only with the SEC, or if you are an *exempt reporting adviser*, list only the largest twenty-five offices (in terms of numbers of *employees*).

Number and Street 1:
6501 S. FIDDLERS GREEN CIRCLE

Number and Street 2:
SUITE 100

City:
GREENWOOD VILLAGE

State:
Colorado

Country:
United States

ZIP+4/Postal Code:
80111

If this address is a private residence, check this box: ☐

Telephone Number:
303-831-5196

Facsimile Number, if any:

If this office location is also required to be registered with FINRA or a *state securities authority* as a branch office location for a broker-dealer or investment adviser on the Uniform Branch Office Registration Form (Form BR), please provide the *CRD* Branch Number here:

How many *employees* perform investment advisory functions from this office location?
1

Are other business activities conducted at this office location? (check all that apply)

- ☐ (1) Broker-dealer (registered or unregistered)
- ☐ (2) Bank (including a separately identifiable department or division of a bank)
- ☐ (3) Insurance broker or agent
- ☐ (4) Commodity pool operator or commodity trading advisor (whether registered or exempt from registration)
- ☐ (5) Registered municipal advisor
- ☐ (6) Accountant or accounting firm
- ☐ (7) Lawyer or law firm

Describe any other *investment-related* business activities conducted from this office location:

Complete the following information for each office, other than your *principal office and place of business*, at which you conduct investment advisory business. You must complete a separate Schedule D Section 1.F. for each location. If you are applying for SEC registration, if you are registered only with the SEC, or if you are an *exempt reporting adviser*, list only the largest twenty-five offices (in terms of numbers of *employees*).

Number and Street 1:
601 UNION STREET

Number and Street 2:
SUITE 1000

City:
SEATTLE

State:
Washington

Country:
United States

ZIP+4/Postal Code:
98101-4064

If this address is a private residence, check this box: ☐

Telephone Number:
206-441-6300

Facsimile Number, if any:
877-678-5844

If this office location is also required to be registered with FINRA or a *state securities authority* as a branch office location for a broker-dealer or investment adviser on the Uniform Branch Office Registration Form (Form BR), please provide the *CRD* Branch Number here:

How many *employees* perform investment advisory functions from this office location?
5

Are other business activities conducted at this office location? (check all that apply)

☐ (1) Broker-dealer (registered or unregistered)

☐ (2) Bank (including a separately identifiable department or division of a bank)

☐ (3) Insurance broker or agent

☐ (4) Commodity pool operator or commodity trading advisor (whether registered or exempt from registration)

☐ (5) Registered municipal advisor

☐ (6) Accountant or accounting firm

☐ (7) Lawyer or law firm

Describe any other *investment-related* business activities conducted from this office location:

Complete the following information for each office, other than your *principal office and place of business*, at which you conduct investment advisory business. You must complete a separate Schedule D Section 1.F. for each location. If you are applying for SEC registration, if you are registered only with the SEC, or if you are an *exempt reporting adviser*, list only the largest twenty-five offices (in terms of numbers of *employees*).

Number and Street 1:
14241 DALLAS PARKWAY

Number and Street 2:
SUITE 700

City:
DALLAS

State:
Texas

Country:
United States

ZIP+4/Postal Code:
75254

If this address is a private residence, check this box: ☐

Telephone Number:
214-443-3158

Facsimile Number, if any:

If this office location is also required to be registered with FINRA or a *state securities authority* as a branch office location for a broker-dealer or investment adviser on the Uniform Branch Office Registration Form (Form BR), please provide the *CRD* Branch Number here:

How many *employees* perform investment advisory functions from this office location?
1

Are other business activities conducted at this office location? (check all that apply)

☐ (1) Broker-dealer (registered or unregistered)

☐ (2) Bank (including a separately identifiable department or division of a bank)

☐ (3) Insurance broker or agent

☐ (4) Commodity pool operator or commodity trading advisor (whether registered or exempt from registration)

☐ (5) Registered municipal advisor

☐ (6) Accountant or accounting firm

☐ (7) Lawyer or law firm

Describe any other *investment-related* business activities conducted from this office location:

Complete the following information for each office, other than your *principal office and place of business*, at which you conduct investment advisory business. You must complete a separate Schedule D Section 1.F. for each location. If you are applying for SEC registration, if you are registered only with the SEC, or if you are an *exempt reporting adviser*, list only the largest twenty-five offices (in terms of numbers of *employees*).

Number and Street 1:
725 RXR PLAZA - EAST TOWER

Number and Street 2:

City:

State:

Country:

ZIP+4/Postal Code:

UNIONDALE	New York	United States	11556

If this address is a private residence, check this box: ☐

Telephone Number:	Facsimile Number, if any:
5166836100	5166836163

If this office location is also required to be registered with FINRA or a *state securities authority* as a branch office location for a broker-dealer or investment adviser on the Uniform Branch Office Registration Form (Form BR), please provide the *CRD* Branch Number here:

How many *employees* perform investment advisory functions from this office location?
2

Are other business activities conducted at this office location? (check all that apply)

- ☐ (1) Broker-dealer (registered or unregistered)
- ☐ (2) Bank (including a separately identifiable department or division of a bank)
- ☑ (3) Insurance broker or agent
- ☐ (4) Commodity pool operator or commodity trading advisor (whether registered or exempt from registration)
- ☐ (5) Registered municipal advisor
- ☐ (6) Accountant or accounting firm
- ☐ (7) Lawyer or law firm

Describe any other *investment-related* business activities conducted from this office location:

Complete the following information for each office, other than your *principal office and place of business*, at which you conduct investment advisory business. You must complete a separate Schedule D Section 1.F. for each location. If you are applying for SEC registration, if you are registered only with the SEC, or if you are an *exempt reporting adviser*, list only the largest twenty-five offices (in terms of numbers of *employees*).

Number and Street 1:		Number and Street 2:	
9394 WEST DODGE RD.		SUITE 250	
City:	**State:**	**Country:**	**ZIP+4/Postal Code:**
OMAHA	Nebraska	United States	68114

If this address is a private residence, check this box: ☐

Telephone Number:	Facsimile Number, if any:
4024085363	

If this office location is also required to be registered with FINRA or a *state securities authority* as a branch office location for a broker-dealer or investment adviser on the Uniform Branch Office Registration Form (Form BR), please provide the *CRD* Branch Number here:

How many *employees* perform investment advisory functions from this office location?
2

Are other business activities conducted at this office location? (check all that apply)

- ☐ (1) Broker-dealer (registered or unregistered)
- ☐ (2) Bank (including a separately identifiable department or division of a bank)
- ☑ (3) Insurance broker or agent
- ☐ (4) Commodity pool operator or commodity trading advisor (whether registered or exempt from registration)
- ☐ (5) Registered municipal advisor
- ☐ (6) Accountant or accounting firm
- ☐ (7) Lawyer or law firm

Describe any other *investment-related* business activities conducted from this office location:

Complete the following information for each office, other than your *principal office and place of business*, at which you conduct investment advisory business. You must complete a separate Schedule D Section 1.F. for each location. If you are applying for SEC registration, if you are registered only with the SEC, or if you are an *exempt reporting adviser*, list only the largest twenty-five offices (in terms of numbers of *employees*).

Number and Street 1: Number and Street 2:

1001 LAKESIDE AVENUE | SUITE 1200

City:	State:	Country:	ZIP+4/Postal Code:
CLEVELAND	Ohio	United States	44114

If this address is a private residence, check this box: ☐

Telephone Number: 4402877616

Facsimile Number, if any:

If this office location is also required to be registered with FINRA or a *state securities authority* as a branch office location for a broker-dealer or investment adviser on the Uniform Branch Office Registration Form (Form BR), please provide the *CRD* Branch Number here:

How many *employees* perform investment advisory functions from this office location?
1

Are other business activities conducted at this office location? (check all that apply)

- ☐ (1) Broker-dealer (registered or unregistered)
- ☐ (2) Bank (including a separately identifiable department or division of a bank)
- ☐ (3) Insurance broker or agent
- ☐ (4) Commodity pool operator or commodity trading advisor (whether registered or exempt from registration)
- ☐ (5) Registered municipal advisor
- ☐ (6) Accountant or accounting firm
- ☐ (7) Lawyer or law firm

Describe any other *investment-related* business activities conducted from this office location:

Complete the following information for each office, other than your *principal office and place of business*, at which you conduct investment advisory business. You must complete a separate Schedule D Section 1.F. for each location. If you are applying for SEC registration, if you are registered only with the SEC, or if you are an *exempt reporting adviser*, list only the largest twenty-five offices (in terms of numbers of *employees*).

Number and Street 1: 8000 NORMAN CENTER DR

Number and Street 2: SUITE 400

City:	State:	Country:	ZIP+4/Postal Code:
BLOOMINTON	Minnesota	United States	55437

If this address is a private residence, check this box: ☐

Telephone Number: 9523229073

Facsimile Number, if any:

If this office location is also required to be registered with FINRA or a *state securities authority* as a branch office location for a broker-dealer or investment adviser on the Uniform Branch Office Registration Form (Form BR), please provide the *CRD* Branch Number here:

How many *employees* perform investment advisory functions from this office location?
3

Are other business activities conducted at this office location? (check all that apply)

- ☑ (1) Broker-dealer (registered or unregistered)
- ☐ (2) Bank (including a separately identifiable department or division of a bank)
- ☑ (3) Insurance broker or agent
- ☐ (4) Commodity pool operator or commodity trading advisor (whether registered or exempt from registration)
- ☐ (5) Registered municipal advisor
- ☐ (6) Accountant or accounting firm
- ☐ (7) Lawyer or law firm

Describe any other *investment-related* business activities conducted from this office location:

Complete the following information for each office, other than your *principal office and place of business*, at which you conduct investment advisory business. You must complete a separate Schedule D Section 1.F. for each location. If you are applying for SEC registration, if you are registered only with the SEC, or if you are an *exempt reporting adviser*, list only the largest twenty-five offices (in terms of numbers of *employees*).

Number and Street 1:
8042 TABBY LANE

Number and Street 2:

City:
MAITLAND

State:
Florida

Country:
United States

ZIP+4/Postal Code:
32751

If this address is a private residence, check this box: ☐

Telephone Number:
610-619-5617

Facsimile Number, if any:

If this office location is also required to be registered with FINRA or a *state securities authority* as a branch office location for a broker-dealer or investment adviser on the Uniform Branch Office Registration Form (Form BR), please provide the *CRD* Branch Number here:

How many *employees* perform investment advisory functions from this office location?
1

Are other business activities conducted at this office location? (check all that apply)

☐ (1) Broker-dealer (registered or unregistered)

☐ (2) Bank (including a separately identifiable department or division of a bank)

☐ (3) Insurance broker or agent

☐ (4) Commodity pool operator or commodity trading advisor (whether registered or exempt from registration)

☐ (5) Registered municipal advisor

☐ (6) Accountant or accounting firm

☐ (7) Lawyer or law firm

Describe any other *investment-related* business activities conducted from this office location:

Complete the following information for each office, other than your *principal office and place of business*, at which you conduct investment advisory business. You must complete a separate Schedule D Section 1.F. for each location. If you are applying for SEC registration, if you are registered only with the SEC, or if you are an *exempt reporting adviser*, list only the largest twenty-five offices (in terms of numbers of *employees*).

Number and Street 1:
4370 LA JOLLA VILLAGE DRIVE

Number and Street 2:
SUITE 310

City:
SAN DIEGO

State:
California

Country:
United States

ZIP+4/Postal Code:
92122

If this address is a private residence, check this box: ☐

Telephone Number:
8584779213

Facsimile Number, if any:

If this office location is also required to be registered with FINRA or a *state securities authority* as a branch office location for a broker-dealer or investment adviser on the Uniform Branch Office Registration Form (Form BR), please provide the *CRD* Branch Number here:

How many *employees* perform investment advisory functions from this office location?
1

Are other business activities conducted at this office location? (check all that apply)

☐ (1) Broker-dealer (registered or unregistered)

☐ (2) Bank (including a separately identifiable department or division of a bank)

☐ (3) Insurance broker or agent

☐ (4) Commodity pool operator or commodity trading advisor (whether registered or exempt from registration)

☐ (5) Registered municipal advisor

☐ (6) Accountant or accounting firm

☐ (7) Lawyer or law firm

Describe any other *investment-related* business activities conducted from this office location:

Complete the following information for each office, other than your *principal office and place of business*, at which you conduct investment advisory business. You must complete a separate Schedule D Section 1.F. for each location. If you are applying for SEC registration, if you are registered only with the SEC, or if you are an *exempt reporting adviser*, list only the largest twenty-five offices (in terms of numbers of *employees*).

Number and Street 1:
180 PARK AVE

Number and Street 2:
1ST FLOOR

City:
FLORHAM PARK

State:
New Jersey

Country:
United States

ZIP+4/Postal Code:
07932

If this address is a private residence, check this box: ☐

Telephone Number:
571-369-5128

Facsimile Number, if any:

If this office location is also required to be registered with FINRA or a *state securities authority* as a branch office location for a broker-dealer or investment adviser on the Uniform Branch Office Registration Form (Form BR), please provide the *CRD* Branch Number here:

How many *employees* perform investment advisory functions from this office location?
1

Are other business activities conducted at this office location? (check all that apply)

☐ (1) Broker-dealer (registered or unregistered)

☐ (2) Bank (including a separately identifiable department or division of a bank)

☐ (3) Insurance broker or agent

☐ (4) Commodity pool operator or commodity trading advisor (whether registered or exempt from registration)

☐ (5) Registered municipal advisor

☐ (6) Accountant or accounting firm

☐ (7) Lawyer or law firm

Describe any other *investment-related* business activities conducted from this office location:

Complete the following information for each office, other than your *principal office and place of business*, at which you conduct investment advisory business. You must complete a separate Schedule D Section 1.F. for each location. If you are applying for SEC registration, if you are registered only with the SEC, or if you are an *exempt reporting adviser*, list only the largest twenty-five offices (in terms of numbers of *employees*).

Number and Street 1:
7000 LINCOLN DR. E

Number and Street 2:

City:
MARLTON

State:
New Jersey

Country:
United States

ZIP+4/Postal Code:
08053

If this address is a private residence, check this box: ☐

Telephone Number:
(856) 533-568

Facsimile Number, if any:

If this office location is also required to be registered with FINRA or a *state securities authority* as a branch office location for a broker-dealer or investment adviser on the Uniform Branch Office Registration Form (Form BR), please provide the *CRD* Branch Number here:

How many *employees* perform investment advisory functions from this office location?
1

Are other business activities conducted at this office location? (check all that apply)

☐ (1) Broker-dealer (registered or unregistered)

☐ (2) Bank (including a separately identifiable department or division of a bank)

☑ (3) Insurance broker or agent

☐ (4) Commodity pool operator or commodity trading advisor (whether registered or exempt from registration)

☐ (5) Registered municipal advisor

☐ (6) Accountant or accounting firm

☐ (7) Lawyer or law firm

Describe any other *investment-related* business activities conducted from this office location:

SECTION 1.I. Website Addresses

List your website addresses, including addresses for accounts on publicly available social media platforms where you control the content (including, but not limited to, Twitter, Facebook and/or LinkedIn). You must complete a separate Schedule D Section 1.I. for each website or account on a publicly available social media platform.

Address of Website/Account on Publicly Available Social Media Platform: https://www.usicg.com/retirement-plan-services/investment-advisory/

Address of Website/Account on Publicly Available Social Media Platform: HTTP://WWW.USIADVISORSINC.COM/

SECTION 1.L. Location of Books and Records

Complete the following information for each location at which you keep your books and records, other than your *principal office and place of business*. You must complete a separate Schedule D, Section 1.L. for each location.

Name of entity where books and records are kept:
IRON MOUNTAIN

Number and Street 1:		Number and Street 2:	
1100 KENNEDY RD.			
City:	State:	Country:	ZIP+4/Postal Code:
WINDSOR	Connecticut	United States	06095

If this address is a private residence, check this box: ☐

Telephone Number:	Facsimile number, if any:
800-327-8345	

This is (check one):

- ○ one of your branch offices or affiliates.
- ○ a third-party unaffiliated recordkeeper.
- ◉ other.

Briefly describe the books and records kept at this location.
TERMINATED CLIENT FILES AND PERSONAL SECURITIES TRANSACTION FILES.

SECTION 1.M. Registration with Foreign Financial Regulatory Authorities

No Information Filed

Item 2 SEC Registration/Reporting

Responses to this Item help us (and you) determine whether you are eligible to register with the SEC. Complete this Item 2.A. only if you are applying for SEC registration or submitting an *annual updating amendment* to your SEC registration. If you are filing an *umbrella registration*, the information in Item 2 should be provided for the *filing adviser* only.

A. To register (or remain registered) with the SEC, you must check **at least one** of the Items 2.A.(1) through 2.A.(12), below. If you are submitting an *annual updating amendment* to your SEC registration and you are no longer eligible to register with the SEC, check Item 2.A.(13). Part 1A Instruction 2 provides information to help you determine whether you may affirmatively respond to each of these items.

You (the adviser):

☑ (1) are a **large advisory firm** that either:

(a) has regulatory assets under management of $100 million (in U.S. dollars) or more; or

(b) has regulatory assets under management of $90 million (in U.S. dollars) or more at the time of filing its most recent *annual updating amendment* and is registered with the SEC;

☐ (2) are a **mid-sized advisory firm** that has regulatory assets under management of $25 million (in U.S. dollars) or more but less than $100 million (in U.S. dollars) and you are either:

(a) not required to be registered as an adviser with the *state securities authority* of the state where you maintain your *principal office and place of business*; or

(b) not subject to examination by the *state securities authority* of the state where you maintain your *principal office and place of business*;

*Click **HERE** for a list of states in which an investment adviser, if registered, would not be subject to examination by the state securities authority.*

(3) Reserved

☐ (4) have your *principal office and place of business* **outside the United States**;

☐ (5) are **an investment adviser (or subadviser) to an investment company** registered under the Investment Company Act of 1940;

☐ (6) are **an investment adviser to a company which has elected to be a business development company** pursuant to section 54 of the Investment Company Act of 1940 and has not withdrawn the election, and you have at least $25 million of regulatory assets under management;

☑ (7) are a **pension consultant** with respect to assets of plans having an aggregate value of at least $200,000,000 that qualifies for the exemption in rule 203A-2(a);

☐ (8) are a **related adviser** under rule 203A-2(b) that *controls*, is *controlled* by, or is under common *control* with, an investment adviser that is registered with the SEC, and your *principal office and place of business* is the same as the registered adviser;

If you check this box, complete Section 2.A.(8) of Schedule D.

☐ (9) are an **adviser** relying on rule 203A-2(c) because you **expect to be eligible for SEC registration within 120 days;**

If you check this box, complete Section 2.A.(9) of Schedule D.

☐ (10) are a **multi-state adviser** that is required to register in 15 or more states and is relying on rule 203A-2(d);

If you check this box, complete Section 2.A.(10) of Schedule D.

☐ (11) are an **Internet adviser** relying on rule 203A-2(e);

If you check this box, complete Section 2.A.(11) of Schedule D.

☐ (12) have **received an SEC order** exempting you from the prohibition against registration with the SEC;

If you check this box, complete Section 2.A.(12) of Schedule D.

☐ (13) are **no longer eligible** to remain registered with the SEC.

State Securities Authority Notice Filings **and State Reporting by** ***Exempt Reporting Advisers***

C. Under state laws, SEC-registered advisers may be required to provide to *state securities authorities* a copy of the Form ADV and any amendments they file with the SEC. These are called *notice filings*. In addition, *exempt reporting advisers* may be required to provide *state securities authorities* with a copy of reports and any amendments they file with the SEC. If this is an initial application or report, check the box(es) next to the state(s) that you would like to receive notice of this and all subsequent filings or reports you submit to the SEC. If this is an amendment to direct your *notice filings* or reports to additional state(s), check the box(es) next to the state(s) that you would like to receive notice of this and all subsequent filings or reports you submit to the SEC. If this is an amendment to your registration to stop your *notice filings* or reports from going to state(s) that currently receive them, uncheck the box(es) next to those state(s).

Jurisdictions

☑ AL	☑ IL	☑ NE	☑ SC
☑ AK	☑ IN	☑ NV	☑ SD
☑ AZ	☑ IA	☑ NH	☑ TN
☑ AR	☑ KS	☑ NJ	☑ TX
☑ CA	☑ KY	☐ NM	☑ UT
☑ CO	☑ LA	☑ NY	☑ VT
☑ CT	☑ ME	☑ NC	☐ VI
☑ DE	☑ MD	☑ ND	☑ VA
☑ DC	☑ MA	☑ OH	☑ WA
☑ FL	☑ MI	☑ OK	☑ WV
☑ GA	☑ MN	☑ OR	☑ WI
☐ GU	☑ MS	☑ PA	☐ WY
☑ HI	☑ MO	☐ PR	
☑ ID	☑ MT	☑ RI	

If you are amending your registration to stop your notice filings or reports from going to a state that currently receives them and you do not want to pay that state's notice filing or report filing fee for the coming year, your amendment must be filed before the end of the year (December 31).

SECTION 2.A.(8) Related Adviser

If you are relying on the exemption in rule 203A-2(b) from the prohibition on registration because you *control*, are *controlled* by, or are under common *control* with an investment adviser that is registered with the SEC and your *principal office and place of business* is the same as that of the registered adviser, provide the following information:

Name of Registered Investment Adviser

CRD Number of Registered Investment Adviser

SEC Number of Registered Investment Adviser
-

SECTION 2.A.(9) Investment Adviser Expecting to be Eligible for Commission Registration within 120 Days

If you are relying on rule 203A-2(c), the exemption from the prohibition on registration available to an adviser that expects to be eligible for SEC registration within 120 days, you are required to make certain representations about your eligibility for SEC registration. By checking the appropriate boxes, you will be deemed to have made the required representations. You must make both of these representations:

☐ I am not registered or required to be registered with the SEC or a *state securities authority* and I have a reasonable expectation that I will be eligible to register with the SEC within 120 days after the date my registration with the SEC becomes effective.

☐ I undertake to withdraw from SEC registration if, on the 120th day after my registration with the SEC becomes effective, I would be prohibited by Section 203A(a) of the Advisers Act from registering with the SEC.

SECTION 2.A.(10) Multi-State Adviser

If you are relying on rule 203A-2(d), the multi-state adviser exemption from the prohibition on registration, you are required to make certain representations about your eligibility for SEC registration. By checking the appropriate boxes, you will be deemed to have made the required representations.

If you are applying for registration as an investment adviser with the SEC, you must make both of these representations:

☐ I have reviewed the applicable state and federal laws and have concluded that I am required by the laws of 15 or more states to register as an investment adviser with the *state securities authorities* in those states.

☐ I undertake to withdraw from SEC registration if I file an amendment to this registration indicating that I would be required by the laws of fewer than 15 states to register as an investment adviser with the *state securities authorities* of those states.

If you are submitting your *annual updating amendment*, you must make this representation:

☐ Within 90 days prior to the date of filing this amendment, I have reviewed the applicable state and federal laws and have concluded that I am required by the laws of at least 15 states to register as an investment adviser with the *state securities authorities* in those states.

SECTION 2.A.(11) Internet Adviser

If you are relying on rule 203A-2(e), the Internet adviser exemption from the prohibition on registration, you are required to make a representation about your eligibility for SEC registration. By checking the appropriate box, you will be deemed to have made the required representation.

If you are applying for registration as an investment adviser with the SEC or changing your existing Item 2 response regarding your eligibility for SEC registration, you must make this representation:

☐ I will provide investment advice on an ongoing basis to more than one client exclusively through an *operational interactive website*.

If you are filing an annual updating amendment to your existing registration and are continuing to rely on the Internet adviser exemption for SEC registration, you must make this representation:

☐ I have provided and will continue to provide investment advice on an ongoing basis to more than one client exclusively through an *operational interactive website*.

SECTION 2.A.(12) SEC Exemptive *Order*

If you are relying upon an SEC *order* exempting you from the prohibition on registration, provide the following information:

Application Number:

803-

Date of *order*:

Item 3 Form of Organization

If you are filing an *umbrella registration*, the information in Item 3 should be provided for the *filing adviser* only.

A. How are you organized?

- ◉ Corporation
- ○ Sole Proprietorship
- ○ Limited Liability Partnership (LLP)
- ○ Partnership
- ○ Limited Liability Company (LLC)

- ○ Limited Partnership (LP)
- ○ Other (specify):

If you are changing your response to this Item, see Part 1A Instruction 4.

B. In what month does your fiscal year end each year?
DECEMBER

C. Under the laws of what state or country are you organized?

State	Country
Connecticut	United States

If you are a partnership, provide the name of the state or country under whose laws your partnership was formed. If you are a sole proprietor, provide the name of the state or country where you reside.

If you are changing your response to this Item, see Part 1A Instruction 4.

Item 4 Successions

		Yes	No
A.	Are you, at the time of this filing, succeeding to the business of a registered investment adviser, including, for example, a change of your structure or legal status (e.g., form of organization or state of incorporation)?	○	◉

If "yes", complete Item 4.B. and Section 4 of Schedule D.

B. Date of Succession: (MM/DD/YYYY)

If you have already reported this succession on a previous Form ADV filing, do not report the succession again. Instead, check "No." See Part 1A Instruction 4.

SECTION 4 Successions

No Information Filed

Item 5 Information About Your Advisory Business - Employees, Clients, and Compensation

Responses to this Item help us understand your business, assist us in preparing for on-site examinations, and provide us with data we use when making regulatory policy. Part 1A Instruction 5.a. provides additional guidance to newly formed advisers for completing this Item 5.

Employees

If you are organized as a sole proprietorship, include yourself as an employee in your responses to Item 5.A. and Items 5.B.(1), (2), (3), (4), and (5). If an employee performs more than one function, you should count that employee in each of your responses to Items 5.B.(1), (2), (3), (4), and (5).

A. Approximately how many *employees* do you have? Include full- and part-time *employees* but do not include any clerical workers.
75

B. (1) Approximately how many of the *employees* reported in 5.A. perform investment advisory functions (including research)?
42

(2) Approximately how many of the *employees* reported in 5.A. are registered representatives of a broker-dealer?
30

(3) Approximately how many of the *employees* reported in 5.A. are registered with one or more *state securities authorities* as *investment adviser representatives*?
71

(4) Approximately how many of the *employees* reported in 5.A. are registered with one or more *state securities authorities* as *investment adviser representatives* for an investment adviser other than you?
2

(5) Approximately how many of the *employees* reported in 5.A. are licensed agents of an insurance company or agency?
35

(6) Approximately how many firms or other *persons* solicit advisory *clients* on your behalf?
2

In your response to Item 5.B.(6), do not count any of your employees and count a firm only once – do not count each of the firm's employees that solicit on

your behalf.

Clients

In your responses to Items 5.C. and 5.D. do not include as "clients" the investors in a private fund you advise, unless you have a separate advisory relationship with those investors.

C. (1) To approximately how many *clients* for whom you do not have regulatory assets under management did you provide investment advisory services during your most recently completed fiscal year?

0

(2) Approximately what percentage of your *clients* are non-*United States persons*?

0%

D. *For purposes of this Item 5.D., the category "individuals" includes trusts, estates, and 401(k) plans and IRAs of individuals and their family members, but does not include businesses organized as sole proprietorships.*
The category "business development companies" consists of companies that have made an election pursuant to section 54 of the Investment Company Act of 1940. Unless you provide advisory services pursuant to an investment advisory contract to an investment company registered under the Investment Company Act of 1940, do not answer (1)(d) or (3)(d) below.

Indicate the approximate number of your *clients* and amount of your total regulatory assets under management (reported in Item 5.F. below) attributable to each of the following type of *client*. If you have fewer than 5 *clients* in a particular category (other than (d), (e), and (f)) you may check Item 5.D.(2) rather than respond to Item 5.D.(1).

The aggregate amount of regulatory assets under management reported in Item 5.D.(3) should equal the total amount of regulatory assets under management reported in Item 5.F.(2)(c) below.

If a *client* fits into more than one category, select one category that most accurately represents the *client* to avoid double counting *clients* and assets. If you advise a registered investment company, business development company, or pooled investment vehicle, report those assets in categories (d), (e), and (f) as applicable.

Type of *Client*	(1) Number of *Client(s)*	(2) Fewer than 5 *Clients*	(3) Amount of Regulatory Assets under Management
(a) Individuals (other than *high net worth individuals*)		☐	$
(b) *High net worth individuals*		☐	$
(c) Banking or thrift institutions	18	☐	$ 466,882,586
(d) Investment companies	3		$ 37,982,258
(e) Business development companies			$
(f) Pooled investment vehicles (other than investment companies and business development companies)			$
(g) Pension and profit sharing plans (but not the plan participants or government pension plans)	928	☐	$ 31,192,497,959
(h) Charitable organizations	75	☐	$ 1,627,811,135
(i) State or municipal *government entities* (including government pension plans)	102	☐	$ 2,935,506,546
(j) Other investment advisers		☐	$
(k) Insurance companies		☑	$ 42,089,757
(l) Sovereign wealth funds and foreign official institutions		☑	$ 27,613,760
(m) Corporations or other businesses not listed above	217	☐	$ 5,287,677,376
(n) Other:		☐	$

Compensation Arrangements

E. You are compensated for your investment advisory services by (check all that apply):

- ☑ (1) A percentage of assets under your management
- ☑ (2) Hourly charges
- ☐ (3) Subscription fees (for a newsletter or periodical)
- ☑ (4) Fixed fees (other than subscription fees)
- ☑ (5) Commissions
- ☐ (6) *Performance-based fees*
- ☐ (7) Other (specify):

Item 5 Information About Your Advisory Business - Regulatory Assets Under Management

Regulatory Assets Under Management

	Yes	No
F. (1) Do you provide continuous and regular supervisory or management services to securities portfolios?	◉	○

(2) If yes, what is the amount of your regulatory assets under management and total number of accounts?

		U.S. Dollar Amount		Total Number of Accounts
Discretionary:	(a)	$ 1,176,137,305	(d)	104
Non-Discretionary:	(b)	$ 40,441,924,072	(e)	1,244
Total:	(c)	$ 41,618,061,377	(f)	1,348

Part 1A Instruction 5.b. explains how to calculate your regulatory assets under management. You must follow these instructions carefully when completing this Item.

(3) What is the approximate amount of your total regulatory assets under management (reported in Item 5.F.(2)(c) above) attributable to *clients* who are non-*United States persons*?

$ 0

Item 5 Information About Your Advisory Business - Advisory Activities

Advisory Activities

G. What type(s) of advisory services do you provide? Check all that apply.

- ☐ (1) Financial planning services
- ☐ (2) Portfolio management for individuals and/or small businesses
- ☐ (3) Portfolio management for investment companies (as well as "business development companies" that have made an election pursuant to section 54 of the Investment Company Act of 1940)
- ☐ (4) Portfolio management for pooled investment vehicles (other than investment companies)
- ☑ (5) Portfolio management for businesses (other than small businesses) or institutional *clients* (other than registered investment companies and other pooled investment vehicles)
- ☑ (6) Pension consulting services
- ☑ (7) Selection of other advisers (including *private fund* managers)
- ☐ (8) Publication of periodicals or newsletters
- ☐ (9) Security ratings or pricing services
- ☐ (10) Market timing services
- ☐ (11) Educational seminars/workshops
- ☑ (12) Other(specify): SEMINARS AND CONSULTATIONS

Do not check Item 5.G.(3) unless you provide advisory services pursuant to an investment advisory contract to an investment company registered under the Investment Company Act of 1940, including as a subadviser. If you check Item 5.G.(3), report the 811 or 814 number of the investment company or investment companies to which you provide advice in Section 5.G.(3) of Schedule D.

H. If you provide financial planning services, to how many *clients* did you provide these services during your last fiscal year?

- ○ 0
- ○ 1 - 10
- ○ 11 - 25
- ○ 26 - 50
- ○ 51 - 100
- ○ 101 - 250
- ○ 251 - 500
- ○ More than 500

  If more than 500, how many?
  (round to the nearest 500)

In your responses to this Item 5.H., do not include as "clients" the investors in a private fund you advise, unless you have a separate advisory relationship with those investors.

		Yes	No
I.	(1) Do you participate in a *wrap fee program*?	○	◉

(2) If you participate in a *wrap fee program*, what is the amount of your regulatory assets under management attributable to acting as:

(a) *sponsor* to a *wrap fee program*
$

(b) portfolio manager for a *wrap fee program*?
$

(c) *sponsor* to and portfolio manager for the same *wrap fee program*?
$

If you report an amount in Item 5.I.(2)(c), do not report that amount in Item 5.I.(2)(a) or Item 5.I.(2)(b).

If you are a portfolio manager for a wrap fee program, list the names of the programs, their sponsors and related information in Section 5.I.(2) of Schedule D.

If your involvement in a wrap fee program is limited to recommending wrap fee programs to your clients, or you advise a mutual fund that is offered through a wrap fee program, do not check Item 5.I.(1) or enter any amounts in response to Item 5.I.(2).

	Yes	No
J. (1) In response to Item 4.B. of Part 2A of Form ADV, do you indicate that you provide investment advice only with respect to limited types of investments?	◉	○
(2) Do you report *client* assets in Item 4.E. of Part 2A that are computed using a different method than the method used to compute your regulatory assets under management?	○	◉

K. Separately Managed Account *Clients*

	Yes	No
(1) Do you have regulatory assets under management attributable to *clients* other than those listed in Item 5.D.(3)(d)-(f) (separately managed account *clients*)? *If yes, complete Section 5.K.(1) of Schedule D.*	◉	○
(2) Do you engage in borrowing transactions on behalf of any of the separately managed account *clients* that you advise? *If yes, complete Section 5.K.(2) of Schedule D.*	○	◉
(3) Do you engage in derivative transactions on behalf of any of the separately managed account *clients* that you advise? *If yes, complete Section 5.K.(2) of Schedule D.*	○	◉
(4) After subtracting the amounts in Item 5.D.(3)(d)-(f) above from your total regulatory assets under management, does any custodian hold ten percent or more of this remaining amount of regulatory assets under management? *If yes, complete Section 5.K.(3) of Schedule D for each custodian.*	◉	○

L. Marketing Activities

	Yes	No
(1) Do any of your *advertisements* include:		
(a) Performance results?	○	◉
(b) A reference to specific investment advice provided by you (as that phrase is used in rule 206(4)-1(a)(5))?	○	◉
(c) *Testimonials* (other than those that satisfy rule 206(4)-1(b)(4)(ii))?	○	◉
(d) *Endorsements* (other than those that satisfy rule 206(4)-1(b)(4)(ii))?	○	◉
(e) *Third-party ratings*?	○	◉
(2) If you answer "yes" to L(1)(c), (d), or (e) above, do you pay or otherwise provide cash or non-cash compensation, directly or indirectly, in connection with the use of *testimonials*, *endorsements*, or *third-party ratings*?	○	◉
(3) Do any of your *advertisements* include *hypothetical performance* ?	○	◉
(4) Do any of your *advertisements* include *predecessor performance* ?	○	◉

SECTION 5.G.(3) Advisers to Registered Investment Companies and Business Development Companies

No Information Filed

SECTION 5.I.(2) *Wrap Fee Programs*

No Information Filed

SECTION 5.K.(1) Separately Managed Accounts

After subtracting the amounts reported in Item 5.D.(3)(d)-(f) from your total regulatory assets under management, indicate the approximate percentage of this remaining amount attributable to each of the following categories of assets. If the remaining amount is at least $10 billion in regulatory assets under management, complete Question (a). If the remaining amount is less than $10 billion in regulatory assets under management, complete Question (b).

Any regulatory assets under management reported in Item 5.D.(3)(d), (e), and (f) should not be reported below.

If you are a subadviser to a separately managed account, you should only provide information with respect to the portion of the account that you

subadvise.

End of year refers to the date used to calculate your regulatory assets under management for purposes of your *annual updating amendment* . Mid-year is the date six months before the end of year date. Each column should add up to 100% and numbers should be rounded to the nearest percent.

Investments in derivatives, registered investment companies, business development companies, and pooled investment vehicles should be reported in those categories. Do not report those investments based on related or underlying portfolio assets. Cash equivalents include bank deposits, certificates of deposit, bankers' acceptances and similar bank instruments.

Some assets could be classified into more than one category or require discretion about which category applies. You may use your own internal methodologies and the conventions of your service providers in determining how to categorize assets, so long as the methodologies or conventions are consistently applied and consistent with information you report internally and to current and prospective clients. However, you should not double count assets, and your responses must be consistent with any instructions or other guidance relating to this Section.

(a)

Asset Type	Mid-year	End of year
(i) Exchange-Traded Equity Securities	0 %	0 %
(ii) Non Exchange-Traded Equity Securities	0 %	0 %
(iii) U.S. Government/Agency Bonds	0 %	0 %
(iv) U.S. State and Local Bonds	0 %	0 %
(v) *Sovereign Bonds*	0 %	0 %
(vi) Investment Grade Corporate Bonds	0 %	0 %
(vii) Non-Investment Grade Corporate Bonds	0 %	0 %
(viii) Derivatives	0 %	0 %
(ix) Securities Issued by Registered Investment Companies or Business Development Companies	84 %	85 %
(x) Securities Issued by Pooled Investment Vehicles (other than Registered Investment Companies or Business Development Companies)	0 %	0 %
(xi) Cash and Cash Equivalents	1 %	1 %
(xii) Other	15 %	14 %

Generally describe any assets included in "Other"
STABLE VALUES, CITS, SEPARATE ACCOUNTS

(b)

Asset Type	End of year
(i) Exchange-Traded Equity Securities	%
(ii) Non Exchange-Traded Equity Securities	%
(iii) U.S. Government/Agency Bonds	%
(iv) U.S. State and Local Bonds	%
(v) *Sovereign Bonds*	%
(vi) Investment Grade Corporate Bonds	%
(vii) Non-Investment Grade Corporate Bonds	%
(viii) Derivatives	%
(ix) Securities Issued by Registered Investment Companies or Business Development Companies	%
(x) Securities Issued by Pooled Investment Vehicles (other than Registered Investment Companies or Business Development Companies)	%
(xi) Cash and Cash Equivalents	%
(xii) Other	%

Generally describe any assets included in "Other"

SECTION 5.K.(2) Separately Managed Accounts - Use of *Borrowings* and Derivatives

☑ **No information is required to be reported in this Section 5.K.(2) per the instructions of this Section 5.K.(2)**

If your regulatory assets under management attributable to separately managed accounts are at least $10 billion, you should complete Question (a). If your regulatory assets under management attributable to separately managed accounts are at least $500 million but less than $10 billion, you should complete Question (b).

(a) In the table below, provide the following information regarding the separately managed accounts you advise. If you are a subadviser to a separately managed account, you should only provide information with respect to the portion of the account that you subadvise. End of year refers to the date used to calculate your regulatory assets under management for purposes of your *annual updating amendment*. Mid-year is the date six months before the end of year date.

In column 1, indicate the regulatory assets under management attributable to separately managed accounts associated with each level of gross notional exposure. For purposes of this table, the gross notional exposure of an account is the percentage obtained by dividing (i) the sum of (a) the dollar amount of any *borrowings* and (b) the *gross notional value* of all derivatives, by (ii) the regulatory assets under management of the account.

In column 2, provide the dollar amount of *borrowings* for the accounts included in column 1.

In column 3, provide aggregate *gross notional value* of derivatives divided by the aggregate regulatory assets under management of the accounts included in column 1 with respect to each category of derivatives specified in 3(a) through (f).

You may, but are not required to, complete the table with respect to any separately managed account with regulatory assets under management of less than $10,000,000.

Any regulatory assets under management reported in Item 5.D.(3)(d), (e), and (f) should not be reported below.

(i) Mid-Year

Gross Notional Exposure	**(1) Regulatory Assets Under Management**	**(2) *Borrowings***	**(3) Derivative Exposures**					
			(a) *Interest Rate Derivative*	**(b) *Foreign Exchange Derivative***	**(c) *Credit Derivative***	**(d) *Equity Derivative***	**(e) *Commodity Derivative***	**(f) *Other Derivative***
Less than 10%	$	$	%	%	%	%	%	%
10-149%	$	$	%	%	%	%	%	%
150% or more	$	$	%	%	%	%	%	%

Optional: Use the space below to provide a narrative description of the strategies and/or manner in which *borrowings* and derivatives are used in the management of the separately managed accounts that you advise.

(ii) End of Year

Gross Notional Exposure	**(1) Regulatory Assets Under Management**	**(2) *Borrowings***	**(3) Derivative Exposures**					
			(a) *Interest Rate Derivative*	**(b) *Foreign Exchange Derivative***	**(c) *Credit Derivative***	**(d) *Equity Derivative***	**(e) *Commodity Derivative***	**(f) *Other Derivative***
Less than 10%	$	$	%	%	%	%	%	%
10-149%	$	$	%	%	%	%	%	%
150% or more	$	$	%	%	%	%	%	%

Optional: Use the space below to provide a narrative description of the strategies and/or manner in which *borrowings* and derivatives are used in the management of the separately managed accounts that you advise.

(b) In the table below, provide the following information regarding the separately managed accounts you advise as of the date used to calculate your regulatory assets under management for purposes of your *annual updating amendment*. If you are a subadviser to a separately managed account, you should only provide information with respect to the portion of the account that you subadvise.

In column 1, indicate the regulatory assets under management attributable to separately managed accounts associated with each level of gross notional exposure. For purposes of this table, the gross notional exposure of an account is the percentage obtained by dividing (i) the sum of (a) the dollar amount of any *borrowings* and (b) the *gross notional value* of all derivatives, by (ii) the regulatory assets under management of the account.

In column 2, provide the dollar amount of *borrowings* for the accounts included in column 1.

You may, but are not required to, complete the table with respect to any separately managed accounts with regulatory assets under management of less than $10,000,000.

Any regulatory assets under management reported in Item 5.D.(3)(d), (e), and (f) should not be reported below.

Gross Notional Exposure	**(1) Regulatory Assets Under Management**	**(2) *Borrowings***
Less than 10%	$	$
10-149%	$	$
150% or more	$	$

Optional: Use the space below to provide a narrative description of the strategies and/or manner in which *borrowings* and derivatives are used in the management of the separately managed accounts that you advise.

SECTION 5.K.(3) Custodians for Separately Managed Accounts

Complete a separate Schedule D Section 5.K.(3) for each custodian that holds ten percent or more of your aggregate separately managed account regulatory assets under management.

(a) Legal name of custodian:

CHARLES SCHWAB BANK

(b) Primary business name of custodian:

CHARLES SCHWAB BANK

(c) The location(s) of the custodian's office(s) responsible for *custody* of the assets :

City:	State:	Country:
SAN FRANCISCO	California	United States

	Yes	No
(d) Is the custodian a *related person* of your firm?	○	◉

(e) If the custodian is a broker-dealer, provide its SEC registration number (if any)

-

(f) If the custodian is not a broker-dealer, or is a broker-dealer but does not have an SEC registration number, provide its *legal entity identifier* (if any)

42-1558009

(g) What amount of your regulatory assets under management attributable to separately managed accounts is held at the custodian?

$ 10,665,763,823

(a) Legal name of custodian:

FIDELITY BROKERAGE SERVICES LLC

(b) Primary business name of custodian:

FIDELITY BROKERAGE SERVICES LLC

(c) The location(s) of the custodian's office(s) responsible for *custody* of the assets :

City:	State:	Country:
SMITHFIELD	Rhode Island	United States

	Yes	No
(d) Is the custodian a *related person* of your firm?	○	◉

(e) If the custodian is a broker-dealer, provide its SEC registration number (if any)

8 - 23292

(f) If the custodian is not a broker-dealer, or is a broker-dealer but does not have an SEC registration number, provide its *legal entity identifier* (if any)

(g) What amount of your regulatory assets under management attributable to separately managed accounts is held at the custodian?

$ 10,337,249,926

(a) Legal name of custodian:

EMPOWER RETIREMENT, LLC

(b) Primary business name of custodian:

EMPOWER RETIREMENT, LLC

(c) The location(s) of the custodian's office(s) responsible for *custody* of the assets :

City:	State:	Country:
GREENWOOD VILLAGE	Colorado	United States

	Yes	No
(d) Is the custodian a *related person* of your firm?	○	◉

(e) If the custodian is a broker-dealer, provide its SEC registration number (if any)

-

(f) If the custodian is not a broker-dealer, or is a broker-dealer but does not have an SEC registration number, provide its *legal entity identifier* (if any)

(g) What amount of your regulatory assets under management attributable to separately managed accounts is held at the custodian?

$ 5,040,648,071

Item 6 Other Business Activities

In this Item, we request information about your firm's other business activities.

A. You are actively engaged in business as a (check all that apply):

- ☐ (1) broker-dealer (registered or unregistered)
- ☐ (2) registered representative of a broker-dealer
- ☐ (3) commodity pool operator or commodity trading advisor (whether registered or exempt from registration)
- ☐ (4) futures commission merchant
- ☐ (5) real estate broker, dealer, or agent
- ☐ (6) insurance broker or agent
- ☐ (7) bank (including a separately identifiable department or division of a bank)
- ☐ (8) trust company
- ☐ (9) registered municipal advisor
- ☐ (10) registered security-based swap dealer
- ☐ (11) major security-based swap participant
- ☐ (12) accountant or accounting firm
- ☐ (13) lawyer or law firm
- ☐ (14) other financial product salesperson (specify):

If you engage in other business using a name that is different from the names reported in Items 1.A. or 1.B.(1), complete Section 6.A. of Schedule D.

		Yes	No
B. (1)	Are you actively engaged in any other business not listed in Item 6.A. (other than giving investment advice)?	○	◉
(2)	If yes, is this other business your primary business?	○	○

If "yes," describe this other business on Section 6.B.(2) of Schedule D, and if you engage in this business under a different name, provide that name.

		Yes	No
(3)	Do you sell products or provide services other than investment advice to your advisory *clients*?	◉	○

If "yes," describe this other business on Section 6.B.(3) of Schedule D, and if you engage in this business under a different name, provide that name.

SECTION 6.A. Names of Your Other Businesses

No Information Filed

SECTION 6.B.(2) Description of Primary Business

Describe your primary business (not your investment advisory business):

If you engage in that business under a different name, provide that name:

SECTION 6.B.(3) Description of Other Products and Services

Describe other products or services you sell to your *client*. You may omit products and services that you listed in Section 6.B.(2) above.
CERTAIN SUPERVISED PERSONS ARE REGISTERED REPRESENTATIVES OF AN AFFILIATED BROKER DEALER, USI SECURITIES, INC. AND/OR AN INSURANCE AGENT OF USI CONSULTING GROUP THE GENERAL INSURANCE AGENCY.

If you engage in that business under a different name, provide that name:

Item 7 Financial Industry Affiliations

In this Item, we request information about your financial industry affiliations and activities. This information identifies areas in which conflicts of interest may occur between you and your *clients*.

A. This part of Item 7 requires you to provide information about you and your *related persons*, including foreign affiliates. Your *related persons* are all of your *advisory affiliates* and any *person* that is under common *control* with you.

You have a *related person* that is a (check all that apply):

- ☑ (1) broker-dealer, municipal securities dealer, or government securities broker or dealer (registered or unregistered)
- ☑ (2) other investment adviser (including financial planners)
- ☐ (3) registered municipal advisor
- ☐ (4) registered security-based swap dealer
- ☐ (5) major security-based swap participant
- ☐ (6) commodity pool operator or commodity trading advisor (whether registered or exempt from registration)
- ☐ (7) futures commission merchant
- ☐ (8) banking or thrift institution
- ☐ (9) trust company
- ☐ (10) accountant or accounting firm

- ☐ (11) lawyer or law firm
- ☑ (12) insurance company or agency
- ☑ (13) pension consultant
- ☐ (14) real estate broker or dealer
- ☐ (15) sponsor or syndicator of limited partnerships (or equivalent), excluding pooled investment vehicles
- ☐ (16) sponsor, general partner, managing member (or equivalent) of pooled investment vehicles

Note that Item 7.A. should not be used to disclose that some of your employees perform investment advisory functions or are registered representatives of a broker-dealer. The number of your firm's employees who perform investment advisory functions should be disclosed under Item 5.B.(1). The number of your firm's employees who are registered representatives of a broker-dealer should be disclosed under Item 5.B.(2).

Note that if you are filing an umbrella registration, you should not check Item 7.A.(2) with respect to your relying advisers, and you do not have to complete Section 7.A. in Schedule D for your relying advisers. You should complete a Schedule R for each relying adviser.

For each related person, including foreign affiliates that may not be registered or required to be registered in the United States, complete Section 7.A. of Schedule D.

You do not need to complete Section 7.A. of Schedule D for any related person if: (1) you have no business dealings with the related person in connection with advisory services you provide to your clients; (2) you do not conduct shared operations with the related person; (3) you do not refer clients or business to the related person, and the related person does not refer prospective clients or business to you; (4) you do not share supervised persons or premises with the related person; and (5) you have no reason to believe that your relationship with the related person otherwise creates a conflict of interest with your clients.

You must complete Section 7.A. of Schedule D for each related person acting as qualified custodian in connection with advisory services you provide to your clients (other than any mutual fund transfer agent pursuant to rule 206(4)-2(b)(1)), regardless of whether you have determined the related person to be operationally independent under rule 206(4)-2 of the Advisers Act.

SECTION 7.A. Financial Industry Affiliations

Complete a separate Schedule D Section 7.A. for each *related person* listed in Item 7.A.

1. Legal Name of *Related Person*:
   USI SECURITIES, INC.

2. Primary Business Name of *Related Person*:
   USI SECURITIES, INC.

3. *Related Person's* SEC File Number (if any) (e.g., 801-, 8-, 866-, 802-)
   801 - 56578
   or
   Other

4. *Related Person's*
   (a) *CRD* Number (if any):
   43793
   (b) CIK Number(s) (if any):
   No Information Filed

5. *Related Person* is: (check all that apply)
   - (a) ☑ broker-dealer, municipal securities dealer, or government securities broker or dealer
   - (b) ☑ other investment adviser (including financial planners)
   - (c) ☐ registered municipal advisor
   - (d) ☐ registered security-based swap dealer
   - (e) ☐ major security-based swap participant
   - (f) ☐ commodity pool operator or commodity trading advisor (whether registered or exempt from registration)
   - (g) ☐ futures commission merchant
   - (h) ☐ banking or thrift institution
   - (i) ☐ trust company
   - (j) ☐ accountant or accounting firm
   - (k) ☐ lawyer or law firm
   - (l) ☑ insurance company or agency
   - (m) ☐ pension consultant
   - (n) ☐ real estate broker or dealer
   - (o) ☐ sponsor or syndicator of limited partnerships (or equivalent), excluding pooled investment vehicles
   - (p) ☐ sponsor, general partner, managing member (or equivalent) of pooled investment vehicles

	Yes	No
6. Do you *control* or are you *controlled* by the *related person*?	○	◉
7. Are you and the *related person* under common *control*?	◉	○

			Yes	No
8.	(a)	Does the *related person* act as a qualified custodian for your *clients* in connection with advisory services you provide to *clients*?	○	◉
	(b)	If you are registering or registered with the SEC and you have answered "yes," to question 8.(a) above, have you overcome the presumption that you are not operationally independent (pursuant to rule 206(4)-2(d)(5)) from the *related person* and thus are not required to obtain a surprise examination for your *clients'* funds or securities that are maintained at the *related person*?	○	○

(c) If you have answered "yes" to question 8.(a) above, provide the location of the *related person's* office responsible for *custody* of your *clients'* assets:

Number and Street 1: Number and Street 2:

City: State: Country: ZIP+4/Postal Code:

If this address is a private residence, check this box: ☐

			Yes	No
9.	(a)	If the *related person* is an investment adviser, is it exempt from registration?	○	◉
	(b)	If the answer is yes, under what exemption?		
10.	(a)	Is the *related person* registered with a *foreign financial regulatory authority* ?	○	◉

(b) If the answer is yes, list the name and country, in English of each *foreign financial regulatory authority* with which the *related person* is registered.

No Information Filed

11.	Do you and the *related person* share any *supervised persons*?	◉	○
12.	Do you and the *related person* share the same physical location?	◉	○

1. Legal Name of *Related Person*:
   USI CONSULTING GROUP, INC.

2. Primary Business Name of *Related Person*:
   USI CONSULTING GROUP

3. *Related Person's* SEC File Number (if any) (e.g., 801-, 8-, 866-, 802-)
   -
   or
   Other

4. *Related Person's*
   (a) *CRD* Number (if any):

   (b) CIK Number(s) (if any):

No Information Filed

5. *Related Person* is: (check all that apply)
   - (a) ☐ broker-dealer, municipal securities dealer, or government securities broker or dealer
   - (b) ☐ other investment adviser (including financial planners)
   - (c) ☐ registered municipal advisor
   - (d) ☐ registered security-based swap dealer
   - (e) ☐ major security-based swap participant
   - (f) ☐ commodity pool operator or commodity trading advisor (whether registered or exempt from registration)
   - (g) ☐ futures commission merchant
   - (h) ☐ banking or thrift institution
   - (i) ☐ trust company
   - (j) ☐ accountant or accounting firm
   - (k) ☐ lawyer or law firm
   - (l) ☑ insurance company or agency
   - (m) ☑ pension consultant
   - (n) ☐ real estate broker or dealer
   - (o) ☐ sponsor or syndicator of limited partnerships (or equivalent), excluding pooled investment vehicles
   - (p) ☐ sponsor, general partner, managing member (or equivalent) of pooled investment vehicles

			Yes	No
6.		Do you *control* or are you *controlled* by the *related person*?	◉	○
7.		Are you and the *related person* under common *control*?	◉	○
8.	(a)	Does the *related person* act as a qualified custodian for your *clients* in connection with advisory services you provide to *clients*?	○	◉
	(b)	If you are registering or registered with the SEC and you have answered "yes," to question 8.(a) above, have you overcome the presumption that you are not operationally independent (pursuant to rule 206(4)-2(d)(5)) from the *related person* and thus are not required to obtain a surprise examination for your *clients'* funds or securities that are maintained at the *related person*?	○	○

(c) If you have answered "yes" to question 8.(a) above, provide the location of the *related person's* office responsible for *custody* of your *clients'* assets:

Number and Street 1: Number and Street 2:

City: State: Country: ZIP+4/Postal Code:

If this address is a private residence, check this box: ☐

		Yes	No
9. (a)	If the *related person* is an investment adviser, is it exempt from registration?	○	◉
(b)	If the answer is yes, under what exemption?		
10. (a)	Is the *related person* registered with a *foreign financial regulatory authority* ?	○	◉
(b)	If the answer is yes, list the name and country, in English of each *foreign financial regulatory authority* with which the *related person* is registered.		

No Information Filed

11. Do you and the *related person* share any *supervised persons*?	◉	○
12. Do you and the *related person* share the same physical location?	◉	○

Item 7 *Private Fund* Reporting

	Yes	No
B. Are you an adviser to any *private fund*?	○	◉

If "yes," then for each private fund that you advise, you must complete a Section 7.B.(1) of Schedule D, except in certain circumstances described in the next sentence and in Instruction 6 of the Instructions to Part 1A. If you are registered or applying for registration with the SEC or reporting as an SEC exempt reporting adviser, and another SEC-registered adviser or SEC exempt reporting adviser reports this information with respect to any such private fund in Section 7.B.(1) of Schedule D of its Form ADV (e.g., if you are a subadviser), do not complete Section 7.B.(1) of Schedule D with respect to that private fund. You must, instead, complete Section 7.B.(2) of Schedule D.

In either case, if you seek to preserve the anonymity of a private fund client by maintaining its identity in your books and records in numerical or alphabetical code, or similar designation, pursuant to rule 204-2(d), you may identify the private fund in Section 7.B.(1) or 7.B.(2) of Schedule D using the same code or designation in place of the fund's name.

SECTION 7.B.(1) *Private Fund* Reporting

No Information Filed

SECTION 7.B.(2) *Private Fund* Reporting

No Information Filed

Item 8 Participation or Interest in *Client* Transactions

In this Item, we request information about your participation and interest in your *clients*' transactions. This information identifies additional areas in which conflicts of interest may occur between you and your *clients*. Newly-formed advisers should base responses to these questions on the types of participation and interest that you expect to engage in during the next year.

Like Item 7, Item 8 requires you to provide information about you and your *related persons*, including foreign affiliates.

Proprietary Interest in *Client* Transactions

A. Do you or any *related person*:	Yes	No
(1) buy securities for yourself from advisory *clients*, or sell securities you own to advisory *clients* (principal transactions)?	○	◉
(2) buy or sell for yourself securities (other than shares of mutual funds) that you also recommend to advisory *clients*?	○	◉
(3) recommend securities (or other investment products) to advisory *clients* in which you or any *related person* has some other proprietary (ownership) interest (other than those mentioned in Items 8.A.(1) or (2))?	○	◉

Sales Interest in *Client* Transactions

B. Do you or any *related person*:	Yes	No
(1) as a broker-dealer or registered representative of a broker-dealer, execute securities trades for brokerage customers in which advisory *client* securities are sold to or bought from the brokerage customer (agency cross transactions)?	○	◉
(2) recommend to advisory *clients*, or act as a purchaser representative for advisory *clients* with respect to, the purchase of securities for which you or any *related person* serves as underwriter or general or managing partner?	○	◉
(3) recommend purchase or sale of securities to advisory *clients* for which you or any *related person* has any other sales interest (other than the receipt of sales commissions as a broker or registered representative of a broker-dealer)?	○	◉

Investment or Brokerage Discretion

C. Do you or any *related person* have *discretionary authority* to determine the:	Yes	No

(1) securities to be bought or sold for a *client's* account? ◉ ○

(2) amount of securities to be bought or sold for a *client's* account? ◉ ○

(3) broker or dealer to be used for a purchase or sale of securities for a *client's* account? ○ ◉

(4) commission rates to be paid to a broker or dealer for a *client's* securities transactions? ○ ◉

D. If you answer "yes" to C.(3) above, are any of the brokers or dealers *related persons*? ○ ○

E. Do you or any *related person* recommend brokers or dealers to *clients*? ◉ ○

F. If you answer "yes" to E. above, are any of the brokers or dealers *related persons*? ◉ ○

G. (1) Do you or any *related person* receive research or other products or services other than execution from a broker-dealer or a third party ("soft dollar benefits") in connection with *client* securities transactions? ○ ◉

(2) If "yes" to G.(1) above, are all the "soft dollar benefits" you or any *related persons* receive eligible "research or brokerage services" under section 28(e) of the Securities Exchange Act of 1934? ○ ○

H. (1) Do you or any *related person*, directly or indirectly, compensate any *person* that is not an *employee* for *client* referrals? ◉ ○

(2) Do you or any *related person*, directly or indirectly, provide any *employee* compensation that is specifically related to obtaining *clients* for the firm (cash or non-cash compensation in addition to the *employee's* regular salary)? ◉ ○

I. Do you or any *related person*, including any *employee*, directly or indirectly, receive compensation from any *person* (other than you or any *related person*) for *client* referrals? ◉ ○

In your response to Item 8.I., do not include the regular salary you pay to an employee.

In responding to Items 8.H. and 8.I., consider all cash and non-cash compensation that you or a related person gave to (in answering Item 8.H.) or received from (in answering Item 8.I.) any person in exchange for client referrals, including any bonus that is based, at least in part, on the number or amount of client referrals.

Item 9 Custody

In this Item, we ask you whether you or a *related person* has *custody* of *client* (other than *clients* that are investment companies registered under the Investment Company Act of 1940) assets and about your custodial practices.

A. (1) Do you have *custody* of any advisory *clients'*:	**Yes**	**No**
(a) cash or bank accounts?	○	◉
(b) securities?	○	◉

If you are registering or registered with the SEC, answer "No" to Item 9.A.(1)(a) and (b) if you have custody solely because (i) you deduct your advisory fees directly from your clients' accounts, or (ii) a related person has custody of client assets in connection with advisory services you provide to clients, but you have overcome the presumption that you are not operationally independent (pursuant to Advisers Act rule 206(4)-2(d)(5)) from the related person.

(2) If you checked "yes" to Item 9.A.(1)(a) or (b), what is the approximate amount of *client* funds and securities and total number of *clients* for which you have *custody*:

U.S. Dollar Amount	Total Number of *Clients*
(a) $	(b)

If you are registering or registered with the SEC and you have custody solely because you deduct your advisory fees directly from your clients' accounts, do not include the amount of those assets and the number of those clients in your response to Item 9.A.(2). If your related person has custody of client assets in connection with advisory services you provide to clients, do not include the amount of those assets and number of those clients in your response to 9.A.(2). Instead, include that information in your response to Item 9.B.(2).

B. (1) In connection with advisory services you provide to *clients*, do any of your *related persons* have *custody* of any of your advisory *clients'*:	**Yes**	**No**
(a) cash or bank accounts?	○	◉
(b) securities?	○	◉

You are required to answer this item regardless of how you answered Item 9.A.(1)(a) or (b).

(2) If you checked "yes" to Item 9.B.(1)(a) or (b), what is the approximate amount of *client* funds and securities and total number of *clients* for which your *related persons* have *custody*:

U.S. Dollar Amount	Total Number of *Clients*
(a) $	(b)

C. If you or your *related persons* have *custody* of *client* funds or securities in connection with advisory services you provide to *clients*, check all the following that apply:

(1) A qualified custodian(s) sends account statements at least quarterly to the investors in the pooled investment vehicle(s) you manage. ☐

(2) An *independent public accountant* audits annually the pooled investment vehicle(s) that you manage and the audited financial statements are distributed to the investors in the pools. ☐

(3) An *independent public accountant* conducts an annual surprise examination of *client* funds and securities. ☐

(4) An *independent public accountant* prepares an internal control report with respect to custodial services when you or your *related persons* are qualified custodians for *client* funds and securities. ☐

If you checked Item 9.C.(2), C.(3) or C.(4), list in Section 9.C. of Schedule D the accountants that are engaged to perform the audit or examination or prepare an internal control report. (If you checked Item 9.C.(2), you do not have to list auditor information in Section 9.C. of Schedule D if you already provided this information with respect to the private funds you advise in Section 7.B.(1) of Schedule D).

		Yes	No
D.	Do you or your *related person(s)* act as qualified custodians for your *clients* in connection with advisory services you provide to *clients*?		
	(1) you act as a qualified custodian	○	◉
	(2) your *related person(s)* act as qualified custodian(s)	○	◉

If you checked "yes" to Item 9.D.(2), all related persons that act as qualified custodians (other than any mutual fund transfer agent pursuant to rule 206(4)-2(b)(1)) must be identified in Section 7.A. of Schedule D, regardless of whether you have determined the related person to be operationally independent under rule 206(4)-2 of the Advisers Act.

E. If you are filing your *annual updating amendment* and you were subject to a surprise examination by an *independent public accountant* during your last fiscal year, provide the date (MM/YYYY) the examination commenced:

F. If you or your *related persons* have *custody* of *client* funds or securities, how many *persons*, including, but not limited to, you and your *related persons,* act as qualified custodians for your *clients* in connection with advisory services you provide to *clients?*

SECTION 9.C. *Independent Public Accountant*

No Information Filed

Item 10 Control Persons

In this Item, we ask you to identify every *person* that, directly or indirectly, *controls* you. If you are filing an *umbrella registration*, the information in Item 10 should be provided for the *filing adviser* only.

If you are submitting an initial application or report, you must complete Schedule A and Schedule B. Schedule A asks for information about your direct owners and executive officers. Schedule B asks for information about your indirect owners. If this is an amendment and you are updating information you reported on either Schedule A or Schedule B (or both) that you filed with your initial application or report, you must complete Schedule C.

		Yes	No
A.	Does any *person* not named in Item 1.A. or Schedules A, B, or C, directly or indirectly, *control* your management or policies?	○	◉

If yes, complete Section 10.A. of Schedule D.

B. If any *person* named in Schedules A, B, or C or in Section 10.A. of Schedule D is a public reporting company under Sections 12 or 15(d) of the Securities Exchange Act of 1934, please complete Section 10.B. of Schedule D.

SECTION 10.A. *Control Persons*

No Information Filed

SECTION 10.B. *Control Person* Public Reporting Companies

No Information Filed

Item 11 Disclosure Information

In this Item, we ask for information about your disciplinary history and the disciplinary history of all your *advisory affiliates*. We use this information to determine whether to grant your application for registration, to decide whether to revoke your registration or to place limitations on your activities as an investment adviser, and to identify potential problem areas to focus on during our on-site examinations. One event may result in "yes" answers to more than one of the questions below. In accordance with General Instruction 5 to Form ADV, "you" and "your" include the *filing adviser* and all *relying advisers* under an *umbrella registration*.

Your *advisory affiliates* are: (1) all of your current *employees* (other than *employees* performing only clerical, administrative, support or similar functions); (2) all

of your officers, partners, or directors (or any *person* performing similar functions); and (3) all *persons* directly or indirectly *controlling* you or *controlled* by you. If you are a "separately identifiable department or division" (SID) of a bank, see the Glossary of Terms to determine who your *advisory affiliates* are.

If you are registered or registering with the SEC or if you are an exempt reporting adviser, you may limit your disclosure of any event listed in Item 11 to ten years following the date of the event. If you are registered or registering with a state, you must respond to the questions as posed; you may, therefore, limit your disclosure to ten years following the date of an event only in responding to Items 11.A.(1), 11.A.(2), 11.B.(1), 11.B.(2), 11.D.(4), and 11.H.(1)(a). For purposes of calculating this ten-year period, the date of an event is the date the final order, judgment, or decree was entered, or the date any rights of appeal from preliminary orders, judgments, or decrees lapsed.

You must complete the appropriate Disclosure Reporting Page ("DRP") for "yes" answers to the questions in this Item 11.

	Yes	No
Do any of the events below involve you or any of your *supervised persons*?	○	◉

For "yes" answers to the following questions, complete a Criminal Action DRP:

A. In the past ten years, have you or any *advisory affiliate*:	Yes	No
(1) been convicted of or pled guilty or nolo contendere ("no contest") in a domestic, foreign, or military court to any *felony*?	○	◉
(2) been *charged* with any *felony*?	○	◉

If you are registered or registering with the SEC, or if you are reporting as an exempt reporting adviser, you may limit your response to Item 11.A.(2) to charges that are currently pending.

B. In the past ten years, have you or any *advisory affiliate*:		
(1) been convicted of or pled guilty or nolo contendere ("no contest") in a domestic, foreign, or military court to a *misdemeanor* involving: investments or an *investment-related* business, or any fraud, false statements, or omissions, wrongful taking of property, bribery, perjury, forgery, counterfeiting, extortion, or a conspiracy to commit any of these offenses?	○	◉
(2) been *charged* with a *misdemeanor* listed in Item 11.B.(1)?	○	◉

If you are registered or registering with the SEC, or if you are reporting as an exempt reporting adviser, you may limit your response to Item 11.B.(2) to charges that are currently pending.

For "yes" answers to the following questions, complete a Regulatory Action DRP:

C. Has the SEC or the Commodity Futures Trading Commission (CFTC) ever:	Yes	No
(1) *found* you or any *advisory affiliate* to have made a false statement or omission?	○	◉
(2) *found* you or any *advisory affiliate* to have been *involved* in a violation of SEC or CFTC regulations or statutes?	○	◉
(3) *found* you or any *advisory affiliate* to have been a cause of an *investment-related* business having its authorization to do business denied, suspended, revoked, or restricted?	○	◉
(4) entered an *order* against you or any *advisory affiliate* in connection with *investment-related* activity?	○	◉
(5) imposed a civil money penalty on you or any *advisory affiliate*, or *ordered* you or any *advisory affiliate* to cease and desist from any activity?	○	◉
D. Has any other federal regulatory agency, any state regulatory agency, or any *foreign financial regulatory authority*:		
(1) ever *found* you or any *advisory affiliate* to have made a false statement or omission, or been dishonest, unfair, or unethical?	○	◉
(2) ever *found* you or any *advisory affiliate* to have been *involved* in a violation of *investment-related* regulations or statutes?	○	◉
(3) ever *found* you or any *advisory affiliate* to have been a cause of an *investment-related* business having its authorization to do business denied, suspended, revoked, or restricted?	○	◉
(4) in the past ten years, entered an *order* against you or any *advisory affiliate* in connection with an *investment-related* activity?	○	◉
(5) ever denied, suspended, or revoked your or any *advisory affiliate's* registration or license, or otherwise prevented you or any *advisory affiliate*, by *order*, from associating with an *investment-related* business or restricted your or any *advisory affiliate's* activity?	○	◉
E. Has any *self-regulatory organization* or commodities exchange ever:		
(1) *found* you or any *advisory affiliate* to have made a false statement or omission?	○	◉
(2) *found* you or any *advisory affiliate* to have been *involved* in a violation of its rules (other than a violation designated as a "*minor rule violation*" under a plan approved by the SEC)?	○	◉
(3) *found* you or any *advisory affiliate* to have been the cause of an *investment-related* business having its authorization to do business denied, suspended, revoked, or restricted?	○	◉
(4) disciplined you or any *advisory affiliate* by expelling or suspending you or the *advisory affiliate* from membership, barring or suspending you or the *advisory affiliate* from association with other members, or otherwise restricting your or the *advisory affiliate's* activities?	○	◉
F. Has an authorization to act as an attorney, accountant, or federal contractor granted to you or any *advisory affiliate* ever been revoked or suspended?	○	◉
G. Are you or any *advisory affiliate* now the subject of any regulatory *proceeding* that could result in a "yes" answer to any part of Item 11.C., 11.D., or 11.E.?	○	◉

For "yes" answers to the following questions, complete a Civil Judicial Action DRP:

		Yes	No
H. (1)	Has any domestic or foreign court:		
(a)	in the past ten years, *enjoined* you or any *advisory affiliate* in connection with any *investment-related* activity?	○	◉
(b)	ever *found* that you or any *advisory affiliate* were *involved* in a violation of *investment-related* statutes or regulations?	○	◉
(c)	ever dismissed, pursuant to a settlement agreement, an *investment-related* civil action brought against you or any *advisory affiliate* by a state or *foreign financial regulatory authority*?	○	◉
(2)	Are you or any *advisory affiliate* now the subject of any civil *proceeding* that could result in a "yes" answer to any part of Item 11.H.(1)?	○	◉

Item 12 Small Businesses

The SEC is required by the Regulatory Flexibility Act to consider the effect of its regulations on small entities. In order to do this, we need to determine whether you meet the definition of "small business" or "small organization" under rule 0-7.

Answer this Item 12 only if you are registered or registering with the SEC **and** you indicated in response to Item 5.F.(2)(c) that you have regulatory assets under management of less than $25 million. You are not required to answer this Item 12 if you are filing for initial registration as a state adviser, amending a current state registration, or switching from SEC to state registration.

For purposes of this Item 12 only:

- Total Assets refers to the total assets of a firm, rather than the assets managed on behalf of *clients*. In determining your or another *person's* total assets, you may use the total assets shown on a current balance sheet (but use total assets reported on a consolidated balance sheet with subsidiaries included, if that amount is larger).
- *Control* means the power to direct or cause the direction of the management or policies of a *person*, whether through ownership of securities, by contract, or otherwise. Any *person* that directly or indirectly has the right to vote 25 percent or more of the voting securities, or is entitled to 25 percent or more of the profits, of another *person* is presumed to *control* the other *person*.

		Yes	No
A.	Did you have total assets of $5 million or more on the last day of your most recent fiscal year?	○	○

If "yes," you do not need to answer Items 12.B. and 12.C.

B.	Do you:		
(1)	*control* another investment adviser that had regulatory assets under management (calculated in response to Item 5.F.(2)(c) of Form ADV) of $25 million or more on the last day of its most recent fiscal year?	○	○
(2)	*control* another *person* (other than a natural person) that had total assets of $5 million or more on the last day of its most recent fiscal year?	○	○
C.	Are you:		
(1)	*controlled* by or under common *control* with another investment adviser that had regulatory assets under management (calculated in response to Item 5.F.(2)(c) of Form ADV) of $25 million or more on the last day of its most recent fiscal year?	○	○
(2)	*controlled* by or under common *control* with another *person* (other than a natural person) that had total assets of $5 million or more on the last day of its most recent fiscal year?	○	○

Schedule A

Direct Owners and Executive Officers

1. Complete Schedule A only if you are submitting an initial application or report. Schedule A asks for information about your direct owners and executive officers. Use Schedule C to amend this information.
2. Direct Owners and Executive Officers. List below the names of:
   (a) each Chief Executive Officer, Chief Financial Officer, Chief Operations Officer, Chief Legal Officer, Chief Compliance Officer(Chief Compliance Officer is required if you are registered or applying for registration and cannot be more than one individual), director, and any other individuals with similar status or functions;
   (b) if you are organized as a corporation, each shareholder that is a direct owner of 5% or more of a class of your voting securities, unless you are a public reporting company (a company subject to Section 12 or 15(d) of the Exchange Act);
   Direct owners include any *person* that owns, beneficially owns, has the right to vote, or has the power to sell or direct the sale of, 5% or more of a class of your voting securities. For purposes of this Schedule, a *person* beneficially owns any securities: (i) owned by his/her child, stepchild, grandchild, parent, stepparent, grandparent, spouse, sibling, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, or sister-in-law, sharing the same residence; or (ii) that he/she has the right to acquire, within 60 days, through the exercise of any option, warrant, or right to purchase the security.
   (c) if you are organized as a partnership, all general partners and those limited and special partners that have the right to receive upon dissolution, or have contributed, 5% or more of your capital;
   (d) in the case of a trust that directly owns 5% or more of a class of your voting securities, or that has the right to receive upon dissolution, or has contributed, 5% or more of your capital, the trust and each trustee; and
   (e) if you are organized as a limited liability company ("LLC"), (i) those members that have the right to receive upon dissolution, or have contributed, 5% or more of your capital, and (ii) if managed by elected managers, all elected managers.
3. Do you have any indirect owners to be reported on Schedule B? ◉ Yes ○ No
4. In the DE/FE/I column below, enter "DE" if the owner is a domestic entity, "FE" if the owner is an entity incorporated or domiciled in a foreign country, or "I" if the owner or executive officer is an individual.
5. Complete the Title or Status column by entering board/management titles; status as partner, trustee, sole proprietor, elected manager, shareholder, or member; and for shareholders or members, the class of securities owned (if more than one is issued).
6. Ownership codes are: NA - less than 5% B - 10% but less than 25% D - 50% but less than 75%

A - 5% but less than 10% C - 25% but less than 50% E - 75% or more

7. (a) In the *Control Person* column, enter "Yes" if the *person* has *control* as defined in the Glossary of Terms to Form ADV, and enter "No" if the *person* does not have *control*. Note that under this definition, most executive officers and all 25% owners, general partners, elected managers, and trustees are *control persons*.
   (b) In the PR column, enter "PR" if the owner is a public reporting company under Sections 12 or 15(d) of the Exchange Act.
   (c) Complete each column.

FULL LEGAL NAME (Individuals: Last Name, First Name, Middle Name)	DE/FE/I	Title or Status	Date Title or Status Acquired MM/YYYY	Ownership Code	*Control Person*	PR	*CRD* No. If None: S.S. No. and Date of Birth, IRS Tax No. or Employer ID No.
NEWBORN, ERNEST, JOSHUA	I	DIRECTOR & SECRETARY	04/1999	NA	N	N	3154426
BRUNO, SARAH, J	I	DIRECTOR OF OPERATIONS	09/2017	NA	Y	N	5090813
WELZ, MICHAEL, NMN	I	PRESIDENT	06/2014	NA	Y	N	4308110
TREMKO, WILLIAM, MICHAEL	I	CEO	06/2014	NA	Y	N	4495149
USIC INVESTMENT GROUP INC.	DE	SHAREHOLDER	05/2017	E	Y	N	
KAPPUS, DAVID, L	I	TREASURER	04/2021	NA	N	N	6837749
ROBIDOUX, MELINDA, MCDONALD	I	CHIEF COMPLIANCE OFFICER	03/2023	NA	Y	N	2848093

Schedule B

Indirect Owners

1. Complete Schedule B only if you are submitting an initial application or report. Schedule B asks for information about your indirect owners; you must first complete Schedule A, which asks for information about your direct owners. Use Schedule C to amend this information.
2. Indirect Owners. With respect to each owner listed on Schedule A (except individual owners), list below:
   (a) in the case of an owner that is a corporation, each of its shareholders that beneficially owns, has the right to vote, or has the power to sell or direct the sale of, 25% or more of a class of a voting security of that corporation;

   For purposes of this Schedule, a *person* beneficially owns any securities: (i) owned by his/her child, stepchild, grandchild, parent, stepparent, grandparent, spouse, sibling, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, or sister-in-law, sharing the same residence; or (ii) that he/she has the right to acquire, within 60 days, through the exercise of any option, warrant, or right to purchase the security.
   (b) in the case of an owner that is a partnership, all general partners and those limited and special partners that have the right to receive upon dissolution, or have contributed, 25% or more of the partnership's capital;
   (c) in the case of an owner that is a trust, the trust and each trustee; and
   (d) in the case of an owner that is a limited liability company ("LLC"), (i) those members that have the right to receive upon dissolution, or have contributed, 25% or more of the LLC's capital, and (ii) if managed by elected managers, all elected managers.
3. Continue up the chain of ownership listing all 25% owners at each level. Once a public reporting company (a company subject to Sections 12 or 15(d) of the Exchange Act) is reached, no further ownership information need be given.
4. In the DE/FE/I column below, enter "DE" if the owner is a domestic entity, "FE" if the owner is an entity incorporated or domiciled in a foreign country, or "I" if the owner is an individual.
5. Complete the Status column by entering the owner's status as partner, trustee, elected manager, shareholder, or member; and for shareholders or members, the class of securities owned (if more than one is issued).
6. Ownership codes are: C - 25% but less than 50% E - 75% or more
   D - 50% but less than 75% F - Other (general partner, trustee, or elected manager)
7. (a) In the *Control Person* column, enter "Yes" if the *person* has *control* as defined in the Glossary of Terms to Form ADV, and enter "No" if the *person* does not have *control*. Note that under this definition, most executive officers and all 25% owners, general partners, elected managers, and trustees are *control persons*.
   (b) In the PR column, enter "PR" if the owner is a public reporting company under Sections 12 or 15(d) of the Exchange Act.
   (c) Complete each column.

FULL LEGAL NAME (Individuals: Last Name, First Name, Middle Name)	DE/FE/I	Entity in Which Interest is Owned	Status	Date Status Acquired MM/YYYY	Ownership Code	*Control Person*	PR	*CRD* No. If None: S.S. No. and Date of Birth, IRS Tax No. or Employer ID No.
USIR MANAGEMENT LLC	DE	USIC INVESTMENT GROUP INC.	CLASS A SHAREHOLDER	05/2017	F	Y	N	

Schedule D - Miscellaneous

You may use the space below to explain a response to an Item or to provide any other information.

Schedule R

No Information Filed

DRP Pages

CRIMINAL DISCLOSURE REPORTING PAGE (ADV)

No Information Filed

REGULATORY ACTION DISCLOSURE REPORTING PAGE (ADV)

No Information Filed

CIVIL JUDICIAL ACTION DISCLOSURE REPORTING PAGE (ADV)

No Information Filed

Part 2

Exemption from brochure delivery requirements for SEC-registered advisers

SEC rules exempt SEC-registered advisers from delivering a firm brochure to some kinds of clients. If these exemptions excuse you from delivering a brochure to *all* of your advisory clients, you do not have to prepare a brochure.

	Yes	No
Are you exempt from delivering a brochure to all of your clients under these rules?	○	◉

If no, complete the ADV Part 2 filing below.

Amend, retire or file new brochures:

Brochure ID	Brochure Name	Brochure Type(s)
378861	USIA ADV 2A - NOVEMBER 2024	Pension plans/profit sharing plans, Pension consulting, Foundations/charities, Government/municipal, Other institutional, Selection of Other Advisers/Solicitors

Part 3

CRS	Type(s)	Affiliate Info	Retire

There are no CRS filings to display.

Execution Pages

DOMESTIC INVESTMENT ADVISER EXECUTION PAGE

You must complete the following Execution Page to Form ADV. This execution page must be signed and attached to your initial submission of Form ADV to the SEC and all amendments.

Appointment of Agent for Service of Process

By signing this Form ADV Execution Page, you, the undersigned adviser, irrevocably appoint the Secretary of State or other legally designated officer, of the state in which you maintain your *principal office and place of business* and any other state in which you are submitting a *notice filing*, as your agents to receive service, and agree that such *persons* may accept service on your behalf, of any notice, subpoena, summons, *order* instituting *proceedings*, demand for arbitration, or other process or papers, and you further agree that such service may be made by registered or certified mail, in any federal or state action, administrative *proceeding* or arbitration brought against you in any place subject to the jurisdiction of the United States, if the action, *proceeding*, or arbitration (a) arises out of any activity in connection with your investment advisory business that is subject to the jurisdiction of the United States, and (b) is *founded*, directly or indirectly, upon the provisions of: (i) the Securities Act of 1933, the Securities Exchange Act of 1934, the Trust Indenture Act of 1939, the Investment Company Act of 1940, or the Investment Advisers Act of 1940, or any rule or regulation under any of these acts, or (ii) the laws of the state in which you maintain your *principal office and place of business* or of any state in which you are submitting a *notice filing*.

Signature

I, the undersigned, sign this Form ADV on behalf of, and with the authority of, the investment adviser. The investment adviser and I both certify, under penalty of perjury under the laws of the United States of America, that the information and statements made in this ADV, including exhibits and any other information submitted, are true and correct, and that I am signing this Form ADV Execution Page as a free and voluntary act.

I certify that the adviser's books and records will be preserved and available for inspection as required by law. Finally, I authorize any *person* having *custody* or possession of these books and records to make them available to federal and state regulatory representatives.

Signature:
JAMES CUTLER

Date: MM/DD/YYYY
11/08/2024

Printed Name:
JAMES CUTLER

Title:
SENIOR COMPLIANCE CONSULTANT

Adviser *CRD* Number:
108113

NON-RESIDENT **INVESTMENT ADVISER EXECUTION PAGE**

You must complete the following Execution Page to Form ADV. This execution page must be signed and attached to your initial submission of Form ADV to the SEC and all amendments.

1. Appointment of Agent for Service of Process

By signing this Form ADV Execution Page, you, the undersigned adviser, irrevocably appoint each of the Secretary of the SEC, and the Secretary of State or other legally designated officer, of any other state in which you are submitting a *notice filing*, as your agents to receive service, and agree that such persons may accept service on your behalf, of any notice, subpoena, summons, *order* instituting *proceedings*, demand for arbitration, or other process or papers, and you further agree that such service may be made by registered or certified mail, in any federal or state action, administrative *proceeding* or arbitration brought against you in any place subject to the jurisdiction of the United States, if the action, *proceeding* or arbitration (a) arises out of any activity in connection with your investment advisory business that is subject to the jurisdiction of the United States, and (b) is *founded*, directly or indirectly, upon the provisions of: (i) the Securities Act of 1933, the Securities Exchange Act of 1934, the Trust Indenture Act of 1939, the Investment Company Act of 1940, or the Investment Advisers Act of 1940, or any rule or regulation under any of these acts, or (ii) the laws of any state in which you are submitting a *notice filing*.

2. Appointment and Consent: Effect on Partnerships

If you are organized as a partnership, this irrevocable power of attorney and consent to service of process will continue in effect if any partner withdraws from or is admitted to the partnership, provided that the admission or withdrawal does not create a new partnership. If the partnership dissolves, this irrevocable power of attorney and consent shall be in effect for any action brought against you or any of your former partners.

3. *Non-Resident* Investment Adviser Undertaking Regarding Books and Records

By signing this Form ADV, you also agree to provide, at your own expense, to the U.S. Securities and Exchange Commission at its principal office in Washington D.C., at any Regional or District Office of the Commission, or at any one of its offices in the United States, as specified by the Commission, correct, current, and complete copies of any or all records that you are required to maintain under Rule 204-2 under the Investment Advisers Act of 1940. This undertaking shall be binding upon you, your heirs, successors and assigns, and any *person* subject to your written irrevocable consents or powers of attorney or any of your general partners and *managing agents*.

Signature

I, the undersigned, sign this Form ADV on behalf of, and with the authority of, the *non-resident* investment adviser. The investment adviser and I both certify, under penalty of perjury under the laws of the United States of America, that the information and statements made in this ADV, including exhibits and any other information submitted, are true and correct, and that I am signing this Form ADV Execution Page as a free and voluntary act.

I certify that the adviser's books and records will be preserved and available for inspection as required by law. Finally, I authorize any *person* having *custody* or possession of these books and records to make them available to federal and state regulatory representatives.

Signature:

Date: MM/DD/YYYY

Printed Name:

Title:

Adviser *CRD* Number:
108113

Item 1 – Cover Page

USI Advisors, Inc.

95 Glastonbury Blvd., Glastonbury, CT 06033

(860) 633-5283

www.USIAdvisorsInc.com

November 8, 2024

This Brochure provides information about the qualifications and business practices of USI Advisors, Inc. ("USI Advisors," "USIA," or "the Firm"). If you have any questions about the contents of this Brochure, please contact us at (860) 633-5283 and/or www.USIAdvisorsInc.com. The information in this Brochure has not been approved or verified by the United States Securities and Exchange Commission or by any state securities authority.

USI Advisors, Inc. is a registered investment adviser. Registration of an Investment Adviser does not imply any level of skill or training. The oral and written communications of an Adviser provide you with information about which you determine to hire or retain an Adviser.

Additional information about USI Advisors, Inc. also is available on the SEC's website at www.adviserinfo.sec.gov.

Item 2 – Material Changes

Pursuant to SEC Rules, we will ensure that you receive a summary of any materials changes to this and subsequent Brochures within 120 days of the close of our business' fiscal year. We may further provide other ongoing disclosure information about material changes as necessary.

Currently, our Brochure may be requested by contacting Melinda Robidoux, Chief Compliance Officer at (860) 368-2909 or melinda.robidoux@usi.com. Our Brochure is also available on our web site www.USIAdvisorsInc.com, also free of charge.

This Brochure is in a narrative format and includes new and/or updated information from USI Advisors March 28, 2024 Brochure.

USI Advisors, Inc. has not made any material changes since our last annual update of this Brochure which was dated March 28, 2024.

Additional information about USI Advisors is also available via the SEC's web site www.adviserinfo.sec.gov. The SEC's web site also provides information about any persons affiliated with USI Advisors who are registered, or are required to be registered, as investment adviser representatives of USI Advisors.

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Item 4 – Advisory Business

Our Advisory Business

USI Advisors is registered as an investment advisor with the United States Securities and Exchange Commission, and has been in business since 1994. The Firm is an employee benefits service provider, pension consultant, third-party administrator/record keeper and licensed insurance agency.

Assets considered to be under USI Advisors management are categorized as discretionary or non-discretionary. Discretionary assets are associated with a plan sponsor client for which the client has provided authorization to the Firm to select and monitor the investment lineup without pre-authorization, including each change to the lineup or subsequent transaction. Accounts established as non-discretionary require that the plan sponsor client make the final decision regarding the investment lineup, changes to the lineup and all required transactions – the Firm will assist in placing all requested securities transactions, but will not act unilaterally to make changes without the direction and consent of the non-discretionary client.

As of December 31, 2023 the client assets under management for the Firm were as follows:

- Discretionary Assets Under Management = $1,176,137,305
- Non-discretionary Assets Under Management = $40,441,924,072
- **Total Assets Under Advisement =** $41,618,061,377

USI Advisors is a wholly-owned subsidiary of USIC Investment Group, Inc. ("USIC IG"). USIC IG is controlled through ownership of all voting shares by USIR Management LLC, an entity owned and controlled by certain executive officers of USI, Inc. USI Inc. is a Delaware corporation engaged, through multiple subsidiaries, in a range of insurance brokerage, group benefits, and consulting businesses.

USIA offers the following investment advisory services to clients (Note - the term "client" typically represents an institutional investor or retirement plan):

I. INVESTMENT SUPERVISORY SERVICES

USIA provides Investment Supervisory Services to clients on either a discretionary or a non-discretionary basis. Discretionary services are associated with; 1) plan-level advice, such as a plan sponsor client which has provided authorization for the Firm to select and monitor the investment lineup without pre-authorization, including each change to the lineup or subsequent transaction, and 2) discretionary model portfolio advice, where the Firm will create and designate Model Portfolios as specific investments to be offered as investment options under the Plan. Accounts established as non-discretionary require that the plan sponsor client make the final decision regarding the investment

lineup, changes to the lineup and all required transactions - USIA will assist in placing all requested securities transactions, but will not act unilaterally to make changes without the direction and consent of the non-discretionary client. USIA's Investment Supervisory Services are provided on an on-going basis.

II. INVESTMENT ADVISORY CONSULTATION SERVICES

USIA will generally provide Investment Advisory Consultation Services to clients on a short-term or point-in-time project basis (although "Ongoing Performance Evaluation and Monitoring" may be done on a long-term basis). Any recommendation(s) made to the client, as to the advisability of purchasing/holding/selling an investment, are made on a non-discretionary basis (i.e., the client will make the final decision regarding all transactions). Additionally, the client will be responsible for implementing all transactions.

Investment Services

The Supervisory and Consultation services include some or all of the following, depending upon the needs of the client and the elections made by the client when executing an Investment Advisory Agreement:

a. Investment Policy Statement - USIA consults with the client in order to assist in the development of an Investment Policy Statement. This process involves the review of current assets, future funding levels, future cash needs, investment expectations, risk tolerance, financial goals, etc. This enables USIA to help outline the appropriate investment guidelines and assists in defining the criteria upon which USIA will base suitable account investment recommendations.

b. Asset Allocation - USIA develops an investment profile for the client and implements 3(38) discretionary or recommends a 3(21) non-discretionary asset allocation model based upon the profile. USIA periodically monitors the appropriateness of the asset allocation model relative to the client's current assets, investment expectations, risk tolerance, financial goals, and various environmental factors. For defined benefit pension plans, OPEB plans, foundations, and endowments periodic rebalancing of the client account will be performed if elected by the client.

c. Manager Search - USIA performs due diligence on multiple money managers prior to implementing/recommending a manager or managers to manage assets for the client. This process involves the use of both proprietary and third-party databases and software, supplemented by data provided by various third parties, to perform qualitative as well as quantitative analysis of the prospective money managers. On-site visits and conference calls with money managers may also be conducted.

d. Initial Investment and Management Selection - USIA typically uses mutual funds (both index and managed)/variable annuity products/managed accounts/subaccounts/GICs/collective trusts/cash equivalents to structure portfolios designed to meet client objectives and risk

profiles. USIA performs due diligence on multiple money managers prior to implementing/recommending any investment(s). This process involves the use of both proprietary and third-party databases and software, supplemented by data provided by various third parties, to perform qualitative as well as quantitative analysis of prospective money managers. On-site visits and conference calls with money managers may also be conducted.

e. Ongoing Performance Evaluation and Monitoring - USIA will periodically monitor existing portfolios and/or money managers, evaluate them relative to the client's goals and various environmental factors, and make, or recommend, changes when deemed necessary. USIA will also furnish quarterly, semi-annual, and/or annual performance reports to the client. These reports are intended to inform clients as to the performance of their investments for the selected period. This process involves the use of both proprietary and third-party databases and software in order to obtain specific plan information such as transactional history, market values, and investment/benchmarking statistics.

f. Investment Vehicles - USIA typically uses mutual funds, managed accounts, subaccounts, GICs, collective trusts, US Treasuries, and cash equivalents to structure portfolios designed to meet client objectives and risk profiles. USIA performs due diligence on multiple money managers and investment vehicles prior to implementing/recommending any investment(s). This process involves the use of both proprietary and third-party databases and software, supplemented by data provided by various third parties, to perform qualitative as well as quantitative analysis of the prospective money managers and/or investments. On-site visits with money managers may also be conducted.

g. Investment Program Review - USIA provides a written analysis of existing investments, portfolios, and/or money managers as they relate to the needs of the client. The process includes the verification and evaluation of investment objectives and client expectations. It also includes an assessment of the number of investments and the type of managers represented in each asset class, as well as identification of asset classes that are over or underrepresented within the existing program. The investment analysis addresses various issues, such as - risk vs. potential reward characteristics, style consistency, correlation of investments within the portfolio, management stability, relative performance with peers and benchmarks, and overall suitability in relation to the client's stated needs and goals. Recommendations for changes may be made when deemed necessary.

h. Defined Benefit Plan Asset Liability Analysis - USIA will utilize an asset/liability study (incorporating such factors as cash flow, cost, investment risk vs. return, asset allocation strategy, etc.) to help the client arrive at an individualized strategy for the funding of and selection of investments for their defined benefit pension plan.

i. Retirement Plan Services Analysis - USIA will conduct an analysis of a client's retirement plan to evaluate the services currently provided to the client by third parties. After identifying and confirming the project objectives and service standards, the areas of analysis may include asset management services, record keeping, administration, customer service, participant education,

etc. These services may also include a cost/benefit analysis, recommendation of alternative vendors, facilitation of the RFP process for solicitation of a new vendor, and/or assistance in fee negotiations with proposed vendors.

Use of Sub-Advisors

USIA may recommend and refer clients to an unaffiliated investment manager, Legal & General Investment management America, Inc. (herein "Sub-Advisor") at USIA's discretion or the client's request. USIA will remain the primary advisor and oversee the client's investment allocation[s] and overall investment performance. While the Sub-Advisor will assume day-to-day investment management of the assets, USIA will be responsible for establishing the client's investment objectives and recommending the Sub-Advisor's investment strategy to meet those objectives. The client will be provided with the Sub-Advisor's Form ADV 2A (or a brochure that makes the appropriate disclosures). USIA shall execute investment transactions based on the instructions received by the Sub-Advisor.

III. PLAN CONSULTING SERVICES

In certain instances, the Defined Contribution Consulting Group ("DCCG") division of USI Consulting Group, Inc. ("USI Consulting Group") will offer a suite of pension related services that include non-investment services primarily related to plan administration (i.e., Plan Consulting Services). The fees and nature of the services to be provided are negotiated on a case-by-case basis. Although the business objective of the DCCG is to provide both Investment and Plan Consulting services, it is possible that the DCCG will only be engaged to provide Plan Consulting Services. All arrangements will be documented through an Investment Advisory Agreement and non-investment-related consulting agreements, as applicable, and services may be provided on a one-time basis or ongoing.

These services include some or all of the following, depending upon the needs of the client and their elections made in writing when executing the Investment Advisory Agreement:

a. Plan Management Services – DCCG will assign a dedicated account manager who will support the client and provide information and guidance on issues related to overall plan management and administration of the plan. The account manager will review annually the priorities and goals of the plan and will serve as the liaison between the service provider and the client.

b. Regulatory and Compliance Services - DCCG will provide information and guidance related to regulatory compliance with ERISA, the Internal Revenue Code, relevant regulations, and other guidance pertaining to industry trends.

c. Fiduciary Training Consulting Services – DCCG will provide a fiduciary education training session with the Plan Fiduciaries to explain ERISA's fiduciary responsibility provisions and discuss common misconceptions, industry trends and best practices. DCCG will also provide Fiduciary Process and Governance Training, which will include conducting a discovery session consisting of interviews with relevant personnel and a document request to learn about the current procedures in order to identify gaps and recommend action steps to address those gaps. DCCG

will also work with the client to develop and implement a "fiduciary structure" with appropriate documentation and will also provide tools to help the client follow established processes and maintain consistency in carrying out fiduciary responsibilities.

d. Plan Operations and Document Review Services – DCCG will review the plan document to determine whether it is in compliance with recent regulations and will also evaluate if the fiduciaries have been operating the plan according to the provisions stipulated in the plan document.

e. Plan Design Consulting Services – DCCG will provide plan feasibility studies which will include information about the different plan design options and the calculation of projected contributions for different plan design options (i.e., employer matching or non-elective contributions.)

f. Employee Communication, Education and Advice Services - DCCG will review and assess the plan's current communication and education program and review the service provider engaged to conduct the investment education and enrollment services. DCCG can also prepare a custom education strategy as well as customized material and conduct general investment education and enrollment seminars for employees of the client. If the client elects to have DCCG provide enrollment and educational services, the content of the program will be generic in nature and will not contain participant level investment advice or recommendations to invest in a particular security. The Firm may provide, upon request, enrolled participants of certain legacy clients advice on their retirement plan assets if contractually obligated.

g. Retirement Plan Provider Search and Periodic Review - DCCG will initially undertake analysis of the current plan, develop criteria used in selecting a plan service provider, assist in the search and selection of a plan service provider and assist with the transition and conversion to the new plan service provider.

h. Fee Benchmarking Services – DCCG will provide a benchmarking of the plan's fees being paid by the plan sponsor and the participant by comparing it to other similar plans across the country and/or within DCCG's client base in order to determine whether they are fair and competitive

i. Merger & Acquisition Support – DCCG will Review the current retirement plan of a target company being considered for acquisition with respect to plan documents, non-discrimination testing, 5500 filings, employer contribution costs, plan fees and investment related expenses. DCCG will provide recommendations regarding post-closing integration including coordination regarding the transition and communications to the plan's recordkeeper. In addition, DCCG will provide assistance negotiating recordkeeping and investment fund fees in order to provide favorable plan and participant- level pricing and maintain the same or similar level of plan sponsor and participant- level services.

Pension Consultant Referral Service

When USI Advisors services are not appropriate for a client, or upon client request, USI Advisors may provide the client with a referral to another Pension Consultant, based on a client's individual circumstances and needs. USI Advisors is not compensated directly or indirectly by the referred firm for providing this service to our client.

Related Information

USIA, including its agents and employees, will provide investment advisory services on either a discretionary or a non-discretionary basis. Discretionary services are associated with; 1) plan-level advice, such as a plan sponsor client which has provided authorization for the Firm to select and monitor the investment lineup without pre-authorization, including each change to the lineup or subsequent transaction, and/or 2) discretionary model portfolio advice, where the Firm will create and designate Model Portfolios as specific investments to be offered as investment options under the Plan. Accounts established as non-discretionary require that the plan sponsor client make the final decision regarding the investments. USIA will not act to make changes or execute transactions without the written consent of the non-discretionary client. The non-discretionary client at all times shall elect unilaterally to follow or ignore completely or in part any information, recommendation, and/or counsel given by USIA.

USIA may provide both the above services mentioned to plan sponsors, financial institutions, and individuals with respect to various types of retirement plans. In this capacity, USIA acts as a pension consultant, as defined, pursuant to Rule 203A-2(b) of the Investment Advisers Act of 1940.

USIA, in its efforts to assist the client in areas applicable to the needs of the client, may suggest that a client review the services of particular trust companies (e.g., for the purpose of serving as a directed trustee and/or payment agent). USIA's suggestion to consider any party in this regard is merely to provide the client with a starting point in their selection process and does not represent any form of endorsement, recommendation, or advice. Dependent upon client retirement plan specifics, certain 3(38)/discretionary services may only be available through USIA from a limited number of trust companies. It is a fiduciary duty and responsibility of the client to properly investigate and interview qualified candidates prior to making any decision to appoint a party to serve as a directed trustee and/or paying agent for their employer sponsored retirement plan. The client expressly retains the responsibility and authority for both the selection and contracting of any party in this regard.

Item 5 – Fees and Compensation

Compensation for Our Advisory Services

Fees for 3(38) discretionary as well as 3(21) non-discretionary services are generally subject to negotiation; however, the Firm reserves the right to refuse to engage certain prospects or services based on the type, size, and/or the nature of services requested by the proposed account. Additionally, some scenarios involve the implementation of a minimum fee/charge, which will be specified in the

Investment Advisory Agreement. USI Advisors will typically either calculate and deduct management fees directly from invoiced client accounts or bill a client separately.

USI Advisors will provide an invoice at intervals specified in the Investment Advisory Agreement if compensated through a "hard-dollar" fee and/or deemed to be a fiduciary. Advisory fees are charged either in **advance** or in **arrears** of when services are actually rendered as agreed upon with the client.

- In advance: Advisory fees are billed in advance at the beginning of each calendar quarter based upon the asset value (market or fair market value in the absence of market value, plus any credit balance or minus any debit balance) of the client's account equity at the end of the previous quarter.

- In arrears: Advisory fees are billed in arrears at the end of each calendar quarter based upon the asset value (market or fair market value in the absence of market value) of the client's account at quarter-end.

Upon 30 days' written notice (or as specified in the Investment Advisory Agreement), the client has the authority to terminate the Investment Advisory Agreement. Advisor may also terminate this Agreement at any time upon 90 days' written notice to the Client.

In the event of Investment Advisory Agreement termination, regardless of whether fees are charged in advance or in arrears of when services are actually rendered, the advisory fees will be prorated for the number of days for which the accounts were provided advisory services. This finalized accounting of fees will be documented and provided to the client within sixty days of the termination of the relationship.

In the event either party commits a material breach of its obligations under this Agreement, the other party may provide the breaching party with written notice of its intention to terminate this Agreement in 60 days. The breaching party shall have 30 days from the date that it receives such notice of termination in which to cure the breach. Should the breaching party fail to cure the breach to the reasonable satisfaction of the other party, the Agreement shall terminate at the end of the original 60-day period.

Clients can elect to compensate USI Advisors via the following methods:

- Via a "hard-dollar" fee: Under this method either a flat dollar fee or a percentage of assets-based fee is negotiated for the provision of advisory services. The client can choose to pay this obligation *directly* to USI Advisors or can choose to instruct a custodian to pay USI Advisors *directly from assets held* on their behalf.

- In certain situations where USIA is deemed to be a plan fiduciary for purposes of ERISA and the client has agreed to pay fees via a "hard – dollar" arrangement, USIA, its supervised persons or affiliates can/will be permitted to assist the plan in establishing a plan expense reimbursement

account to be established through a custodian. USIA and its affiliates have distribution and services agreements with a variety of retirement plan products and service providers including Mutual Fund Complexes, Banks, Trust Companies, and Insurance Carriers. The services offered by these retirement plan products and service providers can be of a bundled or of an a la carte nature. These providers establish agreements with various distributors of underlying investment options that allow them to collect fees and remit payment of fees to authorized plan service providers.

- Generally, the plan expense reimbursements accounts are established by the custodian for benefit of the plan and are a plan asset subject to the control of appointed fiduciaries of the plan sponsor. Plan expense reimbursement accounts can be funded with all or a portion of compensation made available for distribution and/ or plan administration services from underlying investment options (dealer concessions, Finder's fees, 12b-1s, Sub TA fees, and/or administrative services), asset based charges imposed by custodian or contract issuer, plan forfeitures, treasury contributions of the plan sponsor, or plan assets. Typically, the custodian upon the receipt of a billing invoice will pay expenses for plan services to authorized plan service providers or their agents. The types of compensation available from underlying investment options are dictated by the prospectus or comparable disclosure document. Please consult this documentation for additional information.

- For Defined Benefit Plans subject to ERISA, USIA will only enter into "hard-dollar" fee arrangements. If the ERISA Defined Benefit hires USIA to provide continuous and regular supervisory or management services, USIA will generally recommend that the plan use Charles Schwab Bank ("Schwab") for custodial services and, if appropriate, Directed Trustee services. USIA and its affiliate, USI Consulting Group, have entered into a service agreement with Schwab for purposes of bundling plan services for such relationships. The client is not obligated to use Schwab for custodial or Directed Trustee Services. USIA and USI Consulting Group do not receive any additional revenue as a result of the client's decision to engage Schwab.

- Via indirect payment through the use of certain investment/insurance products: This method of payment is available to clients seeking only advisory services from USI Advisors, as well as to clients seeking a bundled package of services from a combination of USI Advisors and one or more affiliates (who provide various services, such as: brokerage services, recordkeeping, administration, actuarial services, regulatory and compliance consulting, etc.). An indirect payment is the recognition of revenue paid by third-parties to affiliates of USI Advisors as payment of USI Advisors' advisory fee. Please see Item #10 for information regarding the types of compensation that apply to these scenarios, as well as for information regarding the potential for conflicts of interest.

    - Where USI Advisors is NOT providing services as an ERISA Fiduciary: The client has the option to choose from a select universe of investments that will pay commissions (e.g., dealer concessions, finder's fees, 12(b)-1 fees, etc.) to an affiliated broker-dealer (i.e., USI Securities, Inc.). The commissions earned by the broker-dealer will be the same as

those paid to any other broker-dealer under the terms of a particular investment's prospectus. These commissions or a portion thereof, and in some cases, will be recognized and applied toward payment of USI Advisors' advisory fee. In situations where the commissions received are insufficient to pay the full advisory fee, the Client will be invoiced for the shortfall. This payment option can be utilized by a client to leverage the affiliated relationship of USI Securities, Inc. and USI Advisors in order to have a portion, or all, of its advisory services paid for with commissions.

- Investment Advisory Services for Direct Solutions Product: Direct Solutions is a bundled service offering which involves USIA and certain affiliates and non-affiliated third parties in the delivery of an ERISA retirement plan program. In addition to the advisory fees charged by USIA, certain products have additional fees that are received by USIA (and other service providers) in the Direct Solutions Product. Examples of these fees are 12b-1 fees, broker dealer concessions, sub-transfer agency fees, and infrastructure fees. USIA will offset and credit its receipt of these fees against the advisory fees it charges. Any excess, net of recordkeeping and other plan fees agreed upon, will be returned to the Plan as part of an annual reconciliation process conducted by USI Consulting Group along with a written annual reconciliation statement. Please refer to the USI Advisors, Inc Direct Solutions ERISA 3(21) Investment Advisory Agreement for more disclosure information about fees, compensation, and costs under the Direct Solutions Product.

  For certain legacy clients, no revenue will be earned by the Advisor if contractually agreed upon in the existing advisory agreement. Service costs for these legacy client accounts are covered in the USI Consulting Group Direct Solutions Service Agreement; please refer to the agreement for further details.

- Where USI Advisors accepts a role as an ERISA Fiduciary: In some cases, USIA will agree in writing, to serve as a "fiduciary" as defined under ERISA (i.e., the Employee Retirement Income Security Act of 1974) solely with respect to the investment services provided to a plan which is subject to ERISA. In such cases, the client's advisory fee provided under the Investment Advisory Agreement will be specified in dollars or as a percentage of plan assets at the start of the client engagement. Any indirect compensation received by affiliates of USI Advisors (e.g., USIS or USICG) will be used to offset the specified advisory fee on a dollar-for-dollar basis. In the event the indirect compensation actually received exceeds the specified advisory fee, the overage will be returned to the plan or, at the direction of the client, used to pay for additional services which are determined by the client to be reasonable and necessary expenses of administering the plan. USI Advisors will not retain such overage for periods equal to or exceeding six months and in amounts exceeding $1,200. This indirect compensation can take several forms, depending upon the services used by the client (e.g., brokerage commissions; sub-transfer agent fees received by a recordkeeper; administrative service fees received by USICG to pay for services provided to the plan, commissions received by an insurance agency for annuity placement services, etc.). To the extent that the

allocated indirect compensation is less than the advisory fee, the client will be invoiced on a quarterly basis for the shortfall. USI Advisors provides a periodic invoice which includes a reconciliation to itemize the indirect compensation received.

As noted in Item 4, USIA may recommend and refer clients to a Sub-Advisor. For the portion of a client's account that is managed by the Sub-Advisor, USIA shall be invoiced by the Sub-Advisor a quarterly fee for its services, which will be paid by USIA directly. The Fee shall be a blended rate determined by applying the following tiered fee rates to the aggregate account value attributable to all Clients managed by the Sub-Advisor:

- 25 bps per annum of the first $100 million of the Aggregate Market Value;
- 20 bps per annum of the next $150 million of the Aggregate Market Value
- 18 bps per annum of the next $250 million of the Aggregate Market Value; and
- 15 bps per annum of all amounts in excess of $500 million of the Aggregate Market Value; and

and subject to a minimum annual Management Fee of $50,000 per Client.

***Pension Consultant Referral Service*:**

When USI Advisors services are not appropriate for a client, or upon client request, USI Advisors will provide the client with a referral to another Pension Consultant, based on a client's individual circumstances and needs. USI Advisors does not charge any direct or indirect fees to the client, nor receive direct or indirect compensation from the referring firm, for this service.

Additional Fees, Expenses, and Costs

USI Advisors is affiliated with USI Securities, Inc. (a FINRA member broker-dealer, federally registered investment adviser and licensed insurance agency). Supervised persons of USI Advisors can include registered representatives, and/or insurance agents of USI Securities, Inc. Therefore, registered and/or licensed to sell both insurance and/or securities through USI Securities, Inc. The services of USI Securities, Inc. will typically be recommended to clients in order to implement the investment recommendations provided by USI Advisors (i.e., to buy and/or sell securities). This relationship presents a conflict of interest in that USI Advisors receives material support and economic benefit from USI Securities, Inc. (e.g., operations support, compliance consulting, computer trading systems access, etc.) at a discounted rate. Clients are under no obligation to purchase or sell securities through USI Securities, Inc.; however, if they choose to do so, the client should know that the price paid for mutual fund share purchases and sales will be no less favorable than that of any other broker-dealer. The commissions/compensation earned by USI Securities, Inc., from the distributing broker-dealer of the mutual fund shares, will be the same as that which is paid to any other broker-dealer under the terms of the prospectus. Please note that a small transactional charge associated with clearing and settling the

trade will be higher or lower than other broker-dealers. This charge is currently waived for USI Advisors' clients who use USI Securities, Inc. to purchase and sell mutual fund shares.

Additionally, clients and potential clients should be aware that assets invested in mutual fund portfolio shares are subject to various other fees and expenses that are paid by those portfolios, but ultimately borne by clients as shareholders. These expenses, which are described in the portfolio's prospectuses, can include investment advisory, administration, distribution, transfer agent, custodial, legal, audit, and other customary fees/expenses related to investments in mutual funds as applicable. Other investments have comparable types of fees and expenses which are described in their disclosure documents and marketing materials.

Compensation for the Sale of Securities or Other Investment Products

Supervised persons of USI Advisors, in their capacity as Registered Representatives of USI Securities, Inc., can recommend USI Securities, Inc.'s Broker-Dealer services to clients who have utilized or are utilizing USI Advisors' advisory services. Clients, however, are under no obligation to purchase or sell securities through USI Securities, Inc.

Supervised persons of USI Advisors, in their capacity as insurance agents can also recommend various insurance products to clients who have utilized or are utilizing USI Advisors' advisory services. Once again, clients are under no obligation to purchase insurance products through these supervised persons. In certain instances (e.g., the sale of Group Fixed Annuities), the recommendation and sale of these insurance products is a separate and distinct service not related to the contracted advisory services of USI Advisors.

Certain USI affiliated Supervised Persons (who are also deemed to be sales persons), who solicit advisory clients and sell securities and/or insurance products, either through USI Securities, Inc. or another affiliate of USI Advisors, can (in-part) be 1) directly compensated by the level of fees and/or commission revenue; and/or 2) indirectly compensated through other forms of compensation (e.g., sales related bonuses). This represents a conflict of interest, as this compensation may or may not be offset (depending upon the nature of the advisory relationship) against USI Advisors' advisory fees.

Depending upon the client's preferences with respect to the payment of advisory services (i.e., hard-dollar fee vs. indirect payment), the client can direct USI Advisors to include or exclude the use of no-load commissionable, Broker-Dealer Concession, and/or Revenue Sharing mutual funds.

USIA provides advisory services under various arrangements with different types of clients. Investment products differ as to the fees associated with product itself, as do the revenue sharing arrangements that may exist between a USI entity and a third party such as a custodian or recordkeeper. Examples include 12b-1 fees, sub-transfer agent fees, broker dealer concessions, infrastructure fees, "trail commissions", and other miscellaneous service, transaction, administrative and account fees. More information is provided in the appropriate account opening documentation, service agreement, or investment product disclosure document (e.g., mutual fund prospectus). Any questions on fees, compensation and expenses can be directed to your USI financial adviser.

Item 6 – Performance-Based Fees and Side-By-Side Management

USI Advisors does not charge any performance-based fees (fees based on a share of capital gains on or capital appreciation of the assets of a client).

Item 7 – Types of Clients

USI Advisors provides investment advisory services primarily to employer-sponsored retirement plans, corporate pension and profit-sharing plans, endowments, charitable organizations, trust programs, corporations, municipalities, and various types of institutional investors.

For certain legacy retirement plans, the Firm can be contractually obligated to provide investment advice to plan participants. The Firm reserves the right to refuse to engage certain prospects based on the type and/or size of the proposed account. Additionally, some scenarios involve the implementation of a minimum fee/charge, which will be specified in the Investment Advisory Agreement.

Item 8 – Methods of Analysis, Investment Strategies and Risk of Loss

Methodologies

USI Advisors defines **Methods of Analysis** as the procedure to assess (a) the economic and market environment as well as (b) factors that determine a suitable investment strategy.

(a) Assessment of economic and market environment

The assessment of the economic and market environment is researched and evaluated by the following measures and indicators: (1) Economic Growth in form of GDP (2) Consumer behavior in form of consumer spending and consumer confidence (3) Labor market in form of unemployment and underemployment rates (4) Housing market in form of prices, sales numbers as well as inventories (5) Corporate profitability in form of earnings and earnings estimates (6) Inflationary environment in form of headline and core inflation (7) Interest rates in form of Yield curve analysis and (8) International market including the analysis of currencies and geopolitical risks.

(b) Assessment of factors that determine a suitable investment strategy

Client-specific factors that determine a suitable investment strategy are defined in the Investment Policy Statement as the client's objectives (Return, Risk) and constraints (Liquidity, Legal/Regulatory, Time Horizon, Tax, Unique circumstances). In cases where the client has the authority to determine the portfolio holdings (e.g., Defined Benefit Plan), the most important factor of a suitable investment strategy is the strategic asset allocation and the allowable ranges around the target portfolio.

In cases where the client does not have authority to determine portfolio holdings (e.g., participant-based plans; 401(k) plan), the most important factor of a suitable investment strategy is the choice of the underlying investment options. Since USI Advisors does not manage assets in-house, USI Advisor's method of analysis is defined by a rigorous due diligence process of asset managers. The due diligence process is designed to identify, analyze, evaluate and monitor investment managers.

- *Identify*

  Utilizing third party databases and software packages including Morningstar Direct, USI Advisors applies a rigorous proprietary screening methodology to identify qualified asset managers.

- *Analyze*

  Principals of Modern Portfolio Theory are applied. Investment analysts employ qualitative and quantitative research techniques to ensure appropriate investment recommendations.

  Factors that can determine suitability of the investment option include stability of firm/investment management team, intuitive investment philosophy and connection with the investment process and firm culture, consistent and repeatable investment process validated by absolute and relative performance and risk measures, and product level considerations.

- *Evaluate*

  Investment Committee challenges investment analysts' research to determine quality and consistency of investment recommendations. Investments are categorized into: preferred investment list, hold, watch, or no action. Recommendations will typically come from preferred and approved investment list(s) depending on platform availability. These list(s) include active, passive and socially responsible investment option(s).

- *Monitor*

  Maintain and update database of all clients' investments. Communicate changes of material nature to clients, via regular fund commentary on changes that impact our rating of investment managers and investment options. Ensure preferred and approved investment list(s) reflect USI Advisor's best investment ideas.

Investment Strategies

USI Advisors believes **Investment Strategies** must be clearly defined for each client and accompanied by repeatable filtering processes designed to guide the client's selection of investment portfolios. USI Advisors acts in the capacity of a consultant and as such develops Investment Strategies that are consistent with the client's individual objectives (Return, Risk) and constraints (Liquidity, Legal/Regulatory, Time Horizon, Tax, Unique circumstances).

Due to the heterogeneous nature of client's objectives and constraints, USI Advisors utilizes various investment strategies. The implementation of these investment strategies is achieved through utilization of outside asset managers, primarily, by recommending the use of mutual funds and, under appropriate circumstances, managed accounts, subaccounts of variable products, guaranteed insurance contracts (GICS), collective trusts and other cash type alternatives.

(1) Passive strategies:

(a) Passive asset allocation strategy: Also known as buy and hold strategy. Occasionally utilized for clients in the asset accumulation phase and for clients that do not believe in active asset allocation.

(b) Passive investment implementation strategy: Generally utilized for clients that desire market exposure through style-pure investments with the objective to minimize costs (index funds)

(2) Active strategies:

(a) Active asset allocation strategy: A target asset allocation including allowable ranges are defined in the client's Investment Policy Statement. USI Advisors takes market conditions into consideration to recommend tactical asset allocation moves around the long-term target portfolio.

(b) Active investment implementation strategy: Generally utilized for clients with the goal to outperform an investment benchmark.

(3) Liability-driven strategies: Generally utilized for pension clients. The two main approaches are cash-flow matching and duration matching.

Risks

Investing in securities involves risk of loss that clients should be prepared to bear.

USI Advisors does not guarantee the results of any advice or recommendations, nor can it guarantee that the investment objectives of clients will be realized. All investments bear different types and degrees of risk.

Investing in mutual funds, which are intended as long-term investments, involves risk, including the possible loss of principal. Investments in foreign securities and sector funds, including technology or real estate stocks, are subject to substantial volatility due to adverse political, economic, or other developments and carry additional risk resulting from lack of industry diversification. Funds that invest in small or mid-capitalization companies can experience a greater degree of market volatility than those of large-capitalization stocks and are riskier investments. Bond funds have the same interest rate, inflation, and credit risks associated with the underlying bonds owned by the fund. Generally, the value of bond funds rises when prevailing interest rates fall and falls when interest rates rise. Clients who invest in lower-grade debt securities are exposed to greater market fluctuations and risk of loss of

income and principal than when investing in securities in higher rated categories. Bear in mind that higher return potential is accompanied by higher risk.

Insurance product guarantees are based upon the claims paying ability of the issuing insurance company.

You should consider the investment objectives, risks, and charges and expenses of the investment options carefully before investing. The prospectuses and other comparable documents contain this and other information about the investment options. Prospectuses and other comparable documents are available by contacting USI Advisors at (860) 633-5283. You should read the prospectuses and/or other comparable documents carefully before investing.

While the Firm's investment strategies are designed to provide appropriate investment diversification, some investments have significantly greater risks than others. And while diversification and asset allocation are effective strategies to help you manage risk, they do not guarantee against loss. Clients should always be cognizant of the fact that obtaining higher rates of return on investments entails accepting higher levels of risk. The Firm's investment strategies are designed to seek a balance between risks and rewards to achieve the stated investment objectives. Clients need to ask questions about investment risks they do not understand. USI Advisors would be pleased to discuss any questions you may have in this regard.

Past performance is no guarantee of future results.

Item 9 – Disciplinary Information

Registered investment advisers are required to disclose all material facts regarding any legal or disciplinary events that would be material to your evaluation of USI Advisors or the integrity of USI Advisors' management. USI Advisors has no information applicable to this Item.

Item 10 – Other Financial Industry Activities and Affiliations

USI Advisors is a wholly-owned subsidiary of USIC Investment Group, Inc. ("USIC IG"). USIC IG is controlled, through ownership of all voting shares, by USIR Management LLC, an entity owned and controlled by certain executive officers of USI, Inc. USI, Inc. is a Delaware corporation primarily engaged, through multiple subsidiaries, in a range of insurance and annuity brokerage, group benefits, and consulting businesses, focusing on small and mid-size business in the United States.

The non-voting shares of USIC IG are held by USI Consulting Group, Inc. ("USI Consulting Group") (an employee benefits service provider, pension consultant, third-party administrator/record keeper and licensed insurance agency), which is also indirectly owned by USI, Inc. USI Inc. is an indirect subsidiary of USI Advantage Corp., which is controlled by entities affiliated with Kohlberg Kravis Roberts & Co. L.P ("KKR"), and Caisse de dépôt et placement du Québec ("CDPQ"). KKR is an investment firm that manages investments across multiple asset classes including private equity, energy, infrastructure, real estate, credit, and hedge funds. CDPQ is a Canadian long-term institutional investor that manages funds

primarily for public and Para public pension and insurance plans. However, none of KKR, CDPQ, or their affiliated entities will directly or indirectly control USIA or otherwise have the authority to direct the management or policies of USIA.

All of USI Advisors' supervised persons are employees of USI Consulting Group, Inc., or affiliated firms under the common control of USI Inc.

USI Advisors is affiliated with USI Securities, Inc. (a FINRA member broker-dealer, federally registered investment adviser and licensed insurance agency), which is also a wholly owned subsidiary of USIC IG. Management and supervised persons of USI Advisors may be registered representatives, investment advisory representatives, and/or insurance agents of USI Securities, Inc. Therefore, they may be registered and/or licensed to sell both insurance and/or securities and to offer investment advisory services through USI Securities, Inc. The services of USI Securities, Inc. will typically be recommended to clients in order to implement the investment recommendations provided by USI Advisors (i.e., to buy and/or sell securities). This relationship presents a conflict of interest in that USI Advisors receives material support and economic benefit from USI Securities, Inc. (e.g., operations support, compliance consulting, computer trading systems access, etc.) at a discounted rate. Clients are under no obligation to purchase or sell securities through USI Securities, Inc.; however, if they choose to do so, the client should know that the price paid for mutual fund share purchases and sales will be no less favorable than that of any other broker-dealer. A client, however, has the option of choosing a broker-dealer other than USIS. In instances such as Direct Solutions, USIS is part of the bundled offering of service providers. The commissions/compensation earned by USI Securities, Inc. from the distributing broker-dealer of the mutual fund shares, will be the same as that which is paid to any other broker-dealer under the terms of the prospectus. Please note that a small transactional charge associated with clearing and settling the trade may be higher or lower than other broker-dealers. This charge is currently waived for USI Advisors' clients who use USI Securities, Inc. to purchase and sell mutual fund shares.

Certain supervised persons may be licensed insurance agents who are sub-agents of USI Consulting Group's general insurance agency. USI Consulting Group is also an employee benefits provider, pension consultant, and third-party administrator/record keeper and licensed insurance agency. USI Consulting Group will typically receive commissions/compensation from an insurance carrier in relation to sales of a particular insurance product. Supervised persons of USIA may also be licensed insurance agents of other insurance companies. As such, these individuals are able to receive separate, yet customary commission compensation resulting from implementing insurance product transactions on behalf of advisory clients.

Many mutual fund companies offer one or more retirement share classes specifically for the use by employer-sponsored retirement plans as investment options, (some share classes pay compensation to third parties, such as commissions, 12b-1 fees, and other administrative fees, while other share classes do not). The retirement share classes that are available to a Client are generally determined by specific criteria set by the mutual fund company, such as plan asset size and/or the number of participants in the retirement plan. The available share classes may factor into the fee structure and how the investment

advisory fees and expenses are paid. For particular share class information, please refer to the investment product prospectus.

Depending on the share class, companies affiliated with USI Advisors may receive various forms of compensation from providers of services that USI Advisors recommends. This compensation is not directly received by USI Advisors, but contributes to the revenue of the overall organization. This compensation may come in the form of commissions paid to an affiliated broker-dealer by a mutual fund company, insurance company, or other organization for the sale of an investment product; 12b-1 fees paid by a mutual fund company to a broker-dealer for distribution and servicing of mutual funds; commissions/fees paid to a broker/dealer by a trust company; sub-Transfer Agent fees paid to an affiliated retirement plan administrator or recordkeeper by a mutual fund company, insurance company, or other organization for servicing and administering various investment options; fees paid for non-advisory third-party administrative services by clients; fees paid by an employee benefits provider to an affiliated company for sales of various products or services; and/or commissions paid to an affiliated company or individual by an insurance carrier for sales of a particular insurance product. DEPENDING ON HOW A PLAN CHOOSES TO PAY THEIR USIA / USICG FEES THE EXISTENCE OF THESE PAYMENTS WILL IMPACT USI ADVISORS' RECOMMENDATIONS. The existence of this additional compensation will be taken into consideration in the negotiation of investment advisory fees for the services offered by USI Advisors (i.e., a client who receives additional services that results in additional revenue to the overall organization may pay less in investment advisory fees to USI Advisors for similar services than a client who does not have another relationship with the overall organization).

Commissions/compensation received by affiliated companies in relation to securities and/or insurance products recommended by advisory personnel of USI Advisors may represent a material conflict of interest. With the exception of Non-ERISA Plans, this conflict of interest is mitigated through the “off-setting” of investment advisory fees by any such commission/compensation received by the affiliate. For example, if USI Advisors charges a $20,000 annual fee for investment advisory services and USI Securities, Inc. receives $18,000 in securities commissions related to the implementation of that investment advice, then the Client would be billed for only the $2,000 difference.

Item 11 – Code of Ethics

USI Advisors has adopted a Code of Ethics for all supervised persons of the Firm describing its high standard of business conduct, and fiduciary duty to its clients. The Code of Ethics includes provisions relating to the confidentiality of client information, a prohibition on insider trading, restrictions on the acceptance of significant gifts and the reporting of certain gifts and business entertainment items, and personal securities trading and reporting procedures, among other things. The purpose of the Code is to preclude activities which may lead to or give the appearance of conflicts of interest, insider trading and other forms of prohibited or unethical business conduct. USI Advisors and its associates are prohibited from engaging in fraudulent, deceptive, or manipulative conduct. Compliance with this Code involves more than acting with honesty and good faith alone. It means that USI Advisors has an affirmative duty of utmost good faith to act solely in the best interest of its clients. All supervised persons at USI Advisors must acknowledge the terms of the Code of Ethics annually, or as amended.

USI Advisors clients or prospective clients may request a copy of the Firm's Code of Ethics by contacting Melinda Robidoux (Chief Compliance Officer, 860-368-2909).

Participation or Interest in Client Transactions

USIA or individuals associated with USIA may buy or sell securities identical to, or different than, those recommended to customers. In addition, any related person(s) may have an interest of position in a certain security(ies) that may also be recommended to a client. As these situations represent a conflict of interest, USIA has established the following restrictions, among others:

1. No person employed by USIA may purchase or sell any security prior to a transaction(s) being implemented for an advisory account.

2. A director, officer, or employee of USIA shall not buy or sell securities for their personal portfolio(s) where their decision is substantially derived, in whole or in part, by reason of his or her employment unless the information is also available to the investing public on reasonable inquiry. No person of USIA shall prefer his or her own interest to that of the advisory client.

3. USIA maintains a listing of reportable securities holdings for all non-exempt Access Persons with access to client advisory recommendations in reportable securities. These holdings are reviewed by the Chief Compliance Officer and/or one or more of the other executive officers/directors.

4. All clients are fully informed that certain individuals may receive separate compensation when affecting transactions during the implementation process.

5. USIA emphasizes the unrestricted right of the client to decline to implement any advice rendered.

6. USIA requires that all individuals must act in accordance with all applicable federal and state regulations governing registered investment advisory practices.

7. Any individual not in observance of the above may be subject to termination.

Item 12 – Brokerage Practices

Supervised persons of USI Advisors may be Registered Representatives of USI Securities, Inc., a FINRA Registered Broker-Dealer. Advisory recommendations of USI Advisors may include products or services offered by USI Securities, Inc.

The services of USI Securities, Inc. (a securities broker-dealer affiliated with USI Advisors) will typically be recommended to clients in order to implement the investment advice provided by USI Advisors (i.e., to buy and/or sell securities). This relationship presents a conflict of interest in that USI Advisors receives material support and economic benefit from USI Securities, Inc. (e.g., operations support, compliance consulting, computer trading systems access, etc.) at a discounted rate. Clients are under no obligation

to purchase or sell securities through USI Securities, Inc.; however, if they choose to do so, the Client should know that the price paid for mutual fund share purchases and sales will be no less favorable than that of any other broker-dealer. The commissions/compensation earned by USI Securities, Inc. from the distributing broker-dealer of the mutual fund shares, will be the same as that paid to any other broker-dealer under the terms of the applicable fund's prospectus. Please note that a small transactional charge associated with clearing and settling the trade may be higher or lower than other broker-dealers. This charge is currently waived for USI Advisors' clients who use USI Securities, Inc. to purchase and sell mutual fund shares.

Retirement Plan Consulting clients will be required to select their own broker-dealers and insurance companies for the implementation of Retirement Plan Consulting recommendations. USIA may recommend any one of several brokers, provided that such recommendation is consistent with USIA's obligations as a registered investment adviser. USIA clients must independently evaluate these brokers. The factors USIA considers when making this recommendation are the broker's ability to provide professional services, our experience with the broker, the broker's reputation, quality of execution services, and costs of services, among other factors.

In addition, insurance product transactions placed through our affiliated individuals, as licensed insurance agents, may generate insurance commissions and/or incentive awards. These insurance commissions and/or incentive awards are separate and distinct from USIA's advisory fees. In some instances, depending on the size of the transaction, advisory fees may be discounted or waived, at USIA's discretion, for insurance commissions and/or incentive awards.

Item 13 – Review of Accounts

The following describes USIA's practices with respect to the review of accounts and reporting to clients. Practices may differ if USIA and the client have contractually agreed to employ other review and reporting practices.

Performance

Portfolio reviews will occur on a quarterly, semi-annual and/or annual basis depending on the particular service provided by USIA to the client. If market volatility is above average, a more frequent review may occur. Portfolio reviews are completed by an Investment Consultant of USIA. During the review process the Investment Consultant reviews the clients Investment Policy Statement, Asset Allocation, Asset Class Diversification, Management Selection, and Performance. The findings from the review are then delivered to the client. There is a minimum of 10 accounts assigned for the reviewer. USIA uses Modern Portfolio Theory (MPT) which deals with the rationale for and methods of diversifying portfolios.

All Clients will receive quarterly, semi-annual, and/or annual reports in addition to the custodial statements provided by the clients' broker/dealer and/or custodian. These reports include performance data over various periods.

Supervisory Controls and Testing

Specific tests may be conducted by Investment Administrators of USI Advisors on a periodic or ad hoc basis. Client files selected for review may be targeted or random or a combination of both at the discretion of the President and/or CCO. In the event that testing results show deficiencies, they will immediately be escalated to the Chief Compliance Officer of USI Advisors, Inc. All other testing results will be reported to the CCO during the next USI Advisors' compliance meeting, which is conducted quarterly. In general, as part of the Firm's ongoing testing, a sample selection of client files will be reviewed and measured against the requirements outlined in the Firm's written policies and procedures to verify that each client file is properly documented. Depending on the changes in the Firm's business model, standard operating practices and the regulatory environment, the types of testing and sample sizes are subject to change. The testing of clients files will include the review of (where applicable) properly documented and approved Investment Advisory Agreement which includes acknowledgement of ADV Part II receipt, original disclosures provided to the client, a copy of the Investment Policy Statement, for each trade execution properly completed trade tickets (e.g., written client authorization), the production and accuracy of Fiduciary Oversight reviews (delivered during that quarter), and the accuracy of the client's billing.

Item 14 – Client Referrals and Other Compensation

Currently, USI Advisors compensates two outside investment advisors or consultants through a discontinued legacy referral program, which includes two advisory client accounts. Through this program, USIA continues to compensate the other investment advisors or consultants for past referrals or is compensated for past referrals to other investment advisory firms. Payment is a flat fee or a percentage of revenue depending upon the particulars of the situation. Such agreements comply with the requirements set out in Rule 206(4)-1 (the Marketing Rule) of the Investment Advisers Act of 1940. The relationship between USIA and the other investment advisor or consultant was disclosed in writing to the client at the time of the solicitation or referral. No advertising or marketing activities are performed for this discontinued legacy referral program.

Other than the discontinued referral program outlined above, USI Advisors does not directly or indirectly compensate any person who is not a USIA supervised person for client referrals. In addition, no person who is not a client provides an economic benefit to USIA for providing investment advice or other advisory services to USIA's clients.

USI Advisors receives material support and economic benefit from USI Securities, Inc. (e.g., operations support, compliance consulting, computer trading systems access, etc.) at a discounted rate. USI Securities, Inc. is a registered broker-dealer that is affiliated with USI Advisors.

USI Advisors may receive additional compensation from product sponsors in the form of the following:

- assorted gifts of nominal value (e.g., logo emblazoned umbrellas, golf balls, hats, t-shirts or other apparel, etc.);

- business-related entertainment, wherein a representative of a product sponsor is present (e.g., meals, attendance at sporting or theatrical events, etc.);

- business-related marketing/advertising support (e.g., payment of media placement fees, development of hardcopy materials at reduced or no charge, client appreciation event support, etc.); and/or

- business-related conferences, due diligence events and/or training/educational sessions (which may or may not involve transportation, lodging, entertainment, meals, etc.).

The Firm documents and assesses all gifts and additional cash and non-cash compensation received from third-parties in order to determine the appropriateness of the compensation. The policies and procedures of the Firm are designed to preclude the acceptance of any compensation that would create an environment in which supervised persons would feel compelled to comport themselves in a manner inconsistent with acting in the best interests of the Firm's clients.

In addition, those supervised persons that are also Registered Representatives of USI Securities, Inc. may receive from product sponsors and issuers with which USIS has a selling agreement additional compensation as such is described above. As Registered Representatives, these supervised persons would also be subject to the policies and procedures of USI Securities, Inc. and FINRA rules. FINRA rules and the provisions of the aforementioned selling agreements place limitations or restrictions on the nature and types of additional compensation that can be provided.

Item 15 – Custody

Client assets are held at qualified custodians in accounts that are registered in the name of the client. To that end, USI Advisors has established relationships with various non-affiliated third-party clearing/custodian broker-dealers who are responsible for taking custody of and maintaining client funds and securities. For purposes of providing its advisory services, USI Advisors does not maintain either possession or custody of client assets.

While the Firm does not maintain actual possession or custody of client assets in the manner of its qualified custodians, it may be deemed to have custody of client funds or securities under applicable SEC guidance for those clients who have authorized us to calculate and deduct our advisory fees from the clients' account. In such situations, the custodian maintains actual possession of the clients' assets.

Since USI Advisors calculates the amount of the investment advisory fee to be deducted each quarter it is important for clients to carefully review their account statements to verify the accuracy of the calculation, among other things. Clients should contact USI Advisors directly if they believe that there are any errors in their advisory fee.

Clients may also receive periodic account statements from USI Advisors. We urge clients to compare the account statements received from USI Advisors with those received from the custodian. Please note that USI Advisors statements may vary from custodial statements based on accounting procedures, reporting dates, or valuation methodologies of certain securities**.**

Item 16 – Investment Discretion

USI Advisors provides investment advisory services to plan sponsor clients on a discretionary or non-discretionary basis. Discretionary services are associated with a plan sponsor client for which the client has provided authorization to the Firm to select and monitor the investment lineup without pre-authorization, including each change to the lineup or subsequent transaction. Accounts established as non-discretionary require that the plan sponsor client make the final decision regarding the investment lineup, changes to the lineup and all required transactions. USIA will assist in placing all requested securities transactions, but will not act unilaterally to make changes without the direction and consent of the non-discretionary client.

When making investment decisions or recommendations, USI Advisors observes the investment objectives, policies, limitations, and restrictions of the clients for which it advises (e.g., in accordance with the guidelines specified within a retirement plan client's Investment Policy Statement).

Investment guidelines and restrictions must be provided to USI Advisors in writing.

Item 17 – Voting Client Securities

As a matter of Firm policy and practice, USI Advisors does not have any authority to and does not vote proxies on behalf of advisory clients. Clients retain the responsibility for receiving and voting proxies for any and all securities maintained in client portfolios.

Item 18 – Financial Information

Registered investment advisers are required in this Item to provide you with certain financial information or disclosures about USI Advisors' financial condition. USI Advisors has no financial commitment that impairs its ability to meet contractual and fiduciary commitments to clients and has not been the subject of a bankruptcy proceeding.

USI Advisors does not require or solicit prepayment of more than $1,200 in fees per client and six months or more in advance.

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Michael Welz, CFA, CAIA, CIMA®

President and Chief Investment Officer

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May 1st, 2017

This Brochure Supplement provides information about Mr. Michael Welz that supplements the USI Advisors, Inc. Brochure. You should have received a copy of that Brochure. Please contact Melinda Robidoux at (860) 368-2909 if you did not receive USI Advisors, Inc.'s ("USI Advisors") Brochure or if you have any questions about the contents of this supplement.

Additional information about Mr. Michael Welz is available on the SEC's website at www.adviserinfo.sec.gov.

Item 2- Educational Background and Business Experience

Mr. Michael Welz (born in 1970)

Education:

- Master's Degree equivalent (Diplom Volkswirt) – Economics – University of Cologne in Germany
- CFA (Chartered Financial Analyst) – Conferred by the CFA Institute, this professional designation requires individuals to meet the following requirements:
  - Complete the CFA Program - Self-study program (250 hours of study for each of the 3 levels)
  - Pledge to adhere to the CFA Institute Code of Ethics and Standards of Professional Conduct
  - Have four years of qualified investment work experience
  - Become a regular member of CFA Institute and apply for membership to a local CFA member society.

- CAIA (Chartered Alternative Investment Analyst) – Conferred by the Chartered Alternative Investment Analyst Association, this professional designation requires individuals to meet the following requirements: Bachelor's or equivalent degree and more than one year of business experience in the financial industry, or 4 years of experience in the financial industry, and a self-study certification program which requires the successful completion of both the Level I and Level II examinations.
- CIMA (Certified Investment Management Analyst) – Conferred by Investments & Wealth Institute , this professional designation requires individuals to meet the following requirements: 3 years of financial services experience and an acceptable regulatory history. Candidates must pass an online Qualification Examination, successfully complete an in-class program at The Wharton School, University of Pennsylvania, or online through Yale School of Management, and pass an online Certification Examination. CIMA designees are required to adhere to Investments & Wealth Institute's Code of Professional Responsibility, Standards of Practice, and Rules and Guidelines for Use of the Marks. CIMA designees must report 40 hours of continuing education credits, including two ethics hours, every two years to maintain the certification.
- Series 65 (Uniform Investment Adviser Law Examination)

Business Experience (last five years):

- 2014 to present: President and Chief Investment Officer at USI Advisors, Inc.
- 2013 to present: Chief Investment Officer at USI Advisors, Inc.
- 2010 to 2012: Senior Investment Consultant at USI Advisors, Inc.
- 2005 to 2010: Financial Services Associate at Merrill Lynch

Item 3- Disciplinary Information

Registered investment advisers are required to disclose all material facts regarding any legal or disciplinary events that would be material to your evaluation of each supervised person providing investment advice. No information is applicable to this Item.

Item 4- Other Business Activities

Mr. Michael Welz is a registered representative of USI Securities, Inc. (a securities broker-dealer Member FINRA/SIPC affiliated with USI Advisors, Inc.). The firm does not perceive a conflict of interest in Mr. Michael Welz holding this role: as he is a salaried employee, does not have product or revenue related sales goals, and is not compensated based upon commissions or revenue generated through the implementation of the investment advice that he provides.

Other Credentials:

- Series 7 (General Securities Representative)
- Series 63 (Uniform Securities Agent State Law Examination)

Item 5- Additional Compensation

Mr. Michael Welz does not receive any additional economic benefit from third parties for providing advisory services.

Item 6 - Supervision

USI Advisors, Inc. is responsible for the oversight of all of its supervised persons, including Mr. Michael Welz. The advisory activity of Mr. Michael Welz, including the investment advice that he provides, is reviewed, on an ongoing basis and (when possible) prior to dissemination, by the CCO of USI Advisors, Inc. (Melinda Robidoux at (860) 368-2909).

Additionally, the firm reviews Mr. Welz's activities as part of an annual firm internal examination. This examination is conducted by the firm's Chief Compliance Officer (Melinda Robidoux at (860) 368-2909). The CCO assesses the adequacy of the firm's policies, procedures and protocols and, on an ongoing basis, evaluates whether each supervised person is in compliance with both the firm's Written Supervisory Procedures and its Code of Ethics.

Item 1- Cover Page

Rodger Metzger, CFA

Director of Investment Advisory Services

95 Glastonbury Boulevard Suite 102, Glastonbury CT 06033

(860) 878-8240

USI Advisors, Inc.

95 Glastonbury Blvd. Suite 102, Glastonbury, CT 06033

(860) 633-5283

November 3, 2023

This Brochure Supplement provides information about Mr. Rodger Metzger that supplements the USI Advisors, Inc. Brochure. You should have received a copy of that Brochure. Please contact Melinda Robidoux at (860) 368-2909 if you did not receive USI Advisors, Inc.'s ("USI Advisors") Brochure or if you have any questions about the contents of this supplement.

Additional information about Mr. Rodger Metzger is available on the SEC's website at www.adviserinfo.sec.gov.

Item 2- Educational Background and Business Experience

Mr. Rodger Metzger (born in 1959)

Education:

- BA, Economics – St. Lawrence University
- MBA – University of Hartford
- CFA (Chartered Financial Analyst) – Conferred by the CFA Institute, this professional designation requires individuals to meet the following requirements:
  - Complete the CFA Program - Self-study program (250 hours of study for each of the 3 levels)
  - Pledge to adhere to the CFA Institute Code of Ethics and Standards of Professional Conduct
  - Have four years of qualified investment work experience
  - Become a regular member of CFA Institute and apply for membership to a local CFA member society.

Business Experience (last five years):

- 2023 to present: Director of Investment Advisory Services, USI Advisors, Inc.
- 2005 to 2023: President and Chief Investment Officer, Hooker and Holcombe Investment Advisors, Inc.

Item 3- Disciplinary Information

Registered investment advisers are required to disclose all material facts regarding any legal or disciplinary events that would be material to your evaluation of each supervised person providing investment advice. No information is applicable to this Item.

Item 4- Other Business Activities

USI Advisors is required to disclose any outside business activities or occupation for compensation that could potentially create a conflict of interest with clients. Rodger Metzger is not actively engaged in any such activities.

Item 5- Additional Compensation

Mr. Rodger Metzger does not receive any additional economic benefit from third parties for providing advisory services.

Item 6 - Supervision

USI Advisors, Inc. is responsible for the oversight of all of its supervised persons, including Rodger Metzger. The advisory activity of Mr. Metzger, including the investment advice that he provides, is reviewed, on an ongoing basis and (when possible) prior to dissemination, by the President of USI Advisors, Inc. (Mr. Michael Welz, 860-368-2908).

Additionally, the firm reviews Mr. Metzger's activities as part of an annual firm internal examination. This examination is conducted by the firm's Chief Compliance Officer (Melinda Robidoux at (860) 368-2909). The CCO assesses the adequacy of the firm's policies, procedures and protocols and, on an ongoing basis, evaluates whether each supervised person is in compliance with both the firm's Written Supervisory Procedures and its Code of Ethics.

Item 1- Cover Page

Ralph Lehman, CFA

Investment Consultant

900 South Gay Street, Suite 1796, Knoxville, TN 37902

(865) 450-1916

USI Advisors, Inc.

95 Glastonbury Blvd. Suite 102, Glastonbury, CT 06033

(860) 633-5283

September 18th, 2018

This Brochure Supplement provides information about Mr. Ralph Lehman that supplements the USI Advisors, Inc. Brochure. You should have received a copy of that Brochure. Please contact Melinda Robidoux at (860) 368-2909 if you did not receive USI Advisors, Inc.'s ("USI Advisors") Brochure or if you have any questions about the contents of this supplement.

Additional information about Mr. Ralph Lehman is available on the SEC's website at www.adviserinfo.sec.gov.

Item 2- Educational Background and Business Experience

Mr. Ralph Lehman (born in 1964)

Education:

- BBA – International Marketing – University of Georgia
- JD/MBA – University of Tennessee
- CFA (Chartered Financial Analyst) – Conferred by the CFA Institute, this professional designation requires individuals to meet the following requirements:
  - Complete the CFA Program - Self-study program (250 hours of study for each of the 3 levels)
  - Pledge to adhere to the CFA Institute Code of Ethics and Standards of Professional Conduct
  - Have four years of qualified investment work experience
  - Become a regular member of CFA Institute and apply for membership to a local CFA member society.
- CAIA (Chartered Alternative Investment Analyst) – Conferred by the Chartered

Alternative Investment Analyst Association, this professional designation requires individuals to meet the following requirements: Bachelor's or equivalent degree and more than one year of business experience in the financial industry, or 4 years of experience in the financial industry, and a self-study certification program which requires the successful completion of both the Level I and Level II examinations.

Business Experience (last five years):

- 9/2018 – present: Investment Consultant at USI Advisors, Inc.
- 12/2010 – 8/2016: Portfolio Manager at Pinnacle Bank
- 10/2008 – 12/2010: Portfolio Manager at First Tennessee Bank
- 2/2001 – 10/2008: Investment Manager at Home Federal Bank

Item 3- Disciplinary Information

Registered investment advisers are required to disclose all material facts regarding any legal or disciplinary events that would be material to your evaluation of each supervised person providing investment advice. No information is applicable to this Item.

Item 4- Other Business Activities

Mr. Ralph Lehman has also authored a book on the development of the exchange traded fund (ETF), titled The Elusive Trade that was published in May of 2019. The firm does not perceive a conflict of interest in Mr. Ralph Lehman being an author: as he is a salaried employee, does not have product or revenue related sales goals, and is not compensated based upon commissions or revenue generated through the implementation of the investment advice that he provides.

Item 5- Additional Compensation

Mr. Ralph Lehman does not receive any additional economic benefit from third parties for providing advisory services.

Item 6 - Supervision

USI Advisors, Inc. is responsible for the oversight of all of its supervised persons, including Mr. Ralph Lehman. The advisory activity of Mr. Ralph Lehman, including the investment advice that he provides, is reviewed, on an ongoing basis and (when possible) prior to dissemination, by the President of USI Advisors, Inc. (Mr. Michael Welz, 860-368-2908).

Additionally, the firm reviews Mr. Lehman's activities as part of an annual firm internal examination. This examination is conducted by the firm's Chief Compliance Officer (Melinda Robidoux at (860) 368-2909). The CCO assesses the adequacy of the firm's policies, procedures and protocols and, on an ongoing basis, evaluates whether each supervised person is in compliance with both the firm's Written Supervisory Procedures and its Code of Ethics.

Item 1- Cover Page

Shawn Heron, CIMA®

Senior Investment Consultant

350 Fifth Avenue Suite 3700 New York, New York 10018

(212)-878-0406

USI Advisors, Inc.

95 Glastonbury Blvd. Suite 102, Glastonbury, CT 06033

(860) 633-5283

May 1st, 2017

This Brochure Supplement provides information about Mr. Shawn Heron that supplements the USI Advisors, Inc. Brochure. You should have received a copy of that Brochure. Please contact Melinda Robidoux at (860) 368-2909 if you did not receive USI Advisors, Inc.'s ("USI Advisors") Brochure or if you have any questions about the contents of this supplement.

Additional information about Mr. Shawn Heron is available on the FINRA website at http://www.finra.org.

Item 2- Educational Background and Business Experience

Mr. Shawn Heron (born in 1965)

Education:

- BS – Business Administration – College of Wagner College
- Series 65 (Uniform Investment Adviser Law Examination)
- CIMA (Certified Investment Management Analyst) – Conferred by Investments & Wealth Institute , this professional designation requires individuals to meet the following requirements: 3 years of financial services experience and an acceptable regulatory history. Candidates must pass an online Qualification Examination, successfully complete an in-class program at The Wharton School, University of Pennsylvania, or online through Yale School of Management, and pass an online Certification Examination. CIMA designees are required to adhere to Investments & Wealth Institute's Code of Professional Responsibility, Standards of Practice, and Rules and Guidelines for Use of the Marks. CIMA designees must report 40 hours of

continuing education credits, including two ethics hours, every two years to maintain the certification.

Business Experience (last five years):

- 2008 to present: Senior Investment Consultant with USI Advisors, Inc.
- 2002 to 2008: Relationship Manager with BlackRock / Merrill Lynch Investment Managers
- 1999 to 2002: Investment Advisor with Merrill Lynch
- 1997 to 1999: Investment Advisor with UBS Paine Webber

Item 3- Disciplinary Information

Registered investment advisers are required to disclose all material facts regarding any legal or disciplinary events that would be material to your evaluation of each supervised person providing investment advice. No information is applicable to this Item.

Item 4- Other Business Activities

Mr. Shawn Heron has no other business activities and therefore has no conflicts of interest within his role.

Item 5- Additional Compensation

Mr. Shawn Heron does not receive any additional economic benefit from third parties for providing advisory services.

Item 6 - Supervision

USI Advisors, Inc. is responsible for the oversight of all of its supervised persons, including Mr. Shawn Heron. The advisory activity of Mr. Shawn Heron, including the investment advice that he provides, is reviewed, on an ongoing basis and (when possible) prior to dissemination, by the President of USI Advisors, Inc. (Mr. Michael Welz, 860-368-2908).

Additionally, the firm reviews Mr. Heron's activities as part of an annual firm internal examination. This examination is conducted by the firm's Chief Compliance Officer (Melinda Robidoux at (860) 368-2909). The CCO assesses the adequacy of the firm's policies, procedures and protocols and, on an ongoing basis, evaluates whether each supervised person is in compliance with both the firm's Written Supervisory Procedures and its Code of Ethics.

Item 1- Cover Page

Alba Tedone, CIMA®

Senior Investment Consultant

95 Glastonbury Blvd. Suite 102, Glastonbury CT 06033

(860) 652-1057

USI Advisors, Inc.

95 Glastonbury Blvd. Suite 102, Glastonbury, CT 06033

(860) 633-5283

January 17th, 2020

This Brochure Supplement provides information about Mrs. Alba Tedone that supplements the USI Advisors, Inc. Brochure. You should have received a copy of that Brochure. Please contact Melinda Robidoux at (860) 368-2909 if you did not receive USI Advisors, Inc.'s ("USI Advisors") Brochure or if you have any questions about the contents of this supplement.

Additional information about Mrs. Alba Tedone available on the SEC's website at www.adviserinfo.sec.gov.

Item 2- Educational Background and Business Experience

Mrs. Alba Tedone (born in 1985)

Education:

- BS – Finance - Central Connecticut State University
- Series 65 (Uniform Investment Adviser Law Examination)
- CIMA (Certified Investment Management Analyst) – Conferred by Investments & Wealth Institute , this professional designation requires individuals to meet the following requirements: 3 years of financial services experience and an acceptable regulatory history. Candidates must pass an online Qualification Examination, successfully complete an in-class program at The Wharton School, University of Pennsylvania, or online through Yale School of Management, and pass an online Certification Examination. CIMA designees are required to adhere to Investments & Wealth Institute's Code of Professional Responsibility, Standards of Practice, and Rules and Guidelines for Use of the Marks. CIMA designees must report 40 hours of

continuing education credits, including two ethics hours, every two years to maintain the certification.

Business Experience (last five years):

- 2019 – present: Senior Investment Consultant at USI Advisors, Inc.
- 2013 – 2019: Investment Consultant at USI Advisors, Inc.
- 2010 – 2013: Investment Analyst at USI Advisors, Inc.

Item 3- Disciplinary Information

Registered investment advisers are required to disclose all material facts regarding any legal or disciplinary events that would be material to your evaluation of each supervised person providing investment advice. No information is applicable to this Item.

Item 4- Other Business Activities

Mrs. Alba Tedone has no other business activities and therefore has no conflicts of interest within her role.

Item 5- Additional Compensation

Mrs. Alba Tedone does not receive any additional economic benefit from third parties for providing advisory services.

Item 6 - Supervision

USI Advisors, Inc. is responsible for the oversight of all of its supervised persons, including Mrs. Alba Tedone. The advisory activity of Mrs. Alba Tedone, including the investment advice that she provides, is reviewed, on an ongoing basis and (when possible) prior to dissemination, by the President of USI Advisors, Inc. (Mr. Michael Welz, 860-368-2908).

Additionally, the firm reviews Mrs. Tedone's activities as part of an annual firm internal examination. This examination is conducted by the firm's Chief Compliance Officer (Melinda Robidoux at (860) 368-2909). The CCO assesses the adequacy of the firm's policies, procedures and protocols and, on an ongoing basis, evaluates whether each supervised person is in compliance with both the firm's Written Supervisory Procedures and its Code of Ethics.

Item 1- Cover Page

Joseph DeRosa, CIMA®

Senior Investment Consultant

95 Glastonbury Boulevard Suite 102, Glastonbury CT 06033 (860) 652-1006

USI Advisors, Inc.

95 Glastonbury Blvd. Suite 102, Glastonbury, CT 06033

(860) 633-5283

May 1st, 2017

This Brochure Supplement provides information about Mr. Joseph DeRosa that supplements the USI Advisors, Inc. Brochure. You should have received a copy of that Brochure. Please contact Melinda Robidoux at (860) 368-2909 if you did not receive USI Advisors, Inc.'s ("USI Advisors") Brochure or if you have any questions about the contents of this supplement.

Additional information about Mr. Joseph DeRosa is available on the SEC's website at www.adviserinfo.sec.gov.

Item 2- Educational Background and Business Experience

Mr. Joseph DeRosa (born in 1975)

Education:

- BS – Economics – College of The Holy Cross
- Passed Level 1 of the Chartered Financial Analyst ("CFA") program.
- CIMA (Certified Investment Management Analyst) – Conferred by Investments & Wealth Institute , this professional designation requires individuals to meet the following requirements: 3 years of financial services experience and an acceptable regulatory history. Candidates must pass an online Qualification Examination, successfully complete an in-class program at The Wharton School, University of Pennsylvania, or online through Yale School of Management, and pass an online Certification Examination. CIMA designees are required to adhere to Investments & Wealth Institute's Code of Professional Responsibility, Standards of Practice, and Rules and Guidelines for Use of the Marks. CIMA designees must report 40 hours of

continuing education credits, including two ethics hours, every two years to maintain the certification.
- Series 65 (Uniform Investment Adviser Law Examination)

Business Experience (last five years):
- 2015 to present: Senior Investment Consultant at USI Advisors, Inc.
- 2010 to 2015: Investment Consultant at USI Advisors, Inc.
- 2000 to 2009: Senior Investment Consultant at Kalson & Associates

Item 3- Disciplinary Information

Registered investment advisers are required to disclose all material facts regarding any legal or disciplinary events that would be material to your evaluation of each supervised person providing investment advice. No information is applicable to this Item.

Item 4- Other Business Activities

Mr. Joseph DeRosa has no other business activities and therefore has no conflicts of interest within her role.

Item 5- Additional Compensation

Mr. Joseph DeRosa does not receive any additional economic benefit from third parties for providing advisory services.

Item 6 - Supervision

USI Advisors, Inc. is responsible for the oversight of all of its supervised persons, including Mr. Joseph DeRosa. The advisory activity of Mr. Joseph DeRosa, including the investment advice that he provides, is reviewed, on an ongoing basis and (when possible) prior to dissemination, by the President of USI Advisors, Inc. (Mr. Michael Welz, 860-368-2908).

Additionally, the firm reviews Mr. DeRosa's activities as part of an annual firm internal examination. This examination is conducted by the firm's Chief Compliance Officer (Melinda Robidoux at (860) 368-2909). The CCO assesses the adequacy of the firm's policies, procedures and protocols and, on an ongoing basis, evaluates whether each supervised person is in compliance with both the firm's Written Supervisory Procedures and its Code of Ethics.

Item 1- Cover Page

Teodora Grant, MBA, CFP®, CLU®, CIMA®

Senior Investment Consultant

14241 Dallas Parkway, Suite 700, Dallas TX 75204 (214) 443-3113

USI Advisors, Inc.

95 Glastonbury Blvd. Suite 102, Glastonbury, CT 06033

(860) 633-5283

November 12th, 2019

This Brochure Supplement provides information about Mrs. Teodora Grant that supplements the USI Advisors, Inc. Brochure. You should have received a copy of that Brochure. Please contact Melinda Robidoux at (860) 368-2909 if you did not receive USI Advisors, Inc.'s ("USI Advisors") Brochure or if you have any questions about the contents of this supplement.

Additional information about Mrs. Teodora Grant is available on the SEC's website at www.adviserinfo.sec.gov.

Item 2- Educational Background and Business Experience

Mrs. Teodora Grant (born in 1979)

Education:

- BS – Finance – San Diego State University
- MBA – Texas A&M University
- Series 66 (Uniform Combined State Law Examination)
- CFP (CERTIFIED FINANCIAL PLANNER® certificant) – Conferred by the CFP Board, this professional designation requires individuals to meet the following requirements: Bachelor's degree (or higher), CFP Certification Examination, Three years of full-time relevant personal financial planning experience is required, and CFP® Certification Application. CFP® certification also requires you to agree to adhere to CFP Board's Code of Ethics and Professional Responsibility, Rules of Conduct and Financial Planning Practice Standards, and acknowledge CFP Board's right to enforce them through its Disciplinary Rules and Procedures.
- CIMA (Certified Investment Management Analyst) – Conferred by Investments & Wealth Institute , this professional designation requires individuals to meet the

following requirements: 3 years of financial services experience and an acceptable regulatory history. Candidates must pass an online Qualification Examination, successfully complete an in-class program at The Wharton School, University of Pennsylvania, or online through Yale School of Management, and pass an online Certification Examination. CIMA designees are required to adhere to Investments & Wealth Institute's Code of Professional Responsibility, Standards of Practice, and Rules and Guidelines for Use of the Marks. CIMA designees must report 40 hours of continuing education credits, including two ethics hours, every two years to maintain the certification.

Business Experience (last five years):

- 2017 to present: Investment Consultant at USI Advisors, Inc.
- 2015 to 2017: Director of Financial Planning & Wealth Advisor at MassMutual
- 2010 to 2014: Wealth Management Director at 1st Global

Item 3- Disciplinary Information

Registered investment advisers are required to disclose all material facts regarding any legal or disciplinary events that would be material to your evaluation of each supervised person providing investment advice. No information is applicable to this Item.

Item 4- Other Business Activities

Mrs. Teodora Grant has no other business activities and therefore has no conflicts of interest within her role.

Other Credentials:

- Chartered Life Underwriter (CLU) ®

Item 5- Additional Compensation

Mrs. Teodora Grant does not receive any additional economic benefit from third parties for providing advisory services.

Item 6 - Supervision

USI Advisors, Inc. is responsible for the oversight of all of its supervised persons, including Mrs. Teodora Grant. The advisory activity of Mrs. Teodora Grant, including the investment advice that she provides, is reviewed, on an ongoing basis and (when possible) prior to dissemination, by the President of USI Advisors, Inc. (Mr. Michael Welz, 860-368-2908). Additionally, the firm reviews Mrs. Teodora Grant's activities as part of an annual firm internal examination. This examination is conducted by the firm's Chief Compliance Officer (Melinda Robidoux at (860) 368-2909). The CCO assesses the adequacy of the firm's policies, procedures and protocols and, on an ongoing basis, evaluates whether each supervised person is in compliance with both the firm's Written Supervisory Procedures and its Code of Ethics.

Item 1- Cover Page

Paul Denu

Regional President and Practice Leader of the Retirement Consulting division of USI Consulting Group

261 Madison Avenue 5th Floor New York, New York 10018

(212)-878-0428

USI Advisors, Inc.

95 Glastonbury Blvd. Suite 102, Glastonbury, CT 06033

(860) 633-5283

May 1st, 2017

This Brochure Supplement provides information about Mr. Paul Denu that supplements the USI Advisors, Inc. Brochure. You should have received a copy of that Brochure. Please contact Melinda Robidoux at (860) 368-2909 if you did not receive USI Advisors, Inc.'s ("USI Advisors") Brochure or if you have any questions about the contents of this supplement.

Additional information about Mr. Paul Denu is available on the SEC's website at www.adviserinfo.sec.gov.

Item 2- Educational Background and Business Experience

Mr. Paul Denu (born in 1965)

Education:

- BA – Mathematics – Western Connecticut State University
- Series 65 (Uniform Investment Adviser Law Examination)
- EA (Enrolled Actuary) – Conferred by the Joint Board of the Department of Treasury & Department of Labor, this professional designation requires individuals to meet the following requirements: 3 examinations
- MAAA - Member of the American Academy of Actuaries – Requires one or more of the following:
    - Associateship in the Casualty Actuarial Society, associateship in the Society of Actuaries, M.S.P.A. or F.S.P.A. in the American Society of Pension Professionals and Actuaries, membership in the Conference of Consulting Actuaries,

enrolled actuary status under Title 3, Section C of the Employee Retirement Income Security Act of 1974, fellowship in the Canadian Institute of Actuaries, fellowship in the Institute & Faculty of Actuaries, membership in the Colegio Nacional de Actuarios in Mexico, fellowship in the Institute of Actuaries of Australia. Any other actuarial educational credentials must be approved by the Membership Committee and the Executive Committee.

- A resident of the United States for at least three years, or a non-resident or new resident must certify their familiarity with U.S. laws and practices in their actuarial practice area which is intended to mean casualty, health, life, and pension.

Business Experience (last five years):

- 2012 to present: President of New York Region for the Retirement Consulting division of USI Consulting Group
- 2010 – 2012: Senior Vice President and Practice Leader for the Retirement Consulting division of USI Consulting Group
- 2007 – 2010: Vice President / Producer with USI Consulting Group
- 2006 – 2007: Director of Client Services with USI Consulting Group

Item 3- Disciplinary Information

Registered investment advisers are required to disclose all material facts regarding any legal or disciplinary events that would be material to your evaluation of each supervised person providing investment advice. No information is applicable to this Item.

Item 4- Other Business Activities

Mr. Paul Denu is a registered representative of USI Securities, Inc. (a securities broker-dealer Member FINRA/SIPC affiliated with USI Advisors, Inc.). Mr. Paul Denu is also the President of New York Region for the Retirement Consulting division of USI Consulting Group. There are potential conflicts of interest in Mr. Paul Denu holding this role because a portion of the revenue that is directly related to his recommendations may increase his compensation.

USIA manages this potential conflict by fully disclosing to clients the total expenses of the product and compensation received by its affiliates for the sale of these products. They also limit Mr. Denu's recommendations to an approved list of investments and subject the approved investments to a due diligence process. Mr. Denu's recommendations will also be subject to the supervision and oversight delineated in USIA's Written Supervisory Procedures and will be tested for consistency with the client's financial goals and objectives as outlined in the supporting documentation provided by the client, including at time of acceptance as an advisory client. This documentation frequently includes a detailed

Investment Policy Statement adopted by the client and provided to USIA for purposes of formulating investment advice.

In addition, for certain clients subject to ERISA where USIA assumes a Fiduciary role with respect to its investment advice, total revenue received by affiliates for securities recommendations of Mr. Denu is subject to a reconciliation process that caps USIA's and Mr. Denu's compensation to no more than the advisory fees quoted to the client at the onset of the engagement.

Other Credentials

- Series 63 (Uniform Securities Agent State Law Examination)
- Life/Health Variable Products insurance license in over 20 states

Item 5- Additional Compensation

Mr. Paul Denu does not receive any additional economic benefit from third parties for providing advisory services.

Item 6 - Supervision

USI Advisors, Inc. is responsible for the oversight of all of its supervised persons, including Mr. Paul Denu. The advisory activity of Mr. Paul Denu including the investment advice that he provides, is reviewed, on an ongoing basis and (when possible) prior to dissemination, by the President of USI Advisors, Inc. (Mr. Michael Welz, 860-368-2908).

Additionally, the firm reviews Mr. Denu's activities as part of an annual firm internal examination. This examination is conducted by the firm's Chief Compliance Officer (Melinda Robidoux at (860) 368-2909). The CCO assesses the adequacy of the firm's policies, procedures and protocols and, on an ongoing basis, evaluates whether each supervised person is in compliance with both the firm's Written Supervisory Procedures and its Code of Ethics.

Item 1- Cover Page

Bindu Patel

Director of Research

95 Glastonbury Boulevard Suite 102, Glastonbury CT 06033

860-368-2977

USI Advisors, Inc.

95 Glastonbury Blvd., Glastonbury, CT 06033

(860) 633-5283

January 17th, 2020

This Brochure Supplement provides information about Ms. Bindu Patel that supplements the USI Advisors, Inc. Brochure. You should have received a copy of that Brochure. Please contact Melinda Robidoux at (860) 368-2909 if you did not receive USI Advisors, Inc.'s ("USI Advisors") Brochure or if you have any questions about the contents of this supplement.

Additional information about Ms. Bindu Patel available on the SEC's website at www.adviserinfo.sec.gov.

Item 2- Educational Background and Business Experience

Ms. Bindu Patel (born in 1974)

Education:

- BA Psychology – University of Connecticut
- Series 65 (Uniform Investment Adviser Law Examination)

Business Experience (last five years):

- September 2019 to present: Director of Research at USI Advisors, Inc.
- February 2014 to September 2019: Senior Investment Research Analyst at USI Advisors, Inc.
- October 2005 to October 2013: Manager Research Analyst, AVP at ING Investment Management.

Item 3- Disciplinary Information

Registered investment advisers are required to disclose all material facts regarding any legal or disciplinary events that would be material to your evaluation of each supervised person providing investment advice. No information is applicable to this Item.

Item 4- Other Business Activities

Ms. Bindu Patel has no other business activities and therefore has no conflicts of interest within her role.

Item 5- Additional Compensation

Ms. Patel does not receive any additional economic benefit from third parties for providing advisory services.

Item 6 - Supervision

USI Advisors, Inc. is responsible for the oversight of all of its supervised persons, including Ms. Patel. The advisory activity of Ms. Patel, including the investment advice that she provides, is reviewed, on an ongoing basis and (when possible) prior to dissemination, by the President of USI Advisors, Inc. (Mr. Michael Welz, 860-368-2908).

Additionally, the firm reviews Ms. Patel's activities as part of an annual firm internal examination. This examination is conducted by the firm's Chief Compliance Officer (Melinda Robidoux at (860) 368-2909). The CCO assesses the adequacy of the firm's policies, procedures and protocols and, on an ongoing basis, evaluates whether each supervised person is in compliance with both the firm's Written Supervisory Procedures and its Code of Ethics.

Item 1- Cover Page

Christopher Martin

Senior Vice President and Practice Leader of USI Consulting Group's Defined Contribution department

95 Glastonbury Boulevard Suite 102, Glastonbury CT 06033 (860) 368-2935

USI Advisors, Inc.

95 Glastonbury Blvd. Suite 102, Glastonbury, CT 06033

(860) 633-5283

May 1st, 2017

This Brochure Supplement provides information about Mr. Christopher Martin that supplements the USI Advisors, Inc. Brochure. You should have received a copy of that Brochure. Please contact Melinda Robidoux at (860) 368-2909 if you did not receive USI Advisors, Inc.'s ("USI Advisors") Brochure or if you have any questions about the contents of this supplement.

Additional information about Mr. Christopher Martin is available on the SEC's website at www.adviserinfo.sec.gov.

Item 2- Educational Background and Business Experience

Mr. Christopher Martin (born in 1960)

Education:

- BS – Business Finance – University of Connecticut
- Profit Sharing/401(k) Council of America Member, this professional designation requires individuals to meet the following requirements: a four-module course in which each module includes a test

Business Experience (last five years):

- 2000 to present: Senior Vice President and Practice Leader of USI Consulting Group's Defined Contribution department

Item 3- Disciplinary Information

Registered investment advisers are required to disclose all material facts regarding any legal or disciplinary events that would be material to your evaluation of each supervised person providing investment advice. No information is applicable to this Item.

Item 4- Other Business Activities

Mr. Christopher Martin is a registered representative of USI Securities, Inc. (a securities broker-dealer Member FINRA/SIPC affiliated with USI Advisors, Inc.) and also has his Connecticut Life Insurance License. The firm does not perceive a conflict of interest in Mr. Christopher Martin holding this role: as he is a salaried employee, does not have product or revenue related sales goals, and is not compensated based upon commissions or revenue generated through the implementation of the investment advice that he provides.

Other Credentials:

- Series 6 (Investment Company Products/Variable Contracts Limited Representative)
- Series 63 (Uniform Securities Agent State Law Examination)

Item 5- Additional Compensation

Mr. Christopher Martin does not receive any additional economic benefit from third parties for providing advisory services.

Item 6 - Supervision

USI Advisors, Inc. is responsible for the oversight of all of its supervised persons, including Mr. Christopher Martin. The advisory activity of Mr. Christopher Martin, including the investment advice that he provides, is reviewed, on an ongoing basis and (when possible) prior to dissemination, by the President of USI Advisors, Inc. (Mr. Michael Welz, 860-368-2908).

Additionally, the firm reviews Mr. Martin's activities as part of an annual firm internal examination. This examination is conducted by the firm's Chief Compliance Officer (Melinda Robidoux at (860) 368-2909). The CCO assesses the adequacy of the firm's policies, procedures and protocols and, on an ongoing basis, evaluates whether each supervised person is in compliance with both the firm's Written Supervisory Procedures and its Code of Ethics.

Item 1- Cover Page

Bob Cross, ASA, MAAA, FCA

President Central and Southern Regions of USI Consulting Group

900 South Gay Street, Suite 1796, Knoxville, TN 37902 (865) 523-8353

USI Advisors, Inc.

95 Glastonbury Blvd. Suite 102, Glastonbury, CT 06033

(860) 633-5283

January 17th, 2020

This Brochure Supplement provides information about Mr. Bob Cross that supplements the USI Advisors, Inc. Brochure. You should have received a copy of that Brochure. Please contact Melinda Robidoux at (860) 368-2909 if you did not receive USI Advisors, Inc.'s ("USI Advisors") Brochure or if you have any questions about the contents of this supplement.

Additional information about Mr. Bob Cross is available on the SEC's website at www.adviserinfo.sec.gov.

Item 2- Educational Background and Business Experience

Bob Cross (born in 1948)

Education:

- BS – Mathematics – University of Tennessee
- Masters – Actuarial Science – Georgia State University
- ASA – Associate of the Society of Actuaries – Conferred by the Society of Actuaries, this professional designation requires individuals to meet the following requirements: 5 examinations, an e-Learning course, validation of educational experiences outside the Society of Actuaries Education system (VEE) in Economics, Corporate Finance, and Applied Statistics, and a professionalism seminar.
- MAAA - Member of the American Academy of Actuaries – Requires one or more of the following:
    - Associateship in the Casualty Actuarial Society, associateship in the Society of Actuaries, M.S.P.A. or F.S.P.A. in the American Society of Pension Professionals and Actuaries, membership in the Conference of Consulting Actuaries,

enrolled actuary status under Title 3, Section C of the Employee Retirement Income Security Act of 1974, fellowship in the Canadian Institute of Actuaries, fellowship in the Institute & Faculty of Actuaries, membership in the Colegio Nacional de Actuarios in Mexico, fellowship in the Institute of Actuaries of Australia. Any other actuarial educational credentials must be approved by the Membership Committee and the Executive Committee.
    - A resident of the United States for at least three years, or a non-resident or new resident must certify their familiarity with U.S. laws and practices in their actuarial practice area which is intended to mean casualty, health, life, and pension.
- FCA – Fellow of the Conference of Actuaries in Public Practice – obtained by working at an insurance company, six years actuarial experience with three years in consulting, and ASA (Associate, Society of Actuaries)
- Series 65 (Uniform Investment Adviser Law Examination)

Business Experience (last five years):
- 2019 to present: President of Central Region of USI Consulting Group
- 1997 to 2019: President of the Southeast and Midwest Region of USI Consulting Group

Item 3- Disciplinary Information

Registered investment advisers are required to disclose all material facts regarding any legal or disciplinary events that would be material to your evaluation of each supervised person providing investment advice. No information is applicable to this Item.

Item 4- Other Business Activities

Mr. Bob Cross is a registered representative of USI Securities, Inc. (a securities broker-dealer Member FINRA/SIPC affiliated with USI Advisors, Inc.). Mr. Bob Cross is also the President of the Central and Southern Regions of USI Consulting Group. There are potential conflicts of interest in Mr. Bob Cross holding this role because a portion of the revenue that is directly related to his recommendations may increase his compensation.

USIA manages this potential conflict by fully disclosing to clients the total expenses of the product and compensation received by its affiliates for the sale of these products. They also limit Mr. Cross' recommendations to an approved list of investments and subject the approved investments to a due diligence process. Mr. Cross' recommendations will also be subject to the supervision and oversight delineated in USIA's Written Supervisory Procedures and will be tested for consistency with the client's financial goals and objectives as outlined in the supporting documentation provided by the client, including at time of

acceptance as an advisory client. This documentation frequently includes a detailed Investment Policy Statement adopted by the client and provided to USIA for purposes of formulating investment advice.

In addition, for certain clients subject to ERISA where USIA assumes a Fiduciary role with respect to its investment advice, total revenue received by affiliates for securities recommendations of Mr. Cross is subject to a reconciliation process that caps USIA's and Mr. Cross' compensation to no more than the advisory fees quoted to the client at the onset of the engagement.

Other Credentials

- Series 6 (Investment Company Products/Variable Contracts Limited Representative)
- Series 63 (Uniform Securities Agent State Law Examination)

Item 5- Additional Compensation

Mr. Bob Cross does not receive any additional economic benefit from third parties for providing advisory services.

Item 6 - Supervision

USI Advisors, Inc. is responsible for the oversight of all of its supervised persons, including Mr. Bob Cross. The advisory activity of Mr. Bob Cross, including the investment advice that he provides, is reviewed, on an ongoing basis and (when possible) prior to dissemination, by the President of USI Advisors, Inc. (Mr. Michael Welz, 860-368-2908).

Additionally, the firm reviews Mr. Cross's activities as part of an annual firm internal examination. This examination is conducted by the firm's Chief Compliance Officer (Melinda Robidoux at (860) 368-2909). The CCO assesses the adequacy of the firm's policies, procedures and protocols and, on an ongoing basis, evaluates whether each supervised person is in compliance with both the firm's Written Supervisory Procedures and its Code of Ethics.

Item 1- Cover Page

Edward Bronkhorst, CIMA®

Regional Senior Investment Consultant

900 South Gay Street, Suite 1796, Knoxville, TN 37902

(860) 652-1011

USI Advisors, Inc.

95 Glastonbury Blvd. Suite 102, Glastonbury, CT 06033

(860) 633-5283

January 17th, 2020

This Brochure Supplement provides information about Mr. Edward Bronkhorst that supplements the USI Advisors, Inc. Brochure. You should have received a copy of that Brochure. Please contact Melinda Robidoux at (860) 368-2909 if you did not receive USI Advisors, Inc.'s ("USI Advisors") Brochure or if you have any questions about the contents of this supplement.

Additional information about Mr. Edward Bronkhorst is available on the SEC's website at www.adviserinfo.sec.gov.

Item 2- Educational Background and Business Experience

Mr. Edward Bronkhorst (born in 1994)

Education:

- BS – Finance/Economics/Business Analytics/International Business - University of TN, Knoxville
- Series 65 (Uniform Investment Adviser Law Examination)
- CIMA (Certified Investment Management Analyst) – Conferred by Investments & Wealth Institute , this professional designation requires individuals to meet the following requirements: 3 years of financial services experience and an acceptable regulatory history. Candidates must pass an online Qualification Examination, successfully complete an in-class program at The Wharton School, University of Pennsylvania, or online through Yale School of Management, and pass an online Certification Examination. CIMA designees are required to adhere to Investments & Wealth Institute's Code of Professional Responsibility, Standards of Practice, and

Rules and Guidelines for Use of the Marks. CIMA designees must report 40 hours of continuing education credits, including two ethics hours, every two years to maintain the certification.

Business Experience (last five years):

- 2021 – Present: Regional Senior Investment Consultant & Relationship Manager at USI Advisors, Inc.
- 2019 – 2021: Investment Consultant & Relationship Manager at USI Advisors, Inc
- 2018 – 2019: Senior Investment and Data Specialist at USI Advisors, Inc.
- 2017 – 2018: Investment and Data Specialist at USI Advisors, Inc.

Item 3- Disciplinary Information

Registered investment advisers are required to disclose all material facts regarding any legal or disciplinary events that would be material to your evaluation of each supervised person providing investment advice. No information is applicable to this Item.

Item 4- Other Business Activities

Mr. Edward Bronkhorst is a registered representative of USI Securities, Inc. (a securities broker-dealer Member FINRA/SIPC affiliated with USI Advisors, Inc.). The firm does not perceive a conflict of interest in Mr. Edward Bronkhorst holding this role: as he is a salaried employee, does not have product or revenue related sales goals, and is not compensated based upon commissions or revenue generated through the implementation of the investment advice that he provides.

Other Credentials:

- Series 7 (General Securities Representative)
- Series 63 (Uniform Securities Agent State Law Examination)

Item 5- Additional Compensation

Mr. Edward Bronkhorst does not receive any additional economic benefit from third parties for providing advisory services.

Item 6 - Supervision

USI Advisors, Inc. is responsible for the oversight of all of its supervised persons, including Mr. Edward Bronkhorst. The advisory activity of Mr. Edward Bronkhorst, including the investment advice that he provides, is reviewed, on an ongoing basis and (when possible) prior to dissemination, by the President of USI Advisors, Inc. (Mr. Michael Welz, 860-368-2908).

Additionally, the firm reviews Mr. Bronkhorst's activities as part of an annual firm internal examination. This examination is conducted by the firm's Chief Compliance Officer (Melinda

Robidoux at (860) 368-2909). The CCO assesses the adequacy of the firm's policies, procedures and protocols and, on an ongoing basis, evaluates whether each supervised person is in compliance with both the firm's Written Supervisory Procedures and its Code of Ethics.

Item 1- Cover Page

Sarah Bruno, CFS®, QKA

Director of Operations

95 Glastonbury Blvd. Suite 102, Glastonbury CT 06033

(860) 368-2909

USI Advisors, Inc.

95 Glastonbury Blvd. Suite 102, Glastonbury, CT 06033

(860) 633-5283

January 31st, 2019

This Brochure Supplement provides information about Mrs. Sarah Bruno that supplements the USI Advisors, Inc. Brochure. You should have received a copy of that Brochure. Please contact Melinda Robidoux at (860) 368-2909 if you did not receive USI Advisors, Inc.'s ("USI Advisors") Brochure or if you have any questions about the contents of this supplement.

Additional information about Mrs. Sarah Bruno is available on the SEC's website at www.adviserinfo.sec.gov.

Item 2- Educational Background and Business Experience

Mrs. Sarah Bruno (born in 1983)

Education:

- BA – Mathematics – Central Connecticut State University
- Certified Fund Specialist – (CFS) Conferred by the Institute of Business and Finance, this professional designation requires individuals to meet the following requirements: A bachelor's degree, or 1 year of financial services work experience, the candidate must complete a Self Study Program (6 modules), three exams and a case study
- Series 66 (Uniform Combined State Law Examination)

Business Experience (last five years):

- 2023 to present: Director of Operations at USI Advisors, Inc.
- 2017 to 2023: Director of Operations and Chief Compliance Officer at USI Advisors, Inc.
- 2015 to 2017: Operations Manager & Chief Compliance Officer at USI Advisors, Inc.
- 2010 to 2015: Investment Analyst, Team Leader, and Chief Compliance Officer at USI Advisors, Inc.
- 2007 to 2010: Investment Analyst and Team Leader at USI Advisors, Inc.
- 2006 to 2007: Investment Analyst at USI Advisors, Inc.

Item 3- Disciplinary Information

Registered investment advisers are required to disclose all material facts regarding any legal or disciplinary events that would be material to your evaluation of each supervised person providing investment advice. No information is applicable to this Item.

Item 4- Other Business Activities

Mrs. Sarah Bruno is a registered representative of USI Securities, Inc. (a securities broker-dealer Member FINRA/SIPC affiliated with USI Advisors, Inc.). The firm does not perceive a conflict of interest in Mrs. Sarah Bruno holding this role: as she is a salaried employee, does not have product or revenue related sales goals, and is not compensated based upon commissions or revenue generated through the implementation of the investment advice that he provides.

Other Credentials:

- Series 7 (General Securities Representative)
- QKA

Item 5- Additional Compensation

Mrs. Sarah Bruno does not receive any additional economic benefit from third parties for providing advisory services.

Item 6 - Supervision

USI Advisors, Inc. is responsible for the oversight of all of its supervised persons, including Mrs. Sarah Bruno. The advisory activity of Mrs. Bruno, including the investment advice that she provides, is reviewed, on an ongoing basis and (when possible) prior to dissemination, by the President of USI Advisors, Inc. (Mr. Michael Welz, 860-368-2908).

Additionally, the firm reviews Mrs. Bruno's activities as part of an annual firm internal examination. This examination is conducted by the firm's Chief Compliance Officer (Melinda Robidoux at (860) 368-2909). The CCO assesses the adequacy of the firm's policies, procedures and protocols and, on an ongoing basis, evaluates whether each supervised person is in compliance with both the firm's Written Supervisory Procedures and its Code of Ethics.

Item 1- Cover Page

James Frits

Sales Executive, Executive Vice President

601 Union Street, Suite 1000, Seattle, WA 98101

(206) 441-6300

USI Advisors, Inc.

95 Glastonbury Blvd. Suite 102, Glastonbury, CT 06033

(860) 633-5283

March 12, 2019

This Brochure Supplement provides information about Mr. James Frits that supplements the USI Advisors, Inc. Brochure. You should have received a copy of that Brochure. Please contact Melinda Robidoux at (860) 368-2909 if you did not receive USI Advisors, Inc.'s ("USI Advisors") Brochure or if you have any questions about the contents of this supplement.

Additional information about Mr. James Frits is available on the SEC's website at www.adviserinfo.sec.gov.

Item 2- Educational Background and Business Experience

James Frits
Year of Birth: 1967

Education: Bachelor of Arts in Economics and Accounting from Claremont McKenna College, MBA in Finance from University of Oregon

Business background:

2017 to Present: Investment Adviser Representative – USI Advisors, Inc.
2003 to 2017: Investment Adviser Representative – Kibble & Prentice Holding Company (dba USI Kibble & Prentice)

Item 3- Disciplinary Information

USI Advisors is required to disclose all material facts regarding any legal or disciplinary events that would be material a client's evaluation of each supervised person providing investment advice. No information is applicable to this Item.

Item 4- Other Business Activities

USI Advisors is required to disclose any outside business activities or occupation for compensation that could potentially create a conflict of interest with clients. James Frits is currently additionally registered as an investment advisor representative for Columbia Pacific Wealth Management. This is a legacy advisory role stemming from a prior business line within USI, providing investment advisory services to individual high net worth clients. James Frits is not accepting any new individual investment advisory clients in this role. Given this role is static and intended to help service those existing clients with no connection to USI Advisors, we believe there are no perceived conflicts of interest from this outside business activity.

Item 5- Additional Compensation

Other than the outside business activity listed above, James Frits does not receive any additional economic benefit from third parties for providing advisory services.

Item 6 - Supervision

USI Advisors, Inc. is responsible for the oversight of all of its supervised persons, including Mr. James Frits. The advisory activity of Mr. James Frits, including the investment advice that he provides, is reviewed, on an ongoing basis and (when possible) prior to dissemination, by the President of USI Advisors, Inc. (Mr. Michael Welz, 860-368-2908).

Additionally, the firm reviews Mr. Frits's activities as part of an annual firm internal examination. This examination is conducted by the firm's Chief Compliance Officer (Melinda Robidoux (860)368-2929). The CCO assesses the adequacy of the firm's policies, procedures and protocols and, on an ongoing basis, evaluates whether each supervised person is in compliance with both the firm's Written Supervisory Procedures and its Code of Ethics.

Item 1- Cover Page

Michael van der Velden, AIF®

Senior Vice President

601 Union Street, Suite 1000, Seattle, WA 98101

(206) 441-6300

USI Advisors, Inc.

95 Glastonbury Blvd. Suite 102, Glastonbury, CT 06033

(860) 633-5283

January 31st, 2019

This Brochure Supplement provides information about Mr. Michael van der Velden that supplements the USI Advisors, Inc. Brochure. You should have received a copy of that Brochure. Please contact Melinda Robidoux at (860) 368-2909 if you did not receive USI Advisors, Inc.'s ("USI Advisors") Brochure or if you have any questions about the contents of this supplement.

Additional information about Mr. Michael van der Velden is available on the SEC's website at www.adviserinfo.sec.gov.

Item 2- Educational Background and Business Experience

Michael van der Velden
Year of Birth: 1964

Education: Bachelor of Arts in Finance and Economics from University of Notre Dame.

Certifications:

ACCREDITED INVESTMENT FIDUCIARY®

ACCREDITED INVESTMENT FIDUCIARY® and AIF® are federally-registered professional certification marks granted by the Center for Fiduciary Studies, LLC, a Fiduciary360 (fi306) company. An Accredited Investment Fiduciary certificant must demonstrate specialized knowledge of fiduciary standards of care in the investment management process. To attain the right to use the AIF® marks, an individual must satisfactorily fulfill the following requirements:

- Education – Complete a course of study addressing prudent practices for investment fiduciaries
- Examination – Pass the comprehensive, closed-book examination, which includes practical knowledge questions over a variety of topics related to fiduciary rules
- Ethics – Agree to comply with the AIF® Code of Ethics, which is annually renewed
- Continuing Education – Complete 6 hours of continuing education annually

To learn more about the AIF® designation, visit www.fi360.com.

Business background:

2017 to Present: Investment Adviser Representative – USI Advisors, Inc.
2003 to 2017: Investment Adviser Representative – Kibble & Prentice Holding Company (dba USI Kibble & Prentice)

Item 3- Disciplinary Information

USI Advisors is required to disclose all material facts regarding any legal or disciplinary events that would be material a client's evaluation of each supervised person providing investment advice. No information is applicable to this Item.

Item 4- Other Business Activities

USI Advisors is required to disclose any outside business activities or occupation for compensation that could potentially create a conflict of interest with clients. Michael van der Velden is not actively engaged in any such activities.

Item 5- Additional Compensation

Michael van der Velden does not receive any additional economic benefit from third parties for providing advisory services.

Item 6 - Supervision

USI Advisors, Inc. is responsible for the oversight of all of its supervised persons, including Mr. Michael van der Velden. The advisory activity of Mr. Michael van der Velden, including the investment advice that he provides, is reviewed, on an ongoing basis and (when possible) prior to dissemination, by the President of USI Advisors, Inc. (Mr. Michael Welz, 860-368-2908).

Additionally, the firm reviews Mr. van der Velden's activities as part of an annual firm internal examination. This examination is conducted by the firm's Chief Compliance Officer (Melinda Robidoux (860)368-2929). The CCO assesses the adequacy of the firm's policies, procedures and protocols and, on an ongoing basis, evaluates whether each supervised person is in compliance with both the firm's Written Supervisory Procedures and its Code of Ethics.

Item 1- Cover Page

Truong Tang, AIF®, CFS®

Assistant Vice President

601 Union Street, Suite 1000, Seattle, WA 98101

(206) 441-6300

USI Advisors, Inc.

95 Glastonbury Blvd. Suite 102, Glastonbury, CT 06033

860-633-5283

August 20th, 2019

This Brochure Supplement provides information about Mr. Truong Tang that supplements the USI Advisors, Inc. Brochure. You should have received a copy of that Brochure. Please contact Melinda Robidoux at (860) 368-2909 if you did not receive USI Advisors, Inc.'s ("USI Advisors") Brochure or if you have any questions about the contents of this supplement.

Additional information about Mr. Truong Tang is available on the SEC's website at www.adviserinfo.sec.gov.

Item 2- Educational Background and Business Experience

Truong Tang
Year of Birth: 1977

Education: Bachelor of Arts in Economics from Knox College.

Certifications:

ACCREDITED INVESTMENT FIDUCIARY®

ACCREDITED INVESTMENT FIDUCIARY® and AIF® are federally-registered professional certification marks granted by the Center for Fiduciary Studies, LLC, a Fiduciary360 (fi306) company. An Accredited Investment Fiduciary certificant must demonstrate specialized knowledge of fiduciary standards of care in the investment management process. To attain the right to use the AIF® marks, an individual must satisfactorily fulfill the following requirements:

- Education – Complete a course of study addressing prudent practices for investment fiduciaries
- Examination – Pass the comprehensive, closed-book examination, which includes practical knowledge questions over a variety of topics related to fiduciary rules
- Ethics – Agree to comply with the AIF® Code of Ethics, which is annually renewed
- Continuing Education – Complete 6 hours of continuing education annually

To learn more about the AIF® designation, visit www.fi360.com.

Certified Fund Specialist – (CFS) Conferred by the Institute of Business and Finance, this professional designation requires individuals to meet the following requirements: A bachelor's degree, or 1 year of financial services work experience, the candidate must complete a Self Study Program (6 modules), three exams and a case study

Business background:

- 2017 to Present: Investment Adviser Representative and Asst Vice President – USI Advisors, Inc.
- 2015 to Present: Insurance Agent– Kibble & Prentice Holding Company (dba USI Kibble & Prentice)
- 2001 to 2017: Investment Adviser Representative – Kibble & Prentice Holding Company (dba USI Kibble & Prentice)
- 2006 to 2015: Investment Consultant and Insurance Agent– Kibble & Prentice Holding Company (dba Kibble & Prentice, a USI Company)

Item 3- Disciplinary Information

USI Advisors is required to disclose all material facts regarding any legal or disciplinary events that would be material a client's evaluation of each supervised person providing investment advice. No information is applicable to this Item.

Item 4- Other Business Activities

USI Advisors is required to disclose any outside business activities or occupation for compensation that could potentially create a conflict of interest with clients. Currently, Truong Tang serves on the Fidelity Advisory Board as a panelist. Although USI Consulting Group my recommend Fidelity as an option for recordkeeping services during a provider search it is not a requirement that any client utilize Fidelity.

Item 5- Additional Compensation

Truong Tang does not receive any additional economic benefit from third parties for providing advisory services.

Item 6 - Supervision

USI Advisors, Inc. is responsible for the oversight of all of its supervised persons, including Mr. Truong Tang. The advisory activity of Mr. Truong Tang, including the investment advice that he provides, is reviewed, on an ongoing basis and (when possible) prior to dissemination, by the President of USI Advisors, Inc. (Mr. Michael Welz, 860-368-2908).

Additionally, the firm reviews Mr. Truong Tang's activities as part of an annual firm internal examination. This examination is conducted by the firm's Chief Compliance Officer (Melinda Robidoux (860)368-2929). The CCO assesses the adequacy of the firm's policies, procedures and protocols and, on an ongoing basis, evaluates whether each supervised person is in compliance with both the firm's Written Supervisory Procedures and its Code of Ethics.

Item 1- Cover Page

Alex Cabe, CFA

Senior Investment Consultant

3190 Fairview Park Drive #400, Falls Church, VA 22042

(571) 369-5128

USI Advisors, Inc.

95 Glastonbury Blvd. Suite 102, Glastonbury, CT 06033

(860) 633-5283

August 24th, 2018

This Brochure Supplement provides information about Mr. Alex Cabe that supplements the USI Advisors, Inc. Brochure. You should have received a copy of that Brochure. Please contact Melinda Robidoux at (860) 368-2909 if you did not receive USI Advisors, Inc.'s ("USI Advisors") Brochure or if you have any questions about the contents of this supplement.

Additional information about Mr. Alex Cabe is available on the SEC's website at www.adviserinfo.sec.gov.

Item 2- Educational Background and Business Experience

Mr. Alex Cabe (born in 1969)

Education:

- BS – Finance – La Salle University
- MBA – Lubin School of Business, Pace University
- CFA (Chartered Financial Analyst) – Conferred by the CFA Institute, this professional designation requires individuals to meet the following requirements:
  - Complete the CFA Program - Self-study program (250 hours of study for each of the 3 levels)
  - Pledge to adhere to the CFA Institute Code of Ethics and Standards of Professional Conduct
  - Have four years of qualified investment work experience
  - Become a regular member of CFA Institute and apply for membership to a local CFA member society.

Business Experience (last five years):

- 2018 to present: Investment Consultant at USI Advisors, Inc.
- 2012 - 2015: Vice President, Group Investment Manager at Argus Group Holdings Ltd
- 1998 - 2011: Senior Investment Manager at McKinsey & Company, MIO Partners Inc.

Item 3- Disciplinary Information

Registered investment advisers are required to disclose all material facts regarding any legal or disciplinary events that would be material to your evaluation of each supervised person providing investment advice. No information is applicable to this Item.

Item 4- Other Business Activities

Mr. Alex Cabe has no other business activities and therefore has no conflicts of interest within his role.

Item 5- Additional Compensation

Mr. Alex Cabe does not receive any additional economic benefit from third parties for providing advisory services.

Item 6 - Supervision

USI Advisors, Inc. is responsible for the oversight of all of its supervised persons, including Mr. Alex Cabe. The advisory activity of Mr. Alex Cabe, including the investment advice that he provides, is reviewed, on an ongoing basis and (when possible) prior to dissemination, by the President of USI Advisors, Inc. (Mr. Michael Welz, 860-368-2908).

Additionally, the firm reviews Mr. Cabe's activities as part of an annual firm internal examination. This examination is conducted by the firm's Chief Compliance Officer (Melinda Robidoux at (860) 368-2909). The CCO assesses the adequacy of the firm's policies, procedures and protocols and, on an ongoing basis, evaluates whether each supervised person is in compliance with both the firm's Written Supervisory Procedures and its Code of Ethics.

Item 1- Cover Page

Stephen Yeung AIF®

Senior Investment Consultant

725 RXR Plaza - East Tower, Uniondale, NY 11556

(516) 534-3446

USI Advisors, Inc.

95 Glastonbury Blvd. Suite 102, Glastonbury, CT 06033

(860) 633-5283

April 30th, 2019

This Brochure Supplement provides information about Mr. Stephen Yeung that supplements the USI Advisors, Inc. Brochure. You should have received a copy of that Brochure. Please contact Melinda Robidoux at (860) 368-2909 if you did not receive USI Advisors, Inc.'s ("USI Advisors") Brochure or if you have any questions about the contents of this supplement.

Additional information about Mr. Stephen Yeung is available on the SEC's website at www.adviserinfo.sec.gov.

Item 2- Educational Background and Business Experience

Mr. Stephen Yeung (born in 1980)

Education:

- BS – Mathematics – Stony Brook University
- Series 65 (Uniform Investment Adviser Law Examination)

Certifications:

ACCREDITED INVESTMENT FIDUCIARY®

ACCREDITED INVESTMENT FIDUCIARY® and AIF® are federally-registered professional certification marks granted by the Center for Fiduciary Studies, LLC, a Fiduciary360 (fi360) company. An Accredited Investment Fiduciary certificant must demonstrate specialized knowledge of fiduciary standards of care in the investment management process. To attain the right to use the AIF® marks, an individual must satisfactorily fulfill the following requirements:

- Education – Complete a course of study addressing prudent practices for investment fiduciaries
- Examination – Pass the comprehensive, closed-book examination, which includes practical knowledge questions over a variety of topics related to fiduciary rules
- Ethics – Agree to comply with the AIF® Code of Ethics, which is annually renewed
- Continuing Education – Complete 6 hours of continuing education annually

To learn more about the AIF® designation, visit www.fi360.com.

Business Experience (last five years):

- 2019 to present: Senior Investment Consultant at USI Advisors, Inc.
- 2019: VP, Director of Advisory Services at Chernoff Diamond & Co., LLC
- 2009 - 2019: Investment Advisor Representative of M Holdings Securities, Inc.
- 2006 to 2019: Retirement Plans Fiduciary Advisor Chernoff Diamond & Co., LLC

Item 3- Disciplinary Information

Registered investment advisers are required to disclose all material facts regarding any legal or disciplinary events that would be material to your evaluation of each supervised person providing investment advice. No information is applicable to this Item.

Item 4- Other Business Activities

USI Advisors is required to disclose any outside business activities or occupation for compensation that could potentially create a conflict of interest with clients. Stephen Yeung is not actively engaged in any such activities.

Item 5- Additional Compensation

Mr. Stephen Yeung does not receive any additional economic benefit from third parties for providing advisory services.

Item 6 - Supervision

USI Advisors, Inc. is responsible for the oversight of all of its supervised persons, including Mr. Stephen Yeung. The advisory activity of Mr. Yeung, including the investment advice that he provides, is reviewed, on an ongoing basis and (when possible) prior to dissemination, by the President of USI Advisors, Inc. (Mr. Michael Welz, 860-368-2908).

Additionally, the firm reviews Mr. Yeung's activities as part of an annual firm internal examination. This examination is conducted by the firm's Chief Compliance Officer (Melinda Robidoux at (860) 368-2909). The CCO assesses the adequacy of the firm's policies, procedures and protocols and, on an ongoing basis, evaluates whether each supervised person is in compliance with both the firm's Written Supervisory Procedures and its Code of Ethics.

Item 1- Cover Page

Douglas LaMendola

Practice Leader, Defined Contribution Consulting Group

725 RXR Plaza - East Tower, Uniondale, NY 11556

(516) 534-3562

USI Advisors, Inc.

95 Glastonbury Blvd. Suite 102, Glastonbury, CT 06033

(860) 633-5283

April 30th, 2019

This Brochure Supplement provides information about Mr. Douglas LaMendola that supplements the USI Advisors, Inc. Brochure. You should have received a copy of that Brochure. Please contact Melinda Robidoux at (860) 368-2909 if you did not receive USI Advisors, Inc.'s ("USI Advisors") Brochure or if you have any questions about the contents of this supplement.

Additional information about Mr. Douglas LaMendola is available on the SEC's website at www.adviserinfo.sec.gov.

Item 2- Educational Background and Business Experience

Mr. Douglas LaMendola (born in 1977)

Education:

- BA – Politics – Fairfield University
- Series 65 (Uniform Investment Adviser Law Examination)

Business Experience (last five years):

- 2019 to present: Executive Vice President of Retirement Plan Services at USI Consulting Group
- 2019 to present: Investment Advisor Representative of USI Advisors, Inc.
- 2019: Executive Vice President of Retirement Plan Services at Chernoff Diamond & Co., LLC
- 2018 - 2019: Senior Vice President & Senior Retirement Plan Consultant at Chernoff Diamond & Co., LLC

- 2015 - 2017: Vice President & Senior Retirement Plan Consultant at Chernoff Diamond & Co., LLC
- 2009 - 2019: Investment Advisor Representative of M Holdings Securities, Inc.

Item 3- Disciplinary Information

Registered investment advisers are required to disclose all material facts regarding any legal or disciplinary events that would be material to your evaluation of each supervised person providing investment advice. No information is applicable to this Item.

Item 4- Other Business Activities

USI Advisors is required to disclose any outside business activities or occupation for compensation that could potentially create a conflict of interest with clients.

Douglas LaMendola also engages in the following outside business activities:

1. Cherry Bekaert Benefits Consulting; not investment-related; 725 RXR Plaza - East Tower, Uniondale, NY11556; 11/1/2013; 0 hrs. per month, 0 hrs. during trading; no compensation.

2. Cohn Reznick Benefits Consultants; not investment-related; 725 RXR Plaza - East Tower, Uniondale, NY11556; insurance/pension-related services; 2006; 0 hrs. per month, 0 hrs. during trading; no compensation.

Item 5- Additional Compensation

Mr. Douglas LaMendola does not receive any additional economic benefit from third parties for providing advisory services.

Item 6 - Supervision

USI Advisors, Inc. is responsible for the oversight of all of its supervised persons, including Mr. Douglas LaMendola. The advisory activity of Mr. LaMendola, including the investment advice that he provides, is reviewed, on an ongoing basis and (when possible) prior to dissemination, by the President of USI Advisors, Inc. (Mr. Michael Welz, 860-368-2908).

Additionally, the firm reviews Mr. LaMendola's activities as part of an annual firm internal examination. This examination is conducted by the firm's Chief Compliance Officer (Melinda Robidoux at (860) 368-2909). The CCO assesses the adequacy of the firm's policies, procedures and protocols and, on an ongoing basis, evaluates whether each supervised person is in compliance with both the firm's Written Supervisory Procedures and its Code of Ethics.

Item 1- Cover Page

Derek Bailey, AIF®, CRPS®

Senior Investment Consultant

9394 West Dodge Rd., Suite 250, Omaha, NE 68114

(402) 408-5352

USI Advisors, Inc.

95 Glastonbury Blvd. Suite 102, Glastonbury, CT 06033

(860) 633-5283

May 1st, 2020

This Brochure Supplement provides information about Mr. Derek Bailey that supplements the USI Advisors, Inc. Brochure. You should have received a copy of that Brochure. Please contact Melinda Robidoux at (860) 368-2909 if you did not receive USI Advisors, Inc.'s ("USI Advisors") Brochure or if you have any questions about the contents of this supplement.

Additional information about Mr. Derek Bailey is available on the SEC's website at www.adviserinfo.sec.gov.

Item 2- Educational Background and Business Experience

Mr. Derek Bailey (born in 1980)

Education:

- BS – Telecommunication Management– University of Nebraska Kearney
- Series 65 (Uniform Investment Adviser Law Examination)

Business Experience (last five years):

- 2020 to present: Senior Investment Consultant at USI Advisors
- 2007 - 2020: Retirement Plan Consultant at Marcotte

Certifications:

ACCREDITED INVESTMENT FIDUCIARY®

ACCREDITED INVESTMENT FIDUCIARY® and AIF® are federally-registered professional certification marks granted by the Center for Fiduciary Studies, LLC, a Fiduciary360 (fi306)

company. An Accredited Investment Fiduciary certificant must demonstrate specialized knowledge of fiduciary standards of care in the investment management process. To attain the right to use the AIF® marks, an individual must satisfactorily fulfill the following requirements:

- Education – Complete a course of study addressing prudent practices for investment fiduciaries
- Examination – Pass the comprehensive, closed-book examination, which includes practical knowledge questions over a variety of topics related to fiduciary rules
- Ethics – Agree to comply with the AIF® Code of Ethics, which is annually renewed
- Continuing Education – Complete 6 hours of continuing education annually

To learn more about the AIF® designation, visit www.fi360.com.

Item 3- Disciplinary Information

Registered investment advisers are required to disclose all material facts regarding any legal or disciplinary events that would be material to your evaluation of each supervised person providing investment advice. No information is applicable to this Item.

Item 4- Other Business Activities

USI Advisors is required to disclose any outside business activities or occupation for compensation that could potentially create a conflict of interest with clients.

Mr. Derek Bailey does has no other business activities and therefore has no conflicts of interest within his role.

Other Credentials:

- Series 6 (Investment Company Products/Variable Contracts Limited Representative)
- Series 63 (Uniform Securities Agent State Law Examination)
- SIE - Securities Industry Essentials Examination
- CRPS® - Chartered Retirement Plans Specialist

Item 5- Additional Compensation

Mr. Derek Bailey does not receive any additional economic benefit from third parties for providing advisory services.

Item 6 - Supervision

USI Advisors, Inc. is responsible for the oversight of all of its supervised persons, including Mr. Derek Bailey. The advisory activity of Mr. Bailey, including the investment advice that he

provides, is reviewed, on an ongoing basis and (when possible) prior to dissemination, by the President of USI Advisors, Inc. (Mr. Michael Welz, 860-368-2908).

Additionally, the firm reviews Mr. Derek Bailey's activities as part of an annual firm internal examination. This examination is conducted by the firm's Chief Compliance Officer (Melinda Robidoux at (860) 368-2909). The CCO assesses the adequacy of the firm's policies, procedures and protocols and, on an ongoing basis, evaluates whether each supervised person is in compliance with both the firm's Written Supervisory Procedures and its Code of Ethics.

Item 1- Cover Page

Austin Robinson

Investment & Data Specialist

900 South Gay Street, Suite 1796, Knoxville, Tennessee 37902

(865) 450-1915

USI Advisors, Inc.

95 Glastonbury Blvd. Suite 102, Glastonbury, CT 06033

(860) 633-5283

August 18th, 2020

This Brochure Supplement provides information about Mr. Austin Robinson that supplements the USI Advisors, Inc. Brochure. You should have received a copy of that Brochure. Please contact Melinda Robidoux at (860) 368-2909 if you did not receive USI Advisors, Inc.'s ("USI Advisors") Brochure or if you have any questions about the contents of this supplement.

Additional information about Mr. Austin Robinson is available on the SEC's website at www.adviserinfo.sec.gov.

Item 2- Educational Background and Business Experience

Mr. Austin Robinson (born in 1993)

Education:

- BA – Economics– The University of Tennessee, Knoxville.
- Series 65 (Uniform Investment Adviser Law Examination)
- CFA (Chartered Financial Analyst) – Conferred by the CFA Institute, this professional designation requires individuals to meet the following requirements:
  - Complete the CFA Program - Self-study program (250 hours of study for each of the 3 levels)
  - Pledge to adhere to the CFA Institute Code of Ethics and Standards of Professional Conduct
  - Have four years of qualified investment work experience
  - Become a regular member of CFA Institute and apply for membership to a local CFA member society.

Business Experience (last five years):

- 2019 to present: Investment & Data Specialist at USI Advisors
- 2018 – 2019: Portfolio Manager at Leading Edge Asset Management
- 2014-2018: Student at The University of Tennessee

Item 3- Disciplinary Information

Registered investment advisers are required to disclose all material facts regarding any legal or disciplinary events that would be material to your evaluation of each supervised person providing investment advice. No information is applicable to this Item.

Item 4- Other Business Activities

USI Advisors is required to disclose any outside business activities or occupation for compensation that could potentially create a conflict of interest with clients.

Mr. Austin Robinson does has no other business activities and therefore has no conflicts of interest within her role.

Item 5- Additional Compensation

Mr. Austin Robinson does not receive any additional economic benefit from third parties for providing advisory services.

Item 6 - Supervision

USI Advisors, Inc. is responsible for the oversight of all of its supervised persons, including Mr. Austin Robinson. The advisory activity of Mr. Robinson, including the investment advice that he provides, is reviewed, on an ongoing basis and (when possible) prior to dissemination, by the President of USI Advisors, Inc. (Mr. Michael Welz, 860-368-2908).

Additionally, the firm reviews Mr. Austin Robinson's activities as part of an annual firm internal examination. This examination is conducted by the firm's Chief Compliance Officer (Melinda Robidoux at (860) 368-2909). The CCO assesses the adequacy of the firm's policies, procedures and protocols and, on an ongoing basis, evaluates whether each supervised person is in compliance with both the firm's Written Supervisory Procedures and its Code of Ethics.

Item 1- Cover Page

Michael Habermann, AIF®, ChFC®

Investment Consultant

8000 Norman Center Dr, Suite 400 | Bloomington, MN 55437

(952) 322-9073

USI Advisors, Inc.

95 Glastonbury Blvd. Suite 102, Glastonbury, CT 06033

(860) 633-5283

September 18th, 2020

This Brochure Supplement provides information about Mr. Michael Habermann that supplements the USI Advisors, Inc. Brochure. You should have received a copy of that Brochure. Please contact Melinda Robidoux at (860) 368-2909 if you did not receive USI Advisors, Inc.'s ("USI Advisors") Brochure or if you have any questions about the contents of this supplement.

Additional information about Mr. Michael Habermann is available on the SEC's website at www.adviserinfo.sec.gov.

Item 2- Educational Background and Business Experience

Mr. Michael Habermann (born in 1976)

Education:

- BA – Sociology - University of Minnesota - Twin Cities
- AA - Normandale Community College

Business Experience (last five years):

- 2020 to Present: Investment Consultant at USI Advisors, Inc.
- 2004 – 2020: Retirement Plan Consultant, Vice President Client Service Manager at Associated Financial Group, LLC

Certifications:

ACCREDITED INVESTMENT FIDUCIARY®

ACCREDITED INVESTMENT FIDUCIARY® and AIF® are federally-registered professional certification marks granted by the Center for Fiduciary Studies, LLC, a Fiduciary360 (fi306) company. An Accredited Investment Fiduciary certificant must demonstrate specialized knowledge of fiduciary standards of care in the investment management process. To attain the right to use the AIF® marks, an individual must satisfactorily fulfill the following requirements:

- Education – Complete a course of study addressing prudent practices for investment fiduciaries
- Examination – Pass the comprehensive, closed-book examination, which includes practical knowledge questions over a variety of topics related to fiduciary rules
- Ethics – Agree to comply with the AIF® Code of Ethics, which is annually renewed
- Continuing Education – Complete 6 hours of continuing education annually

To learn more about the AIF® designation, visit www.fi360.com.

Chartered Financial Consultant® (ChFC)

Conferred by The American College, this professional designation requires individuals to meet the following requirements:

- Three years of full-time business experience within the five years preceding the awarding of the designation
- Seven core and two elective courses, equivalent of 27 semester credit hours
- Final closed-book, proctored exam for each course
- 30 CE credits every two years

Item 3- Disciplinary Information

Registered investment advisers are required to disclose all material facts regarding any legal or disciplinary events that would be material to your evaluation of each supervised person providing investment advice. No information is applicable to this Item.

Item 4- Other Business Activities

Mr. Michael Habermann is a registered representative of USI Securities, Inc. (a securities broker-dealer Member FINRA/SIPC affiliated with USI Advisors, Inc.). The firm does not perceive a conflict of interest in Mr. Michael Habermann holding this role: as he is a salaried employee, does not have product or revenue related sales goals, and is not compensated based upon commissions or revenue generated through the implementation of the investment advice that he provides.

Other Credentials:

- Series 7 (General Securities Representative)
- Series 63 (Uniform Securities Agent State Law Examination)
- Series 24 (General Securities Principal Exam)
- Chartered Life Underwriter (CLU)

Item 5- Additional Compensation

Mr. Michael Habermann does not receive any additional economic benefit from third parties for providing advisory services.

Item 6 - Supervision

USI Advisors, Inc. is responsible for the oversight of all of its supervised persons, including Mr. Michael Habermann. The advisory activity of Mr. Habermann, including the investment advice that he provides, is reviewed, on an ongoing basis and (when possible) prior to dissemination, by the President of USI Advisors, Inc. (Mr. Michael Welz, 860-368-2908).

Additionally, the firm reviews Mr. Michael Habermann's activities as part of an annual firm internal examination. This examination is conducted by the firm's Chief Compliance Officer (Melinda Robidoux at (860) 368-2909). The CCO assesses the adequacy of the firm's policies, procedures and protocols and, on an ongoing basis, evaluates whether each supervised person is in compliance with both the firm's Written Supervisory Procedures and its Code of Ethics.

Item 1- Cover Page

Ryan Boutwell, AIF®, CEBS®

Investment Consultant

8000 Norman Center Dr, Suite 610 | Bloomington, MN 55437

(952) 945-0200

USI Advisors, Inc.

95 Glastonbury Blvd. Suite 102, Glastonbury, CT 06033

(860) 633-5283

August 26th, 2020

This Brochure Supplement provides information about Mr. Ryan Boutwell that supplements the USI Advisors, Inc. Brochure. You should have received a copy of that Brochure. Please contact Melinda Robidoux at (860) 368-2909 if you did not receive USI Advisors, Inc.'s ("USI Advisors") Brochure or if you have any questions about the contents of this supplement.

Additional information about Mr. Ryan Boutwell is available on the SEC's website at www.adviserinfo.sec.gov.

Item 2- Educational Background and Business Experience

Mr. Ryan Boutwell (born in 1977)

Education:

- BS – Information Management - Gustavus Adolphus College
- Series 65 (Uniform Investment Adviser Law Examination)

Business Experience (last five years):

- 2020 to Present: Investment Consultant at USI Advisors, Inc.
- 2015 – 2020: Retirement Plan Consultant at Associated Financial Group, LLC

Certifications:

ACCREDITED INVESTMENT FIDUCIARY®

ACCREDITED INVESTMENT FIDUCIARY® and AIF® are federally-registered professional certification marks granted by the Center for Fiduciary Studies, LLC, a Fiduciary360 (fi306) company. An Accredited Investment Fiduciary certificant must demonstrate specialized knowledge of fiduciary standards of care in the investment management process. To attain the right to use the AIF® marks, an individual must satisfactorily fulfill the following requirements:

- Education – Complete a course of study addressing prudent practices for investment fiduciaries
- Examination – Pass the comprehensive, closed-book examination, which includes practical knowledge questions over a variety of topics related to fiduciary rules
- Ethics – Agree to comply with the AIF® Code of Ethics, which is annually renewed
- Continuing Education – Complete 6 hours of continuing education annually

To learn more about the AIF® designation, visit www.fi360.com.

The Certified Employee Benefit Specialist (CEBS)

Conferred by International Foundation of Employee Benefit Plans and Wharton School of the University of Pennsylvania, this professional designation requires individuals to meet the following requirements:

- Six required courses and two electives from CEBS curriculum
- Computer-based test for each course
- 30 CE credits every two years

Item 3- Disciplinary Information

Registered investment advisers are required to disclose all material facts regarding any legal or disciplinary events that would be material to your evaluation of each supervised person providing investment advice. No information is applicable to this Item.

Item 4- Other Business Activities

Mr. Ryan Boutwell is a registered representative of USI Securities, Inc. (a securities broker-dealer Member FINRA/SIPC affiliated with USI Advisors, Inc.). The firm does not perceive a conflict of interest in Mr. Ryan Boutwell holding this role: as he is a salaried employee, does not have product or revenue related sales goals, and is not compensated based upon commissions or revenue generated through the implementation of the investment advice that he provides.

Other Credentials:

- Series 7 (General Securities Representative)
- Series 63 (Uniform Securities Agent State Law Examination)

Item 5- Additional Compensation

Mr. Ryan Boutwell does not receive any additional economic benefit from third parties for providing advisory services.

Item 6 - Supervision

USI Advisors, Inc. is responsible for the oversight of all of its supervised persons, including Mr. Ryan Boutwell. The advisory activity of Mr. Boutwell, including the investment advice that he provides, is reviewed, on an ongoing basis and (when possible) prior to dissemination, by the President of USI Advisors, Inc. (Mr. Michael Welz, 860-368-2908).

Additionally, the firm reviews Mr. Ryan Boutwell's activities as part of an annual firm internal examination. This examination is conducted by the firm's Chief Compliance Officer (Melinda Robidoux at (860) 368-2909). The CCO assesses the adequacy of the firm's policies, procedures and protocols and, on an ongoing basis, evaluates whether each supervised person is in compliance with both the firm's Written Supervisory Procedures and its Code of Ethics.

Item 1- Cover Page

Troy Larsen, AIF®, CEBS®

Investment Consultant

8000 Norman Center Dr, Suite 400 | Bloomington, MN 55437

(952) 945-9292

USI Advisors, Inc.

95 Glastonbury Blvd. Suite 102, Glastonbury, CT 06033

(860) 633-5283

September 16th, 2020

This Brochure Supplement provides information about Mr. Troy Larsen that supplements the USI Advisors, Inc. Brochure. You should have received a copy of that Brochure. Please contact Melinda Robidoux at (860) 368-2909 if you did not receive USI Advisors, Inc.'s ("USI Advisors") Brochure or if you have any questions about the contents of this supplement.

Additional information about Mr. Troy Larsen is available on the SEC's website at www.adviserinfo.sec.gov.

Item 2- Educational Background and Business Experience

Mr. Troy Larsen (born in 1975)

Education:

- BA – Business Administration - University of North Dakota

Business Experience (last five years):

- 2020 to Present: Investment Consultant at USI Advisors, Inc.
- 2011 – 2020: Retirement Plan Consultant at Associated Financial Group, LLC

Certifications:

ACCREDITED INVESTMENT FIDUCIARY®

ACCREDITED INVESTMENT FIDUCIARY® and AIF® are federally-registered professional certification marks granted by the Center for Fiduciary Studies, LLC, a Fiduciary360 (fi306) company. An Accredited Investment Fiduciary certificant must demonstrate specialized

knowledge of fiduciary standards of care in the investment management process. To attain the right to use the AIF® marks, an individual must satisfactorily fulfill the following requirements:

- Education – Complete a course of study addressing prudent practices for investment fiduciaries
- Examination – Pass the comprehensive, closed-book examination, which includes practical knowledge questions over a variety of topics related to fiduciary rules
- Ethics – Agree to comply with the AIF® Code of Ethics, which is annually renewed
- Continuing Education – Complete 6 hours of continuing education annually

To learn more about the AIF® designation, visit www.fi360.com.

The Certified Employee Benefit Specialist (CEBS)

Conferred by International Foundation of Employee Benefit Plans and Wharton School of the University of Pennsylvania, this professional designation requires individuals to meet the following requirements:

- Six required courses and two electives from CEBS curriculum
- Computer-based test for each course
- 30 CE credits every two years

Item 3- Disciplinary Information

Registered investment advisers are required to disclose all material facts regarding any legal or disciplinary events that would be material to your evaluation of each supervised person providing investment advice. No information is applicable to this Item.

Item 4- Other Business Activities

Mr. Troy Larsen is a registered representative of USI Securities, Inc. (a securities broker-dealer Member FINRA/SIPC affiliated with USI Advisors, Inc.). The firm does not perceive a conflict of interest in Mr. Troy Larsen holding this role: as he is a salaried employee, does not have product or revenue related sales goals, and is not compensated based upon commissions or revenue generated through the implementation of the investment advice that he provides.

Other Credentials:

- Series 7 (General Securities Representative)
- Series 63 (Uniform Securities Agent State Law Examination)

Item 5- Additional Compensation

Mr. Troy Larsen does not receive any additional economic benefit from third parties for providing advisory services.

Item 6 - Supervision

USI Advisors, Inc. is responsible for the oversight of all of its supervised persons, including Mr. Troy Larsen. The advisory activity of Mr. Larsen, including the investment advice that he provides, is reviewed, on an ongoing basis and (when possible) prior to dissemination, by the President of USI Advisors, Inc. (Mr. Michael Welz, 860-368-2908).

Additionally, the firm reviews Mr. Troy Larsen's activities as part of an annual firm internal examination. This examination is conducted by the firm's Chief Compliance Officer (Melinda Robidoux at (860) 368-2909). The CCO assesses the adequacy of the firm's policies, procedures and protocols and, on an ongoing basis, evaluates whether each supervised person is in compliance with both the firm's Written Supervisory Procedures and its Code of Ethics.

Item 1- Cover Page

Scott Waskiewicz, AIF®

Investment Consultant

95 Glastonbury Boulevard Suite 102, Glastonbury CT 06033

(860) 652-1030

USI Advisors, Inc.

95 Glastonbury Blvd. Suite 102, Glastonbury, CT 06033

(860) 633-5283

September 18th, 2020

This Brochure Supplement provides information about Mr. Scott Waskiewicz that supplements the USI Advisors, Inc. Brochure. You should have received a copy of that Brochure. Please contact Melinda Robidoux at (860) 368-2909 if you did not receive USI Advisors, Inc.'s ("USI Advisors") Brochure or if you have any questions about the contents of this supplement.

Additional information about Mr. Scott Waskiewicz is available on the SEC's website at www.adviserinfo.sec.gov.

Item 2- Educational Background and Business Experience

Mr. Scott Waskiewicz (born in 1989)

Education:

- BS – Providence College
- MBA – Providence College School of Business
- Series 65 (Uniform Investment Adviser Law Examination)

Business Experience (last five years):

- 2021 to Present: Investment Consultant at USI Advisors, Inc.
- 2016 – 2021: Regional Sales Representative, Amundi (Amundi/Pioneer)

Certifications:

ACCREDITED INVESTMENT FIDUCIARY®

ACCREDITED INVESTMENT FIDUCIARY® and AIF® are federally-registered professional certification marks granted by the Center for Fiduciary Studies, LLC, a Fiduciary360 (fi306) company. An Accredited Investment Fiduciary certificant must demonstrate specialized knowledge of fiduciary standards of care in the investment management process. To attain the right to use the AIF® marks, an individual must satisfactorily fulfill the following requirements:

- Education – Complete a course of study addressing prudent practices for investment fiduciaries
- Examination – Pass the comprehensive, closed-book examination, which includes practical knowledge questions over a variety of topics related to fiduciary rules
- Ethics – Agree to comply with the AIF® Code of Ethics, which is annually renewed
- Continuing Education – Complete 6 hours of continuing education annually

To learn more about the AIF® designation, visit www.fi360.com.

Item 3- Disciplinary Information

Registered investment advisers are required to disclose all material facts regarding any legal or disciplinary events that would be material to your evaluation of each supervised person providing investment advice. No information is applicable to this Item.

Item 4- Other Business Activities

USI Advisors is required to disclose any outside business activities or occupation for compensation that could potentially create a conflict of interest with clients.

Mr. Scott Waskiewicz has no other business activities and therefore has no conflicts of interest within his role.

Other Credentials:

- Series 6 (Investment Company Products/Variable Contracts Limited Representative)
- Series 7 (General Securities Representative)
- Series 63 (Uniform Securities Agent State Law Examination)

Item 5- Additional Compensation

Mr. Scott Waskiewicz does not receive any additional economic benefit from third parties for providing advisory services.

Item 6 - Supervision

USI Advisors, Inc. is responsible for the oversight of all of its supervised persons, including Mr. Scott Waskiewicz. The advisory activity of Mr. Waskiewicz, including the investment advice that he provides, is reviewed, on an ongoing basis and (when possible) prior to dissemination, by the President of USI Advisors, Inc. (Mr. Michael Welz, 860-368-2908).

Additionally, the firm reviews Mr. Scott Waskiewicz's activities as part of an annual firm internal examination. This examination is conducted by the firm's Chief Compliance Officer (Melinda Robidoux at (860) 368-2909). The CCO assesses the adequacy of the firm's policies, procedures and protocols and, on an ongoing basis, evaluates whether each supervised person is in compliance with both the firm's Written Supervisory Procedures and its Code of Ethics.

Item 1- Cover Page

Nikolas Venuto

Investment Consultant

4370 La Jolla Village Drive, Suite 310 | San Diego, CA 92122

(858) 477-9213

USI Advisors, Inc.

95 Glastonbury Blvd. Suite 102, Glastonbury, CT 06033

(860) 633-5283

February 3rd, 2022

This Brochure Supplement provides information about Mr. Nikolas Venuto that supplements the USI Advisors, Inc. Brochure. You should have received a copy of that Brochure. Please contact Melinda Robidoux at (860) 368-2909 if you did not receive USI Advisors, Inc.'s ("USI Advisors") Brochure or if you have any questions about the contents of this supplement.

Additional information about Mr. Nikolas Venuto is available on the SEC's website at www.adviserinfo.sec.gov.

Item 2- Educational Background and Business Experience

Mr. Nikolas Venuto (born in 1994)

Education:

- BS – Business Administration – Bucknell University, PA

Business Experience (last five years):

- 2021 to Present: Investment Consultant at USI Advisors, Inc.
- 2019 – 2021: Senior Financial Analyst MyCIO Wealth Partners
- 2017 – 2018: Audit Senior Assistant, Deloitte and Touche

Item 3- Disciplinary Information

Registered investment advisers are required to disclose all material facts regarding any legal or disciplinary events that would be material to your evaluation of each supervised person providing investment advice. No information is applicable to this Item.

Item 4- Other Business Activities

USI Advisors is required to disclose any outside business activities or occupation for compensation that could potentially create a conflict of interest with clients. Nikolas Venuto is not actively engaged in any such activities.

Item 5- Additional Compensation

Mr. Nikolas Venuto does not receive any additional economic benefit from third parties for providing advisory services.

Item 6 - Supervision

USI Advisors, Inc. is responsible for the oversight of all of its supervised persons, including Mr. Nikolas Venuto. The advisory activity of Mr. Venuto, including the investment advice that he provides, is reviewed, on an ongoing basis and (when possible) prior to dissemination, by the President of USI Advisors, Inc. (Mr. Michael Welz, 860-368-2908).

Additionally, the firm reviews Mr. Nikolas Venuto's activities as part of an annual firm internal examination. This examination is conducted by the firm's Chief Compliance Officer (Melinda Robidoux at (860) 368-2909). The CCO assesses the adequacy of the firm's policies, procedures and protocols and, on an ongoing basis, evaluates whether each supervised person is in compliance with both the firm's Written Supervisory Procedures and its Code of Ethics.

Item 1- Cover Page

Jacob Soinski

Investment Consultant

1001 Lakeside Avenue, Suite 1200 | Cleveland, OH 44114

(610) 619-5624

USI Advisors, Inc.

95 Glastonbury Blvd. Suite 102, Glastonbury, CT 06033

(860) 633-5283

September 20th, 2022

This Brochure Supplement provides information about Mr. Jacob Soinski that supplements the USI Advisors, Inc. Brochure. You should have received a copy of that Brochure. Please contact Melinda Robidoux at (860) 368-2909 if you did not receive USI Advisors, Inc.'s ("USI Advisors") Brochure or if you have any questions about the contents of this supplement.

Additional information about Mr. Jacob Soinski is available on the SEC's website at www.adviserinfo.sec.gov.

Item 2- Educational Background and Business Experience

Mr. Jacob Soinski (born in 1996)

Education:

- BBA – Finance/Economics – University of Akron, OH
- Series 66 (Uniform Combined State Law Examination)
- CFP (CERTIFIED FINANCIAL PLANNER®) – Conferred by the CFP Board, this professional designation requires individuals to meet the following requirements: Bachelor's degree (or higher), CFP Certification Examination, Three years of full-time relevant personal financial planning experience is required, and CFP® Certification Application. CFP® certification also requires you to agree to adhere to CFP Board's Code of Ethics and Professional Responsibility, Rules of Conduct and Financial Planning Practice Standards, and acknowledge CFP Board's right to enforce them through its Disciplinary Rules and Procedures

- CFA (Chartered Financial Analyst) – Conferred by the CFA Institute, this professional designation requires individuals to meet the following requirements:
  - Complete the CFA Program - Self-study program (250 hours of study for each of the 3 levels)
  - Pledge to adhere to the CFA Institute Code of Ethics and Standards of Professional Conduct
  - Have four years of qualified investment work experience
  - Become a regular member of CFA Institute and apply for membership to a local CFA member society.

Business Experience (last five years):

- 2022 to Present: Investment Consultant at USI Advisors, Inc.
- 2017 – 2022: Senior Financial Planner, Valmark Financial Group

Item 3- Disciplinary Information

Registered investment advisers are required to disclose all material facts regarding any legal or disciplinary events that would be material to your evaluation of each supervised person providing investment advice. No information is applicable to this Item.

Item 4- Other Business Activities

USI Advisors is required to disclose any outside business activities or occupation for compensation that could potentially create a conflict of interest with clients. Jacob Soinski is not actively engaged in any such activities.

Item 5- Additional Compensation

Mr. Jacob Soinski does not receive any additional economic benefit from third parties for providing advisory services.

Item 6 - Supervision

USI Advisors, Inc. is responsible for the oversight of all of its supervised persons, including Mr. Jacob Soinski. The advisory activity of Mr. Soinski, including the investment advice that he provides, is reviewed, on an ongoing basis and (when possible) prior to dissemination, by the President of USI Advisors, Inc. (Mr. Michael Welz, 860-368-2908).

Additionally, the firm reviews Mr. Jacob Soinski's activities as part of an annual firm internal examination. This examination is conducted by the firm's Chief Compliance Officer (Melinda Robidoux at (860) 368-2909). The CCO assesses the adequacy of the firm's policies, procedures and protocols and, on an ongoing basis, evaluates whether each supervised

person is in compliance with both the firm's Written Supervisory Procedures and its Code of Ethics.

Item 1- Cover Page

Brandon Fox

Investment Consultant

95 Glastonbury Boulevard Suite 102, Glastonbury CT 06033

(860) 652-1017

USI Advisors, Inc.

95 Glastonbury Blvd. Suite 102, Glastonbury, CT 06033

(860) 633-5283

February 27th, 2023

This Brochure Supplement provides information about Mr. Brandon Fox that supplements the USI Advisors, Inc. Brochure. You should have received a copy of that Brochure. Please contact Melinda Robidoux at (860) 368-2909 if you did not receive USI Advisors, Inc.'s ("USI Advisors") Brochure or if you have any questions about the contents of this supplement.

Additional information about Mr. Brandon Fox is available on the SEC's website at www.adviserinfo.sec.gov.

Item 2- Educational Background and Business Experience

Mr. Brandon Fox (born in 1997)

Education:

- MBA – Finance/Accounting – Central CT State University
- Series 65 (Uniform Investment Adviser Law Examination)
- CFS (CERTIFIED FUND SPECIALIST) Conferred by the Institute of Business and Finance, this professional designation requires individuals to meet the following requirements: A bachelor's degree, or 1 year of financial services work experience, the candidate must complete a Self Study Program (6 modules), three exams and a case study.

Business Experience (last five years):

- 2023 to Present: Investment Consultant at USI Advisors, Inc.

- 2021 – 2022: Wealth Management Advisor/Financial Analyst, Joyce Financial
- 2019 – 2022: Financial Advisor, Northwestern mutual Investment Services

Item 3- Disciplinary Information

Registered investment advisers are required to disclose all material facts regarding any legal or disciplinary events that would be material to your evaluation of each supervised person providing investment advice. No information is applicable to this Item.

Item 4- Other Business Activities

USI Advisors is required to disclose any outside business activities or occupation for compensation that could potentially create a conflict of interest with clients. Brandon Fox is not actively engaged in any such activities.

Item 5- Additional Compensation

Mr. Brandon Fox does not receive any additional economic benefit from third parties for providing advisory services.

Item 6 - Supervision

USI Advisors, Inc. is responsible for the oversight of all of its supervised persons, including Mr. Brandon Fox. The advisory activity of Mr. Fox, including the investment advice that he provides, is reviewed, on an ongoing basis and (when possible) prior to dissemination, by the President of USI Advisors, Inc. (Mr. Michael Welz, 860-368-2908).

Additionally, the firm reviews Mr. Brandon Fox's activities as part of an annual firm internal examination. This examination is conducted by the firm's Chief Compliance Officer (Melinda Robidoux at (860) 368-2909). The CCO assesses the adequacy of the firm's policies, procedures and protocols and, on an ongoing basis, evaluates whether each supervised person is in compliance with both the firm's Written Supervisory Procedures and its Code of Ethics.

Item 1- Cover Page

Brandon Quanci

Investment Consultant

95 Glastonbury Boulevard Suite 102, Glastonbury CT 06033

(860) 652-1016

USI Advisors, Inc.

95 Glastonbury Blvd. Suite 102, Glastonbury, CT 06033

(860) 633-5283

June 26th, 2023

This Brochure Supplement provides information about Mr. Brandon Quanci that supplements the USI Advisors, Inc. Brochure. You should have received a copy of that Brochure. Please contact Melinda Robidoux at (860) 368-2909 if you did not receive USI Advisors, Inc.'s ("USI Advisors") Brochure or if you have any questions about the contents of this supplement.

Additional information about Mr. Brandon Quanci is available on the SEC's website at www.adviserinfo.sec.gov.

Item 2- Educational Background and Business Experience

Mr. Brandon Quanci (born in 1998)

Education:

- Bachelors of Science – University of Deleware
- Series 65 (Uniform Investment Adviser Law Examination)

Business Experience (last five years):

- 2023 to Present: Investment Consultant at USI Advisors, Inc.
- 2021 – 2023: Financial Analyst, MyCIO Wealth Partners, LLC
- 2020 – 2021: Lead Mentor, Lerner College of Business Finance Department

Item 3- Disciplinary Information

Registered investment advisers are required to disclose all material facts regarding any legal or disciplinary events that would be material to your evaluation of each supervised person providing investment advice. No information is applicable to this Item.

Item 4- Other Business Activities

USI Advisors is required to disclose any outside business activities or occupation for compensation that could potentially create a conflict of interest with clients. Brandon Quanci is not actively engaged in any such activities.

Item 5- Additional Compensation

Mr. Brandon Quanci does not receive any additional economic benefit from third parties for providing advisory services.

Item 6 - Supervision

USI Advisors, Inc. is responsible for the oversight of all of its supervised persons, including Mr. Brandon Quanci. The advisory activity of Mr. Quanci, including the investment advice that he provides, is reviewed on an ongoing basis and (when possible) prior to dissemination, by the President of USI Advisors, Inc. (Mr. Michael Welz, 860-368-2908).

Additionally, the firm reviews Mr. Brandon Quanci's activities as part of an annual firm internal examination. This examination is conducted by the firm's Chief Compliance Officer. The CCO assesses the adequacy of the firm's policies, procedures and protocols and, on an ongoing basis, evaluates whether each supervised person is in compliance with both the firm's Written Supervisory Procedures and its Code of Ethics.

Item 1- Cover Page

Carter Spencer

Investment Consultant

6501 S. Fiddlers Green Circle #100, Greenwood Village, CO 80111

(860) 652-1017

USI Advisors, Inc.

95 Glastonbury Blvd. Suite 102, Glastonbury, CT 06033

(860) 633-5283

July 27th, 2023

This Brochure Supplement provides information about Ms. Carter Spencer that supplements the USI Advisors, Inc. Brochure. You should have received a copy of that Brochure. Please contact Melinda Robidoux at (860) 368-2909 if you did not receive USI Advisors, Inc.'s ("USI Advisors") Brochure or if you have any questions about the contents of this supplement.

Additional information about Ms. Carter Spencer is available on the SEC's website at www.adviserinfo.sec.gov.

Item 2- Educational Background and Business Experience

Ms. Carter Spencer (born in 1994)

Education:

- Bachelors of Science, Finance - University of South Carolina
- Series 66 (Uniform Investment Advisor Combined State Law Examination)

Business Experience (last five years):

- 2023 to Present: Investment Consultant at USI Advisors, Inc.
- 2019 – 2023: Client Services, UBS Financial Services
- 2018 – 2019: Associate, Dimensional Fund Advisors

Item 3- Disciplinary Information

Registered investment advisers are required to disclose all material facts regarding any legal or disciplinary events that would be material to your evaluation of each supervised person providing investment advice. No information is applicable to this Item.

Item 4- Other Business Activities

USI Advisors is required to disclose any outside business activities or occupation for compensation that could potentially create a conflict of interest with clients. Carter Spencer is not actively engaged in any such activities.

Item 5- Additional Compensation

Ms. Carter Spencer does not receive any additional economic benefit from third parties for providing advisory services.

Item 6 - Supervision

USI Advisors, Inc. is responsible for the oversight of all of its supervised persons, including Ms. Carter Spencer. The advisory activity of Ms. Spencer, including the investment advice that she provides, is reviewed on an ongoing basis and (when possible) prior to dissemination, by the President of USI Advisors, Inc. (Mr. Michael Welz, 860-368-2908).

Additionally, the firm reviews Ms. Carter Spencer's activities as part of an annual firm internal examination. This examination is conducted by the firm's Chief Compliance Officer. The CCO assesses the adequacy of the firm's policies, procedures and protocols and, on an ongoing basis, evaluates whether each supervised person is in compliance with both the firm's Written Supervisory Procedures and its Code of Ethics.

Item 1- Cover Page

Stuart Herskowitz, AIF®

Vice President Retirement Plan Sales

95 Glastonbury Boulevard Suite 102, Glastonbury CT 06033

(860) 878-1199

USI Advisors, Inc.

95 Glastonbury Blvd. Suite 102, Glastonbury, CT 06033

(860) 633-5283

November 3, 2023

This Brochure Supplement provides information about Mr. Stuart Herskowitz that supplements the USI Advisors, Inc. Brochure. You should have received a copy of that Brochure. Please contact Melinda Robidoux at (860) 368-2909 if you did not receive USI Advisors, Inc.'s ("USI Advisors") Brochure or if you have any questions about the contents of this supplement.

Additional information about Mr. Stuart Herskowitz is available on the SEC's website at www.adviserinfo.sec.gov.

Item 2- Educational Background and Business Experience

Mr. Stuart Herskowitz (born in 1963)

Education:

- BS – Chemistry - William Paterson University
- Series 65 (Uniform Investment Advisor Law Examination)

Business Experience (last five years):

- 2023 to Present: Vice President at USI Advisors, Inc.
- 1996 – 2023: Sr. Vice President, Hooker and Holcombe Inc.

Certifications:

ACCREDITED INVESTMENT FIDUCIARY®

ACCREDITED INVESTMENT FIDUCIARY® and AIF® are federally-registered professional certification marks granted by the Center for Fiduciary Studies, LLC, a Fiduciary360 (fi306)

company. An Accredited Investment Fiduciary certificant must demonstrate specialized knowledge of fiduciary standards of care in the investment management process. To attain the right to use the AIF® marks, an individual must satisfactorily fulfill the following requirements:

- Education – Complete a course of study addressing prudent practices for investment fiduciaries
- Examination – Pass the comprehensive, closed-book examination, which includes practical knowledge questions over a variety of topics related to fiduciary rules
- Ethics – Agree to comply with the AIF® Code of Ethics, which is annually renewed
- Continuing Education – Complete 6 hours of continuing education annually

To learn more about the AIF® designation, visit www.fi360.com.

Item 3- Disciplinary Information

Registered investment advisers are required to disclose all material facts regarding any legal or disciplinary events that would be material to your evaluation of each supervised person providing investment advice. No information is applicable to this Item.

Item 4- Other Business Activities

Mr. Stuart Herskowitz is a registered representative of USI Securities, Inc. (a securities broker-dealer Member FINRA/SIPC affiliated with USI Advisors, Inc.). The firm does not perceive a conflict of interest in Mr. Stuart Herskowitz holding this role: as he is a salaried employee, does not have product or revenue related sales goals, and is not compensated based upon commissions or revenue generated through the implementation of the investment advice that he provides.

Other Credentials:

- Series 6 (Investment Company and Variable Contracts Products Representative)
- Series 63 (Uniform Securities Agent State Law Examination)
- Series 26 (Investment Company and Variable Contracts Principal Qualification)

Item 5- Additional Compensation

Mr. Stuart Herskowitz does not receive any additional economic benefit from third parties for providing advisory services.

Item 6 - Supervision

USI Advisors, Inc. is responsible for the oversight of all of its supervised persons, including Mr. Stuart Herskowitz. The advisory activity of Mr. Herskowitz, including the investment

advice that he provides, is reviewed, on an ongoing basis and (when possible) prior to dissemination, by the President of USI Advisors, Inc. (Mr. Michael Welz, 860-368-2908).

Additionally, the firm reviews Mr. Herskowitz's activities as part of an annual firm internal examination. This examination is conducted by the firm's Chief Compliance Officer (Melinda Robidoux at (860) 368-2909). The CCO assesses the adequacy of the firm's policies, procedures and protocols and, on an ongoing basis, evaluates whether each supervised person is in compliance with both the firm's Written Supervisory Procedures and its Code of Ethics.

Item 1- Cover Page

Pamela Minish, CFA, CAIA

Senior Investment Consultant

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(860) 856-2084

USI Advisors, Inc.

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(860) 633-5283

November 3, 2023

This Brochure Supplement provides information about Ms. Pamela Minish that supplements the USI Advisors, Inc. Brochure. You should have received a copy of that Brochure. Please contact Melinda Robidoux at (860) 368-2909 if you did not receive USI Advisors, Inc.'s ("USI Advisors") Brochure or if you have any questions about the contents of this supplement.

Additional information about Ms. Pamela Minish is available on the SEC's website at www.adviserinfo.sec.gov.

Item 2- Educational Background and Business Experience

Ms. Pamela Minish (born in 1962)

Education:

- BS – Vanderbilt University
- MIM – Thunderbird School of International Management
- CFA (Chartered Financial Analyst) – Conferred by the CFA Institute, this professional designation requires individuals to meet the following requirements:
  - Complete the CFA Program - Self-study program (250 hours of study for each of the 3 levels)
  - Pledge to adhere to the CFA Institute Code of Ethics and Standards of Professional Conduct
  - Have four years of qualified investment work experience
  - Become a regular member of CFA Institute and apply for membership to a local CFA member society.

- CAIA (Chartered Alternative Investment Analyst) – Conferred by the Chartered Alternative Investment Analyst Association, this professional designation requires individuals to meet the following requirements: Bachelor's or equivalent degree and more than one year of business experience in the financial industry, or 4 years of experience in the financial industry, and a self-study certification program which requires the successful completion of both the Level I and Level II examinations.
- Series 65 (Uniform Investment Adviser Law Examination)

Business Experience (last five years):

- 2023 to present: Senior Investment Consultant at USI Advisors, Inc.
- 2018 to 2023: Managing Director, Hooker and Holcombe Investment Advisors, Inc.

Item 3- Disciplinary Information

Registered investment advisers are required to disclose all material facts regarding any legal or disciplinary events that would be material to your evaluation of each supervised person providing investment advice. No information is applicable to this Item.

Item 4- Other Business Activities

USI Advisors is required to disclose any outside business activities or occupation for compensation that could potentially create a conflict of interest with clients. Pamela Minish is not actively engaged in any such activities.

Other Credentials:

- Series 7 (General Securities Representative)
- Series 63 (Uniform Securities Agent State Law Examination)

Item 5- Additional Compensation

Ms. Pamela Minish does not receive any additional economic benefit from third parties for providing advisory services.

Item 6 - Supervision

USI Advisors, Inc. is responsible for the oversight of all of its supervised persons, including Pamela Minish. The advisory activity of Ms. Minish, including the investment advice that she provides, is reviewed, on an ongoing basis and (when possible) prior to dissemination, by the President of USI Advisors, Inc. (Mr. Michael Welz, 860-368-2908).

Additionally, the firm reviews Ms. Minish's activities as part of an annual firm internal examination. This examination is conducted by the firm's Chief Compliance Officer (Melinda Robidoux at (860) 368-2909). The CCO assesses the adequacy of the firm's policies, procedures and protocols and, on an ongoing basis, evaluates whether each supervised person is in compliance with both the firm's Written Supervisory Procedures and its Code of Ethics.

Item 1- Cover Page

Michael Baron

Director of Investment Advisory Services

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USI Advisors, Inc.

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(860) 633-5283

December 2, 2024

This Brochure Supplement provides information about Mr. Michael Baron that supplements the USI Advisors, Inc. Brochure. You should have received a copy of that Brochure. Please contact Melinda Robidoux at (860) 368-2909 if you did not receive USI Advisors, Inc.'s ("USI Advisors") Brochure or if you have any questions about the contents of this supplement.

Additional information about Mr. Michael Baron is available on the SEC's website at www.adviserinfo.sec.gov.

Item 2- Educational Background and Business Experience

Mr. Michael Baron (born in 1974)

Education:

- BA, Mathematics – Manhattan University
- MBA – University of Hartford

Business Experience (last five years):

- 2024 to present: Director, Investment Advisory Services at USI Advisors, Inc.
- 2022 to 2024: Vice President, AUM at Empower
- 2019 to 2022: Vice President, Investment Strategy at Prudential Retirement

Item 3- Disciplinary Information

Registered investment advisers are required to disclose all material facts regarding any legal or disciplinary events that would be material to your evaluation of each supervised person providing investment advice. No information is applicable to this Item.

Item 4- Other Business Activities

USI Advisors is required to disclose any outside business activities or occupation for compensation that could potentially create a conflict of interest with clients. Michael Baron is not actively engaged in any such activities.

Other Credentials:

- Series 6 (Investment Company and Variable Contracts Products Representative)
- Series 63 (Uniform Securities Agent State Law Examination)
- Series 26 (Investment Company and Variable Contracts Principal Qualification)

Item 5- Additional Compensation

Mr. Michael Baron does not receive any additional economic benefit from third parties for providing advisory services.

Item 6 - Supervision

USI Advisors, Inc. is responsible for the oversight of all of its supervised persons, including Michael Baron. The advisory activity of Mr. Baron, including the investment advice that he provides, is reviewed, on an ongoing basis and (when possible) prior to dissemination, by the President of USI Advisors, Inc. (Mr. Michael Welz, 860-368-2908).

Additionally, the firm reviews Mr. Baron's activities as part of an annual firm internal examination. This examination is conducted by the firm's Chief Compliance Officer (Melinda Robidoux at (860) 368-2909). The CCO assesses the adequacy of the firm's policies, procedures and protocols and, on an ongoing basis, evaluates whether each supervised person is in compliance with both the firm's Written Supervisory Procedures and its Code of Ethics.

SECURING YOUR INFORMATION

USI'S APPROACH TO INFORMATION SECURITY AND DATA PRIVACY



USI Insurance Services
100 Summit Lake Drive, Suite 400
Valhalla, NY 10595
(914) 749-8500

Executive Summary

Digital networks not only allow people to communicate and share information around the world, they also allow objects to store information, sense and control each other across connected infrastructures creating opportunities for more direct integration between the physical world and computer-based systems. This not only results in improved efficiencies, accuracy and economic benefits, but a greater risk of data disclosure. These new risks have caused regulators to increase information security and data privacy rules, including specifying information security requirements designed to protect the confidentiality, integrity, and availability of critical business and client information.

At USI, we consider our information security and data privacy programs as crucial components of our business strategy.

USI is committed to protecting information assets, critical data, and client information. We view information security and data privacy as foundational components of doing business.

This document is a summary of our information security and data privacy programs. It provides a synopsis of how we secure your information and the systems housing this information.

The focus of our information security and data privacy program and practices are to share information appropriately and lawfully, while ensuring confidentiality, integrity, and availability.

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A Sound Security & Privacy Strategy

Our sound information security and data privacy strategy enable USI to provide exceptional solutions and service. We protect data assets, critical information, and client data wherever and whenever they are created, stored, transmitted, or processed.

We maintain ongoing compliance with applicable U.S. regulations and standards, such as HIPAA, GLBA, Sarbanes-Oxley, and PCI-DSS.

Our information security and data privacy programs and practices are managed by three distinct yet aligned groups: the Infrastructure, Information Security, and Compliance groups all sharing the same vision of protecting our data assets, critical information, and client data. Their goal is to protect the data assets of USI and its clients from unauthorized use, disclosure, modification, destruction, collection, or retention. This is achieved through proper policies, procedures, guidelines, and technical security architecture.

In order to address the issues raised by today's information management tools and systems, we apply a common set of security controls to all our information, providing a framework for processing critical data in compliance with privacy laws and professional standards as well as our own internal policies.

The following are the fundamentals of our information security and data privacy policies:

- USI has established the appropriate controls to protect to PHI/PII/PCI data, ensuring it remains accurate, complete, current, adequate, and reliable.
- USI protects all information using the appropriate administrative, physical, and technical security controls.
- USI will only process and store PHI/PII/PCI data when necessary for authorized business purposes.
- USI ensures our contracts with third-party vendors stipulate terms that ensure critical information is handled using the same standards we implement.
- USI gives additional care and attention to PHI/PII/PCI, making sure we respect all state and federal laws.

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The USI information security program is centered on maintaining the confidentiality, integrity, and availability of our critical and client information assets. The security program is anchored by our information security policy in conjunction with information protection technologies. We implement technical security controls to manage information in accordance with privacy law, regulatory requirements and generally accepted security principles.

Our information security program is based on the *National Institute of Standards and Technology* (NIST) security standards it includes:

- Applicable policies, standards, guidelines and program management;
- Strong administrative, physical and technical security controls;
- A security program involving security assessments, certifications and audits;
- A well-defined security strategy that includes the following:
  - Data security and privacy: legal, regulatory and procedural requirements
  - Business: requirements and mandated procedures
  - Measures of Performance: measurements of effectiveness and efficiency
  - Enterprise Architecture
  - Technical: policies, standards and procedures
  - Threat Awareness: internal and external changes to the security threat landscape
  - Critical Infrastructure Plan: business continuity, disaster recovery
  - An incident management program to quickly respond to and remediate security-related incidents

Disaster Recovery Program

Tragic events can strike at any time. USI is devoted to protecting our people, facilities, infrastructure, business processes, and information during and after a disaster. Thorough planning and testing of our system recovery and response capabilities demonstrate that our most critical business applications are available immediately in the event of a disaster.

USI's disaster recovery capabilities include the following:

- Assistance from certified disaster recovery planners
- Testing of disaster recovery plans to ensure operational readiness
- Disaster recovery plans built on industry-leading standards

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USI's Information Security Policy

The cornerstones of USI's layered information security program are our information security and acceptable use policies. Security standards, controls, and guidance are selected and implemented based upon these policies.

USI's information security program is based upon NIST standards. We continuously assess and monitor our controls to ensure compliance with applicable laws and regulations and obtain annual approval by senior management.

USI's security policies cover more than a dozen widely recognized information security areas, including but not limited to:

- Access control
- Awareness and Training
- Configuration Management
- Identification and Authentication
- Physical and Environmental Protection
- Risk Assessment

USI's Information Security Technology Controls

Our security controls are designed to protect the confidentiality, integrity, and availability of information that is processed, stored, and transmitted by our systems; and satisfy a set of defined security requirements.

Technologies include, but are not limited to:

- Strong physical, environmental and perimeter controls
- Intrusion detection and prevention technologies
- Content Filtering
- Data Loss Prevention Solution
- Multi-factor authentication solution
- Patch Management technologies
- Security Event and Information Management Solution
- Antivirus/anti-malware software
- Mobile Device Management technologies
- Full disk laptop/desktop encryption
- Desktop/laptop firewall
- Removable media encryption tools
- Vulnerability assessments

In addition, we invest a considerable amount of time and resources to ensure our information security strategy is aligned to our technology service offerings. This allows us to deal with security issues that might threaten the confidentiality, integrity, or availability of our technology resources.

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At USI, we consider our information security and data privacy programs as crucial components of our business strategy.
USI

Audit and Compliance

USI has a robust information security and data privacy program, as the result of ongoing assessments and formal audits. USI maintains an effective governance function. Through the execution of the assessments and programs below, USI ensures compliance with our information security and data privacy obligations.

USI's Security Certification Process

Prior to implementation, our systems and applications are subject to a rigorous security certification process. This process validates that sound application development standards are followed and both; applications and systems are created in accordance with our information security policies.

USI's security certification process is part of our continuous monitoring program that incorporates annual reviews of documentation, vulnerability scans, risk assessments, self-assessments, and penetration testing. Continuous monitoring of our applications and information systems helps us to determine the ongoing effectiveness of deployed security controls, changes in information systems, compliance with regulations, policies, and standards and aids in maintaining the confidentiality, integrity and availability of our information and that of our clients.

USI's Information Security Self-Assessments

As required by the USI information security policy, we must evaluate our security controls via continuous monitoring to determine the efficiency, effectiveness, and completeness by which selected security controls have been implemented.

Members of IT responsible for the development and operations of our technology services must complete information security self-assessments as part of our annual review activities. These self-assessments were created to ensure compliance with relevant security policy statements and standards. The results of these assessments are documented through our governance, risk, and compliance processes.

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USI's Information Security Audits

Our technology products, services, and data centers are subject to various ongoing audits that allow us to gain an independent view of our information security compliance. There are several forms of audits conducted:

- Annual SOC Type 1 & 2, Security Risk Assessments, and SSAE16 audits of our systems, in which our security controls are audited and verified by independent third-party auditors.
- On-site field audits, which include interviews with key personnel, documentation reviews, detailed site walk-throughs, and network vulnerability scans. These on-site examinations are detailed and the most significant form of audit, assessing compliance with all aspects of our information security policy.
- Network vulnerability scans, which focus on the technical aspects of the information security policy, such as patch management, application security and infrastructure security.
- Baseline audits, which review technical controls and build processes of components such as operating systems, databases, and infrastructure.

Information security audit findings are reviewed by senior management. The findings are measured against the results from the initial self-assessment exercise, and any identified gaps are included in the final report. Plans of action are created and accepted, if they are required.

USI's Information Security Exceptions

If a plan of action cannot be created for a particular item, an exception process is utilized to the resolve the issue. The exception process includes, but is not limited to, a formal approval process by senior management, regular reviews of each exception and a security assessment. Compensating controls typically accompany any approved exception to help properly mitigate risks that may arise due to the modification.

This exception process affirms that exceptions and any corrective actions plans are properly managed, documented, and addressed.

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Conclusion

Using an integrated information security and data privacy strategy USI secures information assets for our clients:

- We align our information security program with our data privacy program to provide a comprehensive vision around the protection of our information assets, personal data, and client information.
- We subject our applications and systems to security assessments and certification, which enable a sound, consistent approach in deployment and operation.
- We protect critical data within our network by using the appropriate physical, technical and organizational security measures.
- We ensure that our contracts with third-party vendors contain provisions that are aligned with our own policies, standards, and controls to confirm your data is managed properly and securely, in accordance with legal and regulatory requirements.
- We understand the importance of taking the necessary steps to safeguard information assets and are committed to protecting information relating to our clients and to our people.

If you have any questions or require further information on the ways in which we protect you and your business, please contact your USI representative or email us at USI.Communications@usi.com.

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Appendix A – **402** NIST Controls Implemented at USI as the foundation for our Security & Data Protection Strategy

Family, Identifier, and Number of Controls Implemented	Description
Access Control **(AC) 43**	The controls listed in this section focus on how USI must limit information system access to authorized users, to processes acting on behalf of authorized users, or to devices (including other information systems); and how USI must limit the types of transactions and functions that authorized users are permitted to conduct.
Authority and Purpose **(AP) 2**	This family assists with Privacy Act compliance by ensuring that USI: **(i)** identify the legal bases that authorize a specific collection of PII or activity that impacts privacy; and **(ii)** specify the purpose(s) for which they collect PII in their notices.
Accountability, Audit, and Risk Management **(AR) 8**	This family is intended to enhance public confidence through effective governance controls, monitoring controls, risk management, and assessment controls to demonstrate that USI is complying with all applicable privacy protection requirements and minimizing its overall privacy risk.
Awareness and Training **(AT) 6**	The controls listed in this section focus on how USI must: **(i)** ensure that managers and users of USI information systems are made aware of the security risks associated with their activities and of the applicable laws, policies, standards, instructions, regulations, or procedures related to the security of USI information systems; and **(ii)** ensure that USI personnel are adequately trained to carry out their assigned IS-related duties and responsibilities.
Audit and Accountability **(AU) 27**	The controls listed in this section focus on USI must: **(i)** create, protect, and retain information system audit records to the extent needed to enable the monitoring, analysis, investigation, and reporting of unlawful, unauthorized, or inappropriate information system activity; and **(ii)** ensure that the actions of individual information system users can be uniquely traced to those users so they can be held accountable for their actions.
Security Assessment and Authorization **(CA) 12**	The controls listed in this section focus on how USI must: **(i)** periodically assess the security controls in information systems to determine if the controls are effective in their application; **(ii)** develop and implement plans of action designed to correct deficiencies and reduce or eliminate vulnerabilities in USI information systems; **(iii)** authorize the operation of USI information systems and any associated information system connections; and **(iv)** monitor information system security controls on an ongoing basis to ensure the continued effectiveness of the controls.
Configuration Management **(CM)** 30	The controls listed in this section focus on how USI must: **(i)** establish and maintain baseline configurations and inventories of information systems (including hardware, software, firmware, and documentation) throughout the respective system development life cycles; and **(ii)** establish and enforce security configuration settings for information technology products employed in information systems.

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Contingency Planning **(CP)** **35**	The controls listed in this section focus on how USI must establish, maintain, and implement plans for emergency response, backup operations, and post- disaster recovery for USI information systems to ensure the availability of critical information resources and continuity of operations in emergency situations.
Data Quality and Integrity **(DI)** **4**	This family supports compliance with Section 552a (e)(2) of the Privacy Act of 1974 and enhances public confidence that any PII collected and maintained by USI is accurate, relevant, timely, and complete for the purpose for which it is to be used, as specified in public notices.
Data Minimization and Retention **(DM)** **4**	This family assists USI in implementing the data minimization and retention elements of the Privacy Act, which require USI to collect, use, and retain only PII that is relevant and necessary for the specified purpose for which it was originally collected. This family also requires USI to retain PII only if necessary to fulfill the specified purpose(s) of collecting the PII and in accordance with an approved record retention schedule.
Identification and Authentication **(IA)** **18**	The controls listed in this section focus on how USI must **(i)** identify information system users, processes acting on behalf of users, or devices; and **(ii)** authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to USI information systems.
Individual Participation and Redress **(IP)** **5**	This family addresses the need to make individuals active participants in the decision- making process regarding the collection and use of their PII, as required by the Privacy Act and other laws, regulations, and authorities. By providing individuals with access to PII and the ability to have their PII corrected or amended, as appropriate, the controls in this family enhance public confidence in organizational decisions made based on the PII.
Incident Response **(IR)** **20**	The controls listed in this section focus on how USI must: **(i)** establish an operational incident handling capability for information systems that includes adequate preparation, detection, analysis, containment, recovery, and user response activities; and **(ii)** track, document, and report incidents to appropriate organizational officials and/or authorities.
Maintenance **(MA)** **14**	The controls listed in this section focus on how USI must: **(i)** perform periodic and timely maintenance on information systems; and **(ii)** provide effective controls on the tools, techniques, mechanisms, and personnel used to conduct information system maintenance.
Media Protection **(MP)** **16**	The controls listed in this section focus on how USI must: **(i)** protect information system media, both paper and digital; **(ii)** limit access to information on information system media to authorized users; and **(iii)** sanitize or destroy information system media before disposal or release for reuse.
Physical and Environmental Protection **(PE)** **26**	The controls listed in this section focus on how USI must: **(i)** limit physical access to information systems, equipment, and the respective operating environments to authorized individuals; **(ii)** protect the physical plant and support infrastructure for information systems; **(iii)** provide supporting utilities for information systems; **(iv)** protect information systems against environmental hazards; and **(v)** provide appropriate environmental controls in facilities containing information systems.
Planning **(PL)** **6**	The controls listed in this section focus on how USI must develop, document, periodically update, and implement security plans for USI information systems that describe the security controls in place or planned for the information systems and the rules of behavior for individuals accessing USI information systems.
Program Management **(PM)** **16**	The controls listed in this section are applied at the organization level rather than the information system level.
Personnel Security **(PS)** **11**	The controls listed in this section focus on how USI must: **(i)** ensure that individuals occupying positions of responsibility within organizations (including third-party service providers) are trustworthy and meet established security criteria for those positions; **(ii)** ensure that USI information and information systems are protected during and after personnel actions such as terminations and transfers; and **(iii)** employ formal sanctions for personnel failing to comply with USI security policies and procedures.

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Risk Assessment **(RA)** **8**	The controls listed in this section focus on how USI must periodically assess the risk to USI operations (including mission, functions, image, or reputation), USI assets, and individuals, resulting from the operation of information systems and the associated processing, storage, or transmission of USI information.
System and Services Acquisition **(SA)** **17**	The controls listed in this section focus on how USI must: **(i)** allocate sufficient resources to protect information systems; **(ii)** employ system development life cycle processes that incorporate information security and privacy assurance considerations; **(iii)** employ software usage and installation restrictions; and **(iv)** ensure that third-party providers employ adequate security measures to protect information, applications, and/or services outsourced from USI.
System and Communications Protection **(SC)** **39**	The controls listed in this section focus on how USI must: **(i)** monitor, control, and protect communications (i.e., information transmitted or received by USI information systems) at the external boundaries and key internal boundaries of the information systems; and **(ii)** employ architectural designs, software development techniques, and systems engineering principles that promote effective information security and privacy assurance within organizational information systems.
Security **(SE)** **2**	This family supplements security controls to ensure administrative, technical, and physical measures are in place to protect PII collected or maintained by USI against loss, unauthorized access, or disclosure, and to ensure that USI planning and responses to privacy incidents comply with policies and procedures. The controls in this family are implemented in coordination with information security personnel using the existing NIST Risk Management Framework.
System and Information Integrity **(SI)** **27**	The controls listed in this section focus on how USI must: **(i)** identify, report, and correct information and information system flaws in a timely manner; **(ii)** provide protection from malicious code at appropriate locations within USI information systems; and **(iii)** monitor information system security alerts and advisories, and take appropriate actions in response.
Transparency **(TR)** **4**	This family implements Sections 552a(e)(3) and (e)(4) of the Privacy Act and Section 208 of the E-Government Act, which require public notice of an organization's information practices and the privacy impact of government programs and activities.
Use Limitation **(UL)** **2**	This family is intended to assist USI in complying with the Privacy Act, which prohibits uses of PII that are either not specified in notices, incompatible with the specified purposes, or not otherwise permitted by law. Implementation of the Controls in this Family will ensure that the scope of PII use is limited accordingly.

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USI CONSULTING GROUP



MEET OUR INVESTMENT ADVISORY* AND CONSULTING STAFF

CENTRAL & SOUTHERN REGIONS

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*Investment Advice for institutional accounts provided by USI Advisors, Inc. USI Consulting Group is an affiliate of USI Advisors, Inc.

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Bob Cross, ASA, FCA, MAAA | President of the Central and Southern Regions



Bob Cross has more than 30 years of experience in all aspects of employee benefits and retirement planning, with special emphasis on the design, funding, security, administration and implementation of qualified and nonqualified retirement programs.

Bob holds an MS degree in Actuarial Science from Georgia State University. Industry education and designations include: FINRA administered Series 63, 65 and 6, Associate of the Society of Actuaries (ASA), a Member of the American Academy of Actuaries (MAAA), and a Fellow of the Conference of Actuaries (FCA)in public practice, among other distinctions.

Michael S. Banks | Vice President, Retirement Services based in Atlanta, Georgia



Michael Banks is focused on partnering with Plan Sponsors to design the custom retirement programs that best fit their organization's unique set of needs.

Michael earned his bachelor's degree from Auburn University in Auburn, AL, where he graduated with a major in Business Management and concentration in Finance. Industry education and designations include: FINRA administered Series 7 & 66.

Brett Bronkhorst, CIMA® | Regional Senior Investment Consultant and Relationship Manager with USI Advisors, Inc. based in Knoxville, Tennessee



Brett Bronkhorst leads the investment strategy team for the Central & Southern Regions. He is responsible for developing, implementing, and monitoring investment strategies for Tribal Governments, Tribal Enterprises, Defined Benefit, and Defined Contribution clients. He also regularly conducts investment review and investment manager due diligence meetings with clients.

Brett graduated from the University of Tennessee, Knoxville with a Bachelor of Science in Business Administration majoring in Finance with a dual concentration in Business Analytics and dual majoring in Economics with a dual concentration in International Business. Industry education designations include: FINRA Administered Series 7, 63 and 65.

Sandra Cross | Assistant Vice President and Relationship Manager based in Knoxville, Tennessee



Sandra Cross is an Assistant Vice President and Relationship Manager in the Knoxville, Tennessee office. Sandra provides client services to plan sponsors and plan participants of defined benefit and defined contribution plans for private and public sector employers, also managing the company's Southeastern OPEB clients.

Sandra graduated from Wake Forest University in Winston-Salem, North Carolina with a dual degree: a Bachelor of Science in Business and a Bachelor of Arts in Political Science. Industry education and designations include: FINRA-administered Series 65; and Tennessee Life and Health Insurance examination.

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Crystal Hill, THRP™ | National Director of Tribal Services based in Knoxville, Tennessee



Crystal Hill has extensive experience in employee benefits and retirement. Crystal is responsible for providing support and client services to plan sponsors and participants to clients in in the Southeast and Midwest Regions of the United States. Crystal also works with Tribal Governments and Tribal Enterprises in Alaska, Washington State, California, Colorado, Michigan, Texas, North Carolina and Washington, D.C.

Crystal is a graduate of Tusculum College with a master's degree in Business Administration and a Bachelor of Science degree in Organizational and Business Management majoring in Human Resources. Industry education and designations include: FINRA administered Series 6, 63, and 65 licenses, as well as Tribal Human Resources Professional™ (THRP™) Certification.

Ralph Lehman, CFA®, CAIA®, JD | Investment Consultant with USI Advisors, Inc. based in Knoxville, Tennessee



Ralph Lehman is responsible for developing, implementing and monitoring investment strategies for defined contribution and defined benefit clients. Ralph is also actively involved with fund monitoring. In addition, Ralph conducts investment review meetings with clients.

Ralph earned his JD and an MBA in Finance from the University of Tennessee and his Bachelor of Business Administration from the University of Georgia. Industry education and designations include: Chartered Financial Analyst, Member of the CFA institute® (CFA®), Chartered Alternative Investment Analyst, Member of the CAIA Association® (CAIA®), and member of the Tennessee Bar.

Doreen Moskal | Executive Assistant based in Knoxville, Tennessee



Doreen Moskal supports Bob Cross, the USICG President, Central and Southern Regions, with sales reporting, client reporting and billing, marketing opportunities and event planning, travel and meeting scheduling, expense accounts, account payables and manages the Knoxville office. Doreen also assists and supports the Knoxville office staff members coordinating conferences and tradeshows.

Doreen holds an Associate of Applied Science degree in the Executive Assistant field from South Suburban College located in South Holland, Illinois.

Bradley Parker | Relationship Manager, based in Knoxville, Tennessee



Bradley works closely with tribal plan sponsors to consult on an array of topics including plan design, fiduciary guidance, administration, IRS/DOL/ERISA compliance as well as fee benchmarking and negotiation. Bradley addresses service provider questions and coordinates with vendor partners to deliver high level service and support to the plan sponsor.

Bradley graduated from Western Carolina University with a Bachelor of Science degree in Business Administration Finance. Bradley is an enrolled member of the Eastern Band of Cherokee Indians.

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Jennifer Reynolds, CCFO | Relationship Manager based in Knoxville, Tennessee



Jennifer Reynolds is responsible for providing client services to plan sponsors and plan participants nationwide. Along with conducting quarterly investment reviews and employee educational meetings for her clients, Jennifer's role as a relationship manager is to foster and maintain relationships with existing clients and to deliver high quality services.

Jennifer graduated from Tusculum University with a Master's degree in Business Administration, and she holds a Bachelor of Arts from the University of Tennessee in Communication with a Business Administration Minor. Jennifer also holds a County Finance Officer Certification through the Comptroller of the Treasury.

Austin Robinson, CFA® | Investment Consultant with USI Advisors, Inc. based in Knoxville, Tennessee



Austin Robinson is responsible for developing, implementing, and monitoring investment strategies for defined contribution and defined benefit clients. He also regularly holds employee education meetings and investment review meetings.

Austin graduated from the University of Tennessee, Knoxville with a Bachelor of Arts, majoring in Economics. Industry education and designations include: FINRA administered Series 65, Chartered Financial Analyst (CFA®), and an active member in the CFA Society of East Tennessee.

Ricardo Rodriguez | Senior Relationship Manager based in Atlanta, Georgia



Ricardo Rodriguez is responsible for providing client services to plan sponsors and plan participants in the Southeast and Southwest regions. Along with conducting quarterly investment reviews and employee educational meetings for his clients, Ricardo's role, as a relationship manager, is to foster and maintain relationships with existing clients and deliver high quality services. Ricardo is bilingual in English/Spanish.

Ricardo graduated from Drake University, Des Moines, Iowa with a Bachelor of Arts in Journalism and Mass Communication. Industry education designations include: QKA, FINRA Administered Series 6, 7, 65, and 66.

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USI ADVISORS, INC.

FIDUCIARY OVERSIGHT REVIEW

September | 2024

Presentation to:

Sample Report

This report has been prepared with data believed reliable, but no representation is made as to the data's accuracy or completion. This report should not be used for tax reporting purposes. The information supplied by the individual account statements should be used and a tax advisor should be consulted. Additionally, past performance does not guarantee and is not indicative of future results.

For Plan Sponsor Use Only | This report must be preceded or accompanied by a prospectus for all mutual funds referenced.

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Section 1: Fiduciary Protocol: Meet - Monitor - Document

Retirement Plan Oversight

INVESTMENT ADVISORY SERVICES		
Service	**Frequency**	**Date Delivered**
Fiduciary Oversight Reviews	Quarterly	9/30/2024
Committee Meetings	Quarterly	8/13/2024
Capital Markets Review	Quarterly	9/30/2024
Asset Quality Review & Due Diligence	Quarterly	9/30/2024
Target Date Funds Review	Annually	6/30/2024
Investment Policy Statement Review	Annually	12/31/2023
Investment Policy Statement Signature	As Needed	11/21/2022
Investment Policy Statement Signature	As Needed	11/21/2022
Investment Policy Statement Signature	As Needed	11/21/2022
Investment Policy Statement Signature	As Needed	2/26/2024
Money Market / Stable Value Review	Biennially	6/30/2024
PLAN COMPLIANCE		
Service	**Frequency**	**Date Delivered**
Co-Fiduciary Support	Ongoing	Ongoing
Plan Document / Operational Monitoring	Ongoing	Ongoing
Census File Review	Annually	12/31/2023
Auditor Consultation	Ongoing	Ongoing
402g Monitoring	Ongoing	Per pay period
Monitor and Process MRD's	Annually	October 2023
Compliance Calendar	On Demand	Available 24/7 via website

Retirement Plan Oversight

PLAN ANALYSIS		
Service	**Frequency**	**Date Delivered**
Review of Priorities and Goals	Ongoing	Ongoing
Review of Industry Trends	Quarterly	9/30/2024
Review Regulatory Developments	Quarterly	9/30/2024
Plan Expense Review	Annually	6/30/2024
PLAN ADMINISTRATION		
Service	**Frequency**	**Date Delivered**
Participant Statements	Quarterly	9/30/2024
Plan Financial Summary	Quarterly	9/30/2024
Summary of Contributions & Distributions	Quarterly	9/30/2024
Loan Detail and Loan Delinquencies	Quarterly	9/30/2024
Small Balance Review / Auto Rollover	Quarterly	9/30/2024
Forfeiture Account Monitoring	Quarterly	9/30/2024
EMPLOYEE EDUCATION		
Service	**Frequency**	**Date Delivered**
Education Meetings: In-Person / Webcast / One-on-One Consultations	Annually	Upon Request
Education Campaigns: REACH eBlast	Monthly	October 2024
Customized / Industry Driven	Periodically	Upon Request
Education Tools: Learning Station / BrainShark Videos / Newsletters Retirement Goals Calculator / Longevity Illustrator Morningstar Managed Accounts & Advice	On Demand	Available 24/7 via website
Retirement Income Solutions: USIRA, USI Annuity, Life Income Strategies	On Demand	Available 24/7 via website

Keeping You Informed

NEWSLETTERS / WHITEPAPERS / PRESENTATIONS
July 2024 Market & Legal Update
August 2024 Market & Legal Update
September 2024 Market & Legal Update
July TOM: How a Bundled Services Approach Can Benefit Your Retirement Plan
July DB TOM – Pension Risk Transfers Continue to Skyrocket
August TOM - Is It Time to Benchmark Your Retirement Plan?
September TOM - Rein in Excessive Retirement Plan Fees
September DB TOM - Hand Off Pension Plan Administration to a Top Expert
Mid-Year CEO Newsletter/Message from the CEO
DUE DILIGENCE CONFERENCES
Knights of Columbus Investment Symposium
WEBINARS
Economic Outlook
Elevate your executive compensation package through benchmarking & design
9/26 ESOP OnDemand Webinar w/ Fox Rothschild

Section 2: Plan Asset Overview

Asset Allocation

As of September 30, 2024

	Q3-2024		Q2-2024		Change	
	$	%	$	%	$	%
Plan	**441,744,490.24**	**100.00**	**424,850,704.90**	**100.00**	**16,893,785.34**	**3.98**
Total Core Lineup	**127,757,696.27**	**28.92**	**121,836,411.92**	**28.68**	**5,921,284.35**	**4.86**
Putnam Large Cap Value R6	11,732,923.37	2.66	-	0.00	11,732,923.37	100.00
MFS Value R6	-	0.00	11,097,119.58	2.61	-11,097,119.58	-100.00
Touchstone Large Cap Focused R6	9,105,718.57	2.06	8,625,560.39	2.03	480,158.18	5.57
Vanguard Institutional Index I	18,238,478.51	4.13	17,538,936.62	4.13	699,541.89	3.99
Vanguard Total Stock Mkt Idx Adm	3,178,861.68	0.72	2,964,714.26	0.70	214,147.42	7.22
JPMorgan Large Cap Growth R6	12,964,718.68	2.93	12,780,181.31	3.01	184,537.37	1.44
JHancock Disciplined Value Mid Cap R6	3,771,925.41	0.85	3,563,216.92	0.84	208,708.49	5.86
Vanguard Mid Cap Index Admiral	4,014,812.86	0.91	3,976,391.00	0.94	38,421.86	0.97
AB Discovery Growth Z	1,917,770.00	0.43	1,714,678.78	0.40	203,091.22	11.84
Delaware Small Cap Value R6	556,625.38	0.13	441,045.57	0.10	115,579.81	26.21
Vanguard Small Cap Index Adm	-	0.00	-	0.00	-	-
PGIM Jennison Small Company R6	1,369,844.17	0.31	1,327,855.68	0.31	41,988.49	3.16
Dodge & Cox International Stock X	2,252,239.59	0.51	2,143,505.00	0.50	108,734.59	5.07
Vanguard Total Intl Stock Index Admiral	858,039.68	0.19	697,294.89	0.16	160,744.79	23.05
BNY Mellon International Stock Fund Y	940,890.15	0.21	964,657.45	0.23	-23,767.30	-2.46
Invesco International Small-Mid Com R6	584,029.37	0.13	665,526.30	0.16	-81,496.93	-12.25
American Funds New Perspective R6	4,423,210.87	1.00	4,309,270.83	1.01	113,940.04	2.64
Goldman Sachs Emerging Markets Eq R6	1,030,504.92	0.23	982,190.98	0.23	48,313.94	4.92
Cohen & Steers Realty Shares Z	1,600,134.64	0.36	-	0.00	1,600,134.64	100.00
Invesco Real Estate R6	-	0.00	1,409,891.94	0.33	-1,409,891.94	-100.00
Vanguard Health Care Adm	4,592,478.88	1.04	4,457,967.96	1.05	134,510.92	3.02
Delaware Ivy Science and Technology R6	3,482,256.33	0.79	3,447,141.16	0.81	35,115.17	1.02
T. Rowe Price Retirement 2010 I	-	0.00	-	0.00	-	-
T. Rowe Price Retirement 2015 I	-	0.00	-	0.00	-	-
T. Rowe Price Retirement 2020 I	1,505,861.84	0.34	1,421,297.38	0.33	84,564.46	5.95
T. Rowe Price Retirement 2025 I	-	0.00	-	0.00	-	-
T. Rowe Price Retirement 2030 I	4,492,581.99	1.02	3,791,523.98	0.89	701,058.01	18.49
T. Rowe Price Retirement 2035 I	-	0.00	-	0.00	-	-
T. Rowe Price Retirement 2040 I	2,692,219.98	0.61	2,443,543.82	0.58	248,676.16	10.18
T. Rowe Price Retirement 2045 I	-	0.00	-	0.00	-	-
T. Rowe Price Retirement 2050 I	1,479,228.05	0.33	1,310,821.55	0.31	168,406.50	12.85
T. Rowe Price Retirement 2055 I	-	0.00	-	0.00	-	-
T. Rowe Price Retirement 2060 I	850,359.28	0.19	628,089.91	0.15	222,269.37	35.39
T. Rowe Price Retirement 2065 I	-	0.00	-	0.00	-	-
Vanguard LifeStrategy Income Inv	1,077,998.85	0.24	1,004,620.06	0.24	73,378.79	7.30
Vanguard LifeStrategy Cnsrv Gr Inv	956,640.22	0.22	952,074.43	0.22	4,565.79	0.48

Asset Allocation

As of September 30, 2024

	Q3-2024		Q2-2024		Change	
	$	%	$	%	$	%
Vanguard LifeStrategy Growth Inv	2,416,756.94	0.55	2,194,399.48	0.52	222,357.46	10.13
PIMCO International Bond (USD-Hdg) Instl	-	0.00	-	0.00	-	-
JPMorgan High Yield R6	1,491,317.15	0.34	1,416,718.87	0.33	74,598.28	5.27
Vanguard Total Bond Market Index Adm	2,981,764.20	0.67	2,740,599.75	0.65	241,164.45	8.80
MFS Total Return Bond R6	2,034,071.28	0.46	2,010,564.06	0.47	23,507.22	1.17
Lord Abbett Short Duration Income R6	4,410,735.94	1.00	4,380,025.06	1.03	30,710.88	0.70
Transamerica Guaranteed Investment Option	11,012,609.64	2.49	10,717,939.55	2.52	294,670.09	2.75
Forfeitures	90,288.09	0.02	153,893.79	0.04	-63,605.70	-41.33
Participant Loans	3,649,799.76	0.83	3,563,153.61	0.84	86,646.15	2.43

Asset Allocation

As of September 30, 2024

	Q3-2024		Q2-2024		Change	
	$	%	$	%	$	%
Total Model Portfolios	**313,986,793.97**	**71.08**	**303,014,292.98**	**71.32**	**10,972,500.99**	**3.62**
Ultra Aggressive Portfolio	26,462,808.94	5.99	25,249,396.83	5.94	1,213,412.11	4.81
Aggressive Portfolio	44,462,555.96	10.07	43,831,108.11	10.32	631,447.85	1.44
Balanced Portfolio	179,221,703.06	40.57	171,048,750.08	40.26	8,172,952.98	4.78
Moderate Portfolio	23,155,926.17	5.24	22,790,467.46	5.36	365,458.71	1.60
Conservative Portfolio	28,706,739.63	6.50	28,135,776.05	6.62	570,963.58	2.03
Fixed Income Portfolio	11,977,060.21	2.71	11,958,794.45	2.81	18,265.76	0.15

Asset values are subject to change due to transactions that may have been pending at the time this report was prepared.
Please refer to your Trust or Custodial Statement for further details.

Asset Allocation

As of September 30, 2024

Account Name	Q3-2024 Market Value $	Q3-2024 Allocation (%)	Q3-2024 Target (%)	Q2-2024 Market Value $	Q2-2024 Allocation (%)	Q2-2024 Target (%)
Ultra Aggressive Portfolio	**26,462,808.94**	**100.00**	**100.00**	**25,249,396.83**	**100.00**	**100.00**
BNY Mellon Dynamic Value Fund Y	3,988,242.96	15.07	15.00	3,806,551.11	15.08	15.00
Goldman Sachs Large Cap Gr Insghts R6	3,959,063.81	14.96	15.00	4,375,825.61	17.33	15.00
Columbia Select Mid Cap Value Instl 3	1,988,815.80	7.52	7.50	1,851,781.19	7.33	7.50
Delaware Ivy Mid Cap Growth R6	1,991,601.64	7.53	7.50	1,697,890.43	6.72	7.50
Franklin Small Cap Value R6	1,964,576.49	7.42	7.50	1,803,328.55	7.14	7.50
Delaware Ivy Small Cap Growth R6	1,945,511.20	7.35	7.50	1,814,773.61	7.19	7.50
Columbia Overseas Value Inst3	2,629,689.97	9.94	10.00	1,831,505.32	7.25	7.50
ClearBridge International Growth IS	2,653,819.54	10.03	10.00	1,800,114.92	7.13	7.50
Voya Multi-Manager International Sm Cp I	1,329,248.91	5.02	5.00	1,206,975.90	4.78	5.00
Invesco Developing Markets R6	1,359,809.41	5.14	5.00	2,245,924.27	8.89	10.00
Columbia Seligman Tech & Info Inst3	2,652,429.21	10.02	10.00	2,814,725.92	11.15	10.00

Asset Allocation

As of September 30, 2024

Account Name	Q3-2024 Market Value $	Q3-2024 Allocation (%)	Q3-2024 Target (%)	Q2-2024 Market Value $	Q2-2024 Allocation (%)	Q2-2024 Target (%)
Aggressive Portfolio	**44,462,555.96**	**100.00**	**100.00**	**43,831,108.11**	**100.00**	**100.00**
JHancock Disciplined Value R6	5,346,058.20	12.02	12.00	5,722,517.97	13.06	12.00
AB Large Cap Growth Z	5,323,651.88	11.97	12.00	6,265,010.36	14.29	12.00
Columbia Select Mid Cap Value Instl 3	4,465,853.56	10.04	10.00	4,477,103.54	10.21	10.00
Delaware Ivy Mid Cap Growth R6	4,471,818.10	10.06	10.00	4,106,117.60	9.37	10.00
Franklin Small Cap Value R6	3,529,110.89	7.94	8.00	3,479,465.98	7.94	8.00
Delaware Ivy Small Cap Growth R6	3,494,535.94	7.86	8.00	3,500,717.99	7.99	8.00
Columbia Overseas Value Inst3	2,213,862.53	4.98	5.00	2,201,190.47	5.02	5.00
ClearBridge International Growth IS	2,234,018.24	5.02	5.00	2,163,276.40	4.94	5.00
Voya Multi-Manager International Sm Cp I	2,246,306.14	5.05	5.00	-	-	-
Goldman Sachs Em Mkts Eq Insghts R6	2,310,281.24	5.20	5.00	-	-	-
Transamerica Guaranteed Investment Option	8,827,059.24	19.85	20.00	8,108,675.57	18.50	20.00
Invesco EQV Emerging Markets All Cap R6	-	-	-	3,807,032.23	8.69	10.00

Asset Allocation

As of September 30, 2024

Account Name	Q3-2024 Market Value $	Q3-2024 Allocation (%)	Q3-2024 Target (%)	Q2-2024 Market Value $	Q2-2024 Allocation (%)	Q2-2024 Target (%)
Balanced Portfolio	**179,221,703.06**	**100.00**	**100.00**	**171,048,750.08**	**100.00**	**100.00**
JHancock Disciplined Value R6	18,065,784.86	10.08	10.00	-	-	-
AB Large Cap Growth Z	17,945,830.40	10.01	10.00	18,551,409.95	10.85	9.00
JPMorgan Mid Cap Value R6	8,990,968.65	5.02	5.00	8,734,811.87	5.11	5.00
Pioneer Select Mid Cap Growth K	9,001,192.88	5.02	5.00	9,201,586.74	5.38	5.00
JPMorgan Small Cap Value R6	8,904,829.96	4.97	5.00	8,814,862.69	5.15	5.00
AB Small Cap Growth Z	8,915,630.83	4.97	5.00	8,568,883.71	5.01	5.00
Columbia Overseas Value Inst3	8,950,897.02	4.99	5.00	5,234,055.66	3.06	3.00
ClearBridge International Growth IS	9,028,734.48	5.04	5.00	5,150,709.30	3.01	3.00
Voya Multi-Manager International Sm Cp I	9,055,709.60	5.05	5.00	8,630,739.41	5.05	5.00
MFS Global Real Estate R6	8,955,649.62	5.00	5.00	8,151,346.27	4.77	5.00
Delaware Ivy Global Bond Fund Class R6	10,723,152.79	5.98	6.00	9,800,806.36	5.73	6.00
JHancock Bond R6	7,132,602.81	3.98	4.00	6,458,508.70	3.78	4.00
Transamerica Guaranteed Investment Option	53,550,719.16	29.88	30.00	48,246,273.17	28.21	30.00
Pioneer Equity Income K	-	-	-	15,304,486.64	8.95	9.00
Columbia Emerging Markets Inst3	-	-	-	10,200,269.61	5.96	6.00

Asset Allocation

As of September 30, 2024

Account Name	Q3-2024 Market Value $	Q3-2024 Allocation (%)	Q3-2024 Target (%)	Q2-2024 Market Value $	Q2-2024 Allocation (%)	Q2-2024 Target (%)
Moderate Portfolio	**23,155,929.71**	**100.00**	**100.00**	**22,790,471.11**	**100.00**	**100.00**
BNY Mellon Dynamic Value Fund Y	2,100,269.88	9.07	8.00	1,971,392.50	8.65	8.00
JPMorgan Growth Advantage R6	2,242,242.06	9.68	8.00	2,249,698.26	9.87	8.00
MFS Mid Cap Value R6	1,030,698.82	4.45	4.00	959,089.32	4.21	4.00
Delaware Ivy Mid Cap Growth R6	912,032.79	3.94	4.00	881,019.23	3.87	4.00
Franklin Small Cap Value R6	749,673.45	3.24	3.00	700,370.35	3.07	3.00
Delaware Ivy Small Cap Growth R6	722,334.04	3.12	3.00	704,785.26	3.09	3.00
Columbia Overseas Value Inst3	1,243,625.01	5.37	5.00	1,172,422.83	5.14	5.00
ClearBridge International Growth IS	1,222,273.83	5.28	5.00	1,157,262.81	5.08	5.00
JHancock Strategic Income Opps R6	1,120,484.94	4.84	5.00	1,093,119.16	4.80	5.00
Pioneer Bond K	1,130,773.78	4.88	5.00	1,090,337.95	4.78	5.00
Transamerica Guaranteed Investment Option	10,681,517.57	46.13	50.00	10,810,969.79	47.44	50.00
Federated Hermes Capital Pres ISP	3.54	0.00	0.00	3.65	0.00	0.00

Asset Allocation

As of September 30, 2024

Account Name	Q3-2024 Market Value $	Q3-2024 Allocation (%)	Q3-2024 Target (%)	Q2-2024 Market Value $	Q2-2024 Allocation (%)	Q2-2024 Target (%)
Conservative Portfolio	**28,706,739.63**	**100.00**	**100.00**	**28,135,776.05**	**100.00**	**100.00**
BNY Mellon Dynamic Value Fund Y	1,693,426.19	5.90	5.00	1,562,943.06	5.56	5.00
AB Large Cap Growth Z	1,764,580.99	6.15	5.00	1,763,829.12	6.27	5.00
Columbia Overseas Value Inst3	1,603,211.27	5.58	5.00	1,485,484.59	5.28	5.00
ClearBridge International Growth IS	1,568,427.08	5.46	5.00	1,459,076.25	5.19	5.00
Franklin US Government Secs R6	1,403,539.64	4.89	5.00	1,341,523.09	4.77	5.00
PIMCO Short-Term Instl	1,421,232.68	4.95	5.00	1,407,100.39	5.00	5.00
Transamerica Guaranteed Investment Option	19,252,321.78	67.07	70.00	19,115,819.55	67.94	70.00

Asset Allocation

As of September 30, 2024

Account Name	Q3-2024 Market Value $	Q3-2024 Allocation (%)	Q3-2024 Target (%)	Q2-2024 Market Value $	Q2-2024 Allocation (%)	Q2-2024 Target (%)
Fixed Income Portfolio	**11,977,060.21**	**100.00**	**100.00**	**11,958,794.45**	**100.00**	**100.00**
Pioneer Strategic Income K	636,931.08	5.32	5.00	607,631.40	5.08	5.00
Pioneer Bond K	625,025.19	5.22	5.00	598,324.71	5.00	5.00
PIMCO Short-Term Instl	611,870.63	5.11	5.00	612,350.70	5.12	5.00
Invesco Senior Floating Rate R6	645,256.58	5.39	5.00	641,795.91	5.37	5.00
Transamerica Guaranteed Investment Option	9,457,976.73	78.97	80.00	9,498,691.73	79.43	80.00

Style Diversification

As of September 30, 2024

This document must be accompanied by the three page "Consolidated Analysis Disclosures" document: otherwise, this illustration is incomplete and should not be relied upon.

Domestic Equity			
	Value	**Blend**	**Growth**
Large Cap	Putnam Large Cap Value R6 (3%)	Touchstone Large Cap Focused R6 (2%) Vanguard Institutional Index I (4%) Vanguard Total Stock Mkt Idx Adm (1%)	JPMorgan Large Cap Growth R6 (3%)
Mid Cap	JHancock Disciplined Value Mid Cap R6 (1%)	Vanguard Mid Cap Index Admiral (1%)	AB Discovery Growth Z (0%)
Small Cap	Delaware Small Cap Value R6 (0%)	Vanguard Small Cap Index Adm (0%)	PGIM Jennison Small Company R6 (0%)

Asset Allocation			
	Global	**Target Date**	**US**
	Aggressive Portfolio (10%) Balanced Portfolio (41%) Conservative Portfolio (7%) Fixed Income Portfolio (3%) Moderate Portfolio (5%) Ultra Aggressive Portfolio (6%)	T. Rowe Price Retirement 2010 I (0%) T. Rowe Price Retirement 2015 I (0%) T. Rowe Price Retirement 2020 I (0%) T. Rowe Price Retirement 2025 I (0%) T. Rowe Price Retirement 2030 I (1%) T. Rowe Price Retirement 2035 I (0%) T. Rowe Price Retirement 2040 I (1%) T. Rowe Price Retirement 2045 I (0%) T. Rowe Price Retirement 2050 I (0%) T. Rowe Price Retirement 2055 I (0%) T. Rowe Price Retirement 2060 I (0%) T. Rowe Price Retirement 2065 I (0%)	Vanguard LifeStrategy Cnsrv Gr Inv (0%) Vanguard LifeStrategy Growth Inv (1%) Vanguard LifeStrategy Income Inv (0%)

Percent shown in parentheses next to the fund is the percentage of assets within the plan.

Style Diversification

As of September 30, 2024

International			
	Value	**Blend**	**Growth**
Large Cap	Dodge & Cox International Stock X (1%)	Vanguard Total Intl Stock Index Admiral (0%)	BNY Mellon International Stock Fund Y (0%)
Small/Mid Cap			Invesco International Small-Mid Com R6 (0%)
	Global	**Emerging Markets**	**Region**
	American Funds New Perspective R6 (1%)	Goldman Sachs Emerging Markets Eq R6 (0%)	
Fixed Income			
	Short	**Intermediate**	**Long**
	Lord Abbett Short Duration Income R6 (1%) Transamerica Guaranteed Investment Option (3%)	MFS Total Return Bond R6 (0%) Vanguard Total Bond Market Index Adm (1%)	
	Bank Loan	**High Yield**	**Inflation-Protected**
		JPMorgan High Yield R6 (0%)	
	International	**Multisector**	**Non-Traditional**
	PIMCO International Bond (USD-Hdg) Instl (0%)		
Non-Traditional			
	Real Estate	**Misc**	**Sector**
	Cohen & Steers Realty Shares Z (0%)		Delaware Ivy Science and Technology R6 (1%) Vanguard Health Care Adm (1%)

Percent shown in parentheses next to the fund is the percentage of assets within the plan.

Action History Report

As of September 30, 2024

	Q3 2024	Q2 2024	Q1 2024	Q4 2023	Q3 2023	Q2 2023	Q1 2023	Q4 2022	Q3 2022	Q2 2022	Q1 2022	Q4 2021	Q3 2021	Q2 2021	Q1 2021	Q4 2020
Putnam Large Cap Value R6	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H
Touchstone Large Cap Focused R6	H	H	H	H	H	-	-	-	-	-	-	-	-	-	-	-
Vanguard Institutional Index I	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H
Vanguard Total Stock Mkt Idx Adm	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H
JPMorgan Large Cap Growth R6	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H
JHancock Disciplined Value Mid Cap R6	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H
Vanguard Mid Cap Index Admiral	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H
AB Discovery Growth Z	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H
Delaware Small Cap Value R6	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H
Vanguard Small Cap Index Adm	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H
PGIM Jennison Small Company R6	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H
Dodge & Cox International Stock X	H	H	H	H	H	H	H	H	-	H	-	-	-	-	-	-
Vanguard Total Intl Stock Index Admiral	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H
BNY Mellon International Stock Fund Y	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H
Invesco International Small-Mid Com R6	H	H	H	H	H	H	H	H	H	H	H	W	W	W	W	W
American Funds New Perspective R6	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H
Goldman Sachs Emerging Markets Eq R6	H	H	H	H	H	-	-	-	-	-	-	-	-	-	-	-
Cohen & Steers Realty Shares Z	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H
Vanguard Health Care Adm	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H
Delaware Ivy Science and Technology R6	H	H	H	H	H	-	-	-	-	-	-	-	-	-	-	-
T. Rowe Price Retirement 2010 I	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H
T. Rowe Price Retirement 2015 I	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H
T. Rowe Price Retirement 2020 I	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H
T. Rowe Price Retirement 2025 I	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H
T. Rowe Price Retirement 2030 I	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H
T. Rowe Price Retirement 2035 I	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H
T. Rowe Price Retirement 2040 I	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H
T. Rowe Price Retirement 2045 I	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H
T. Rowe Price Retirement 2050 I	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H
T. Rowe Price Retirement 2055 I	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H
T. Rowe Price Retirement 2060 I	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H
T. Rowe Price Retirement 2065 I	H	H	H	H	H	H	H	H	H	H	H	H	H	-	-	-
Vanguard LifeStrategy Income Inv	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H
Vanguard LifeStrategy Cnsrv Gr Inv	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H
Vanguard LifeStrategy Growth Inv	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H
PIMCO International Bond (USD-Hdg) Instl	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H
JPMorgan High Yield R6	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H
Vanguard Total Bond Market Index Adm	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H

Action History Report

As of September 30, 2024

	Q3 2024	Q2 2024	Q1 2024	Q4 2023	Q3 2023	Q2 2023	Q1 2023	Q4 2022	Q3 2022	Q2 2022	Q1 2022	Q4 2021	Q3 2021	Q2 2021	Q1 2021	Q4 2020
MFS Total Return Bond R6	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H
Lord Abbett Short Duration Income R6	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H

H Hold W Watch N None

Action History Report - Ultra Aggressive Portfolio

As of September 30, 2024

	Q3 2024	Q2 2024	Q1 2024	Q4 2023	Q3 2023	Q2 2023	Q1 2023	Q4 2022	Q3 2022	Q2 2022	Q1 2022	Q4 2021	Q3 2021	Q2 2021	Q1 2021	Q4 2020
BNY Mellon Dynamic Value Fund Y	H	H	H	H	H	-	-	-	-	-	-	-	-	-	-	-
Goldman Sachs Large Cap Gr Insghts R6	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H
Columbia Select Mid Cap Value Instl 3	H	H	H	H	H	H	H	H	H	H	H	H	-	-	-	-
Delaware Ivy Mid Cap Growth R6	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H
Franklin Small Cap Value R6	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H
Delaware Ivy Small Cap Growth R6	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H
Columbia Overseas Value Inst3	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H
ClearBridge International Growth IS	H	H	H	H	H	H	H	H	H	-	-	-	-	-	-	-
Voya Multi-Manager International Sm Cp I	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H
Invesco Developing Markets R6	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H
Columbia Seligman Tech & Info Inst3	H	H	H	H	H	-	-	-	-	-	-	-	-	-	-	-

H Hold W Watch N None

Action History Report - Aggressive Portfolio

As of September 30, 2024

	Q3 2024	Q2 2024	Q1 2024	Q4 2023	Q3 2023	Q2 2023	Q1 2023	Q4 2022	Q3 2022	Q2 2022	Q1 2022	Q4 2021	Q3 2021	Q2 2021	Q1 2021	Q4 2020
JHancock Disciplined Value R6	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H
AB Large Cap Growth Z	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H
Columbia Select Mid Cap Value Instl 3	H	H	H	H	H	H	H	H	H	H	H	H	-	-	-	-
Delaware Ivy Mid Cap Growth R6	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H
Franklin Small Cap Value R6	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H
Delaware Ivy Small Cap Growth R6	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H
Columbia Overseas Value Inst3	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H
ClearBridge International Growth IS	H	H	H	H	H	H	H	H	H	-	-	-	-	-	-	-
Voya Multi-Manager International Sm Cp I	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H
Goldman Sachs Em Mkts Eq Insghts R6	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H

H Hold W Watch N None

Action History Report - Balanced Portfolio

As of September 30, 2024

	Q3 2024	Q2 2024	Q1 2024	Q4 2023	Q3 2023	Q2 2023	Q1 2023	Q4 2022	Q3 2022	Q2 2022	Q1 2022	Q4 2021	Q3 2021	Q2 2021	Q1 2021	Q4 2020
JHancock Disciplined Value R6	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H
AB Large Cap Growth Z	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H
JPMorgan Mid Cap Value R6	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H
Pioneer Select Mid Cap Growth K	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H
JPMorgan Small Cap Value R6	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H
AB Small Cap Growth Z	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H
Columbia Overseas Value Inst3	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H
ClearBridge International Growth IS	H	H	H	H	H	H	H	H	H	-	-	-	-	-	-	-
Voya Multi-Manager International Sm Cp I	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H
MFS Global Real Estate R6	H	H	H	H	H	-	-	-	-	-	-	-	-	-	-	-
Delaware Ivy Global Bond Fund Class R6	H	H	H	H	H	H	H	H	H	-	-	-	-	-	-	-
JHancock Bond R6	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H

H Hold W Watch N None

Action History Report - Moderate Portfolio

As of September 30, 2024

	Q3 2024	Q2 2024	Q1 2024	Q4 2023	Q3 2023	Q2 2023	Q1 2023	Q4 2022	Q3 2022	Q2 2022	Q1 2022	Q4 2021	Q3 2021	Q2 2021	Q1 2021	Q4 2020
BNY Mellon Dynamic Value Fund Y	H	H	H	H	H	-	-	-	-	-	-	-	-	-	-	-
JPMorgan Growth Advantage R6	H	H	H	H	H	-	-	-	-	-	-	-	-	-	-	-
MFS Mid Cap Value R6	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H
Delaware Ivy Mid Cap Growth R6	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H
Franklin Small Cap Value R6	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H
Delaware Ivy Small Cap Growth R6	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H
Columbia Overseas Value Inst3	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H
ClearBridge International Growth IS	H	H	H	H	H	H	H	H	H	-	-	-	-	-	-	-
JHancock Strategic Income Opps R6	H	H	H	H	H	H	H	H	H	-	-	-	-	-	-	-
Pioneer Bond K	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H

H Hold W Watch N None

Action History Report - Conservative Portfolio

As of September 30, 2024

	Q3 2024	Q2 2024	Q1 2024	Q4 2023	Q3 2023	Q2 2023	Q1 2023	Q4 2022	Q3 2022	Q2 2022	Q1 2022	Q4 2021	Q3 2021	Q2 2021	Q1 2021	Q4 2020
BNY Mellon Dynamic Value Fund Y	H	H	H	H	H	-	-	-	-	-	-	-	-	-	-	-
AB Large Cap Growth Z	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H
Columbia Overseas Value Inst3	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H
ClearBridge International Growth IS	H	H	H	H	H	H	H	H	H	-	-	-	-	-	-	-
Franklin US Government Secs R6	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H
PIMCO Short-Term Instl	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H

H Hold W Watch N None

Action History Report - Fixed Income Portfolio

As of September 30, 2024

	Q3 2024	Q2 2024	Q1 2024	Q4 2023	Q3 2023	Q2 2023	Q1 2023	Q4 2022	Q3 2022	Q2 2022	Q1 2022	Q4 2021	Q3 2021	Q2 2021	Q1 2021	Q4 2020
Pioneer Strategic Income K	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H
Pioneer Bond K	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H
PIMCO Short-Term Instl	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H
Invesco Senior Floating Rate R6	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H

H Hold W Watch N None

Investment(s) - Due Diligence Update(s) - Scorecard

As of September 30, 2024

Fund Name	Manager Tenure	Style Consistency	Total Return 3 Yrs > Cat. Avg.	Total Return 5 Yrs > Cat. Avg.	Alpha 5 Yrs > 0	Info. Ratio 5 Yrs > 50Pct	Sharpe Ratio 5 Yrs > Cat. Avg.	Rolling Period Score	Overall Score	Meeting Date
Putnam Large Cap Value R6	■	■	■	■	■	■	■	■	■	
Touchstone Large Cap Focused R6	■	■	■	■	■	■	■	■	■	
Vanguard Institutional Index I	■	■	■	■	■	■	■	■	■	Q4'23
Vanguard Total Stock Mkt Idx Adm	■	■	■	■	■	■	■	■	■	Q4'23
JPMorgan Large Cap Growth R6	■	■	■	■	■	■	■	■	■	Q3'23; Q4'23
JHancock Disciplined Value Mid Cap R6	■	■	■	■	■	■	■	■	■	Q1'23;Q1'24
Vanguard Mid Cap Index Admiral	■	■	■	■	■	■	■	■	■	Q4'23
AB Discovery Growth Z	■	■	■	■	■	■	■	■	■	Q1'23;Q1'24
Delaware Small Cap Value R6	■	■	■	■	■	■	■	■	■	Q4'23
Vanguard Small Cap Index Adm	■	■	■	■	■	■	■	■	■	Q4'23
PGIM Jennison Small Company R6	■	■	■	■	■	■	■	■	■	
Dodge & Cox International Stock X	■	■	■	■	■	■	■	■	■	
Vanguard Total Intl Stock Index Admiral	■	■	■	■	■	■	■	■	■	Q4'23
BNY Mellon International Stock Fund Y	■	■	■	■	■	■	■	■	■	
Invesco International Small-Mid Com R6	■	■	■	■	■	■	■	■	■	
American Funds New Perspective R6	■	■	■	■	■	■	■	■	■	Q4'23
Goldman Sachs Emerging Markets Eq R6	■	■	■	■	■	■	■	■	■	Q1'23;Q1'24
Cohen & Steers Realty Shares Z	■	■	■	■	■	■	■	■	■	Q4'23
Vanguard Health Care Adm	■	■	■	■	■	■	■	■	■	
Delaware Ivy Science and Technology R6	■	■	■	■	■	■	■	■	■	
T. Rowe Price Retirement 2010 I	-	-	-	-	-	-	-	-	■	Q4'23;Q1'24; Q2'24; Q3'24
T. Rowe Price Retirement 2015 I	-	-	-	-	-	-	-	-	■	Q4'23;Q1'24; Q2'24; Q3'24
T. Rowe Price Retirement 2020 I	-	-	-	-	-	-	-	-	■	Q4'23;Q1'24; Q2'24; Q3'24
T. Rowe Price Retirement 2025 I	-	-	-	-	-	-	-	-	■	Q4'23;Q1'24; Q2'24; Q3'24
T. Rowe Price Retirement 2030 I	-	-	-	-	-	-	-	-	■	Q4'23;Q1'24; Q2'24; Q3'24
T. Rowe Price Retirement 2035 I	-	-	-	-	-	-	-	-	■	Q4'23;Q1'24; Q2'24; Q3'24
T. Rowe Price Retirement 2040 I	-	-	-	-	-	-	-	-	■	Q4'23;Q1'24; Q2'24; Q3'24
T. Rowe Price Retirement 2045 I	-	-	-	-	-	-	-	-	■	Q4'23;Q1'24; Q2'24; Q3'24
T. Rowe Price Retirement 2050 I	-	-	-	-	-	-	-	-	■	Q4'23;Q1'24; Q2'24; Q3'24
T. Rowe Price Retirement 2055 I	-	-	-	-	-	-	-	-	■	Q4'23;Q1'24; Q2'24; Q3'24
T. Rowe Price Retirement 2060 I	-	-	-	-	-	-	-	-	■	Q4'23;Q1'24; Q2'24; Q3'24
T. Rowe Price Retirement 2065 I	-	-	-	-	-	-	-	-	■	Q4'23;Q1'24; Q2'24; Q3'24
Vanguard LifeStrategy Income Inv	■	■	■	■	■	■	■	■	■	
Vanguard LifeStrategy Cnsrv Gr Inv	■	■	■	■	■	■	■	■	■	
Vanguard LifeStrategy Growth Inv	■	■	■	■	■	■	■	■	■	
PIMCO International Bond (USD-Hdg) Instl	■	-	■	■	■	■	■	■	■	Q1'23;Q1'24
JPMorgan High Yield R6	■	-	■	■	■	■	■	■	■	Q1'23; Q4'23
Vanguard Total Bond Market Index Adm	■	-	■	■	■	■	■	■	■	Q4'23
MFS Total Return Bond R6	■	-	■	■	■	■	■	■	■	Q1'23;Q4'23;Q1'24
Lord Abbett Short Duration Income R6	■	-	■	■	■	■	■	■	■	Q1'23

■ = Pass ■ = Fail (Further Due Diligence Required)

Investment(s) - Due Diligence Update(s) - Scorecard - Ultra Aggressive Portfolio

As of September 30, 2024

Fund Name	Manager Tenure	Style Consistency	Total Return 3 Yrs > Cat. Avg.	Total Return 5 Yrs > Cat. Avg.	Alpha 5 Yrs > 0	Info. Ratio 5 Yrs > 50Pct	Sharpe Ratio 5 Yrs > Cat. Avg.	Rolling Period Score	Overall Score	Meeting Date
BNY Mellon Dynamic Value Fund Y	■	■	■	■	■	■	■	■	■	
Goldman Sachs Large Cap Gr Insghts R6	■	■	■	■	■	■	■	■	■	Q1'23;Q1'24
Columbia Select Mid Cap Value Instl 3	■	■	■	■	■	■	■	■	■	Q1'23
Delaware Ivy Mid Cap Growth R6	■	■	■	■	■	■	■	■	■	Q1'23; Q4'23;Q1'24
Franklin Small Cap Value R6	■	■	■	■	■	■	■	■	■	
Delaware Ivy Small Cap Growth R6	■	■	■	■	■	■	■	■	■	Q1'23;Q1'24
Columbia Overseas Value Inst3	■	■	■	■	■	■	■	■	■	Q1'23;Q1'24
ClearBridge International Growth IS	■	■	■	■	■	■	■	■	■	Q1'23;Q2'23;Q1'24
Voya Multi-Manager International Sm Cp I	■	■	■	■	■	■	■	■	■	
Invesco Developing Markets R6	■	■	■	■	■	■	■	■	■	Q3'23;Q1'24; Q2'24; Q3'24
Columbia Seligman Tech & Info Inst3	■	■	■	■	■	■	■	■	■	

■ = Pass ■ = Fail (Further Due Diligence Required)

Investment(s) - Due Diligence Update(s) - Scorecard - Aggressive Portfolio

As of September 30, 2024

Fund Name	Manager Tenure	Style Consistency	Total Return 3 Yrs > Cat. Avg.	Total Return 5 Yrs > Cat. Avg.	Alpha 5 Yrs > 0	Info. Ratio 5 Yrs > 50Pct	Sharpe Ratio 5 Yrs > Cat. Avg.	Rolling Period Score	Overall Score	Meeting Date
JHancock Disciplined Value R6	■	■	■	■	■	■	■	■	■	Q1'24; Q2'24; Q3'24
AB Large Cap Growth Z	■	■	■	■	■	■	■	■	■	Q1'23;Q1'24
Columbia Select Mid Cap Value Instl 3	■	■	■	■	■	■	■	■	■	Q1'23
Delaware Ivy Mid Cap Growth R6	■	■	■	■	■	■	■	■	■	Q1'23; Q4'23;Q1'24
Franklin Small Cap Value R6	■	■	■	■	■	■	■	■	■	
Delaware Ivy Small Cap Growth R6	■	■	■	■	■	■	■	■	■	Q1'23;Q1'24
Columbia Overseas Value Inst3	■	■	■	■	■	■	■	■	■	Q1'23;Q1'24
ClearBridge International Growth IS	■	■	■	■	■	■	■	■	■	Q1'23;Q2'23;Q1'24
Voya Multi-Manager International Sm Cp I	■	■	■	■	■	■	■	■	■	
Goldman Sachs Em Mkts Eq Insghts R6	■	■	■	■	■	■	■	■	■	Q1'23;Q1'24

■ = Pass ■ = Fail (Further Due Diligence Required)

Investment(s) - Due Diligence Update(s) - Scorecard - Balanced Portfolio

As of September 30, 2024

Fund Name	Manager Tenure	Style Consistency	Total Return 3 Yrs > Cat. Avg.	Total Return 5 Yrs > Cat. Avg.	Alpha 5 Yrs > 0	Info. Ratio 5 Yrs > 50Pct	Sharpe Ratio 5 Yrs > Cat. Avg.	Rolling Period Score	Overall Score	Meeting Date
JHancock Disciplined Value R6	■	■	■	■	■	■	■	■	■	Q1'24; Q2'24; Q3'24
AB Large Cap Growth Z	■	■	■	■	■	■	■	■	■	Q1'23;Q1'24
JPMorgan Mid Cap Value R6	■	■	■	■	■	■	■	■	■	
Pioneer Select Mid Cap Growth K	■	■	■	■	■	■	■	■	■	Q1'23;Q1'24
JPMorgan Small Cap Value R6	■	■	■	■	■	■	■	■	■	
AB Small Cap Growth Z	■	■	■	■	■	■	■	■	■	Q1'23;Q1'24
Columbia Overseas Value Inst3	■	■	■	■	■	■	■	■	■	Q1'23;Q1'24
ClearBridge International Growth IS	■	■	■	■	■	■	■	■	■	Q1'23;Q2'23;Q1'24
Voya Multi-Manager International Sm Cp I	■	■	■	■	■	■	■	■	■	
MFS Global Real Estate R6	■	■	■	■	■	■	■	■	■	Q1'23;Q1'24
Delaware Ivy Global Bond Fund Class R6	■	-	■	■	■	■	■	■	■	
JHancock Bond R6	■	-	■	■	■	■	■	■	■	

■ = Pass ■ = Fail (Further Due Diligence Required)

Investment(s) - Due Diligence Update(s) - Scorecard - Moderate Portfolio

As of September 30, 2024

Fund Name	Manager Tenure	Style Consistency	Total Return 3 Yrs > Cat. Avg.	Total Return 5 Yrs > Cat. Avg.	Alpha 5 Yrs > 0	Info. Ratio 5 Yrs > 50Pct	Sharpe Ratio 5 Yrs > Cat. Avg.	Rolling Period Score	Overall Score	Meeting Date
BNY Mellon Dynamic Value Fund Y	■	■	■	■	■	■	■	■	■	
JPMorgan Growth Advantage R6	■	■	■	■	■	■	■	■	■	
MFS Mid Cap Value R6	■	■	■	■	■	■	■	■	■	Q1'23;Q4'23;Q1'24
Delaware Ivy Mid Cap Growth R6	■	■	■	■	■	■	■	■	■	Q1'23; Q4'23;Q1'24
Franklin Small Cap Value R6	■	■	■	■	■	■	■	■	■	
Delaware Ivy Small Cap Growth R6	■	■	■	■	■	■	■	■	■	Q1'23;Q1'24
Columbia Overseas Value Inst3	■	■	■	■	■	■	■	■	■	Q1'23;Q1'24
ClearBridge International Growth IS	■	■	■	■	■	■	■	■	■	Q1'23;Q2'23;Q1'24
JHancock Strategic Income Opps R6	■	-	■	■	■	■	■	■	■	
Pioneer Bond K	■	-	■	■	■	■	■	■	■	Q1'23; Q3'23

■ = Pass ■ = Fail (Further Due Diligence Required)

Investment(s) - Due Diligence Update(s) - Scorecard - Conservative Portfolio

As of September 30, 2024

Fund Name	Manager Tenure	Style Consistency	Total Return 3 Yrs > Cat. Avg.	Total Return 5 Yrs > Cat. Avg.	Alpha 5 Yrs > 0	Info. Ratio 5 Yrs > 50Pct	Sharpe Ratio 5 Yrs > Cat. Avg.	Rolling Period Score	Overall Score	Meeting Date
BNY Mellon Dynamic Value Fund Y	■	■	■	■	■	■	■	■	■	
AB Large Cap Growth Z	■	■	■	■	■	■	■	■	■	Q1'23;Q1'24
Columbia Overseas Value Inst3	■	■	■	■	■	■	■	■	■	Q1'23;Q1'24
ClearBridge International Growth IS	■	■	■	■	■	■	■	■	■	Q1'23;Q2'23;Q1'24
Franklin US Government Secs R6	■	-	■	■	■	■	■	■	■	Q1'23;Q1'24
PIMCO Short-Term Instl	■	-	■	■	■	■	■	■	■	Q4'23

■ = Pass ■ = Fail (Further Due Diligence Required)

Investment(s) - Due Diligence Update(s) - Scorecard - Fixed Income Portfolio

As of September 30, 2024

Fund Name	Manager Tenure	Style Consistency	Total Return 3 Yrs > Cat. Avg.	Total Return 5 Yrs > Cat. Avg.	Alpha 5 Yrs > 0	Info. Ratio 5 Yrs > 50Pct	Sharpe Ratio 5 Yrs > Cat. Avg.	Rolling Period Score	Overall Score	Meeting Date
Pioneer Strategic Income K	■	-	■	■	■	■	■	■	■	Q1'23;Q4'23;Q1'24
Pioneer Bond K	■	-	■	■	■	■	■	■	■	Q1'23; Q3'23
PIMCO Short-Term Instl	■	-	■	■	■	■	■	■	■	Q4'23
Invesco Senior Floating Rate R6	■	-	■	■	■	■	■	■	■	Q4'23; Q2'24

■ = Pass ■ = Fail (Further Due Diligence Required)

Investment(s) - Due Diligence Update(s) - Scorecard

As of September 30, 2024

Fund Name	Comments	Action
JPMorgan Large Cap Growth R6	JPMorgan Large Cap Growth remains assigned an action of Hold. We continue to find the firm and portfolio management team to be stable and well-resourced to meet the mandate's investment objective. The fund follows a fundamental, bottom-up approach that combines stock selection and risk management. The approach has an emphasis of companies with a large addressable market undergoing meaningful change, a sustainable competitive advantage, and is deemed to have significant price momentum. The resulting portfolio consists of 65 holdings with 55.61% of fund assets in the ten largest positions. On July 1, the firm announced a proposal to change the strategy from "diversified" to "non-diversified" was put forth pending shareholder approval on October 2, 2024. Given the portfolio's consistently sector agnostic approach, its historical latitude before encroaching on current restrictions, and the expectation that if passed the change will not result in any alteration to the fund process, we do not find the potential change from diversified to non-diversified to be of material concern at this time. At the end of Q2'24, the approach continued to reflect a portfolio of large cap growth companies across a diverse set of sectors and industries; focused on those that may be beneficiaries of artificial intelligence related investment, adoption of weight loss drugs; and an increasing focus on electrification.	H
AB Discovery Growth Z	AB Discovery Growth remains assigned an action of Hold. We continue to find the firm and portfolio management team to be stable after Samantha Lau's assuming sole CIO and lead portfolio manager at the end of Q4'22. The investment team believes there are significant market inefficiencies within the small and mid cap market, and seek to exploit said inefficiencies in order to perform well relative to the Russell 2500 Growth Index. As such, the constructed portfolio has a meaningful small cap growth bias relative to its category peers and Russell Mid Cap Growth index, however, is reasonably in line with the fund's benchmark, Russell 2500 Growth. The fund's investment strategy employs a blended fundamental and quantitative approach which leads to a portfolio complexion that is momentum driven to select firms with a higher probability of exceeding growth expectations. Of note, the fund does not invest in communication services, materials and utilities sectors. Fund performance was strong in the one year period ended Q3'24, surpassing its Russell 2500 Growth benchmark and ranking in the top half of peer groups. The portfolio's track record over the 5 and 10 year trailing periods has also been competitive with category peers. Asset flows have been stable in 2024.	H
Delaware Small Cap Value R6	Delaware Small Cap Value remains assigned an action of Hold. We find the firm and portfolio management team to be well-resourced to meet the fund's investment objective. Despite the retirement of long tenured lead manager and CIO, Christopher Beck, in Q2'22 we do not currently find material concern with the departure. The remaining managers, Kelley Carabasi and Kent Madden have extensive experience of the fund leading to their roles in the succession plan being expected. Effective on or about December 31, 2024, the name of the fund will be changed to Macquarie Small Cap Value Fund. There are not expected to be any changes to the underlying philosophy or process of the strategy. The fund seeks capital appreciation by investing in the securities of primarily small companies whose stock prices are deemed by the management team to appear low relative to the underlying value or future potential of the firm. The constructed portfolio consists of 112 holdings with 16.56% of assets in the ten largest positions. Fund performance in the one year period ended Q3'24 was mixed, lagging its Russell 2000 Value benchmark but ranking in the top half of its peer group. Although overall security selection was additive to results over the annual term, poor selection within industrials dampened performance.	H

Investment(s) - Due Diligence Update(s) - Scorecard

As of September 30, 2024

Fund Name	Comments	Action
BNY Mellon International Stock Fund Y	BNY Mellon International Stock Fund remains assigned an action of Hold. The management team remains stable. Over the period ended Q3'24, while short-term performance falls to the bottom half of the peer group, long- and intermediate-term returns land in the second quartile. Long- and intermediate-term risk-adjusted returns are also favorable. In the past year ended Q3'24, weak industrials and financials selection more than offset strong consumer discretionary selection. Selection within North America and Asia Pacific also detracted.	H
PIMCO International Bond (USD-Hdg) Instl	PIMCO International Bond (USD-Hdg) remains assigned an action of Hold. The portfolio management team is stable and well-equipped to meet the fund's objective of maximizing total return, consistent with preservation of capital and prudent investment management. In Q2'24, interest rate and currency strategies helped results while spread sector strategies were neutral. Coming into Q3'24, the team's strategic outlook was that higher savings balances and a slower pass-through of monetary policy in the U.S. compared to other developed markets could sustain inflation above the Federal Reserve's 2% target over the cyclical horizon. They anticipate that the Federal Reserve will begin normalizing policy in late 2024, lagging other developed central banks in both the timing of the initial rate cut and the number of subsequent cuts. Furthermore, they believe an economic soft landing is still attainable, although both recessionary and inflationary risks remain elevated following unprecedented global supply and demand shocks. The fund's key strategies were focused on taking interest rate risk in more rate sensitive economies such as Australia and reducing it in economies that are less susceptible to higher yields (US) or where valuations are less compelling (Japan and China). The portfolio maintains an underweight to corporate credit, instead prefer exposure to senior securitized assets, specifically mortgage related assets in the US and Europe. They are positioned with a curve steepening bias and is short the long end of the curve across major developed markets due to fiscal pressures and lack of premia. And finally in currencies, they remain tactical positioned and maintain longs to a basket of select developed market, EM Asia, CEEEMEA and Latin American countries. The fund has outpaced its peers and benchmark, Bloomberg Gbl Agg Ex USD, over the 1-year period ended Q3'24. Fund flows have been stable in 2024.	H
JPMorgan High Yield R6	JPMorgan High Yield remains assigned an action of Hold. The firm and portfolio management team are stable and well-equipped to meet the fund's objective of a high level of current income by primarily investing in high yield debt securities. Secondarily, this fund pursues capital appreciation. The portfolio management team utilizes fundamental, quantitative, and technical inputs to underwrite every investment. In Q2'24, the fund benefitted from security selection in the cable satellite, wirelines and pharmaceuticals sectors aided performance. On balance, security selection in the retailers, media entertainment and transportation services sectors weighed on performance. The team's outlook at the end of the period was that high yield will likely generate carry-like returns until there is a shift in macro sentiment. Issuers continue to perform well, but this is reflected in valuations with spreads trading near their all-time tights. The default rate is expected to finish 2024 near 2%, well below its long term average. The team's view is that elevated starting yield and lower interest rate duration should position high yield for solid carry with lower volatility. The fund's performance was on par with the Credit Suisse HY index, however, lagged its benchmark, Bloomberg US HY 2% Issuer Cap index; and relative to its high yield peers was favorably above average over the 1-year period ended Q3'24. Asset inflows persisted in 2024.	H

Investment(s) - Due Diligence Update(s) - Scorecard

As of September 30, 2024

Fund Name	Comments	Action
MFS Total Return Bond R6	MFS Total Return Bond remains an action of Hold. The firm and portfolio management team are stable and well equipped to meet the funds investment objective of total return with an emphasis on current income but also considering capital appreciation. The Federal Reserve began its easing policy in Q3'24 by cutting rates by 50 bps. The fund has outperformed its benchmark in the 1-year trailing period ended Q3'24 and has performed consistent in all other annualized periods owing to its duration and credit quality stance. Asset flows remain steady in 2024.	H
Lord Abbett Short Duration Income R6	Lord Abbett Short Duration Income Bond remains assigned an action of Hold. The firm and management team are stable to meet the fund's objective of high level of income consistent with preservation of capital. The fund invests in various types of short duration debt (or fixed income) securities. It invests at least 65% of its net assets in investment grade debt securities including corporate debt securities of U.S. issuers; corporate debt securities of non-U.S. (including emerging market) issuers that are denominated in U.S. dollars; mortgage backed, mortgage-related, and other asset-backed securities; and securities issued or guaranteed by the U.S. government, its agencies and instrumentalities; and inflation-linked investments. The Federal Reserve began its easing policy in Q3'24 by cutting rates by 50 bps. The fund's performance relative to its benchmark, ICE BofA 1-3Y US Corp, in all annualized periods through Q3'24 has been challenged. Fund flows have been stable in 2024.	H

Investment(s) - Due Diligence Update(s) - Ultra Aggressive Portfolio

As of September 30, 2024

Fund Name	Comments	Action
Delaware Ivy Mid Cap Growth R6	Delaware Ivy Mid Cap Growth remains assigned an action of Hold. Effective on or about December 31, 2024, the name of the fund will be changed to Macquarie Mid Cap Growth Fund. There are no related changes to the strategy, process and/or product. Effective June 06, 2024 manager Nathan Brown departed from his role on the portfolio management team. However, longtime lead manager Kimberly Scott remains at the fore of the management team and, as such, we do not find the recent turnover to be of material concern. There are not expected to be any changes to the underlying philosophy or process of the strategy. The management team looks for fast-growing mid-cap firms they believe can become large-cap industry leaders. The fund aims to invest in common stocks the manager believes are high quality and/or offer above average growth potential. The portfolio is divided into three categories: high-quality durable growth (50% to 70%), riskier innovative companies (20% to 40%), and contrarian opportunities (20% to 40%). While not tethered to the fund's benchmark allocations, the management team stays benchmark-aware. Fund performance in the one year period ended Q3'24 struggled, lagging its Russell Mid Cap Growth benchmark due to overall negative effects from security selection. On balance, overall performance and risk adjusted returns have ranked favorably when compared to category average in the 10 year trailing period.	H
Franklin Small Cap Value R6	Franklin Small Cap Value remains assigned an action of Hold. We continue to find the portfolio management team to be stable and well-resourced to meet the investment objective. The investment seeks long term capital appreciation by selecting modestly leveraged companies within the capitalization range of the Russell 2000 index the managers deem undervalued. Fund performance in the one year period ended Q3'24 was mixed, ranking within the top half of its peer group but lagging its Russell 2000 Value benchmark due to mixed results from security selection. On balance, the overall performance and risk adjusted returns of the portfolio have been favorable relative to peers over the 10 year trailing period.	H
Delaware Ivy Small Cap Growth R6	Delaware Ivy Small Cap Growth remains assigned an action of Hold. The firm and portfolio management team remain stable and well-resourced to meet the fund's investment objective. In January of 2024, James P. Brown was added to the team. The management team divides the portfolio into four categories: aggressive growth (10%-20% of the portfolio); accelerating growth (20%-40%); consistent growth (20%-40%); and out-of-favor growth (10%-20%). Sector allocations are kept within 10% of the index and individual holdings are capped at 5%. Fund performance in the one year period ended Q3'24 struggled, lagging its Russell 2000 Growth benchmark due to unsuccessful security selection within the information technology and healthcare sectors. On balance, the strategy has performed well against its benchmark in the trailing 10 year annualized period while maintaining a risk profile in line with category peers.	H
Invesco Developing Markets R6	Invesco Developing Markets (formerly Invesco Oppenheimer Developing Markets) remains assigned an action of Hold. We find the firm and portfolio management team to be stable and well-resourced to meet the fund's investment objective. The strategy is growth-oriented, focused on structural growth themes with a bias towards giant-cap growth companies. Currently, the management team is focused on semi-conductors connected to AI adoption and India / China economic development. Q1 through Q3'24 performance was challenged relative to the fund's index, MSCI EM and peers. Over the past year ended Q2'24, the strategy was hurt by a lack of exposure to Indian firms that benefitted from infrastructure investment along with allocations to several Mexican firms that have been challenged since the election. A lack of exposure to value stocks, especially in China, hurt as well. On balance, the lack of exposure to the Middle East added value along with health care selection. We continue to monitor the fund's performance for improved results as well as fund flows for stability.	H

Investment(s) - Due Diligence Update(s) - Aggressive Portfolio

As of September 30, 2024

Fund Name	Comments	Action
Delaware Ivy Mid Cap Growth R6	Delaware Ivy Mid Cap Growth remains assigned an action of Hold. Effective on or about December 31, 2024, the name of the fund will be changed to Macquarie Mid Cap Growth Fund. There are no related changes to the strategy, process and/or product. Effective June 06, 2024 manager Nathan Brown departed from his role on the portfolio management team. However, longtime lead manager Kimberly Scott remains at the fore of the management team and, as such, we do not find the recent turnover to be of material concern. There are not expected to be any changes to the underlying philosophy or process of the strategy. The management team looks for fast-growing mid-cap firms they believe can become large-cap industry leaders. The fund aims to invest in common stocks the manager believes are high quality and/or offer above average growth potential. The portfolio is divided into three categories: high-quality durable growth (50% to 70%), riskier innovative companies (20% to 40%), and contrarian opportunities (20% to 40%). While not tethered to the fund's benchmark allocations, the management team stays benchmark-aware. Fund performance in the one year period ended Q3'24 struggled, lagging its Russell Mid Cap Growth benchmark due to overall negative effects from security selection. On balance, overall performance and risk adjusted returns have ranked favorably when compared to category average in the 10 year trailing period.	H
Franklin Small Cap Value R6	Franklin Small Cap Value remains assigned an action of Hold. We continue to find the portfolio management team to be stable and well-resourced to meet the investment objective. The investment seeks long term capital appreciation by selecting modestly leveraged companies within the capitalization range of the Russell 2000 index the managers deem undervalued. Fund performance in the one year period ended Q3'24 was mixed, ranking within the top half of its peer group but lagging its Russell 2000 Value benchmark due to mixed results from security selection. On balance, the overall performance and risk adjusted returns of the portfolio have been favorable relative to peers over the 10 year trailing period.	H
Delaware Ivy Small Cap Growth R6	Delaware Ivy Small Cap Growth remains assigned an action of Hold. The firm and portfolio management team remain stable and well-resourced to meet the fund's investment objective. In January of 2024, James P. Brown was added to the team. The management team divides the portfolio into four categories: aggressive growth (10%-20% of the portfolio); accelerating growth (20%-40%); consistent growth (20%-40%); and out-of-favor growth (10%-20%). Sector allocations are kept within 10% of the index and individual holdings are capped at 5%. Fund performance in the one year period ended Q3'24 struggled, lagging its Russell 2000 Growth benchmark due to unsuccessful security selection within the information technology and healthcare sectors. On balance, the strategy has performed well against its benchmark in the trailing 10 year annualized period while maintaining a risk profile in line with category peers.	H

Investment(s) - Due Diligence Update(s) - Balanced Portfolio

As of September 30, 2024

Fund Name	Comments	Action
JPMorgan Mid Cap Value R6	JPMorgan Mid Cap Value remains assigned an action of Hold. We find the firm and portfolio management team to be stable and well resourced to meet the mandate's objective. The portfolio consists of 102 holdings with 16.46% of assets in the ten largest holdings. Fund performance in the one year period ended Q3'24 was mixed, trailing the strategy's Russell Mid Cap Value benchmark but ranking in the top half of its peer group. Overall positive effects from security selection were dampened by weak selection in financials and industrials. Over the long term 10 year trailing period the portfolio has maintained a favorable risk profile and has beaten category average risk adjusted returns.	H
Pioneer Select Mid Cap Growth K	Pioneer Select Mid Cap Growth remains assigned an action of Hold. We continue to find the firm and portfolio management team to be stable and well resourced to meet the investment objective. The investment seeks capital appreciation by selecting stocks of companies the management team deems prospects for growth. Management divides growth prospects into four categories: emerging growth stock, relatively stable compounding growth stocks, core growth, and firms who benefit from structural changes. Performance in the one year period ended Q3'24 has been strong, outpacing its Russell Mid Cap Growth benchmark and ranking within the top quartile of its peer group. Strong security selection within health care and information technology has driven outperformance during the period.	H
JHancock Bond R6	JHancock Bond remains assigned an action of Hold. The firm and portfolio management team are stable and well-equipped to meet the fund's objective of generating a high level of current income consistent with prudent investment risk. The Federal Reserve began its easing policy in Q3'24 by cutting rates by 50 bps. The fund outperformed its peers and benchmark over the 1-year period ended Q3'24. Asset flows are steady in 2024.	H

Investment(s) - Due Diligence Update(s) - Moderate Portfolio

As of September 30, 2024

Fund Name	Comments	Action
Delaware Ivy Mid Cap Growth R6	Delaware Ivy Mid Cap Growth remains assigned an action of Hold. Effective on or about December 31, 2024, the name of the fund will be changed to Macquarie Mid Cap Growth Fund. There are no related changes to the strategy, process and/or product. Effective June 06, 2024 manager Nathan Brown departed from his role on the portfolio management team. However, longtime lead manager Kimberly Scott remains at the fore of the management team and, as such, we do not find the recent turnover to be of material concern. There are not expected to be any changes to the underlying philosophy or process of the strategy. The management team looks for fast-growing mid-cap firms they believe can become large-cap industry leaders. The fund aims to invest in common stocks the manager believes are high quality and/or offer above average growth potential. The portfolio is divided into three categories: high-quality durable growth (50% to 70%), riskier innovative companies (20% to 40%), and contrarian opportunities (20% to 40%). While not tethered to the fund's benchmark allocations, the management team stays benchmark-aware. Fund performance in the one year period ended Q3'24 struggled, lagging its Russell Mid Cap Growth benchmark due to overall negative effects from security selection. On balance, overall performance and risk adjusted returns have ranked favorably when compared to category average in the 10 year trailing period.	H
Franklin Small Cap Value R6	Franklin Small Cap Value remains assigned an action of Hold. We continue to find the portfolio management team to be stable and well-resourced to meet the investment objective. The investment seeks long term capital appreciation by selecting modestly leveraged companies within the capitalization range of the Russell 2000 index the managers deem undervalued. Fund performance in the one year period ended Q3'24 was mixed, ranking within the top half of its peer group but lagging its Russell 2000 Value benchmark due to mixed results from security selection. On balance, the overall performance and risk adjusted returns of the portfolio have been favorable relative to peers over the 10 year trailing period.	H
Delaware Ivy Small Cap Growth R6	Delaware Ivy Small Cap Growth remains assigned an action of Hold. The firm and portfolio management team remain stable and well-resourced to meet the fund's investment objective. In January of 2024, James P. Brown was added to the team. The management team divides the portfolio into four categories: aggressive growth (10%-20% of the portfolio); accelerating growth (20%-40%); consistent growth (20%-40%); and out-of-favor growth (10%-20%). Sector allocations are kept within 10% of the index and individual holdings are capped at 5%. Fund performance in the one year period ended Q3'24 struggled, lagging its Russell 2000 Growth benchmark due to unsuccessful security selection within the information technology and healthcare sectors. On balance, the strategy has performed well against its benchmark in the trailing 10 year annualized period while maintaining a risk profile in line with category peers.	H
JHancock Strategic Income Opps R6	JHancock Strategic Income Opps remains assigned an action of Hold. We continue to find the firm and portfolio management team to be stable and well-equipped to meet the fund's objective of maximizing total return consisting of current income and capital appreciation. By Q3'24 end, the fund had an effective duration was 4.17 years (shortened from 5.06 years at the end of Q1'24), and average credit quality remained BBB-rated. The Federal Reserve began its easing policy in Q3'24 by cutting rates by 50 bps. The fund has been challenged over the intermediate period relative to both the Bloomberg US Agg Bond and Bloomberg US Universal indices over most annualized time periods ended Q3'24. Asset inflows remain steady in 2024.	H

Investment(s) - Due Diligence Update(s) - Conservative Portfolio

As of September 30, 2024

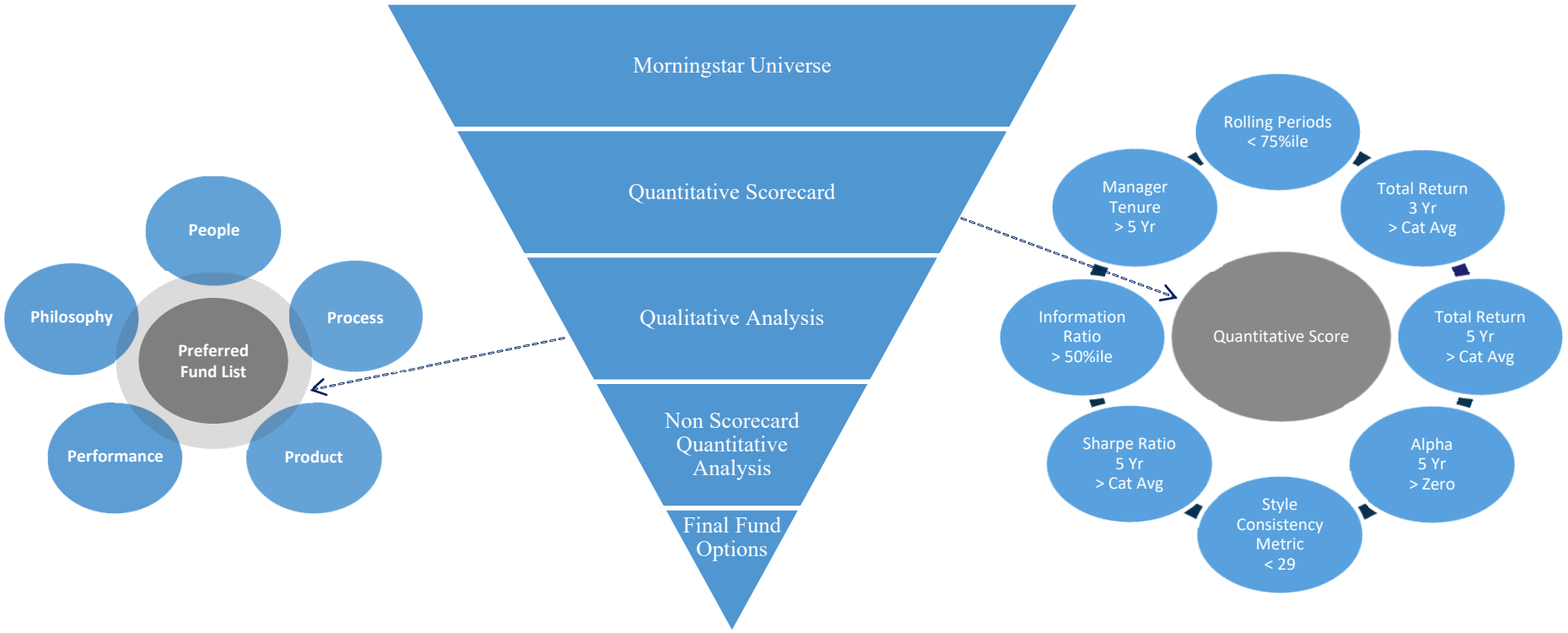
Fund Name	Comments	Action
Franklin US Government Secs R6	Franklin US Government Secs remains assigned an action of Hold. At the firm level, the acquisition by Franklin Resources of Putnam Investment Management, LLC, a wholly owned subsidiary of Putnam Holdings (and Advisor on this fund) and investment manager to the Putnam family of funds, and to become an indirect wholly owned subsidiary of Franklin Resources, was completed with the transaction close on January 2, 2024. And effective August 2, 2024, Franklin Distributors, LLC ("Franklin Distributors") is replacing Putnam Retail Management Limited Partnership ("Putnam Retail Management" or "PRM") as the fund's distributor and principal underwriter. We have no concerns with this subsequent firm level change at the time as there were no changes announced related to the fund's portfolio management team, process, benchmark or product design. However, effective September 30, 2024, two legacy Putnam investors were added to the team: Michael Salm, former Fixed Income CIO and Jatin Misra, former Co-Head of Securitized. Paul Varunok of Franklin Templeton will remain lead manager. We deem this team integration to be reasonable and have no material concerns at this time. The fund's investment goal of income remains. The fund has invested substantially in Government National Mortgage Association obligations, or Ginnie Maes (GNMAs). These securities carry a guarantee backed by the full faith and credit of the US government as to timely payment of principal and interest. The Federal Reserve began its easing policy in Q3'24 by cutting rates by 50 bps. In the 1-year trailing period ended Q3'24 the fund outperformed its benchmark. Fund flows have been positive in 2024.	H
PIMCO Short-Term Instl	PIMCO Short-Term remains assigned an action of Hold. We find the firm and portfolio management team to be stable and well-equipped to meet the fund's objective of maximizing current income while being consistent with preservation of capital and daily liquidity. Normally, the fund invests at least 65% of its total assets in a diversified portfolio of fixed income instrument with varying maturities. Coming into Q3'24, the portfolio was positioned with an underweight duration on the basis to limit headline interest rate risk as market expectations on the timing of potential Federal Reserve rate cuts continue to shift and absolute yields at the front-end remained attractive. Corporate bond exposure was conservatively positioned in favor of resilient sectors with attractive levels of yield and opportunities in commercial paper. Within high quality spread sectors, they emphasized opportunities within securitized credit, as a diversifier to investment grade corporate bonds. And finally, hedged to select non-US dollar positions back to USD to capture additional, diversifying yield. Active currency positions remained minimal. The Federal Reserve began its easing policy in Q3'24 by cutting rates by 50 bps. The fund outpaced its benchmark and peers, over all long-term trailing-year periods ended Q3'24 but has lagged in the 1-year trailing period. Fund inflows remain steady in 2024.	H

Investment(s) - Due Diligence Update(s) - Fixed Income Portfolio

As of September 30, 2024

Fund Name	Comments	Action
Pioneer Strategic Income K	Pioneer Strategic Income remains assigned an action of Hold. We find the firm and portfolio management team to be stable and well-resourced to meet the fund's investment objective of creating a high level of current income. Coming into Q3'24, the team maintained its slightly longer duration stance compared to the fund's benchmark, Bloomberg US Universal index, focusing on short to intermediate maturities, and selectively managing exposure to investment-grade and high yield corporates. They are more optimistic about the wider spreads available on Agency MBS, and are focused on credit exposure from well-collateralized residential securitized and asset-backed markets. The Federal Reserve began its easing policy in Q3'24 by cutting rates by 50 bps. The fund has outperformed its benchmark in all annualized period ended Q3'24. Asset inflows remain steady in 2024.	H
PIMCO Short-Term Instl	PIMCO Short-Term remains assigned an action of Hold. We find the firm and portfolio management team to be stable and well-equipped to meet the fund's objective of maximizing current income while being consistent with preservation of capital and daily liquidity. Normally, the fund invests at least 65% of its total assets in a diversified portfolio of fixed income instrument with varying maturities. Coming into Q3'24, the portfolio was positioned with an underweight duration on the basis to limit headline interest rate risk as market expectations on the timing of potential Federal Reserve rate cuts continue to shift and absolute yields at the front-end remained attractive. Corporate bond exposure was conservatively positioned in favor of resilient sectors with attractive levels of yield and opportunities in commercial paper. Within high quality spread sectors, they emphasized opportunities within securitized credit, as a diversifier to investment grade corporate bonds. And finally, hedged to select non-US dollar positions back to USD to capture additional, diversifying yield. Active currency positions remained minimal. The Federal Reserve began its easing policy in Q3'24 by cutting rates by 50 bps. The fund outpaced its benchmark and peers, over all long-term trailing-year periods ended Q3'24 but has lagged in the 1-year trailing period. Fund inflows remain steady in 2024.	H
Invesco Senior Floating Rate R6	Invesco Senior Floating Rate (formerly Invesco Oppenheimer Senior Floating Rate) remains assigned an action of Hold. We continue to find the firm and portfolio manager to be stable and well-resourced to meet the fund's investment objective of creating a high level of current income. The team's core investment philosophy and process has remained unchanged and is grounded in a fundamental bottom-up risk assessment of each issuer/issue in which it invests coupled with top-down macro risk positioning tied to broader economic trends. In Q2'24, the fund's outperformance relative to its benchmark, JPM Leveraged Loan index, was primarily driven by individual credit selection and risk positioning; sector rotation and non-loan holdings having nearly neutral effects on relative performance. Selection among consumer products, services and chemical sectors had the largest positive effect on relative return, while selection in the health care, cable and satellite, and technology industries detracted the most from relative returns for the period. Coming into Q3'24, the team's view was that there was a high probability of Federal Reserve rate cuts in 2024. They believe that loan coupon income in 2024 will benefit from a slower, shallower easing cycle coinciding with solid economic growth, earnings fundamentals and tailwind off a persistent shortage of new issue loan supply. The fund has lagged its peers in the 1-year trailing period ended Q3'24 primarily due to its credit quality stance. Asset inflows remained steady in 2024.	H

USIA Due Diligence Process



Scorecard Methodology

USIA's proprietary scorecard provides quantitative analysis considerations for short-, intermediate- and long-term time periods of absolute and relative risk/performance considerations as well as manager experience. USIA Research applies additional qualitative factor considerations based on their holistic due diligence process which focuses on people (firm/investment level); philosophy, process and product. Examples of these considerations are: enterprise and operational considerations; ownership structure; investment personnel stability and experience; risk management, compensation structure; relationship management; investment process adoption by the team and consistent with team culture; investment process transparency and consistency throughout portfolio construction process from selection to sale; and product economic, compliance, and operational considerations (i.e. size, availability, investment strategy type, etc.). Fund(s) may be added or removed from the asset class screen based on additional non-scorecard quantitative and qualitative analysis (i.e., attribution, style drift, qualifying separate account investment strategy, etc.). Score shown is based on the investment's share class and inclusive of expenses. USIA scorecard and subsequent commentary is determined by oldest share class score. **Data source for quantitative scorecard analysis is Morningstar Direct.*

USIA Scorecard Methodology*		
Metrics	**Metrics description**	**Metrics Point Values**
Rolling Periods <75%ile	Measures the four preceding quarter end period's 1 yr trailing returns.	20
Total Return - 3 Yr > Category Average	Net of fee relative performance results for 3 year period versus category average.	15
Total Return - 5 Yr > Category Average	Net of fee relative performance results for 5 year period versus category average.	20
Alpha - 5 Yr > 0	Measures the active return relative to the return of the investment's benchmark.	10
Style Consistency Metric < 29	Style Consistency Metric measures the extent of historical portfolio/strategy movement in both the value-growth and size dimensions for equity, target-date and allocation investments. Style consistency metric excludes fixed income investments due to limited data from source, as such qualitative analysis supplements the metric point value.	10
Sharpe Ratio - 5 Yr > Category Average	A risk-adjusted measure of an investment's performance calculated by using standard deviation and active return relative to a risk free benchmark to determine reward per unit of risk versus category average.	10
Information Ratio - 5 Yr > 50%ile	A risk-adjusted measure of an investment's performance that compares the fund's active returns and tracking error relative to its benchmark.	10
Manager Tenure >5 Yr	The number of years that the current manager(s) has been the portfolio manager(s) for the investment product.	5

Overall Quantitative Score
Equity (including target date/allocation) strategies equal to or greater than 50
Fixed income strategies equal to or greater than 45

Asset Allocation & Performance

As of September 30, 2024

This document must be accompanied by the two page "Consolidated Analysis Disclosures" document: otherwise, this illustration is incomplete and should not be relied upon.

	Ticker	Performance (%)								Expense Ratio Gross	Expense Ratio Net
		1 Quarter	Year To Date	1 Year	3 Years	5 Years	10 Years	Since Inception	Inception Date		
Putnam Large Cap Value R6	PEQSX	6.83 (73)	22.03 (4)	33.60 (6)	13.81 (2)	15.13 (3)	11.91 (2)	10.75 (59)	07/01/1977	0.55	0.55
Russell 1000 Value Index		9.43	16.68	27.76	9.03	10.69	9.23	-		-	-
Large Value Median		8.05	15.92	27.06	9.66	11.12	9.23	10.91		0.95	0.84
Touchstone Large Cap Focused R6	TSRLX	6.15 (33)	18.41 (71)	30.40 (78)	9.45 (71)	15.92 (20)	13.22 (13)	10.94 (64)	02/01/1934	1.20	0.67
S&P 500 Index		5.89	22.08	36.35	11.91	15.98	13.38	11.13		-	-
Large Blend Median		5.79	20.58	34.79	10.73	14.87	12.11	11.22		0.84	0.75
Vanguard Institutional Index I	VINIX	5.88 (42)	22.04 (25)	36.30 (26)	11.87 (22)	15.95 (19)	13.35 (8)	10.71 (17)	08/01/1990	0.04	0.04
S&P 500 Index		5.89	22.08	36.35	11.91	15.98	13.38	10.70		-	-
Large Blend Median		5.79	20.58	34.79	10.73	14.87	12.11	10.22		0.84	0.75
Vanguard Total Stock Mkt Idx Adm	VTSAX	6.17 (32)	20.58 (50)	35.24 (45)	10.10 (62)	15.18 (42)	12.77 (31)	10.49 (21)	05/01/1992	0.04	0.04
CRSP U.S. Total Market TR Index		6.18	20.60	35.23	10.11	15.19	12.79	-		-	-
Large Blend Median		5.79	20.58	34.79	10.73	14.87	12.11	10.02		0.84	0.75
JPMorgan Large Cap Growth R6	JLGMX	2.43 (65)	27.39 (14)	44.56 (16)	11.64 (9)	21.25 (3)	17.81 (3)	11.24 (21)	03/01/1992	0.52	0.44
Russell 1000 Growth Index		3.19	24.55	42.19	12.02	19.74	16.52	10.78		-	-
Large Growth Median		3.20	22.81	40.20	8.24	16.48	14.15	10.19		0.97	0.89
JHancock Disciplined Value Mid Cap R6	JVMRX	7.88 (80)	12.61 (54)	25.82 (53)	9.63 (29)	11.86 (28)	10.46 (7)	10.16 (21)	07/01/1997	0.76	0.75
Russell Midcap Value Index		10.08	15.08	29.01	7.39	10.33	8.93	9.76		-	-
Mid-Cap Value Median		9.09	12.87	26.05	8.70	10.52	8.75	9.08		1.02	0.94
Vanguard Mid Cap Index Admiral	VIMAX	9.36 (20)	14.72 (34)	28.79 (29)	5.31 (67)	11.22 (46)	10.21 (18)	10.17 (10)	06/01/1998	0.05	0.05
CRSP U.S. Mid Cap TR Index		9.37	14.73	28.81	5.32	11.23	10.23	-		-	-
Mid-Cap Blend Median		8.03	13.33	26.81	6.59	11.09	9.42	8.87		0.99	0.87
AB Discovery Growth Z	CHCZX	8.55 (20)	16.49 (23)	30.70 (21)	-2.93 (75)	10.70 (44)	10.60 (45)	10.40 (50)	08/01/1938	0.67	0.66
Russell Midcap Growth Index		6.54	12.91	29.33	2.32	11.48	11.30	-		-	-
Mid-Cap Growth Median		6.00	12.17	26.06	-0.19	10.46	10.42	10.40		1.12	1.01
Delaware Small Cap Value R6	DVZRX	8.10 (51)	11.71 (17)	24.79 (37)	5.74 (54)	9.30 (70)	8.16 (52)	10.66 (16)	07/01/1987	0.71	0.71
Russell 2000 Value Index		10.15	9.22	25.88	3.77	9.29	8.22	9.67		-	-
Small Value Median		8.12	9.10	23.32	5.93	10.37	8.21	10.10		1.23	1.09

The actual net expense ratio is the current expenses being assessed by the fund and indicates that the fund's investment manager with respect to the investment selection has agreed to waive a portion of their management fee and/or provide reimbursements that reduce the Gross Expense Ratio. The waiver and/or reimbursements may be voluntary or contractual and there is no guarantee that they will remain in effect. For important details regarding the fund's expense waiver/reimbursement arrangements, please see the fund prospectus. Please refer to the individual investment information pages that follow for specific investment characteristics and comparative information.

Asset Allocation & Performance

As of September 30, 2024

	Ticker	Performance (%)								Expense Ratio Gross	Expense Ratio Net
		1 Quarter	Year To Date	1 Year	3 Years	5 Years	10 Years	Since Inception	Inception Date		
Vanguard Small Cap Index Adm	VSMAX	9.02 (45)	12.37 (31)	27.43 (24)	4.36 (43)	10.66 (35)	9.64 (23)	10.77 (46)	01/01/1974	0.05	0.05
CRSP U.S. Small Cap TR Index		9.02	12.35	27.41	4.31	10.61	9.60	-		-	-
Small Blend Median		8.86	10.87	25.44	3.90	9.94	8.82	10.77		1.13	1.00
PGIM Jennison Small Company R6	PJSQX	8.48 (28)	11.90 (60)	26.26 (50)	2.67 (18)	13.16 (9)	10.14 (40)	10.51 (18)	12/01/1980	0.69	0.69
Russell 2000 Growth Index		8.41	13.22	27.66	-0.35	8.82	8.95	7.77		-	-
Small Growth Median		7.63	12.86	26.21	-0.78	9.50	9.58	9.87		1.26	1.12
Dodge & Cox International Stock X	DOXFX	9.99 (15)	13.53 (35)	21.27 (64)	8.20 (32)	9.17 (30)	4.82 (45)	7.26 (1)	06/01/2001	0.57	0.52
MSCI EAFE Value		8.98	14.52	24.00	9.70	8.97	5.21	5.74		-	-
Foreign Large Value Median		7.89	12.63	22.12	7.05	7.97	4.70	5.17		1.11	0.94
Vanguard Total Intl Stock Index Admiral	VTIAX	8.03 (28)	13.56 (37)	24.88 (42)	4.01 (56)	7.74 (52)	5.42 (49)	5.11 (63)	05/01/1996	0.12	0.12
FTSE Global ex USA All Cap Index		8.47	14.38	25.61	4.42	8.28	5.85	-		-	-
Foreign Large Blend Median		7.12	12.96	24.46	4.25	7.78	5.40	5.34		1.06	0.90
BNY Mellon International Stock Fund Y	DISYX	4.46 (81)	9.88 (82)	25.35 (59)	2.14 (38)	7.92 (41)	7.40 (24)	5.75 (17)	01/01/2007	0.89	0.89
MSCI EAFE Growth Index		5.72	12.57	26.93	2.25	8.08	6.99	5.08		-	-
Foreign Large Growth Median		6.14	12.70	26.16	-0.01	7.47	6.26	4.58		1.13	0.98
Invesco International Small-Mid Com R6	OSCIX	11.89 (6)	7.11 (77)	22.22 (60)	-4.67 (62)	5.26 (57)	8.14 (2)	11.19 (3)	12/01/1997	0.99	0.99
MSCI EAFE Smid Cap Growth Index		10.30	10.85	24.52	-2.45	5.80	6.08	5.70		-	-
Foreign Small/Mid Growth Median		8.14	9.61	22.98	-3.51	5.45	5.66	8.43		1.48	1.24
American Funds New Perspective R6	RNPGX	5.86 (21)	18.18 (42)	31.71 (51)	5.46 (31)	13.85 (16)	11.77 (12)	12.34 (4)	04/01/1973	0.42	0.42
MSCI World Growth		3.51	21.48	37.76	8.59	16.18	13.02	-		-	-
Global Large-Stock Growth Median		4.61	17.60	31.71	4.21	12.43	10.27	11.53		1.14	0.97
Goldman Sachs Emerging Markets Eq R6	GEMUX	8.38 (21)	17.19 (20)	24.59 (36)	-5.31 (86)	4.52 (62)	4.75 (26)	6.12 (44)	01/01/1998	1.11	1.02
MSCI Emerging Markets Index		8.88	17.24	26.54	0.82	6.15	4.41	6.81		-	-
Diversified Emerging Mkts Median		6.38	14.15	23.46	-0.87	5.27	3.57	5.94		1.46	1.15
Cohen & Steers Realty Shares Z	CSJZX	16.05 (44)	16.25 (15)	36.15 (9)	4.54 (10)	6.48 (10)	9.01 (5)	11.18 (1)	08/01/1991	0.84	0.80
FTSE NAREIT All Equity REITs		16.79	14.23	34.77	3.51	5.09	8.04	10.30		-	-
Real Estate Median		15.92	13.86	32.86	2.97	4.93	7.30	10.30		1.11	1.00

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Asset Allocation & Performance

As of September 30, 2024

	Ticker	Performance (%)								Expense Ratio Gross	Expense Ratio Net
		1 Quarter	Year To Date	1 Year	3 Years	5 Years	10 Years	Since Inception	Inception Date		
Vanguard Health Care Adm	VGHAX	3.65 (84)	12.26 (61)	19.74 (72)	7.12 (14)	12.03 (29)	9.58 (48)	15.46 (1)	06/01/1984	0.30	0.30
S&P Composite 1500 Healthcare Index		6.08	14.01	21.46	7.44	12.91	11.15	-		-	-
Health Median		5.76	13.35	22.60	2.80	11.15	9.47	12.27		0.98	0.85
Delaware Ivy Science and Technology R6	ISTNX	2.61 (32)	29.26 (9)	53.68 (8)	9.56 (33)	17.63 (53)	14.25 (75)	13.68 (12)	08/01/1997	0.84	0.84
S&P North American Technology Sector		1.86	28.47	50.52	13.42	22.37	20.56	11.18		-	-
Technology Median		1.36	19.71	40.97	7.53	18.26	17.39	11.27		0.91	0.86
T. Rowe Price Retirement 2010 I	TRPUX	4.90 (52)	10.31 (1)	18.89 (3)	3.01 (20)	6.23 (2)	5.71 (1)	7.10 (1)	10/01/2002	0.34	0.34
S&P Target Date 2010 Index		5.20	9.03	17.12	3.10	5.31	5.06	-		-	-
Target-Date 2000-2010 Median		4.92	8.61	16.41	2.46	5.15	5.00	6.56		0.66	0.53
T. Rowe Price Retirement 2015 I	TRUBX	4.97 (82)	10.65 (2)	19.39 (4)	3.23 (14)	6.68 (1)	6.18 (1)	6.47 (1)	03/01/2004	0.35	0.35
S&P Target Date 2015 Index		5.26	9.39	17.79	3.32	5.75	5.51	-		-	-
Target-Date 2015 Median		5.24	9.13	17.69	2.52	5.48	5.39	5.54		0.86	0.57
T. Rowe Price Retirement 2020 I	TRDBX	5.11 (86)	11.02 (7)	20.10 (21)	3.44 (13)	7.20 (1)	6.74 (1)	8.11 (1)	10/01/2002	0.37	0.37
S&P Target Date 2020 Index		5.43	10.19	19.05	3.73	6.15	5.93	-		-	-
Target-Date 2020 Median		5.46	10.04	19.10	2.73	5.99	5.70	6.91		0.90	0.65
T. Rowe Price Retirement 2025 I	TREHX	5.15 (82)	11.64 (9)	21.22 (23)	3.68 (18)	7.93 (1)	7.33 (1)	7.30 (1)	03/01/2004	0.38	0.38
S&P Target Date 2025 Index		5.59	10.65	19.81	4.09	7.01	6.55	-		-	-
Target-Date 2025 Median		5.61	10.67	20.35	3.08	6.60	6.11	6.33		0.86	0.61
T. Rowe Price Retirement 2030 I	TRFHX	5.50 (76)	12.95 (8)	23.44 (16)	4.22 (27)	8.82 (3)	7.99 (2)	9.05 (1)	10/01/2002	0.40	0.40
S&P Target Date 2030 Index		5.97	12.07	22.17	4.95	8.10	7.28	-		-	-
Target-Date 2030 Median		5.81	12.03	22.66	3.80	7.59	6.93	7.38		0.89	0.66
T. Rowe Price Retirement 2035 I	TRFJX	5.81 (72)	14.43 (11)	25.86 (21)	4.91 (41)	9.78 (11)	8.60 (9)	8.06 (1)	03/01/2004	0.42	0.42
S&P Target Date 2035 Index		6.25	13.57	24.56	5.81	9.25	8.03	-		-	-
Target-Date 2035 Median		6.02	13.60	25.07	4.75	8.85	7.71	7.25		0.90	0.64
T. Rowe Price Retirement 2040 I	TRHDX	5.93 (71)	15.63 (23)	27.63 (34)	5.45 (61)	10.57 (19)	9.10 (12)	9.66 (1)	10/01/2002	0.43	0.43
S&P Target Date 2040 Index		6.49	14.91	26.62	6.63	10.17	8.61	-		-	-
Target-Date 2040 Median		6.15	15.01	27.20	5.64	9.87	8.26	8.29		0.95	0.70

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Asset Allocation & Performance

As of September 30, 2024

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		1 Quarter	Year To Date	1 Year	3 Years	5 Years	10 Years	Since Inception	Inception Date		
T. Rowe Price Retirement 2045 I	TRIKX	6.03 (70)	16.52 (21)	28.82 (44)	5.94 (65)	11.17 (17)	9.44 (10)	8.62 (1)	06/01/2005	0.44	0.44
S&P Target Date 2045 Index		6.69	15.76	27.95	7.17	10.75	8.97	7.80		-	-
Target-Date 2045 Median		6.29	16.00	28.65	6.23	10.53	8.66	7.35		0.93	0.65
T. Rowe Price Retirement 2050 I	TRJLX	6.02 (71)	16.69 (31)	29.13 (50)	6.09 (63)	11.27 (20)	9.49 (12)	7.97 (1)	01/01/2007	0.45	0.45
S&P Target Date 2050 Index		6.74	16.25	28.68	7.45	11.06	9.18	7.28		-	-
Target-Date 2050 Median		6.28	16.33	29.12	6.40	10.74	8.81	6.85		0.99	0.70
T. Rowe Price Retirement 2055 I	TRJMX	6.10 (65)	16.87 (26)	29.28 (50)	6.10 (64)	11.25 (28)	9.47 (14)	7.95 (1)	01/01/2007	0.46	0.46
S&P Target Date 2055 Index		6.82	16.35	28.82	7.50	11.14	9.26	-		-	-
Target-Date 2055 Median		6.28	16.40	29.27	6.44	10.85	8.86	7.80		1.01	0.65
T. Rowe Price Retirement 2060 I	TRLNX	6.08 (65)	16.86 (29)	29.34 (48)	6.10 (62)	11.27 (30)	9.48 (24)	9.04 (7)	07/01/2014	0.46	0.46
S&P Target Date 2060 Index		6.87	16.42	28.90	7.53	11.18	9.32	8.82		-	-
Target-Date 2060 Median		6.29	16.39	29.26	6.39	10.85	9.16	8.54		1.04	0.65
T. Rowe Price Retirement 2065 I	TRMOX	6.02 (74)	16.74 (33)	29.15 (53)	6.13 (61)	-	-	12.47 (30)	11/01/2020	0.46	0.46
S&P Target Date 2065+ Index		6.85	16.69	29.29	7.69	11.29	-	13.08		-	-
Target-Date 2065+ Median		6.20	16.46	29.27	6.45	11.16	-	12.12		1.05	0.60
Vanguard LifeStrategy Income Inv	VASIX	5.30 (35)	6.85 (79)	14.87 (57)	0.59 (74)	2.59 (78)	3.57 (49)	5.62 (47)	10/01/1994	0.11	0.11
Dow Jones U.S. Conservative Index		3.78	6.10	12.09	0.40	2.45	3.23	5.42		-	-
Conservative Allocation Median		5.10	7.45	15.03	1.22	3.37	3.56	5.59		1.02	0.90
Vanguard LifeStrategy Cnsrv Gr Inv	VSCGX	5.74 (38)	9.58 (49)	18.82 (41)	2.39 (58)	5.06 (54)	5.24 (30)	6.57 (52)	10/01/1994	0.12	0.12
Dow Jones U.S. Moderately Conservative Index		5.52	8.76	17.68	2.37	5.35	5.59	6.93		-	-
Moderately Conservative Allocation Median		5.46	9.57	18.44	2.53	5.16	4.82	6.61		0.97	0.87
Vanguard LifeStrategy Growth Inv	VASGX	6.50 (24)	14.97 (34)	26.88 (34)	5.87 (41)	9.82 (30)	8.37 (24)	8.27 (61)	10/01/1994	0.14	0.14
Dow Jones U.S. Moderately Aggressive Index		6.41	13.53	25.31	6.01	10.64	9.55	9.49		-	-
Moderately Aggressive Allocation Median		6.00	14.20	25.64	5.54	9.18	7.63	8.48		1.03	0.97
PIMCO International Bond (USD-Hdg) Instl	PFORX	3.12 (85)	4.52 (31)	10.77 (64)	0.93 (5)	1.37 (15)	3.15 (3)	6.24 (1)	01/01/1993	0.75	0.75
Blmbg. Global Aggregate Index		6.98	3.60	11.99	-3.06	-0.83	0.57	4.10		-	-
Global Bond-USD Hedged Median		4.22	4.18	11.05	-0.64	0.49	2.05	5.01		0.80	0.68

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	Ticker	Performance (%)								Expense Ratio Gross	Expense Ratio Net
		1 Quarter	Year To Date	1 Year	3 Years	5 Years	10 Years	Since Inception	Inception Date		
JPMorgan High Yield R6	JHYUX	5.60 (5)	8.45 (15)	15.42 (22)	3.10 (35)	4.26 (37)	4.39 (40)	6.10 (18)	12/01/1998	0.60	0.50
Credit Suisse High Yield Index		4.74	7.61	14.92	3.22	4.53	4.83	6.46		-	-
High Yield Bond Median		4.51	7.31	14.33	2.74	4.04	4.23	5.60		1.00	0.82
Vanguard Total Bond Market Index Adm	VBTLX	5.06 (64)	4.41 (73)	11.40 (71)	-1.43 (44)	0.31 (59)	1.82 (46)	5.20 (38)	01/01/1987	0.05	0.05
Blmbg. U.S. Aggregate Float Adjusted		5.13	4.45	11.47	-1.38	0.36	1.87	-		-	-
Intermediate Core Bond Median		5.13	4.65	11.72	-1.50	0.39	1.78	5.15		0.66	0.55
MFS Total Return Bond R6	MRBKX	5.39 (29)	5.42 (41)	12.90 (35)	-0.80 (22)	1.15 (28)	2.33 (29)	4.46 (20)	02/01/1999	0.43	0.36
Blmbg. U.S. Universal Index		5.20	4.91	12.08	-1.05	0.70	2.15	4.19		-	-
Intermediate Core-Plus Bond Median		5.22	5.22	12.59	-1.42	0.72	2.02	4.08		0.78	0.66
Lord Abbett Short Duration Income R6	LDLVX	2.90 (74)	5.07 (41)	8.07 (60)	1.87 (32)	2.25 (29)	2.49 (11)	3.89 (19)	12/01/1993	0.31	0.31
Bloomberg U.S. Gov/Credit 1-3 Year Index		2.96	4.38	7.19	1.50	1.70	1.65	3.41		-	-
Short-Term Bond Median		3.06	4.95	8.26	1.52	1.92	1.88	3.41		0.71	0.60
Transamerica Guaranteed Investment Option		0.95 (12)	2.89 (12)	3.81 (12)	-	-	-	3.78 (12)	08/01/2023	-	-
Bloomberg U.S. Government 1-3 Year Index		2.89	4.13	6.78	1.28	1.49	1.42	6.10		-	-
IM U.S. GIC/Stable Value (SA+CF) Median		0.66	2.03	2.71	2.13	2.02	1.87	2.70		-	-
Ultra Aggressive Portfolio		6.27	15.73	28.20	6.34	12.68	10.82	10.01	08/01/2008	-	-
Blended Benchmark		7.00	17.03	31.44	6.75	12.29	10.60	9.70		-	-
Aggressive Portfolio		5.28	11.45	21.14	4.67	9.43	8.43	-	11/01/2001	-	-
Blended Benchmark		6.22	12.84	24.31	4.94	9.43	8.14	-		-	-
Balanced Portfolio		4.95	9.83	18.49	2.88	7.01	6.62	-	12/01/2007	-	-
Blended Benchmark		6.24	10.53	20.36	3.54	6.93	6.29	-		-	-
Moderate Portfolio		3.79	8.47	14.35	4.59	6.97	5.86	-	06/01/2007	-	-
Blended Benchmark		4.95	9.00	16.48	3.70	5.94	5.23	-		-	-
Conservative Portfolio		2.29	5.74	8.96	3.88	4.71	4.29	-	08/01/1997	-	-
Blended Benchmark		3.73	6.66	11.32	2.81	3.74	3.19	-		-	-
Fixed Income Portfolio		1.54	3.58	5.26	2.50	2.36	2.18	-	09/01/1999	-	-
Blended Benchmark		3.08	4.33	7.46	1.31	1.64	1.67	-		-	-

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	Ticker	Performance (%)								Expense Ratio Gross	Expense Ratio Net
		1 Quarter	Year To Date	1 Year	3 Years	5 Years	10 Years	Since Inception	Inception Date		
Ultra Aggressive Portfolio		**6.27**	**15.73**	**28.20**	**6.34**	**12.68**	**10.82**	**10.01**	**08/01/2008**	**-**	**-**
Blended Benchmark		7.00	17.03	31.44	6.75	12.29	10.60	9.70		-	-
BNY Mellon Dynamic Value Fund Y	DRGYX	9.05 (31)	17.80 (26)	26.92 (52)	14.44 (1)	15.61 (2)	11.71 (4)	11.54 (1)	10/01/1995	0.64	0.64
Russell 1000 Value Index		9.43	16.68	27.76	9.03	10.69	9.23	9.27		-	-
Large Value Median		8.05	15.92	27.06	9.66	11.12	9.23	8.77		0.95	0.84
Goldman Sachs Large Cap Gr Insghts R6	GLCUX	3.78 (40)	27.89 (11)	44.91 (14)	10.73 (18)	18.33 (22)	14.96 (31)	8.88 (69)	06/01/1997	0.59	0.55
Russell 1000 Growth Index		3.19	24.55	42.19	12.02	19.74	16.52	9.77		-	-
Large Growth Median		3.20	22.81	40.20	8.24	16.48	14.15	9.57		0.97	0.89
Columbia Select Mid Cap Value Instl 3	CMVYX	9.61 (32)	17.01 (8)	31.99 (9)	10.10 (20)	12.23 (22)	9.38 (26)	9.82 (25)	12/01/2001	0.77	0.77
Russell Midcap Value Index		10.08	15.08	29.01	7.39	10.33	8.93	9.97		-	-
Mid-Cap Value Median		9.09	12.87	26.05	8.70	10.52	8.75	8.91		1.02	0.94
Delaware Ivy Mid Cap Growth R6	IGRFX	5.76 (56)	6.76 (86)	22.01 (76)	-2.11 (69)	11.05 (33)	11.43 (22)	8.80 (25)	07/01/2000	0.86	0.68
Russell Midcap Growth Index		6.54	12.91	29.33	2.32	11.48	11.30	6.94		-	-
Mid-Cap Growth Median		6.00	12.17	26.06	-0.19	10.46	10.42	6.93		1.12	1.01
Franklin Small Cap Value R6	FRCSX	9.51 (23)	11.28 (21)	24.89 (34)	6.26 (41)	10.42 (49)	9.18 (23)	9.39 (66)	04/01/1996	0.62	0.60
Russell 2000 Value Index		10.15	9.22	25.88	3.77	9.29	8.22	9.19		-	-
Small Value Median		8.12	9.10	23.32	5.93	10.37	8.21	9.64		1.23	1.09
Delaware Ivy Small Cap Growth R6	IRGFX	4.81 (89)	13.87 (39)	22.08 (77)	-2.79 (63)	8.26 (73)	9.62 (49)	11.30 (16)	10/01/1992	0.91	0.76
Russell 2000 Growth Index		8.41	13.22	27.66	-0.35	8.82	8.95	8.21		-	-
Small Growth Median		7.63	12.86	26.21	-0.78	9.50	9.58	9.96		1.26	1.12
Columbia Overseas Value Inst3	COSYX	8.52 (34)	11.85 (65)	20.63 (73)	7.10 (50)	8.51 (39)	6.25 (8)	4.09 (26)	04/01/2008	0.84	0.78
MSCI EAFE Value		8.98	14.52	24.00	9.70	8.97	5.21	3.88		-	-
Foreign Large Value Median		7.89	12.63	22.12	7.05	7.97	4.70	3.52		1.11	0.94
ClearBridge International Growth IS	LMGPX	8.01 (24)	15.96 (17)	28.74 (33)	2.73 (31)	8.18 (37)	7.75 (21)	7.17 (29)	05/01/1995	0.71	0.71
MSCI EAFE Growth Index		5.72	12.57	26.93	2.25	8.08	6.99	5.17		-	-
Foreign Large Growth Median		6.14	12.70	26.16	-0.01	7.47	6.26	6.63		1.13	0.98

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	Ticker	Performance (%)								Expense Ratio Gross	Expense Ratio Net
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Voya Multi-Manager International Sm Cp I	NAPIX	8.44 (61)	13.40 (21)	24.68 (28)	2.48 (23)	9.62 (5)	6.88 (12)	9.05 (1)	09/01/1994	1.33	1.20
MSCI EAFE Smid Cap		10.36	11.73	23.91	1.12	6.75	6.30	5.71		-	-
Foreign Small/Mid Blend Median		8.70	11.78	23.67	1.60	7.44	5.79	8.79		1.32	1.11
Invesco Developing Markets R6	ODVIX	4.36 (75)	7.29 (93)	14.84 (93)	-4.80 (81)	1.91 (92)	2.37 (80)	9.72 (1)	12/01/1996	0.88	0.88
MSCI Emerging Markets Index		8.88	17.24	26.54	0.82	6.15	4.41	6.08		-	-
Diversified Emerging Mkts Median		6.38	14.15	23.46	-0.87	5.27	3.57	5.45		1.46	1.15
Columbia Seligman Tech & Info Inst3	CCOYX	1.08 (57)	17.74 (60)	34.96 (67)	11.16 (20)	22.49 (22)	19.92 (26)	14.79 (28)	07/01/1983	0.85	0.85
S&P North American Technology Sector		1.86	28.47	50.52	13.42	22.37	20.56	-		-	-
Technology Median		1.36	19.71	40.97	7.53	18.26	17.39	14.14		0.91	0.86

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Aggressive Portfolio		**5.28**	**11.45**	**21.14**	**4.67**	**9.43**	**8.43**	**-**	**11/01/2001**	**-**	**-**
Blended Benchmark		6.22	12.84	24.31	4.94	9.43	8.14	-		-	-
JHancock Disciplined Value R6	JDVWX	5.88 (89)	16.65 (42)	26.92 (52)	11.62 (14)	12.60 (22)	9.85 (31)	9.07 (18)	02/01/1997	0.66	0.66
Russell 1000 Value Index		9.43	16.68	27.76	9.03	10.69	9.23	8.53		-	-
Large Value Median		8.05	15.92	27.06	9.66	11.12	9.23	8.17		0.95	0.84
AB Large Cap Growth Z	APGZX	0.80 (95)	20.76 (64)	37.60 (67)	9.15 (37)	17.31 (36)	16.02 (12)	11.17 (31)	10/01/1992	0.53	0.52
Russell 1000 Growth Index		3.19	24.55	42.19	12.02	19.74	16.52	10.98		-	-
Large Growth Median		3.20	22.81	40.20	8.24	16.48	14.15	10.64		0.97	0.89
Columbia Select Mid Cap Value Instl 3	CMVYX	9.61 (32)	17.01 (8)	31.99 (9)	10.10 (20)	12.23 (22)	9.38 (26)	9.82 (25)	12/01/2001	0.77	0.77
Russell Midcap Value Index		10.08	15.08	29.01	7.39	10.33	8.93	9.97		-	-
Mid-Cap Value Median		9.09	12.87	26.05	8.70	10.52	8.75	8.91		1.02	0.94
Delaware Ivy Mid Cap Growth R6	IGRFX	5.76 (56)	6.76 (86)	22.01 (76)	-2.11 (69)	11.05 (33)	11.43 (22)	8.80 (25)	07/01/2000	0.86	0.68
Russell Midcap Growth Index		6.54	12.91	29.33	2.32	11.48	11.30	6.94		-	-
Mid-Cap Growth Median		6.00	12.17	26.06	-0.19	10.46	10.42	6.93		1.12	1.01
Franklin Small Cap Value R6	FRCSX	9.51 (23)	11.28 (21)	24.89 (34)	6.26 (41)	10.42 (49)	9.18 (23)	9.39 (66)	04/01/1996	0.62	0.60
Russell 2000 Value Index		10.15	9.22	25.88	3.77	9.29	8.22	9.19		-	-
Small Value Median		8.12	9.10	23.32	5.93	10.37	8.21	9.64		1.23	1.09
Delaware Ivy Small Cap Growth R6	IRGFX	4.81 (89)	13.87 (39)	22.08 (77)	-2.79 (63)	8.26 (73)	9.62 (49)	11.30 (16)	10/01/1992	0.91	0.76
Russell 2000 Growth Index		8.41	13.22	27.66	-0.35	8.82	8.95	8.21		-	-
Small Growth Median		7.63	12.86	26.21	-0.78	9.50	9.58	9.96		1.26	1.12
Columbia Overseas Value Inst3	COSYX	8.52 (34)	11.85 (65)	20.63 (73)	7.10 (50)	8.51 (39)	6.25 (8)	4.09 (26)	04/01/2008	0.84	0.78
MSCI EAFE Value		8.98	14.52	24.00	9.70	8.97	5.21	3.88		-	-
Foreign Large Value Median		7.89	12.63	22.12	7.05	7.97	4.70	3.52		1.11	0.94
ClearBridge International Growth IS	LMGPX	8.01 (24)	15.96 (17)	28.74 (33)	2.73 (31)	8.18 (37)	7.75 (21)	7.17 (29)	05/01/1995	0.71	0.71
MSCI EAFE Growth Index		5.72	12.57	26.93	2.25	8.08	6.99	5.17		-	-
Foreign Large Growth Median		6.14	12.70	26.16	-0.01	7.47	6.26	6.63		1.13	0.98

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Voya Multi-Manager International Sm Cp I	NAPIX	8.44 (61)	13.40 (21)	24.68 (28)	2.48 (23)	9.62 (5)	6.88 (12)	9.05 (1)	09/01/1994	1.33	1.20
MSCI EAFE Smid Cap		10.36	11.73	23.91	1.12	6.75	6.30	5.71		-	-
Foreign Small/Mid Blend Median		8.70	11.78	23.67	1.60	7.44	5.79	8.79		1.32	1.11
Goldman Sachs Em Mkts Eq Insghts R6	GERUX	4.14 (77)	14.94 (38)	23.72 (48)	0.33 (36)	6.62 (32)	4.97 (22)	2.11 (29)	11/01/2007	1.14	1.05
MSCI Emerging Markets Index		8.88	17.24	26.54	0.82	6.15	4.41	2.00		-	-
Diversified Emerging Mkts Median		6.38	14.15	23.46	-0.87	5.27	3.57	1.45		1.46	1.15
Transamerica Guaranteed Investment Option		0.95 (12)	2.89 (12)	3.81 (12)	-	-	-	3.78 (12)	08/01/2023	-	-
Bloomberg U.S. Government 1-3 Year Index		2.89	4.13	6.78	1.28	1.49	1.42	6.10		-	-
IM U.S. GIC/Stable Value (SA+CF) Median		0.66	2.03	2.71	2.13	2.02	1.87	2.70		-	-

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Balanced Portfolio		**4.95**	**9.83**	**18.49**	**2.88**	**7.01**	**6.62**	**-**	**12/01/2007**	**-**	**-**
Blended Benchmark		6.24	10.53	20.36	3.54	6.93	6.29	-		-	-
JHancock Disciplined Value R6	JDVWX	5.88 (89)	16.65 (42)	26.92 (52)	11.62 (14)	12.60 (22)	9.85 (31)	9.07 (18)	02/01/1997	0.66	0.66
Russell 1000 Value Index		9.43	16.68	27.76	9.03	10.69	9.23	8.53		-	-
Large Value Median		8.05	15.92	27.06	9.66	11.12	9.23	8.17		0.95	0.84
AB Large Cap Growth Z	APGZX	0.80 (95)	20.76 (64)	37.60 (67)	9.15 (37)	17.31 (36)	16.02 (12)	11.17 (31)	10/01/1992	0.53	0.52
Russell 1000 Growth Index		3.19	24.55	42.19	12.02	19.74	16.52	10.98		-	-
Large Growth Median		3.20	22.81	40.20	8.24	16.48	14.15	10.64		0.97	0.89
JPMorgan Mid Cap Value R6	JMVYX	10.48 (16)	14.81 (34)	28.85 (25)	8.37 (58)	10.25 (55)	9.01 (39)	11.67 (1)	12/01/1997	0.74	0.65
Russell Midcap Value Index		10.08	15.08	29.01	7.39	10.33	8.93	9.42		-	-
Mid-Cap Value Median		9.09	12.87	26.05	8.70	10.52	8.75	8.94		1.02	0.94
Pioneer Select Mid Cap Growth K	PSMKX	5.45 (65)	18.20 (13)	34.23 (12)	-0.45 (55)	9.74 (61)	10.24 (54)	11.97 (8)	07/01/1993	0.69	0.69
Russell Midcap Growth Index		6.54	12.91	29.33	2.32	11.48	11.30	10.26		-	-
Mid-Cap Growth Median		6.00	12.17	26.06	-0.19	10.46	10.42	9.90		1.12	1.01
JPMorgan Small Cap Value R6	JSVUX	8.72 (36)	10.52 (30)	26.26 (19)	4.83 (74)	10.52 (47)	8.10 (54)	10.27 (46)	02/01/1995	0.76	0.74
Russell 2000 Value Index		10.15	9.22	25.88	3.77	9.29	8.22	9.83		-	-
Small Value Median		8.12	9.10	23.32	5.93	10.37	8.21	10.17		1.23	1.09
AB Small Cap Growth Z	QUAZX	11.41 (4)	18.89 (17)	31.38 (21)	-4.35 (74)	10.35 (34)	11.23 (19)	10.36 (51)	03/01/1969	0.78	0.78
Russell 2000 Growth Index		8.41	13.22	27.66	-0.35	8.82	8.95	-		-	-
Small Growth Median		7.63	12.86	26.21	-0.78	9.50	9.58	10.36		1.26	1.12
Columbia Overseas Value Inst3	COSYX	8.52 (34)	11.85 (65)	20.63 (73)	7.10 (50)	8.51 (39)	6.25 (8)	4.09 (26)	04/01/2008	0.84	0.78
MSCI EAFE Value		8.98	14.52	24.00	9.70	8.97	5.21	3.88		-	-
Foreign Large Value Median		7.89	12.63	22.12	7.05	7.97	4.70	3.52		1.11	0.94
ClearBridge International Growth IS	LMGPX	8.01 (24)	15.96 (17)	28.74 (33)	2.73 (31)	8.18 (37)	7.75 (21)	7.17 (29)	05/01/1995	0.71	0.71
MSCI EAFE Growth Index		5.72	12.57	26.93	2.25	8.08	6.99	5.17		-	-
Foreign Large Growth Median		6.14	12.70	26.16	-0.01	7.47	6.26	6.63		1.13	0.98

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Asset Allocation & Performance

As of September 30, 2024

	Ticker	Performance (%)								Expense Ratio Gross	Expense Ratio Net
		1 Quarter	Year To Date	1 Year	3 Years	5 Years	10 Years	Since Inception	Inception Date		
Voya Multi-Manager International Sm Cp I	NAPIX	8.44 (61)	13.40 (21)	24.68 (28)	2.48 (23)	9.62 (5)	6.88 (12)	9.05 (1)	09/01/1994	1.33	1.20
MSCI EAFE Smid Cap		10.36	11.73	23.91	1.12	6.75	6.30	5.71		-	-
Foreign Small/Mid Blend Median		8.70	11.78	23.67	1.60	7.44	5.79	8.79		1.32	1.11
MFS Global Real Estate R6	MGLRX	13.60 (88)	8.78 (83)	26.79 (69)	-0.33 (68)	3.82 (19)	6.52 (8)	11.49 (8)	04/01/2009	0.86	0.85
S&P Developed Property Index		16.47	13.05	30.80	1.60	2.96	5.41	11.00		-	-
Global Real Estate Median		15.44	11.76	29.08	0.30	2.60	4.69	9.83		1.40	1.10
Delaware Ivy Global Bond Fund Class R6	IVBDX	4.54 (80)	4.46 (25)	11.28 (64)	0.41 (13)	2.15 (5)	2.33 (2)	2.99 (10)	05/01/2008	0.73	0.59
Blmbg. Global Aggregate Index		6.98	3.60	11.99	-3.06	-0.83	0.57	1.64		-	-
Global Bond Median		6.90	3.53	12.06	-2.57	-0.77	0.47	1.95		1.12	0.88
JHancock Bond R6	JHBSX	5.39 (28)	5.62 (31)	13.13 (28)	-1.20 (42)	1.12 (30)	2.58 (16)	6.69 (12)	12/01/1973	0.37	0.36
Blmbg. U.S. Universal Index		5.20	4.91	12.08	-1.05	0.70	2.15	-		-	-
Intermediate Core-Plus Bond Median		5.22	5.22	12.59	-1.42	0.72	2.02	6.44		0.78	0.66
Transamerica Guaranteed Investment Option		0.95 (12)	2.89 (12)	3.81 (12)	-	-	-	3.78 (12)	08/01/2023	-	-
Bloomberg U.S. Government 1-3 Year Index		2.89	4.13	6.78	1.28	1.49	1.42	6.10		-	-
IM U.S. GIC/Stable Value (SA+CF) Median		0.66	2.03	2.71	2.13	2.02	1.87	2.70		-	-

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Asset Allocation & Performance

As of September 30, 2024

	Ticker	Performance (%)								Expense Ratio Gross	Expense Ratio Net
		1 Quarter	Year To Date	1 Year	3 Years	5 Years	10 Years	Since Inception	Inception Date		
Moderate Portfolio		**3.79**	**8.47**	**14.35**	**4.59**	**6.97**	**5.86**	**-**	**06/01/2007**	**-**	**-**
Blended Benchmark		4.95	9.00	16.48	3.70	5.94	5.23	-		-	-
BNY Mellon Dynamic Value Fund Y	DRGYX	9.05 (31)	17.80 (26)	26.92 (52)	14.44 (1)	15.61 (2)	11.71 (4)	11.54 (1)	10/01/1995	0.64	0.64
Russell 1000 Value Index		9.43	16.68	27.76	9.03	10.69	9.23	9.27		-	-
Large Value Median		8.05	15.92	27.06	9.66	11.12	9.23	8.77		0.95	0.84
JPMorgan Growth Advantage R6	JGVVX	2.09 (73)	24.49 (32)	41.33 (43)	10.14 (24)	21.05 (4)	17.32 (4)	7.00 (64)	01/01/2000	0.64	0.55
Russell 1000 Growth Index		3.19	24.55	42.19	12.02	19.74	16.52	7.58		-	-
Large Growth Median		3.20	22.81	40.20	8.24	16.48	14.15	7.42		0.97	0.89
MFS Mid Cap Value R6	MVCKX	9.97 (25)	16.79 (10)	30.08 (15)	9.92 (23)	12.03 (25)	10.09 (11)	9.49 (31)	09/01/2001	0.63	0.62
Russell Midcap Value Index		10.08	15.08	29.01	7.39	10.33	8.93	9.73		-	-
Mid-Cap Value Median		9.09	12.87	26.05	8.70	10.52	8.75	8.63		1.02	0.94
Delaware Ivy Mid Cap Growth R6	IGRFX	5.76 (56)	6.76 (86)	22.01 (76)	-2.11 (69)	11.05 (33)	11.43 (22)	8.80 (25)	07/01/2000	0.86	0.68
Russell Midcap Growth Index		6.54	12.91	29.33	2.32	11.48	11.30	6.94		-	-
Mid-Cap Growth Median		6.00	12.17	26.06	-0.19	10.46	10.42	6.93		1.12	1.01
Franklin Small Cap Value R6	FRCSX	9.51 (23)	11.28 (21)	24.89 (34)	6.26 (41)	10.42 (49)	9.18 (23)	9.39 (66)	04/01/1996	0.62	0.60
Russell 2000 Value Index		10.15	9.22	25.88	3.77	9.29	8.22	9.19		-	-
Small Value Median		8.12	9.10	23.32	5.93	10.37	8.21	9.64		1.23	1.09
Delaware Ivy Small Cap Growth R6	IRGFX	4.81 (89)	13.87 (39)	22.08 (77)	-2.79 (63)	8.26 (73)	9.62 (49)	11.30 (16)	10/01/1992	0.91	0.76
Russell 2000 Growth Index		8.41	13.22	27.66	-0.35	8.82	8.95	8.21		-	-
Small Growth Median		7.63	12.86	26.21	-0.78	9.50	9.58	9.96		1.26	1.12
Columbia Overseas Value Inst3	COSYX	8.52 (34)	11.85 (65)	20.63 (73)	7.10 (50)	8.51 (39)	6.25 (8)	4.09 (26)	04/01/2008	0.84	0.78
MSCI EAFE Value		8.98	14.52	24.00	9.70	8.97	5.21	3.88		-	-
Foreign Large Value Median		7.89	12.63	22.12	7.05	7.97	4.70	3.52		1.11	0.94
ClearBridge International Growth IS	LMGPX	8.01 (24)	15.96 (17)	28.74 (33)	2.73 (31)	8.18 (37)	7.75 (21)	7.17 (29)	05/01/1995	0.71	0.71
MSCI EAFE Growth Index		5.72	12.57	26.93	2.25	8.08	6.99	5.17		-	-
Foreign Large Growth Median		6.14	12.70	26.16	-0.01	7.47	6.26	6.63		1.13	0.98

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Asset Allocation & Performance

As of September 30, 2024

	Ticker	Performance (%)								Expense Ratio Gross	Expense Ratio Net
		1 Quarter	Year To Date	1 Year	3 Years	5 Years	10 Years	Since Inception	Inception Date		
JHancock Strategic Income Opps R6	JIPRX	4.77 (35)	4.97 (91)	11.68 (76)	0.57 (73)	2.53 (59)	2.94 (64)	5.00 (24)	05/01/2006	0.72	0.67
Blmbg. U.S. Universal Index		5.20	4.91	12.08	-1.05	0.70	2.15	3.63		-	-
Multisector Bond Median		4.51	6.72	13.09	1.30	2.76	3.23	4.60		1.03	0.90
Pioneer Bond K	PBFKX	6.00 (5)	6.33 (9)	14.00 (9)	-0.78 (21)	1.58 (12)	2.62 (14)	6.55 (45)	11/01/1978	0.36	0.36
Blmbg. U.S. Universal Index		5.20	4.91	12.08	-1.05	0.70	2.15	-		-	-
Intermediate Core-Plus Bond Median		5.22	5.22	12.59	-1.42	0.72	2.02	6.49		0.78	0.66
Transamerica Guaranteed Investment Option		0.95 (12)	2.89 (12)	3.81 (12)	-	-	-	3.78 (12)	08/01/2023	-	-
Bloomberg U.S. Government 1-3 Year Index		2.89	4.13	6.78	1.28	1.49	1.42	6.10		-	-
IM U.S. GIC/Stable Value (SA+CF) Median		0.66	2.03	2.71	2.13	2.02	1.87	2.70		-	-

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Asset Allocation & Performance

As of September 30, 2024

	Ticker	Performance (%)								Expense Ratio Gross	Expense Ratio Net
		1 Quarter	Year To Date	1 Year	3 Years	5 Years	10 Years	Since Inception	Inception Date		
Conservative Portfolio		**2.29**	**5.74**	**8.96**	**3.88**	**4.71**	**4.29**	**-**	**08/01/1997**	**-**	**-**
Blended Benchmark		3.73	6.66	11.32	2.81	3.74	3.19	-		-	-
BNY Mellon Dynamic Value Fund Y	DRGYX	9.05 (31)	17.80 (26)	26.92 (52)	14.44 (1)	15.61 (2)	11.71 (4)	11.54 (1)	10/01/1995	0.64	0.64
Russell 1000 Value Index		9.43	16.68	27.76	9.03	10.69	9.23	9.27		-	-
Large Value Median		8.05	15.92	27.06	9.66	11.12	9.23	8.77		0.95	0.84
AB Large Cap Growth Z	APGZX	0.80 (95)	20.76 (64)	37.60 (67)	9.15 (37)	17.31 (36)	16.02 (12)	11.17 (31)	10/01/1992	0.53	0.52
Russell 1000 Growth Index		3.19	24.55	42.19	12.02	19.74	16.52	10.98		-	-
Large Growth Median		3.20	22.81	40.20	8.24	16.48	14.15	10.64		0.97	0.89
Columbia Overseas Value Inst3	COSYX	8.52 (34)	11.85 (65)	20.63 (73)	7.10 (50)	8.51 (39)	6.25 (8)	4.09 (26)	04/01/2008	0.84	0.78
MSCI EAFE Value		8.98	14.52	24.00	9.70	8.97	5.21	3.88		-	-
Foreign Large Value Median		7.89	12.63	22.12	7.05	7.97	4.70	3.52		1.11	0.94
ClearBridge International Growth IS	LMGPX	8.01 (24)	15.96 (17)	28.74 (33)	2.73 (31)	8.18 (37)	7.75 (21)	7.17 (29)	05/01/1995	0.71	0.71
MSCI EAFE Growth Index		5.72	12.57	26.93	2.25	8.08	6.99	5.17		-	-
Foreign Large Growth Median		6.14	12.70	26.16	-0.01	7.47	6.26	6.63		1.13	0.98
Franklin US Government Secs R6	FGORX	4.93 (63)	3.91 (73)	10.81 (47)	-0.99 (18)	-0.10 (50)	1.01 (63)	5.49 (13)	06/01/1970	0.52	0.51
Blmbg. U.S. Government: Intermediate Index		3.95	4.19	8.33	-0.10	0.84	1.50	-		-	-
Intermediate Government Median		5.08	4.19	10.68	-1.53	-0.10	1.13	5.43		0.77	0.69
PIMCO Short-Term Instl	PTSHX	1.33 (92)	4.65 (41)	6.14 (62)	3.39 (48)	2.73 (22)	2.34 (14)	4.02 (1)	11/01/1987	0.48	0.48
Bloomberg U.S. Government 1-3 Year Index		2.89	4.13	6.78	1.28	1.49	1.42	4.03		-	-
Ultrashort Bond Median		1.74	4.54	6.46	3.37	2.49	1.96	3.00		0.50	0.36
Transamerica Guaranteed Investment Option		0.95 (12)	2.89 (12)	3.81 (12)	-	-	-	3.78 (12)	08/01/2023	-	-
Bloomberg U.S. Government 1-3 Year Index		2.89	4.13	6.78	1.28	1.49	1.42	6.10		-	-
IM U.S. GIC/Stable Value (SA+CF) Median		0.66	2.03	2.71	2.13	2.02	1.87	2.70		-	-

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Asset Allocation & Performance

As of September 30, 2024

	Ticker	Performance (%)								Expense Ratio Gross	Expense Ratio Net
		1 Quarter	Year To Date	1 Year	3 Years	5 Years	10 Years	Since Inception	Inception Date		
Fixed Income Portfolio		**1.54**	**3.58**	**5.26**	**2.50**	**2.36**	**2.18**	**-**	**09/01/1999**	**-**	**-**
Blended Benchmark		3.08	4.33	7.46	1.31	1.64	1.67	-		-	-
Pioneer Strategic Income K	STRKX	6.37 (4)	7.70 (24)	15.70 (14)	0.73 (68)	2.85 (46)	3.35 (44)	5.75 (12)	05/01/1999	0.65	0.60
Blmbg. U.S. Universal Index		5.20	4.91	12.08	-1.05	0.70	2.15	4.24		-	-
Multisector Bond Median		4.51	6.72	13.09	1.30	2.76	3.23	4.96		1.03	0.90
Pioneer Bond K	PBFKX	6.00 (5)	6.33 (9)	14.00 (9)	-0.78 (21)	1.58 (12)	2.62 (14)	6.55 (45)	11/01/1978	0.36	0.36
Blmbg. U.S. Universal Index		5.20	4.91	12.08	-1.05	0.70	2.15	-		-	-
Intermediate Core-Plus Bond Median		5.22	5.22	12.59	-1.42	0.72	2.02	6.49		0.78	0.66
PIMCO Short-Term Instl	PTSHX	1.33 (92)	4.65 (41)	6.14 (62)	3.39 (48)	2.73 (22)	2.34 (14)	4.02 (1)	11/01/1987	0.48	0.48
Bloomberg U.S. Government 1-3 Year Index		2.89	4.13	6.78	1.28	1.49	1.42	4.03		-	-
Ultrashort Bond Median		1.74	4.54	6.46	3.37	2.49	1.96	3.00		0.50	0.36
Invesco Senior Floating Rate R6	OOSIX	1.97 (47)	6.76 (11)	8.81 (56)	6.43 (6)	4.61 (44)	3.88 (56)	4.63 (27)	10/01/1999	0.74	0.74
Credit Suisse Leveraged Loan Index		2.05	6.58	9.62	6.28	5.60	4.85	4.89		-	-
Bank Loan Median		1.95	5.97	8.95	5.31	4.52	3.95	4.24		1.05	0.96
Transamerica Guaranteed Investment Option		0.95 (12)	2.89 (12)	3.81 (12)	-	-	-	3.78 (12)	08/01/2023	-	-
Bloomberg U.S. Government 1-3 Year Index		2.89	4.13	6.78	1.28	1.49	1.42	6.10		-	-
IM U.S. GIC/Stable Value (SA+CF) Median		0.66	2.03	2.71	2.13	2.02	1.87	2.70		-	-

Percentile Ranks

1-50 51-75 76-100

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Asset Allocation & Performance

As of September 30, 2024

This document must be accompanied by the two page "Consolidated Analysis Disclosures" document: otherwise, this illustration is incomplete and should not be relied upon.

	Ticker	Performance (%)									
		2023	2022	2021	2020	2019	2018	2017	2016	2015	2014
Putnam Large Cap Value R6	PEQSX	15.75 (18)	-2.75 (24)	27.32 (36)	6.19 (23)	30.38 (7)	-8.00 (37)	19.14 (18)	14.00 (56)	-2.77 (39)	12.86 (22)
Russell 1000 Value Index		11.46	-7.54	25.16	2.80	26.54	-8.27	13.66	17.34	-3.83	13.45
Large Value Median		11.00	-5.40	26.02	2.73	25.58	-8.86	16.24	14.37	-3.40	11.04
Touchstone Large Cap Focused R6	TSRLX	25.45 (42)	-17.27 (43)	25.37 (68)	23.83 (7)	30.18 (48)	-2.66 (12)	23.08 (19)	11.26 (43)	0.53 (45)	10.33 (73)
S&P 500 Index		26.29	-18.11	28.71	18.40	31.49	-4.38	21.83	11.96	1.38	13.69
Large Blend Median		24.49	-18.15	26.80	17.33	29.98	-5.51	21.16	10.68	0.25	12.03
Vanguard Institutional Index I	VINIX	26.24 (25)	-18.14 (50)	28.67 (21)	18.39 (36)	31.46 (22)	-4.42 (25)	21.79 (33)	11.93 (27)	1.37 (24)	13.65 (18)
S&P 500 Index		26.29	-18.11	28.71	18.40	31.49	-4.38	21.83	11.96	1.38	13.69
Large Blend Median		24.49	-18.15	26.80	17.33	29.98	-5.51	21.16	10.68	0.25	12.03
Vanguard Total Stock Mkt Idx Adm	VTSAX	26.01 (31)	-19.53 (77)	25.71 (63)	20.99 (18)	30.80 (40)	-5.17 (44)	21.17 (50)	12.66 (20)	0.39 (48)	12.56 (42)
CRSP U.S. Total Market TR Index		25.98	-19.49	25.72	20.99	30.84	-5.17	21.19	12.68	0.40	12.58
Large Blend Median		24.49	-18.15	26.80	17.33	29.98	-5.51	21.16	10.68	0.25	12.03
JPMorgan Large Cap Growth R6	JLGMX	34.95 (67)	-25.21 (20)	18.79 (68)	56.42 (10)	39.39 (5)	0.57 (28)	38.37 (4)	-1.74 (87)	7.94 (21)	11.13 (44)
Russell 1000 Growth Index		42.68	-29.14	27.60	38.49	36.39	-1.51	30.21	7.08	5.67	13.05
Large Growth Median		39.00	-30.94	21.92	35.65	32.80	-1.50	29.06	2.73	5.07	10.64
JHancock Disciplined Value Mid Cap R6	JVMRX	16.77 (20)	-6.96 (40)	27.05 (67)	6.01 (26)	30.28 (18)	-14.59 (67)	15.69 (25)	15.35 (70)	2.16 (1)	13.44 (20)
Russell Midcap Value Index		12.71	-12.03	28.34	4.96	27.06	-12.29	13.34	20.00	-4.78	14.75
Mid-Cap Value Median		12.20	-7.97	28.71	2.81	26.78	-13.33	13.44	17.45	-4.20	10.32
Vanguard Mid Cap Index Admiral	VIMAX	15.98 (49)	-18.71 (79)	24.51 (41)	18.24 (22)	31.03 (21)	-9.23 (29)	19.25 (22)	11.22 (76)	-1.34 (22)	13.76 (9)
CRSP U.S. Mid Cap TR Index		15.98	-18.68	24.52	18.24	31.09	-9.22	19.30	11.25	-1.28	13.83
Mid-Cap Blend Median		15.89	-14.77	24.12	13.09	26.87	-11.23	15.96	15.39	-3.03	9.22
AB Discovery Growth Z	CHCZX	18.98 (65)	-35.89 (89)	11.15 (57)	53.04 (20)	30.82 (74)	-4.27 (40)	32.89 (7)	5.14 (49)	-0.61 (56)	2.92 (85)
Russell Midcap Growth Index		25.87	-26.72	12.73	35.59	35.47	-4.75	25.27	7.33	-0.20	11.90
Mid-Cap Growth Median		20.48	-28.45	11.85	36.48	33.74	-5.19	24.95	4.99	0.10	7.76
Delaware Small Cap Value R6	DVZRX	9.67 (92)	-12.06 (55)	34.46 (28)	-1.05 (77)	28.37 (10)	-17.19 (72)	12.19 (25)	31.33 (10)	-6.43 (56)	5.37 (37)
Russell 2000 Value Index		14.65	-14.48	28.27	4.63	22.39	-12.86	7.84	31.74	-7.47	4.22
Small Value Median		15.91	-11.61	31.14	3.53	21.98	-15.20	9.33	25.58	-6.02	4.34
Vanguard Small Cap Index Adm	VSMAX	18.20 (24)	-17.61 (58)	17.73 (79)	19.11 (24)	27.37 (19)	-9.31 (20)	16.24 (15)	18.30 (71)	-3.64 (39)	7.50 (19)
CRSP U.S. Small Cap TR Index		18.09	-17.64	17.71	19.07	27.35	-9.33	16.24	18.26	-3.68	7.54
Small Blend Median		16.28	-16.77	22.88	12.50	24.57	-12.05	13.19	20.66	-4.41	4.95

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Asset Allocation & Performance

As of September 30, 2024

	Ticker	Performance (%)									
		2023	2022	2021	2020	2019	2018	2017	2016	2015	2014
PGIM Jennison Small Company R6	PJSQX	12.02 (79)	-18.57 (6)	29.54 (4)	27.72 (76)	28.99 (48)	-13.07 (91)	20.03 (64)	13.65 (25)	-3.30 (65)	8.36 (7)
Russell 2000 Growth Index		18.66	-26.36	2.83	34.63	28.48	-9.31	22.17	11.32	-1.38	5.60
Small Growth Median		16.45	-28.28	9.40	38.01	28.55	-5.13	22.68	10.04	-2.11	3.11
Dodge & Cox International Stock X	DOXFX	16.81 (61)	-6.72 (25)	11.03 (57)	2.10 (54)	22.78 (12)	-17.98 (79)	23.94 (40)	8.26 (17)	-11.35 (93)	0.08 (8)
MSCI EAFE Value		19.79	-4.95	11.58	-2.10	16.83	-14.26	22.12	5.68	-5.22	-4.92
Foreign Large Value Median		17.84	-9.45	11.69	2.58	18.27	-16.16	22.79	2.37	-3.32	-5.59
Vanguard Total Intl Stock Index Admiral	VTIAX	15.52 (64)	-16.01 (55)	8.62 (69)	11.28 (37)	21.51 (60)	-14.43 (44)	27.55 (27)	4.67 (12)	-4.26 (83)	-4.17 (32)
FTSE Global ex USA All Cap Index		16.17	-15.83	9.13	11.54	22.19	-14.36	27.77	5.04	-4.03	-3.12
Foreign Large Blend Median		16.31	-15.68	10.45	9.25	21.99	-14.90	25.54	0.65	-0.94	-5.33
BNY Mellon International Stock Fund Y	DISYX	18.52 (26)	-22.03 (32)	11.19 (27)	19.37 (64)	27.78 (55)	-7.61 (5)	26.99 (80)	4.69 (7)	-0.61 (65)	-5.02 (63)
MSCI EAFE Growth Index		17.97	-22.69	11.59	18.68	28.43	-12.48	29.34	-2.66	4.47	-4.06
Foreign Large Growth Median		15.99	-24.82	8.70	22.10	28.05	-13.96	31.07	-2.30	0.44	-3.69
Invesco International Small-Mid Com R6	OSCIX	12.73 (46)	-30.94 (65)	14.25 (22)	25.23 (36)	25.28 (54)	-9.09 (7)	38.54 (29)	-0.06 (34)	15.40 (9)	0.54 (12)
MSCI EAFE Smid Cap Growth Index		14.57	-27.47	7.90	20.27	27.47	-17.16	33.54	-1.44	9.75	-3.62
Foreign Small/Mid Growth Median		12.38	-28.33	9.92	19.73	25.94	-17.85	34.84	-1.24	8.96	-4.21
American Funds New Perspective R6	RNPGX	25.01 (38)	-25.61 (43)	18.10 (25)	33.81 (30)	30.48 (53)	-5.56 (33)	29.30 (58)	2.19 (40)	5.63 (15)	3.56 (43)
MSCI World Growth		37.31	-29.05	21.40	34.18	34.14	-6.42	28.49	3.21	3.50	6.55
Global Large-Stock Growth Median		23.67	-26.00	15.75	29.67	30.58	-6.96	30.75	1.66	2.52	3.15
Goldman Sachs Emerging Markets Eq R6	GEMUX	6.63 (85)	-30.00 (91)	-2.44 (57)	31.00 (16)	26.05 (21)	-20.57 (86)	48.35 (3)	5.35 (69)	-5.59 (4)	1.26 (14)
MSCI Emerging Markets Index		10.26	-19.74	-2.22	18.69	18.90	-14.25	37.75	11.60	-14.60	-1.82
Diversified Emerging Mkts Median		10.90	-22.44	-1.69	17.60	20.58	-16.34	35.45	8.46	-13.67	-2.90
Cohen & Steers Realty Shares Z	CSJZX	12.76 (37)	-24.90 (16)	42.73 (34)	-2.81 (23)	32.96 (7)	-4.19 (18)	7.09 (28)	5.61 (63)	5.00 (7)	30.18 (40)
FTSE NAREIT All Equity REITs		11.36	-24.95	41.30	-5.12	28.66	-4.04	8.67	8.63	2.83	28.03
Real Estate Median		12.06	-26.29	41.44	-4.86	27.78	-5.81	5.37	6.07	2.98	29.82
Vanguard Health Care Adm	VGHAX	5.48 (35)	-1.01 (7)	14.36 (29)	12.67 (89)	22.98 (67)	1.21 (44)	19.66 (65)	-8.94 (39)	12.71 (13)	28.57 (40)
S&P Composite 1500 Healthcare Index		1.92	-3.31	24.85	14.55	20.87	6.71	22.47	-2.05	7.41	24.79
Health Median		4.03	-11.77	10.99	21.56	25.92	0.69	22.45	-10.50	7.70	27.10
Delaware Ivy Science and Technology R6	ISTNX	41.06 (71)	-32.14 (23)	15.80 (47)	36.53 (87)	50.77 (15)	-4.76 (65)	33.35 (73)	2.13 (87)	-2.74 (89)	4.10 (90)
S&P North American Technology Sector		61.13	-35.36	26.40	45.15	42.68	2.88	37.78	13.56	9.91	15.28
Technology Median		49.85	-36.36	15.40	48.63	38.43	-1.36	35.79	11.07	6.08	11.32

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Asset Allocation & Performance

As of September 30, 2024

	Ticker	Performance (%)									
		2023	2022	2021	2020	2019	2018	2017	2016	2015	2014
T. Rowe Price Retirement 2010 I	TRPUX	12.49 (4)	-14.00 (93)	8.75 (11)	11.90 (8)	16.16 (2)	-3.61 (61)	11.66 (11)	7.11 (12)	-0.76 (46)	4.99 (38)
S&P Target Date 2010 Index		10.78	-11.44	6.54	9.95	14.30	-3.10	9.95	5.82	-0.21	5.07
Target-Date 2000-2010 Median		9.67	-12.62	5.65	10.44	13.93	-3.40	10.33	6.14	-0.89	4.63
T. Rowe Price Retirement 2015 I	TRUBX	12.90 (5)	-14.17 (64)	9.54 (18)	12.57 (9)	17.40 (6)	-4.17 (61)	13.34 (14)	7.31 (13)	-0.58 (27)	5.37 (38)
S&P Target Date 2015 Index		11.38	-12.16	8.01	10.28	15.40	-3.67	11.39	6.56	-0.16	5.49
Target-Date 2015 Median		10.84	-13.72	7.78	11.18	15.33	-3.90	11.52	6.44	-1.03	4.86
T. Rowe Price Retirement 2020 I	TRDBX	13.54 (4)	-14.66 (63)	10.47 (9)	13.19 (16)	19.37 (3)	-4.94 (60)	15.74 (3)	7.41 (15)	-0.31 (17)	5.63 (33)
S&P Target Date 2020 Index		12.32	-12.81	8.76	10.24	16.52	-4.16	12.80	7.22	-0.19	5.67
Target-Date 2020 Median		11.66	-14.46	8.71	11.03	16.25	-4.58	12.87	6.39	-1.17	5.07
T. Rowe Price Retirement 2025 I	TREHX	14.60 (3)	-15.67 (59)	11.88 (8)	14.69 (8)	20.95 (4)	-5.62 (57)	17.68 (3)	7.55 (22)	-0.17 (11)	5.84 (37)
S&P Target Date 2025 Index		12.99	-13.13	10.67	11.22	18.38	-5.02	14.55	7.82	-0.25	5.56
Target-Date 2025 Median		12.65	-15.49	9.80	12.51	18.38	-5.43	15.06	6.93	-1.19	5.42
T. Rowe Price Retirement 2030 I	TRFHX	16.28 (5)	-16.98 (76)	13.55 (10)	15.90 (7)	22.48 (8)	-6.28 (44)	19.45 (4)	7.69 (39)	-0.02 (7)	6.05 (36)
S&P Target Date 2030 Index		14.80	-13.96	12.61	11.91	20.38	-5.99	16.19	8.35	-0.30	5.64
Target-Date 2030 Median		14.46	-16.37	11.58	13.17	20.41	-6.50	17.01	7.32	-1.31	5.56
T. Rowe Price Retirement 2035 I	TRFJX	18.17 (4)	-18.04 (81)	15.08 (19)	17.05 (12)	23.70 (18)	-6.87 (38)	20.88 (10)	7.64 (56)	0.13 (5)	6.07 (36)
S&P Target Date 2035 Index		16.63	-14.99	14.93	12.79	22.18	-6.88	17.78	8.85	-0.35	5.69
Target-Date 2035 Median		16.40	-17.13	13.91	14.10	22.33	-7.35	18.75	7.80	-1.46	5.61
T. Rowe Price Retirement 2040 I	TRHDX	19.60 (11)	-18.86 (87)	16.35 (30)	18.11 (12)	24.68 (20)	-7.32 (31)	22.02 (5)	7.63 (60)	0.17 (5)	6.18 (39)
S&P Target Date 2040 Index		18.16	-15.56	16.55	13.37	23.37	-7.41	18.87	9.23	-0.40	5.69
Target-Date 2040 Median		18.11	-17.85	15.80	14.88	23.67	-8.02	19.86	7.98	-1.50	5.76
T. Rowe Price Retirement 2045 I	TRIKX	20.48 (13)	-19.11 (88)	17.20 (38)	18.65 (11)	25.39 (28)	-7.57 (29)	22.41 (7)	7.69 (63)	0.17 (6)	6.14 (36)
S&P Target Date 2045 Index		19.14	-15.84	17.52	13.66	24.02	-7.74	19.56	9.54	-0.46	5.67
Target-Date 2045 Median		19.26	-18.19	16.74	15.38	24.61	-8.33	20.68	8.15	-1.50	5.76
T. Rowe Price Retirement 2050 I	TRJLX	20.81 (16)	-19.17 (81)	17.35 (41)	18.68 (10)	25.32 (33)	-7.58 (23)	22.38 (10)	7.71 (63)	0.19 (4)	6.19 (40)
S&P Target Date 2050 Index		19.59	-15.97	17.99	13.86	24.35	-7.94	20.18	9.74	-0.47	5.69
Target-Date 2050 Median		19.86	-18.31	17.03	15.61	24.71	-8.63	20.84	8.20	-1.42	5.88
T. Rowe Price Retirement 2055 I	TRJMX	20.78 (25)	-19.24 (78)	17.29 (48)	18.55 (11)	25.38 (35)	-7.62 (25)	22.33 (11)	7.73 (64)	0.18 (6)	6.18 (42)
S&P Target Date 2055 Index		19.62	-15.97	18.19	13.86	24.48	-7.97	20.48	9.94	-0.54	5.64
Target-Date 2055 Median		19.96	-18.36	17.23	15.69	24.85	-8.59	21.14	8.24	-1.53	5.89

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Asset Allocation & Performance

As of September 30, 2024

	Ticker	Performance (%)									
		2023	2022	2021	2020	2019	2018	2017	2016	2015	2014
T. Rowe Price Retirement 2060 I	TRLNX	20.85 (25)	-19.28 (80)	17.41 (48)	18.47 (13)	25.37 (41)	-7.57 (24)	22.29 (16)	7.63 (59)	0.24 (2)	-
S&P Target Date 2060 Index		19.74	-16.01	18.05	13.99	24.73	-7.95	20.75	10.08	-0.66	5.64
Target-Date 2060 Median		20.00	-18.40	17.36	15.78	25.07	-8.66	21.27	7.90	-0.85	5.66
T. Rowe Price Retirement 2065 I	TRMOX	20.84 (30)	-19.27 (77)	18.18 (29)	-	-	-	-	-	-	-
S&P Target Date 2065+ Index		19.84	-15.95	18.17	13.98	24.73	-7.95	20.76	-	-	-
Target-Date 2065+ Median		20.20	-18.60	17.21	16.49	25.71	-9.37	-	-	-	-
Vanguard LifeStrategy Income Inv	VASIX	9.48 (22)	-13.93 (74)	1.92 (92)	9.13 (35)	12.05 (33)	-1.05 (6)	6.98 (63)	4.58 (62)	0.22 (12)	6.76 (10)
Dow Jones U.S. Conservative Index		7.34	-12.14	2.87	7.87	10.95	-0.55	5.45	3.62	0.37	6.59
Conservative Allocation Median		8.68	-12.55	3.74	8.30	11.24	-2.69	7.29	4.81	-1.13	4.11
Vanguard LifeStrategy Cnsrv Gr Inv	VSCGX	12.48 (13)	-14.99 (79)	6.05 (90)	11.51 (23)	15.68 (37)	-2.95 (14)	10.92 (34)	5.96 (57)	-0.17 (15)	6.95 (14)
Dow Jones U.S. Moderately Conservative Index		10.40	-13.16	8.66	10.56	16.07	-2.26	9.55	6.96	0.24	7.93
Moderately Conservative Allocation Median		10.55	-13.69	7.96	9.37	15.11	-4.33	10.24	6.15	-1.47	4.69
Vanguard LifeStrategy Growth Inv	VASGX	18.55 (25)	-17.09 (61)	14.35 (72)	15.45 (26)	23.13 (26)	-6.90 (32)	19.21 (22)	8.33 (36)	-1.17 (35)	7.18 (25)
Dow Jones U.S. Moderately Aggressive Index		17.12	-15.50	19.81	15.28	25.50	-5.61	16.55	11.33	-0.66	10.11
Moderately Aggressive Allocation Median		16.23	-16.50	15.88	13.05	21.83	-7.80	17.52	7.37	-1.71	5.45
PIMCO International Bond (USD-Hdg) Instl	PFORX	9.49 (13)	-9.84 (13)	-1.67 (42)	6.15 (49)	7.34 (76)	2.63 (7)	3.52 (56)	7.03 (2)	0.40 (29)	11.16 (4)
Blmbg. Global Aggregate Index		5.72	-16.25	-4.71	9.20	6.84	-1.19	7.39	2.09	-3.15	0.59
Global Bond-USD Hedged Median		7.77	-12.37	-1.96	6.13	8.54	0.22	3.96	4.34	0.01	6.47
JPMorgan High Yield R6	JHYUX	12.12 (50)	-10.30 (42)	7.08 (11)	3.00 (84)	13.64 (50)	-2.71 (42)	6.82 (46)	14.00 (45)	-4.59 (65)	2.76 (20)
Credit Suisse High Yield Index		13.55	-10.55	5.50	5.48	14.00	-2.37	7.03	18.26	-4.93	1.86
High Yield Bond Median		12.12	-10.70	4.85	5.31	13.55	-2.91	6.70	13.65	-3.72	1.64
Vanguard Total Bond Market Index Adm	VBTLX	5.70 (45)	-13.16 (35)	-1.67 (55)	7.72 (53)	8.71 (38)	-0.03 (28)	3.56 (44)	2.60 (51)	0.40 (35)	5.89 (31)
Blmbg. U.S. Aggregate Float Adjusted		5.60	-13.07	-1.58	7.75	8.87	-0.08	3.63	2.75	0.44	5.85
Intermediate Core Bond Median		5.61	-13.39	-1.61	7.80	8.49	-0.42	3.42	2.62	0.21	5.54
MFS Total Return Bond R6	MRBKX	7.44 (10)	-13.81 (47)	-0.73 (45)	8.94 (34)	10.05 (26)	-0.93 (57)	4.25 (50)	3.91 (48)	-0.28 (51)	5.93 (35)
Blmbg. U.S. Universal Index		6.17	-12.99	-1.10	7.58	9.29	-0.25	4.09	3.91	0.43	5.56
Intermediate Core-Plus Bond Median		6.17	-13.94	-0.86	8.41	9.27	-0.80	4.23	3.79	-0.26	5.58
Lord Abbett Short Duration Income R6	LDLVX	5.74 (42)	-4.51 (37)	1.16 (13)	3.21 (74)	5.70 (21)	1.50 (14)	2.56 (16)	4.29 (9)	0.80 (20)	1.73 (25)
Bloomberg U.S. Gov/Credit 1-3 Year Index		4.61	-3.69	-0.47	3.33	4.03	1.60	0.84	1.28	0.65	0.77
Short-Term Bond Median		5.51	-4.95	-0.30	3.90	4.62	0.92	1.60	1.88	0.36	1.02

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Asset Allocation & Performance

As of September 30, 2024

	Ticker	Performance (%)									
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Transamerica Guaranteed Investment Option		-	-	-	-	-	-	-	-	-	-
Bloomberg U.S. Government 1-3 Year Index		4.32	-3.81	-0.60	3.14	3.59	1.58	0.45	0.87	0.57	0.64
IM U.S. GIC/Stable Value (SA+CF) Median		2.53	1.61	1.43	1.99	2.28	1.94	1.68	1.57	1.43	1.36
Ultra Aggressive Portfolio		20.46	-18.68	20.16	21.24	30.75	-9.33	26.04	10.95	-1.21	7.70
Blended Benchmark		23.75	-20.23	17.83	19.86	28.70	-8.31	24.51	11.77	-0.98	7.16
Aggressive Portfolio		14.25	-13.82	14.33	16.80	23.81	-6.14	19.36	9.99	-2.54	5.35
Blended Benchmark		16.79	-15.56	13.48	15.82	22.58	-6.92	17.51	10.61	-2.25	6.15
Balanced Portfolio		11.35	-13.90	11.38	13.32	18.30	-5.09	15.66	6.61	0.86	4.75
Blended Benchmark		13.49	-14.04	9.86	12.05	17.88	-5.06	13.63	7.48	-0.85	4.91
Moderate Portfolio		10.34	-6.76	8.51	11.13	13.60	-2.53	10.53	4.73	0.64	3.37
Blended Benchmark		11.49	-10.17	7.26	9.92	13.75	-2.53	8.72	5.35	0.17	3.91
Conservative Portfolio		6.25	-1.77	5.09	6.03	7.77	0.18	7.10	3.20	2.69	3.34
Blended Benchmark		7.94	-6.36	3.09	5.92	8.13	-0.51	4.80	2.14	0.68	1.47
Fixed Income Portfolio		3.83	-0.23	1.85	2.26	2.84	1.44	2.16	2.65	1.15	1.98
Blended Benchmark		4.95	-4.61	-0.35	3.63	4.38	1.38	1.00	1.61	0.51	1.20

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	Ticker	Performance (%)									
		2023	2022	2021	2020	2019	2018	2017	2016	2015	2014
Ultra Aggressive Portfolio		**20.46**	**-18.68**	**20.16**	**21.24**	**30.75**	**-9.33**	**26.04**	**10.95**	**-1.21**	**7.70**
Blended Benchmark		23.75	-20.23	17.83	19.86	28.70	-8.31	24.51	11.77	-0.98	7.16
BNY Mellon Dynamic Value Fund Y	DRGYX	12.94 (34)	3.08 (4)	33.71 (4)	3.95 (37)	27.11 (31)	-10.39 (73)	15.17 (64)	18.54 (16)	-2.04 (30)	10.72 (56)
Russell 1000 Value Index		11.46	-7.54	25.16	2.80	26.54	-8.27	13.66	17.34	-3.83	13.45
Large Value Median		11.00	-5.40	26.02	2.73	25.58	-8.86	16.24	14.37	-3.40	11.04
Goldman Sachs Large Cap Gr Insghts R6	GLCUX	37.48 (58)	-29.71 (40)	29.84 (8)	32.16 (65)	29.66 (80)	-4.52 (78)	29.73 (44)	7.87 (15)	3.48 (61)	17.84 (3)
Russell 1000 Growth Index		42.68	-29.14	27.60	38.49	36.39	-1.51	30.21	7.08	5.67	13.05
Large Growth Median		39.00	-30.94	21.92	35.65	32.80	-1.50	29.06	2.73	5.07	10.64
Columbia Select Mid Cap Value Instl 3	CMVYX	10.62 (68)	-9.02 (64)	32.41 (18)	6.96 (20)	31.87 (7)	-13.12 (46)	13.80 (44)	14.44 (79)	-4.76 (55)	12.47 (27)
Russell Midcap Value Index		12.71	-12.03	28.34	4.96	27.06	-12.29	13.34	20.00	-4.78	14.75
Mid-Cap Value Median		12.20	-7.97	28.71	2.81	26.78	-13.33	13.44	17.45	-4.20	10.32
Delaware Ivy Mid Cap Growth R6	IGRFX	20.35 (51)	-30.45 (61)	16.91 (23)	48.98 (25)	38.56 (16)	0.36 (12)	27.51 (28)	6.50 (37)	-5.62 (90)	8.08 (45)
Russell Midcap Growth Index		25.87	-26.72	12.73	35.59	35.47	-4.75	25.27	7.33	-0.20	11.90
Mid-Cap Growth Median		20.48	-28.45	11.85	36.48	33.74	-5.19	24.95	4.99	0.10	7.76
Franklin Small Cap Value R6	FRCSX	13.33 (69)	-9.85 (35)	25.97 (79)	5.83 (31)	26.59 (16)	-12.30 (20)	11.12 (34)	30.19 (18)	-7.33 (69)	0.54 (85)
Russell 2000 Value Index		14.65	-14.48	28.27	4.63	22.39	-12.86	7.84	31.74	-7.47	4.22
Small Value Median		15.91	-11.61	31.14	3.53	21.98	-15.20	9.33	25.58	-6.02	4.34
Delaware Ivy Small Cap Growth R6	IRGFX	13.62 (71)	-27.40 (44)	4.34 (72)	39.08 (46)	24.26 (78)	-3.72 (35)	24.25 (42)	14.01 (23)	-1.68 (45)	3.08 (51)
Russell 2000 Growth Index		18.66	-26.36	2.83	34.63	28.48	-9.31	22.17	11.32	-1.38	5.60
Small Growth Median		16.45	-28.28	9.40	38.01	28.55	-5.13	22.68	10.04	-2.11	3.11
Columbia Overseas Value Inst3	COSYX	16.33 (64)	-5.88 (18)	10.97 (58)	-0.06 (68)	22.61 (13)	-16.38 (55)	30.24 (2)	1.35 (62)	4.40 (4)	-7.00 (71)
MSCI EAFE Value		19.79	-4.95	11.58	-2.10	16.83	-14.26	22.12	5.68	-5.22	-4.92
Foreign Large Value Median		17.84	-9.45	11.69	2.58	18.27	-16.16	22.79	2.37	-3.32	-5.59
ClearBridge International Growth IS	LMGPX	14.41 (76)	-21.11 (27)	4.10 (71)	25.02 (35)	31.53 (23)	-10.02 (19)	35.09 (20)	-2.79 (55)	-3.20 (90)	6.41 (2)
MSCI EAFE Growth Index		17.97	-22.69	11.59	18.68	28.43	-12.48	29.34	-2.66	4.47	-4.06
Foreign Large Growth Median		15.99	-24.82	8.70	22.10	28.05	-13.96	31.07	-2.30	0.44	-3.69
Voya Multi-Manager International Sm Cp I	NAPIX	14.34 (59)	-18.42 (40)	15.89 (12)	15.76 (9)	24.67 (23)	-21.78 (69)	35.51 (24)	-0.33 (57)	8.51 (24)	-5.67 (33)
MSCI EAFE Smid Cap		15.61	-20.43	9.18	11.75	24.92	-16.63	31.27	1.71	6.97	-2.97
Foreign Small/Mid Blend Median		14.73	-18.67	13.03	9.97	22.35	-19.95	33.02	1.30	6.37	-6.06

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Asset Allocation & Performance

As of September 30, 2024

	Ticker	Performance (%)									
		2023	2022	2021	2020	2019	2018	2017	2016	2015	2014
Invesco Developing Markets R6	ODVIX	11.54 (44)	-24.85 (69)	-7.13 (82)	17.66 (50)	24.53 (25)	-11.79 (9)	35.33 (52)	7.38 (57)	-13.67 (51)	-4.39 (68)
MSCI Emerging Markets Index		10.26	-19.74	-2.22	18.69	18.90	-14.25	37.75	11.60	-14.60	-1.82
Diversified Emerging Mkts Median		10.90	-22.44	-1.69	17.60	20.58	-16.34	35.45	8.46	-13.67	-2.90
Columbia Seligman Tech & Info Inst3	CCOYX	44.72 (66)	-31.01 (15)	39.40 (5)	44.78 (76)	54.47 (10)	-7.45 (78)	34.41 (64)	15.38 (22)	9.11 (28)	26.09 (7)
S&P North American Technology Sector		61.13	-35.36	26.40	45.15	42.68	2.88	37.78	13.56	9.91	15.28
Technology Median		49.85	-36.36	15.40	48.63	38.43	-1.36	35.79	11.07	6.08	11.32

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Asset Allocation & Performance

As of September 30, 2024

	Ticker	Performance (%)									
		2023	2022	2021	2020	2019	2018	2017	2016	2015	2014
Aggressive Portfolio		**14.25**	**-13.82**	**14.33**	**16.80**	**23.81**	**-6.14**	**19.36**	**9.99**	**-2.54**	**5.35**
Blended Benchmark		16.79	-15.56	13.48	15.82	22.58	-6.92	17.51	10.61	-2.25	6.15
JHancock Disciplined Value R6	JDVWX	13.95 (27)	-4.32 (39)	30.24 (13)	1.74 (61)	22.79 (81)	-9.47 (60)	19.33 (17)	14.07 (55)	-4.81 (73)	11.04 (50)
Russell 1000 Value Index		11.46	-7.54	25.16	2.80	26.54	-8.27	13.66	17.34	-3.83	13.45
Large Value Median		11.00	-5.40	26.02	2.73	25.58	-8.86	16.24	14.37	-3.40	11.04
AB Large Cap Growth Z	APGZX	35.11 (67)	-28.73 (34)	28.98 (10)	34.46 (54)	34.24 (38)	2.27 (16)	31.80 (29)	3.18 (47)	10.68 (8)	13.56 (20)
Russell 1000 Growth Index		42.68	-29.14	27.60	38.49	36.39	-1.51	30.21	7.08	5.67	13.05
Large Growth Median		39.00	-30.94	21.92	35.65	32.80	-1.50	29.06	2.73	5.07	10.64
Columbia Select Mid Cap Value Instl 3	CMVYX	10.62 (68)	-9.02 (64)	32.41 (18)	6.96 (20)	31.87 (7)	-13.12 (46)	13.80 (44)	14.44 (79)	-4.76 (55)	12.47 (27)
Russell Midcap Value Index		12.71	-12.03	28.34	4.96	27.06	-12.29	13.34	20.00	-4.78	14.75
Mid-Cap Value Median		12.20	-7.97	28.71	2.81	26.78	-13.33	13.44	17.45	-4.20	10.32
Delaware Ivy Mid Cap Growth R6	IGRFX	20.35 (51)	-30.45 (61)	16.91 (23)	48.98 (25)	38.56 (16)	0.36 (12)	27.51 (28)	6.50 (37)	-5.62 (90)	8.08 (45)
Russell Midcap Growth Index		25.87	-26.72	12.73	35.59	35.47	-4.75	25.27	7.33	-0.20	11.90
Mid-Cap Growth Median		20.48	-28.45	11.85	36.48	33.74	-5.19	24.95	4.99	0.10	7.76
Franklin Small Cap Value R6	FRCSX	13.33 (69)	-9.85 (35)	25.97 (79)	5.83 (31)	26.59 (16)	-12.30 (20)	11.12 (34)	30.19 (18)	-7.33 (69)	0.54 (85)
Russell 2000 Value Index		14.65	-14.48	28.27	4.63	22.39	-12.86	7.84	31.74	-7.47	4.22
Small Value Median		15.91	-11.61	31.14	3.53	21.98	-15.20	9.33	25.58	-6.02	4.34
Delaware Ivy Small Cap Growth R6	IRGFX	13.62 (71)	-27.40 (44)	4.34 (72)	39.08 (46)	24.26 (78)	-3.72 (35)	24.25 (42)	14.01 (23)	-1.68 (45)	3.08 (51)
Russell 2000 Growth Index		18.66	-26.36	2.83	34.63	28.48	-9.31	22.17	11.32	-1.38	5.60
Small Growth Median		16.45	-28.28	9.40	38.01	28.55	-5.13	22.68	10.04	-2.11	3.11
Columbia Overseas Value Inst3	COSYX	16.33 (64)	-5.88 (18)	10.97 (58)	-0.06 (68)	22.61 (13)	-16.38 (55)	30.24 (2)	1.35 (62)	4.40 (4)	-7.00 (71)
MSCI EAFE Value		19.79	-4.95	11.58	-2.10	16.83	-14.26	22.12	5.68	-5.22	-4.92
Foreign Large Value Median		17.84	-9.45	11.69	2.58	18.27	-16.16	22.79	2.37	-3.32	-5.59
ClearBridge International Growth IS	LMGPX	14.41 (76)	-21.11 (27)	4.10 (71)	25.02 (35)	31.53 (23)	-10.02 (19)	35.09 (20)	-2.79 (55)	-3.20 (90)	6.41 (2)
MSCI EAFE Growth Index		17.97	-22.69	11.59	18.68	28.43	-12.48	29.34	-2.66	4.47	-4.06
Foreign Large Growth Median		15.99	-24.82	8.70	22.10	28.05	-13.96	31.07	-2.30	0.44	-3.69
Voya Multi-Manager International Sm Cp I	NAPIX	14.34 (59)	-18.42 (40)	15.89 (12)	15.76 (9)	24.67 (23)	-21.78 (69)	35.51 (24)	-0.33 (57)	8.51 (24)	-5.67 (33)
MSCI EAFE Smid Cap		15.61	-20.43	9.18	11.75	24.92	-16.63	31.27	1.71	6.97	-2.97
Foreign Small/Mid Blend Median		14.73	-18.67	13.03	9.97	22.35	-19.95	33.02	1.30	6.37	-6.06

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Asset Allocation & Performance

As of September 30, 2024

	Ticker	Performance (%)									
		2023	2022	2021	2020	2019	2018	2017	2016	2015	2014
Goldman Sachs Em Mkts Eq Insghts R6	GERUX	12.98 (34)	-21.22 (38)	1.24 (33)	20.57 (39)	13.84 (86)	-16.10 (48)	39.17 (32)	11.39 (28)	-9.31 (21)	-1.79 (39)
MSCI Emerging Markets Index		10.26	-19.74	-2.22	18.69	18.90	-14.25	37.75	11.60	-14.60	-1.82
Diversified Emerging Mkts Median		10.90	-22.44	-1.69	17.60	20.58	-16.34	35.45	8.46	-13.67	-2.90
Transamerica Guaranteed Investment Option		-	-	-	-	-	-	-	-	-	-
Bloomberg U.S. Government 1-3 Year Index		4.32	-3.81	-0.60	3.14	3.59	1.58	0.45	0.87	0.57	0.64
IM U.S. GIC/Stable Value (SA+CF) Median		2.53	1.61	1.43	1.99	2.28	1.94	1.68	1.57	1.43	1.36

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Asset Allocation & Performance

As of September 30, 2024

	Ticker	Performance (%)									
		2023	2022	2021	2020	2019	2018	2017	2016	2015	2014
Balanced Portfolio		**11.35**	**-13.90**	**11.38**	**13.32**	**18.30**	**-5.09**	**15.66**	**6.61**	**0.86**	**4.75**
Blended Benchmark		13.49	-14.04	9.86	12.05	17.88	-5.06	13.63	7.48	-0.85	4.91
JHancock Disciplined Value R6	JDVWX	13.95 (27)	-4.32 (39)	30.24 (13)	1.74 (61)	22.79 (81)	-9.47 (60)	19.33 (17)	14.07 (55)	-4.81 (73)	11.04 (50)
Russell 1000 Value Index		11.46	-7.54	25.16	2.80	26.54	-8.27	13.66	17.34	-3.83	13.45
Large Value Median		11.00	-5.40	26.02	2.73	25.58	-8.86	16.24	14.37	-3.40	11.04
AB Large Cap Growth Z	APGZX	35.11 (67)	-28.73 (34)	28.98 (10)	34.46 (54)	34.24 (38)	2.27 (16)	31.80 (29)	3.18 (47)	10.68 (8)	13.56 (20)
Russell 1000 Growth Index		42.68	-29.14	27.60	38.49	36.39	-1.51	30.21	7.08	5.67	13.05
Large Growth Median		39.00	-30.94	21.92	35.65	32.80	-1.50	29.06	2.73	5.07	10.64
JPMorgan Mid Cap Value R6	JMVYX	11.38 (57)	-8.03 (51)	30.11 (37)	0.43 (73)	26.67 (53)	-11.66 (28)	13.68 (46)	14.61 (77)	-2.35 (24)	15.14 (9)
Russell Midcap Value Index		12.71	-12.03	28.34	4.96	27.06	-12.29	13.34	20.00	-4.78	14.75
Mid-Cap Value Median		12.20	-7.97	28.71	2.81	26.78	-13.33	13.44	17.45	-4.20	10.32
Pioneer Select Mid Cap Growth K	PSMKX	19.06 (64)	-31.04 (65)	8.34 (72)	39.45 (47)	33.21 (53)	-5.91 (58)	30.25 (12)	3.87 (61)	1.78 (32)	9.04 (35)
Russell Midcap Growth Index		25.87	-26.72	12.73	35.59	35.47	-4.75	25.27	7.33	-0.20	11.90
Mid-Cap Growth Median		20.48	-28.45	11.85	36.48	33.74	-5.19	24.95	4.99	0.10	7.76
JPMorgan Small Cap Value R6	JSVUX	13.29 (70)	-13.23 (68)	33.00 (38)	6.32 (29)	19.42 (81)	-13.85 (36)	3.40 (94)	30.48 (17)	-7.34 (69)	4.43 (49)
Russell 2000 Value Index		14.65	-14.48	28.27	4.63	22.39	-12.86	7.84	31.74	-7.47	4.22
Small Value Median		15.91	-11.61	31.14	3.53	21.98	-15.20	9.33	25.58	-6.02	4.34
AB Small Cap Growth Z	QUAZX	18.26 (35)	-38.86 (95)	9.72 (50)	54.10 (22)	36.27 (18)	-0.60 (21)	35.03 (7)	6.91 (75)	-1.04 (36)	-1.76 (87)
Russell 2000 Growth Index		18.66	-26.36	2.83	34.63	28.48	-9.31	22.17	11.32	-1.38	5.60
Small Growth Median		16.45	-28.28	9.40	38.01	28.55	-5.13	22.68	10.04	-2.11	3.11
Columbia Overseas Value Inst3	COSYX	16.33 (64)	-5.88 (18)	10.97 (58)	-0.06 (68)	22.61 (13)	-16.38 (55)	30.24 (2)	1.35 (62)	4.40 (4)	-7.00 (71)
MSCI EAFE Value		19.79	-4.95	11.58	-2.10	16.83	-14.26	22.12	5.68	-5.22	-4.92
Foreign Large Value Median		17.84	-9.45	11.69	2.58	18.27	-16.16	22.79	2.37	-3.32	-5.59
ClearBridge International Growth IS	LMGPX	14.41 (76)	-21.11 (27)	4.10 (71)	25.02 (35)	31.53 (23)	-10.02 (19)	35.09 (20)	-2.79 (55)	-3.20 (90)	6.41 (2)
MSCI EAFE Growth Index		17.97	-22.69	11.59	18.68	28.43	-12.48	29.34	-2.66	4.47	-4.06
Foreign Large Growth Median		15.99	-24.82	8.70	22.10	28.05	-13.96	31.07	-2.30	0.44	-3.69
Voya Multi-Manager International Sm Cp I	NAPIX	14.34 (59)	-18.42 (40)	15.89 (12)	15.76 (9)	24.67 (23)	-21.78 (69)	35.51 (24)	-0.33 (57)	8.51 (24)	-5.67 (33)
MSCI EAFE Smid Cap		15.61	-20.43	9.18	11.75	24.92	-16.63	31.27	1.71	6.97	-2.97
Foreign Small/Mid Blend Median		14.73	-18.67	13.03	9.97	22.35	-19.95	33.02	1.30	6.37	-6.06

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Asset Allocation & Performance

As of September 30, 2024

	Ticker	Performance (%)									
		2023	2022	2021	2020	2019	2018	2017	2016	2015	2014
MFS Global Real Estate R6	MGLRX	11.38 (38)	-26.95 (79)	29.86 (19)	2.22 (7)	26.48 (22)	-3.57 (4)	12.97 (41)	7.52 (2)	0.73 (24)	15.23 (23)
S&P Developed Property Index		11.57	-24.32	26.65	-6.20	22.85	-5.93	13.23	5.37	0.87	15.19
Global Real Estate Median		10.90	-25.86	26.50	-4.79	23.58	-5.99	11.82	2.06	-0.47	13.96
Delaware Ivy Global Bond Fund Class R6	IVBDX	7.10 (28)	-8.79 (15)	-0.83 (5)	8.24 (62)	7.94 (31)	-0.09 (13)	5.08 (85)	8.42 (2)	-3.35 (18)	-0.39 (73)
Blmbg. Global Aggregate Index		5.72	-16.25	-4.71	9.20	6.84	-1.19	7.39	2.09	-3.15	0.59
Global Bond Median		6.11	-15.67	-5.01	9.19	6.88	-2.49	7.73	2.71	-4.32	0.88
JHancock Bond R6	JHBSX	6.65 (31)	-14.37 (67)	-0.08 (21)	9.24 (27)	10.50 (17)	-0.83 (52)	5.30 (18)	4.97 (20)	0.25 (27)	6.84 (13)
Blmbg. U.S. Universal Index		6.17	-12.99	-1.10	7.58	9.29	-0.25	4.09	3.91	0.43	5.56
Intermediate Core-Plus Bond Median		6.17	-13.94	-0.86	8.41	9.27	-0.80	4.23	3.79	-0.26	5.58
Transamerica Guaranteed Investment Option		-	-	-	-	-	-	-	-	-	-
Bloomberg U.S. Government 1-3 Year Index		4.32	-3.81	-0.60	3.14	3.59	1.58	0.45	0.87	0.57	0.64
IM U.S. GIC/Stable Value (SA+CF) Median		2.53	1.61	1.43	1.99	2.28	1.94	1.68	1.57	1.43	1.36

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Asset Allocation & Performance

As of September 30, 2024

	Ticker	Performance (%)									
		2023	2022	2021	2020	2019	2018	2017	2016	2015	2014
Moderate Portfolio		**10.34**	**-6.76**	**8.51**	**11.13**	**13.60**	**-2.53**	**10.53**	**4.73**	**0.64**	**3.37**
Blended Benchmark		11.49	-10.17	7.26	9.92	13.75	-2.53	8.72	5.35	0.17	3.91
BNY Mellon Dynamic Value Fund Y	DRGYX	12.94 (34)	3.08 (4)	33.71 (4)	3.95 (37)	27.11 (31)	-10.39 (73)	15.17 (64)	18.54 (16)	-2.04 (30)	10.72 (56)
Russell 1000 Value Index		11.46	-7.54	25.16	2.80	26.54	-8.27	13.66	17.34	-3.83	13.45
Large Value Median		11.00	-5.40	26.02	2.73	25.58	-8.86	16.24	14.37	-3.40	11.04
JPMorgan Growth Advantage R6	JGVVX	40.47 (42)	-29.88 (41)	22.50 (47)	54.00 (13)	36.49 (19)	-1.12 (46)	35.83 (8)	1.54 (62)	9.16 (14)	9.94 (58)
Russell 1000 Growth Index		42.68	-29.14	27.60	38.49	36.39	-1.51	30.21	7.08	5.67	13.05
Large Growth Median		39.00	-30.94	21.92	35.65	32.80	-1.50	29.06	2.73	5.07	10.64
MFS Mid Cap Value R6	MVCKX	12.92 (43)	-8.64 (59)	31.00 (29)	4.40 (38)	31.08 (11)	-11.31 (24)	13.84 (44)	15.86 (63)	-2.14 (22)	10.29 (51)
Russell Midcap Value Index		12.71	-12.03	28.34	4.96	27.06	-12.29	13.34	20.00	-4.78	14.75
Mid-Cap Value Median		12.20	-7.97	28.71	2.81	26.78	-13.33	13.44	17.45	-4.20	10.32
Delaware Ivy Mid Cap Growth R6	IGRFX	20.35 (51)	-30.45 (61)	16.91 (23)	48.98 (25)	38.56 (16)	0.36 (12)	27.51 (28)	6.50 (37)	-5.62 (90)	8.08 (45)
Russell Midcap Growth Index		25.87	-26.72	12.73	35.59	35.47	-4.75	25.27	7.33	-0.20	11.90
Mid-Cap Growth Median		20.48	-28.45	11.85	36.48	33.74	-5.19	24.95	4.99	0.10	7.76
Franklin Small Cap Value R6	FRCSX	13.33 (69)	-9.85 (35)	25.97 (79)	5.83 (31)	26.59 (16)	-12.30 (20)	11.12 (34)	30.19 (18)	-7.33 (69)	0.54 (85)
Russell 2000 Value Index		14.65	-14.48	28.27	4.63	22.39	-12.86	7.84	31.74	-7.47	4.22
Small Value Median		15.91	-11.61	31.14	3.53	21.98	-15.20	9.33	25.58	-6.02	4.34
Delaware Ivy Small Cap Growth R6	IRGFX	13.62 (71)	-27.40 (44)	4.34 (72)	39.08 (46)	24.26 (78)	-3.72 (35)	24.25 (42)	14.01 (23)	-1.68 (45)	3.08 (51)
Russell 2000 Growth Index		18.66	-26.36	2.83	34.63	28.48	-9.31	22.17	11.32	-1.38	5.60
Small Growth Median		16.45	-28.28	9.40	38.01	28.55	-5.13	22.68	10.04	-2.11	3.11
Columbia Overseas Value Inst3	COSYX	16.33 (64)	-5.88 (18)	10.97 (58)	-0.06 (68)	22.61 (13)	-16.38 (55)	30.24 (2)	1.35 (62)	4.40 (4)	-7.00 (71)
MSCI EAFE Value		19.79	-4.95	11.58	-2.10	16.83	-14.26	22.12	5.68	-5.22	-4.92
Foreign Large Value Median		17.84	-9.45	11.69	2.58	18.27	-16.16	22.79	2.37	-3.32	-5.59
ClearBridge International Growth IS	LMGPX	14.41 (76)	-21.11 (27)	4.10 (71)	25.02 (35)	31.53 (23)	-10.02 (19)	35.09 (20)	-2.79 (55)	-3.20 (90)	6.41 (2)
MSCI EAFE Growth Index		17.97	-22.69	11.59	18.68	28.43	-12.48	29.34	-2.66	4.47	-4.06
Foreign Large Growth Median		15.99	-24.82	8.70	22.10	28.05	-13.96	31.07	-2.30	0.44	-3.69
JHancock Strategic Income Opps R6	JIPRX	7.73 (69)	-9.95 (39)	1.01 (79)	8.56 (20)	11.09 (34)	-4.99 (92)	5.33 (69)	5.17 (78)	1.32 (11)	4.62 (26)
Blmbg. U.S. Universal Index		6.17	-12.99	-1.10	7.58	9.29	-0.25	4.09	3.91	0.43	5.56
Multisector Bond Median		8.63	-10.71	2.43	6.32	10.47	-2.07	6.41	7.88	-1.83	3.51

The actual net expense ratio is the current expenses being assessed by the fund and indicates that the fund's investment manager with respect to the investment selection has agreed to waive a portion of their management fee and/or provide reimbursements that reduce the Gross Expense Ratio. The waiver and/or reimbursements may be voluntary or contractual and there is no guarantee that they will remain in effect. For important details regarding the fund's expense waiver/reimbursement arrangements, please see the fund prospectus. Please refer to the individual investment information pages that follow for specific investment characteristics and comparative information.

Asset Allocation & Performance

As of September 30, 2024

	Ticker	Performance (%)									
		2023	2022	2021	2020	2019	2018	2017	2016	2015	2014
Pioneer Bond K	PBFKX	7.05 (20)	-14.29 (64)	0.96 (6)	9.03 (32)	9.35 (48)	-0.48 (35)	4.50 (41)	4.57 (28)	0.48 (19)	6.13 (30)
Blmbg. U.S. Universal Index		6.17	-12.99	-1.10	7.58	9.29	-0.25	4.09	3.91	0.43	5.56
Intermediate Core-Plus Bond Median		6.17	-13.94	-0.86	8.41	9.27	-0.80	4.23	3.79	-0.26	5.58
Transamerica Guaranteed Investment Option		-	-	-	-	-	-	-	-	-	-
Bloomberg U.S. Government 1-3 Year Index		4.32	-3.81	-0.60	3.14	3.59	1.58	0.45	0.87	0.57	0.64
IM U.S. GIC/Stable Value (SA+CF) Median		2.53	1.61	1.43	1.99	2.28	1.94	1.68	1.57	1.43	1.36

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Asset Allocation & Performance

As of September 30, 2024

	Ticker	Performance (%)									
		2023	2022	2021	2020	2019	2018	2017	2016	2015	2014
Conservative Portfolio		**6.25**	**-1.77**	**5.09**	**6.03**	**7.77**	**0.18**	**7.10**	**3.20**	**2.69**	**3.34**
Blended Benchmark		7.94	-6.36	3.09	5.92	8.13	-0.51	4.80	2.14	0.68	1.47
BNY Mellon Dynamic Value Fund Y	DRGYX	12.94 (34)	3.08 (4)	33.71 (4)	3.95 (37)	27.11 (31)	-10.39 (73)	15.17 (64)	18.54 (16)	-2.04 (30)	10.72 (56)
Russell 1000 Value Index		11.46	-7.54	25.16	2.80	26.54	-8.27	13.66	17.34	-3.83	13.45
Large Value Median		11.00	-5.40	26.02	2.73	25.58	-8.86	16.24	14.37	-3.40	11.04
AB Large Cap Growth Z	APGZX	35.11 (67)	-28.73 (34)	28.98 (10)	34.46 (54)	34.24 (38)	2.27 (16)	31.80 (29)	3.18 (47)	10.68 (8)	13.56 (20)
Russell 1000 Growth Index		42.68	-29.14	27.60	38.49	36.39	-1.51	30.21	7.08	5.67	13.05
Large Growth Median		39.00	-30.94	21.92	35.65	32.80	-1.50	29.06	2.73	5.07	10.64
Columbia Overseas Value Inst3	COSYX	16.33 (64)	-5.88 (18)	10.97 (58)	-0.06 (68)	22.61 (13)	-16.38 (55)	30.24 (2)	1.35 (62)	4.40 (4)	-7.00 (71)
MSCI EAFE Value		19.79	-4.95	11.58	-2.10	16.83	-14.26	22.12	5.68	-5.22	-4.92
Foreign Large Value Median		17.84	-9.45	11.69	2.58	18.27	-16.16	22.79	2.37	-3.32	-5.59
ClearBridge International Growth IS	LMGPX	14.41 (76)	-21.11 (27)	4.10 (71)	25.02 (35)	31.53 (23)	-10.02 (19)	35.09 (20)	-2.79 (55)	-3.20 (90)	6.41 (2)
MSCI EAFE Growth Index		17.97	-22.69	11.59	18.68	28.43	-12.48	29.34	-2.66	4.47	-4.06
Foreign Large Growth Median		15.99	-24.82	8.70	22.10	28.05	-13.96	31.07	-2.30	0.44	-3.69
Franklin US Government Secs R6	FGORX	4.59 (30)	-10.20 (15)	-1.80 (53)	3.71 (87)	5.87 (48)	0.55 (42)	1.04 (80)	0.95 (57)	1.22 (28)	4.59 (59)
Blmbg. U.S. Government: Intermediate Index		4.30	-7.73	-1.69	5.73	5.20	1.43	1.14	1.05	1.18	2.52
Intermediate Government Median		4.21	-11.86	-1.76	5.78	5.79	0.46	1.58	1.05	0.70	4.80
PIMCO Short-Term Instl	PTSHX	6.08 (28)	-0.10 (53)	0.01 (54)	2.74 (6)	2.73 (63)	1.51 (62)	2.43 (9)	2.57 (6)	1.37 (1)	0.97 (7)
Bloomberg U.S. Government 1-3 Year Index		4.32	-3.81	-0.60	3.14	3.59	1.58	0.45	0.87	0.57	0.64
Ultrashort Bond Median		5.74	-0.01	0.04	1.34	2.93	1.65	1.37	1.26	0.21	0.36
Transamerica Guaranteed Investment Option		-	-	-	-	-	-	-	-	-	-
Bloomberg U.S. Government 1-3 Year Index		4.32	-3.81	-0.60	3.14	3.59	1.58	0.45	0.87	0.57	0.64
IM U.S. GIC/Stable Value (SA+CF) Median		2.53	1.61	1.43	1.99	2.28	1.94	1.68	1.57	1.43	1.36

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Asset Allocation & Performance

As of September 30, 2024

	Ticker	Performance (%)									
		2023	2022	2021	2020	2019	2018	2017	2016	2015	2014
Fixed Income Portfolio		**3.83**	**-0.23**	**1.85**	**2.26**	**2.84**	**1.44**	**2.16**	**2.65**	**1.15**	**1.98**
Blended Benchmark		4.95	-4.61	-0.35	3.63	4.38	1.38	1.00	1.61	0.51	1.20
Pioneer Strategic Income K	STRKX	8.61 (51)	-12.71 (81)	2.66 (42)	7.77 (29)	10.65 (46)	-1.49 (40)	5.66 (63)	8.08 (44)	-1.03 (38)	5.12 (20)
Blmbg. U.S. Universal Index		6.17	-12.99	-1.10	7.58	9.29	-0.25	4.09	3.91	0.43	5.56
Multisector Bond Median		8.63	-10.71	2.43	6.32	10.47	-2.07	6.41	7.88	-1.83	3.51
Pioneer Bond K	PBFKX	7.05 (20)	-14.29 (64)	0.96 (6)	9.03 (32)	9.35 (48)	-0.48 (35)	4.50 (41)	4.57 (28)	0.48 (19)	6.13 (30)
Blmbg. U.S. Universal Index		6.17	-12.99	-1.10	7.58	9.29	-0.25	4.09	3.91	0.43	5.56
Intermediate Core-Plus Bond Median		6.17	-13.94	-0.86	8.41	9.27	-0.80	4.23	3.79	-0.26	5.58
PIMCO Short-Term Instl	PTSHX	6.08 (28)	-0.10 (53)	0.01 (54)	2.74 (6)	2.73 (63)	1.51 (62)	2.43 (9)	2.57 (6)	1.37 (1)	0.97 (7)
Bloomberg U.S. Government 1-3 Year Index		4.32	-3.81	-0.60	3.14	3.59	1.58	0.45	0.87	0.57	0.64
Ultrashort Bond Median		5.74	-0.01	0.04	1.34	2.93	1.65	1.37	1.26	0.21	0.36
Invesco Senior Floating Rate R6	OOSIX	11.86 (57)	-0.11 (3)	9.16 (1)	-4.15 (95)	2.69 (98)	-0.67 (66)	4.23 (20)	13.10 (2)	-1.76 (67)	0.86 (43)
Credit Suisse Leveraged Loan Index		13.04	-1.06	5.40	2.78	8.17	1.14	4.25	9.88	-0.38	2.06
Bank Loan Median		12.02	-2.22	4.37	1.57	7.69	-0.29	3.60	8.86	-0.95	0.64
Transamerica Guaranteed Investment Option		-	-	-	-	-	-	-	-	-	-
Bloomberg U.S. Government 1-3 Year Index		4.32	-3.81	-0.60	3.14	3.59	1.58	0.45	0.87	0.57	0.64
IM U.S. GIC/Stable Value (SA+CF) Median		2.53	1.61	1.43	1.99	2.28	1.94	1.68	1.57	1.43	1.36

Percentile Ranks

1-50 51-75 76-100

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Risk Statistics

As of September 30, 2024

	5 Years								
	Standard Deviation	Beta	Alpha	Information Ratio	Tracking Error	R-Squared	Up Capture	Down Capture	Sharpe Ratio
Putnam Large Cap Value R6	18.85	0.95	4.57	1.24	3.11	0.98	105.87	75.27	0.74
Russell 1000 Value Index	19.60	1.00	0.00	-	0.00	1.00	100.00	100.00	0.51
Large Value Median	19.59	0.99	0.61	0.13	3.86	0.97	99.72	94.01	0.53
Touchstone Large Cap Focused R6	18.40	0.96	0.52	-0.06	2.94	0.98	97.98	96.22	0.79
S&P 500 Index	18.95	1.00	0.00	-	0.00	1.00	100.00	100.00	0.77
Large Blend Median	18.95	1.00	-0.99	-0.45	2.99	0.98	97.43	100.98	0.71
Vanguard Institutional Index I	18.95	1.00	-0.03	-3.34	0.01	1.00	99.91	100.06	0.77
S&P 500 Index	18.95	1.00	0.00	-	0.00	1.00	100.00	100.00	0.77
Large Blend Median	18.95	1.00	-0.99	-0.45	2.99	0.98	97.43	100.98	0.71
Vanguard Total Stock Mkt Idx Adm	19.87	1.00	-0.01	-0.44	0.02	1.00	99.99	100.05	0.71
CRSP U.S. Total Market TR Index	19.88	1.00	0.00	-	0.00	1.00	100.00	100.00	0.71
Large Blend Median	18.95	0.95	0.28	-0.15	3.26	0.97	97.51	95.20	0.71
JPMorgan Large Cap Growth R6	23.21	1.01	1.14	0.24	5.92	0.94	100.98	89.16	0.86
Russell 1000 Growth Index	22.15	1.00	0.00	-	0.00	1.00	100.00	100.00	0.84
Large Growth Median	22.37	1.00	-2.38	-0.59	5.07	0.96	93.42	106.61	0.70
JHancock Disciplined Value Mid Cap R6	22.48	0.96	1.69	0.46	2.64	0.99	101.14	92.60	0.52
Russell Midcap Value Index	23.18	1.00	0.00	-	0.00	1.00	100.00	100.00	0.45
Mid-Cap Value Median	23.01	0.98	0.36	0.06	4.40	0.97	99.28	94.79	0.46
Vanguard Mid Cap Index Admiral	22.21	1.00	-0.01	-0.73	0.02	1.00	99.96	100.02	0.50
CRSP U.S. Mid Cap TR Index	22.22	1.00	0.00	-	0.00	1.00	100.00	100.00	0.50
Mid-Cap Blend Median	22.70	1.00	-0.11	0.03	5.40	0.95	99.25	99.37	0.48
AB Discovery Growth Z	26.56	1.08	-1.25	-0.02	6.05	0.95	102.48	106.20	0.43
Russell Midcap Growth Index	23.99	1.00	0.00	-	0.00	1.00	100.00	100.00	0.48
Mid-Cap Growth Median	24.12	0.99	-0.76	-0.16	5.88	0.95	95.22	97.67	0.44
Delaware Small Cap Value R6	27.27	0.98	0.29	-0.01	4.24	0.98	100.34	100.89	0.39
Russell 2000 Value Index	27.62	1.00	0.00	-	0.00	1.00	100.00	100.00	0.39
Small Value Median	27.41	0.98	1.39	0.21	5.38	0.97	101.70	95.49	0.43
Vanguard Small Cap Index Adm	25.16	1.00	0.04	1.80	0.02	1.00	100.11	99.90	0.45
CRSP U.S. Small Cap TR Index	25.16	1.00	0.00	-	0.00	1.00	100.00	100.00	0.44
Small Blend Median	25.77	1.01	-0.47	-0.10	5.03	0.96	99.35	100.71	0.41

Data Source: Morningstar, Inc.

Risk Statistics

As of September 30, 2024

	Standard Deviation	Beta	Alpha	Information Ratio	Tracking Error	R-Squared	Up Capture	Down Capture	Sharpe Ratio
PGIM Jennison Small Company R6	29.23	1.05	4.41	0.59	8.49	0.92	114.81	93.05	0.50
Russell 2000 Growth Index	26.58	1.00	0.00	-	0.00	1.00	100.00	100.00	0.37
Small Growth Median	26.23	0.96	1.03	0.08	6.83	0.94	97.95	91.31	0.39
Dodge & Cox International Stock X	22.59	1.06	-0.11	0.13	4.63	0.96	105.50	105.56	0.41
MSCI EAFE Value	20.80	1.00	0.00	-	0.00	1.00	100.00	100.00	0.42
Foreign Large Value Median	21.34	1.00	-0.62	-0.14	4.93	0.95	97.78	102.87	0.37
Vanguard Total Intl Stock Index Admiral	20.24	1.01	-0.58	-0.43	1.05	1.00	100.09	104.01	0.36
FTSE Global ex USA All Cap Index	19.96	1.00	0.00	-	0.00	1.00	100.00	100.00	0.39
Foreign Large Blend Median	20.23	1.00	-0.40	-0.10	3.80	0.97	100.65	103.70	0.37
BNY Mellon International Stock Fund Y	19.21	0.94	0.23	-0.11	3.34	0.97	96.62	96.90	0.38
MSCI EAFE Growth Index	20.19	1.00	0.00	-	0.00	1.00	100.00	100.00	0.38
Foreign Large Growth Median	21.68	1.04	-0.66	-0.05	5.09	0.95	101.38	102.07	0.34
Invesco International Small-Mid Com R6	24.87	1.06	-0.63	-0.02	4.41	0.97	110.01	116.45	0.24
MSCI EAFE Smid Cap Growth Index	23.07	1.00	0.00	-	0.00	1.00	100.00	100.00	0.27
Foreign Small/Mid Growth Median	24.66	1.04	-0.12	0.06	5.69	0.96	104.69	103.46	0.25
American Funds New Perspective R6	21.26	0.95	-1.31	-0.43	5.08	0.95	93.61	103.22	0.62
MSCI World Growth	21.75	1.00	0.00	-	0.00	1.00	100.00	100.00	0.71
Global Large-Stock Growth Median	21.50	0.94	-2.43	-0.51	6.57	0.91	90.30	104.81	0.55
Goldman Sachs Emerging Markets Eq R6	22.72	1.08	-1.80	-0.24	4.82	0.96	105.48	117.80	0.21
MSCI Emerging Markets Index	20.63	1.00	0.00	-	0.00	1.00	100.00	100.00	0.29
Diversified Emerging Mkts Median	22.00	1.03	-0.86	-0.13	5.63	0.94	101.99	107.84	0.24
Cohen & Steers Realty Shares Z	20.75	0.97	1.43	0.76	1.62	0.99	103.32	95.70	0.30
FTSE NAREIT All Equity REITs	21.26	1.00	0.00	-	0.00	1.00	100.00	100.00	0.24
Real Estate Median	21.02	0.98	0.02	-0.07	3.13	0.98	99.47	100.37	0.23
Vanguard Health Care Adm	13.96	0.89	0.57	-0.17	5.42	0.86	85.11	70.00	0.72
S&P Composite 1500 Healthcare Index	14.57	1.00	0.00	-	0.00	1.00	100.00	100.00	0.75
Health Median	17.69	1.10	-2.09	-0.18	7.42	0.83	99.86	115.00	0.57
Delaware Ivy Science and Technology R6	24.48	0.93	-2.66	-0.67	6.36	0.94	91.78	112.44	0.71
S&P North American Technology Sector	25.40	1.00	0.00	-	0.00	1.00	100.00	100.00	0.86
Technology Median	26.74	1.00	-2.69	-0.49	7.53	0.93	95.61	112.33	0.71

Data Source: Morningstar, Inc.

Risk Statistics

As of September 30, 2024

	Standard Deviation	Beta	Alpha	Information Ratio	Tracking Error	R-Squared	Up Capture	Down Capture	Sharpe Ratio
T. Rowe Price Retirement 2010 I	11.31	1.22	-0.15	0.40	2.73	0.97	120.79	122.05	0.39
S&P Target Date 2010 Index	9.13	1.00	0.00	-	0.00	1.00	100.00	100.00	0.37
Target-Date 2000-2010 Median	9.50	1.04	-0.55	-0.06	1.68	0.98	103.41	107.73	0.34
T. Rowe Price Retirement 2015 I	12.01	1.19	-0.07	0.44	2.58	0.98	117.93	117.51	0.41
S&P Target Date 2015 Index	9.95	1.00	0.00	-	0.00	1.00	100.00	100.00	0.39
Target-Date 2015 Median	10.59	1.06	-0.56	-0.10	1.43	0.99	103.70	107.51	0.35
T. Rowe Price Retirement 2020 I	13.08	1.19	0.00	0.44	2.86	0.98	117.52	115.76	0.43
S&P Target Date 2020 Index	10.84	1.00	0.00	-	0.00	1.00	100.00	100.00	0.40
Target-Date 2020 Median	11.32	1.04	-0.55	-0.05	1.51	0.99	102.75	106.57	0.37
T. Rowe Price Retirement 2025 I	14.41	1.17	-0.13	0.44	2.69	0.99	115.01	114.54	0.45
S&P Target Date 2025 Index	12.21	1.00	0.00	-	0.00	1.00	100.00	100.00	0.43
Target-Date 2025 Median	12.62	1.03	-0.68	-0.23	1.57	0.99	101.34	108.28	0.39
T. Rowe Price Retirement 2030 I	15.82	1.13	-0.19	0.40	2.39	0.99	111.40	111.94	0.48
S&P Target Date 2030 Index	13.91	1.00	0.00	-	0.00	1.00	100.00	100.00	0.47
Target-Date 2030 Median	14.30	1.03	-0.65	-0.30	1.53	0.99	100.75	107.54	0.43
T. Rowe Price Retirement 2035 I	17.08	1.09	-0.15	0.35	2.08	0.99	107.58	108.09	0.51
S&P Target Date 2035 Index	15.66	1.00	0.00	-	0.00	1.00	100.00	100.00	0.51
Target-Date 2035 Median	16.09	1.02	-0.53	-0.21	1.53	0.99	100.53	106.60	0.47
T. Rowe Price Retirement 2040 I	18.06	1.06	-0.16	0.27	2.06	0.99	105.73	106.63	0.53
S&P Target Date 2040 Index	16.89	1.00	0.00	-	0.00	1.00	100.00	100.00	0.53
Target-Date 2040 Median	17.27	1.02	-0.50	-0.12	1.69	0.99	101.16	106.30	0.50
T. Rowe Price Retirement 2045 I	18.72	1.06	-0.09	0.27	2.13	0.99	105.15	105.58	0.55
S&P Target Date 2045 Index	17.63	1.00	0.00	-	0.00	1.00	100.00	100.00	0.55
Target-Date 2045 Median	18.31	1.04	-0.45	-0.05	1.75	0.99	102.25	106.25	0.53
T. Rowe Price Retirement 2050 I	18.77	1.04	-0.14	0.16	2.00	0.99	103.31	104.08	0.55
S&P Target Date 2050 Index	17.98	1.00	0.00	-	0.00	1.00	100.00	100.00	0.56
Target-Date 2050 Median	18.61	1.03	-0.48	-0.14	1.78	0.99	101.29	105.96	0.53
T. Rowe Price Retirement 2055 I	18.81	1.03	-0.17	0.11	1.98	0.99	102.66	103.76	0.55
S&P Target Date 2055 Index	18.14	1.00	0.00	-	0.00	1.00	100.00	100.00	0.56
Target-Date 2055 Median	18.71	1.03	-0.43	-0.10	1.73	0.99	101.21	105.50	0.53

Data Source: Morningstar, Inc.

Risk Statistics

As of September 30, 2024

	Standard Deviation	Beta	Alpha	Information Ratio	Tracking Error	R-Squared	Up Capture	Down Capture	Sharpe Ratio
T. Rowe Price Retirement 2060 I	18.84	1.03	-0.19	0.10	1.95	0.99	102.53	103.77	0.55
S&P Target Date 2060 Index	18.19	1.00	0.00	-	0.00	1.00	100.00	100.00	0.56
Target-Date 2060 Median	18.77	1.03	-0.50	-0.10	1.69	0.99	101.59	105.61	0.53
T. Rowe Price Retirement 2065 I	-	-	-	-	-	-	-	-	-
S&P Target Date 2065+ Index	18.17	1.00	0.00	-	0.00	1.00	100.00	100.00	0.56
Target-Date 2065+ Median	18.94	1.04	-0.39	0.01	1.70	0.99	103.42	106.81	0.54
Vanguard LifeStrategy Income Inv	7.59	1.14	-0.16	0.15	1.42	0.98	111.15	113.12	0.07
Dow Jones U.S. Conservative Index	6.58	1.00	0.00	-	0.00	1.00	100.00	100.00	0.05
Conservative Allocation Median	8.42	1.24	0.40	0.41	2.59	0.95	123.77	119.44	0.17
Vanguard LifeStrategy Cnsrv Gr Inv	10.20	0.97	-0.15	-0.19	1.54	0.98	98.60	102.09	0.32
Dow Jones U.S. Moderately Conservative Index	10.34	1.00	0.00	-	0.00	1.00	100.00	100.00	0.34
Moderately Conservative Allocation Median	10.78	1.02	-0.16	-0.08	2.08	0.97	101.02	104.70	0.32
Vanguard LifeStrategy Growth Inv	16.42	0.93	-0.12	-0.34	2.80	0.98	94.78	98.41	0.52
Dow Jones U.S. Moderately Aggressive Index	17.45	1.00	0.00	-	0.00	1.00	100.00	100.00	0.54
Moderately Aggressive Allocation Median	16.35	0.92	-0.48	-0.47	3.08	0.97	92.92	96.94	0.49
PIMCO International Bond (USD-Hdg) Instl	5.03	0.52	1.74	0.41	4.74	0.79	60.47	35.90	-0.17
Blmbg. Global Aggregate Index	8.62	1.00	0.00	-	0.00	1.00	100.00	100.00	-0.33
Global Bond-USD Hedged Median	6.23	0.67	1.03	0.27	4.01	0.83	71.20	58.59	-0.26
JPMorgan High Yield R6	9.97	0.94	-0.01	-0.24	1.34	0.99	95.29	96.77	0.24
Credit Suisse High Yield Index	10.54	1.00	0.00	-	0.00	1.00	100.00	100.00	0.26
High Yield Bond Median	10.14	0.95	-0.24	-0.31	1.67	0.98	94.42	98.30	0.22
Vanguard Total Bond Market Index Adm	6.50	1.00	-0.05	-0.34	0.16	1.00	99.23	100.30	-0.29
Blmbg. U.S. Aggregate Float Adjusted	6.51	1.00	0.00	-	0.00	1.00	100.00	100.00	-0.28
Intermediate Core Bond Median	6.59	0.99	0.05	0.03	1.23	0.97	99.23	99.30	-0.27
MFS Total Return Bond R6	7.14	1.07	0.43	0.27	1.77	0.94	108.95	100.07	-0.13
Blmbg. U.S. Universal Index	6.50	1.00	0.00	-	0.00	1.00	100.00	100.00	-0.22
Intermediate Core-Plus Bond Median	7.10	1.06	0.01	0.03	1.89	0.94	103.86	103.67	-0.20
Lord Abbett Short Duration Income R6	4.41	0.84	0.89	0.16	3.91	0.22	121.60	100.63	0.00
Bloomberg U.S. Gov/Credit 1-3 Year Index	2.49	1.00	0.00	-	0.00	1.00	100.00	100.00	-0.28
Short-Term Bond Median	3.56	0.99	0.14	0.12	2.44	0.57	118.87	119.26	-0.09

Data Source: Morningstar, Inc.

Risk Statistics

As of September 30, 2024

	Standard Deviation	Beta	Alpha	Information Ratio	Tracking Error	R-Squared	Up Capture	Down Capture	Sharpe Ratio
Transamerica Guaranteed Investment Option	-	-	-	-	-	-	-	-	-
Bloomberg U.S. Government 1-3 Year Index	2.60	1.00	0.00	-	0.00	1.00	100.00	100.00	-0.36
IM U.S. GIC/Stable Value (SA+CF) Median	0.22	0.05	1.92	0.20	2.47	0.42	54.99	-47.06	-0.30

Data Source: Morningstar, Inc.

Actual Correlation Matrix

5 Years Ending September 30, 2024

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y
A	1.00																								
B	0.91	1.00																							
C	0.92	0.98	1.00																						
D	0.93	0.98	1.00	1.00																					
E	0.76	0.91	0.93	0.93	1.00																				
F	0.97	0.88	0.89	0.91	0.73	1.00																			
G	0.95	0.93	0.95	0.97	0.86	0.95	1.00																		
H	0.77	0.83	0.86	0.89	0.89	0.79	0.90	1.00																	
I	0.93	0.82	0.82	0.85	0.66	0.97	0.91	0.75	1.00																
J	0.93	0.88	0.90	0.93	0.80	0.96	0.98	0.90	0.95	1.00															
K	0.91	0.87	0.88	0.91	0.80	0.94	0.96	0.89	0.92	0.98	1.00														
L	0.90	0.81	0.80	0.81	0.62	0.89	0.84	0.65	0.86	0.85	0.82	1.00													
M	0.90	0.88	0.88	0.89	0.75	0.89	0.90	0.77	0.84	0.89	0.87	0.95	1.00												
N	0.77	0.84	0.86	0.85	0.78	0.74	0.82	0.76	0.66	0.76	0.73	0.76	0.89	1.00											
O	0.82	0.87	0.89	0.90	0.82	0.81	0.90	0.87	0.75	0.86	0.84	0.74	0.87	0.92	1.00										
P	0.88	0.96	0.97	0.97	0.93	0.85	0.93	0.88	0.79	0.89	0.88	0.83	0.92	0.90	0.91	1.00									
Q	0.68	0.71	0.70	0.72	0.67	0.68	0.75	0.70	0.66	0.74	0.74	0.79	0.88	0.75	0.70	0.80	1.00								
R	0.82	0.84	0.87	0.87	0.74	0.83	0.89	0.77	0.78	0.84	0.84	0.75	0.83	0.80	0.84	0.85	0.68	1.00							
S	0.74	0.76	0.78	0.78	0.72	0.66	0.74	0.69	0.58	0.69	0.69	0.61	0.70	0.77	0.80	0.76	0.51	0.68	1.00						
T	0.77	0.90	0.92	0.93	0.95	0.74	0.86	0.88	0.69	0.82	0.79	0.69	0.81	0.85	0.83	0.94	0.73	0.77	0.70	1.00					
U	0.58	0.66	0.69	0.69	0.66	0.61	0.70	0.68	0.57	0.67	0.65	0.54	0.68	0.70	0.74	0.71	0.65	0.70	0.45	0.70	1.00				
V	0.81	0.78	0.81	0.83	0.72	0.84	0.87	0.78	0.81	0.87	0.87	0.76	0.83	0.71	0.80	0.81	0.73	0.79	0.57	0.75	0.80	1.00			
W	0.39	0.53	0.54	0.54	0.55	0.40	0.53	0.57	0.36	0.48	0.44	0.42	0.59	0.71	0.69	0.61	0.59	0.60	0.47	0.61	0.81	0.56	1.00		
X	0.57	0.66	0.68	0.69	0.68	0.58	0.70	0.70	0.54	0.66	0.64	0.59	0.74	0.77	0.78	0.74	0.73	0.73	0.54	0.72	0.89	0.76	0.95	1.00	
Y	0.64	0.64	0.64	0.66	0.60	0.66	0.70	0.63	0.65	0.70	0.74	0.67	0.73	0.56	0.64	0.67	0.72	0.65	0.42	0.60	0.78	0.87	0.56	0.77	1.00

A	=	Putnam Large Cap Value R6
B	=	Touchstone Large Cap Focused R6
C	=	Vanguard Institutional Index I
D	=	Vanguard Total Stock Mkt Idx Adm
E	=	JPMorgan Large Cap Growth R6
F	=	JHancock Disciplined Value Mid Cap R6
G	=	Vanguard Mid Cap Index Admiral
H	=	AB Discovery Growth Z
I	=	Delaware Small Cap Value R6
J	=	Vanguard Small Cap Index Adm
K	=	PGIM Jennison Small Company R6
L	=	Dodge & Cox International Stock X
M	=	Vanguard Total Intl Stock Index Admiral
N	=	BNY Mellon International Stock Fund Y
O	=	Invesco International Small-Mid Com R6
P	=	American Funds New Perspective R6
Q	=	Goldman Sachs Emerging Markets Eq R6
R	=	Cohen & Steers Realty Shares Z
S	=	Vanguard Health Care Adm
T	=	Delaware Ivy Science and Technology R6
U	=	PIMCO International Bond (USD-Hdg) Instl
V	=	JPMorgan High Yield R6
W	=	Vanguard Total Bond Market Index Adm
X	=	MFS Total Return Bond R6
Y	=	Lord Abbett Short Duration Income R6

Low correlation, most diversified

Moderate correlation, some diversification

High correlation, few diversification benefits

Consolidated Analysis Disclosures

As of September 30, 2024

Extended Performance - In situations where performance is quoted for a period that extends beyond the inception date of the share class for a fund, please note that the share results prior to the date of first sale are hypothetical based on adjustments made to the historical monthly returns of the oldest share class to reflect the increase in fees of the indicated share class. Adjustments are not made to the historical returns if the new share class has lower fees.

The performance data contained herein represents past performance, which does not guarantee future results. Investment returns and principal value will fluctuate so that shares, when redeemed, may be worth more or less than their original cost. Current performance may be lower or higher than the performance data quoted. Please contact USI Advisors at (860) 633 - 5283 or toll free at (866) 305-8847 to obtain data current to the most recent month end (if it is not provided in this report). The fund performance information shown does not reflect the deduction of any initial sales charges, as these charges are not applicable to eligible retirement plans. Had these sales charges been deducted, results would have been lower than shown.

Government MM Funds:
You could lose money by investing in a money market fund. Although the fund seeks to preserve the value of your investment at $1.00 per share, it cannot guarantee it will do so. An investment in the fund is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. The fund's sponsor has no legal obligation to provide financial support to the fund, and you should not expect that the sponsor will provide financial support to the fund at any time. The fund's sponsor will not impose a fee upon the sale of your shares, nor will it temporarily suspend your ability to sell shares if the fund's weekly liquid assets fall below 30% of its total assets because of market conditions or other factors.

Retail MM Funds:
You could lose money by investing in a money market fund. Although the fund seeks to preserve the value of your investment at $1.00 per share, it cannot guarantee it will do so. The fund may impose a fee upon the sale of your shares or may temporarily suspend your ability to sell shares if the Fund's liquidity falls below required minimums because of market conditions or other factors. An investment in the fund is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. The funds sponsor has no legal obligation to provide financial support to the fund, and you should not expect that the sponsor will provide financial support to the fund at any time.

Institutional MM Funds:
You could lose money by investing in a money market fund. Because the share price of the fund will fluctuate, when you sell your shares they may be worth more or less than what you originally paid for them. The fund may impose a fee upon the sale of your shares or may temporarily suspend your ability to sell shares if the fund's liquidity falls below required minimums because of market conditions or other factors. An investment in the fund is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. The fund's sponsor has no legal obligation to provide financial support to the fund, and you should not expect that the sponsor will provide financial support to the fund at any time.

You should consider the investment objectives, risks, and charges and expenses of the investment options carefully before investing. The prospectuses and other comparable documents contain this and other information about the investment options. They may be obtained by calling USI Advisors at (860) 633-5283 or toll free at (866) 305-8847. You should read the prospectuses and/or other comparable documents carefully before investing.

All investment-related charts and data provided through Morningstar and Lipper (holdings related data only).
Fixed Income Credit Ratings (listed on the investment fact sheets): The credit quality ratings for underlying fixed-income holdings within the portfolio are assigned by either Standard & Poor's or Moody's and then reported by the investment company, along with the allocation as a percentage of overall fixed-income holdings, to Morningstar.

For Morningstar Category Classification Definitions and Investment Definitions, please visit www.usiadvisorsinc.com.

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Investment Advice for institutional accounts provided by USI Advisors, Inc.
95 Glastonbury Blvd., Glastonbury, CT 06033

IMPORTANT DISCLOSURES:

For additional information made publicly available by the fund's sponsor, including performance data to the most recent month-end, please visit the fund's Website. All total returns for the funds listed assume the reinvestment of all dividends and capital gains distributions at net asset value when paid. Furthermore, the total returns do not reflect the deduction of any initial sales charges as these charges are not applicable to eligible retirement plans. Had these sales charges been deducted, results would have been lower than shown. In certain circumstances, a back-end sales charge may be assessed upon redemption of shares within a particular timeframe. Please refer to the prospectus and/or statement of

additionalinformation for specific details. Please note that there are other charges and expenses that apply to the investment options, such as management fees, which are reflected in their net investment return. For certain investment options, the returns reflect subsidies and waivers, without which the results would have been lower than noted. These subsidies and waivers may not continue to remain in effect. Please note that certain funds will charge a redemption fee for short-term trading. The returns shown do not reflect short-term trading fees; if included, results would have been less than shown.

The stable value funds identified are structured either as collective trust funds or insurance company separate accounts, but are not mutual funds; consequently, they are not registered with or regulated by the U.S. Securities and Exchange Commission. Those established as collective trusts are typically operated and offered by banks and/or trust companies or their affiliates and are regulated by banking regulators. Those established as insurance company separate accounts are typically operated by insurance companies and are regulated by state insurance departments. For a copy of the stable value fund's "Summary Information Booklet" and/or information flyer, please call USI Advisors at (860) 633-5283.

The Model Portfolios identified are not mutual funds or securities in and of themselves, rather they are asset allocation models comprised of several complementary investments. The component investments that make up the Model Portfolios are identified in the accompanying performance summary sheets, along with their percentage allocation in respect to the Model and their individual performance. The Plan Sponsor makes the Model Portfolio(s) available for the convenience of Plan Participants; however, the Plan Sponsor generally does not permit Plan Participants to invest retirement plan contributions directly into the individual investments that constitute the Models. Plan Participants may only gain access to the underlying investments by allocating their contributions to the Model Portfolio(s).

Investments identified as Separately Managed Accounts ("SMA"), if any, are not registered mutual funds and are not offered to the Plan through USI Securities, Inc. SMAs are privately managed investment accounts that have various investment objectives, differing degrees of risk, and utilize varying investment strategies. Detailed information on each SMA available to your Plan is available directly from the Registered Investment Advisor with whom the Plan Sponsor has contracted to manage the SMA. USI Advisors receives performance data from the Plan Sponsor or the SMA firm and consolidates this information into this report for the convenience, and at the request, of the Plan Sponsor.

An index is a measure of value changes in a representative grouping of stocks, bonds, or other securities. Indexes are used primarily for comparative performance measurement and as a gauge of movements in financial markets. You can not invest directly in an index and, for comparative purposes; they do not reflect the effect of the various fees inherent in actual investment vehicles.

RISKS:

Investing in mutual funds, which are intended as long-term investments, involves risk, including the possible loss of principal. It is important to understand that certain types of securities and/or investment strategies employed by mutual funds may expose an investor to additional inherent risks. Investments in **foreign securities** are subject to special additional risks, including currency risk, political risk, and risk associated with varying accounting standards. Funds invested in **emerging markets** may accentuate these risks. **Sector funds** (those funds that invest exclusively in one sector or industry), such as technology or real estate stocks, are subject to substantial volatility due to adverse political, economic, or other developments and may carry additional risk resulting from lack of industry diversification. **Non-diversified** funds, which invest more of their assets in a single issuer, may experience substantial volatility due to the increased concentration of investments. Funds that invest in **small or mid-capitalization companies** may experience a greater degree of market volatility, and potential for business failure, than those of large-capitalization stocks and are riskier investments. **Bond funds** have the same interest rate, inflation, and credit risks as associated with the underlying bonds owned by the fund. Generally, the value of bond funds rises when prevailing interest rates fall and falls when interest rates rise. Funds that invest in lower-rated debt securities, commonly referred to as **high yield or junk bonds**, have additional risks and may be subject to greater market fluctuations and risk of loss of income and principal (relative to higher-rated securities), due to the lower credit quality of the securities and increased risk of default. Bear in mind that higher return potential is accompanied by higher risk.

Although diversification is not a guarantee against loss, it is an effective strategy to help you manage risk. There is no guarantee that a diversified portfolio will outperform a non-diversified portfolio. There are no assurances that your investment objectives will be achieved.

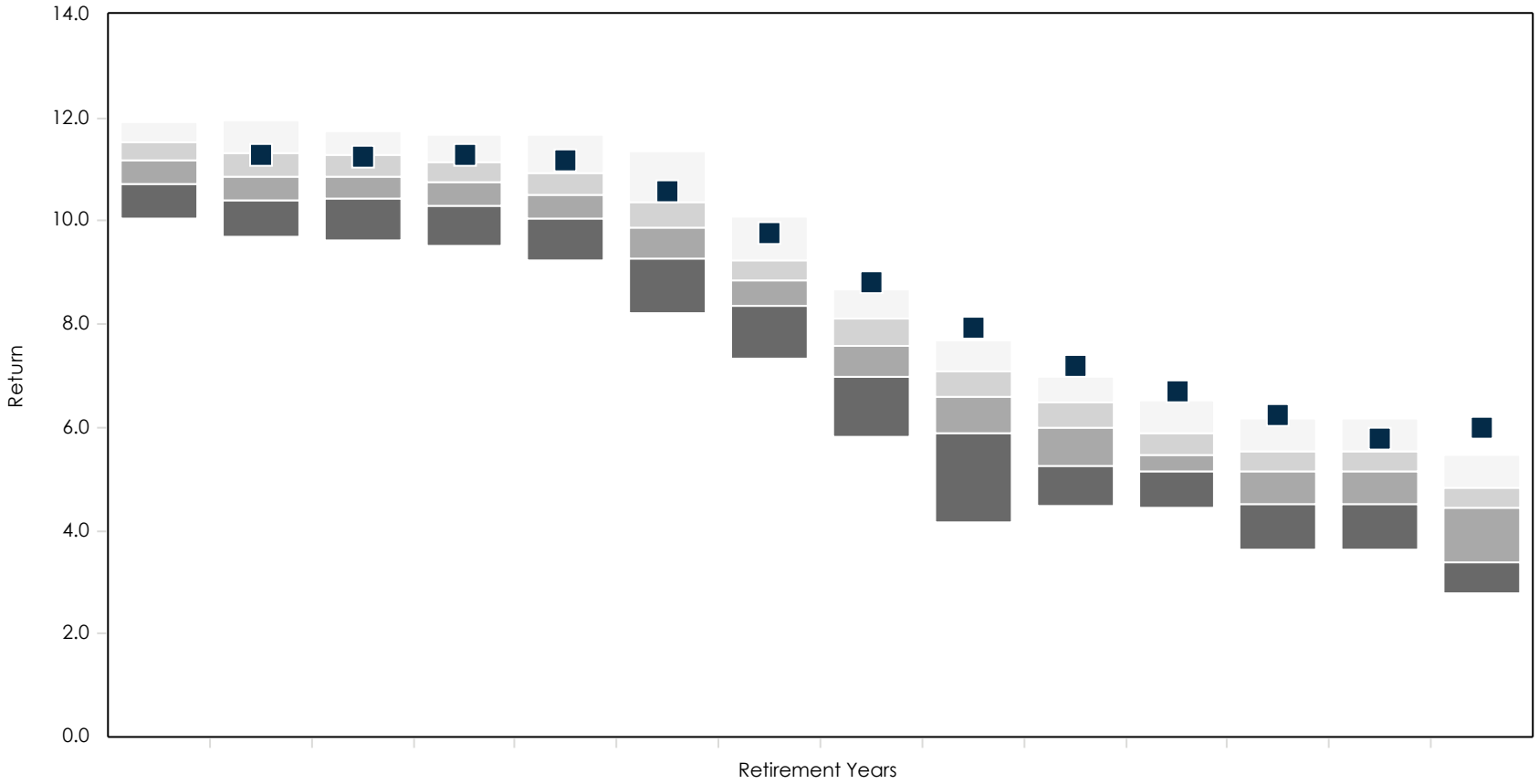
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Target Date Fund Family Overview

5 Years Ending September 30, 2024

Peer Group Retirement Years Performance

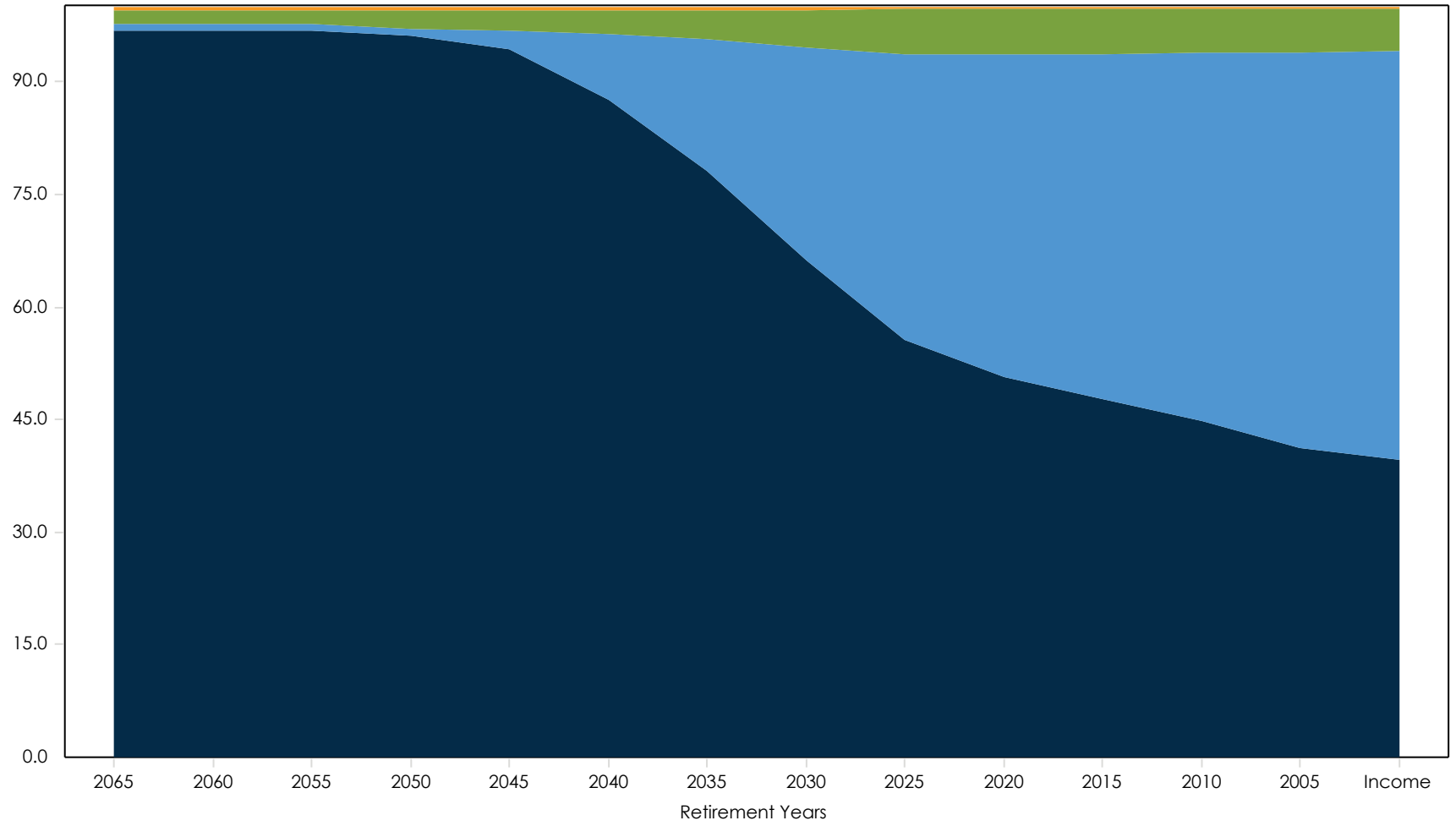


	2065	2060	2055	2050	2045	2040	2035	2030	2025	2020	2015	2010	2005	Income
■ T. Rowe Price Retirement I	-	11.27 (30)	11.25 (28)	11.27 (20)	11.17 (17)	10.57 (19)	9.78 (11)	8.82 (3)	7.93 (1)	7.20 (1)	6.68 (1)	6.23 (2)	5.77 (18)	5.99 (1)
5th Percentile	11.92	11.95	11.76	11.67	11.66	11.35	10.10	8.69	7.69	6.99	6.53	6.16	6.16	5.48
1st Quartile	11.53	11.32	11.28	11.16	10.92	10.35	9.25	8.12	7.10	6.47	5.88	5.54	5.54	4.82
Median	11.16	10.85	10.85	10.74	10.53	9.87	8.85	7.59	6.60	5.99	5.48	5.15	5.15	4.45
3rd Quartile	10.71	10.42	10.44	10.28	10.05	9.27	8.35	7.00	5.89	5.25	5.14	4.51	4.51	3.40
95th Percentile	10.03	9.71	9.64	9.52	9.25	8.21	7.35	5.83	4.17	4.47	4.45	3.63	3.63	2.80
Population	35	171	180	183	180	184	180	190	187	141	105	89	89	137

The underlying investment mix of target date funds is designed to change as you get closer to your retirement date. The portfolio moves from a more aggressive, growth-oriented strategy during your accumulation phase to a more conservative, preservation oriented strategy as you near retirement. Target date funds are intended as long-term investments which involve risk, including the possible loss of principal. The principal value of the fund(s) is not guaranteed at any time, including at the target date.

Target Date Fund Family Overview

Retirement Years Allocation - Data as of September 30, 2024

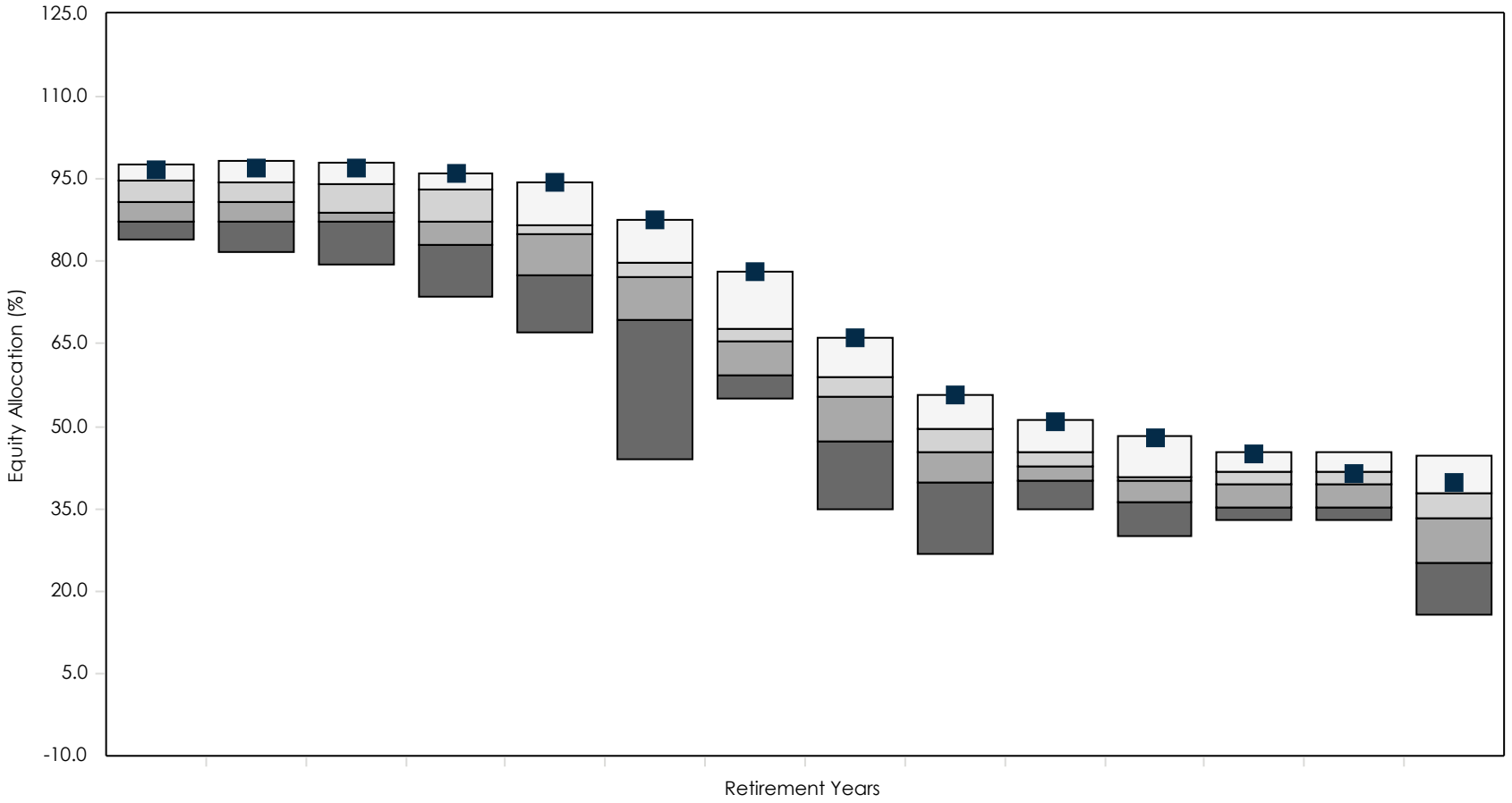


	2065	2060	2055	2050	2045	2040	2035	2030	2025	2020	2015	2010	2005	Income
Equity	96.86	96.91	96.90	96.14	94.36	87.62	78.24	66.19	55.55	50.68	47.79	44.92	41.27	39.64
Fixed Income	0.88	0.89	0.87	0.93	2.58	8.86	17.54	28.36	38.15	42.93	46.01	49.05	52.66	54.40
Cash	1.74	1.67	1.70	2.40	2.54	3.03	3.77	5.05	5.97	6.09	5.92	5.76	5.82	5.72
Other	0.52	0.53	0.53	0.53	0.52	0.49	0.45	0.40	0.33	0.30	0.28	0.27	0.25	0.24

The underlying investment mix of target date funds is designed to change as you get closer to your retirement date. The portfolio moves from a more aggressive, growth-oriented strategy during your accumulation phase to a more conservative, preservation oriented strategy as you near retirement. Target date funds are intended as long-term investments which involve risk, including the possible loss of principal. The principal value of the fund(s) is not guaranteed at any time, including at the target date.

Target Date Fund Family Overview

As of September 30, 2024



	2065	2060	2055	2050	2045	2040	2035	2030	2025	2020	2015	2010	2005	Income
■ T. Rowe Price Retirement I	96.9 (10)	96.9 (11)	96.9 (8)	96.1 (5)	94.4 (5)	87.6 (5)	78.2 (5)	66.2 (5)	55.6 (7)	50.7 (14)	47.8 (10)	44.9 (12)	41.3 (39)	39.6 (21)
5th Percentile	97.8	98.2	97.9	96.1	94.4	87.6	78.2	66.2	55.8	51.3	48.3	45.4	45.4	44.6
1st Quartile	94.8	94.3	94.2	93.0	86.8	79.7	67.9	58.9	49.6	45.3	40.6	41.7	41.7	37.7
Median	90.8	90.9	88.8	87.2	85.1	77.1	65.6	55.5	45.4	42.8	40.2	39.5	39.5	33.4
3rd Quartile	87.2	87.3	87.2	83.1	77.5	69.3	59.3	47.1	39.9	40.2	36.1	35.3	35.3	25.3
95th Percentile	84.0	81.8	79.4	73.4	67.2	44.0	55.0	34.9	26.6	34.8	29.9	33.0	33.0	15.8
Population	137	130	129	132	129	132	129	134	119	81	65	51	51	85

The underlying investment mix of target date funds is designed to change as you get closer to your retirement date. The portfolio moves from a more aggressive, growth-oriented strategy during your accumulation phase to a more conservative, preservation oriented strategy as you near retirement. Target date funds are intended as long-term investments which involve risk, including the possible loss of principal. The principal value of the fund(s) is not guaranteed at any time, including at the target date.

Target Date Fund Family Overview

As of September 30, 2024

Retirement Years Asset Allocation - Data as of September 30, 2024														
	2065	2060	2055	2050	2045	2040	2035	2030	2025	2020	2015	2010	2005	Income
US Equity	**64.6**	**64.1**	**64.3**	**64.1**	**63.0**	**58.7**	**52.5**	**43.3**	**34.7**	**31.3**	**29.5**	**27.1**	**24.9**	**-**
T. Rowe Price Equity Index 500 Z	10.7	10.2	10.3	10.4	10.3	9.6	8.5	7.0	5.6	5.0	4.8	4.0	3.7	-
T. Rowe Price Growth Stock Z	14.6	14.6	14.6	14.5	14.3	13.3	11.8	9.7	7.8	7.0	6.6	6.2	5.7	-
T. Rowe Price Mid-Cap Growth Z	3.8	3.8	3.8	3.7	3.7	3.4	3.1	2.6	2.1	1.8	1.7	1.6	1.5	-
T. Rowe Price Mid-Cap Value Z	3.5	3.5	3.5	3.5	3.5	3.2	2.9	2.5	2.0	1.8	1.7	1.5	1.4	-
T. Rowe Price New Horizons Z	1.6	1.5	1.5	1.5	1.5	1.4	1.2	1.1	0.9	0.8	0.8	0.7	0.7	-
T. Rowe Price Small-Cap Stock Z	2.1	2.2	2.2	2.2	2.2	2.1	1.8	1.5	1.2	1.0	1.0	0.9	0.8	-
T. Rowe Price Small-Cap Value Z	2.1	2.1	2.1	2.1	2.1	2.0	1.8	1.5	1.2	1.1	1.1	1.0	0.9	-
T. Rowe Price US Large-Cap Core Z	10.4	10.4	10.4	10.3	10.2	9.5	8.5	6.9	5.5	5.0	4.7	4.4	4.1	-
T. Rowe Price Value Z	15.8	15.9	15.9	15.8	15.5	14.4	12.8	10.6	8.5	7.7	7.2	6.8	6.2	-
International Equity	**5.2**	**5.2**	**5.2**	**5.2**	**5.1**	**4.7**	**4.3**	**3.6**	**2.9**	**2.5**	**2.4**	**2.2**	**2.1**	**-**
T. Rowe Price Em Mkts Discv Stk Z	2.9	2.9	2.9	2.9	2.9	2.7	2.4	2.0	1.6	1.4	1.3	1.2	1.1	-
T. Rowe Price Emerging Markets Stock Z	2.3	2.3	2.3	2.3	2.2	2.1	1.9	1.6	1.3	1.2	1.1	1.0	0.9	-
Global Equity	**29.0**	**29.0**	**29.0**	**28.8**	**28.3**	**26.3**	**23.7**	**19.7**	**16.1**	**14.5**	**13.6**	**12.7**	**11.7**	**-**
T. Rowe Price International Stock Z	7.0	7.0	7.0	6.9	6.8	6.3	5.7	4.6	3.7	3.4	3.2	3.0	2.7	-
T. Rowe Price International Value Eq Z	7.6	7.6	7.6	7.5	7.4	6.9	6.2	5.1	4.1	3.7	3.5	3.3	3.0	-
T. Rowe Price Overseas Stock Z	7.8	7.8	7.8	7.7	7.6	7.1	6.5	5.4	4.3	3.9	3.6	3.4	3.1	-
T. Rowe Price Real Assets Z	6.6	6.6	6.6	6.6	6.5	6.0	5.4	4.6	3.9	3.6	3.3	3.2	2.9	-
US Fixed Income	**1.2**	**1.4**	**1.3**	**1.7**	**3.1**	**8.2**	**15.3**	**24.6**	**33.5**	**38.2**	**41.0**	**44.6**	**48.0**	**-**
T. Rowe Price Dynamic Global Bond Z	0.1	0.1	0.1	0.1	0.2	0.8	1.6	2.3	2.8	3.1	3.1	3.3	3.5	-
T. Rowe Price Ltd Dur Infl Focus Bd Z	0.2	0.2	0.2	0.2	0.2	0.2	0.2	4.3	9.1	11.4	13.4	15.4	17.4	-
T. Rowe Price New Income Z	0.3	0.3	0.3	0.4	1.2	3.9	7.9	10.9	13.1	14.1	14.6	15.0	15.7	-
T. Rowe Price US Treasury Money Z	0.4	0.5	0.4	0.8	0.7	0.7	0.8	0.7	0.9	1.3	1.2	2.0	2.1	-
T. Rowe Price US Trs Long-Term Idx Z	0.2	0.2	0.2	0.2	0.8	1.8	3.2	3.5	3.3	3.3	3.3	3.3	3.3	-
T. Rowe Price Floating Rate Z	-	-	-	-	-	0.2	0.4	0.7	0.9	0.9	1.0	1.0	1.1	-
T. Rowe Price High Yield Z	-	-	-	-	-	0.5	1.3	2.0	2.5	2.9	3.1	3.2	3.4	-
T. Rowe Price Dynamic Credit Z	-	-	-	-	-	-	-	0.3	1.0	1.2	1.2	1.3	1.4	-
International Fixed Income	**-**	**-**	**-**	**-**	**-**	**0.5**	**1.3**	**2.1**	**2.7**	**3.1**	**3.3**	**3.4**	**3.7**	**-**
T. Rowe Price Emerging Markets Bond Z	-	-	-	-	-	0.5	1.3	2.1	2.7	3.1	3.3	3.4	3.7	-
Global Fixed Income	**0.1**	**0.1**	**0.1**	**0.1**	**0.4**	**1.3**	**2.6**	**3.8**	**4.6**	**5.0**	**5.1**	**5.2**	**5.5**	**-**
T. Rowe Price Intl Bd (USD Hdgd) Z	0.1	0.1	0.1	0.1	0.4	1.3	2.6	3.8	4.6	5.0	5.1	5.2	5.5	-
US Hedge Fund	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**2.8**	**5.2**	**5.3**	**5.0**	**4.7**	**4.3**	**-**
T. Rowe Price Hedged Equity Z	-	-	-	-	-	-	-	2.8	5.2	5.3	5.0	4.7	4.3	-
Other	**0.0**	**0.2**	**0.2**	**0.2**	**0.3**	**0.2**	**0.2**	**0.2**	**0.2**	**0.3**	**0.3**	**0.0**	**0.0**	**-**
Total	**100.0**	**100.0**	**100.0**	**100.0**	**100.0**	**100.0**	**100.0**	**100.0**	**100.0**	**100.0**	**100.0**	**100.0**	**100.0**	**-**

Putnam Large Cap Value R6

Benchmark: Russell 1000 Value Index **Category:** Large Value **Report Date:** 9/30/2024

Fund Information

Ticker	PEQSX
Fund Inception	07/02/2012
Fund Assets	32,633 Million
Portfolio Assets	6,038 Million
Total # of Holdings	103
% in Top 10	26.15 %
PM	DeMore,L/Jaroch,D
PM Tenure	12 Years 1 Month
Turnover	12.00 %
Net Expense (%)	0.55 %
SEC Yield	1.41 %

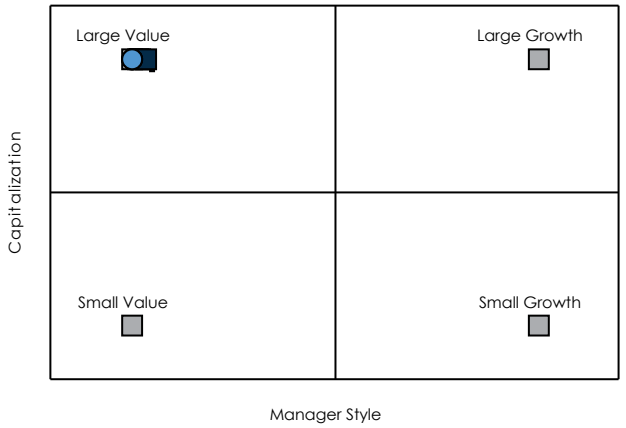
Portfolio Characteristics

Total Securities	103
Avg. Market Cap	$120,405 Million
P/E	16.6
P/B	2.3
Div. Yield	2.1%

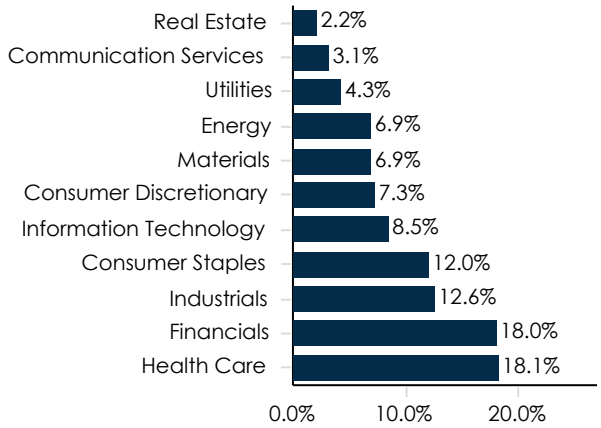
Trailing Performance

	1 Quarter	1 Year	3 Years	5 Years	10 Years	2023	2022	2021	2020
Manager	6.83 (73)	33.60 (6)	13.81 (2)	15.13 (3)	11.91 (2)	15.75 (18)	-2.75 (24)	27.32 (36)	6.19 (23)
Benchmark	9.43	27.76	9.03	10.69	9.23	11.46	-7.54	25.16	2.80
Category	8.05	27.06	9.66	11.12	9.23	11.00	-5.40	26.02	2.73

5 Year Style Map



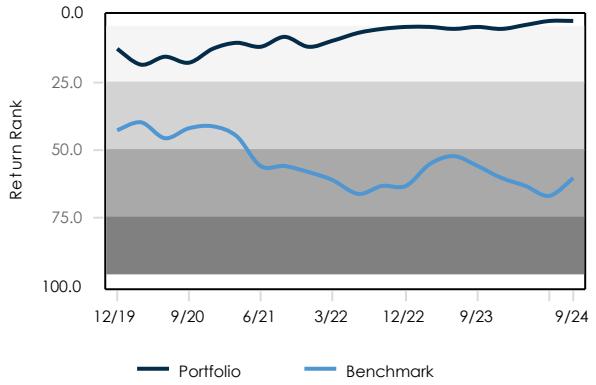
Sector Weights (%)



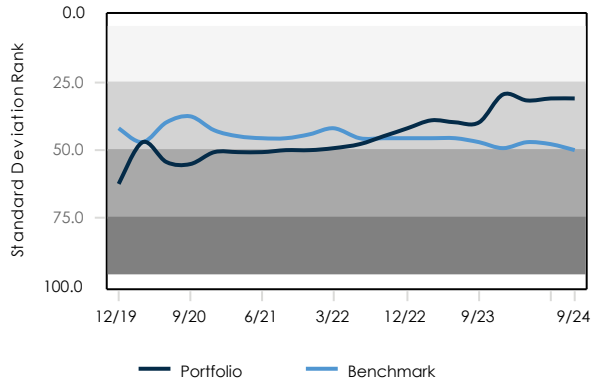
Fund Statistics - 5 Years

	Alpha	Beta	Information Ratio	Tracking Error	R-Squared	Consistency	Up Capture	Down Capture	Sharpe Ratio
Manager	4.52	0.95	1.50	2.54	0.98	61.67	102.14	84.19	0.76

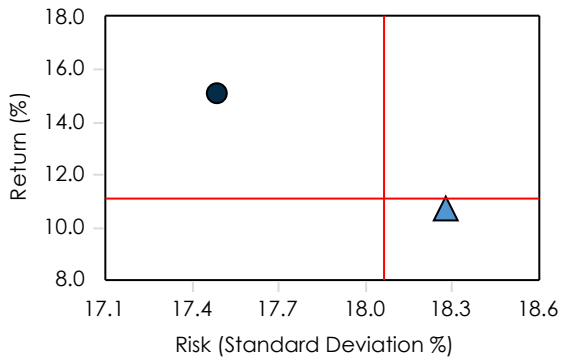
5 Year Return - Rolling Percentile Ranking



5 Year Std. Dev. - Rolling Percentile Ranking



Risk and Return - 5 Years



	Return	Standard Deviation
Manager	15.1	17.5
Benchmark	10.7	18.3
Median	11.1	18.1

Touchstone Large Cap Focused R6

Benchmark: S&P 500 Index **Category:** Large Blend **Report Date:** 9/30/2024

Fund Information

Ticker	TSRLX
Fund Inception	10/28/2021
Fund Assets	3,458 Million
Portfolio Assets	67 Million
Total # of Holdings	47
% in Top 10	49.53 %
PM	Wilhelm,J
PM Tenure	6 Years 11 Months
Turnover	6.00 %
Net Expense (%)	0.67 %
SEC Yield	-

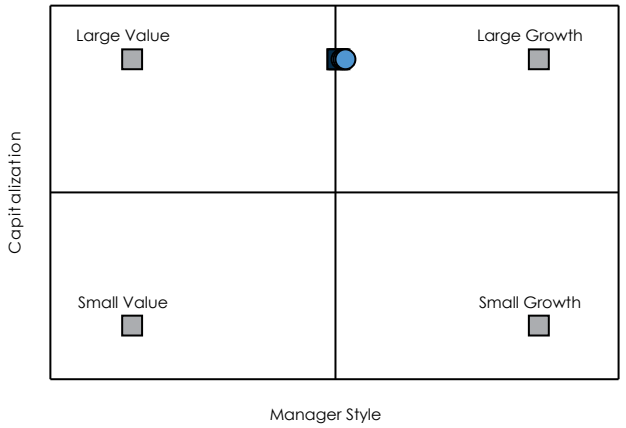
Portfolio Characteristics

Total Securities	47
Avg. Market Cap	$435,246 Million
P/E	20.6
P/B	3.9
Div. Yield	1.3%

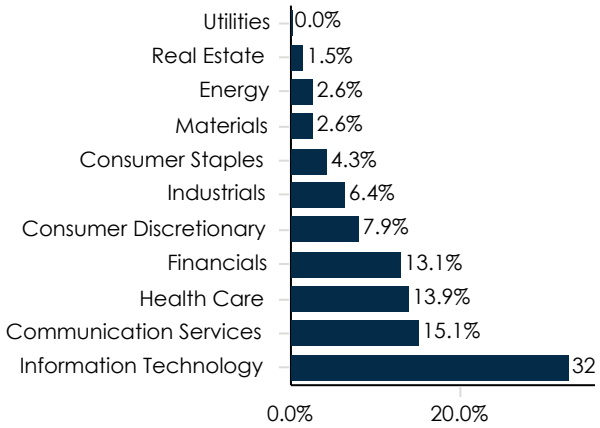
Trailing Performance

	1 Quarter	1 Year	3 Years	5 Years	10 Years	2023	2022	2021	2020
Manager	6.15 (33)	30.40 (78)	9.45 (71)	15.92 (20)	13.22 (13)	25.45 (42)	-17.27 (43)	25.37 (68)	23.83 (7)
Benchmark	5.89	36.35	11.91	15.98	13.38	26.29	-18.11	28.71	18.40
Category	5.79	34.79	10.73	14.87	12.11	24.49	-18.15	26.80	17.33

5 Year Style Map



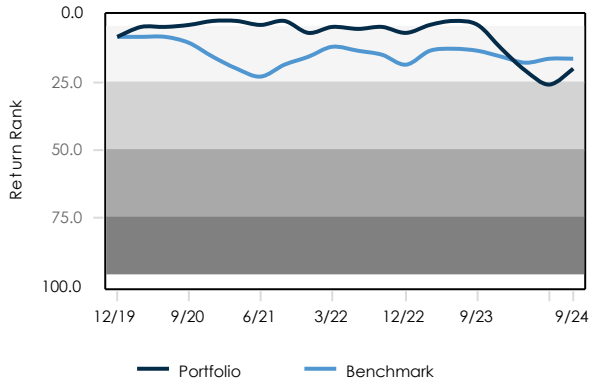
Sector Weights (%)



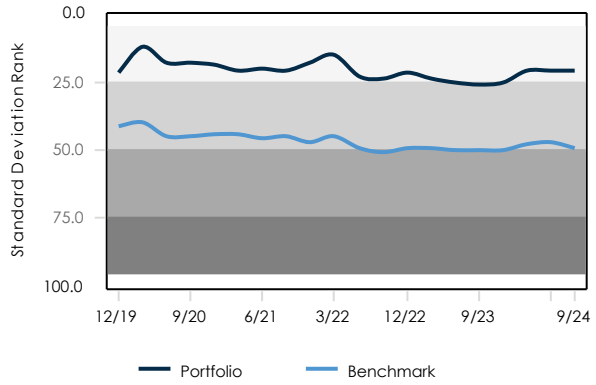
Fund Statistics - 5 Years

	Alpha	Beta	Information Ratio	Tracking Error	R-Squared	Consistency	Up Capture	Down Capture	Sharpe Ratio
Manager	0.52	0.96	-0.04	3.13	0.97	55.00	97.84	96.65	0.81

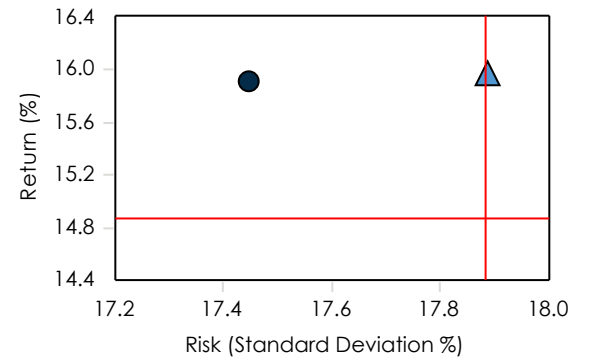
5 Year Return - Rolling Percentile Ranking



5 Year Std. Dev. - Rolling Percentile Ranking



Risk and Return - 5 Years



	Return	Standard Deviation
Manager	15.9	17.4
Benchmark	16.0	17.9
Median	14.9	17.9

Vanguard Institutional Index I

Benchmark: S&P 500 Index **Category:** Large Blend **Report Date:** 9/30/2024

Fund Information

Ticker	VINIX
Fund Inception	07/31/1990
Fund Assets	309,798 Million
Portfolio Assets	126,604 Million
Total # of Holdings	506
% in Top 10	34.20 %
PM	Birkett,N/Louie,M
PM Tenure	6 Years 10 Months
Turnover	3.00 %
Net Expense (%)	0.04 %
SEC Yield	1.26 %

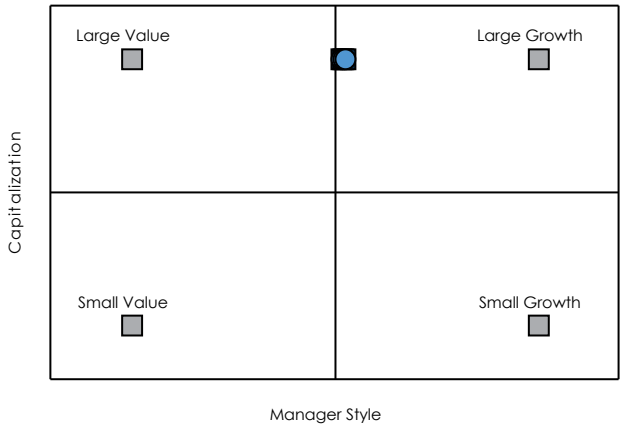
Portfolio Characteristics

Total Securities	506
Avg. Market Cap	$315,859 Million
P/E	22.9
P/B	4.2
Div. Yield	1.5%

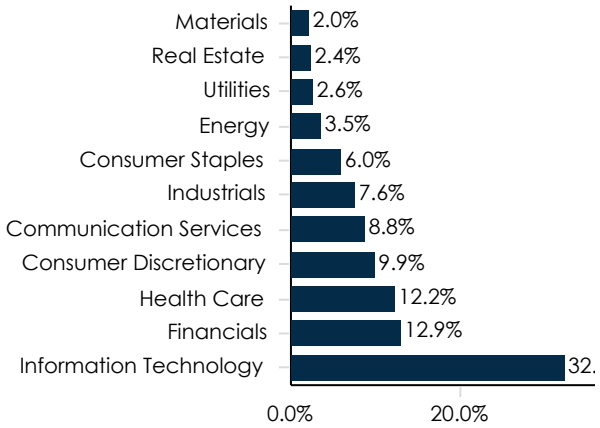
Trailing Performance

	1 Quarter	1 Year	3 Years	5 Years	10 Years	2023	2022	2021	2020
Manager	5.88 (42)	36.30 (26)	11.87 (22)	15.95 (19)	13.35 (8)	26.24 (25)	-18.14 (50)	28.67 (21)	18.39 (36)
Benchmark	5.89	36.35	11.91	15.98	13.38	26.29	-18.11	28.71	18.40
Category	5.79	34.79	10.73	14.87	12.11	24.49	-18.15	26.80	17.33

5 Year Style Map



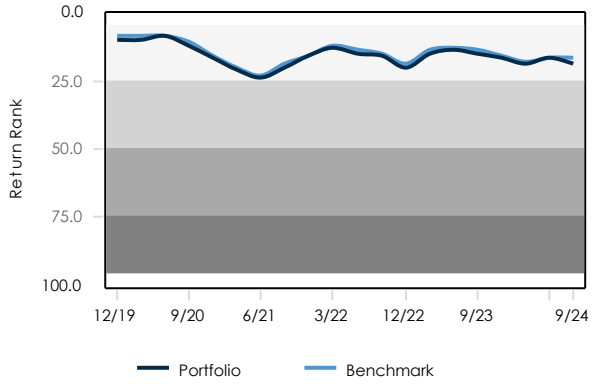
Sector Weights (%)



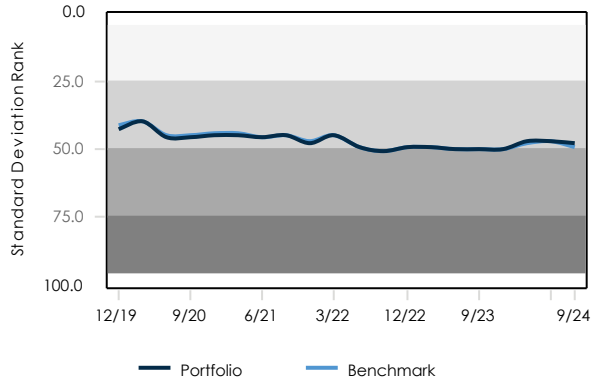
Fund Statistics - 5 Years

	Alpha	Beta	Information Ratio	Tracking Error	R-Squared	Consistency	Up Capture	Down Capture	Sharpe Ratio
Manager	-0.03	1.00	-3.65	0.01	1.00	10.00	99.95	100.05	0.79

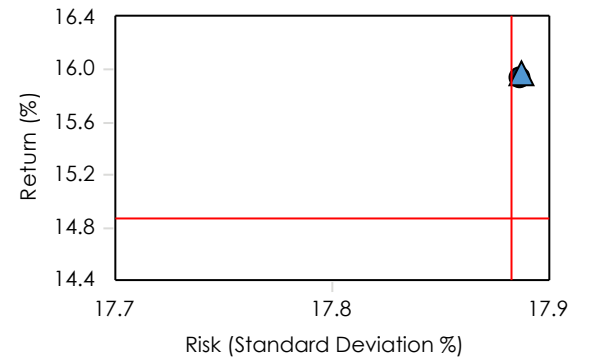
5 Year Return - Rolling Percentile Ranking



5 Year Std. Dev. - Rolling Percentile Ranking



Risk and Return - 5 Years



	Return	Standard Deviation
Manager	15.9	17.9
Benchmark	16.0	17.9
Median	14.9	17.9

Vanguard Total Stock Mkt Idx Adm

Benchmark: CRSP U.S. Total Market TR Index **Category:** Large Blend **Report Date:** 9/30/2024

Fund Information

Ticker	VTSAX
Fund Inception	11/13/2000
Fund Assets	1,751,565 Million
Portfolio Assets	401,694 Million
Total # of Holdings	3661
% in Top 10	29.84 %
PM	Louie,M/Nejman,W/O'Reilly,G
PM Tenure	29 Years 9 Months
Turnover	2.00 %
Net Expense (%)	0.04 %
SEC Yield	1.21 %

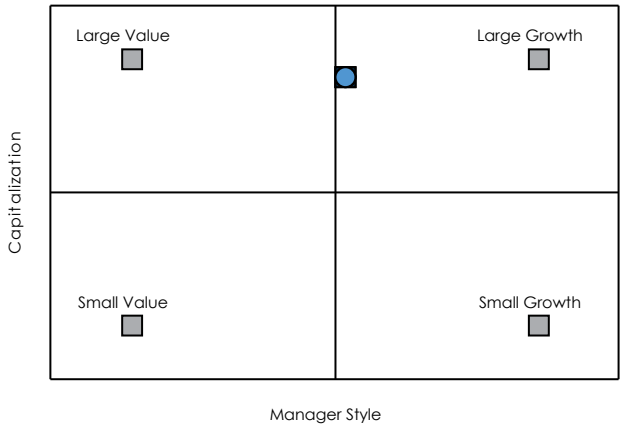
Portfolio Characteristics

Total Securities	3,661
Avg. Market Cap	$195,489 Million
P/E	22.3
P/B	3.8
Div. Yield	1.4%

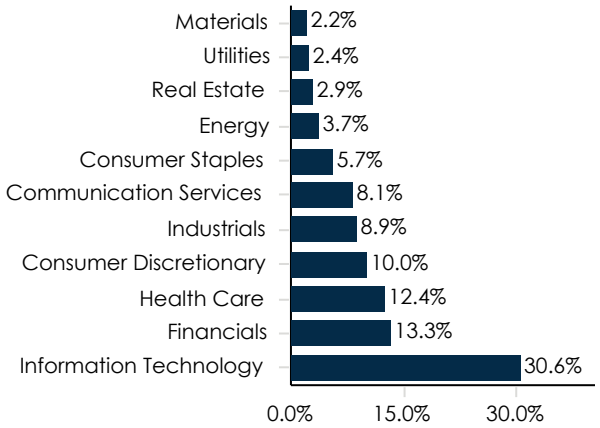
Trailing Performance

	1 Quarter	1 Year	3 Years	5 Years	10 Years	2023	2022	2021	2020
Manager	6.17 (32)	35.24 (45)	10.10 (62)	15.18 (42)	12.77 (31)	26.01 (31)	-19.53 (77)	25.71 (63)	20.99 (18)
Benchmark	6.18	35.23	10.11	15.19	12.79	25.98	-19.49	25.72	20.99
Category	5.79	34.79	10.73	14.87	12.11	24.49	-18.15	26.80	17.33

5 Year Style Map



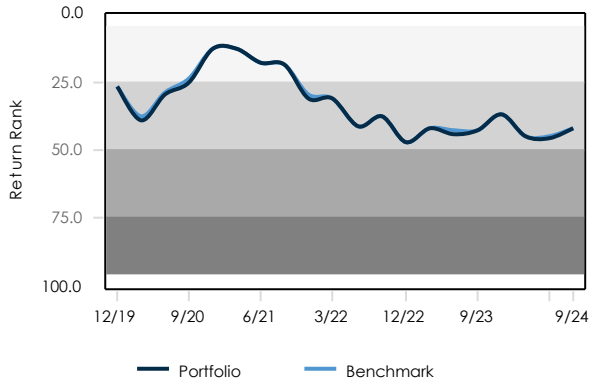
Sector Weights (%)



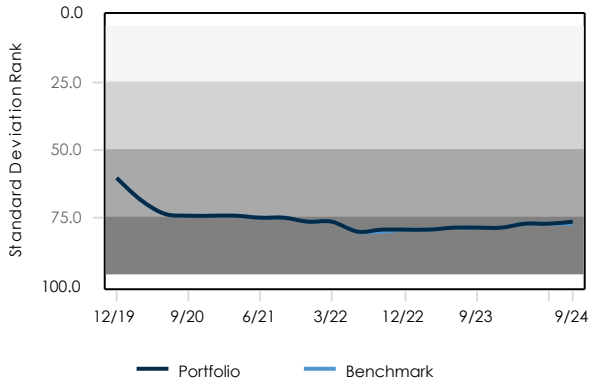
Fund Statistics - 5 Years

	Alpha	Beta	Information Ratio	Tracking Error	R-Squared	Consistency	Up Capture	Down Capture	Sharpe Ratio
Manager	-0.01	1.00	-0.32	0.02	1.00	43.33	99.99	100.02	0.74

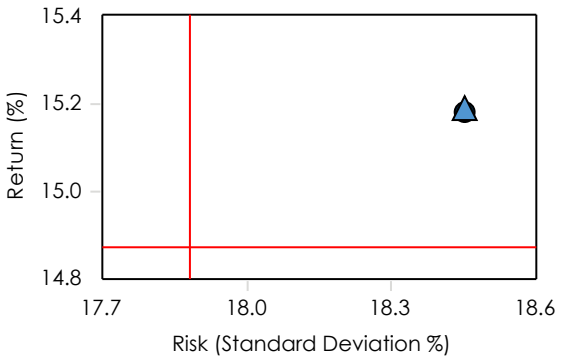
5 Year Return - Rolling Percentile Ranking



5 Year Std. Dev. - Rolling Percentile Ranking



Risk and Return - 5 Years



	Return	Standard Deviation
Manager	15.2	18.5
Benchmark	15.2	18.5
Median	14.9	17.9

JPMorgan Large Cap Growth R6

Benchmark: Russell 1000 Growth Index **Category:** Large Growth **Report Date:** 9/30/2024

Fund Information

Ticker	JLGMX
Fund Inception	11/30/2010
Fund Assets	98,006 Million
Portfolio Assets	63,628 Million
Total # of Holdings	68
% in Top 10	56.76 %
PM	Team Managed
PM Tenure	20 Years 1 Month
Turnover	32.00 %
Net Expense (%)	0.44 %
SEC Yield	-

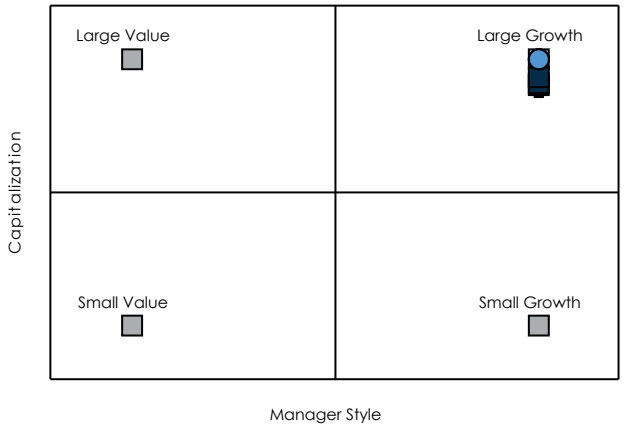
Portfolio Characteristics

Total Securities	68
Avg. Market Cap	$541,981 Million
P/E	31.1
P/B	8.3
Div. Yield	0.6%

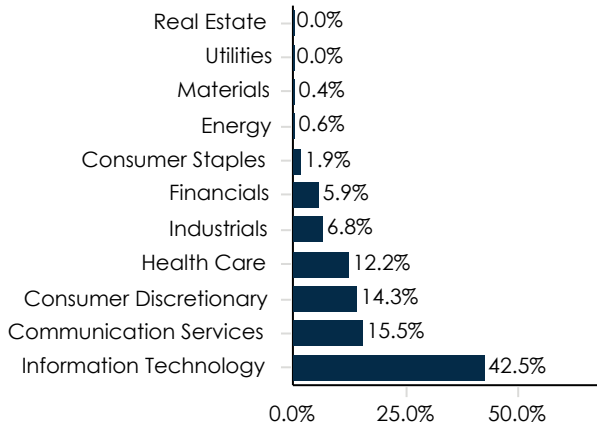
Trailing Performance

	1 Quarter	1 Year	3 Years	5 Years	10 Years	2023	2022	2021	2020
Manager	2.43 (65)	44.56 (16)	11.64 (9)	21.25 (3)	17.81 (3)	34.95 (67)	-25.21 (20)	18.79 (68)	56.42 (10)
Benchmark	3.19	42.19	12.02	19.74	16.52	42.68	-29.14	27.60	38.49
Category	3.20	40.20	8.24	16.48	14.15	39.00	-30.94	21.92	35.65

5 Year Style Map



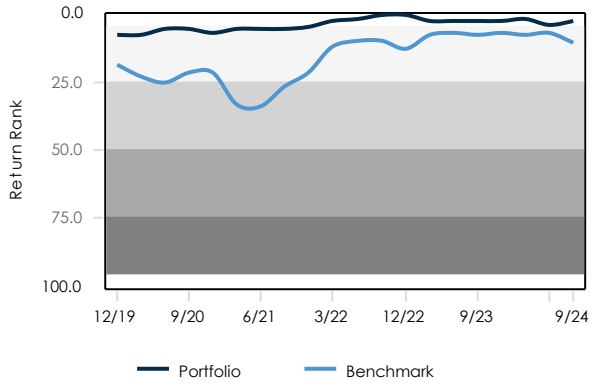
Sector Weights (%)



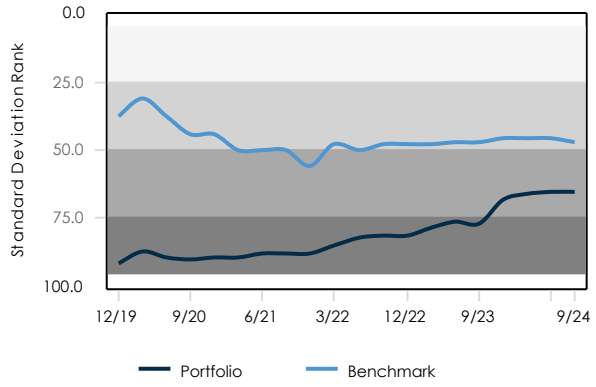
Fund Statistics - 5 Years

	Alpha	Beta	Information Ratio	Tracking Error	R-Squared	Consistency	Up Capture	Down Capture	Sharpe Ratio
Manager	1.59	0.99	0.29	4.45	0.95	51.67	100.00	93.82	0.93

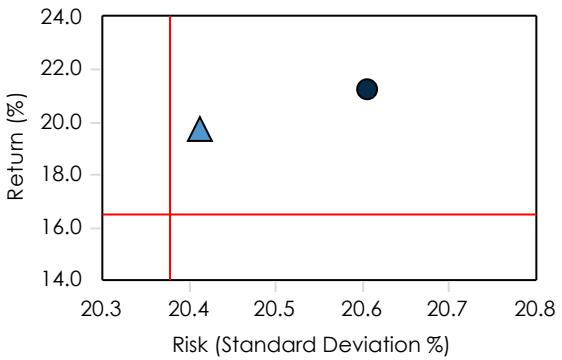
5 Year Return - Rolling Percentile Ranking



5 Year Std. Dev. - Rolling Percentile Ranking



Risk and Return - 5 Years



	Return	Standard Deviation
Manager	21.3	20.6
Benchmark	19.7	20.4
Median	16.5	20.4

JHancock Disciplined Value Mid Cap R6

Benchmark: Russell Midcap Value Index **Category:** Mid-Cap Value **Report Date:** 9/30/2024

Fund Information

Ticker	JVMRX
Fund Inception	09/01/2011
Fund Assets	23,556 Million
Portfolio Assets	6,599 Million
Total # of Holdings	143
% in Top 10	15.26 %
PM	Collard,T/Pollack,S
PM Tenure	23 Years 2 Months
Turnover	47.00 %
Net Expense (%)	0.75 %
SEC Yield	-

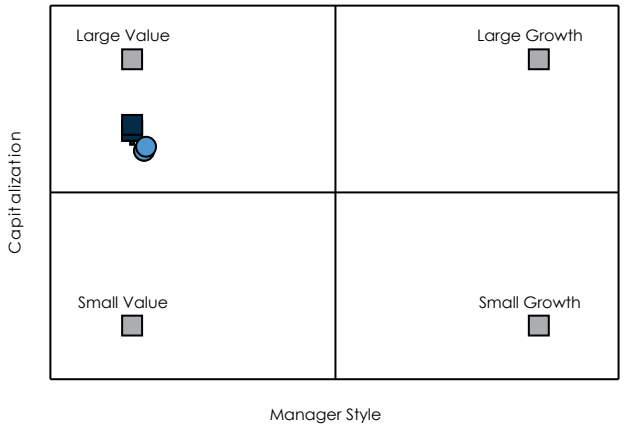
Portfolio Characteristics

Total Securities	143
Avg. Market Cap	$18,924 Million
P/E	16.9
P/B	2.5
Div. Yield	1.8%

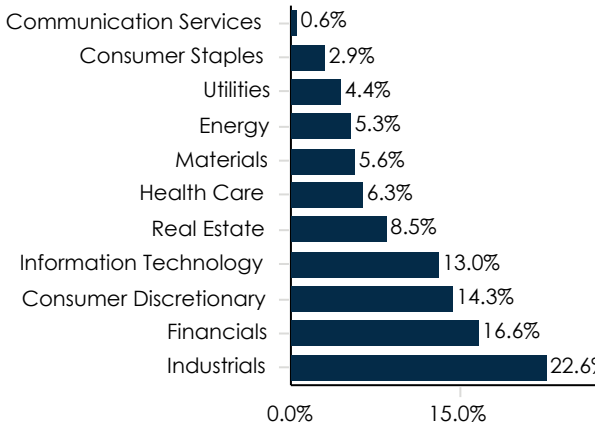
Trailing Performance

	1 Quarter	1 Year	3 Years	5 Years	10 Years	2023	2022	2021	2020
Manager	7.88 (80)	25.82 (53)	9.63 (29)	11.86 (28)	10.46 (7)	16.77 (20)	-6.96 (40)	27.05 (67)	6.01 (26)
Benchmark	10.08	29.01	7.39	10.33	8.93	12.71	-12.03	28.34	4.96
Category	9.09	26.05	8.70	10.52	8.75	12.20	-7.97	28.71	2.81

5 Year Style Map



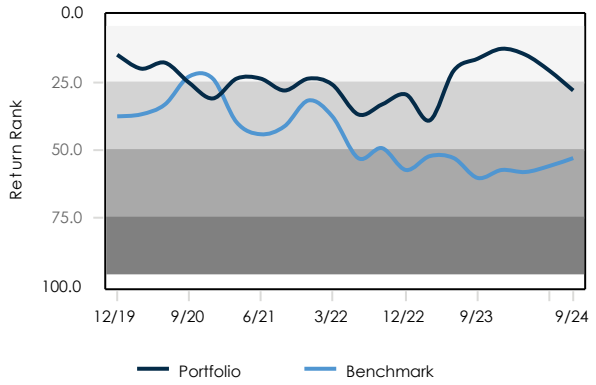
Sector Weights (%)



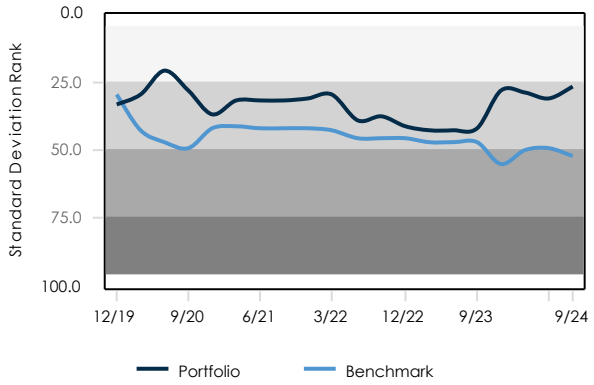
Fund Statistics - 5 Years

	Alpha	Beta	Information Ratio	Tracking Error	R-Squared	Consistency	Up Capture	Down Capture	Sharpe Ratio
Manager	1.76	0.96	0.37	3.21	0.98	46.67	97.16	90.58	0.53

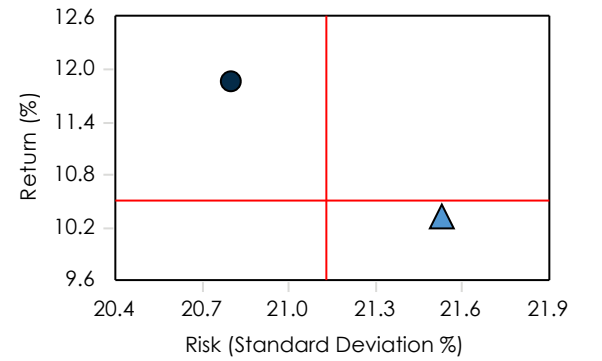
5 Year Return - Rolling Percentile Ranking



5 Year Std. Dev. - Rolling Percentile Ranking



Risk and Return - 5 Years



	Return	Standard Deviation
Manager	11.9	20.8
Benchmark	10.3	21.5
Median	10.5	21.1

Vanguard Mid Cap Index Admiral

Benchmark: CRSP U.S. Mid Cap TR Index **Category:** Mid-Cap Blend **Report Date:** 9/30/2024

Fund Information

Ticker	VIMAX
Fund Inception	11/12/2001
Fund Assets	175,592 Million
Portfolio Assets	63,153 Million
Total # of Holdings	319
% in Top 10	8.51 %
PM	Choi,A/Denis,A
PM Tenure	1 Year 7 Months
Turnover	13.00 %
Net Expense (%)	0.05 %
SEC Yield	1.48 %

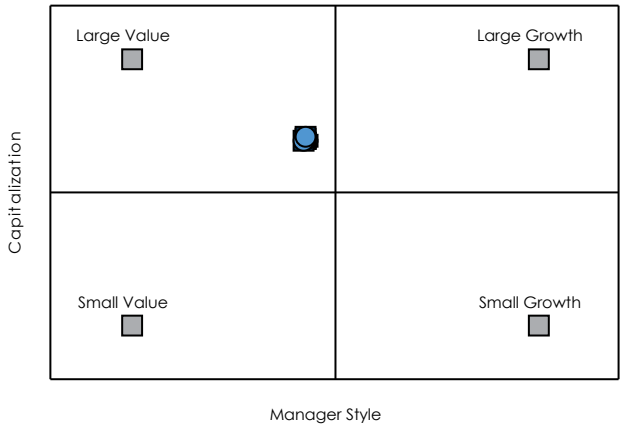
Portfolio Characteristics

Total Securities	319
Avg. Market Cap	$32,680 Million
P/E	19.8
P/B	2.9
Div. Yield	1.7%

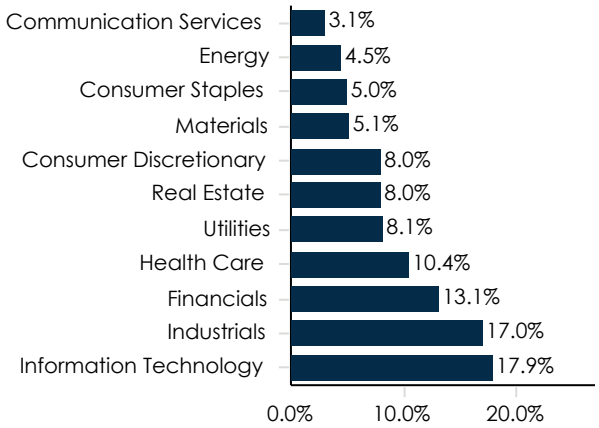
Trailing Performance

	1 Quarter		1 Year		3 Years		5 Years		10 Years		2023		2022		2021		2020	
Manager	9.36	(20)	28.79	(29)	5.31	(67)	11.22	(46)	10.21	(18)	15.98	(49)	-18.71	(79)	24.51	(41)	18.24	(22)
Benchmark	9.37		28.81		5.32		11.23		10.23		15.98		-18.68		24.52		18.24	
Category	8.03		26.81		6.59		11.09		9.42		15.89		-14.77		24.12		13.09	

5 Year Style Map



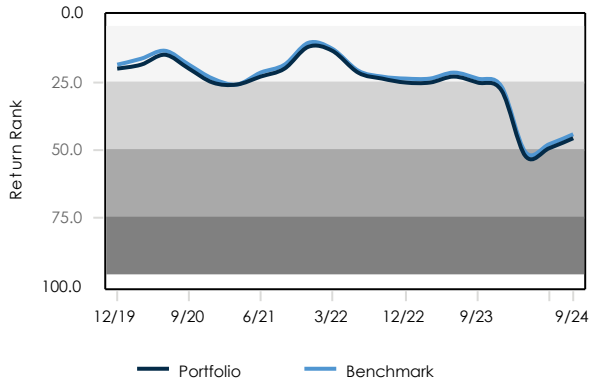
Sector Weights (%)



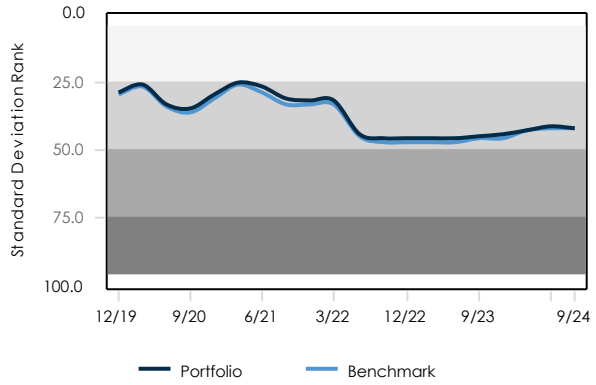
Fund Statistics - 5 Years

	Alpha	Beta	Information Ratio	Tracking Error	R-Squared	Consistency	Up Capture	Down Capture	Sharpe Ratio
Manager	-0.01	1.00	-0.56	0.02	1.00	33.33	99.97	100.01	0.51

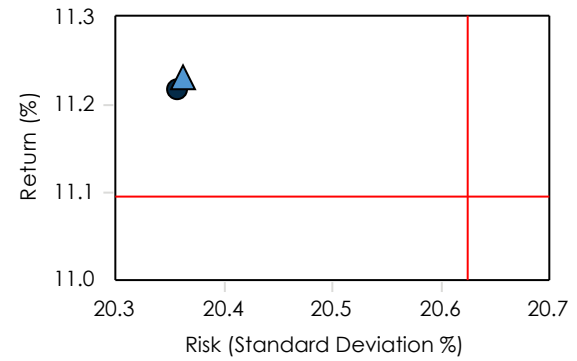
5 Year Return - Rolling Percentile Ranking



5 Year Std. Dev. - Rolling Percentile Ranking



Risk and Return - 5 Years



	Return	Standard Deviation
Manager	11.2	20.4
Benchmark	11.2	20.4
Median	11.1	20.6

AB Discovery Growth Z

Benchmark: Russell Midcap Growth Index **Category:** Mid-Cap Growth **Report Date:** 9/30/2024

Fund Information

Ticker	CHCZX
Fund Inception	05/30/2014
Fund Assets	2,798 Million
Portfolio Assets	479 Million
Total # of Holdings	87
% in Top 10	18.58 %
PM	Team Managed
PM Tenure	15 Years 10 Months
Turnover	79.00 %
Net Expense (%)	0.66 %
SEC Yield	-

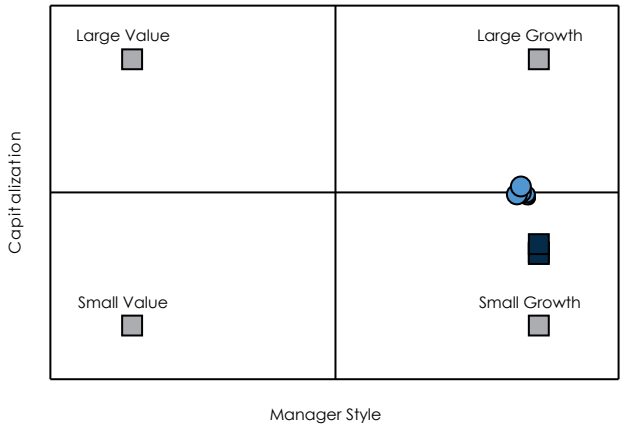
Portfolio Characteristics

Total Securities	87
Avg. Market Cap	$9,612 Million
P/E	29.4
P/B	4.8
Div. Yield	0.4%

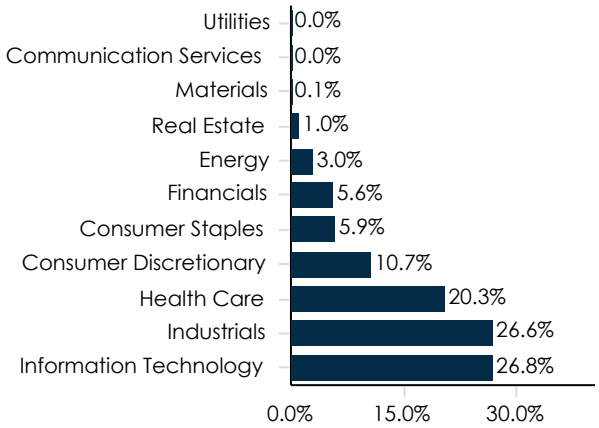
Trailing Performance

	1 Quarter	1 Year	3 Years	5 Years	10 Years	2023	2022	2021	2020
Manager	8.55 (20)	30.70 (21)	-2.93 (75)	10.70 (44)	10.60 (45)	18.98 (65)	-35.89 (89)	11.15 (57)	53.04 (20)
Benchmark	6.54	29.33	2.32	11.48	11.30	25.87	-26.72	12.73	35.59
Category	6.00	26.06	-0.19	10.46	10.42	20.48	-28.45	11.85	36.48

5 Year Style Map



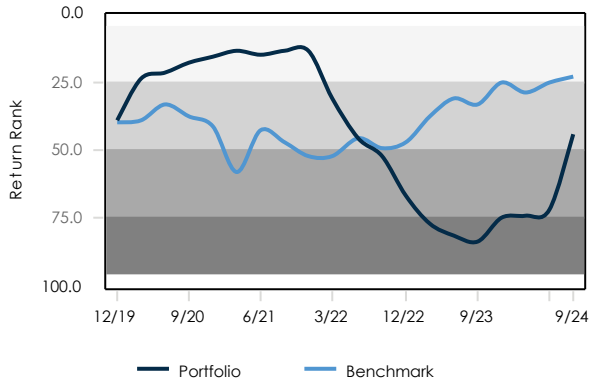
Sector Weights (%)



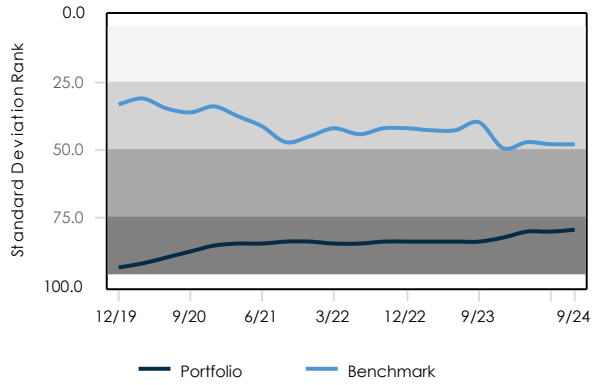
Fund Statistics - 5 Years

	Alpha	Beta	Information Ratio	Tracking Error	R-Squared	Consistency	Up Capture	Down Capture	Sharpe Ratio
Manager	-0.98	1.05	-0.05	5.73	0.94	48.33	104.16	107.88	0.46

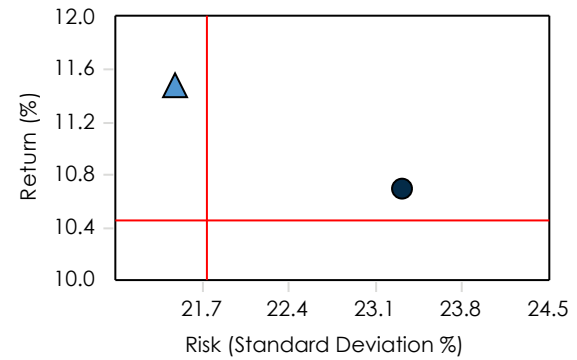
5 Year Return - Rolling Percentile Ranking



5 Year Std. Dev. - Rolling Percentile Ranking



Risk and Return - 5 Years



	Return	Standard Deviation
Manager	10.7	23.3
Benchmark	11.5	21.5
Median	10.5	21.7

Delaware Small Cap Value R6

Benchmark: Russell 2000 Value Index **Category:** Small Value **Report Date:** 9/30/2024

Fund Information

Ticker	DVZRX
Fund Inception	05/02/2016
Fund Assets	4,661 Million
Portfolio Assets	1,279 Million
Total # of Holdings	112
% in Top 10	16.56 %
PM	Carabasi,K/Foley,M/Madden,K
PM Tenure	12 Years 2 Months
Turnover	27.00 %
Net Expense (%)	0.71 %
SEC Yield	1.49 %

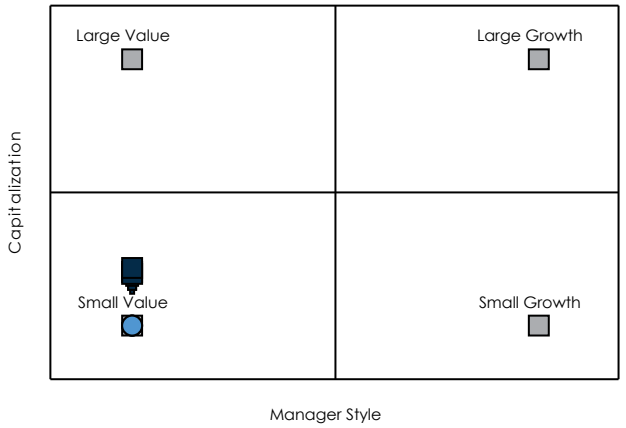
Portfolio Characteristics

Total Securities	112
Avg. Market Cap	$5,072 Million
P/E	14.6
P/B	1.5
Div. Yield	2.2%

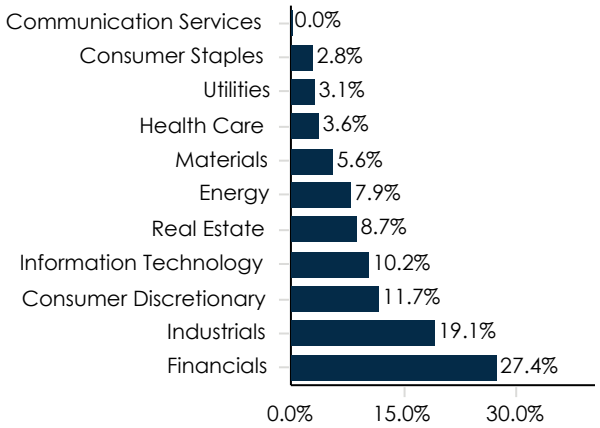
Trailing Performance

	1 Quarter	1 Year	3 Years	5 Years	10 Years	2023	2022	2021	2020
Manager	8.10 (51)	24.79 (37)	5.74 (54)	9.30 (70)	8.16 (52)	9.67 (92)	-12.06 (55)	34.46 (28)	-1.05 (77)
Benchmark	10.15	25.88	3.77	9.29	8.22	14.65	-14.48	28.27	4.63
Category	8.12	23.32	5.93	10.37	8.21	15.91	-11.61	31.14	3.53

5 Year Style Map



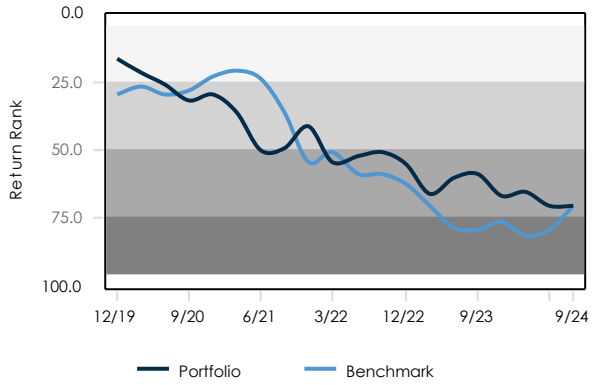
Sector Weights (%)



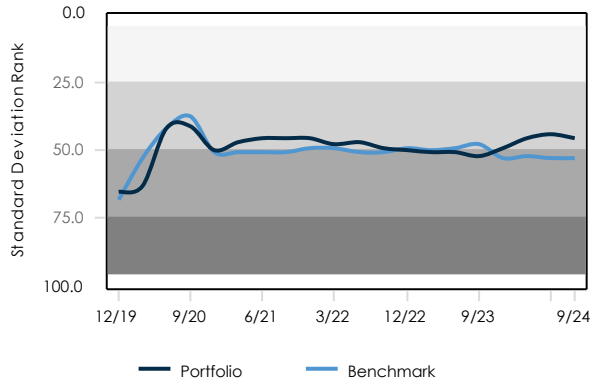
Fund Statistics - 5 Years

	Alpha	Beta	Information Ratio	Tracking Error	R-Squared	Consistency	Up Capture	Down Capture	Sharpe Ratio
Manager	0.39	0.96	-0.02	5.12	0.96	53.33	96.95	95.97	0.40

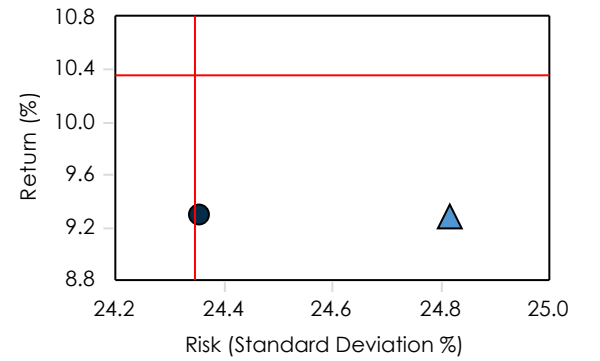
5 Year Return - Rolling Percentile Ranking



5 Year Std. Dev. - Rolling Percentile Ranking



Risk and Return - 5 Years



	Return	Standard Deviation
Manager	9.3	24.4
Benchmark	9.3	24.8
Median	10.4	24.3

Vanguard Small Cap Index Adm

Benchmark: CRSP U.S. Small Cap TR Index **Category:** Small Blend **Report Date:** 9/30/2024

Fund Information

Ticker	VSMAX
Fund Inception	11/13/2000
Fund Assets	151,736 Million
Portfolio Assets	56,484 Million
Total # of Holdings	1403
% in Top 10	3.89 %
PM	Narzikul,K/O'Reilly,G
PM Tenure	8 Years 5 Months
Turnover	12.00 %
Net Expense (%)	0.05 %
SEC Yield	1.34 %

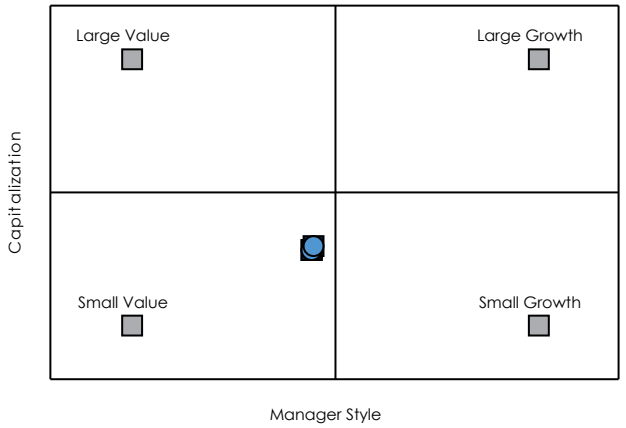
Portfolio Characteristics

Total Securities	1,403
Avg. Market Cap	$7,014 Million
P/E	17.7
P/B	2.2
Div. Yield	1.6%

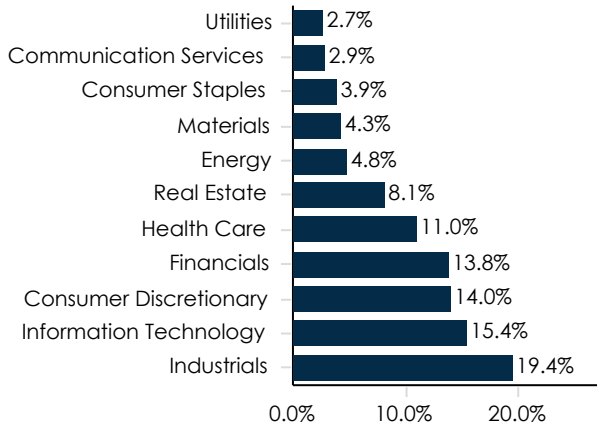
Trailing Performance

	1 Quarter		1 Year		3 Years		5 Years		10 Years		2023		2022		2021		2020	
Manager	9.02	(45)	27.43	(24)	4.36	(43)	10.66	(35)	9.64	(23)	18.20	(24)	-17.61	(58)	17.73	(79)	19.11	(24)
Benchmark	9.02		27.41		4.31		10.61		9.60		18.09		-17.64		17.71		19.07	
Category	8.86		25.44		3.90		9.94		8.82		16.28		-16.77		22.88		12.50	

5 Year Style Map



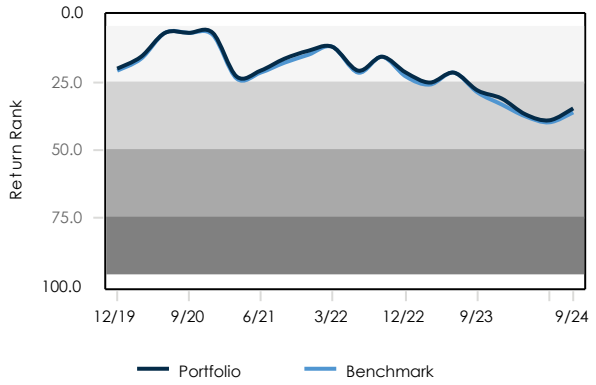
Sector Weights (%)



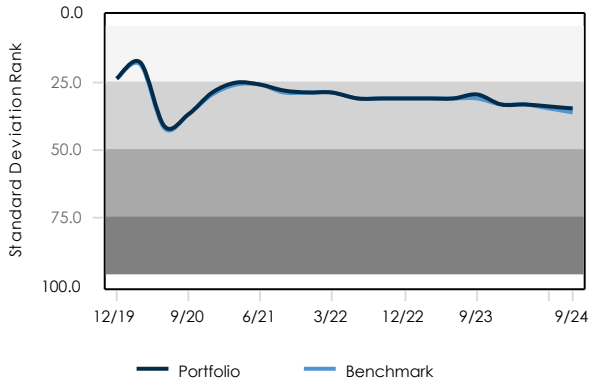
Fund Statistics - 5 Years

	Alpha	Beta	Information Ratio	Tracking Error	R-Squared	Consistency	Up Capture	Down Capture	Sharpe Ratio
Manager	0.04	1.00	1.63	0.02	1.00	63.33	100.04	99.90	0.46

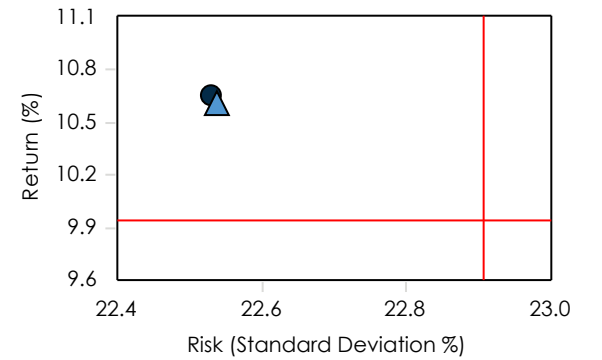
5 Year Return - Rolling Percentile Ranking



5 Year Std. Dev. - Rolling Percentile Ranking



Risk and Return - 5 Years



	Return	Standard Deviation
Manager	10.7	22.5
Benchmark	10.6	22.5
Median	9.9	22.9

PGIM Jennison Small Company R6

Benchmark: Russell 2000 Growth Index **Category:** Small Growth **Report Date:** 9/30/2024

Fund Information

Ticker	PJSQX
Fund Inception	11/29/2010
Fund Assets	3,296 Million
Portfolio Assets	2,242 Million
Total # of Holdings	126
% in Top 10	20.64 %
PM	Shapiro,J/Swiatek,J
PM Tenure	10 Years 10 Months
Turnover	59.00 %
Net Expense (%)	0.69 %
SEC Yield	-

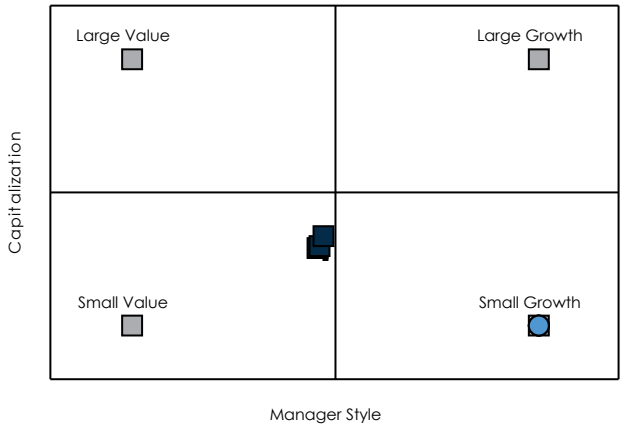
Portfolio Characteristics

Total Securities	126
Avg. Market Cap	$5,555 Million
P/E	18.1
P/B	2.2
Div. Yield	1.6%

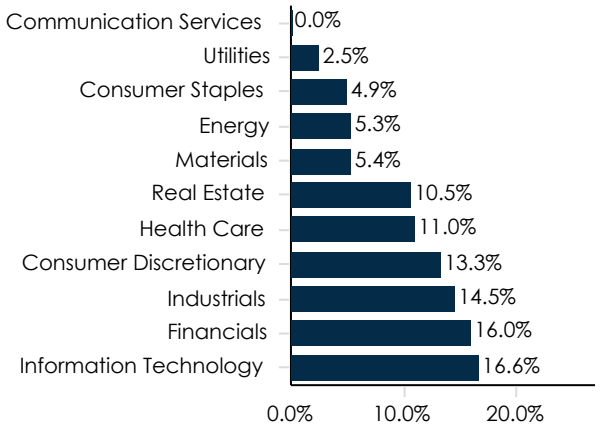
Trailing Performance

	1 Quarter	1 Year	3 Years	5 Years	10 Years	2023	2022	2021	2020
Manager	8.48 (28)	26.26 (50)	2.67 (18)	13.16 (9)	10.14 (40)	12.02 (79)	-18.57 (6)	29.54 (4)	27.72 (76)
Benchmark	8.41	27.66	-0.35	8.82	8.95	18.66	-26.36	2.83	34.63
Category	7.63	26.21	-0.78	9.50	9.58	16.45	-28.28	9.40	38.01

5 Year Style Map



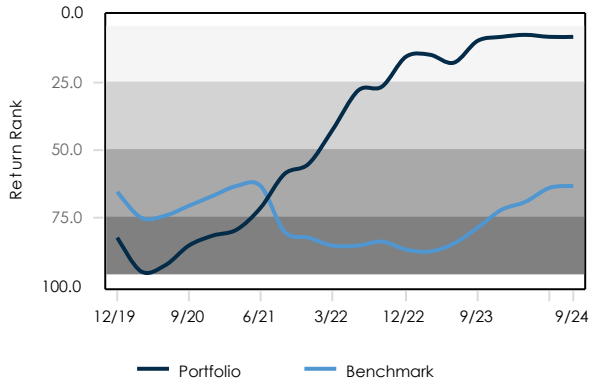
Sector Weights (%)



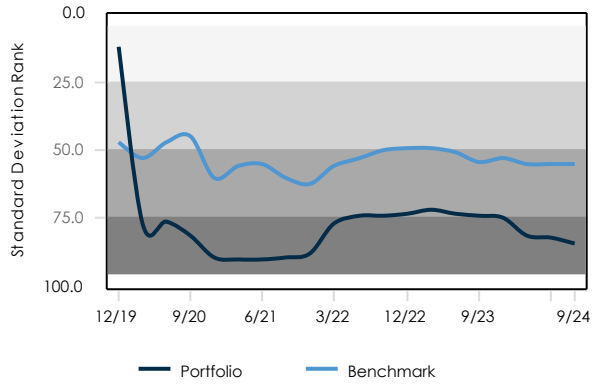
Fund Statistics - 5 Years

	Alpha	Beta	Information Ratio	Tracking Error	R-Squared	Consistency	Up Capture	Down Capture	Sharpe Ratio
Manager	4.95	0.93	0.46	8.88	0.87	55.00	99.11	83.64	0.55

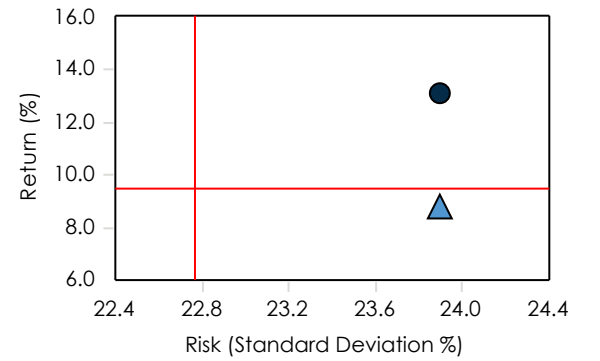
5 Year Return - Rolling Percentile Ranking



5 Year Std. Dev. - Rolling Percentile Ranking



Risk and Return - 5 Years



	Return	Standard Deviation
Manager	13.2	23.9
Benchmark	8.8	23.9
Median	9.5	22.8

Dodge & Cox International Stock X

Benchmark: MSCI EAFE Value **Category:** Foreign Large Value **Report Date:**9/30/2024

Fund Information

Ticker	DOXFX
Fund Inception	05/02/2022
Fund Assets	51,583 Million
Portfolio Assets	9,634 Million
Total # of Holdings	112
% in Top 10	28.40 %
PM	Team Managed
PM Tenure	20 Years 8 Months
Turnover	14.00 %
Net Expense (%)	0.52 %
SEC Yield	-

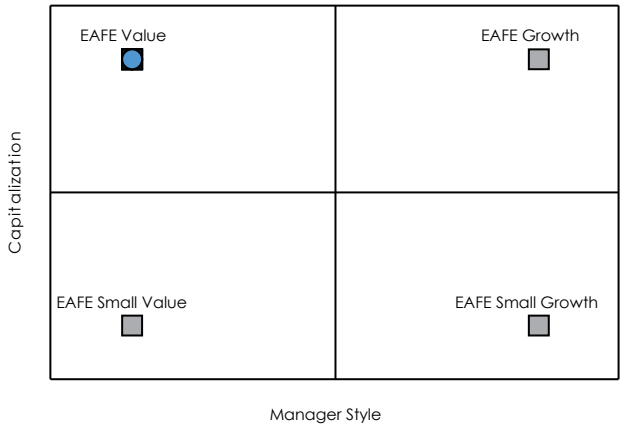
Portfolio Characteristics

Total Securities	112
Avg. Market Cap	$60,526 Million
P/E	11.2
P/B	1.4
Div. Yield	3.4%

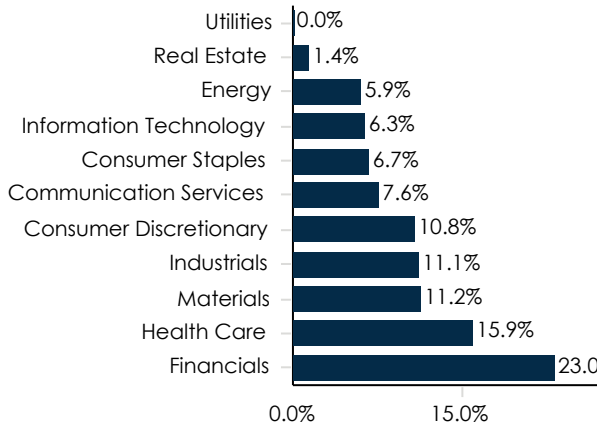
Trailing Performance

	1 Quarter		1 Year		3 Years		5 Years		10 Years		2023		2022		2021		2020	
Manager	9.99	(15)	21.27	(64)	8.20	(32)	9.17	(30)	4.82	(45)	16.81	(61)	-6.72	(25)	11.03	(57)	2.10	(54)
Benchmark	8.98		24.00		9.70		8.97		5.21		19.79		-4.95		11.58		-2.10	
Category	7.89		22.12		7.05		7.97		4.70		17.84		-9.45		11.69		2.58	

5 Year Style Map



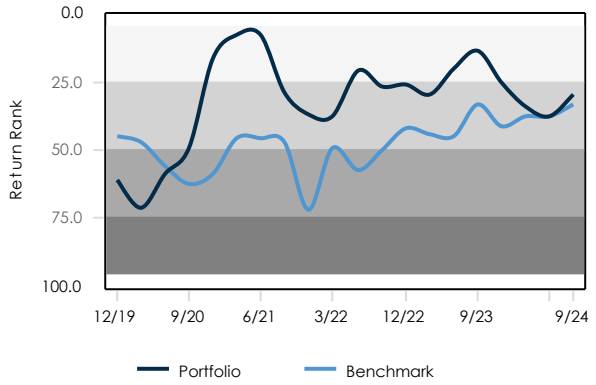
Sector Weights (%)



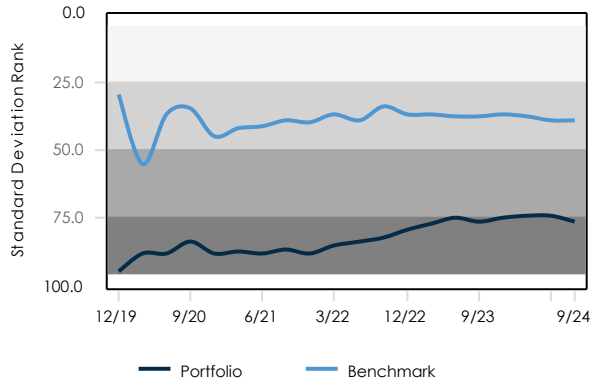
Fund Statistics - 5 Years

	Alpha	Beta	Information Ratio	Tracking Error	R-Squared	Consistency	Up Capture	Down Capture	Sharpe Ratio
Manager	-0.19	1.07	0.12	4.67	0.95	51.67	111.67	115.06	0.42

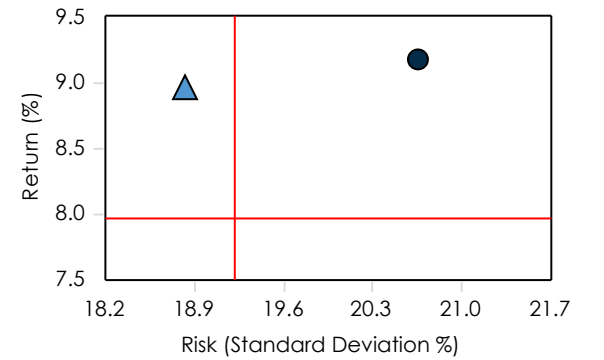
5 Year Return - Rolling Percentile Ranking



5 Year Std. Dev. - Rolling Percentile Ranking



Risk and Return - 5 Years



	Return	Standard Deviation
Manager	9.2	20.7
Benchmark	9.0	18.8
Median	8.0	19.2

Vanguard Total Intl Stock Index Admiral

Benchmark: FTSE Global ex USA All Cap **Category:** Foreign Large Blend **Report Date:**9/30/2024

Fund Information

Ticker	VTIAX
Fund Inception	11/29/2010
Fund Assets	463,319 Million
Portfolio Assets	79,666 Million
Total # of Holdings	8705
% in Top 10	10.12 %
PM	Franquin,C/Perre,M
PM Tenure	16 Years 1 Month
Turnover	4.00 %
Net Expense (%)	0.12 %
SEC Yield	-

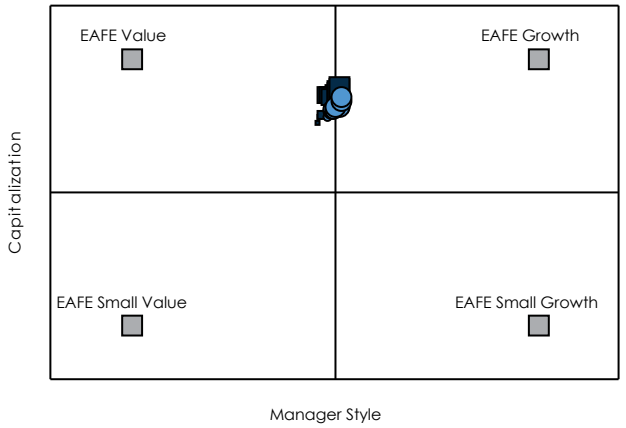
Portfolio Characteristics

Total Securities	8,705
Avg. Market Cap	$32,995 Million
P/E	14.0
P/B	1.6
Div. Yield	3.3%

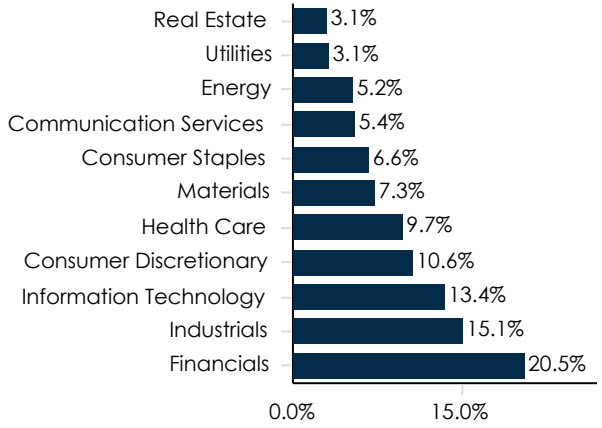
Trailing Performance

	1 Quarter	1 Year	3 Years	5 Years	10 Years	2023	2022	2021	2020
Manager	8.03 (28)	24.88 (42)	4.01 (56)	7.74 (52)	5.42 (49)	15.52 (64)	-16.01 (55)	8.62 (69)	11.28 (37)
Benchmark	8.47	25.61	4.42	8.28	5.85	16.17	-15.83	9.13	11.54
Category	7.12	24.46	4.25	7.78	5.40	16.31	-15.68	10.45	9.25

5 Year Style Map



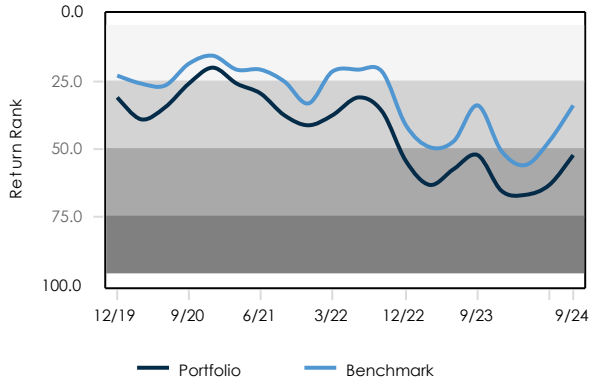
Sector Weights (%)



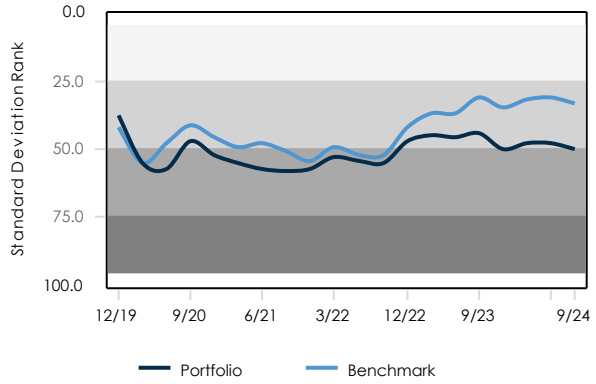
Fund Statistics - 5 Years

	Alpha	Beta	Information Ratio	Tracking Error	R-Squared	Consistency	Up Capture	Down Capture	Sharpe Ratio
Manager	-0.59	1.02	-0.19	2.17	0.99	40.00	102.04	105.27	0.38

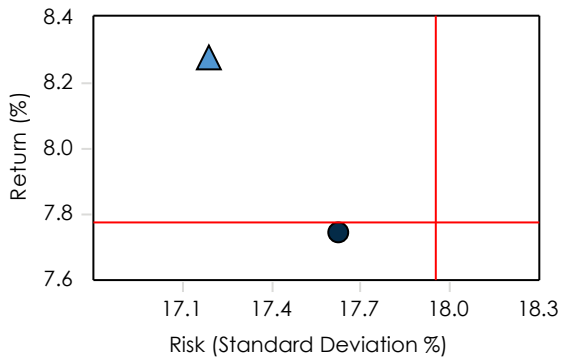
5 Year Return - Rolling Percentile Ranking



5 Year Std. Dev. - Rolling Percentile Ranking



Risk and Return - 5 Years



	Return	Standard Deviation
Manager	7.7	17.6
Benchmark	8.3	17.2
Median	7.8	18.0

BNY Mellon International Stock Fund Y

Benchmark: MSCI EAFE Growth Index **Category:** Foreign Large Growth **Report Date:**9/30/2024

Fund Information

Ticker	DISYX
Fund Inception	07/01/2013
Fund Assets	6,496 Million
Portfolio Assets	2,755 Million
Total # of Holdings	55
% in Top 10	29.73 %
PM	Team Managed
PM Tenure	15 Years 5 Months
Turnover	7.37 %
Net Expense (%)	0.89 %
SEC Yield	1.06 %

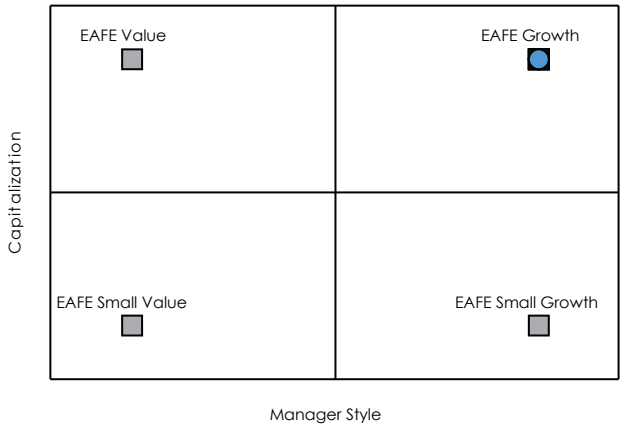
Portfolio Characteristics

Total Securities	55
Avg. Market Cap	$84,890 Million
P/E	22.1
P/B	4.3
Div. Yield	1.9%

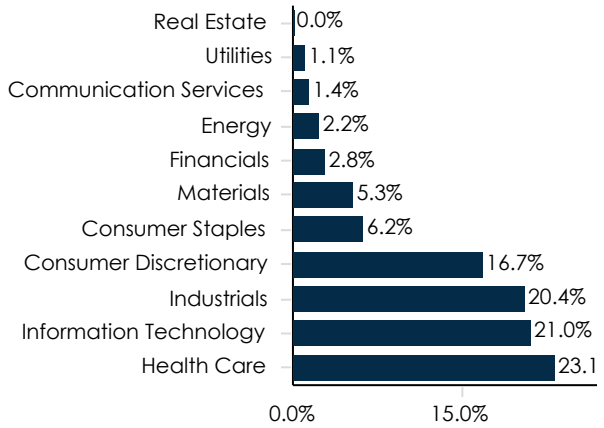
Trailing Performance

	1 Quarter	1 Year	3 Years	5 Years	10 Years	2023	2022	2021	2020
Manager	4.46 (81)	25.35 (59)	2.14 (38)	7.92 (41)	7.40 (24)	18.52 (26)	-22.03 (32)	11.19 (27)	19.37 (64)
Benchmark	5.72	26.93	2.25	8.08	6.99	17.97	-22.69	11.59	18.68
Category	6.14	26.16	-0.01	7.47	6.26	15.99	-24.82	8.70	22.10

5 Year Style Map



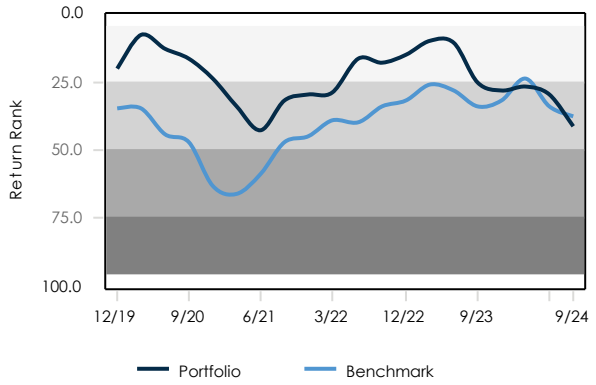
Sector Weights (%)



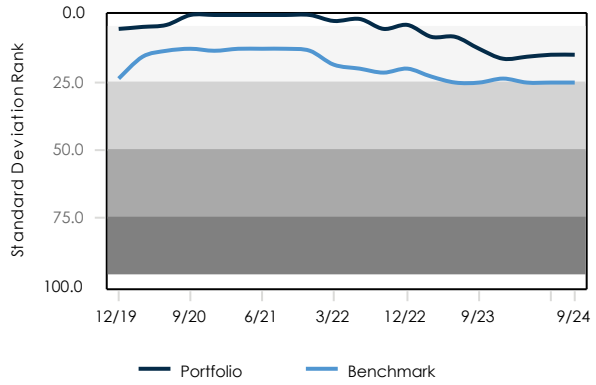
Fund Statistics - 5 Years

	Alpha	Beta	Information Ratio	Tracking Error	R-Squared	Consistency	Up Capture	Down Capture	Sharpe Ratio
Manager	0.29	0.94	-0.07	4.08	0.95	45.00	94.35	93.12	0.40

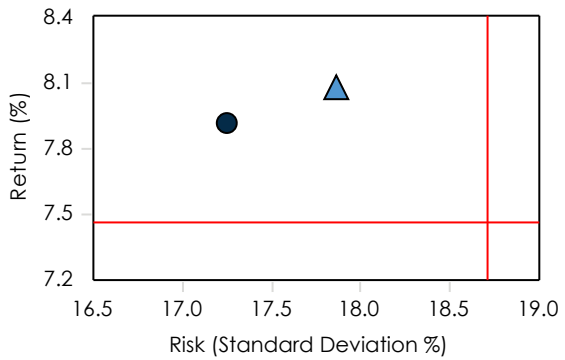
5 Year Return - Rolling Percentile Ranking



5 Year Std. Dev. - Rolling Percentile Ranking



Risk and Return - 5 Years



	Return	Standard Deviation
Manager	7.9	17.2
Benchmark	8.1	17.9
Median	7.5	18.7

Invesco International Small-Mid Com R6

Benchmark: MSCI EAFE Smid Cap **Category:** Foreign Small/Mid Growth **Report Date:**9/30/2024

Fund Information

Ticker	OSCIX
Fund Inception	12/29/2011
Fund Assets	4,897 Million
Portfolio Assets	2,704 Million
Total # of Holdings	117
% in Top 10	16.54 %
PM	Belov,A/Nadel,D
PM Tenure	4 Years 10 Months
Turnover	26.00 %
Net Expense (%)	0.99 %
SEC Yield	-

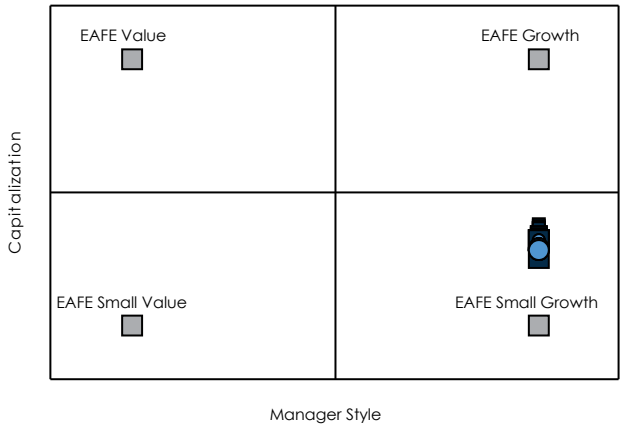
Portfolio Characteristics

Total Securities	117
Avg. Market Cap	$4,211 Million
P/E	22.3
P/B	3.4
Div. Yield	2.0%

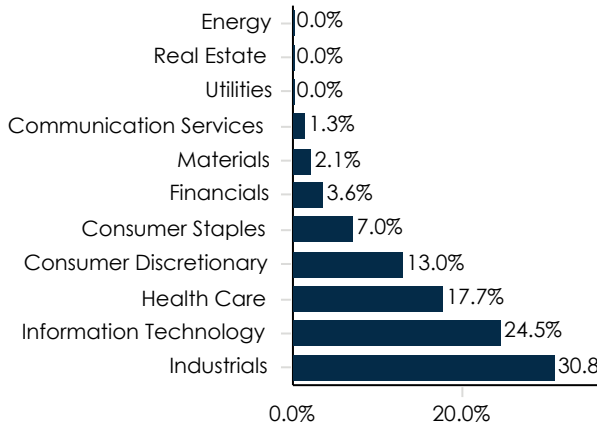
Trailing Performance

	1 Quarter		1 Year		3 Years		5 Years		10 Years		2023		2022		2021		2020	
Manager	11.89	(6)	22.22	(60)	-4.67	(62)	5.26	(57)	8.14	(2)	12.73	(46)	-30.94	(65)	14.25	(22)	25.23	(36)
Benchmark	10.30		24.52		-2.45		5.80		6.08		14.57		-27.47		7.90		20.27	
Category	8.14		22.98		-3.51		5.45		5.66		12.38		-28.33		9.92		19.73	

5 Year Style Map



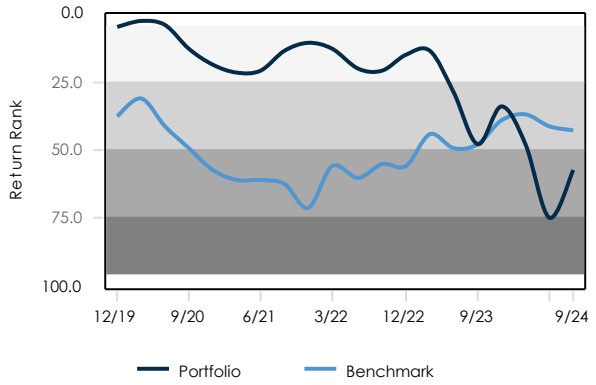
Sector Weights (%)



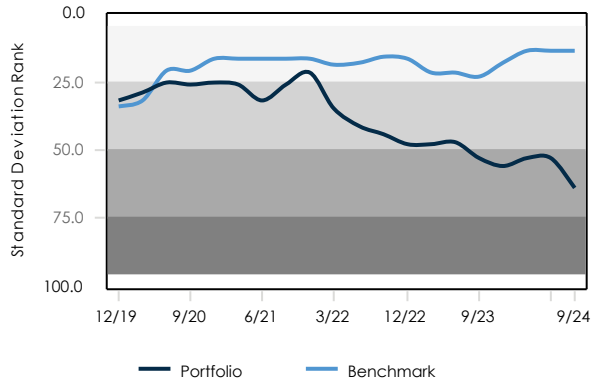
Fund Statistics - 5 Years

	Alpha	Beta	Information Ratio	Tracking Error	R-Squared	Consistency	Up Capture	Down Capture	Sharpe Ratio
Manager	-0.61	1.06	-0.03	5.21	0.95	45.00	108.71	112.10	0.24

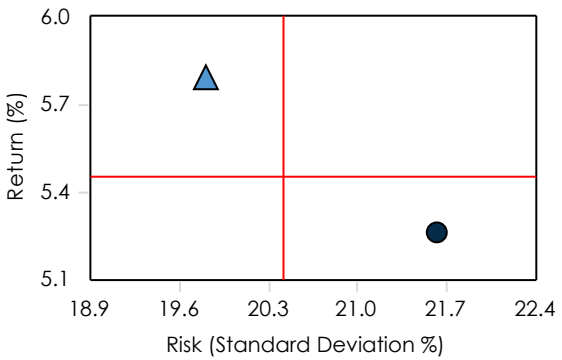
5 Year Return - Rolling Percentile Ranking



5 Year Std. Dev. - Rolling Percentile Ranking



Risk and Return - 5 Years



	Return	Standard Deviation
Manager	5.3	21.6
Benchmark	5.8	19.8
Median	5.5	20.4

American Funds New Perspective R6

Benchmark: MSCI World Growth **Category:** Global Large-Stock Growth **Report Date:**9/30/2024

Fund Information

Ticker	RNPGX
Fund Inception	05/01/2009
Fund Assets	146,074 Million
Portfolio Assets	38,095 Million
Total # of Holdings	296
% in Top 10	23.75 %
PM	Team Managed
PM Tenure	23 Years 9 Months
Turnover	17.00 %
Net Expense (%)	0.42 %
SEC Yield	1.11 %

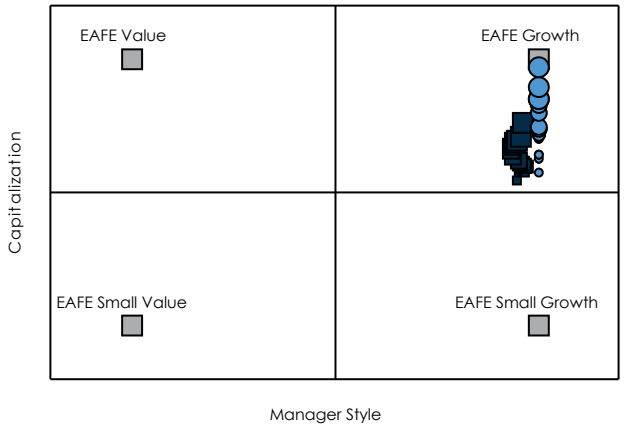
Portfolio Characteristics

Total Securities	296
Avg. Market Cap	$179,176 Million
P/E	20.1
P/B	3.6
Div. Yield	1.6%

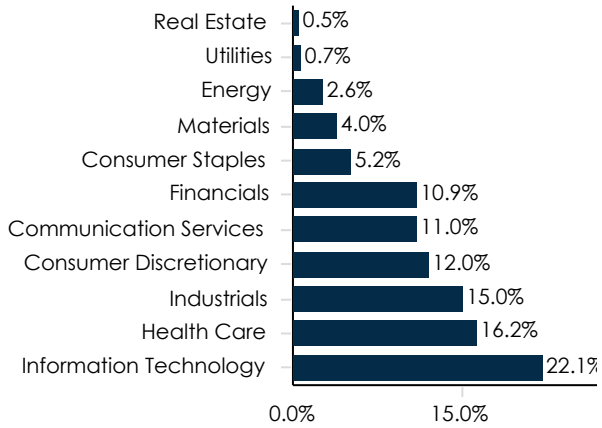
Trailing Performance

	1 Quarter		1 Year		3 Years		5 Years		10 Years		2023		2022		2021		2020	
Manager	5.86	(21)	31.71	(51)	5.46	(31)	13.85	(16)	11.77	(12)	25.01	(38)	-25.61	(43)	18.10	(25)	33.81	(30)
Benchmark	3.51		37.76		8.59		16.18		13.02		37.31		-29.05		21.40		34.18	
Category	4.61		31.71		4.21		12.43		10.27		23.67		-26.00		15.75		29.67	

5 Year Style Map



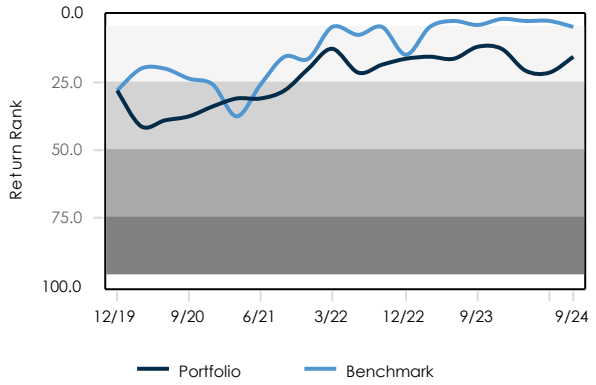
Sector Weights (%)



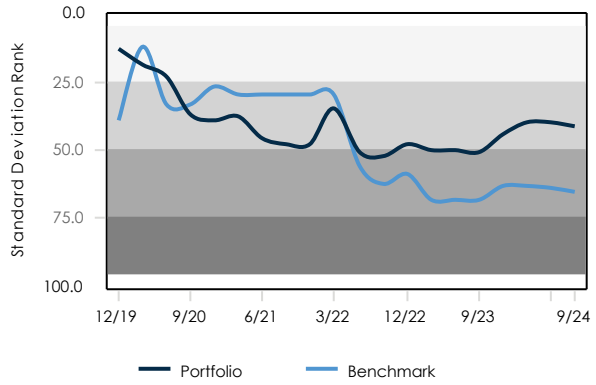
Fund Statistics - 5 Years

	Alpha	Beta	Information Ratio	Tracking Error	R-Squared	Consistency	Up Capture	Down Capture	Sharpe Ratio
Manager	-1.04	0.93	-0.47	4.74	0.94	51.67	90.92	94.06	0.66

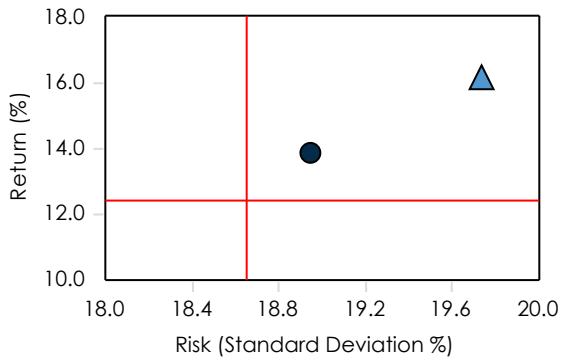
5 Year Return - Rolling Percentile Ranking



5 Year Std. Dev. - Rolling Percentile Ranking



Risk and Return - 5 Years



	Return	Standard Deviation
Manager	13.9	18.9
Benchmark	16.2	19.7
Median	12.4	18.7

Goldman Sachs Emerging Markets Eq R6

Benchmark: MSCI Emerging Markets **Category:** Diversified Emerging Mkts **Report Date:**9/30/2024

Fund Information

Ticker	GEMUX
Fund Inception	07/31/2015
Fund Assets	2,956 Million
Portfolio Assets	117 Million
Total # of Holdings	124
% in Top 10	35.69 %
PM	Dasani,H/Yavuz,B
PM Tenure	9 Years 7 Months
Turnover	32.00 %
Net Expense (%)	1.02 %
SEC Yield	-

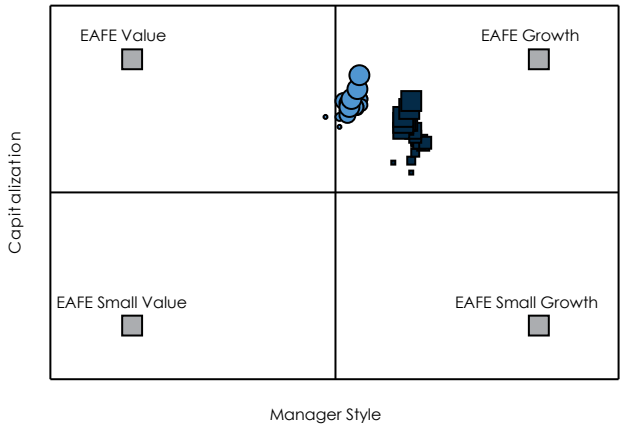
Portfolio Characteristics

Total Securities	124
Avg. Market Cap	$45,863 Million
P/E	14.3
P/B	2.2
Div. Yield	2.1%

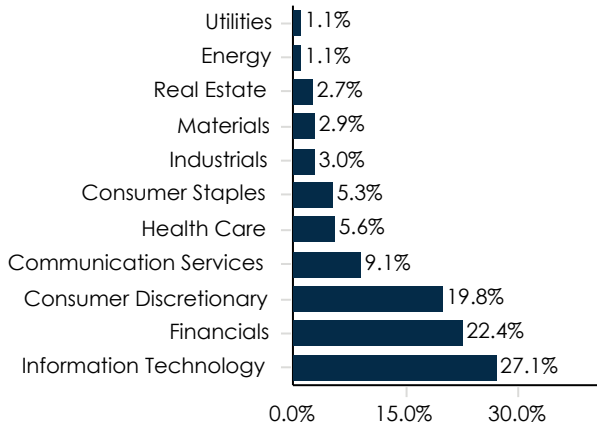
Trailing Performance

	1 Quarter	1 Year	3 Years	5 Years	10 Years	2023	2022	2021	2020
Manager	8.38 (21)	24.59 (36)	-5.31 (86)	4.52 (62)	4.75 (26)	6.63 (85)	-30.00 (91)	-2.44 (57)	31.00 (16)
Benchmark	8.88	26.54	0.82	6.15	4.41	10.26	-19.74	-2.22	18.69
Category	6.38	23.46	-0.87	5.27	3.57	10.90	-22.44	-1.69	17.60

5 Year Style Map



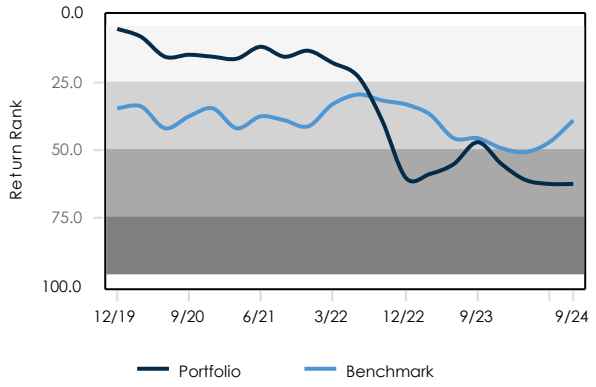
Sector Weights (%)



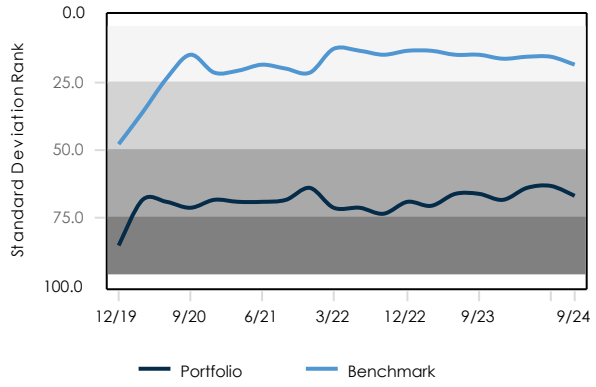
Fund Statistics - 5 Years

	Alpha	Beta	Information Ratio	Tracking Error	R-Squared	Consistency	Up Capture	Down Capture	Sharpe Ratio
Manager	-1.55	1.02	-0.31	4.47	0.95	46.67	101.27	108.25	0.21

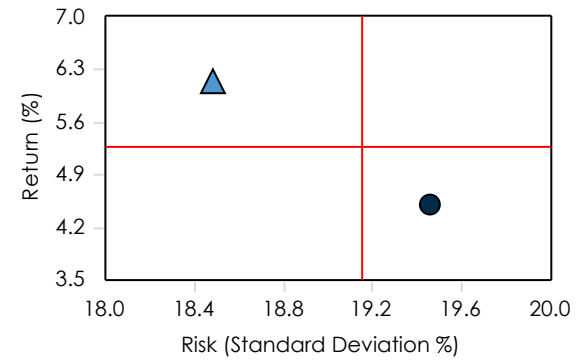
5 Year Return - Rolling Percentile Ranking



5 Year Std. Dev. - Rolling Percentile Ranking



Risk and Return - 5 Years



	Return	Standard Deviation
Manager	4.5	19.5
Benchmark	6.1	18.5
Median	5.3	19.2

Cohen & Steers Realty Shares Z

Benchmark: FTSE NAREIT All Equity REITs **Category:** Real Estate **Report Date:** 9/30/2024

Fund Information

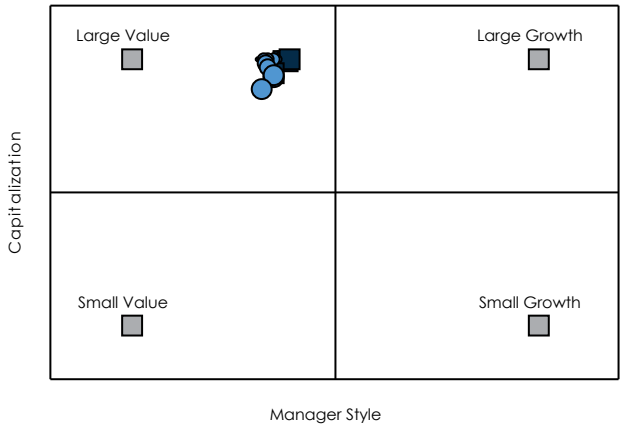
Ticker	CSJZX
Fund Inception	07/01/2019
Fund Assets	7,387 Million
Portfolio Assets	227 Million
Total # of Holdings	35
% in Top 10	58.74 %
PM	Team Managed
PM Tenure	16 Years 11 Months
Turnover	35.00 %
Net Expense (%)	0.80 %
SEC Yield	1.99 %

No data found.

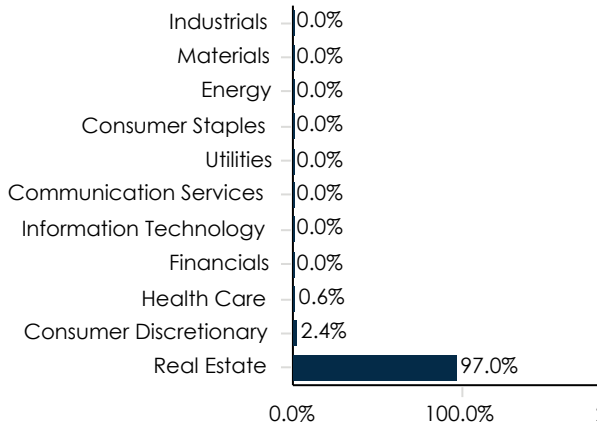
Trailing Performance

	1 Quarter		1 Year		3 Years		5 Years		10 Years		2023		2022		2021		2020	
Manager	16.05	(44)	36.15	(9)	4.54	(10)	6.48	(10)	9.01	(5)	12.76	(37)	-24.90	(16)	42.73	(34)	-2.81	(23)
Benchmark	16.79		34.77		3.51		5.09		8.04		11.36		-24.95		41.30		-5.12	
Category	15.92		32.86		2.97		4.93		7.30		12.06		-26.29		41.44		-4.86	

5 Year Style Map



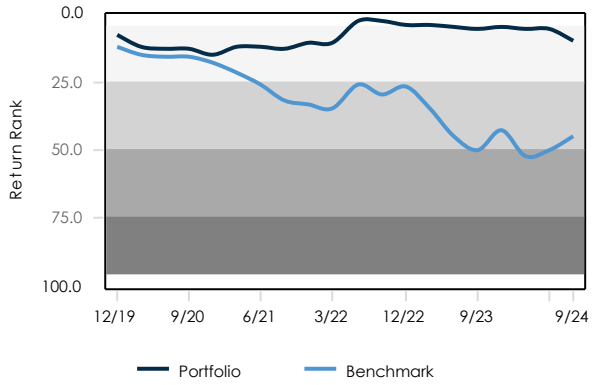
Sector Weights (%)



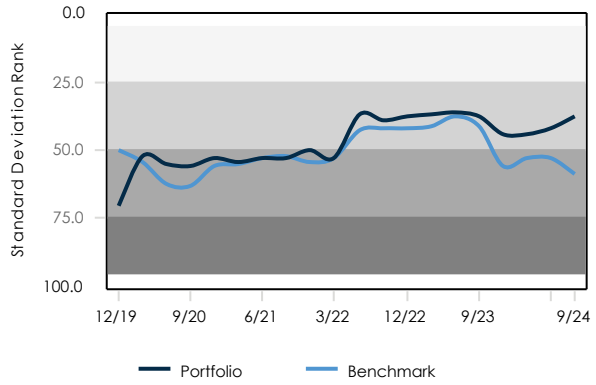
Fund Statistics - 5 Years

	Alpha	Beta	Information Ratio	Tracking Error	R-Squared	Consistency	Up Capture	Down Capture	Sharpe Ratio
Manager	1.42	0.98	0.57	2.18	0.99	56.67	101.39	96.97	0.30

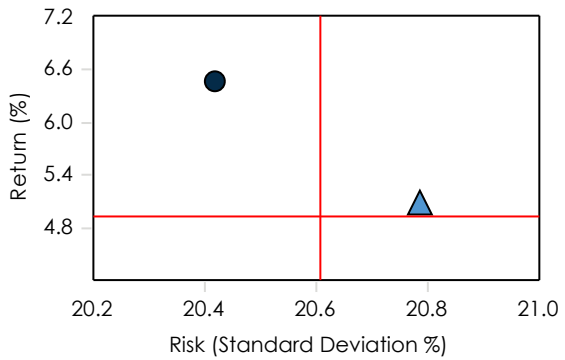
5 Year Return - Rolling Percentile Ranking



5 Year Std. Dev. - Rolling Percentile Ranking



Risk and Return - 5 Years



	Return	Standard Deviation
Manager	6.5	20.4
Benchmark	5.1	20.8
Median	4.9	20.6

Vanguard Health Care Adm

Benchmark: S&P Composite 1500 **Category:** Health **Report Date:** 9/30/2024

Fund Information

Ticker	VGHAX
Fund Inception	11/12/2001
Fund Assets	48,664 Million
Portfolio Assets	41,254 Million
Total # of Holdings	124
% in Top 10	43.90 %
PM	Hynes,J/Sykes,R
PM Tenure	16 Years 4 Months
Turnover	16.00 %
Net Expense (%)	0.30 %
SEC Yield	0.74 %

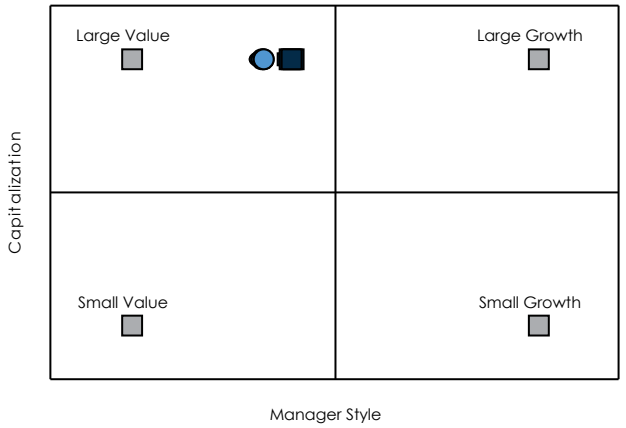
Portfolio Characteristics

Total Securities	124
Avg. Market Cap	$91,503 Million
P/E	22.0
P/B	4.2
Div. Yield	1.1%

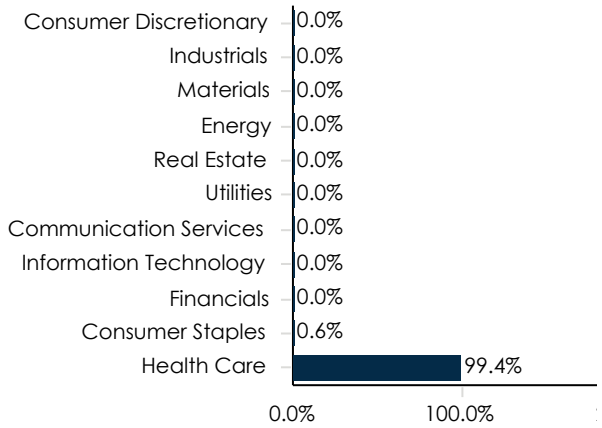
Trailing Performance

	1 Quarter	1 Year	3 Years	5 Years	10 Years	2023	2022	2021	2020
Manager	3.65 (84)	19.74 (72)	7.12 (14)	12.03 (29)	9.58 (48)	5.48 (35)	-1.01 (7)	14.36 (29)	12.67 (89)
Benchmark	6.08	21.46	7.44	12.91	11.15	1.92	-3.31	24.85	14.55
Category	5.76	22.60	2.80	11.15	9.47	4.03	-11.77	10.99	21.56

5 Year Style Map



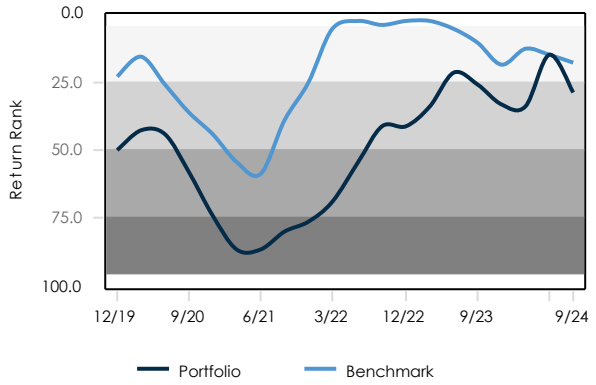
Sector Weights (%)



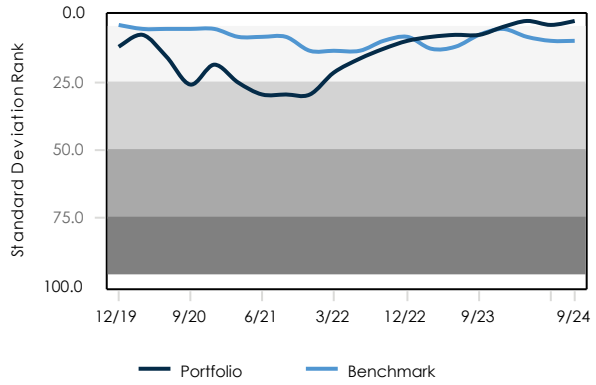
Fund Statistics - 5 Years

	Alpha	Beta	Information Ratio	Tracking Error	R-Squared	Consistency	Up Capture	Down Capture	Sharpe Ratio
Manager	0.34	0.91	-0.19	4.59	0.91	53.33	93.34	93.31	0.71

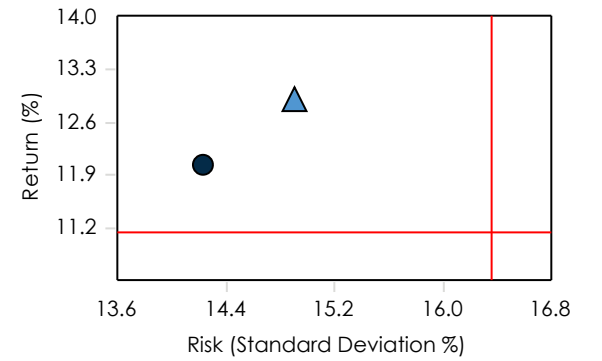
5 Year Return - Rolling Percentile Ranking



5 Year Std. Dev. - Rolling Percentile Ranking



Risk and Return - 5 Years



	Return	Standard Deviation
Manager	12.0	14.2
Benchmark	12.9	14.9
Median	11.1	16.4

Delaware Ivy Science and Technology R6

Benchmark: S&P North American **Category:** Technology **Report Date:** 9/30/2024

Fund Information

Ticker	ISTNX
Fund Inception	07/31/2014
Fund Assets	5,970 Million
Portfolio Assets	171 Million
Total # of Holdings	40
% in Top 10	56.99 %
PM	Warden,B/Zinn,G
PM Tenure	7 Years 11 Months
Turnover	29.00 %
Net Expense (%)	0.84 %
SEC Yield	-

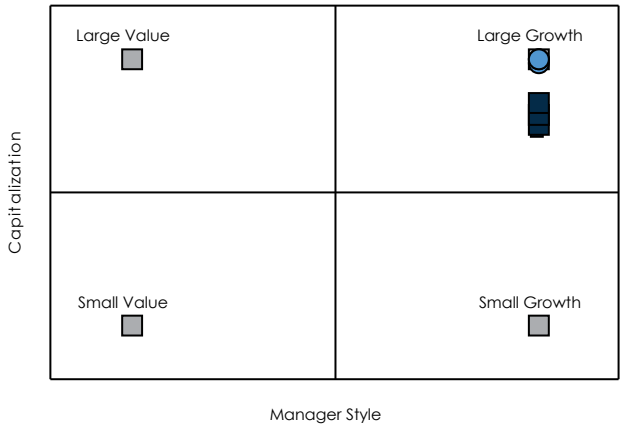
Portfolio Characteristics

Total Securities	40
Avg. Market Cap	$306,427 Million
P/E	29.6
P/B	7.3
Div. Yield	0.6%

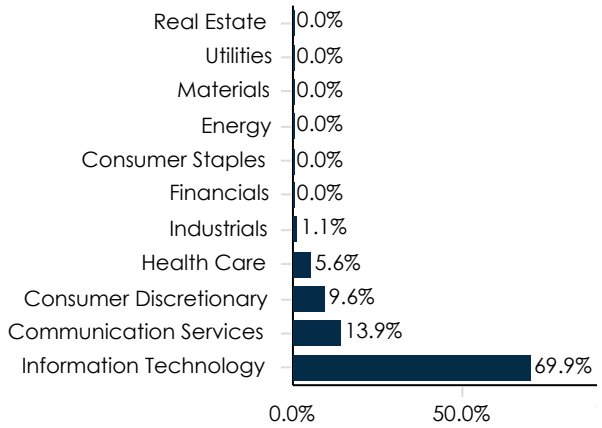
Trailing Performance

	1 Quarter	1 Year	3 Years	5 Years	10 Years	2023	2022	2021	2020
Manager	2.61 (32)	53.68 (8)	9.56 (33)	17.63 (53)	14.25 (75)	41.06 (71)	-32.14 (23)	15.80 (47)	36.53 (87)
Benchmark	1.86	50.52	13.42	22.37	20.56	61.13	-35.36	26.40	45.15
Category	1.36	40.97	7.53	18.26	17.39	49.85	-36.36	15.40	48.63

5 Year Style Map



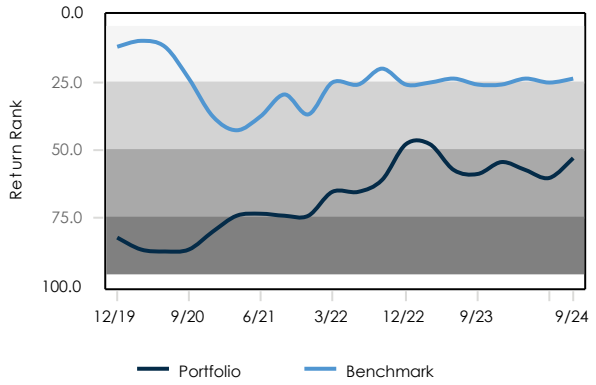
Sector Weights (%)



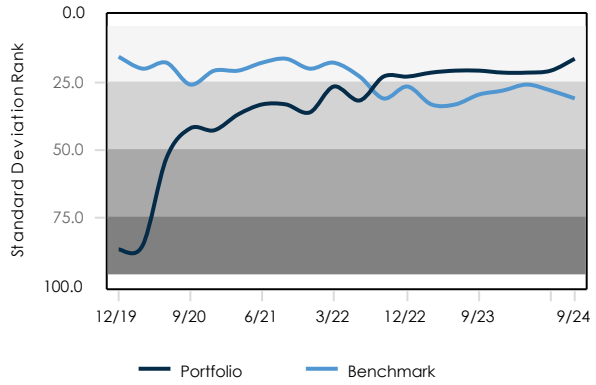
Fund Statistics - 5 Years

	Alpha	Beta	Information Ratio	Tracking Error	R-Squared	Consistency	Up Capture	Down Capture	Sharpe Ratio
Manager	-2.70	0.94	-0.73	5.74	0.94	45.00	89.92	97.92	0.75

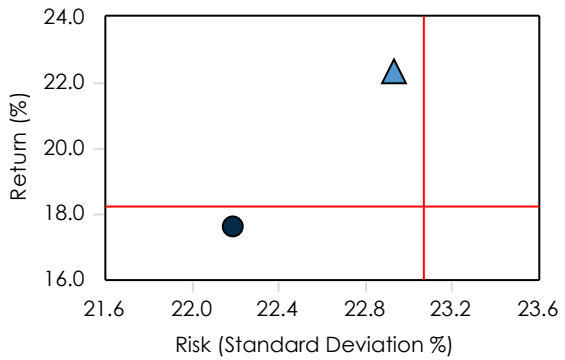
5 Year Return - Rolling Percentile Ranking



5 Year Std. Dev. - Rolling Percentile Ranking



Risk and Return - 5 Years



	Return	Standard Deviation
Manager	17.6	22.2
Benchmark	22.4	22.9
Median	18.3	23.1

Vanguard LifeStrategy Income Inv

Benchmark: Dow Jones U.S. Conservative **Category:** Conservative Allocation **Report Date:** 9/30/2024

Fund Information

Ticker	VASIX
Fund Inception	09/30/1994
Fund Assets	4,081 Million
Portfolio Assets	4,081 Million
Total # of Holdings	6
% in Top 10	99.31 %
PM	Team Managed
PM Tenure	2 Years 7 Months
Turnover	4.00 %
Net Expense (%)	0.11 %
SEC Yield	3.42 %

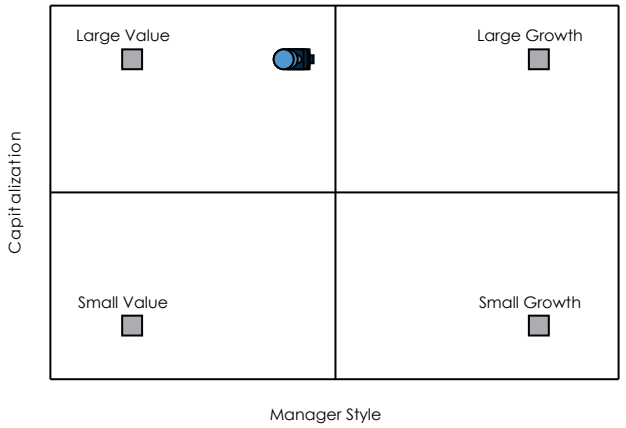
Portfolio Characteristics

Total Securities	6
Avg. Market Cap	$95,988 Million
P/E	18.1
P/B	2.5
Div. Yield	2.2%
Avg. Coupon	3.2 %

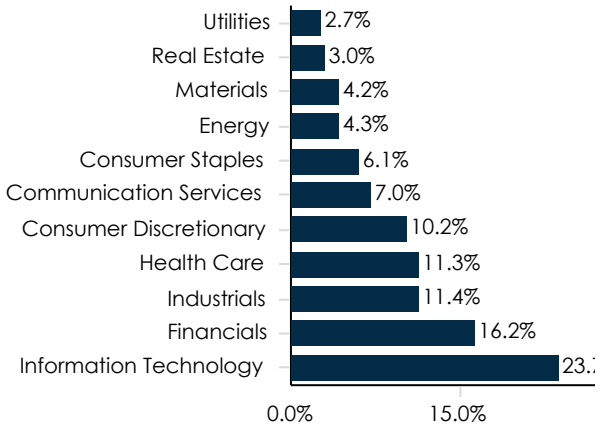
Trailing Performance

	1 Quarter		1 Year		3 Years		5 Years		10 Years		2023		2022		2021		2020	
Manager	5.30	(35)	14.87	(57)	0.59	(74)	2.59	(78)	3.57	(49)	9.48	(22)	-13.93	(74)	1.92	(92)	9.13	(35)
Benchmark	3.78		12.09		0.40		2.45		3.23		7.34		-12.14		2.87		7.87	
Category	5.10		15.03		1.22		3.37		3.56		8.68		-12.55		3.74		8.30	

5 Year Style Map



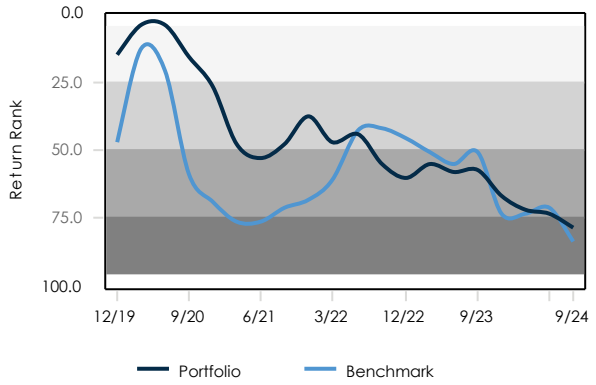
Sector Weights (%)



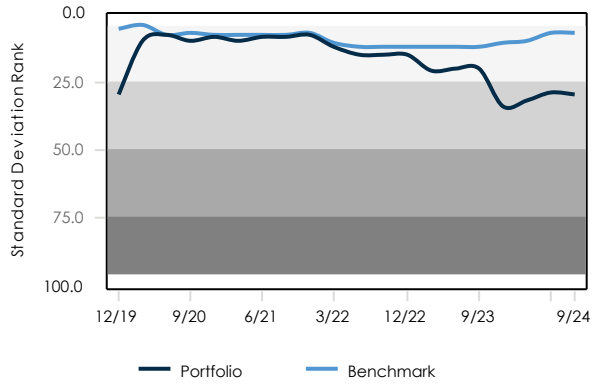
Fund Statistics - 5 Years

	Alpha	Beta	Information Ratio	Tracking Error	R-Squared	Consistency	Up Capture	Down Capture	Sharpe Ratio
Manager	-0.13	1.13	0.14	1.39	0.98	53.33	112.98	114.93	0.07

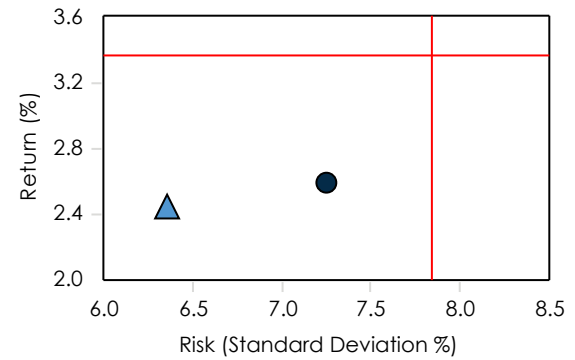
5 Year Return - Rolling Percentile Ranking



5 Year Std. Dev. - Rolling Percentile Ranking



Risk and Return - 5 Years



	Return	Standard Deviation
Manager	2.6	7.3
Benchmark	2.4	6.4
Median	3.4	7.8

Vanguard LifeStrategy Cnsrv Gr Inv

Benchmark: Dow Jones U.S. Moderately **Category:** Moderately Conservative **Report Date:** 9/30/2024

Fund Information

Ticker	VSCGX
Fund Inception	09/30/1994
Fund Assets	10,555 Million
Portfolio Assets	10,555 Million
Total # of Holdings	6
% in Top 10	99.30 %
PM	Team Managed
PM Tenure	2 Years 7 Months
Turnover	4.00 %
Net Expense (%)	0.12 %
SEC Yield	3.03 %

Asset Allocation (%)

Equity	40.14
Fixed Income	59.03
Cash	0.81
Others	0.02

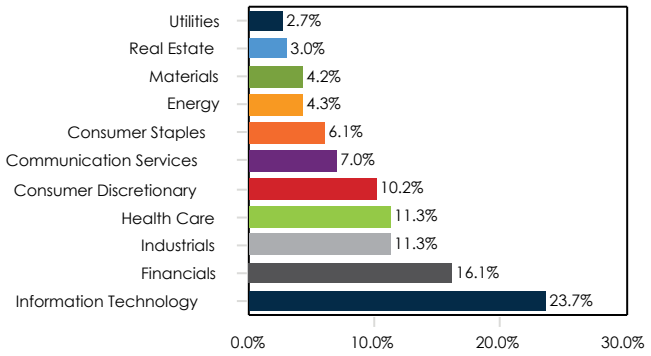
Fund Characteristics

Total Securities	6
Avg. Market Cap	$96,393 Million
P/E	18.1
P/B	2.5
Div. Yield	2.2%
Avg. Coupon	3.2 %
Avg. Effective Maturity	8.49 Years
Avg. Effective Duration	6.39 Years
Avg. Credit Quality	A
Yield To Maturity	4.37 %
SEC Yield	3.03 %

Trailing Performance

	1 Quarter		1 Year		3 Years		5 Years		10 Years		2023		2022		2021		2020	
Manager	5.74	(38)	18.82	(41)	2.39	(58)	5.06	(54)	5.24	(30)	12.48	(13)	-14.99	(79)	6.05	(90)	11.51	(23)
Benchmark	5.52		17.68		2.37		5.35		5.59		10.40		-13.16		8.66		10.56	
Category	5.46		18.44		2.53		5.16		4.82		10.55		-13.69		7.96		9.37	

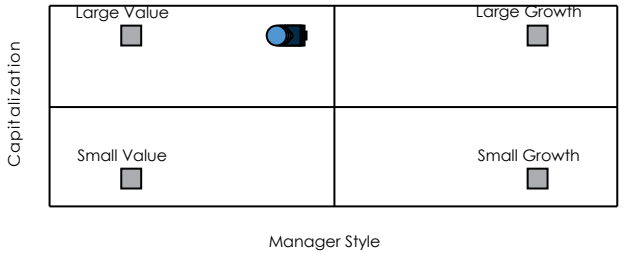
Equity Sector Allocation



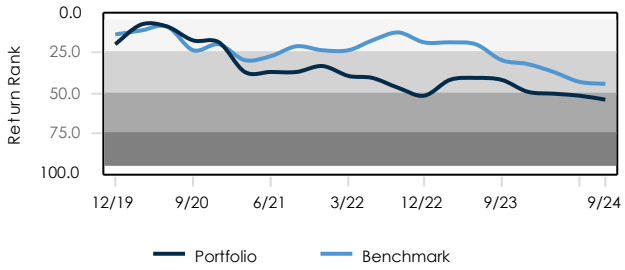
Top Ten Securities

Vanguard Total Bond Market II Idx	40.9 %
Vanguard Total Stock Mkt Idx Inv	24.1 %
Vanguard Total Intl Bd II Idx	17.8 %
Vanguard Total Intl Stock Index	16.4 %
Total	**99.3 %**

5 Year Style Map



5 Year Rolling Percentile Ranking



Fund Statistics

	5 Years
Standard Deviation	9.51
vs. Dow Jones U.S. Moderately Conservative Index	
Alpha	-0.12
Beta	0.97
Information Ratio	-0.19
Tracking Error	1.56
R-Squared	0.97
Consistency	46.67
Up Capture	98.55
Down Capture	100.52
vs. 90 Day U.S. Treasury Bill	
Sharpe Ratio	0.33

Vanguard LifeStrategy Growth Inv

Benchmark: Dow Jones U.S. Moderately **Category:** Moderately Aggressive **Report Date:** 9/30/2024

Fund Information

Ticker	VASGX
Fund Inception	09/30/1994
Fund Assets	22,585 Million
Portfolio Assets	22,585 Million
Total # of Holdings	6
% in Top 10	99.28 %
PM	Team Managed
PM Tenure	2 Years 7 Months
Turnover	3.00 %
Net Expense (%)	0.14 %
SEC Yield	2.26 %

Asset Allocation (%)

Equity	79.31
Fixed Income	19.20
Cash	1.44
Others	0.05

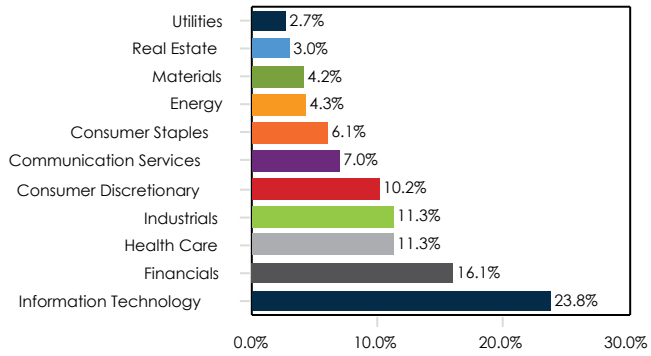
Fund Characteristics

Total Securities	6
Avg. Market Cap	$97,341 Million
P/E	18.1
P/B	2.5
Div. Yield	2.2%
Avg. Coupon	3.2 %
Avg. Effective Maturity	8.49 Years
Avg. Effective Duration	6.39 Years
Avg. Credit Quality	A
Yield To Maturity	4.37 %
SEC Yield	2.26 %

Trailing Performance

	1 Quarter	1 Year	3 Years	5 Years	10 Years	2023	2022	2021	2020
Manager	6.50 (24)	26.88 (34)	5.87 (41)	9.82 (30)	8.37 (24)	18.55 (25)	-17.09 (61)	14.35 (72)	15.45 (26)
Benchmark	6.41	25.31	6.01	10.64	9.55	17.12	-15.50	19.81	15.28
Category	6.00	25.64	5.54	9.18	7.63	16.23	-16.50	15.88	13.05

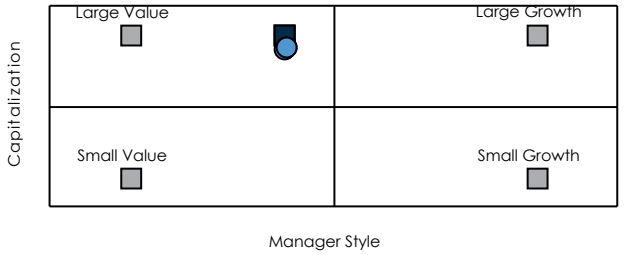
Equity Sector Allocation



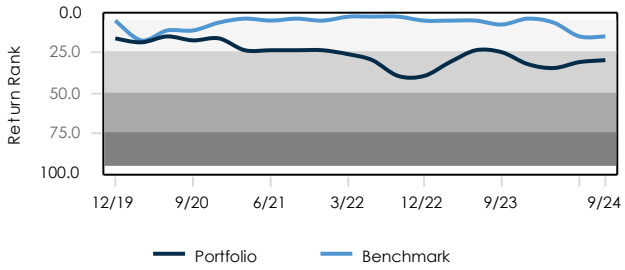
Top Ten Securities

Vanguard Total Stock Mkt Idx Inv	48.1 %
Vanguard Total Intl Stock Index	32.0 %
Vanguard Total Bond Market II Idx	13.3 %
Vanguard Total Intl Bd II Idx	5.8 %
Total	**99.3 %**

5 Year Style Map



5 Year Rolling Percentile Ranking



Fund Statistics

	5 Years
Standard Deviation	14.79
vs. Dow Jones U.S. Moderately Aggressive Index	
Alpha	0.09
Beta	0.91
Information Ratio	-0.30
Tracking Error	3.10
R-Squared	0.97
Consistency	48.33
Up Capture	94.95
Down Capture	97.11
vs. 90 Day U.S. Treasury Bill	
Sharpe Ratio	0.55

PIMCO International Bond (USD-Hdg) Instl

Benchmark: Blmbg. Global Aggregate Index **Category:** Global Bond-USD Hedged **Report Date:** 9/30/2024

Fund Information

Ticker	PFORX
Fund Inception	12/02/1992
Fund Assets	15,385 Million
Portfolio Assets	10,450 Million
Total # of Holdings	1666
% in Top 10	15.27 %
PM	Balls,A/Gupta,S/Pagani,L
PM Tenure	10 Years
Turnover	657.00 %
Net Expense (%)	0.75 %
SEC Yield	4.15 %

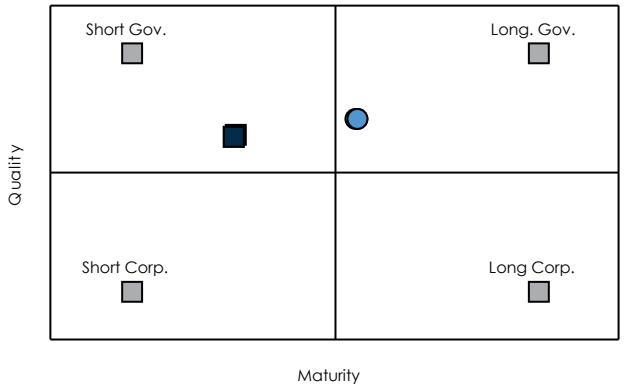
Portfolio Characteristics

Avg. Coupon	2.57 %
Average Effective Maturity	6.58 Years
Average Effective Duration	5.74 Years
Average Credit Quality	A
Yield To Maturity	6.09 %
SEC Yield	4.15 %

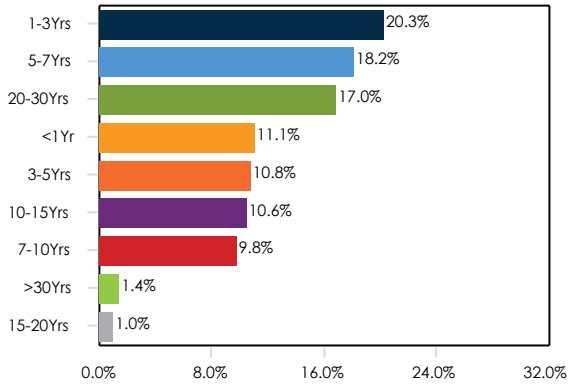
Trailing Performance

	1 Quarter		1 Year		3 Years		5 Years		10 Years		2023		2022		2021		2020	
Manager	3.12	(85)	10.77	(64)	0.93	(5)	1.37	(15)	3.15	(3)	9.49	(13)	-9.84	(13)	-1.67	(42)	6.15	(49)
Benchmark	6.98		11.99		-3.06		-0.83		0.57		5.72		-16.25		-4.71		9.20	
Category	4.22		11.05		-0.64		0.49		2.05		7.77		-12.37		-1.96		6.13	

5 Year Style Map



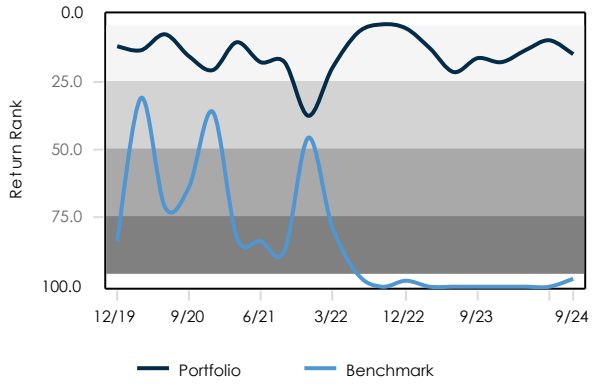
Maturity Distribution



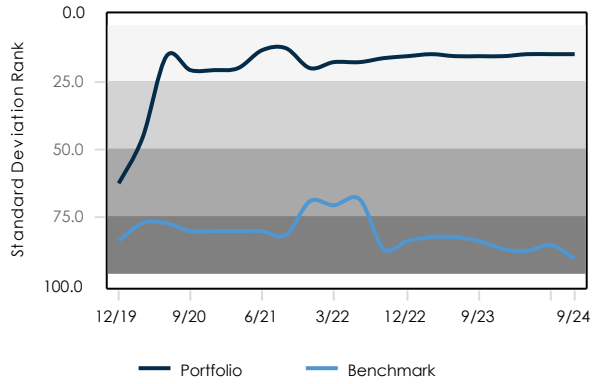
Fund Statistics - 5 Years

	Alpha	Beta	Information Ratio	Tracking Error	R-Squared	Consistency	Up Capture	Down Capture	Sharpe Ratio
Manager	1.75	0.50	0.44	4.60	0.68	55.00	55.52	38.64	-0.18

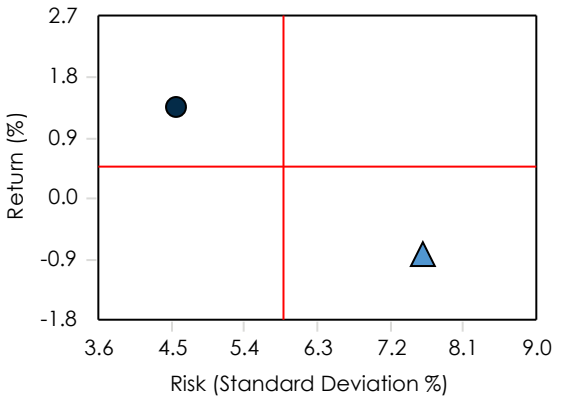
5 Year Return - Rolling Percentile Ranking



5 Year Std. Dev. - Rolling Percentile Ranking



Risk and Return - 5 Years



	Return	Standard Deviation
Manager	1.4	4.6
Benchmark	-0.8	7.6
Median	0.5	5.9

JPMorgan High Yield R6

Benchmark: Credit Suisse High Yield Index **Category:** High Yield Bond **Report Date:** 9/30/2024

Fund Information

Ticker	JHYUX
Fund Inception	02/22/2005
Fund Assets	5,723 Million
Portfolio Assets	4,290 Million
Total # of Holdings	786
% in Top 10	12.03 %
PM	Team Managed
PM Tenure	25 Years 10 Months
Turnover	25.00 %
Net Expense (%)	0.50 %
SEC Yield	6.97 %

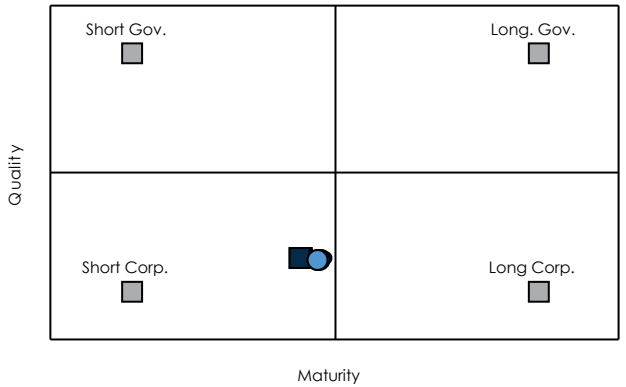
Portfolio Characteristics

Avg. Coupon	6.33 %
Average Effective Maturity	3.31 Years
Average Effective Duration	2.50 Years
Average Credit Quality	B
Yield To Maturity	7.65 %
SEC Yield	6.97 %

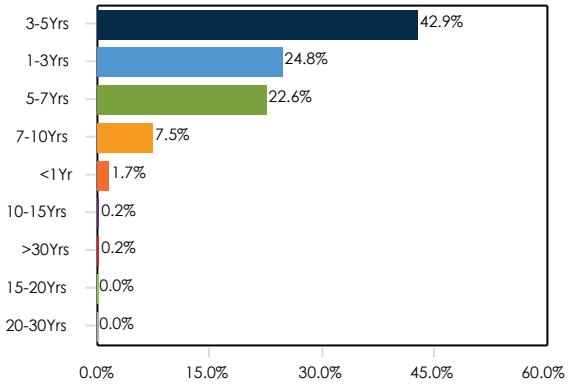
Trailing Performance

	1 Quarter	1 Year	3 Years	5 Years	10 Years	2023	2022	2021	2020
Manager	5.60 (5)	15.42 (22)	3.10 (35)	4.26 (37)	4.39 (40)	12.12 (50)	-10.30 (42)	7.08 (11)	3.00 (84)
Benchmark	4.74	14.92	3.22	4.53	4.83	13.55	-10.55	5.50	5.48
Category	4.51	14.33	2.74	4.04	4.23	12.12	-10.70	4.85	5.31

5 Year Style Map



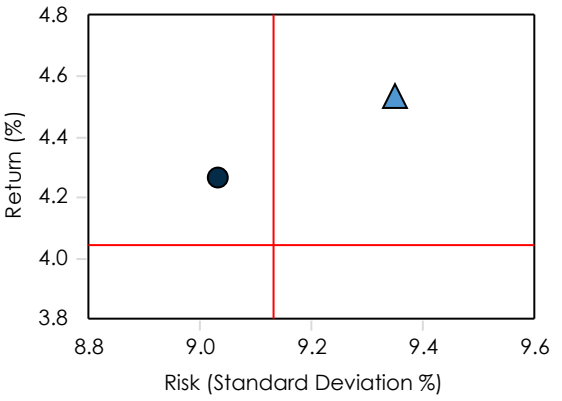
Maturity Distribution



Fund Statistics - 5 Years

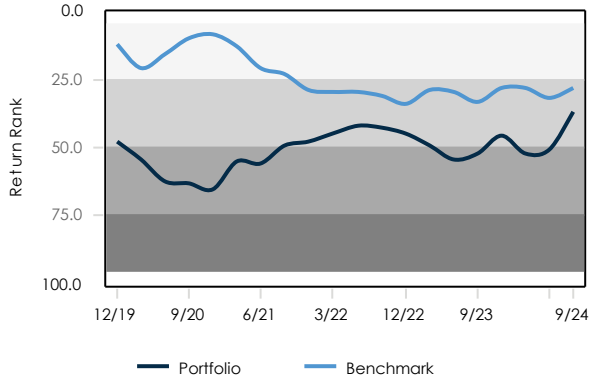
	Alpha	Beta	Information Ratio	Tracking Error	R-Squared	Consistency	Up Capture	Down Capture	Sharpe Ratio
Manager	-0.09	0.96	-0.25	1.14	0.99	53.33	94.89	95.34	0.25

Risk and Return - 5 Years

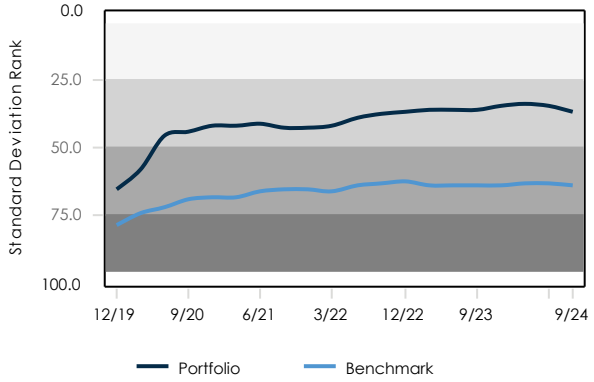


	Return	Standard Deviation
Manager	4.3	9.0
Benchmark	4.5	9.3
Median	4.0	9.1

5 Year Return - Rolling Percentile Ranking



5 Year Std. Dev. - Rolling Percentile Ranking



Vanguard Total Bond Market Index Adm

Benchmark: Blmbg. U.S. Aggregate Float Adjusted **Category:** Intermediate Core Bond **Report Date:** 9/30/2024

Fund Information

Ticker	VBTLX
Fund Inception	11/12/2001
Fund Assets	343,379 Million
Portfolio Assets	102,378 Million
Total # of Holdings	17822
% in Top 10	4.14 %
PM	Barrickman,J
PM Tenure	11 Years 7 Months
Turnover	36.00 %
Net Expense (%)	0.05 %
SEC Yield	3.99 %

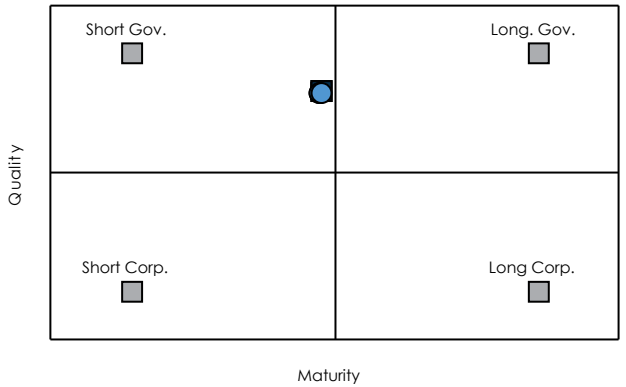
Portfolio Characteristics

Avg. Coupon	3.47 %
Average Effective Maturity	8.30 Years
Average Effective Duration	6.01 Years
Average Credit Quality	AA
Yield To Maturity	4.23 %
SEC Yield	3.99 %

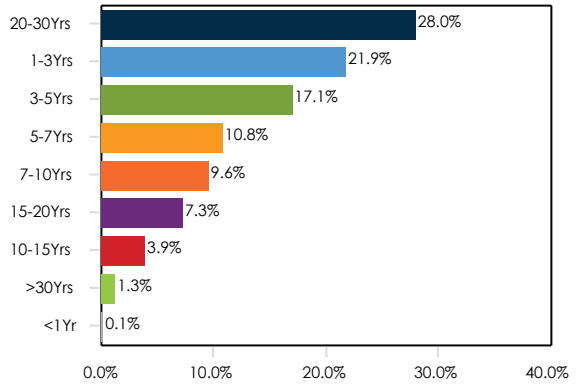
Trailing Performance

	1 Quarter		1 Year		3 Years		5 Years		10 Years		2023		2022		2021		2020	
Manager	5.06	(64)	11.40	(71)	-1.43	(44)	0.31	(59)	1.82	(46)	5.70	(45)	-13.16	(35)	-1.67	(55)	7.72	(53)
Benchmark	5.13		11.47		-1.38		0.36		1.87		5.60		-13.07		-1.58		7.75	
Category	5.13		11.72		-1.50		0.39		1.78		5.61		-13.39		-1.61		7.80	

5 Year Style Map



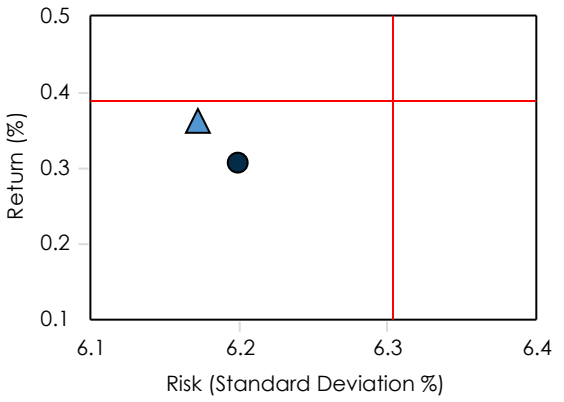
Maturity Distribution



Fund Statistics - 5 Years

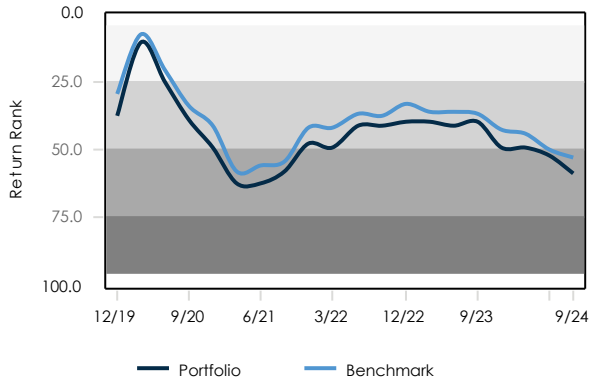
	Alpha	Beta	Information Ratio	Tracking Error	R-Squared	Consistency	Up Capture	Down Capture	Sharpe Ratio
Manager	-0.05	1.00	-0.22	0.25	1.00	50.00	100.18	100.86	-0.29

Risk and Return - 5 Years

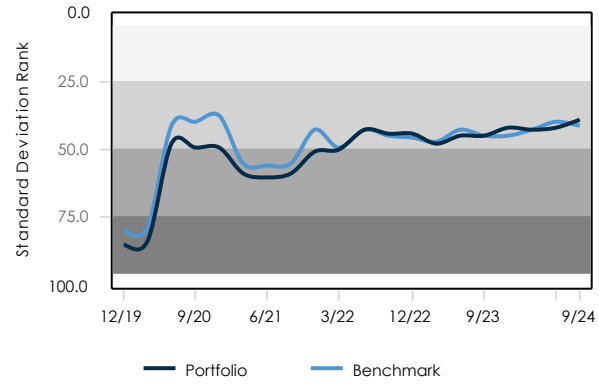


	Return	Standard Deviation
Manager	0.3	6.2
Benchmark	0.4	6.2
Median	0.4	6.3

5 Year Return - Rolling Percentile Ranking



5 Year Std. Dev. - Rolling Percentile Ranking



MFS Total Return Bond R6

Benchmark: Blmbg. U.S. Universal Index **Category:** Intermediate Core-Plus **Report Date:** 9/30/2024

Fund Information

Ticker	MRBKX
Fund Inception	05/01/2006
Fund Assets	8,202 Million
Portfolio Assets	3,879 Million
Total # of Holdings	1153
% in Top 10	25.55 %
PM	Mackey,A/Marston,J
PM Tenure	14 Years 9 Months
Turnover	76.00 %
Net Expense (%)	0.36 %
SEC Yield	4.42 %

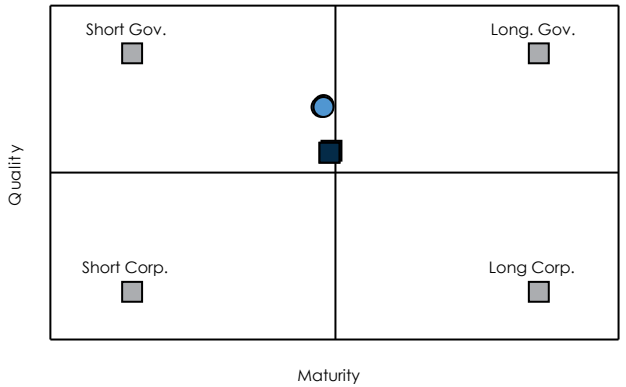
Portfolio Characteristics

Avg. Coupon	4.34 %
Average Effective Maturity	7.77 Years
Average Effective Duration	6.10 Years
Average Credit Quality	BBB
Yield To Maturity	5.34 %
SEC Yield	4.42 %

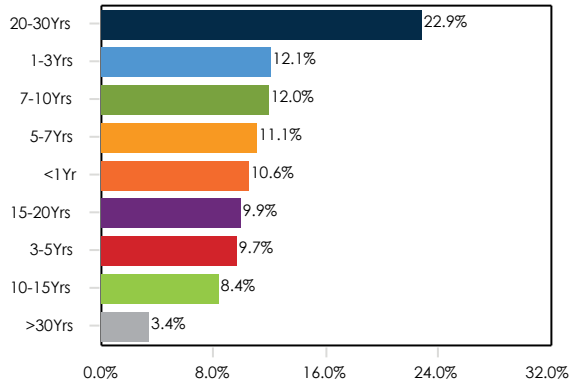
Trailing Performance

	1 Quarter		1 Year		3 Years		5 Years		10 Years		2023		2022		2021		2020	
Manager	5.39	(29)	12.90	(35)	-0.80	(22)	1.15	(28)	2.33	(29)	7.44	(10)	-13.81	(47)	-0.73	(45)	8.94	(34)
Benchmark	5.20		12.08		-1.05		0.70		2.15		6.17		-12.99		-1.10		7.58	
Category	5.22		12.59		-1.42		0.72		2.02		6.17		-13.94		-0.86		8.41	

5 Year Style Map



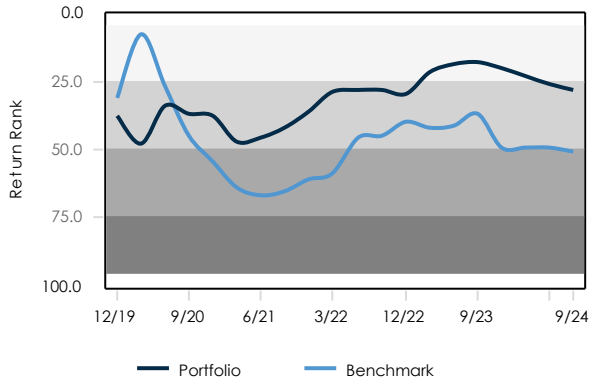
Maturity Distribution



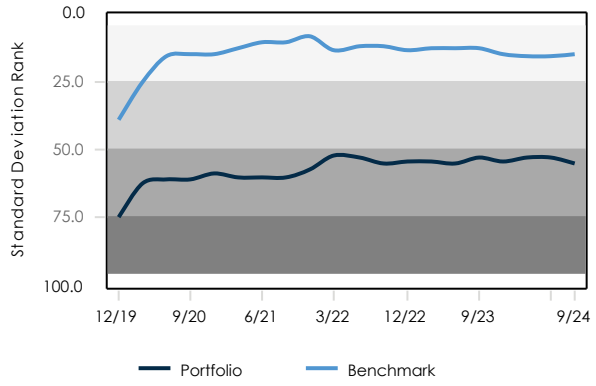
Fund Statistics - 5 Years

	Alpha	Beta	Information Ratio	Tracking Error	R-Squared	Consistency	Up Capture	Down Capture	Sharpe Ratio
Manager	0.41	1.09	0.32	1.52	0.96	63.33	112.21	107.40	-0.13

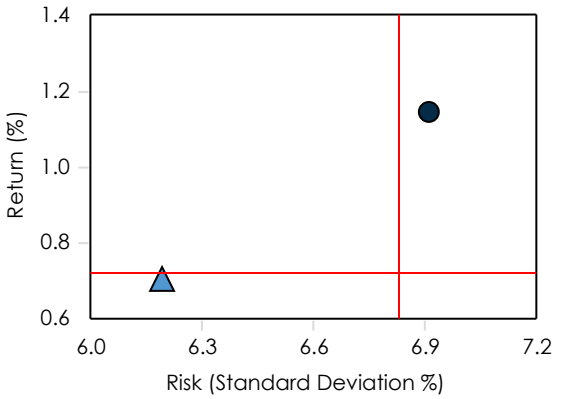
5 Year Return - Rolling Percentile Ranking



5 Year Std. Dev. - Rolling Percentile Ranking



Risk and Return - 5 Years



	Return	Standard Deviation
Manager	1.1	6.9
Benchmark	0.7	6.2
Median	0.7	6.8

Lord Abbett Short Duration Income R6

Benchmark: Bloomberg U.S. Gov/Credit 1-3 **Category:** Short-Term Bond **Report Date:** 9/30/2024

Fund Information

Ticker	LDLVX
Fund Inception	06/30/2015
Fund Assets	42,705 Million
Portfolio Assets	1,065 Million
Total # of Holdings	1135
% in Top 10	6.04 %
PM	Team Managed
PM Tenure	25 Years 9 Months
Turnover	54.00 %
Net Expense (%)	0.31 %
SEC Yield	4.95 %

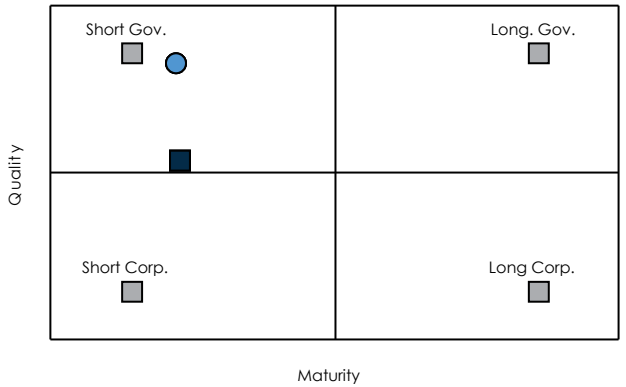
Portfolio Characteristics

Avg. Coupon	4.72 %
Average Effective Maturity	2.03 Years
Average Effective Duration	1.75 Years
Average Credit Quality	BBB
Yield To Maturity	5.37 %
SEC Yield	4.95 %

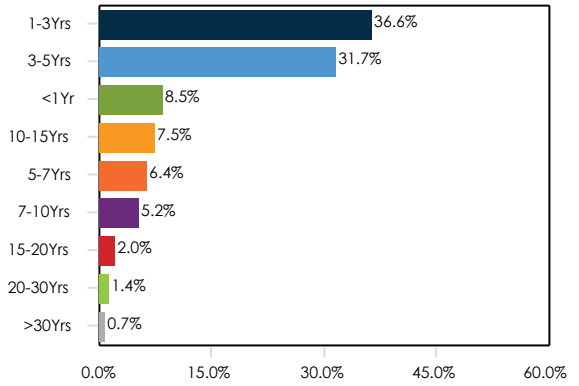
Trailing Performance

	1 Quarter		1 Year		3 Years		5 Years		10 Years		2023		2022		2021		2020	
Manager	2.90	(74)	8.07	(60)	1.87	(32)	2.25	(29)	2.49	(11)	5.74	(42)	-4.51	(37)	1.16	(13)	3.21	(74)
Benchmark	2.96		7.19		1.50		1.70		1.65		4.61		-3.69		-0.47		3.33	
Category	3.06		8.26		1.52		1.92		1.88		5.51		-4.95		-0.30		3.90	

5 Year Style Map



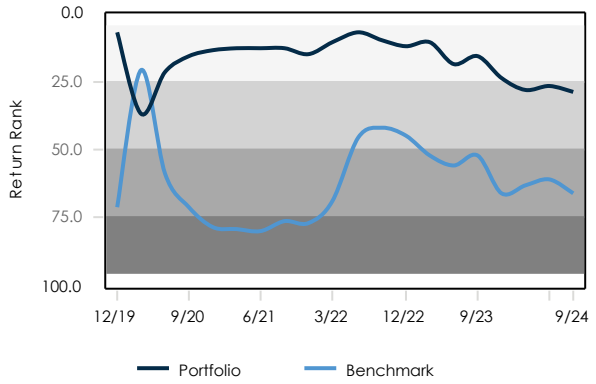
Maturity Distribution



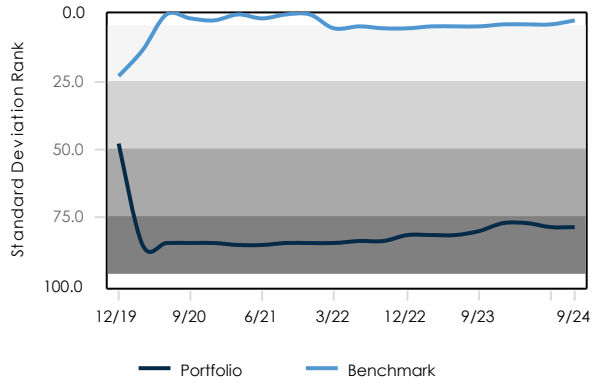
Fund Statistics - 5 Years

	Alpha	Beta	Information Ratio	Tracking Error	R-Squared	Consistency	Up Capture	Down Capture	Sharpe Ratio
Manager	0.52	1.05	0.18	3.34	0.27	71.67	112.85	91.78	0.00

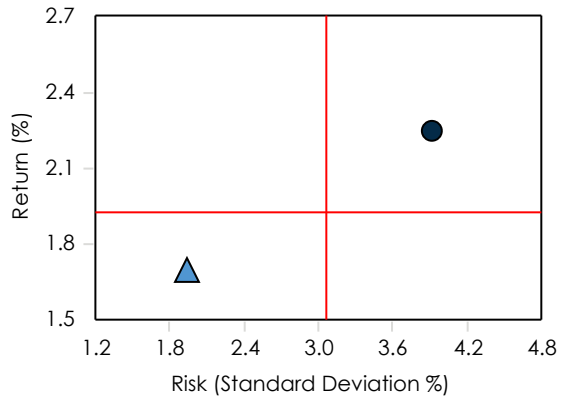
5 Year Return - Rolling Percentile Ranking



5 Year Std. Dev. - Rolling Percentile Ranking



Risk and Return - 5 Years

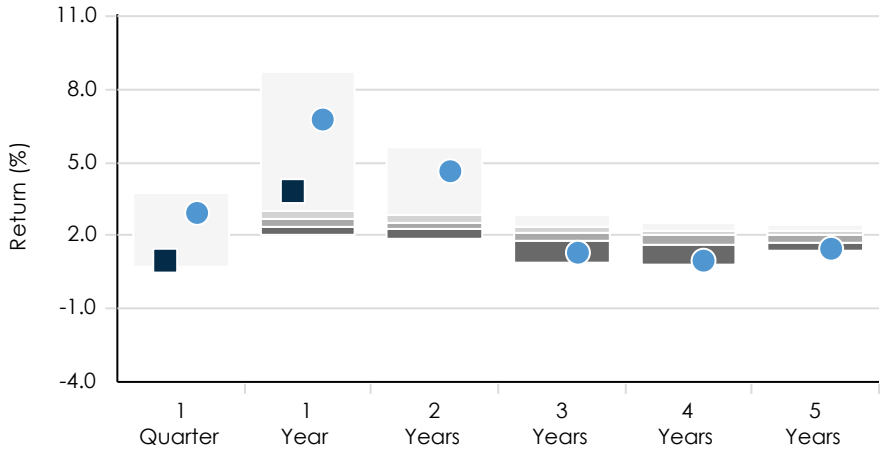


	Return	Standard Deviation
Manager	2.2	3.9
Benchmark	1.7	1.9
Median	1.9	3.1

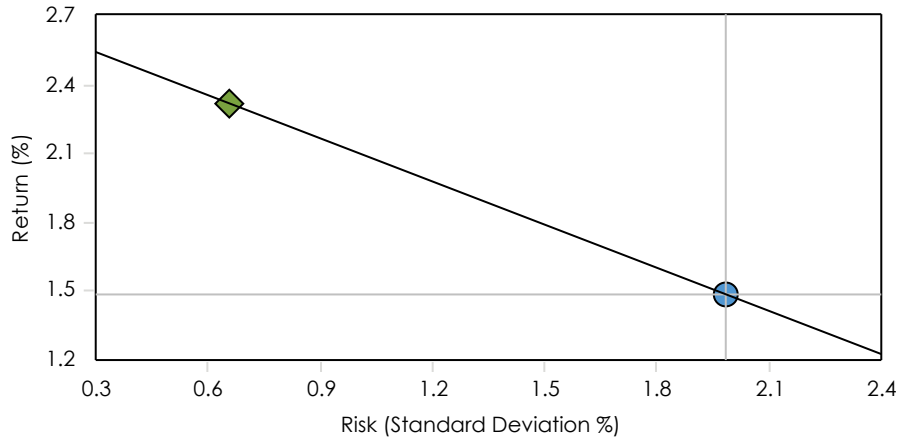
Transamerica Guaranteed Investment Option

Benchmark: Bloomberg U.S. Government 1-3 **Category:** IM U.S. GIC/Stable Value (SA+CF) **Report Date:** 9/30/2024

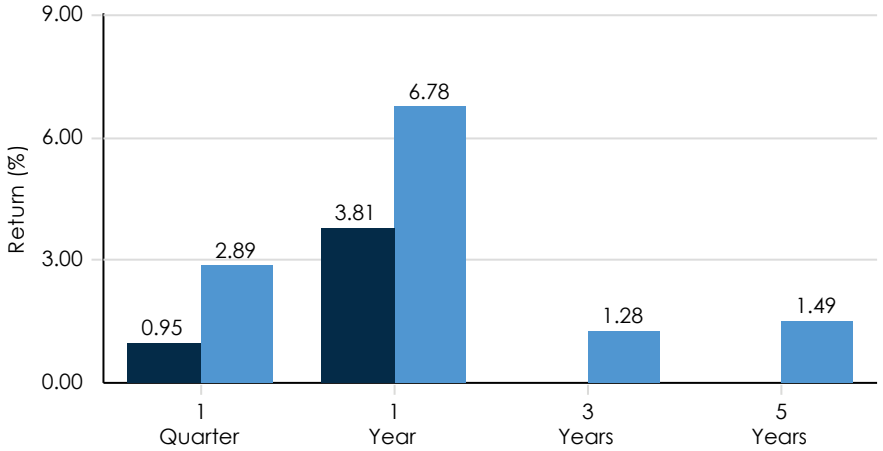
Performance vs. Peer Group Performance



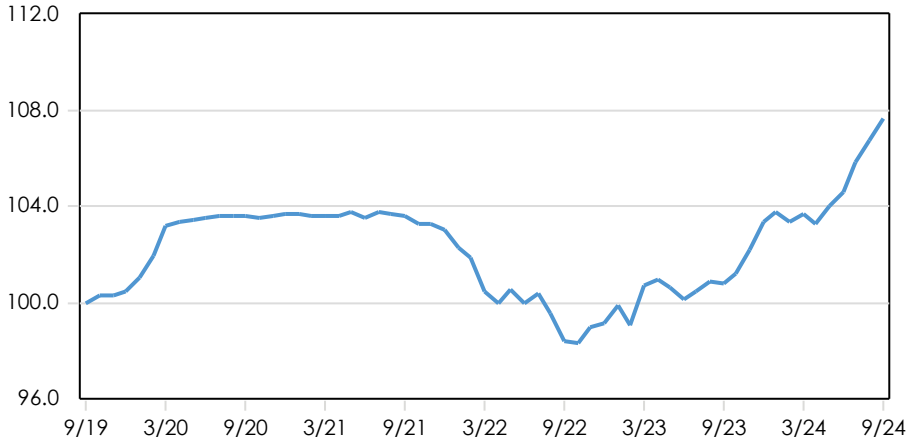
5 Year Risk vs. Reward



Time Weighted Rates of Return



5 Year Growth of $100 Investment



5 Year Risk Statistics

	Beta	Standard Deviation	Downside Semi Deviation	Alpha	Sharpe Ratio	Information Ratio	R-Squared
Portfolio	-	-	-	-	-	-	-
Benchmark	1.00	2.60	2.34	0.00	-0.36	-	1.00

5 Year Performance Analysis

	Up Market Periods	Down Market Periods	Best Quarter	Worst Quarter	Up Capture	Down Capture
Portfolio	-	-	-	-	-	-
Benchmark	13	7	2.89	-2.50	100.00	100.00

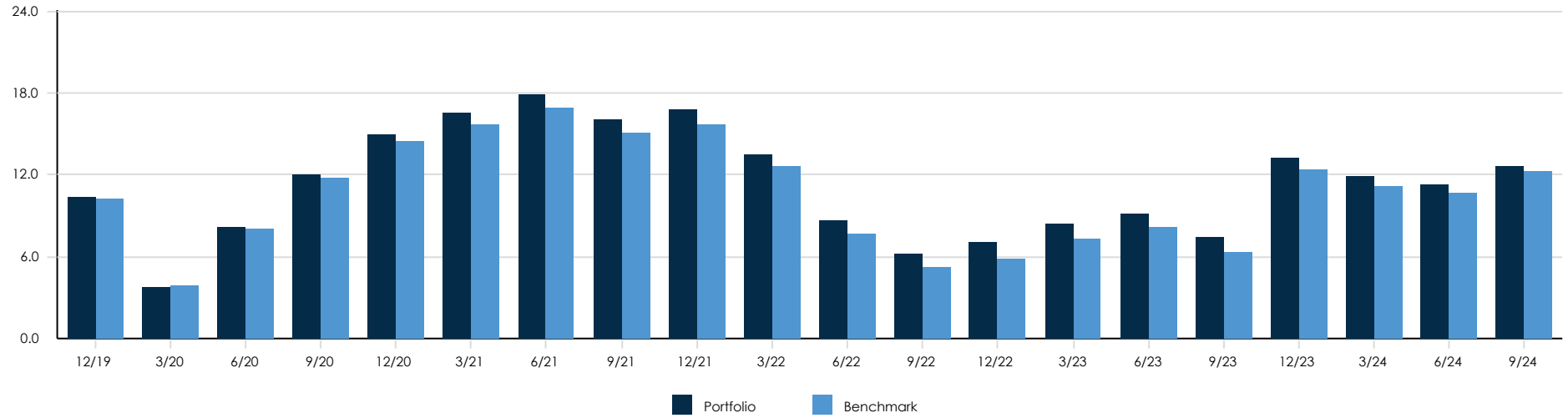
Ultra Aggressive Portfolio

Benchmark: Blended Benchmark **Report Date:**9/30/2024

Trailing Performance

	1 Quarter	YTD	1 Year	3 Years	5 Years	10 Years	2023	2022	2021	2020
Portfolio	6.27	15.73	28.20	6.34	12.68	10.82	20.46	-18.68	20.16	21.24
Benchmark	7.00	17.03	31.44	6.75	12.29	10.60	23.75	-20.23	17.83	19.86

5 Year Annualized Returns



Portfolio Composition	Target (%)
Ultra Aggressive Portfolio	**100.00**
BNY Mellon Dynamic Value Fund Y	15.00
Goldman Sachs Large Cap Gr Insghts R6	15.00
Columbia Select Mid Cap Value Instl 3	7.50
Delaware Ivy Mid Cap Growth R6	7.50
Franklin Small Cap Value R6	7.50
Delaware Ivy Small Cap Growth R6	7.50
Columbia Overseas Value Inst3	10.00
ClearBridge International Growth IS	10.00
Voya Multi-Manager International Sm Cp I	5.00
Invesco Developing Markets R6	5.00
Columbia Seligman Tech & Info Inst3	10.00

5 Year Risk Statistics

	Beta	Standard Deviation	Downside Semi Deviation	Alpha	Sharpe Ratio	Information Ratio	R-Squared
Portfolio	1.03	21.76	25.16	0.03	0.56	0.27	0.99
Benchmark	1.00	20.97	24.63	0.00	0.56	-	1.00

5 Year Performance Analysis

	Up Market Periods	Down Market Periods	Best Quarter	Worst Quarter	Up Capture	Down Capture
Portfolio	14	6	24.08	-24.33	102.59	101.28
Benchmark	14	6	21.96	-23.12	100.00	100.00

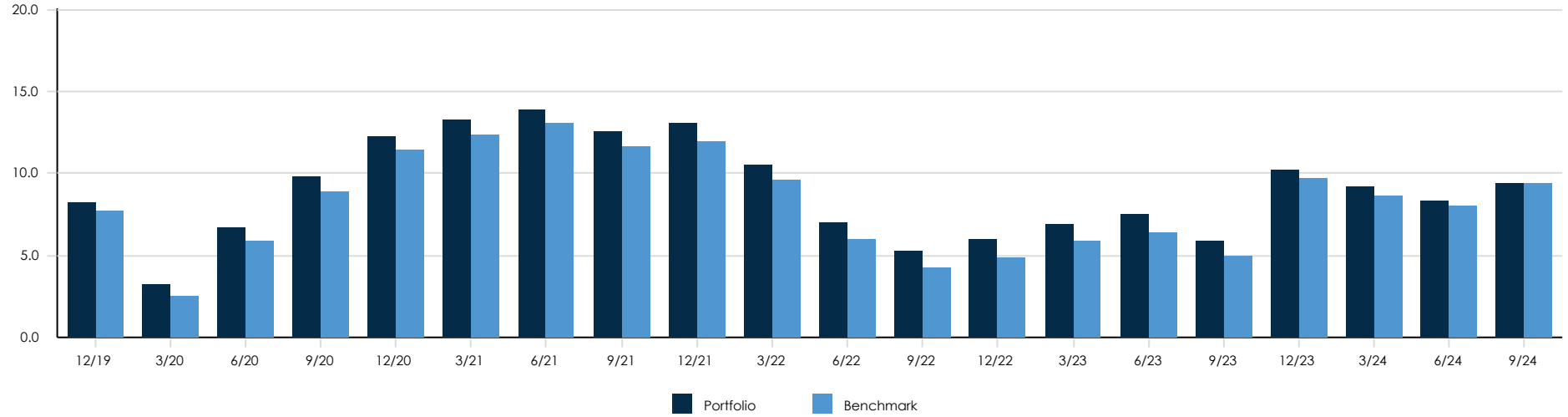
Aggressive Portfolio

Benchmark: Blended Benchmark **Report Date:**9/30/2024

Trailing Performance

	1 Quarter	YTD	1 Year	3 Years	5 Years	10 Years	2023	2022	2021	2020
Portfolio	5.28	11.45	21.14	4.67	9.43	8.43	14.25	-13.82	14.33	16.80
Benchmark	6.22	12.84	24.31	4.94	9.43	8.14	16.79	-15.56	13.48	15.82

5 Year Annualized Returns



Portfolio Composition	Target (%)
Aggressive Portfolio	**100.00**
JHancock Disciplined Value R6	12.00
AB Large Cap Growth Z	12.00
Columbia Select Mid Cap Value Instl 3	10.00
Delaware Ivy Mid Cap Growth R6	10.00
Franklin Small Cap Value R6	8.00
Delaware Ivy Small Cap Growth R6	8.00
Columbia Overseas Value Inst3	5.00
ClearBridge International Growth IS	5.00
Voya Multi-Manager International Sm Cp I	5.00
Goldman Sachs Em Mkts Eq Insghts R6	5.00
Transamerica Guaranteed Investment Option	20.00

5 Year Risk Statistics

	Beta	Standard Deviation	Downside Semi Deviation	Alpha	Sharpe Ratio	Information Ratio	R-Squared
Portfolio	1.00	17.16	18.50	-0.01	0.48	0.01	0.99
Benchmark	1.00	17.06	20.23	0.00	0.49	-	1.00

5 Year Performance Analysis

	Up Market Periods	Down Market Periods	Best Quarter	Worst Quarter	Up Capture	Down Capture
Portfolio	14	6	18.64	-19.66	99.49	98.79
Benchmark	14	6	17.17	-19.52	100.00	100.00

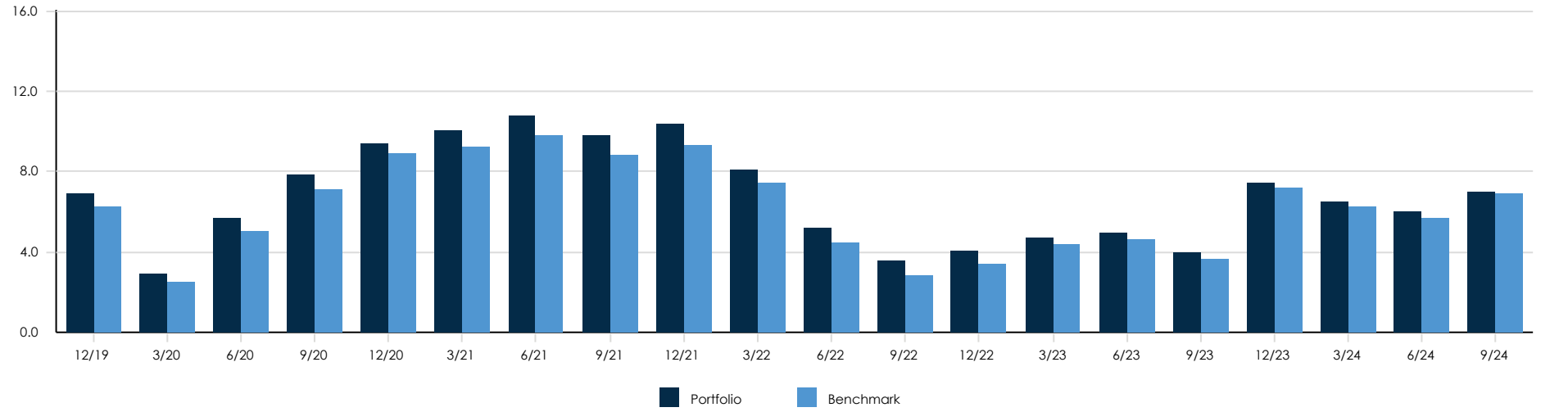
Balanced Portfolio

Benchmark: Blended Benchmark **Report Date:**9/30/2024

Trailing Performance

	1 Quarter	YTD	1 Year	3 Years	5 Years	10 Years	2023	2022	2021	2020
Portfolio	4.95	9.83	18.49	2.88	7.01	6.62	11.35	-13.90	11.38	13.32
Benchmark	6.24	10.53	20.36	3.54	6.93	6.29	13.49	-14.04	9.86	12.05

5 Year Annualized Returns



Portfolio Composition	Target (%)
Balanced Portfolio	**100.00**
JHancock Disciplined Value R6	10.00
AB Large Cap Growth Z	10.00
JPMorgan Mid Cap Value R6	5.00
Pioneer Select Mid Cap Growth K	5.00
JPMorgan Small Cap Value R6	5.00
AB Small Cap Growth Z	5.00
Columbia Overseas Value Inst3	5.00
ClearBridge International Growth IS	5.00
Voya Multi-Manager International Sm Cp I	5.00
MFS Global Real Estate R6	5.00
Delaware Ivy Global Bond Fund Class R6	6.00
JHancock Bond R6	4.00
Transamerica Guaranteed Investment Option	30.00

5 Year Risk Statistics

	Beta	Standard Deviation	Downside Semi Deviation	Alpha	Sharpe Ratio	Information Ratio	R-Squared
Portfolio	1.01	13.48	14.86	0.00	0.40	0.07	0.99
Benchmark	1.00	13.22	15.90	0.00	0.41	-	1.00

5 Year Performance Analysis

	Up Market Periods	Down Market Periods	Best Quarter	Worst Quarter	Up Capture	Down Capture
Portfolio	14	6	14.31	-14.94	101.47	101.55
Benchmark	14	6	12.41	-14.50	100.00	100.00

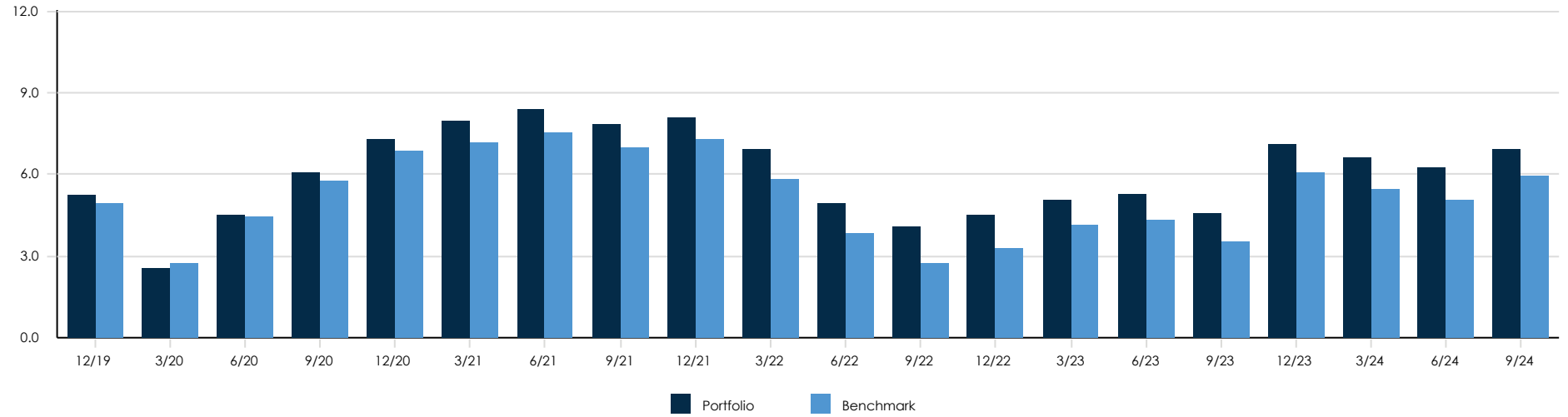
Moderate Portfolio

Benchmark: Blended Benchmark **Report Date:**9/30/2024

Trailing Performance

	1 Quarter	YTD	1 Year	3 Years	5 Years	10 Years	2023	2022	2021	2020
Portfolio	3.79	8.47	14.35	4.59	6.97	5.86	10.34	-6.76	8.51	11.13
Benchmark	4.95	9.00	16.48	3.70	5.94	5.23	11.49	-10.17	7.26	9.92

5 Year Annualized Returns



Portfolio Composition	Target (%)
Moderate Portfolio	**100.00**
BNY Mellon Dynamic Value Fund Y	8.00
JPMorgan Growth Advantage R6	8.00
MFS Mid Cap Value R6	4.00
Delaware Ivy Mid Cap Growth R6	4.00
Franklin Small Cap Value R6	3.00
Delaware Ivy Small Cap Growth R6	3.00
Columbia Overseas Value Inst3	5.00
ClearBridge International Growth IS	5.00
JHancock Strategic Income Opps R6	5.00
Pioneer Bond K	5.00
Transamerica Guaranteed Investment Option	50.00
Federated Hermes Capital Pres ISP	0.00

5 Year Risk Statistics

	Beta	Standard Deviation	Downside Semi Deviation	Alpha	Sharpe Ratio	Information Ratio	R-Squared
Portfolio	1.02	9.28	11.55	0.91	0.53	0.55	0.96
Benchmark	1.00	8.96	10.26	0.00	0.44	-	1.00

5 Year Performance Analysis

	Up Market Periods	Down Market Periods	Best Quarter	Worst Quarter	Up Capture	Down Capture
Portfolio	14	6	10.39	-10.32	105.18	91.50
Benchmark	14	6	8.59	-8.50	100.00	100.00

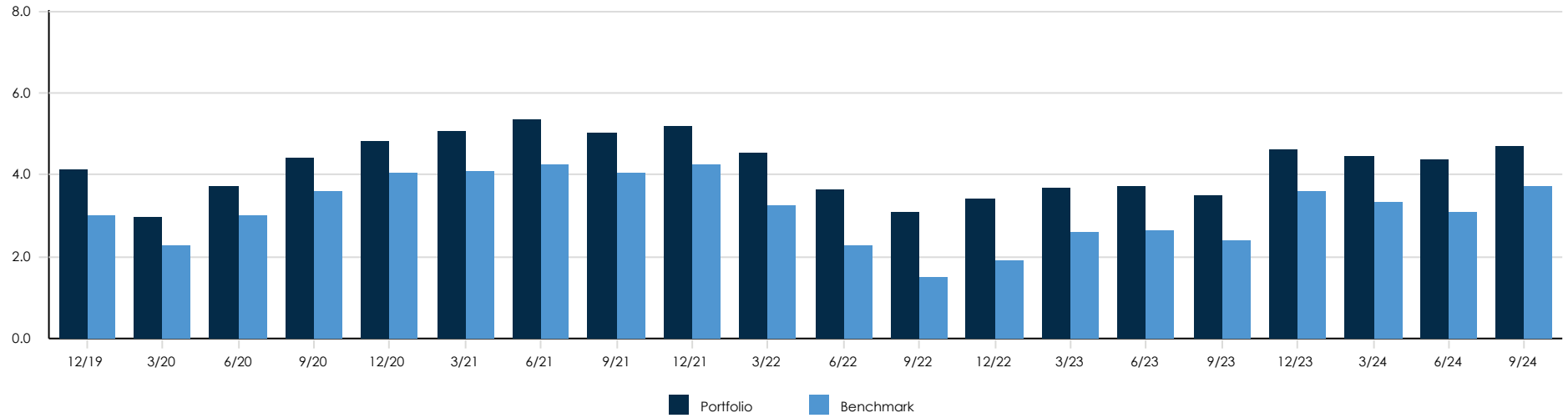
Conservative Portfolio

Benchmark: Blended Benchmark **Report Date:**9/30/2024

Trailing Performance

	1 Quarter	YTD	1 Year	3 Years	5 Years	10 Years	2023	2022	2021	2020
Portfolio	2.29	5.74	8.96	3.88	4.71	4.29	6.25	-1.77	5.09	6.03
Benchmark	3.73	6.66	11.32	2.81	3.74	3.19	7.94	-6.36	3.09	5.92

5 Year Annualized Returns



Portfolio Composition	Target (%)
Conservative Portfolio	**100.00**
BNY Mellon Dynamic Value Fund Y	5.00
AB Large Cap Growth Z	5.00
Columbia Overseas Value Inst3	5.00
ClearBridge International Growth IS	5.00
Franklin US Government Secs R6	5.00
PIMCO Short-Term Instl	5.00
Transamerica Guaranteed Investment Option	70.00

5 Year Risk Statistics

	Beta	Standard Deviation	Downside Semi Deviation	Alpha	Sharpe Ratio	Information Ratio	R-Squared
Portfolio	0.83	4.23	4.72	1.56	0.57	0.48	0.82
Benchmark	1.00	4.60	5.34	0.00	0.34	-	1.00

5 Year Performance Analysis

	Up Market Periods	Down Market Periods	Best Quarter	Worst Quarter	Up Capture	Down Capture
Portfolio	15	5	4.66	-4.30	106.16	77.24
Benchmark	15	5	4.37	-3.68	100.00	100.00

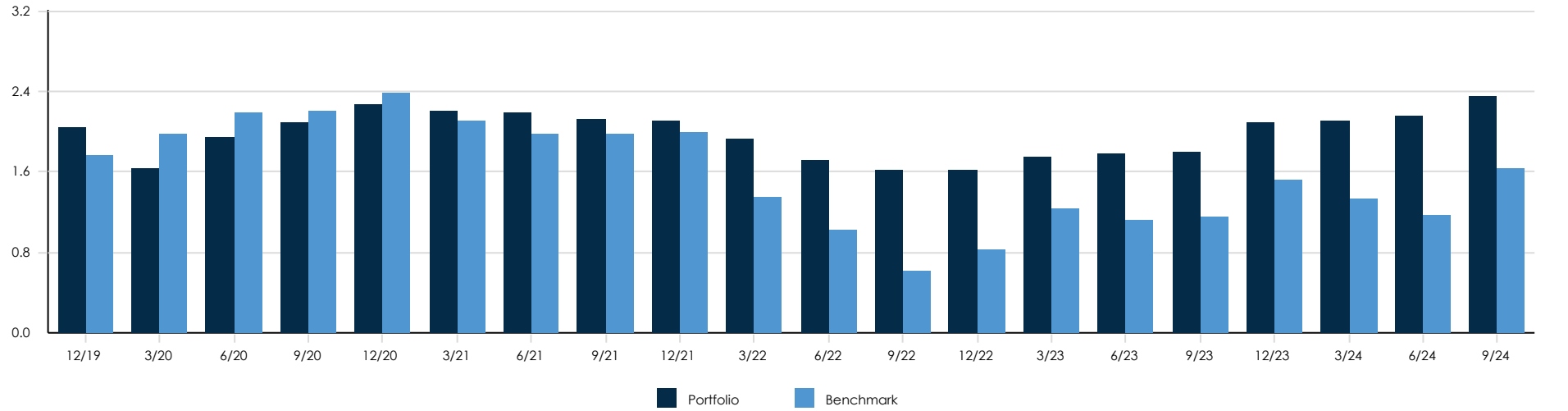
Fixed Income Portfolio

Benchmark: Blended Benchmark **Report Date:**9/30/2024

Trailing Performance

	1 Quarter	YTD	1 Year	3 Years	5 Years	10 Years	2023	2022	2021	2020
Portfolio	1.54	3.58	5.26	2.50	2.36	2.18	3.83	-0.23	1.85	2.26
Benchmark	3.08	4.33	7.46	1.31	1.64	1.67	4.95	-4.61	-0.35	3.63

5 Year Annualized Returns



Portfolio Composition	Target (%)
Fixed Income Portfolio	**100.00**
Pioneer Strategic Income K	5.00
Pioneer Bond K	5.00
PIMCO Short-Term Instl	5.00
Invesco Senior Floating Rate R6	5.00
Transamerica Guaranteed Investment Option	80.00

5 Year Risk Statistics

	Beta	Standard Deviation	Downside Semi Deviation	Alpha	Sharpe Ratio	Information Ratio	R-Squared
Portfolio	0.26	1.46	0.90	1.93	0.03	0.29	0.24
Benchmark	1.00	2.74	2.86	0.00	-0.28	-	1.00

5 Year Performance Analysis

	Up Market Periods	Down Market Periods	Best Quarter	Worst Quarter	Up Capture	Down Capture
Portfolio	14	6	1.79	-1.43	75.10	-6.86
Benchmark	14	6	3.08	-2.75	100.00	100.00



USI ADVISORS, INC.

FIDUCIARY OVERSIGHT REVIEW

September | 2024

Presentation to:

Sample Report

This report has been prepared with data believed reliable, but no representation is made as to the data's accuracy or completion. This report should not be used for tax reporting purposes. The information supplied by the individual account statements should be used and a tax advisor should be consulted. Additionally, past performance does not guarantee and is not indicative of future results.

For Plan Sponsor Use Only | This report must be preceded or accompanied by a prospectus for all mutual funds referenced.

Asset Allocation & Performance - Month End

As of September 30, 2024

	Ticker	Performance (%)						Expense Ratio Gross	Expense Ratio Net
		Year To Date	1 Year	5 Years	10 Years	Since Inception	Inception Date		
								-	-
Putnam Large Cap Value R6	PEQSX	22.03	33.60	15.13	11.91	10.75	07/01/1977	0.55	0.55
Touchstone Large Cap Focused R6	TSRLX	18.41	30.40	15.92	13.22	10.94	02/01/1934	1.20	0.67
Vanguard Institutional Index I	VINIX	22.04	36.30	15.95	13.35	10.71	08/01/1990	0.04	0.04
Vanguard Total Stock Mkt Idx Adm	VTSAX	20.58	35.24	15.18	12.77	10.49	05/01/1992	0.04	0.04
JPMorgan Large Cap Growth R6	JLGMX	27.39	44.56	21.25	17.81	11.24	03/01/1992	0.52	0.44
JHancock Disciplined Value Mid Cap R6	JVMRX	12.61	25.82	11.86	10.46	10.16	07/01/1997	0.76	0.75
Vanguard Mid Cap Index Admiral	VIMAX	14.72	28.79	11.22	10.21	10.17	06/01/1998	0.05	0.05
AB Discovery Growth Z	CHCZX	16.49	30.70	10.70	10.60	10.40	08/01/1938	0.67	0.66
Delaware Small Cap Value R6	DVZRX	11.71	24.79	9.30	8.16	10.66	07/01/1987	0.71	0.71
Vanguard Small Cap Index Adm	VSMAX	12.37	27.43	10.66	9.64	10.77	01/01/1974	0.05	0.05
PGIM Jennison Small Company R6	PJSQX	11.90	26.26	13.16	10.14	10.51	12/01/1980	0.69	0.69
Dodge & Cox International Stock X	DOXFX	13.53	21.27	9.17	4.82	7.26	06/01/2001	0.57	0.52
Vanguard Total Intl Stock Index Admiral	VTIAX	13.56	24.88	7.74	5.42	5.11	05/01/1996	0.12	0.12
BNY Mellon International Stock Fund Y	DISYX	9.88	25.35	7.92	7.40	5.75	01/01/2007	0.89	0.89
Invesco International Small-Mid Com R6	OSCIX	7.11	22.22	5.26	8.14	11.19	12/01/1997	0.99	0.99
American Funds New Perspective R6	RNPGX	18.18	31.71	13.85	11.77	12.34	04/01/1973	0.42	0.42
Goldman Sachs Emerging Markets Eq R6	GEMUX	17.19	24.59	4.52	4.75	6.12	01/01/1998	1.11	1.02
Cohen & Steers Realty Shares Z	CSJZX	16.25	36.15	6.48	9.01	11.18	08/01/1991	0.84	0.80
Vanguard Health Care Adm	VGHAX	12.26	19.74	12.03	9.58	15.46	06/01/1984	0.30	0.30
Delaware Ivy Science and Technology R6	ISTNX	29.26	53.68	17.63	14.25	13.68	08/01/1997	0.84	0.84
T. Rowe Price Retirement 2010 I	TRPUX	10.31	18.89	6.23	5.71	7.10	10/01/2002	0.34	0.34
T. Rowe Price Retirement 2015 I	TRUBX	10.65	19.39	6.68	6.18	6.47	03/01/2004	0.35	0.35
T. Rowe Price Retirement 2020 I	TRDBX	11.02	20.10	7.20	6.74	8.11	10/01/2002	0.37	0.37
T. Rowe Price Retirement 2025 I	TREHX	11.64	21.22	7.93	7.33	7.30	03/01/2004	0.38	0.38
T. Rowe Price Retirement 2030 I	TRFHX	12.95	23.44	8.82	7.99	9.05	10/01/2002	0.40	0.40
T. Rowe Price Retirement 2035 I	TRFJX	14.43	25.86	9.78	8.60	8.06	03/01/2004	0.42	0.42
T. Rowe Price Retirement 2040 I	TRHDX	15.63	27.63	10.57	9.10	9.66	10/01/2002	0.43	0.43
T. Rowe Price Retirement 2045 I	TRIKX	16.52	28.82	11.17	9.44	8.62	06/01/2005	0.44	0.44
T. Rowe Price Retirement 2050 I	TRJLX	16.69	29.13	11.27	9.49	7.97	01/01/2007	0.45	0.45
T. Rowe Price Retirement 2055 I	TRJMX	16.87	29.28	11.25	9.47	7.95	01/01/2007	0.46	0.46
T. Rowe Price Retirement 2060 I	TRLNX	16.86	29.34	11.27	9.48	9.04	07/01/2014	0.46	0.46
T. Rowe Price Retirement 2065 I	TRMOX	16.74	29.15	-	-	12.47	11/01/2020	0.46	0.46
Vanguard LifeStrategy Income Inv	VASIX	6.85	14.87	2.59	3.57	5.62	10/01/1994	0.11	0.11
Vanguard LifeStrategy Cnsrv Gr Inv	VSCGX	9.58	18.82	5.06	5.24	6.57	10/01/1994	0.12	0.12
Vanguard LifeStrategy Growth Inv	VASGX	14.97	26.88	9.82	8.37	8.27	10/01/1994	0.14	0.14
PIMCO International Bond (USD-Hdg) Instl	PFORX	4.52	10.77	1.37	3.15	6.24	01/01/1993	0.75	0.75
JPMorgan High Yield R6	JHYUX	8.45	15.42	4.26	4.39	6.10	12/01/1998	0.60	0.50
Vanguard Total Bond Market Index Adm	VBTLX	4.41	11.40	0.31	1.82	5.20	01/01/1987	0.05	0.05
MFS Total Return Bond R6	MRBKX	5.42	12.90	1.15	2.33	4.46	02/01/1999	0.43	0.36
Lord Abbett Short Duration Income R6	LDLVX	5.07	8.07	2.25	2.49	3.89	12/01/1993	0.31	0.31
Transamerica Guaranteed Investment Option		2.89	3.81	-	-	3.78	08/01/2023	-	-
Ultra Aggressive Portfolio		**15.73**	**28.20**	**12.68**	**10.82**	**10.01**	**08/01/2008**	**-**	**-**
BNY Mellon Dynamic Value Fund Y	DRGYX	17.80	26.92	15.61	11.71	11.54	10/01/1995	0.64	0.64
Goldman Sachs Large Cap Gr Insghts R6	GLCUX	27.89	44.91	18.33	14.96	8.88	06/01/1997	0.59	0.55
Columbia Select Mid Cap Value Instl 3	CMVYX	17.01	31.99	12.23	9.38	9.82	12/01/2001	0.77	0.77
Delaware Ivy Mid Cap Growth R6	IGRFX	6.76	22.01	11.05	11.43	8.80	07/01/2000	0.86	0.68
Franklin Small Cap Value R6	FRCSX	11.28	24.89	10.42	9.18	9.39	04/01/1996	0.62	0.60

The actual net expense ratio is the current expenses being assessed by the fund and indicates that the fund's investment manager with respect to the investment sele management fee and/or provide reimbursements that reduce the Gross Expense Ratio. The waiver and/or reimbursements may be voluntary or contractual and ther important details regarding the fund's expense waiver/reimbursement arrangements, please see the fund prospectus. Please refer to the individual investment informa characteristics and comparative information.

Asset Allocation & Performance - Month End

As of September 30, 2024

	Ticker	Performance (%)						Expense Ratio Gross	Expense Ratio Net
		Year To Date	1 Year	5 Years	10 Years	Since Inception	Inception Date		
Delaware Ivy Small Cap Growth R6	IRGFX	13.87	22.08	8.26	9.62	11.30	10/01/1992	0.91	0.76
Columbia Overseas Value Inst3	COSYX	11.85	20.63	8.51	6.25	4.09	04/01/2008	0.84	0.78
ClearBridge International Growth IS	LMGPX	15.96	28.74	8.18	7.75	7.17	05/01/1995	0.71	0.71
Voya Multi-Manager International Sm Cp I	NAPIX	13.40	24.68	9.62	6.88	9.05	09/01/1994	1.33	1.20
Invesco Developing Markets R6	ODVIX	7.29	14.84	1.91	2.37	9.72	12/01/1996	0.88	0.88
Columbia Seligman Tech & Info Inst3	CCOYX	17.74	34.96	22.49	19.92	14.79	07/01/1983	0.85	0.85
Aggressive Portfolio		**11.45**	**21.14**	**9.43**	**8.43**	**-**	**11/01/2001**	**-**	**-**
JHancock Disciplined Value R6	JDVWX	16.65	26.92	12.60	9.85	9.07	02/01/1997	0.66	0.66
AB Large Cap Growth Z	APGZX	20.76	37.60	17.31	16.02	11.17	10/01/1992	0.53	0.52
Columbia Select Mid Cap Value Instl 3	CMVYX	17.01	31.99	12.23	9.38	9.82	12/01/2001	0.77	0.77
Delaware Ivy Mid Cap Growth R6	IGRFX	6.76	22.01	11.05	11.43	8.80	07/01/2000	0.86	0.68
Franklin Small Cap Value R6	FRCSX	11.28	24.89	10.42	9.18	9.39	04/01/1996	0.62	0.60
Delaware Ivy Small Cap Growth R6	IRGFX	13.87	22.08	8.26	9.62	11.30	10/01/1992	0.91	0.76
Columbia Overseas Value Inst3	COSYX	11.85	20.63	8.51	6.25	4.09	04/01/2008	0.84	0.78
ClearBridge International Growth IS	LMGPX	15.96	28.74	8.18	7.75	7.17	05/01/1995	0.71	0.71
Voya Multi-Manager International Sm Cp I	NAPIX	13.40	24.68	9.62	6.88	9.05	09/01/1994	1.33	1.20
Goldman Sachs Em Mkts Eq Insghts R6	GERUX	14.94	23.72	6.62	4.97	2.11	11/01/2007	1.14	1.05
Transamerica Guaranteed Investment Option		2.89	3.81	-	-	3.78	08/01/2023	-	-
Balanced Portfolio		**9.83**	**18.49**	**7.01**	**6.62**	**-**	**12/01/2007**	**-**	**-**
JHancock Disciplined Value R6	JDVWX	16.65	26.92	12.60	9.85	9.07	02/01/1997	0.66	0.66
AB Large Cap Growth Z	APGZX	20.76	37.60	17.31	16.02	11.17	10/01/1992	0.53	0.52
JPMorgan Mid Cap Value R6	JMVYX	14.81	28.85	10.25	9.01	11.67	12/01/1997	0.74	0.65
Pioneer Select Mid Cap Growth K	PSMKX	18.20	34.23	9.74	10.24	11.97	07/01/1993	0.69	0.69
JPMorgan Small Cap Value R6	JSVUX	10.52	26.26	10.52	8.10	10.27	02/01/1995	0.76	0.74
AB Small Cap Growth Z	QUAZX	18.89	31.38	10.35	11.23	10.36	03/01/1969	0.78	0.78
Columbia Overseas Value Inst3	COSYX	11.85	20.63	8.51	6.25	4.09	04/01/2008	0.84	0.78
ClearBridge International Growth IS	LMGPX	15.96	28.74	8.18	7.75	7.17	05/01/1995	0.71	0.71
Voya Multi-Manager International Sm Cp I	NAPIX	13.40	24.68	9.62	6.88	9.05	09/01/1994	1.33	1.20
MFS Global Real Estate R6	MGLRX	8.78	26.79	3.82	6.52	11.49	04/01/2009	0.86	0.85
Delaware Ivy Global Bond Fund Class R6	IVBDX	4.46	11.28	2.15	2.33	2.99	05/01/2008	0.73	0.59
JHancock Bond R6	JHBSX	5.62	13.13	1.12	2.58	6.69	12/01/1973	0.37	0.36
Transamerica Guaranteed Investment Option		2.89	3.81	-	-	3.78	08/01/2023	-	-
Moderate Portfolio		**8.47**	**14.35**	**6.97**	**5.86**	**-**	**06/01/2007**	**-**	**-**
BNY Mellon Dynamic Value Fund Y	DRGYX	17.80	26.92	15.61	11.71	11.54	10/01/1995	0.64	0.64
JPMorgan Growth Advantage R6	JGVVX	24.49	41.33	21.05	17.32	7.00	01/01/2000	0.64	0.55
MFS Mid Cap Value R6	MVCKX	16.79	30.08	12.03	10.09	9.49	09/01/2001	0.63	0.62
Delaware Ivy Mid Cap Growth R6	IGRFX	6.76	22.01	11.05	11.43	8.80	07/01/2000	0.86	0.68
Franklin Small Cap Value R6	FRCSX	11.28	24.89	10.42	9.18	9.39	04/01/1996	0.62	0.60
Delaware Ivy Small Cap Growth R6	IRGFX	13.87	22.08	8.26	9.62	11.30	10/01/1992	0.91	0.76
Columbia Overseas Value Inst3	COSYX	11.85	20.63	8.51	6.25	4.09	04/01/2008	0.84	0.78
ClearBridge International Growth IS	LMGPX	15.96	28.74	8.18	7.75	7.17	05/01/1995	0.71	0.71
JHancock Strategic Income Opps R6	JIPRX	4.97	11.68	2.53	2.94	5.00	05/01/2006	0.72	0.67
Pioneer Bond K	PBFKX	6.33	14.00	1.58	2.62	6.55	11/01/1978	0.36	0.36
Transamerica Guaranteed Investment Option		2.89	3.81	-	-	3.78	08/01/2023	-	-

The actual net expense ratio is the current expenses being assessed by the fund and indicates that the fund's investment manager with respect to the investment sele management fee and/or provide reimbursements that reduce the Gross Expense Ratio. The waiver and/or reimbursements may be voluntary or contractual and ther important details regarding the fund's expense waiver/reimbursement arrangements, please see the fund prospectus. Please refer to the individual investment informa characteristics and comparative information.

Asset Allocation & Performance - Month End

As of September 30, 2024

	Ticker	Performance (%)						Expense Ratio Gross	Expense Ratio Net
		Year To Date	1 Year	5 Years	10 Years	Since Inception	Inception Date		
Conservative Portfolio		**5.74**	**8.96**	**4.71**	**4.29**	**-**	**08/01/1997**	**-**	**-**
BNY Mellon Dynamic Value Fund Y	DRGYX	17.80	26.92	15.61	11.71	11.54	10/01/1995	0.64	0.64
AB Large Cap Growth Z	APGZX	20.76	37.60	17.31	16.02	11.17	10/01/1992	0.53	0.52
Columbia Overseas Value Inst3	COSYX	11.85	20.63	8.51	6.25	4.09	04/01/2008	0.84	0.78
ClearBridge International Growth IS	LMGPX	15.96	28.74	8.18	7.75	7.17	05/01/1995	0.71	0.71
Franklin US Government Secs R6	FGORX	3.91	10.81	-0.10	1.01	5.49	06/01/1970	0.52	0.51
PIMCO Short-Term Instl	PTSHX	4.65	6.14	2.73	2.34	4.02	11/01/1987	0.48	0.48
Transamerica Guaranteed Investment Option		2.89	3.81	-	-	3.78	08/01/2023	-	-
Fixed Income Portfolio		**3.58**	**5.26**	**2.36**	**2.18**	**-**	**09/01/1999**	**-**	**-**
Pioneer Strategic Income K	STRKX	7.70	15.70	2.85	3.35	5.75	05/01/1999	0.65	0.60
Pioneer Bond K	PBFKX	6.33	14.00	1.58	2.62	6.55	11/01/1978	0.36	0.36
PIMCO Short-Term Instl	PTSHX	4.65	6.14	2.73	2.34	4.02	11/01/1987	0.48	0.48
Invesco Senior Floating Rate R6	OOSIX	6.76	8.81	4.61	3.88	4.63	10/01/1999	0.74	0.74
Transamerica Guaranteed Investment Option		2.89	3.81	-	-	3.78	08/01/2023	-	-

The actual net expense ratio is the current expenses being assessed by the fund and indicates that the fund's investment manager with respect to the investment sele management fee and/or provide reimbursements that reduce the Gross Expense Ratio. The waiver and/or reimbursements may be voluntary or contractual and ther important details regarding the fund's expense waiver/reimbursement arrangements, please see the fund prospectus. Please refer to the individual investment informa characteristics and comparative information.

IMPORTANT DISCLOSURES:

You should consider the investment objectives, risks, and charges and expenses of the investment options carefully before investing. The prospectuses and other comparable documents contain this and other information about the investment options. They may be obtained by calling the Plan's record keeper - USI Consulting Group at (866) 305-8846 or by visiting the plan's participant Web Site at http://www.usicg.com/direct_solutions.asp. You should read the prospectuses and/or other comparable documents carefully before investing.

The performance data contained herein represents past performance, which does not guarantee future results. Investment returns and principal value will fluctuate so that shares, when redeemed, may be worth more or less than their original cost. Current performance may be lower or high than the performance data quoted. Please contact USI Consulting Group at (866) 305-8846 to obtain performance data current to the most recent month-end. All total returns for the funds listed assume the reinvestment of all dividends and capital gains distributions at net asset value when paid.

Furthermore, the total returns do not reflect the deduction of any initial sales charges as these charges are not applicable to eligible retirement plans. Had these sales charges been deducted, results would have been lower than shown. In certain circumstances, a back-end sales charge may be assessed upon redemption of shares within a particular timeframe. Please refer to the prospectus and/or statement of additional information for specific details. Please note that there are other charges and expenses that apply to the investment options, such as management fees, which are reflected in their net investment return. For certain investment options, the returns reflect subsidies and waivers, without which the results would have been lower than noted. These subsidies and waivers may not continue to remain in effect. Please note that certain funds will charge a redemption fee for short-term trading. The returns shown do not reflect short-term trading fees; if included, results would have been less than shown.

INVESTMENT RISKS:

Investing in mutual funds, which are intended as long-term investments, involves risk, including the possible loss of principal. It is important to understand that certain types of securities and/or investment strategies employed by mutual funds may expose an investor to additional inherent risks.

Investments in **foreign securities** are subject to special additional risks, including currency risk, political risk, and risk associated with varying accounting standards. Funds invested in **emerging markets** may accentuate these risks. **Sector funds** (those funds that invest exclusively in one sector or industry), such as technology or real estate stocks, are subject to substantial volatility due to adverse political, economic, or other developments and may carry additional risk resulting from lack of industry diversification. **Non-diversified** funds, which invest more of their assets in a single issuer, may experience substantial volatility due to the increased concentration of investments. Funds that invest in **small or mid-capitalization companies** may experience a greater degree of market volatility, and potential for business failure, than those of large-capitalization stocks and are riskier investments.

Bond funds have the same interest rate, inflation, and credit risks as associated with the underlying bonds owned by the fund. Generally, the value of bond funds rises when prevailing interest rates fall and falls when interest rates rise. Funds that invest in lower-rated debt securities, commonly referred to as **high yield or junk bonds**, have additional risks and may be subject to greater market fluctuations and risk of loss of income and principal (relative to higher-rated securities), due to the lower credit quality of the securities and increased risk of default. Bear in mind that higher return potential is accompanied by higher risk.

Diversification: Although diversification is not a guarantee against loss, it is an effective strategy to help you manage risk. There is no guarantee that a diversified portfolio will outperform a non-diversified portfolio. There are no assurances that your investment objectives will be achieved.

*Some investments made available by the Plan Sponsor (e.g., stable value funds, etc.) are structured either as collective trust funds or insurance company separate accounts, but are not mutual funds; consequently, they are not registered with or regulated by the U.S. Securities and Exchange Commission. Those established as collective trusts are typically operated and offered by banks and/or trust companies or their affiliates and are regulated by banking regulators. Those established as insurance company separate accounts are typically operated by insurance companies and are regulated by state insurance departments. For a copy of the investment's “Summary Information Booklet” and/or information flyer, please call USI Consulting Group at (866) 305-8846.

The **Model Portfolios identified in this report (if any) are not mutual funds or securities in and of themselves, rather they are asset allocation models comprised of several complementary investments: their individual performance and allocation as a percentage of the Model Portfolio are shown. The individual investments that comprise the Model Portfolios have not been made available by the Plan Sponsor for direct investment. The Gross Expense Ratio shown for each Model Portfolio reflects a blended average weighted expense ratio. Please note that each Model Portfolio’s performance figures have been adjusted to reflect the blended historical performance and expense ratio of the underlying investments *currently* within the portfolio. Actual performance of the Model Portfolios, which reflects changes in investments and/or allocations, is not shown or available.

ADDITIONAL DISCLOSURES

An investment in a money market fund is neither insured nor guaranteed by the Federal Deposit Insurance Corporation or any other government agency. Although a money market fund seeks to maintain the value of your investment at $1.00 per share, it is possible to lose money by investing in a money market fund. Keep in mind that a money market’s 7-day yield more closely reflects the current earnings of the money market fund than the total return quotations.

The Net Expense Ratio reflects the current expenses being assessed by the fund and indicates that the fund's investment manager with respect to the investment selection has agreed to waive a portion of their management fee and/or provide reimbursements that reduce the Gross Expense Ratio. The waiver and/or reimbursements may be voluntary or contractual and there is no guarantee that they will remain in effect. For important details regarding the fund's expense waiver/reimbursement arrangements, please see the fund prospectus.

Target Date Analysis

3Q 2024

PREPARED FOR

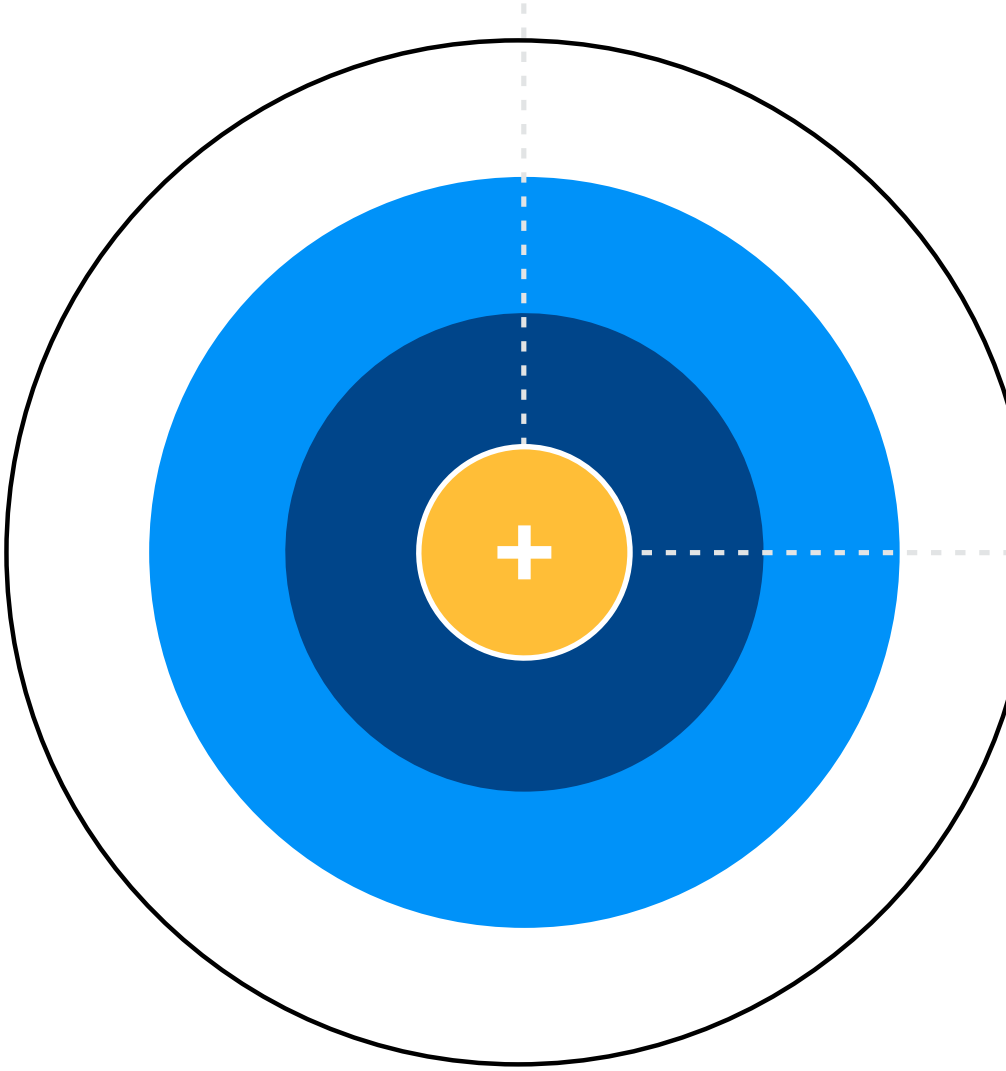
Sample Report

PREPARED BY

Edward Bronkhorst
USI Advisors, Inc.

TARGET DATE FUNDS

- American Funds Trgt Date Rtrmt
- T. Rowe Price Retirement
- Vanguard Target Retirement

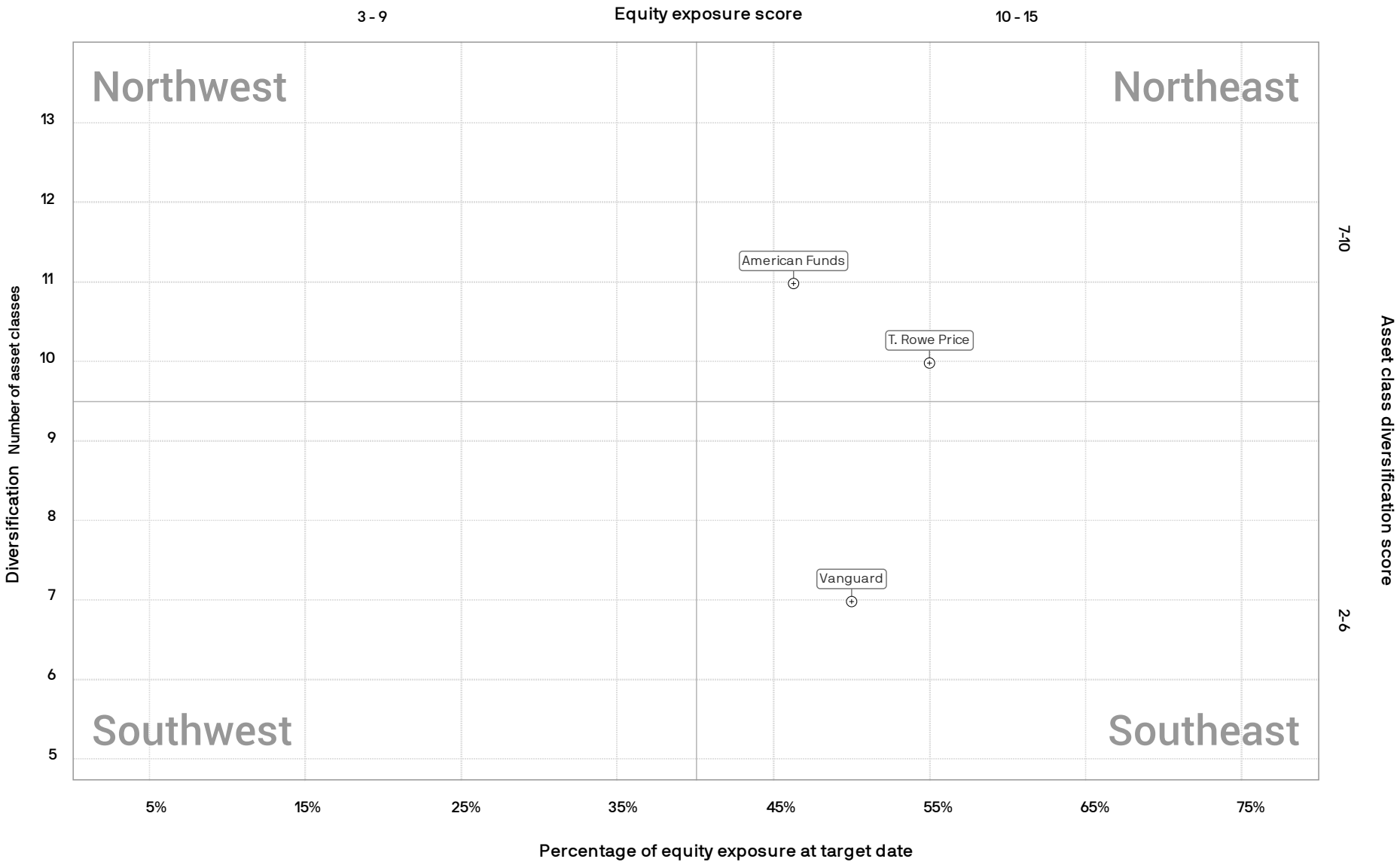


The fund companies displayed in this report appear based upon advisor request. References to specific mutual and commingled funds in this report are for illustrative purposes only and are not intended to be, and should not be interpreted as, recommendations. This report should not be relied on to make investment decisions. Please see additional disclosures on the last page of the document.

The performance data quoted represents past performance and is not a guarantee or prediction of future results. Investment returns and principal value of an investment will fluctuate so that shares or units when redeemed may be worth less than their original cost. Current performance may be lower or higher than the return data quoted herein. To obtain performance data current to the most recent month-end for JP Morgan funds, please visit www.jpmorganfunds.com or call 1-800-480-4111. To obtain performance data current to the most recent month-end for all other fund providers, please contact your financial representative.

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Quadrant map



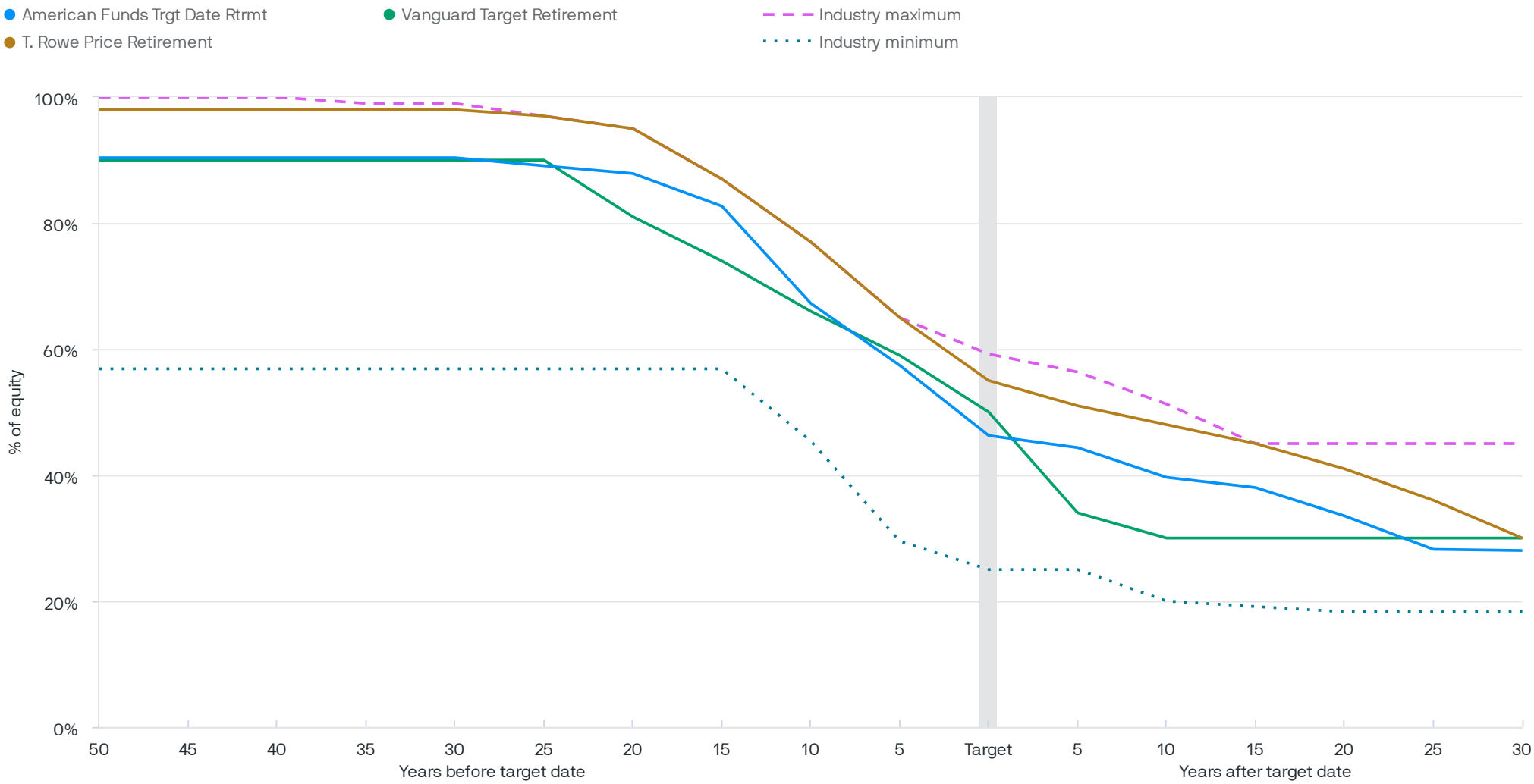
As of 09/30/2024, with the exception of Diversification (# of asset classes), which is as of 06/30/2024. © 2024 Morningstar, Inc. All Rights Reserved. Percentage of equity exposure at target date: Strategic allocation to non-fixed income asset classes at target date, typically age 65. Asset class diversification: Calculated using the target date funds' asset allocation breakdown to 12 J.P. Morgan-defined separate asset classes. The 12 asset classes include: U.S. large cap equity, U.S. mid cap equity, U.S. small cap equity, International equity, Emerging markets equity, REITs, Commodities, U.S. fixed income, High yield, U.S. TIPs, International fixed income and Emerging markets debt. If a selected mutual fund has less than 5 asset classes, the fund will not be depicted in the above chart. Please see Target Date Compass Methodology for additional information. Commingled fund information not shown due to lack of data availability. See Disclosure page for commingled fund details.

Asset class summary

Asset class	American Funds Trgt Date Rtrmt	T. Rowe Price Retirement	Vanguard Target Retirement
U.S. large cap	✓	✓	✓
U.S. mid cap	✓	✓	
U.S. small cap	✓	✓	
International equity	✓	✓	✓
Emerging markets equity	✓	✓	✓
U.S. fixed income	✓	✓	✓
U.S. TIPS	✓	✓	✓
High yield fixed income	✓	✓	✓
International fixed income	✓	✓	✓
Emerging markets debt	✓	✓	
REITs			
Commodities	✓		
Total # of asset classes	11	10	7

As of 06/30/2024 due to data release schedule. © 2024 Morningstar, Inc. All Rights Reserved. Asset class diversification: Calculated using the target date funds' asset allocation breakdown to 12 J.P. Morgan-defined separate asset classes. Please see Target Date Compass Methodology for additional information. Commingled fund information not shown due to lack of data availability. See Disclosure page for commingled fund details.

Equity glide path comparison



As of 09/30/2024, with the exception of Industry minimum and Industry maximum, which are as of 06/30/2024. © 2024 Morningstar, Inc. All Rights Reserved. Commingled fund information not shown due to lack of data availability. See Disclosure page for commingled fund details.

Target date series snapshot

	American Funds Trgt Date Rtrmt	T. Rowe Price Retirement	Vanguard Target Retirement
MUTUAL FUND ASSETS			
($mm) as of 09/30/2024	$319,064	$176,339	$709,445
Earliest inception date	02/01/2007	09/30/2002	10/27/2003
GLIDE PATH			
% of equity at target date	46.27%	55.0%	50.0%
% of equity at landing point	28.02%	30.0%	30.0%
Glide path end (age)	95	95	75
# of asset classes	11	10	7
Tactical	No	Yes	No
FUND STRUCTURE			
Fund of funds	Yes	Yes	Yes
Open architecture (%)	0%	0%	0%
Active exposure (%)	100%	89.64%	0%
UNDERLYING FUND INFORMATION			
# of underlying funds	29	26	5
Average manager tenure (years)	19.98	6.16	20.38
Longest manager tenure (years)	32.57	32.08	29.58

As of 09/30/2024, with the exception of # of asset classes, Tactical, Open architecture (%), Active exposure (%), Average manager tenure (years) and Longest manager tenure (years), which are as of 06/30/2024. © 2024 Morningstar, Inc. All Rights Reserved. Underlying manager tenure data excluded for target date series that do not invest in mutual funds. Commingled fund information not shown due to lack of data availability. See Disclosure page for commingled fund details.

Trailing performance & rankings

Top decile ● ● ● ● ● ● ● ● ● ● Bottom decile

Target date fund name	YTD		1 year		3 year		5 year		10 year		15 year		Since inc return	Inception date
	Total return	% rank in cat	Total return	% rank in cat	Total return	% rank in cat	Total return	% rank in cat	Total return	% rank in cat	Total return	% rank in cat		
US FUND TARGET-DATE RETIREMENT														
Vanguard Target Retirement Income Fund	8.27	69	16.22	63	2.19	50	4.45	56	4.51	40	5.32	26	5.09	10/27/2003
TOTAL FUNDS IN CATEGORY	—	*151*	—	*151*	—	*142*	—	*126*	—	*81*	—	*63*	—	—
S&P Target Date Retirement Income TR USD*	**8.81**	—	**16.86**	—	**2.84**	—	**4.68**	—	**4.52**	—	**5.15**	—	**4.56**	**12/29/2000**
US FUND TARGET-DATE 2000-2010														
American Funds 2010 Trgt Date Retire R6	10.15	8	18.61	9	4.14	1	6.16	2	5.60	1	6.78	2	5.29	02/01/2007
T. Rowe Price Retirement 2005 I	9.82	18	18.11	22	2.76	25	5.77	12	5.32	14	6.27	34	5.72	02/27/2004
T. Rowe Price Retirement 2010 I	10.31	2	18.89	5	3.01	14	6.23	2	5.71	1	6.80	1	7.10	09/30/2002
TOTAL FUNDS IN CATEGORY	—	*97*	—	*95*	—	*87*	—	*80*	—	*46*	—	*28*	—	—
S&P Target Date 2010 TR USD*	**9.03**	—	**17.12**	—	**3.10**	—	**5.31**	—	**5.06**	—	**5.86**	—	**4.78**	**12/29/2000**
US FUND TARGET-DATE 2015														
American Funds 2015 Trgt Date Retire R6	10.49	5	19.37	4	4.20	1	6.55	3	5.94	1	7.19	2	5.59	02/01/2007
T. Rowe Price Retirement 2015 I	10.65	2	19.39	4	3.23	11	6.68	2	6.18	1	7.45	1	6.47	02/27/2004
TOTAL FUNDS IN CATEGORY	—	*114*	—	*113*	—	*105*	—	*95*	—	*51*	—	*35*	—	—
S&P Target Date 2015 TR USD*	**9.39**	—	**17.79**	—	**3.32**	—	**5.75**	—	**5.51**	—	**6.49**	—	**5.06**	**12/29/2000**
US FUND TARGET-DATE 2020														
American Funds 2020 Trgt Date Retire R6	11.05	1	20.50	8	4.42	1	6.98	9	6.39	2	7.76	4	5.90	02/01/2007
T. Rowe Price Retirement 2020 I	11.02	3	20.10	18	3.44	13	7.20	4	6.74	1	8.11	1	8.11	09/30/2002
Vanguard Target Retirement 2020 Fund	9.49	74	18.25	70	2.86	44	6.01	49	5.99	36	7.31	32	6.19	06/07/2006
TOTAL FUNDS IN CATEGORY	—	*146*	—	*145*	—	*136*	—	*126*	—	*72*	—	*44*	—	—
S&P Target Date 2020 TR USD*	**10.19**	—	**19.05**	—	**3.73**	—	**6.16**	—	**5.93**	—	**7.04**	—	**5.29**	**12/29/2000**

Benchmark

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Trailing performance & rankings

Top decile ● ● ● ● ● ● ● ● ● ● Bottom decile

Target date fund name	YTD		1 year		3 year		5 year		10 year		15 year		Since inc return	Inception date
	Total return	% rank in cat	Total return	% rank in cat	Total return	% rank in cat	Total return	% rank in cat	Total return	% rank in cat	Total return	% rank in cat		
US FUND TARGET-DATE 2025														
American Funds 2025 Trgt Date Retire R6	11.40	15	21.39	18	4.39	4	7.81	2	7.07	4	8.65	1	6.55	02/01/2007
T. Rowe Price Retirement 2025 I	11.64	11	21.22	21	3.68	19	7.93	1	7.33	1	8.73	1	7.30	02/27/2004
Vanguard Target Retirement 2025 Fund	11.26	26	21.13	24	3.68	19	7.09	28	6.74	22	8.02	19	6.83	10/27/2003
TOTAL FUNDS IN CATEGORY	—	*207*	—	*206*	—	*197*	—	*173*	—	*111*	—	*64*	—	—
S&P Target Date 2025 TR USD*	**10.65**	—	**19.81**	—	**4.09**	—	**7.01**	—	**6.55**	—	**7.69**	—	**5.62**	**12/29/2000**
US FUND TARGET-DATE 2030														
American Funds 2030 Trgt Date Retire R6	12.58	19	23.58	13	5.03	5	8.87	1	8.01	1	9.45	1	7.23	02/01/2007
T. Rowe Price Retirement 2030 I	12.95	6	23.44	19	4.22	27	8.82	2	7.99	2	9.38	4	9.05	09/30/2002
Vanguard Target Retirement 2030 Fund	12.54	23	23.27	25	4.40	21	8.04	35	7.35	30	8.63	21	6.98	06/07/2006
TOTAL FUNDS IN CATEGORY	—	*210*	—	*209*	—	*199*	—	*173*	—	*108*	—	*64*	—	—
S&P Target Date 2030 TR USD*	**12.07**	—	**22.17**	—	**4.95**	—	**8.10**	—	**7.28**	—	**8.37**	—	**5.94**	**12/29/2000**
US FUND TARGET-DATE 2035														
American Funds 2035 Trgt Date Retire R6	14.16	15	26.15	6	5.75	8	10.39	1	9.06	1	10.18	1	7.83	02/01/2007
T. Rowe Price Retirement 2035 I	14.43	7	25.86	18	4.91	38	9.78	10	8.60	6	9.92	8	8.05	02/27/2004
Vanguard Target Retirement 2035 Fund	13.61	47	24.76	58	5.07	29	8.95	46	7.93	39	9.21	24	7.70	10/27/2003
TOTAL FUNDS IN CATEGORY	—	*206*	—	*205*	—	*191*	—	*167*	—	*108*	—	*61*	—	—
S&P Target Date 2035 TR USD*	**13.57**	—	**24.56**	—	**5.81**	—	**9.25**	—	**8.03**	—	**9.02**	—	**6.27**	**12/29/2000**

Benchmark

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Trailing performance & rankings

Top decile ● ● ● ● ● ● ● ● ● ● Bottom decile

Target date fund name	YTD Total return	YTD % rank in cat	1 year Total return	1 year % rank in cat	3 year Total return	3 year % rank in cat	5 year Total return	5 year % rank in cat	10 year Total return	10 year % rank in cat	15 year Total return	15 year % rank in cat	Since inc return	Inception date
US FUND TARGET-DATE 2040														
American Funds 2040 Trgt Date Retire R6	15.82	12	28.87	8	6.55	8	11.41	5	9.67	1	10.61	1	8.19	02/01/2007
T. Rowe Price Retirement 2040 I	15.63	17	27.63	27	5.45	59	10.57	15	9.10	10	10.33	8	9.65	09/30/2002
Vanguard Target Retirement 2040 Fund	14.61	63	26.33	64	5.75	45	9.85	51	8.49	45	9.69	29	7.72	06/07/2006
TOTAL FUNDS IN CATEGORY	—	*204*	—	*203*	—	*194*	—	*168*	—	*108*	—	*64*	—	—
S&P Target Date 2040 TR USD*	**14.91**	—	**26.62**	—	**6.63**	—	**10.17**	—	**8.61**	—	**9.52**	—	**6.54**	**12/29/2000**
US FUND TARGET-DATE 2045														
American Funds 2045 Trgt Date Retire R6	16.31	24	29.73	12	6.69	23	11.66	8	9.86	1	10.74	1	8.29	02/01/2007
T. Rowe Price Retirement 2045 I	16.52	17	28.82	38	5.94	63	11.17	17	9.44	7	10.56	8	8.61	05/31/2005
Vanguard Target Retirement 2045 Fund	15.60	63	27.82	62	6.39	47	10.74	39	8.97	37	10.02	24	8.42	10/27/2003
TOTAL FUNDS IN CATEGORY	—	*201*	—	*200*	—	*191*	—	*167*	—	*108*	—	*60*	—	—
S&P Target Date 2045 TR USD*	**15.76**	—	**27.95**	—	**7.17**	—	**10.75**	—	**8.97**	—	**9.84**	—	**7.80**	**05/31/2005**
US FUND TARGET-DATE 2050														
American Funds 2050 Trgt Date Retire R6	16.43	43	30.07	18	6.56	43	11.71	3	9.91	1	10.78	1	8.32	02/01/2007
T. Rowe Price Retirement 2050 I	16.69	31	29.13	46	6.09	62	11.27	22	9.49	10	10.59	4	7.96	12/29/2006
Vanguard Target Retirement 2050 Fund	16.36	49	28.91	54	6.83	34	11.05	35	9.13	32	10.12	24	8.09	06/07/2006
TOTAL FUNDS IN CATEGORY	—	*202*	—	*201*	—	*192*	—	*168*	—	*108*	—	*50*	—	—
S&P Target Date 2050 TR USD*	**16.25**	—	**28.68**	—	**7.45**	—	**11.06**	—	**9.18**	—	**10.04**	—	**7.78**	**05/31/2006**

Benchmark

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Trailing performance & rankings

Top decile ● ● ● ● ● ● ● ● ● ● Bottom decile

Target date fund name	YTD Total return	YTD % rank in cat	1 year Total return	1 year % rank in cat	3 year Total return	3 year % rank in cat	5 year Total return	5 year % rank in cat	10 year Total return	10 year % rank in cat	15 year Total return	15 year % rank in cat	Since inc return	Inception date
US FUND TARGET-DATE 2055														
American Funds 2055 Trgt Date Retire R6	16.58	43	30.36	13	6.49	47	11.67	10	9.89	1	—	—	10.82	02/01/2010
T. Rowe Price Retirement 2055 I	16.87	27	29.28	47	6.10	65	11.25	28	9.47	13	10.58	1	7.95	12/29/2006
Vanguard Target Retirement 2055 Fund	16.37	56	28.92	61	6.84	36	11.05	40	9.11	38	—	—	10.41	08/18/2010
TOTAL FUNDS IN CATEGORY	—	*201*	—	*200*	—	*191*	—	*167*	—	*102*	—	*10*	—	—
S&P Target Date 2055 TR USD*	**16.35**	—	**28.82**	—	**7.50**	—	**11.14**	—	**9.26**	—	**10.16**	—	**7.09**	**05/31/2007**
US FUND TARGET-DATE 2060														
American Funds 2060 Trgt Date Retire R6	16.60	42	30.49	14	6.45	54	11.65	13	—	—	—	—	9.91	03/27/2015
T. Rowe Price Retirement 2060 I	16.86	32	29.34	47	6.10	64	11.27	34	9.48	20	—	—	9.03	06/23/2014
Vanguard Target Retirement 2060 Fund	16.37	56	28.93	62	6.84	39	11.05	45	9.11	61	—	—	10.24	01/19/2012
TOTAL FUNDS IN CATEGORY	—	*200*	—	*199*	—	*190*	—	*159*	—	*26*	—	—	—	—
S&P Target Date 2060 TR USD*	**16.42**	—	**28.90**	—	**7.53**	—	**11.18**	—	**9.32**	—	—	—	**10.48**	**05/28/2010**
US FUND TARGET-DATE 2065+														
American Funds 2065 Trgt Date Retire R6	16.60	47	30.43	17	6.46	57	—	—	—	—	—	—	16.15	03/27/2020
T. Rowe Price Retirement 2065 I	16.74	37	29.15	55	6.13	67	—	—	—	—	—	—	10.66	10/13/2020
Vanguard Target Retirement 2065 Fund	16.39	63	28.95	66	6.87	40	11.04	63	—	—	—	—	9.82	07/12/2017
Vanguard Target Retirement 2070 Fund	16.37	67	28.98	63	—	—	—	—	—	—	—	—	16.56	06/28/2022
TOTAL FUNDS IN CATEGORY	—	*196*	—	*195*	—	*148*	—	*30*	—	—	—	—	—	—
S&P Target Date 2065+ TR USD*	**16.69**	—	**29.29**	—	**7.69**	—	**11.29**	—	—	—	—	—	**10.77**	**05/31/2016**

Benchmark

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Calendar year performance

	Total return														
Target date fund name	**2023**	**2022**	**2021**	**2020**	**2019**	**2018**	**2017**	**2016**	**2015**	**2014**	**2013**	**2012**	**2011**	**2010**	**2009**
US FUND TARGET-DATE RETIREMENT															
Vanguard Target Retirement Income Fund	10.74	-12.74	5.25	10.02	13.16	-1.99	8.47	5.25	-0.17	5.54	5.87	8.23	5.25	9.39	14.28
S&P Target Date Retirement Income TR USD*	**10.35**	**-11.17**	**5.11**	**8.81**	**13.33**	**-2.54**	**8.54**	**5.01**	**-0.18**	**4.86**	**6.28**	**7.51**	**3.98**	**9.09**	**11.37**
US FUND TARGET-DATE 2000-2010															
American Funds 2010 Trgt Date Retire R6	8.67	-9.15	9.32	9.25	13.88	-2.49	10.41	7.45	-0.84	6.79	12.55	10.51	3.71	9.98	23.79
T. Rowe Price Retirement 2005 I	11.96	-13.66	8.05	11.24	15.08	-3.26	10.67	6.72	-0.75	4.72	9.74	11.35	1.43	11.51	24.55
T. Rowe Price Retirement 2010 I	12.49	-14.00	8.75	11.90	16.16	-3.61	11.66	7.11	-0.76	4.99	11.93	12.44	0.54	12.70	27.95
S&P Target Date 2010 TR USD*	**10.79**	**-11.44**	**6.54**	**9.95**	**14.30**	**-3.10**	**9.95**	**5.82**	**-0.21**	**5.07**	**9.42**	**8.94**	**2.61**	**10.56**	**14.61**
US FUND TARGET-DATE 2015															
American Funds 2015 Trgt Date Retire R6	9.57	-10.25	10.27	9.96	14.94	-2.72	11.19	7.55	-0.62	6.64	15.72	11.58	2.31	10.21	25.04
T. Rowe Price Retirement 2015 I	12.90	-14.17	9.54	12.57	17.40	-4.17	13.34	7.31	-0.58	5.37	15.18	13.81	-0.32	13.79	31.35
S&P Target Date 2015 TR USD*	**11.38**	**-12.16**	**8.01**	**10.28**	**15.40**	**-3.67**	**11.39**	**6.56**	**-0.16**	**5.49**	**12.16**	**10.32**	**1.53**	**11.85**	**17.48**
US FUND TARGET-DATE 2020															
American Funds 2020 Trgt Date Retire R6	10.46	-11.01	10.64	10.99	15.59	-2.69	12.87	7.05	0.19	6.74	18.71	12.98	1.10	11.30	27.25
T. Rowe Price Retirement 2020 I	13.54	-14.66	10.47	13.19	19.37	-4.94	15.74	7.41	-0.31	5.63	18.05	15.01	-1.20	14.74	34.19
Vanguard Target Retirement 2020 Fund	12.51	-14.15	8.17	12.04	17.63	-4.24	14.08	6.95	-0.68	7.11	15.85	12.35	0.60	13.12	23.10
S&P Target Date 2020 TR USD*	**12.32**	**-12.81**	**8.76**	**10.24**	**16.52**	**-4.16**	**12.80**	**7.22**	**-0.19**	**5.67**	**14.76**	**11.48**	**0.58**	**12.93**	**19.95**
US FUND TARGET-DATE 2025															
American Funds 2025 Trgt Date Retire R6	11.94	-12.74	11.44	13.67	17.85	-3.47	15.32	7.36	0.13	6.66	23.76	15.58	-0.97	12.68	29.71
T. Rowe Price Retirement 2025 I	14.60	-15.67	11.88	14.69	20.95	-5.62	17.68	7.55	-0.17	5.84	20.78	16.00	-2.06	15.37	36.29
Vanguard Target Retirement 2025 Fund	14.55	-15.55	9.80	13.30	19.63	-5.15	15.94	7.48	-0.85	7.17	18.14	13.29	-0.37	13.84	24.81
S&P Target Date 2025 TR USD*	**12.99**	**-13.13**	**10.67**	**11.22**	**18.38**	**-5.02**	**14.55**	**7.82**	**-0.25**	**5.56**	**17.03**	**12.51**	**-0.28**	**13.82**	**22.03**

**Benchmark*

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Calendar year performance

	Total return														
Target date fund name	**2023**	**2022**	**2021**	**2020**	**2019**	**2018**	**2017**	**2016**	**2015**	**2014**	**2013**	**2012**	**2011**	**2010**	**2009**
US FUND TARGET-DATE 2030															
American Funds 2030 Trgt Date Retire R6	14.52	-14.50	13.16	15.16	20.06	-4.16	18.40	7.71	0.47	7.06	25.64	16.49	-1.82	13.15	31.19
T. Rowe Price Retirement 2030 I	16.28	-16.98	13.55	15.90	22.48	-6.28	19.45	7.69	-0.02	6.05	23.09	16.82	-2.70	16.01	37.99
Vanguard Target Retirement 2030 Fund	16.03	-16.27	11.38	14.10	21.07	-5.86	17.52	7.85	-1.03	7.17	20.49	14.24	-1.27	14.43	26.72
S&P Target Date 2030 TR USD*	**14.80**	**-13.96**	**12.61**	**11.91**	**20.38**	**-5.99**	**16.19**	**8.35**	**-0.30**	**5.64**	**19.14**	**13.43**	**-1.17**	**14.52**	**23.70**
US FUND TARGET-DATE 2035															
American Funds 2035 Trgt Date Retire R6	16.90	-16.24	15.54	17.55	23.29	-5.14	21.04	8.00	0.59	7.02	25.97	16.64	-2.13	13.06	31.81
T. Rowe Price Retirement 2035 I	18.17	-18.04	15.08	17.05	23.70	-6.87	20.88	7.64	0.13	6.07	24.86	17.35	-3.26	16.34	39.04
Vanguard Target Retirement 2035 Fund	17.14	-16.62	12.96	14.79	22.44	-6.58	19.12	8.26	-1.26	7.24	22.82	15.16	-2.24	15.14	28.17
S&P Target Date 2035 TR USD*	**16.63**	**-14.99**	**14.93**	**12.79**	**22.18**	**-6.88**	**17.78**	**8.85**	**-0.35**	**5.69**	**20.84**	**14.12**	**-1.71**	**15.02**	**24.99**
US FUND TARGET-DATE 2040															
American Funds 2040 Trgt Date Retire R6	19.33	-17.55	16.83	18.77	24.40	-5.52	21.97	8.17	0.58	6.96	26.66	16.71	-2.28	13.01	31.89
T. Rowe Price Retirement 2040 I	19.60	-18.86	16.35	18.11	24.68	-7.32	22.02	7.63	0.17	6.18	25.93	17.55	-3.49	16.51	39.07
Vanguard Target Retirement 2040 Fund	18.34	-16.98	14.56	15.47	23.86	-7.32	20.71	8.73	-1.59	7.15	24.37	15.56	-2.55	15.17	28.32
S&P Target Date 2040 TR USD*	**18.16**	**-15.56**	**16.55**	**13.37**	**23.37**	**-7.41**	**18.87**	**9.23**	**-0.40**	**5.69**	**22.10**	**14.69**	**-2.17**	**15.38**	**25.97**
US FUND TARGET-DATE 2045															
American Funds 2045 Trgt Date Retire R6	20.15	-18.18	17.18	19.21	24.68	-5.58	22.44	8.27	0.64	7.09	26.51	16.80	-2.29	12.98	32.03
T. Rowe Price Retirement 2045 I	20.48	-19.11	17.20	18.65	25.39	-7.57	22.41	7.69	0.17	6.14	25.93	17.62	-3.47	16.44	39.10
Vanguard Target Retirement 2045 Fund	19.48	-17.36	16.16	16.30	24.94	-7.90	21.42	8.87	-1.57	7.16	24.37	15.58	-2.51	15.19	28.15
S&P Target Date 2045 TR USD*	**19.14**	**-15.84**	**17.52**	**13.66**	**24.02**	**-7.74**	**19.56**	**9.54**	**-0.46**	**5.67**	**23.14**	**15.15**	**-2.56**	**15.62**	**26.40**

**Benchmark*

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Calendar year performance

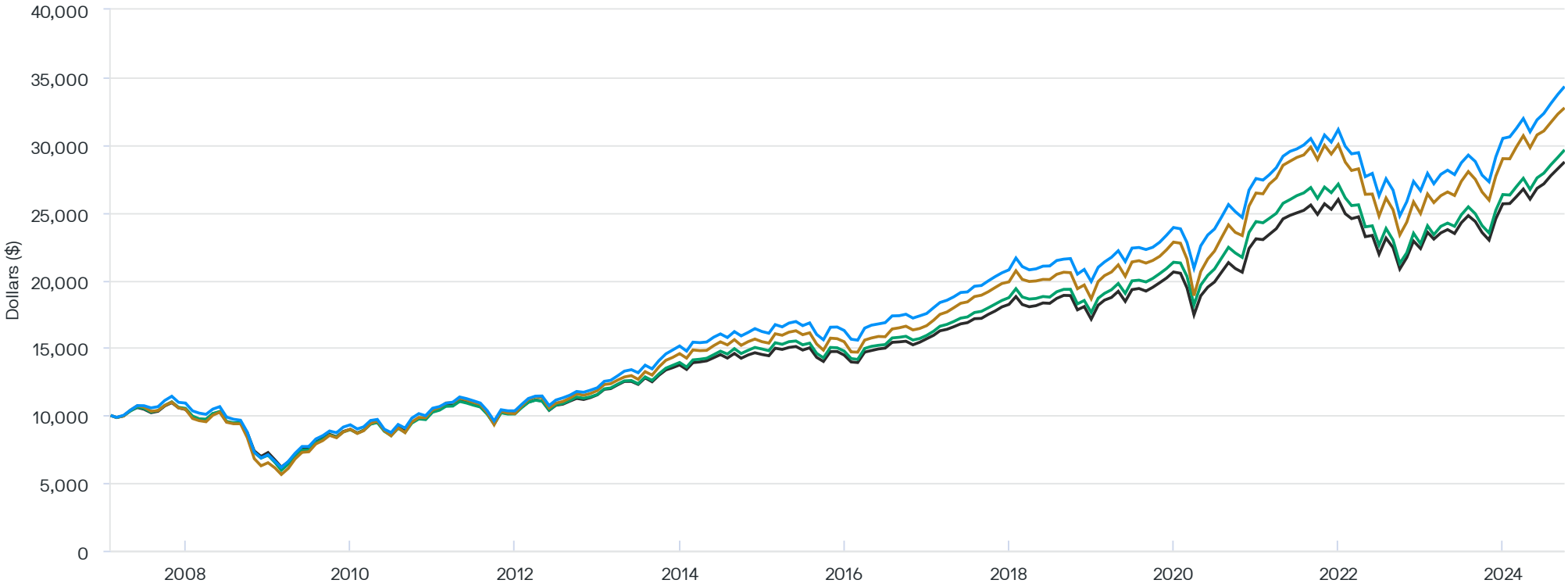
	Total return														
Target date fund name	2023	2022	2021	2020	2019	2018	2017	2016	2015	2014	2013	2012	2011	2010	2009
US FUND TARGET-DATE 2050															
American Funds 2050 Trgt Date Retire R6	20.83	-18.89	17.27	19.42	25.04	-5.61	22.61	8.33	0.65	7.02	26.65	16.72	-2.28	13.07	31.86
T. Rowe Price Retirement 2050 I	20.81	-19.17	17.35	18.68	25.32	-7.58	22.38	7.71	0.19	6.19	25.90	17.55	-3.36	16.41	38.92
Vanguard Target Retirement 2050 Fund	20.17	-17.46	16.41	16.39	24.98	-7.90	21.39	8.85	-1.58	7.18	24.34	15.58	-2.54	15.20	28.31
S&P Target Date 2050 TR USD*	**19.58**	**-15.97**	**17.99**	**13.86**	**24.35**	**-7.94**	**20.18**	**9.74**	**-0.47**	**5.69**	**24.13**	**15.49**	**-2.87**	**15.62**	**26.40**
US FUND TARGET-DATE 2055															
American Funds 2055 Trgt Date Retire R6	21.40	-19.50	17.28	19.39	25.09	-5.65	22.63	8.30	0.63	7.01	26.59	16.76	-2.29	—	—
T. Rowe Price Retirement 2055 I	20.78	-19.24	17.29	18.55	25.38	-7.62	22.33	7.73	0.18	6.18	25.86	17.60	-3.35	16.41	38.97
Vanguard Target Retirement 2055 Fund	20.16	-17.46	16.44	16.32	24.98	-7.89	21.38	8.88	-1.72	7.19	24.33	15.58	-2.27	—	—
S&P Target Date 2055 TR USD*	**19.62**	**-15.97**	**18.19**	**13.86**	**24.48**	**-7.97**	**20.48**	**9.94**	**-0.54**	**5.64**	**24.96**	**15.81**	**-2.87**	**15.62**	**26.40**
US FUND TARGET-DATE 2060															
American Funds 2060 Trgt Date Retire R6	21.61	-19.66	17.19	19.44	25.01	-5.64	22.49	8.41	—	—	—	—	—	—	—
T. Rowe Price Retirement 2060 I	20.85	-19.28	17.41	18.47	25.37	-7.57	22.29	7.63	0.24	—	—	—	—	—	—
Vanguard Target Retirement 2060 Fund	20.18	-17.46	16.44	16.32	24.96	-7.87	21.36	8.84	-1.68	7.16	24.35	—	—	—	—
S&P Target Date 2060 TR USD*	**19.74**	**-16.01**	**18.05**	**13.99**	**24.73**	**-7.95**	**20.75**	**10.08**	**-0.66**	**5.64**	**24.96**	**15.81**	**-2.87**	**—**	**—**
US FUND TARGET-DATE 2065+															
American Funds 2065 Trgt Date Retire R6	21.55	-19.64	17.32	—	—	—	—	—	—	—	—	—	—	—	—
T. Rowe Price Retirement 2065 I	20.84	-19.27	18.18	—	—	—	—	—	—	—	—	—	—	—	—
Vanguard Target Retirement 2065 Fund	20.15	-17.39	16.46	16.17	24.96	-7.95	—	—	—	—	—	—	—	—	—
Vanguard Target Retirement 2070 Fund	20.24	—	—	—	—	—	—	—	—	—	—	—	—	—	—
S&P Target Date 2065+ TR USD*	**19.84**	**-15.95**	**18.17**	**13.99**	**24.73**	**-7.95**	**20.75**	**—**	**—**	**—**	**—**	**—**	**—**	**—**	**—**

**Benchmark*

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Growth of $10,000 | 2030 funds

02/02/2007 - 09/30/2024



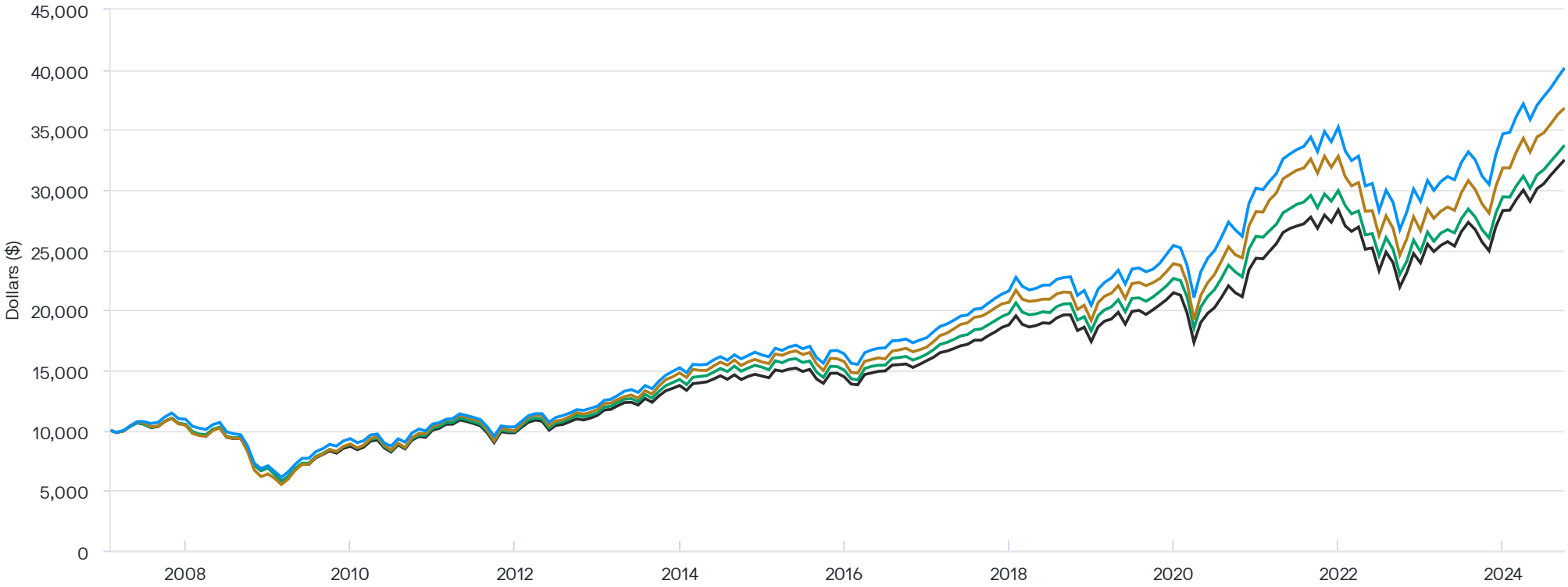
Target date fund name	Cumulative total return	Annualized total return	Ending value
American Funds Trgt Date Rtrmt	243.17%	7.23%	$34,317
T. Rowe Price Retirement	227.39%	6.95%	$32,739
Vanguard Target Retirement	196.33%	6.34%	$29,633
S&P Target Date 2030*	**187.40%**	**6.16%**	**$28,741**

*Benchmark

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Growth of $10,000 | 2040 funds

02/02/2007 - 09/30/2024



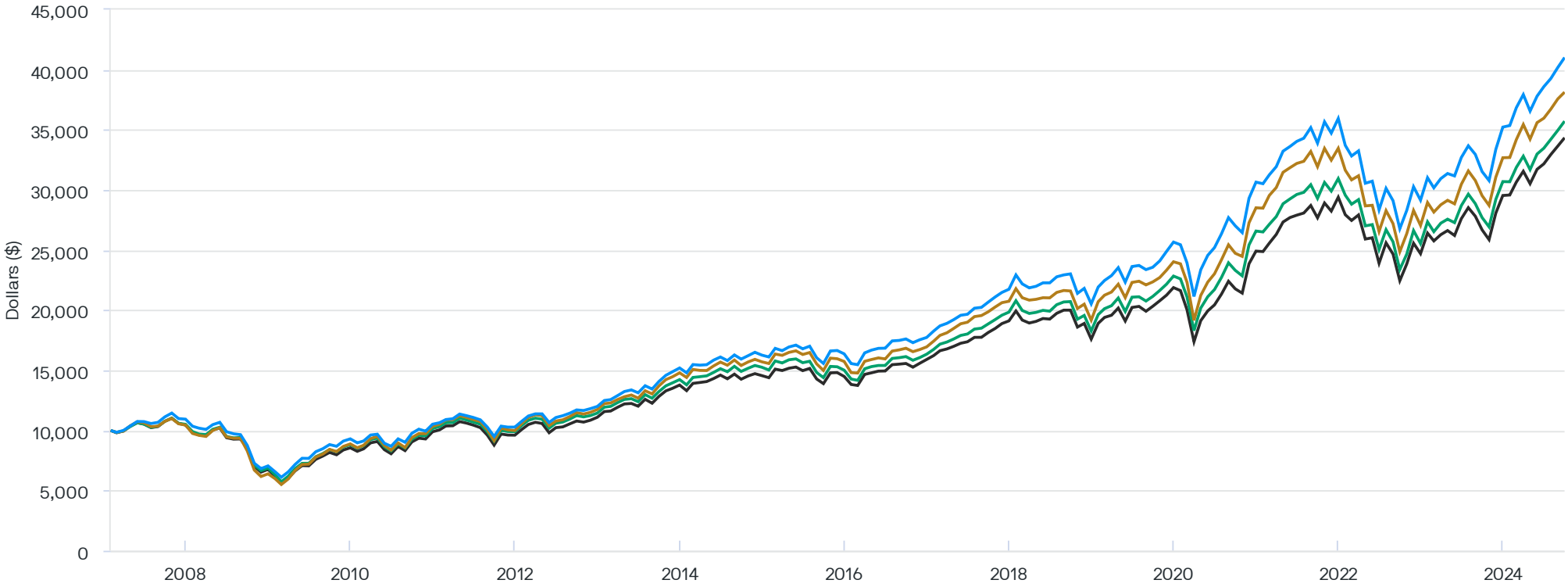
Target date fund name	Cumulative total return	Annualized total return	Ending value
American Funds Trgt Date Rtrmt	301.54%	8.19%	$40,154
T. Rowe Price Retirement	268.17%	7.66%	$36,817
Vanguard Target Retirement	237.28%	7.13%	$33,728
S&P Target Date 2040*	**225.07%**	**6.90%**	**$32,507**

*Benchmark

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Growth of $10,000 | 2050 funds

02/02/2007 - 09/30/2024



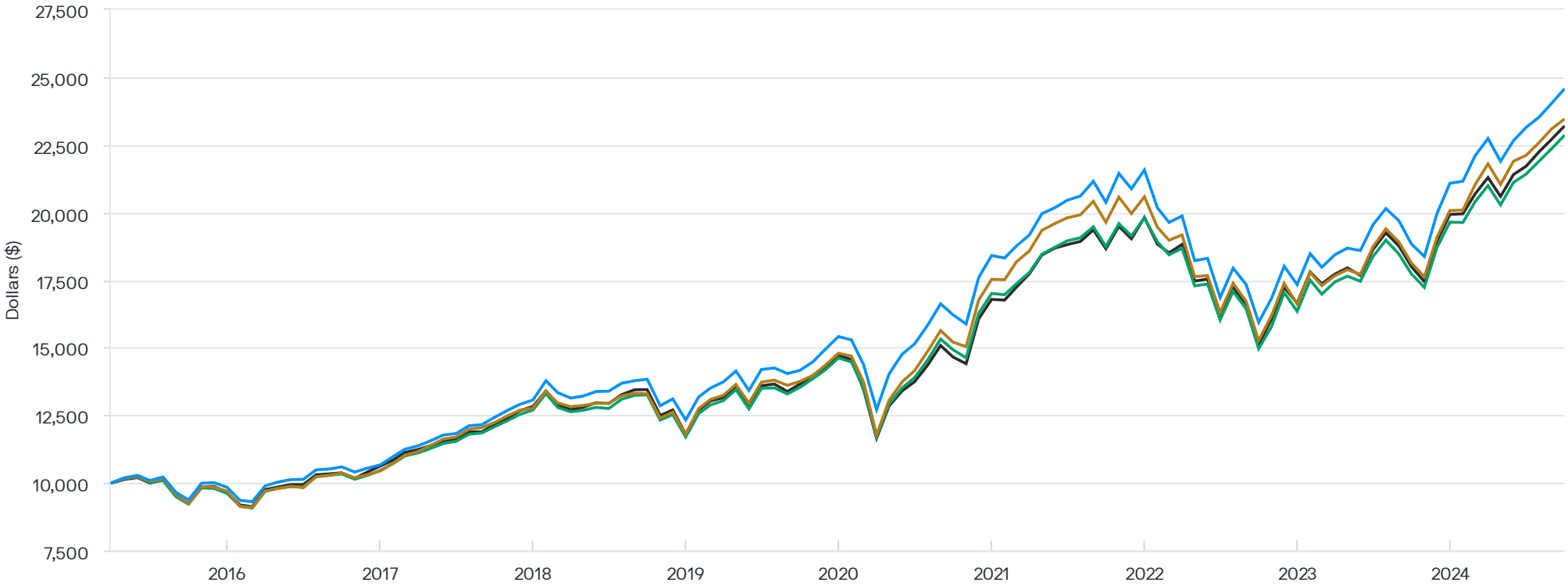
Target date fund name	Cumulative total return	Annualized total return	Ending value
American Funds Trgt Date Rtrmt	310.16%	8.32%	$41,016
T. Rowe Price Retirement	281.37%	7.87%	$38,137
Vanguard Target Retirement	257.21%	7.47%	$35,721
S&P Target Date 2050*	**243.44%**	**7.24%**	**$34,344**

*Benchmark

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Growth of $10,000 | 2060 funds

03/28/2015 - 09/30/2024



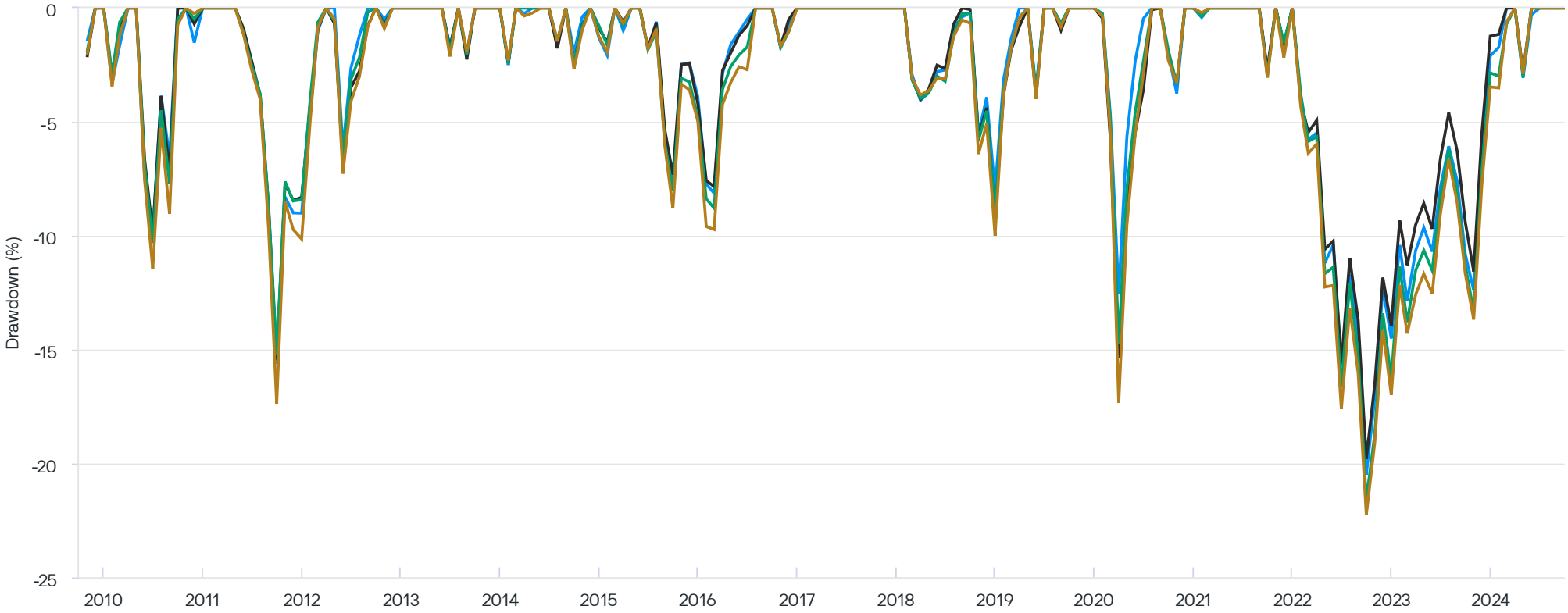
Target date fund name	Cumulative total return	Annualized total return	Ending value
American Funds Trgt Date Rtrmt	145.77%	9.91%	$24,577
T. Rowe Price Retirement	134.57%	9.37%	$23,457
Vanguard Target Retirement	128.58%	9.08%	$22,858
S&P Target Date 2060*	**132.00%**	**9.25%**	**$23,200**

*Benchmark

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Drawdown | 2030 funds

Time period (line graph): 10/01/2009 - 09/30/2024 | Time period (table): Since common performance start date: 02/02/2007



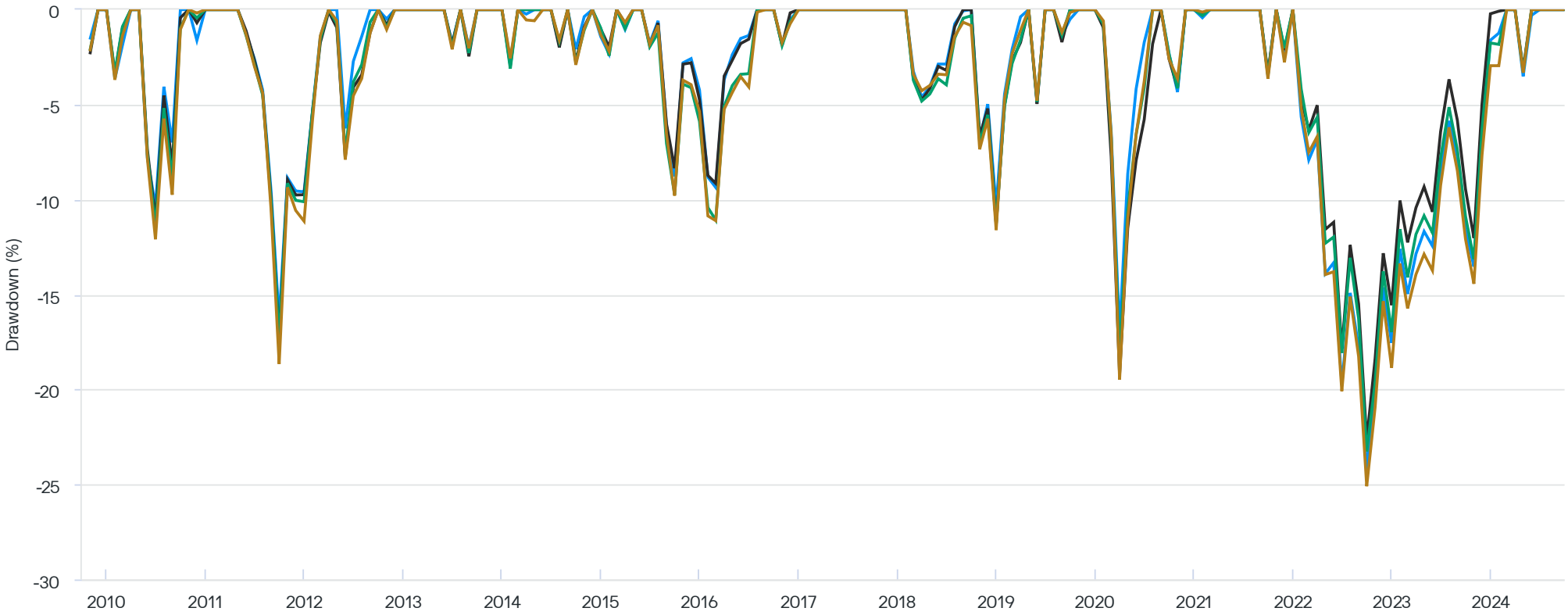
Target date fund name	Max drawdown (common)	Peak date	Valley date	Months to recover
American Funds Trgt Date Rtrmt	-49.27%	11/01/2007	03/09/2009	36.3
T. Rowe Price Retirement	-52.30%	10/13/2007	03/09/2009	23.3
Vanguard Target Retirement	-49.59%	10/13/2007	03/09/2009	25.6
S&P Target Date 2030*	**-46.93%**	**10/13/2007**	**03/09/2009**	**25.6**

Benchmark

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Drawdown | 2040 funds

Time period (line graph): 10/01/2009 - 09/30/2024 | Time period (table): Since common performance start date: 02/02/2007



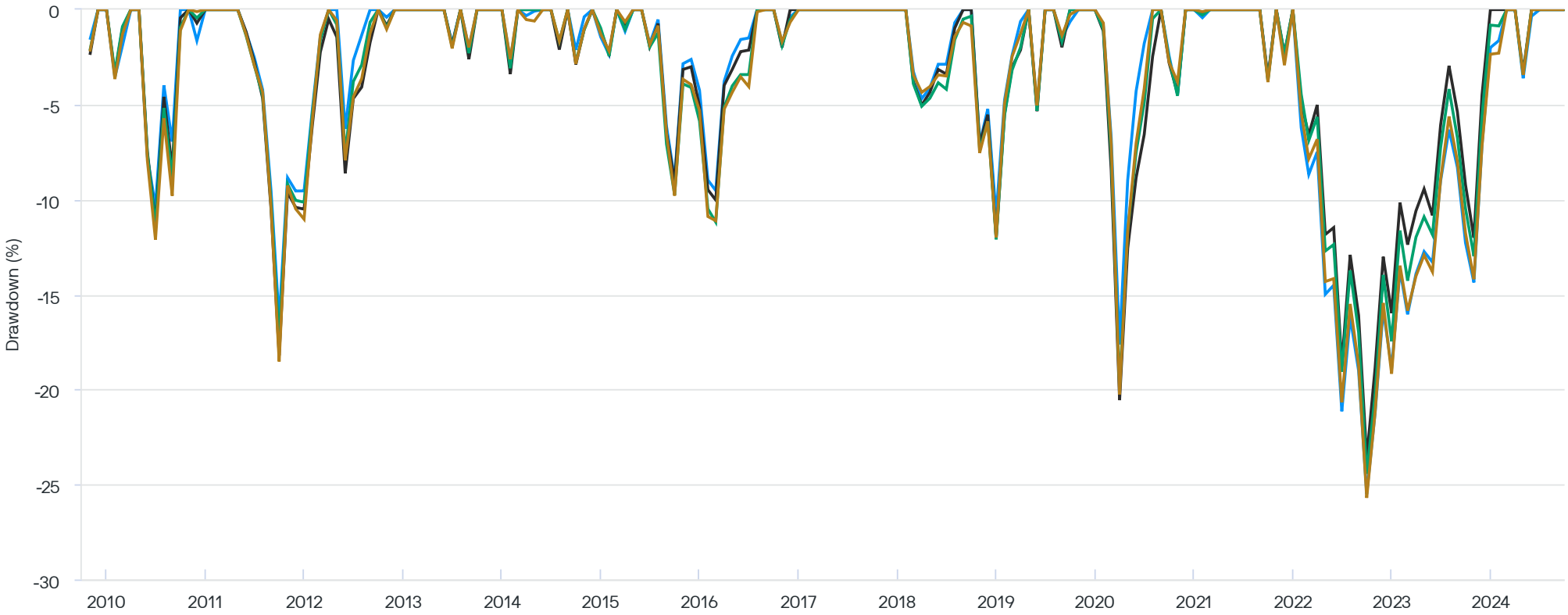
Target date fund name	Max drawdown (common)	Peak date	Valley date	Months to recover
American Funds Trgt Date Rtrmt	-49.81%	11/01/2007	03/09/2009	36.6
T. Rowe Price Retirement	-53.52%	10/11/2007	03/09/2009	25.4
Vanguard Target Retirement	-51.65%	10/10/2007	03/09/2009	25.7
S&P Target Date 2040*	**-51.40%**	**10/13/2007**	**03/09/2009**	**42.2**

Benchmark

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Drawdown | 2050 funds

Time period (line graph): 10/01/2009 - 09/30/2024 | Time period (table): Since common performance start date: 02/02/2007



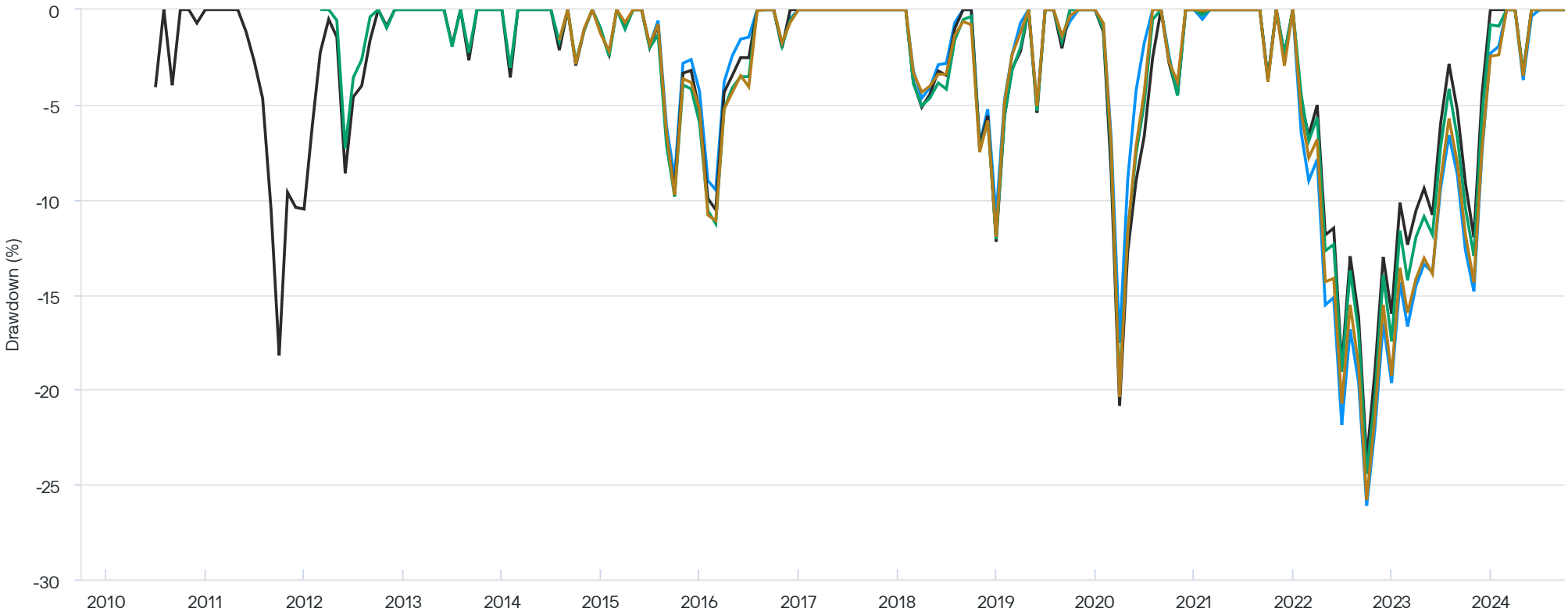
Target date fund name	Max drawdown (common)	Peak date	Valley date	Months to recover
American Funds Trgt Date Rtrmt	-49.89%	11/01/2007	03/09/2009	36.6
T. Rowe Price Retirement	-53.60%	10/13/2007	03/09/2009	25.4
Vanguard Target Retirement	-51.70%	10/10/2007	03/09/2009	36.3
S&P Target Date 2050*	**-53.00%**	**10/13/2007**	**03/09/2009**	**42.2**

**Benchmark*

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Drawdown | 2060 funds

Time period (line graph): 10/01/2009 - 09/30/2024 | Time period (table): Since common performance start date: 03/28/2015



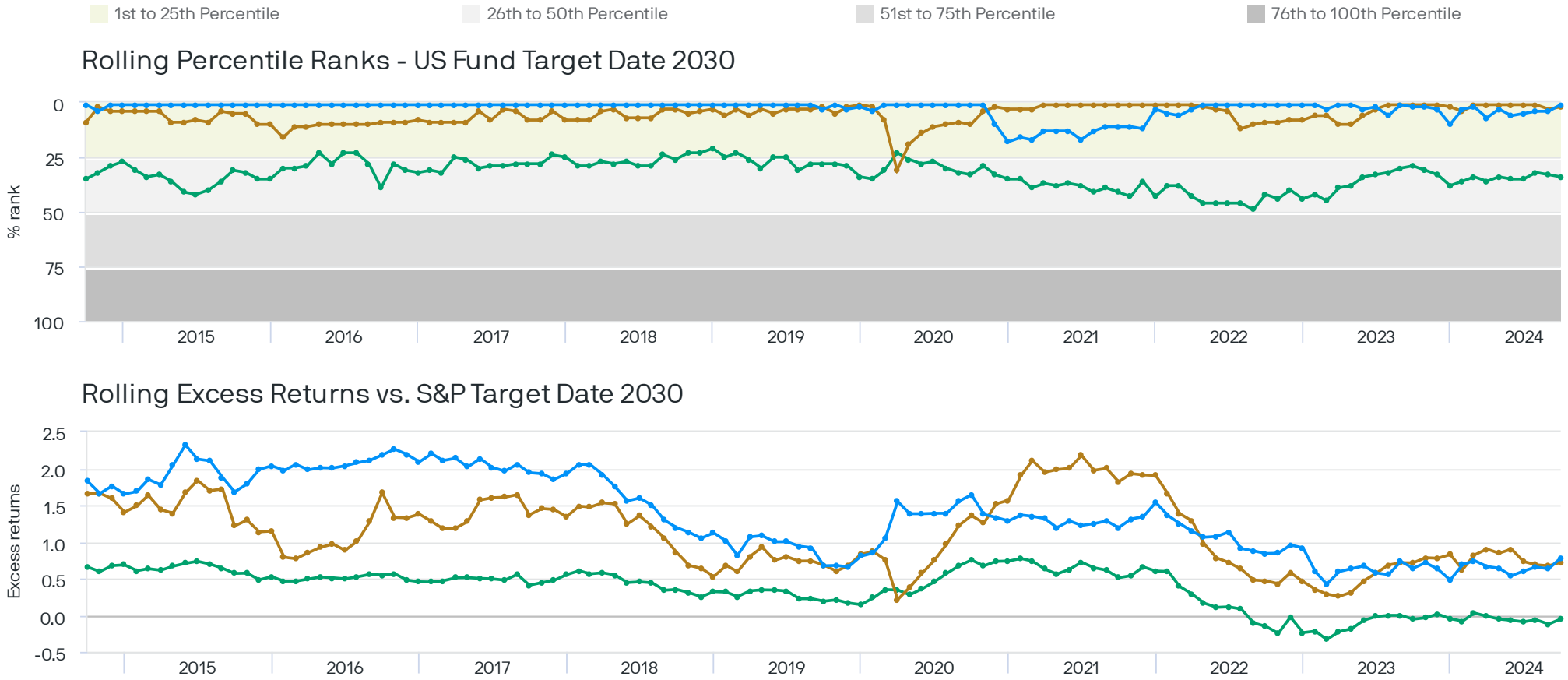
Target date fund name	Max drawdown (common)	Peak date	Valley date	Months to recover
American Funds Trgt Date Rtrmt	-29.32%	02/20/2020	03/23/2020	4.0
T. Rowe Price Retirement	-32.52%	02/13/2020	03/23/2020	4.7
Vanguard Target Retirement	-31.38%	02/13/2020	03/23/2020	4.8
S&P Target Date 2060*	**-32.21%**	**02/13/2020**	**03/23/2020**	**5.2**

Benchmark

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5-year rolling returns | 2030 funds

Time period: 10/01/2009 - 09/30/2024 | Rolling window: 5 years 1 month shift

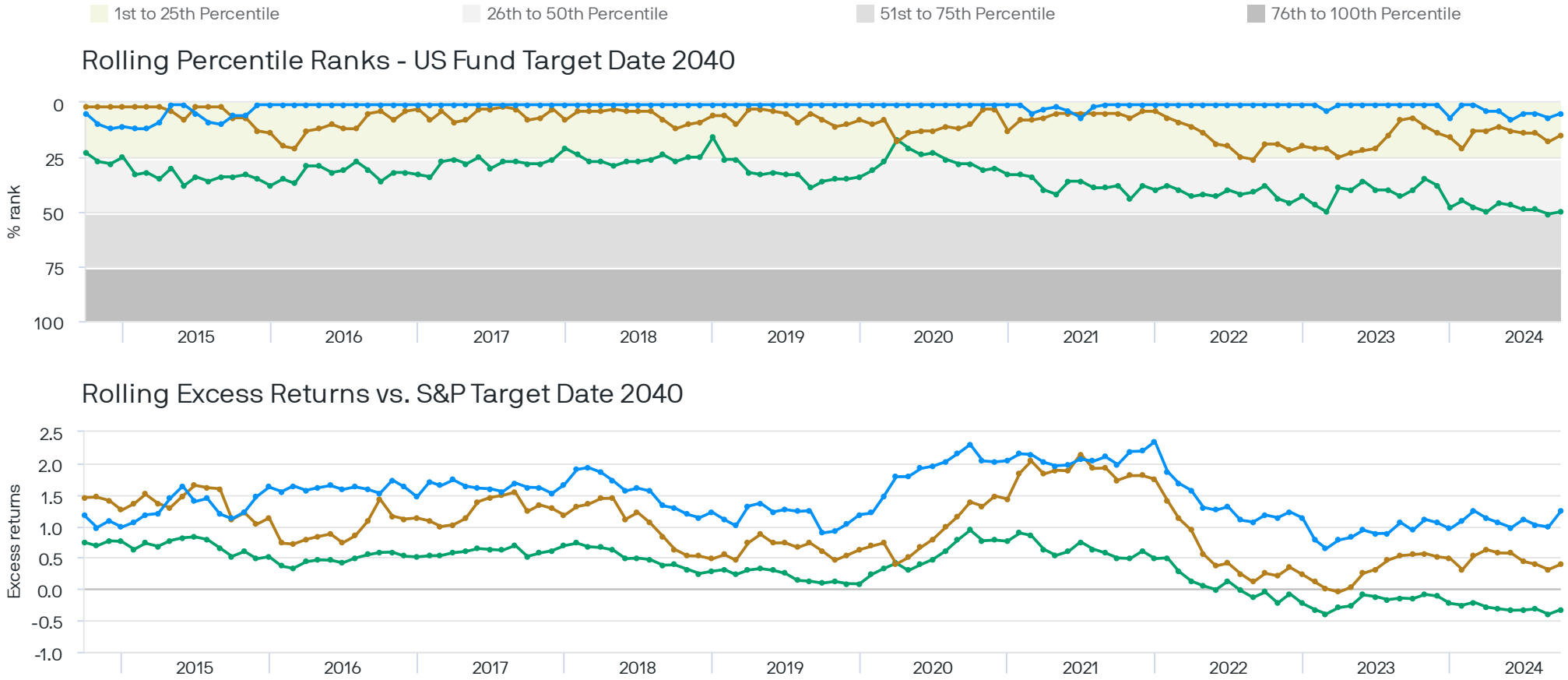


% of time	American Funds Trgt Date Rtrmt	T. Rowe Price Retirement	Vanguard Target Retirement
Top quartile rank / # of periods available	100% / 121	99% / 121	12% / 121
Outperforms bmk / # of periods available	100% / 121	100% / 121	80% / 121

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5-year rolling returns | 2040 funds

Time period: 10/01/2009 - 09/30/2024 | Rolling window: 5 years 1 month shift

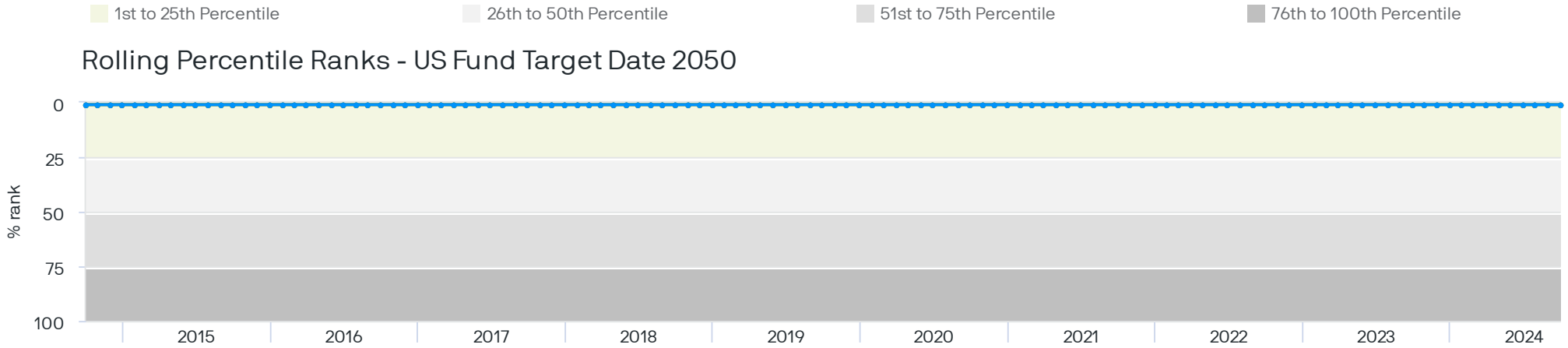


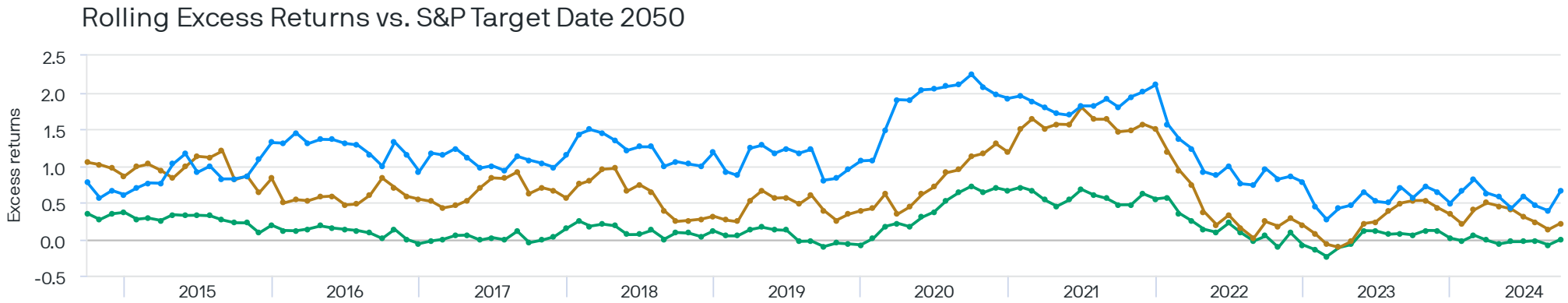
% of time	American Funds Trgt Date Rtrmt	T. Rowe Price Retirement	Vanguard Target Retirement
Top quartile rank / # of periods available	100% / 121	99% / 121	11% / 121
Outperforms bmk / # of periods available	100% / 121	99% / 121	77% / 121

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5-year rolling returns | 2050 funds

Time period: 10/01/2009 - 09/30/2024 | Rolling window: 5 years 1 month shift



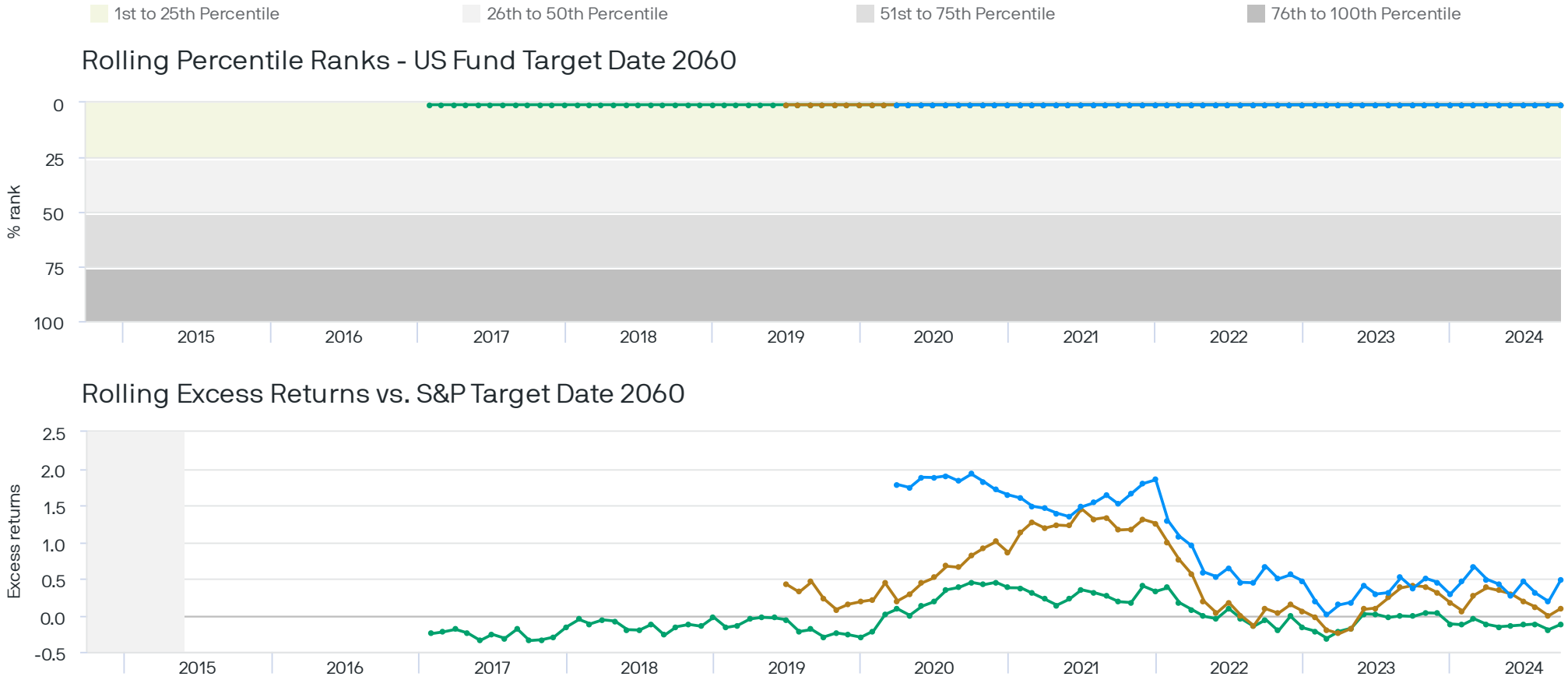


% of time	American Funds Trgt Date Rtrmt	T. Rowe Price Retirement	Vanguard Target Retirement
Top quartile rank / # of periods available	100% / 121	100% / 121	100% / 121
Outperforms bmk / # of periods available	100% / 121	98% / 121	75% / 121

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5-year rolling returns | 2060 funds

Time period: 10/01/2009 - 09/30/2024 | Rolling window: 5 years 1 month shift

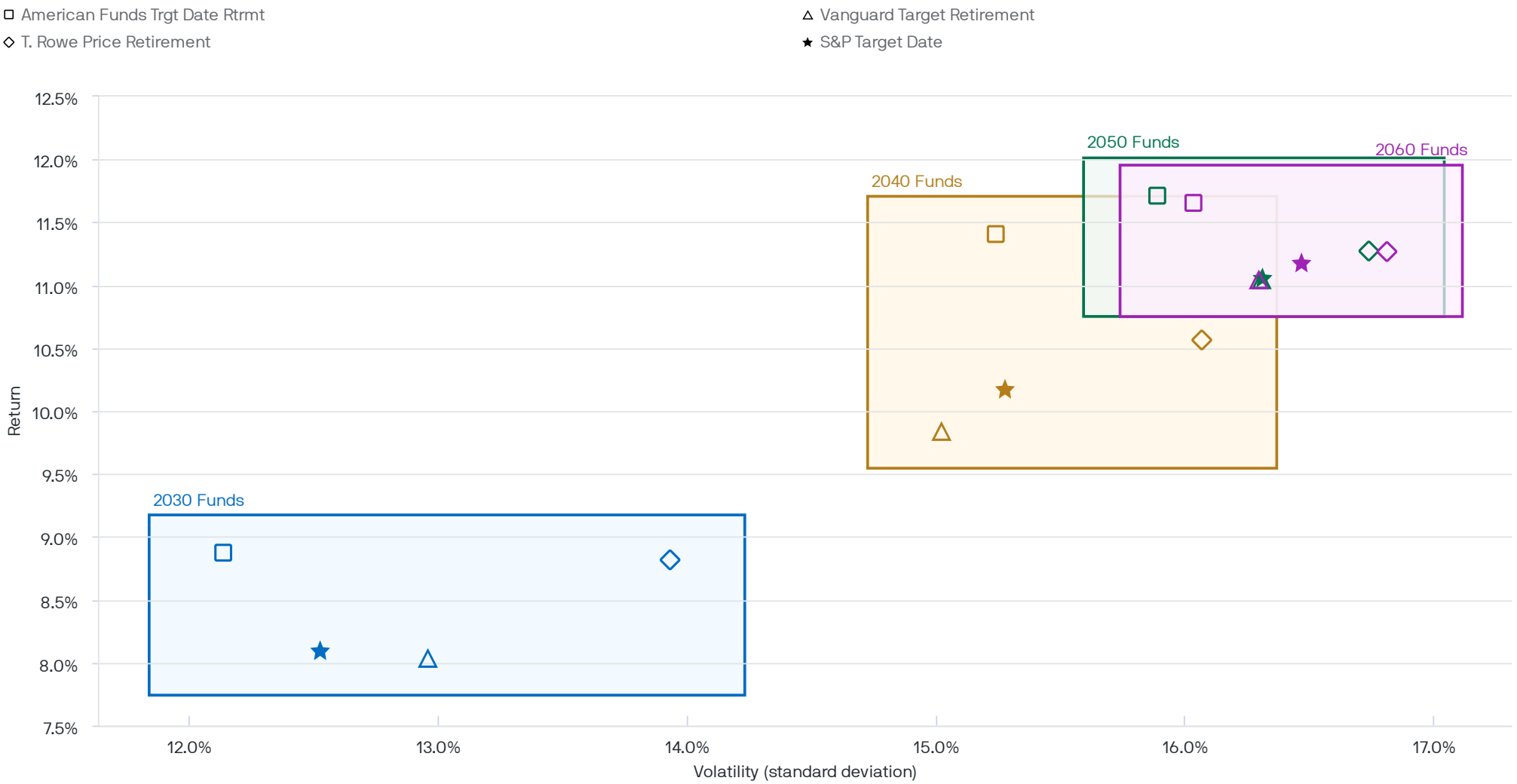


% of time	American Funds Trgt Date Rtrmt	T. Rowe Price Retirement	Vanguard Target Retirement
Top quartile rank / # of periods available	100% / 55	100% / 64	100% / 93
Outperforms bmk / # of periods available	100% / 55	89% / 64	32% / 93

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5-year risk/return comparison

Monthly return data



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5-year risk/return statistics

Target date fund name	Return	Standard deviation	Sharpe ratio	Information ratio	Beta	Up capture	Down capture	R2
US FUND TARGET-DATE RETIREMENT								
Vanguard Target Retirement Income Fund	4.45	7.94	0.25	-0.27	1.01	100.23	102.91	98.76
S&P Target Date Retirement Income TR USD*	**4.68**	**7.82**	**0.28**	—	—	—	—	—
US FUND TARGET-DATE 2000-2010								
American Funds 2010 Trgt Date Retire R6	6.16	8.51	0.43	0.58	1.00	106.05	100.69	96.98
T. Rowe Price Retirement 2005 I	5.77	9.55	0.34	0.26	1.12	111.31	112.63	97.70
T. Rowe Price Retirement 2010 I	6.23	10.14	0.37	0.40	1.19	118.54	119.01	97.37
S&P Target Date 2010 TR USD*	**5.31**	**8.43**	**0.34**	—	—	—	—	—
US FUND TARGET-DATE 2015								
American Funds 2015 Trgt Date Retire R6	6.55	9.19	0.44	0.56	0.99	105.06	100.38	97.57
T. Rowe Price Retirement 2015 I	6.68	10.68	0.39	0.44	1.16	115.26	114.53	97.85
S&P Target Date 2015 TR USD*	**5.75**	**9.16**	**0.36**	—	—	—	—	—
US FUND TARGET-DATE 2020								
American Funds 2020 Trgt Date Retire R6	6.98	9.66	0.47	0.59	0.96	102.33	96.61	98.02
T. Rowe Price Retirement 2020 I	7.20	11.48	0.41	0.47	1.14	113.83	111.99	97.72
Vanguard Target Retirement 2020 Fund	6.01	10.13	0.35	-0.16	1.01	100.81	102.44	99.23
S&P Target Date 2020 TR USD*	**6.16**	**9.96**	**0.37**	—	—	—	—	—
US FUND TARGET-DATE 2025								
American Funds 2025 Trgt Date Retire R6	7.81	10.67	0.50	0.57	0.96	102.18	97.29	98.43
T. Rowe Price Retirement 2025 I	7.93	12.61	0.43	0.43	1.14	112.92	112.59	98.56
Vanguard Target Retirement 2025 Fund	7.09	11.78	0.39	0.07	1.06	105.81	108.16	99.31
S&P Target Date 2025 TR USD*	**7.01**	**11.02**	**0.41**	—	—	—	—	—

**Benchmark*

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5-year risk/return statistics

Target date fund name	Return	Standard deviation	Sharpe ratio	Information ratio	Beta	Up capture	Down capture	R2
US FUND TARGET-DATE 2030								
American Funds 2030 Trgt Date Retire R6	8.87	12.14	0.53	0.58	0.96	101.69	97.46	98.91
T. Rowe Price Retirement 2030 I	8.82	13.93	0.46	0.37	1.11	109.78	110.06	98.90
Vanguard Target Retirement 2030 Fund	8.04	12.96	0.43	-0.05	1.03	102.85	104.66	99.32
S&P Target Date 2030 TR USD*	**8.10**	**12.53**	**0.45**	—	—	—	—	—
US FUND TARGET-DATE 2035								
American Funds 2035 Trgt Date Retire R6	10.39	13.99	0.57	0.84	0.99	103.38	98.57	99.08
T. Rowe Price Retirement 2035 I	9.78	15.13	0.48	0.30	1.06	106.03	106.04	99.01
Vanguard Target Retirement 2035 Fund	8.95	13.99	0.46	-0.27	0.99	98.78	99.88	99.39
S&P Target Date 2035 TR USD*	**9.25**	**14.14**	**0.48**	—	—	—	—	—
US FUND TARGET-DATE 2040								
American Funds 2040 Trgt Date Retire R6	11.41	15.24	0.59	0.78	0.99	103.88	99.43	98.92
T. Rowe Price Retirement 2040 I	10.57	16.07	0.50	0.22	1.05	104.36	104.54	98.97
Vanguard Target Retirement 2040 Fund	9.85	15.02	0.49	-0.29	0.98	98.21	99.01	99.46
S&P Target Date 2040 TR USD*	**10.17**	**15.28**	**0.50**	—	—	—	—	—
US FUND TARGET-DATE 2045								
American Funds 2045 Trgt Date Retire R6	11.66	15.62	0.59	0.50	0.97	101.43	97.68	98.73
T. Rowe Price Retirement 2045 I	11.17	16.66	0.52	0.23	1.04	103.66	103.45	98.94
Vanguard Target Retirement 2045 Fund	10.74	16.07	0.51	-0.01	1.00	100.64	101.03	99.48
S&P Target Date 2045 TR USD*	**10.75**	**15.99**	**0.52**	—	—	—	—	—

**Benchmark*

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5-year risk/return statistics

Target date fund name	Return	Standard deviation	Sharpe ratio	Information ratio	Beta	Up capture	Down capture	R2
US FUND TARGET-DATE 2050								
American Funds 2050 Trgt Date Retire R6	11.71	15.89	0.58	0.33	0.97	100.57	97.67	98.55
T. Rowe Price Retirement 2050 I	11.27	16.74	0.53	0.12	1.02	102.10	102.14	98.93
Vanguard Target Retirement 2050 Fund	11.05	16.31	0.53	-0.00	1.00	100.36	100.57	99.47
S&P Target Date 2050 TR USD*	**11.06**	**16.31**	**0.53**	—	—	—	—	—
US FUND TARGET-DATE 2055								
American Funds 2055 Trgt Date Retire R6	11.67	16.03	0.57	0.25	0.97	100.38	97.98	98.34
T. Rowe Price Retirement 2055 I	11.25	16.80	0.52	0.07	1.02	101.63	101.90	98.90
Vanguard Target Retirement 2055 Fund	11.05	16.32	0.53	-0.07	0.99	99.69	99.95	99.46
S&P Target Date 2055 TR USD*	**11.14**	**16.44**	**0.53**	—	—	—	—	—
US FUND TARGET-DATE 2060								
American Funds 2060 Trgt Date Retire R6	11.65	16.04	0.57	0.22	0.97	100.19	97.98	98.32
T. Rowe Price Retirement 2060 I	11.27	16.81	0.52	0.05	1.02	101.38	101.66	98.96
Vanguard Target Retirement 2060 Fund	11.05	16.29	0.53	-0.10	0.99	99.34	99.61	99.47
S&P Target Date 2060 TR USD*	**11.18**	**16.47**	**0.53**	—	—	—	—	—
US FUND TARGET-DATE 2065+								
American Funds 2065 Trgt Date Retire R6	—	—	—	—	—	—	—	—
T. Rowe Price Retirement 2065 I	—	—	—	—	—	—	—	—
Vanguard Target Retirement 2065 Fund	11.04	16.30	0.53	-0.21	0.99	99.06	99.76	99.49
Vanguard Target Retirement 2070 Fund	—	—	—	—	—	—	—	—
S&P Target Date 2065+ TR USD*	**11.29**	**16.47**	**0.54**	—	—	—	—	—

**Benchmark*

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Fee summary

Target date fund name	Ticker	Net expense ratio	Gross expense ratio
US FUND TARGET-DATE RETIREMENT			
Vanguard Target Retirement Income Fund	VTINX	0.08	0.08
Category Mean Net Expense Ratio	—	*0.66*	—
US FUND TARGET-DATE 2000-2010			
American Funds 2010 Trgt Date Retire R6	RFTTX	0.29	0.29
T. Rowe Price Retirement 2005 I	TRAJX	0.34	0.34
T. Rowe Price Retirement 2010 I	TRPUX	0.34	0.34
Category Mean Net Expense Ratio	—	*0.53*	—
US FUND TARGET-DATE 2015			
American Funds 2015 Trgt Date Retire R6	RFJTX	0.30	0.30
T. Rowe Price Retirement 2015 I	TRUBX	0.35	0.35
Category Mean Net Expense Ratio	—	*0.58*	—
US FUND TARGET-DATE 2020			
American Funds 2020 Trgt Date Retire R6	RRCTX	0.31	0.31
T. Rowe Price Retirement 2020 I	TRDBX	0.37	0.37
Vanguard Target Retirement 2020 Fund	VTWNX	0.08	0.08
Category Mean Net Expense Ratio	—	*0.60*	—
US FUND TARGET-DATE 2025			
American Funds 2025 Trgt Date Retire R6	RFDTX	0.32	0.32
T. Rowe Price Retirement 2025 I	TREHX	0.38	0.38
Vanguard Target Retirement 2025 Fund	VTTVX	0.08	0.08
Category Mean Net Expense Ratio	—	*0.65*	—

Target date fund name	Ticker	Net expense ratio	Gross expense ratio
US FUND TARGET-DATE 2030			
American Funds 2030 Trgt Date Retire R6	RFETX	0.33	0.33
T. Rowe Price Retirement 2030 I	TRFHX	0.40	0.40
Vanguard Target Retirement 2030 Fund	VTHRX	0.08	0.08
Category Mean Net Expense Ratio	—	*0.67*	—
US FUND TARGET-DATE 2035			
American Funds 2035 Trgt Date Retire R6	RFFTX	0.35	0.35
T. Rowe Price Retirement 2035 I	TRFJX	0.42	0.42
Vanguard Target Retirement 2035 Fund	VTTHX	0.08	0.08
Category Mean Net Expense Ratio	—	*0.68*	—
US FUND TARGET-DATE 2040			
American Funds 2040 Trgt Date Retire R6	RFGTX	0.37	0.37
T. Rowe Price Retirement 2040 I	TRHDX	0.43	0.43
Vanguard Target Retirement 2040 Fund	VFORX	0.08	0.08
Category Mean Net Expense Ratio	—	*0.70*	—
US FUND TARGET-DATE 2045			
American Funds 2045 Trgt Date Retire R6	RFHTX	0.37	0.37
T. Rowe Price Retirement 2045 I	TRIKX	0.44	0.44
Vanguard Target Retirement 2045 Fund	VTIVX	0.08	0.08
Category Mean Net Expense Ratio	—	*0.70*	—

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Fee summary

Target date fund name	Ticker	Net expense ratio	Gross expense ratio
US FUND TARGET-DATE 2050			
American Funds 2050 Trgt Date Retire R6	RFITX	0.38	0.38
T. Rowe Price Retirement 2050 I	TRJLX	0.45	0.45
Vanguard Target Retirement 2050 Fund	VFIFX	0.08	0.08
Category Mean Net Expense Ratio	—	*0.71*	—
US FUND TARGET-DATE 2055			
American Funds 2055 Trgt Date Retire R6	RFKTX	0.38	0.38
T. Rowe Price Retirement 2055 I	TRJMX	0.46	0.46
Vanguard Target Retirement 2055 Fund	VFFVX	0.08	0.08
Category Mean Net Expense Ratio	—	*0.70*	—
US FUND TARGET-DATE 2060			
American Funds 2060 Trgt Date Retire R6	RFUTX	0.39	0.39
T. Rowe Price Retirement 2060 I	TRLNX	0.46	0.46
Vanguard Target Retirement 2060 Fund	VTTSX	0.08	0.08
Category Mean Net Expense Ratio	—	*0.71*	—
US FUND TARGET-DATE 2065+			
American Funds 2065 Trgt Date Retire R6	RFVTX	0.39	0.39
T. Rowe Price Retirement 2065 I	TRMOX	0.46	0.46
Vanguard Target Retirement 2065 Fund	VLXVX	0.08	0.08
Vanguard Target Retirement 2070 Fund	VSVNX	0.08	0.08
Category Mean Net Expense Ratio	—	*0.69*	—

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Target date quadrants defined

NW

Quadrant characteristics
- Lower level of equity exposure at the target date
- Higher number of asset classes—tend to include both traditional and extended asset classes

Investment Orientation
- Focus on ensuring income replacement at retirement
- Focus on managing volatility more efficiently
- Believe higher diversification can potentially create more optimal portfolios

Plan Profile
- Seek to help meet participants' income replacement goals at retirement
- May have participants who exhibit typical savings behavior
- Prefer target date funds that seek to manage downside risk
- Believe broad diversification is likely to improve portfolio outcomes
- Believe diversification can be achieved by extending beyond traditional asset classes

NE

Quadrant characteristics
- Higher level of equity exposure at the target date
- Higher number of asset classes—tend to include both traditional and extended asset classes

Investment Orientation
- Focus on managing longevity risk post-retirement
- Focus on growth more efficiently
- Believe higher diversification can potentially create more optimal portfolios

Plan Profile
- Seek to help maximize participants' savings throughout their lifetimes
- May have participants who more closely exhibit optimal behavior
- Prefer target date funds that seek to maximize upside return potential
- Believe broad diversification is likely to improve portfolio outcomes
- Believe diversification can be achieved by extending beyond traditional asset classes

SW

Quadrant characteristics
- Lower level of equity exposure at the target date
- Lower number of asset classes—tend to maintain focus on traditional asset classes

Investment Orientation
- Focus on ensuring income replacement at retirement
- Focus on managing volatility
- Believe lower diversification can provide appropriate levels of portfolio optimization

Plan Profile
- Seek to help meet participants' income replacement goals at retirement
- May have participants who exhibit typical savings behavior
- Prefer target date funds that seek to manage downside risk
- Believe broad diversification is not likely to improve portfolio outcomes
- Believe diversification can be achieved primarily with traditional asset classes, such as stocks and bonds

SE

Quadrant characteristics
- Higher level of equity exposure at the target date
- Lower number of asset classes—tend to maintain focus on traditional asset classes

Investment Orientation
- Focus on managing longevity risk post-retirement
- Focus on managing growth
- Believe lower diversification can provide appropriate levels of portfolio optimization

Plan Profile
- Seek to help maximize participants' savings throughout their lifetimes
- May have participants who more closely exhibit optimal behavior
- Prefer target date funds seeking to maximize upside return potential
- Believe broad diversification is not ikely to improve portfolio outcomes
- Believe diversification can be achieved primarily with traditional asset classes, such as stocks and bonds

Quadrant definitions are not applicable to commingled fund universe. See Disclosure page for commingled fund details.

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TARGET DATE FUNDS: Target date funds are funds with the target date being the approximate date when investors plan to retire. Generally, the asset allocation of each fund will change on an annual basis with the asset allocation becoming more conservative as the fund nears the target retirement date. The principal value of the fund(s) is not guaranteed at any time, including at the target date. Certain underlying funds of target date funds may have unique risks associated with investments in foreign/emerging market securities and/or fixed income instruments. International investing involves increased risk and volatility due to currency exchange rate changes; political, social or economic instability; and accounting or other financial standards differences. Fixed income securities generally decline in price when interest rates rise. Real estate funds may be subject to a higher degree of market risk because of concentration in a specific industry, sector or geographical sector, including, but not limited to, declines in the value of real estate, risk related to general and economic conditions, changes in the value of the underlying property owned by the trust and defaults by the borrower. The fund may invest in futures contracts and other derivatives. This may make the fund more volatile. The gross expense ratio of the fund includes the estimated fees and expenses of the underlying funds. There may be additional fees associated with investing in a Fund of Funds strategy.

COLLECTIVE INVESTMENT TRUSTS FUNDS (COMMINGLED FUNDS): Collective Investment Trusts Funds are collective trust funds established and maintained under a declaration of trust. The fund is not required to file a prospectus or registration statement with the SEC, and accordingly, neither is available. The fund is available only to certain qualified retirement plans and governmental plans and is not offered to the general public. Units of the fund are not bank deposits and are not insured or guaranteed by any bank, government entity, the FDIC or any other type of deposit insurance. You should carefully consider the investment objectives, risk, charges and expenses of the fund before investing. Because of lack of prospectus filing or registration statement, the nature of the data provided in this report is limited.

EXTENDED PERFORMANCE RETURNS: An approximation of pre-inception returns for a fund share class based on the fee-adjusted performance of an older share class that shares the same portfolio of holdings. Compounded trailing extended performance returns are based on both pre-inception adjusted monthly returns and post-inception actual monthly returns. The fee adjustment for open-end funds is based on management and distribution fees.

MORNINGSTAR PERCENTILE RANKINGS: Each investment's total returns are compared to other investments in the same Morningstar category for various time periods. Total returns are ranked on a scale from 1 to 100 where 1 represents the highest returning 1% of investments and 100 represents the lowest returning investments. Included for mutual funds only.

DOW JONES US TARGET INDEX SUITE: Comprised of a set of indices that align to a series of risk allocations corresponding to target date years. Each index is invested a combination of three diverse Composite Major Asset Classes - Dow Jones U.S. Stock CMAC Index, S&P Bond Composite — U.S. Index and S&P Cash Composite — U.S. Index. The Indices assign CMAC allocations that target specific market risk levels based on a pre-determined glide path providing a planned level of market risk exposure over a fifty-year period and are rebalanced to reflect an increasingly conservative asset mix.

DOW JONES TARGET INDEX SUITE: Comprised of a set of indices that align to a series of risk allocations corresponding to target date years. Each index is a combination of three diverse Composite Major Asset Classes - Dow Jones Global Stock CMAC Index, S&P Bond Composite — Global Index and S&P Cash Composite — Global Index. The Indices assign CMAC allocations that target specific market risk levels based on a pre-determined glide path providing a planned level of market risk exposure over a fifty-year period and are rebalanced to reflect an increasingly conservative asset mix.

S&P TARGET DATE INDEX SUITE: Comprised of a set of indices aligned with specific target date years. Each index is invested a combination of indices seeking to represent the consensus asset allocation and glide path generally available in target date funds. The allocation for each index is determined once a year through a survey of large fund management companies that offer target date products.

S&P TARGET DATE STYLE — TO INDEX SUITE: Comprised of a set of indices aligned with specific target date years. Uses the annual holdings survey of target date products to classify TDF Series into "TO" and "THROUGH" styles. Each TDF Series' glide path is used to determine its Style Score. The TDF Series are partitioned by count into three equal groups. The group with the lowest Style Scores are included in the "TO" category, while the group with the highest Style Scores are included in the "THROUGH" category. Each "TO" index represents the consensus asset allocation and glide path of "TO" style group.

S&P TARGET DATE STYLE — THROUGH INDEX SUITE: Comprised of a set of indices aligned with specific target date years. Uses the annual holdings survey of target date products to classify TDF Series into "TO" and "THROUGH" styles. Each TDF Series' glide path is used to determine its Style Score. The TDF Series are partitioned by count into three equal groups. The group with the lowest Style Scores are included in the "TO" category, while the group with the highest Style Scores are included in the "THROUGH" category. Each "THROUGH" index represents the consensus asset allocation and glide path of "THROUGH" style group.

MORNINGSTAR LIFETIME ALLOCATION — AGGRESSIVE INDEX SUITE: Comprised of a set of indices aligned with specific target date years. Each index is invested a combination of indices with a Modern Portfolio Theory-based glide path, optimized to human capital asset assumptions and a liability-driven investment (LDI) approach using investor balance sheet construct for surplus optimization. The aggressive glide path follows a human capital model of 80% bonds and 20% stocks. Allocates to a mix of Morningstar Indices across global equities, bonds and inflation hedges.

MORNINGSTAR LIFETIME ALLOCATION — MODERATE INDEX SUITE: Comprised of a set of indices aligned with specific target date years. Each index is invested a combination of indices with a Modern Portfolio Theory-based glide path, optimized to human capital asset assumptions and a liability-driven investment (LDI) approach using investor balance sheet construct for surplus optimization. The moderate glide path follows a human capital model of 70% bonds and 30% stocks. Allocates to a mix of Morningstar Indices across global equities, bonds and inflation hedges.

MORNINGSTAR LIFETIME ALLOCATION — CONSERVATIVE INDEX SUITE: Comprised of a set of indices aligned with specific target date years. Each index is invested a combination of indices with a Modern Portfolio Theory-based glide path, optimized to human capital asset assumptions and a liability-driven investment (LDI) approach using investor balance sheet construct for surplus optimization. The conservative glide path follows a human capital model of 60% bonds and 40% stocks. Allocates to a mix of Morningstar Indices across global equities, bonds and inflation hedges.

Disclaimers

STANDARD DEVIATION: The standard deviation is a gauge of the variance of a manager's return over its average or mean. Statistically, it is the square root of the variance. Because it measures total variation of the return, standard deviation is a measure of total risk, unlike beta, which measures only market risk. Investors use the standard deviation to try to predict the range of returns that is most likely for a given investment. When a portfolio has a high standard deviation, the predicted range of performance is wide, implying greater volatility. The converse, a low standard deviation, implies that the portfolio will exhibit lower volatility.

SHARPE RATIO: Measures a manager's excess return over the risk-free rate of return (normally the cash return), divided by the standard deviation. It is a statistical measure that incorporates return and risk into a single number. The ratio describes how much excess return you are receiving for the extra volatility that you endure for holding a riskier asset. The higher the Sharpe ratio, the better the portfolio's historical risk-adjusted performance.

INFORMATION RATIO: A risk-adjusted performance measure defined as excess return divided by tracking error. Information ratio is a special version of the Sharpe ratio where the benchmark does not have to be the risk-free rate. Since this ratio considers the annualized standard deviation of both series (measures of risks inherent in owning either a portfolio or the benchmark), the ratio shows the risk-adjusted excess return of the portfolio over the benchmark. The higher the Information ratio, the higher the excess return of a portfolio given the amount of risk involved.

BETA: A measure of a portfolio's sensitivity to market movements. The beta of the market is 1.00 by definition. Calculated by comparing a portfolio's excess return over T-bills to the benchmark's excess return over T-bills, so a beta of 1.10 shows that the portfolio has performed 10% better than its benchmark in up markets and 10% worse in down markets, assuming all other factors remain constant. Conversely, a beta of 0.85 indicates that the portfolio's excess return is expected to perform 15% worse than the benchmark's excess return during up markets and 15% better during down markets. It is important to note that a low beta does not necessarily imply a low level of volatility. A low beta signifies only that benchmark-related (market-related) risk is low.

MAX DRAWDOWN: The worst peak to trough decline during a specific analysis period for an investment or fund. It is quoted as the percentage decline between the lowest trough and the highest peak before the trough.

UP-MARKET CAPTURE RATIO: Measures a manager's performance in up markets relative to the index during the same period. A ratio value of 115 indicates that the manager has outperformed the market index by 15% in periods when the index has risen.

DOWN-MARKET CAPTURE RATIO: This ratio is the direct opposite of the up-market capture ratio, gauging performance of the manager relative to the index in down markets. A ratio value of 80 would indicate the manager has declined only 80% as much as the declining overall market, indicating relative out performance.

MONTHS TO RECOVER: The number of months it took an investment to recover from a maximum drawdown to the original level.

R-SQUARED: Reflects the percentage of a portfolio's movements that can be explained by movements in its benchmark. Measures of the correlation of the portfolio's returns to the benchmark's returns. An R-squared of 100 indicates that all movements of a portfolio can be explained by movements in the benchmark. Conversely, a low R-squared indicates that very few of the portfolio's movements can be explained by movements in its benchmark index R-squared measure of 35, for example, means that only 35% of the portfolio's movements can be explained by movements in the benchmark index.

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Sample Client Name
Sample Plan Name
INVESTMENT POLICY STATEMENT

Amended Month, Year
Adopted Month, Year

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Sample Client Name
Sample Plan Name
Investment Policy Statement

PART I. THE PLAN

Sample Client Name sponsors the **Sample Plan Name** ("The Plan") for the benefit of its employees. It is intended to provide eligible employees with the opportunity for long-term accumulation of retirement savings through a combination of employee and employer contributions to individual participant accounts and the earnings thereon.

The Plan is a qualified employee benefit Plan intended to comply with all applicable federal laws and regulations, including the Internal Revenue Code of 1986, as amended.

USI Advisors, Inc. serves as the 3(21) co-fiduciary Plan Investment Advisor ("The Advisor")

The Plan's participants and beneficiaries are expected to have different investment objectives, time horizons and risk tolerances. To meet these varying investment needs, the Plan is a participant-directed individual account Plan under which participants and beneficiaries will be able to direct the investment of their account balances among a range of investment options to construct diversified portfolios that reasonably span the risk/return spectrum.

PART II. THE PURPOSE OF THE INVESTMENT POLICY STATEMENT

This Investment Policy Statement is a set of guidelines intended to assist the Plan's fiduciaries in making prudent investment-related decisions in the construction and monitoring of the Plan's investment menu. It outlines the Plan's investment objectives, defines the roles of those responsible for the Plan's investments, describes the underlying philosophies and processes for the selection of investment options, and establishes monitoring procedures and evaluation criteria of the investment options offered by the Plan.

This Investment Policy Statement will be reviewed by the Investment Committee (the "Committee") periodically (e.g., annually) and, if appropriate, can be amended to reflect changes in the capital markets, Plan participant objectives, and/or other factors relevant to the Plan**.**

PART III. INVESTMENT OBJECTIVES

Since participants are responsible for their own investment decisions, the Committee shall provide an array of investment options that enable participants to create a diversified portfolio based on their individual needs (time horizon, risk tolerance, etc.). The plan shall offer at least one equity investment product, one fixed-income investment product, and one investment product which aims to provide a high degree of safety / capital preservation.

The Plan's investment options will be selected to:

- Offer participants a reasonable range of investment opportunities in various asset classes with different risk and return characteristics, which when combined, would allow for the construction of a portfolio intended to match participants' unique retirement objectives.

- Provide reasonable returns with prudent levels of risk (e.g., returns comparable to those for similar investment options.
- Control administrative and management costs.

PART IV. INVESTMENT AND FIDUCIARY STANDARDS

This Investment Policy Statement is designed to further the purposes of the Plan consistent with the fiduciary obligations set forth under applicable regulations and guidance. Plan fiduciaries shall discharge their duties with respect to the Plan solely in the interest of participants and beneficiaries and for the exclusive purpose of providing benefits to participants and beneficiaries and defraying reasonable expenses of administering the Plan. Plan fiduciaries shall act with the care, skill, prudence, and diligence under the circumstances then prevailing that a prudent person acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims. Plan fiduciaries shall also take necessary action to diversify the investments of the Plan, by including a broad range of investment options with at least three asset classes represented, so as to minimize the risk of large losses, unless under the circumstances it is clearly prudent not to do so and shall act in accordance with the documents and instruments governing the Plan (including this Investment Policy Statement) insofar as such documents and instruments are consistent with the provisions of applicable law.

PART V. ROLES AND RESPONSIBILITIES

The **Committee** is responsible for, but not limited to:

- Establishing the Investment Policy Statement and reviewing on a periodic basis (e.g., annually).
- Selecting investment options for the Plan. (Participants shall have full responsibility for individual choices among the investment options offered by the Plan.)
- Periodically evaluating the performance of the Plan's investment options and recommending investment option changes.
- Monitoring expenses, ensuring that they are commensurate with the services provided.
- Facilitating education sessions for participants led by the recordkeeper to ensure participants are informed about the retirement program.

Those responsible for the management and administration of the Plan's investments in addition to the Committee include, but are not limited to:

- The Plan's Trustee is responsible for:
    - Holding and investing Plan assets in accordance with the terms of the Trust Agreement.
    - Providing timely and accurate statements on the assets held at the Trust.
    - Holding all assets in the appropriate accounts and securing the safekeeping of securities.
    - Performing fiduciary duties required by a trustee to complying with applicable laws and regulations.

- The investment managers are responsible for:

- Investing within their respective prospectus guidelines
- Reporting investment results on a regular basis
- Returns that provide a reasonable rate of return, such as matching or exceeding relevant peers and/or market benchmarks over the long term.
- Communicating all material matters including but not limited to changes in ownership, organization, team/people, investment philosophy, process, and product.
- Compliance with regulatory requirements and responsibilities.

- The Plan's investment advisor is responsible for:

    - Assisting in the development and periodic review of the Investment Policy Statement.
    - Periodically (e.g., quarterly) reviewing economic data and the capital markets to the Committee.
    - Periodically (e.g., quarterly) reporting on the performance of the investment options and .
      assisting the Committee with the review of the performance of investments in the Plan.
    - Performing due diligence on the investment managers in the Plan.
    - Communicating significant changes to the investments, including, but not limited to: manager changes, style drift, process changes, performance issues, etc.
    - Assisting the Committee in the selection of additional or replacement investment alternatives.
    - Updating and educating newly appointed Committee members on matters such as the Plan's investment history.
    - Providing and recommending investment alternatives for those investments where appropriate.
    - Acting as a prudent person as a fiduciary to the Plan and complying with applicable state and federal laws and regulations.

PART VI. SELECTION OF INVESTMENT OPTIONS

The following are the considerations and guidelines employed in the selection of investment options offered under the Plan and in fulfilling the Committee's fiduciary responsibility.

Investment Selection

Major asset classes that may be offered under the Plan include, but are not limited to: Equities, Fixed Income, Asset Allocation, and Capital Preservation. The Committee is not required to select, and this Investment Policy Statement does not require the Committee to select investment options covering every asset class set forth below.

Asset Classes

EQUITIES	FIXED INCOME
Domestic Equities	Short Duration Bonds
Large Cap Value	Intermediate-Term Bonds
Large Cap Blend	Long-Term Bonds
Large Cap Growth	Bank Loan Funds
Mid Cap Value	High Yield Bonds
Mid Cap Blend	Inflation-Protected Bonds
Mid Cap Growth	International Bonds
Small Cap Value	Multi-Sector Bonds
Small Cap Blend	Non-Traditional Bonds
Small Cap Growth	
Sector Funds	**ASSET ALLOCATION**
International Equities	Target Date Funds
Large Value	Asset Allocation Funds
Large Blend	
Large Growth	**SPECIALTY AND NON-TRADITIONAL**
Mid/Small Value	U.S. & Global Real Estate
Mid/Small Blend	Commodities
Mid/Small Growth	Alternative Funds
Emerging Markets	
Frontier Markets	**CAPITAL PRESERVATION**
Regional Funds	Money Market Funds
Country Funds	Stable Value Funds
World Funds	Insurance Co/Guaranteed Funds

The Committee may decide to add or eliminate asset classes. After determining the available asset classes, the Committee will make investment options available to Participants in the form of actively managed or passively managed investments.

The investment selection process will include, but is not limited to, the following qualitative and quantitative criteria:

- *People* – the ability to attract and retain talent at the firm and investment team level
    - Firm Level: Management and culture considerations, such as asset flows, firm leadership, and compensation structure
    - Investment Level: Personnel stability, risk management oversight, competitive edge, key personnel tenure, and experience
- *Philosophy* – intuitively appealing and connected with the investment process
    - Adoption by investment team
    - Consistent with team's culture
- *Process* – investment process consistent with philosophy and the firm's culture
    - Well-articulated investment process, portfolio construction methodology/implementation, sell discipline

    - Investment style that is clearly defined by sub-style and factor biases
    - Analyst/Research team competitive edge (fundamental and quantitative)
    - Transparency of process, cash management capabilities
- *Performance* – validation of a consistent and repeatable investment process
    - Style exposure, active bet awareness, active return assessment, benchmark awareness/constraints
    - Performance: rolling period versus peers and benchmark (3yr; 10yr max), longer term performance relative to benchmark and category peers
    - Information Ratio, Standard Deviation, Tracking Error, Up/Down capture ratios, Alpha, Attribution (sector, security, region)
    - Fund size, PM/trader information flow
- *Product* – operational (size, availability), economic, and compliance considerations

Administrative Considerations

- Investment vehicle: mutual fund, collective investment trust (CIT), separate account, etc.
- Share class and fees versus peer group
- Demographics of the Plan
- Deferral Rates

Capital Preservation Asset Class:

Capital preservation is a conservative investment strategy with a primary objective to preserve capital investment and prevent loss. The asset class provides low expected risk and low expected return over long time horizons.

- With respect to the selection and monitoring of the Plan's capital preservation investment option, in addition to the investment option evaluation criteria generally specified by this IPS, the Committee may also consider the following–
- Whether and the extent to which alternative capital preservation investment product structures may advance the Plan's risk and return objectives for this investment category. Alternative structures include:
    - Insurance Company General Account Products
    - Collective Investment Trust Stable Value Products
    - Life Insurance Company Separate Account Stable Value Products
    - Money Market Funds
- The potential advantages and other considerations associated with competing structures, including relative safety, liquidity, the presence or absence of a pre-declared credited rate, relevant fees and expenses, asset duration, long-term performance and financial strength backing insurance company guarantees.
- The degree to which, if at all, the selection of a capital preservation product affects the levels of direct recordkeeping expenses charged to the Plan and, conversely, whether and the degree to which the levels of direct recordkeeping charges may affect the rates of return achieved by the capital preservation product.

Asset Allocation Funds

For Asset Allocation or Multi-Asset Class investment options, such as the Target Date Funds, the selection and monitoring would include the qualitative and quantitative evaluation criteria specified by the IPS, and may consider in addition to the factors considered for traditional asset classes, other factors which include, but are not limited to

- Generally accepted investment theories and prevailing industry practices
- Glidepath strategy
- Portfolio construction and rebalancing
- Underlying investment vehicles and their respective performance compared to relevant benchmarks
- Proprietary and non-proprietary investment funds within the Target Date Funds
- Transparency (how available is access to the data and information regarding the portfolio's building blocks)
- Comparing each vintage year to the relevant peer group and relevant market benchmark
- Fees

Self-Directed Brokerage Account

The Committee may add a self-directed brokerage account through the record keeper, in which participants are solely responsible for investment selections through such an account. The Committee may elect to remove this option at any time. The Advisor will not provide any investment advice with respect to self-brokerage accounts.

PART VII. INVESTMENT MONITORING AND REPORTING

The Committee will review the Plan's investment options on a periodic basis. The performance of investment options and their continued appropriateness, given the investment objectives of the Plan, are an essential part of this review.

Factors in this ongoing evaluation include but are not limited to:

- The performance of the investment options relative to comparative indexes and peers. The investment advisor will provide performance reporting, including established indexes and peer analysis on a periodic basis (e.g., quarterly). The performance of investment managers will be evaluated over a full market cycle. Short-term performance deviations from the benchmark or peers will be taken into consideration but will not necessarily be a determining factor for the status of the investment option. Investment options that consistently underperform in terms of risk and return will be carefully reviewed to determine if action is warranted.

- Unusual, notable, or extraordinary events including, but not limited to, portfolio manager or team departure, violation of investment guidelines, material litigation against the firm, or material changes in firm ownership structure, insufficient infrastructure to keep up with asset growth, or announcements thereof shall be communicated by the investment advisor to the Committee within a reasonable period (e.g., quarterly meeting).

After careful review of the investment options, the Committee may decide to:

- Continue to offer the option in the Plan.
- Place the investment option on "watch" status for more detailed analysis.
- Suspend the investment option but allow current account balances to remain in the investment option while not allowing further new contributions. This action will be taken prior to eliminating an investment option.
- Eliminate the investment option and require participants to transfer their current balance to other investment options.
- Add competing investment options.

PART VIII. INVESTMENT OPTION TERMINATION

An investment option should be terminated when the Committee has lost confidence in the investment manager's ability to:

- Achieve performance and risk objectives,
- Comply with investment guidelines,
- Comply with reporting requirements, or
- Maintain a stable organization and retain key relevant investment professionals.

There are no hard and fast rules for investment option termination. However, if the investment option has consistently failed to meet one or more of the above criteria, it is reasonable to presume a lack of adherence going forward. Failure to remedy the circumstances of unsatisfactory performance by the investment option within a reasonable time is grounds for termination.

Any recommendation to terminate an investment option will be treated on an individual basis and will not be made solely based on quantitative data. In addition to those above, other factors may include, but are not limited to, professional staff turnover, client turnover, or material changes to investment processes. A manager may also be terminated for any reason the Committee deems prudent to enhance the investment line-up structure. Considerable judgment must be exercised in the termination decision process.

An investment option may be terminated using one of the following approaches:

- Remove and replace (map assets) the terminated investment option with a new or existing competing investment option.
- Freeze the assets managed by the terminated investment option and direct new assets to a replacement investment option.
- Phase out the terminated investment option over a specific period. Remove the terminated investment option and do not provide a replacement investment option.

Replacement of a terminated investment option would follow the criteria outlined in Part VI, Selection of Investment Options.

PART IX. PARTICIPANT EDUCATION AND COMMUNICATION

The Plan will communicate to employees that they control their own investments, permit investment changes in accordance with the Plan document and provide periodic educational materials to assist in employees making informed decisions.

PART X. COORDINATION WITH THE PLAN DOCUMENT

Notwithstanding the foregoing, if any term or condition of this investment policy conflicts with any term or condition in the Plan, the terms, and conditions of the Plan control.

PART XI. REVIEW AND AMENDMENT OF INVESTMENT POLICY

Changes in this policy may be made when deemed advisable to protect the interests of the Plan participants. The Committee may choose to make additional investment options available or to eliminate an investment option from the Plan for administrative reasons or to otherwise exercise its duties to the Plan.

This Investment Policy Statement shall remain in effect until revised or amended by the Committee.

PART XII. ADOPTION OF INVESTMENT POLICY

Committee Representative Signature _____

Printed Name_____

Date_____

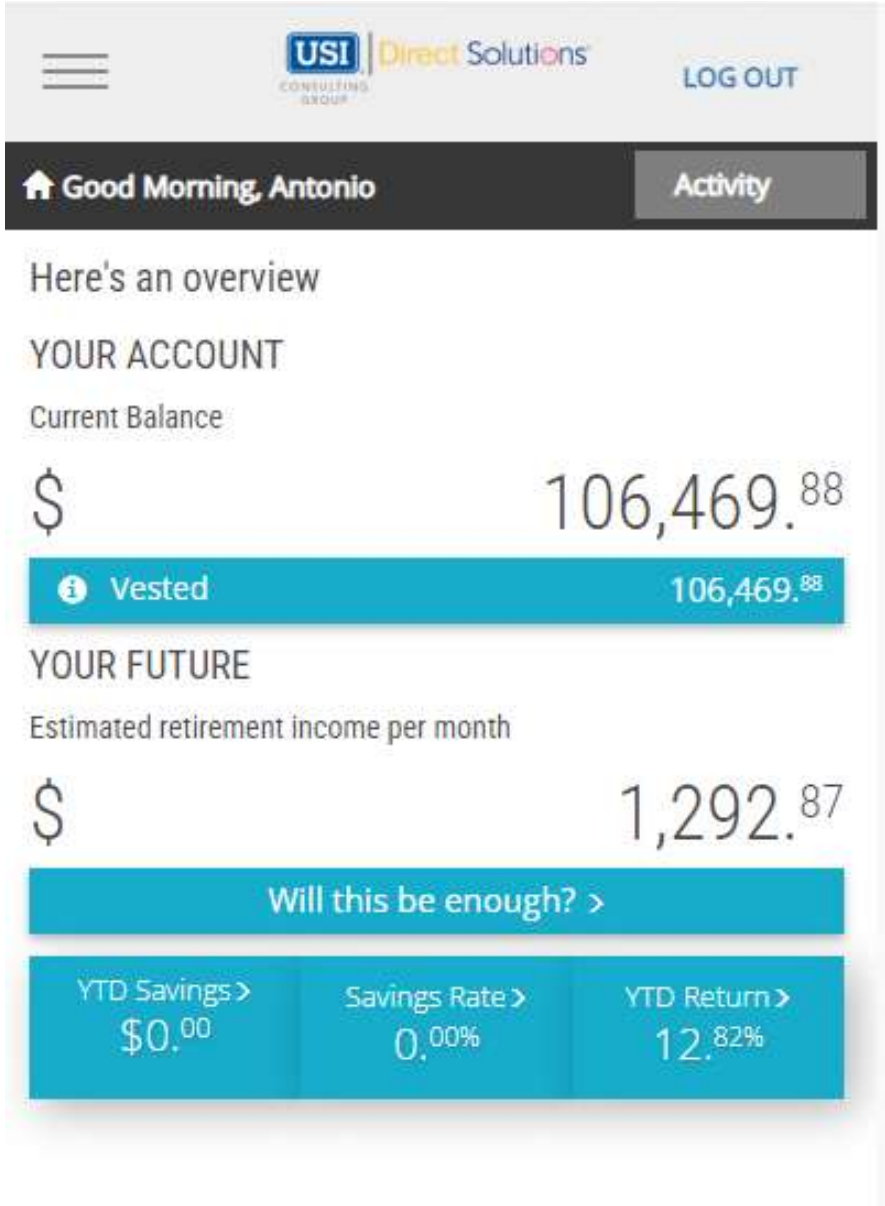
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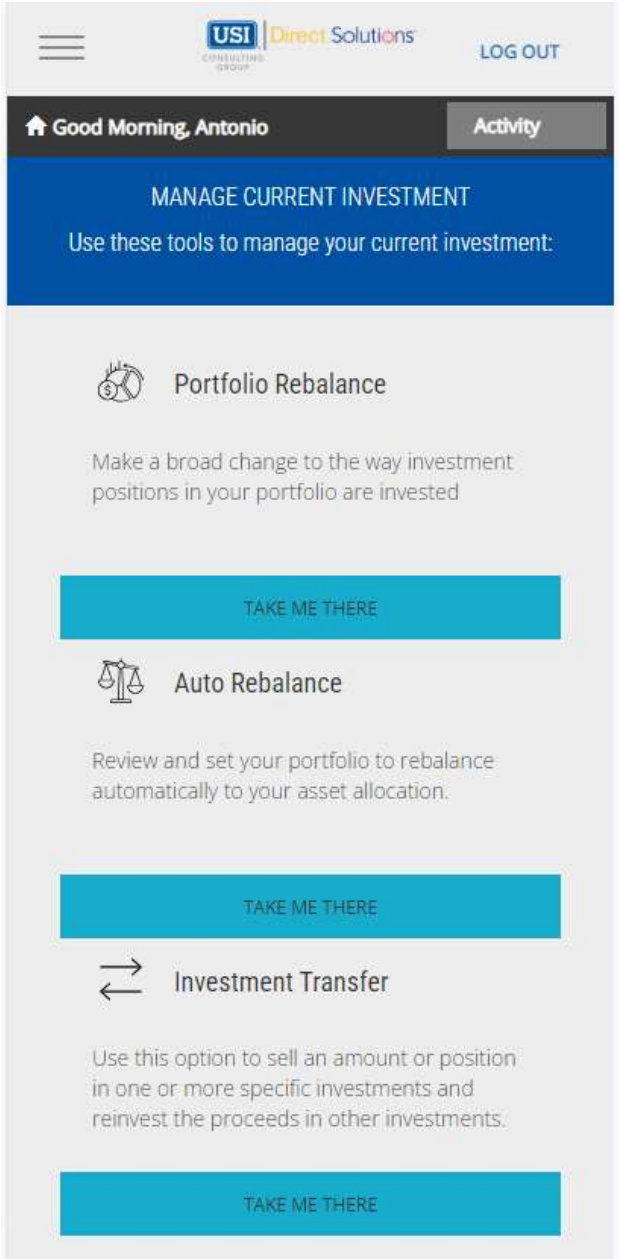
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Home Screen



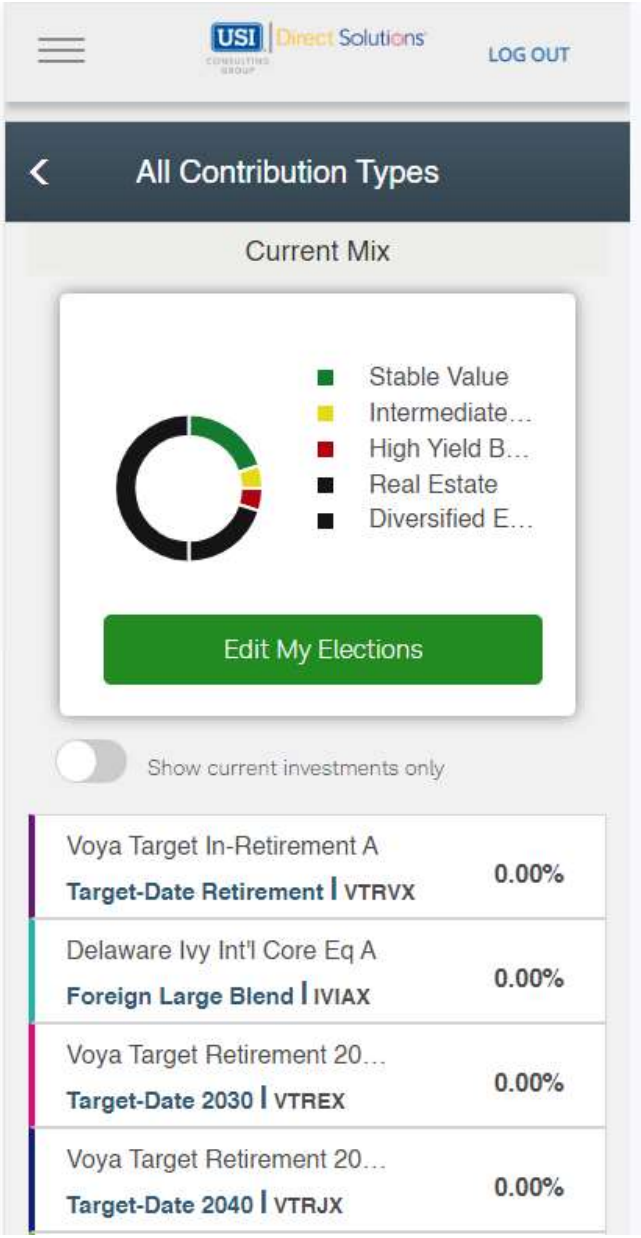
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Investment Changes



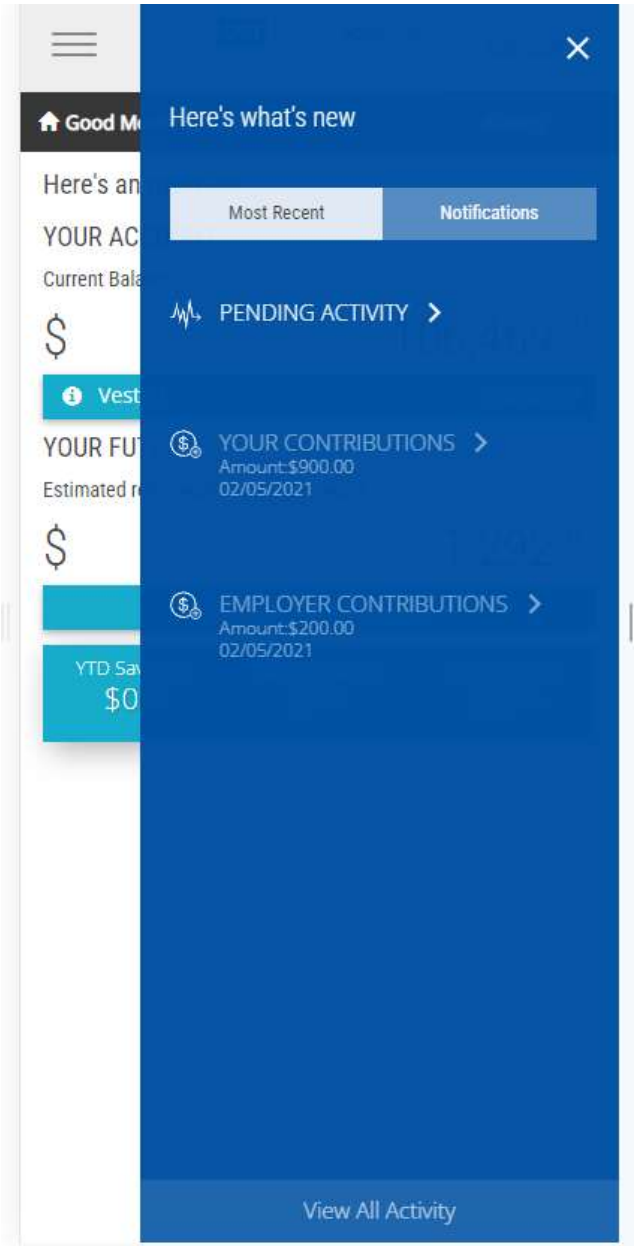
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Election Changes



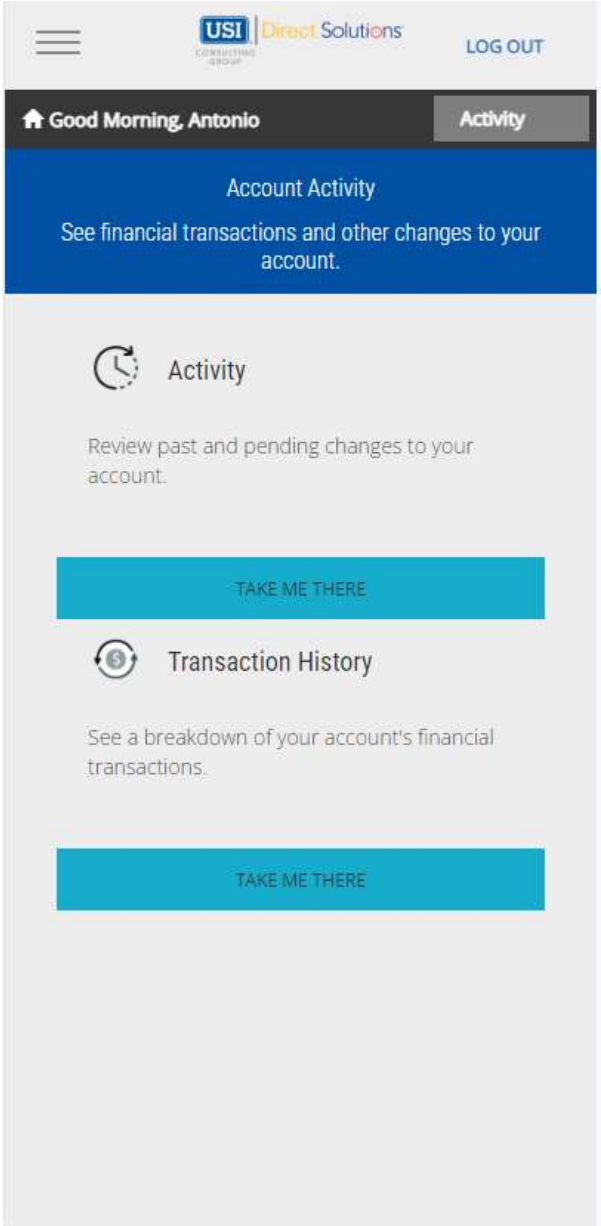
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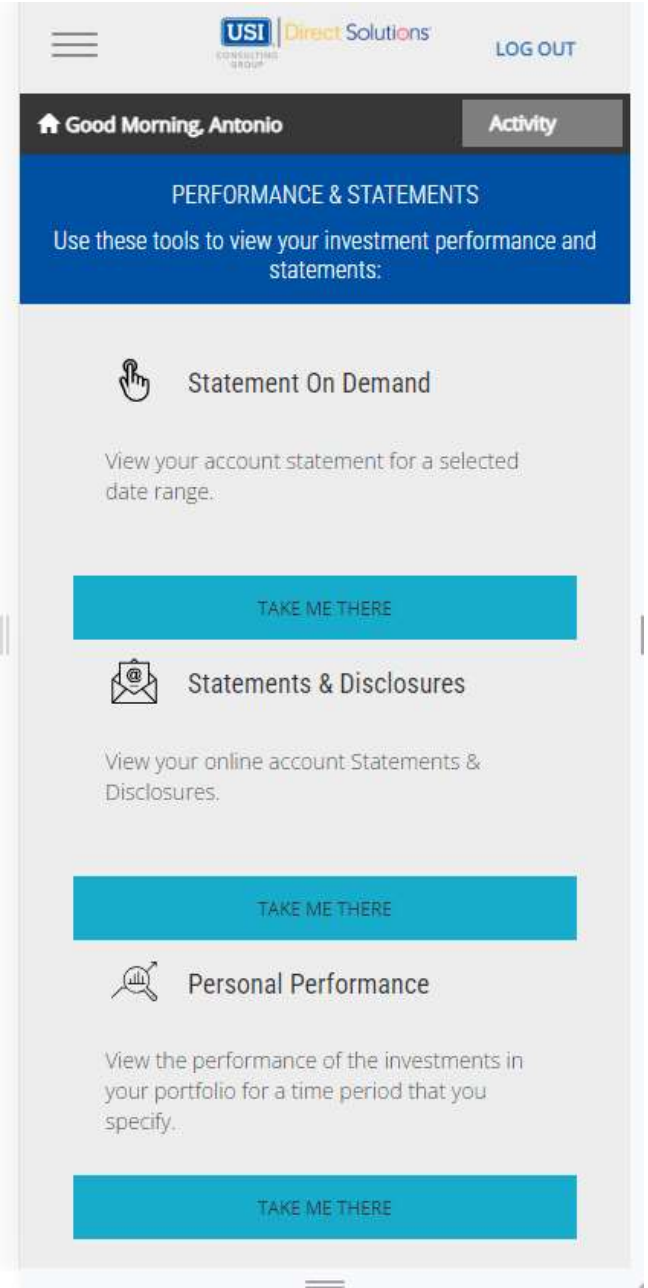
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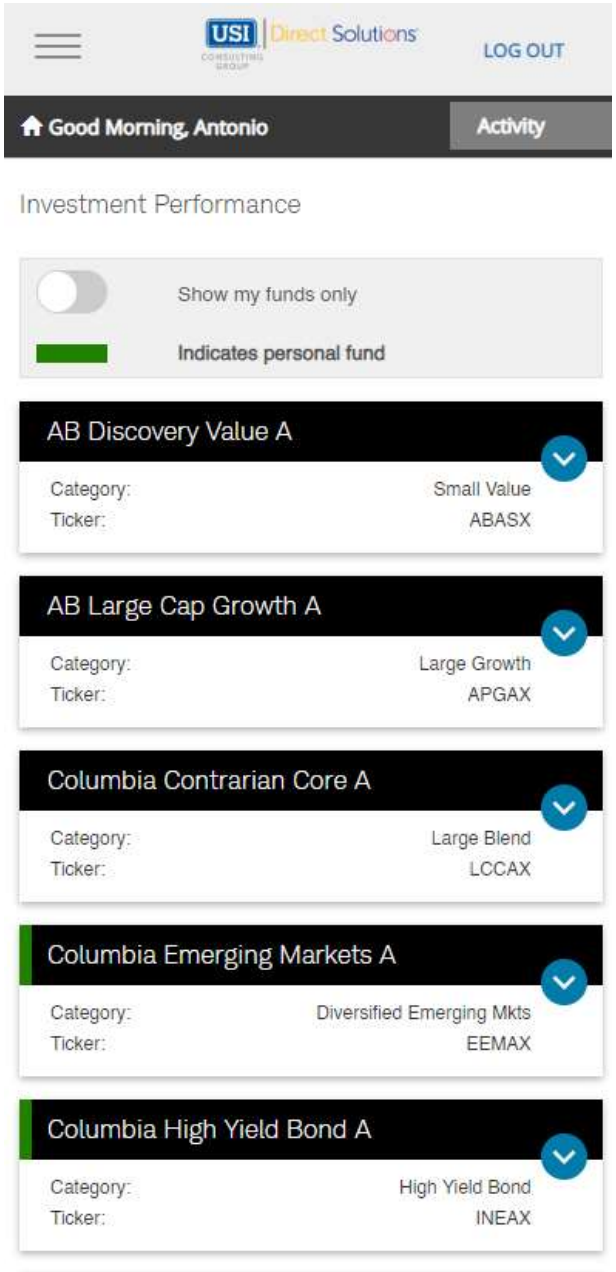
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Statements & Personal Performance



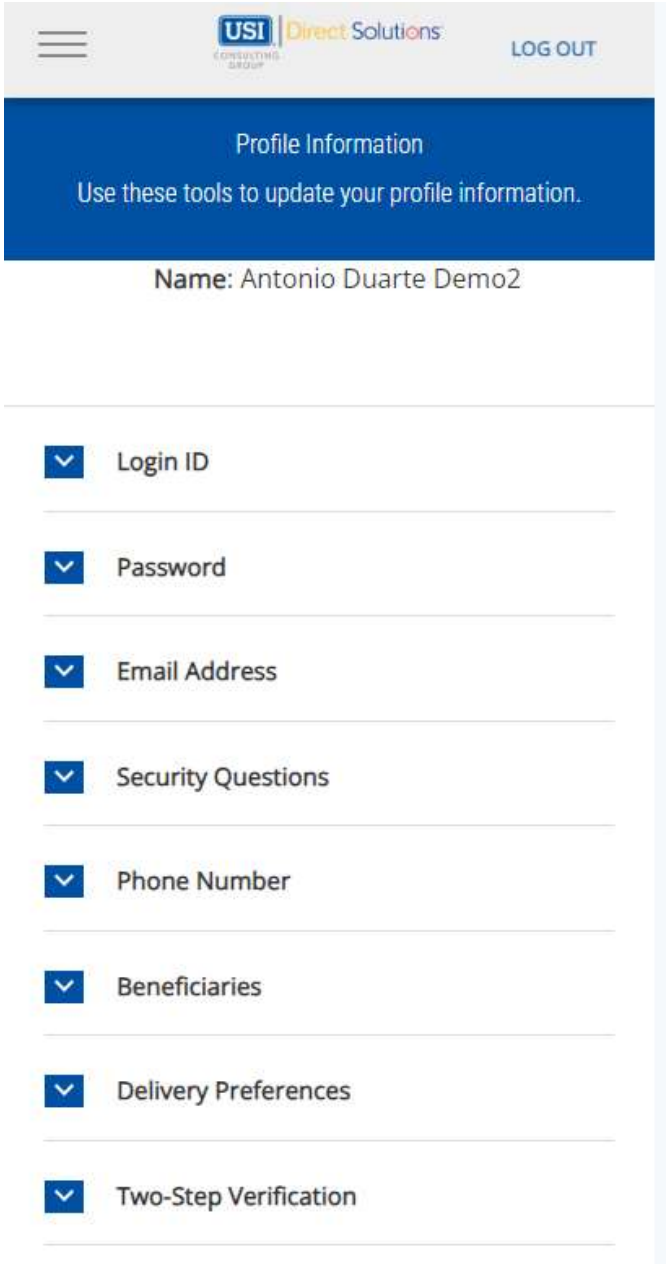
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Investment Returns and Research



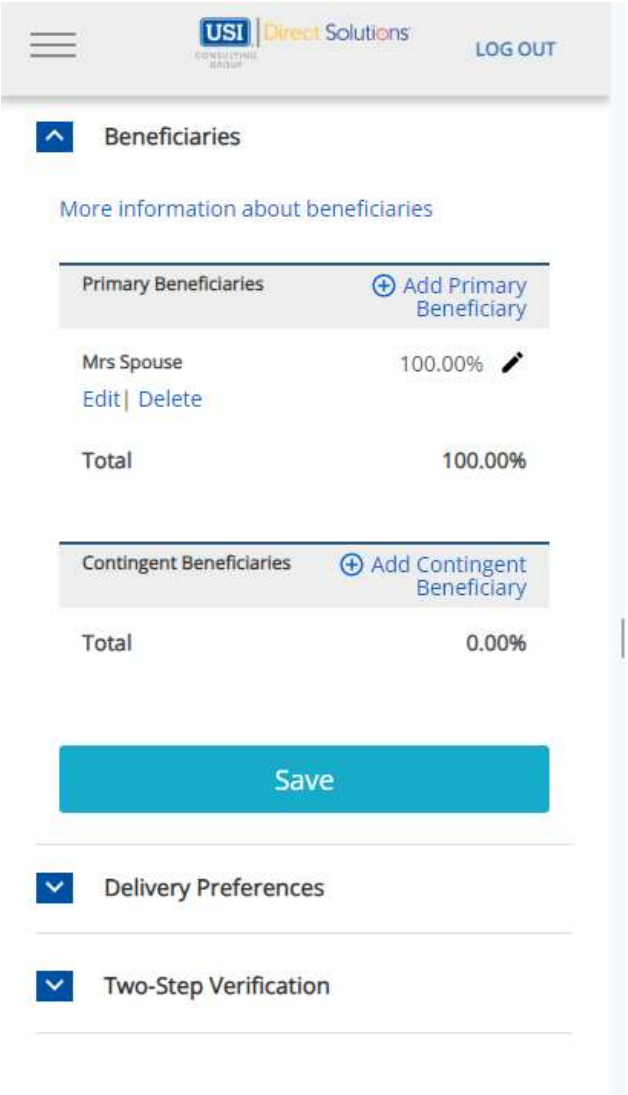
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Profile Changes



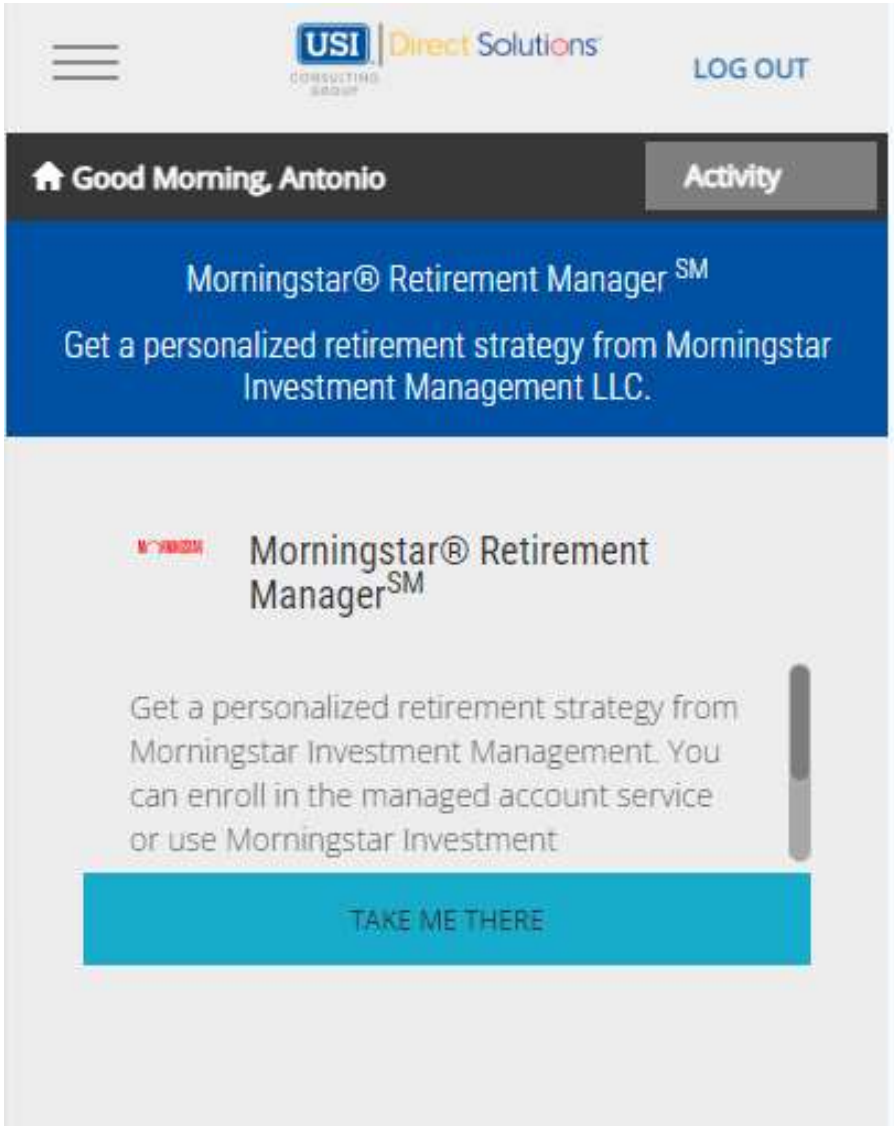
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Beneficiary Changes



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Morningstar



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USI CONSULTING GROUP

Sample Company Retirement Savings Plan

Direct Solutions®



SETTING YOUR SIGHTS ON THE FUTURE

A satisfying retirement is probably one of your most important financial goals. Maybe you see yourself traveling, pursuing a favorite hobby or just relaxing and enjoying life during retirement. Like most people, you probably have a vision of how you would like to spend your golden years. It is important that you establish a clear plan about how you will finance your future retirement.

Your retirement plan is a valuable benefit that can help you prepare for a financially secure retirement. Through the plan, you can save money now towards your retirement goal. Joining the plan is one of the most important decisions you should make.

This booklet contains information about your retirement plan's features and investments. We encourage you to read through the material and take advantage of this important benefit to prepare for your retirement.



TABLE OF CONTENTS

Congratulations! You are now eligible to participate in the retirement savings plan. We are pleased to provide you with this enrollment kit outlining the benefits offered through the plan and hope that you take advantage of this opportunity to prepare for your retirement.

This booklet contains four main sections:

Plan Highlights

An overview of the key features of your retirement plan.

Retirement Planning and Investing Concepts

Information on saving for retirement, types of investments, strategies for investing and tools to assist you in choosing an appropriate asset allocation and level of savings to meet your personal retirement goal.

Investment Information and Performance Summary

Information on each of the investments offered in your retirement plan.

Enrolling in the Plan

A summary of the steps to enroll in the retirement plan.

Sample Company Retirement Savings Plan Highlights

ELIGIBILITY

All employees must meet the eligibility requirements listed below for:

Employee contributions, Employer Profit Sharing contributions, Employer Matching contributions.

You are immediately eligible.

The Plan does not allow participation by employees who are:

- Non-Resident Aliens
- Leased Employees

ENROLLMENT PERIODS

On meeting the eligibility requirements you may join the Plan:

January 1, February 1, March 1, April 1, May 1, June 1, July 1, August 1, September 1, October 1, November 1, December 1

CONTRIBUTIONS

Employee Contributions

Through payroll deduction, you can make pre-tax contributions from 0.00% up to 100.00% of your eligible compensation. An Internal Revenue Service (IRS) dollar limit applies. The dollar limit is $18,000 for 2015.

Catch-Up Contributions

If you are age 50 or older and make maximum allowable deferrals to your Plan, you are entitled to contribute an additional "catch-up contribution". The catch-up contribution is intended to help eligible employees make up for smaller contributions made earlier in their career. The maximum catch-up contribution is $6,000 for 2015. See your Plan Administrator for more details.

Employer Contributions

Match

Your employer will make a matching contribution equal to 50% of your pre-tax contributions up to 6% of your eligible compensation as defined by the terms of the Plan.

Profit Sharing

Your employer may make Profit Sharing contributions at its discretion, which will be allocated among all eligible employees, whether or not they make contributions.

Employer contributions benefit all eligible employees who are employed on the last day of the plan year.

Contribution Changes

You may increase or decrease the amount of your contributions any time.
You may stop your contributions any time.
You may restart your contributions monthly.
Future investment choices may be made daily.

Sample Company Retirement Savings Plan Highlights

VESTING

Vesting refers to your 'ownership' of a benefit from the Plan. The money that you contribute and the money it earns are always 100% vested. Any rollover or transfer contributions you make are also 100% vested.

Employer Match		Profit Sharing	
Years of Service	Vesting %	Years of Service	Vesting %
1	20%	1	20%
2	40%	2	40%
3	60%	3	60%
4	80%	4	80%
5	100%	5	100%

WITHDRAWALS

Funds may be withdrawn from your Plan account in these events:

- Qualified Retirement
- Age 59 1/2 or older
- Financial Hardship
- Termination of Service
- Death
- Disability

See your Summary Plan Description for more details about taking withdrawals from the Plan. Be sure to talk with your tax advisor and address any potential adverse tax consequences before withdrawing any money from your Plan account.

LOANS

The Plan is intended to help you put aside money for your retirement. However your employer has included a Plan feature that lets you borrow money from the Plan.

You can have 1 loan outstanding at a time. The minimum loan amount is $1,000.

The interest rate is prime plus 1 percent. You may apply for a loan using the Participant Web Site listed under Account Information in this kit.

The amount you may borrow is limited by rules under the tax laws. In general, all loans will be limited to the lesser of one-half of your vested account balance or $50,000 reduced by your highest outstanding loan balance in the last 12 months.

All loans must generally be repaid within five years. A longer term may be available if the loan is to be used to purchase your primary residence.

Other requirements and limits must be met, and certain fees may apply. Refer to the Summary Plan Description for more details about this participant loan feature.

Sample Company Retirement Savings Plan Highlights

HARDSHIP WITHDRAWALS

If you have an immediate financial need created by severe hardship and you lack other reasonably available resources to meet that need, you may be eligible to receive a hardship withdrawal from your Plan. Hardship withdrawals may be taken from employee contributions only. If a hardship withdrawal is made, your eligibility to make contributions to the plan is suspended for 6 months.

A hardship, as defined by the government, can include:

- Purchase of your primary residence
- Payment of tuition and related costs for the employee, spouse, dependents, or children who are no longer dependents for post-secondary education
- Payment of certain medical expenses
- Prevention of eviction from, or foreclosure on, your primary residence
- Funeral/burial expenses for a parent, spouse, child or dependent
- Repair of damages to employee's primary residence that qualifies for casualty deduction

ROLLOVERS

You are allowed to roll over money into your account. See your Summary Plan Description or Plan Administrator for rollover details.

Forms are available in the back of this kit to assist you with requesting a rollover from your prior account as well as electing to invest your rollover in the Plan.

ACCOUNT STATEMENTS

You will receive a statement of your account periodically. The statement will include a summary of all transactions in your account, including deposits and withdrawals, the value of your investments and the ending account balance for the period.

404(c) STATEMENT

The Plan is intended to comply with ERISA Section 404(c) regulations. This simply means that you "exercise control" over some or all of the investments in your Plan account. The fiduciaries of the Plan may be relieved of liability, or responsibility, for any losses that you may experience as a direct result of your investment decisions. As a Plan participant, you may request certain information from:

Sample Company
Human Resources
123 Main Street
Glastonbury, CT 06033
Phone: 555-212-2121
Fax: 555-313-3131

CONTACT INFORMATION

Third Party Administrator/Plan Service Provider

USI Consulting Group
95 Glastonbury Boulevard, Suite 102
Glastonbury, CT 06033
www.usicg.com

Sample Company Retirement Savings Plan Highlights

ACCOUNT INFORMATION	Participant Web Site	www.usicg.com
	Automated Voice Response Number	1-800-828-4224
	Customer Service Number	1-866-305-8846 code 999
SUMMARY PLAN DESCRIPTION	The Plan's Summary Plan Description (SPD) provides greater detail and other important information concerning your participation in the Plan. The information provided in this booklet is an overview of your Plan's features and benefits. Should there be a discrepancy between this information and the SPD, the SPD will govern.	

WHY DO YOU NEED TO SAVE FOR YOUR RETIREMENT?

A successful retirement savings strategy requires comprehensive planning. Retirement can be a time of personal well-being and financial security, but sadly, for some it is not. Social Security alone will not provide a sufficient level of income. According to most experts, you will need approximately 60% to 80% of the amount of money you are earning at the time you retire in order to maintain your standard of living during retirement. Your income will likely come from a combination of retirement plans, Social Security and personal savings. As a result, it is important that you determine how much you will need to save for your retirement.



The Cost of Waiting

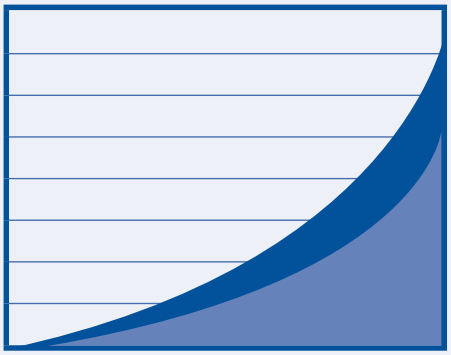
Thanks to the power of compounding, which is the ability of an investment to generate earnings that are then reinvested to generate their own earnings, the earlier that you start saving the less you have to save to reach your retirement goal. Waiting even 10 years will greatly increase the amount of money you need to save each month and the amount of time you must continue saving.

For instance, in the example below, both Lois and Ted wanted to save $500,000 for their retirement. Lois started saving when she was age 25, but Ted waited to begin saving until he was age 35. Not only did Lois meet her retirement goal, but she also ended up with $76,500 more than Ted did at retirement.

Consider This Example:

Start Age	**Lois:** Age 25	**Ted:** Age 35
Years to retirement	40	30
Monthly contribution	$150	$300
Total contribution	$72,000	$108,000
Total investment earnings	$451,651	$339,108
Total retirement savings	$523,651	$447,108

Ted contributed $36,000 more than **Lois**, yet he ended up with $76,500 less at retirement.



$523,651
Lois contributed
$150/month for 40 years

$447,108
Ted contributed
$300/month for 30 years

Assumes 8% rate of return. Quoted returns are hypothetical and do not represent the return of any particular security or group of securities. Information is for illustrative purposes only. Past performance is not indicative of future results. Actual returns may be more or less than this example.

WHY IS A RETIREMENT SAVINGS PLAN ONE OF THE BEST WAYS TO SAVE FOR RETIREMENT?



Your Contributions are Automatic

You decide what amount of your pay is invested in your plan, and that money is automatically deducted from each paycheck. With every pay period that passes, you can take comfort in knowing that you are also investing in your future. While it is up to you to determine how often you can make an increase to your contribution amount, increasing your savings rate year-over-year, such as when you receive a raise, may impact your account balance more significantly than the investments you choose.

You Can Pay Less in Taxes

A retirement savings plan allows you to save money before it is taxed, and the amount you save reduces your current taxable income, dollar for dollar. As a result, you'll pay less in taxes each pay period and may have more money to invest. You won't pay taxes on your savings until you take the money out at retirement, at which point you could be in a lower tax bracket.

Your Savings Can Grow Tax Deferred

As the investments in your account grow, your money can earn a return on both the amount you invested and the earnings - an effect known as compounding. Before you take withdrawals in retirement, compounding is enhanced in your account because taxes do not eat away at your current balance. More time lets your money work harder for you. It's true! The sooner you start, the better off you may be.

Your Savings are Portable

Your contributions can be taken with you should you decide to leave your job or retire. You can transfer (or rollover) savings from one employer's qualified plan to another, if allowed under the terms of each plan. This feature allows you to take advantage of the convenience of having your retirement savings consolidated in one plan.

The Benefit of Tax-Deferral

	Savings Without a Retirement Plan	Savings With a Retirement Plan
Gross Pay	$22,000	$22,000
Tax-Deferred Savings	$0	$1,100
Taxable Pay	**$22,000**	**$20,900**
Federal Income Taxes	$5,500	$5,225
Taxable Savings	$1,100	$0
Net Spendable Pay	**$15,400**	**$15,675**
Spendable Pay Advantage		**$275**

The chart to the left represents the impact of a 5% tax-deferred retirement savings versus taxable retirement savings on your current salary.

Assumes 25% tax bracket. For illustrative purposes only.

TYPES OF INVESTMENTS

Three major types of investments are available in your retirement plan, offered primarily through mutual funds. Understanding these three types of investments and the main risks associated with each will assist you in preparing for your financial future.

Mutual funds are investment companies that combine the assets of many investors into a single pool which is invested in a number of securities (stocks, bonds, etc.) according to a stated objective as defined by the fund's prospectus. Individual investors benefit from the expertise and resources of the fund's investment management team and the diversification that such funds offer within one or more of the three major investment types.

Stocks (Equities)

When you invest in stock funds, you are buying shares of ownership in one or more companies. The market value of a stock is determined in large part by the success or earnings potential of the company. As a stock investor, you can make money in two ways. The first is through dividends, or a portion of the company's earnings paid to you on a periodic basis. The second is by selling your stock at a higher price than the price at which it was purchased. Historically, stock investments have outperformed the other types of investment options, but they also have the highest level of risk, since their price movement can be unpredictable and can fluctuate widely. This is known as market risk.

Bonds (Fixed Income)

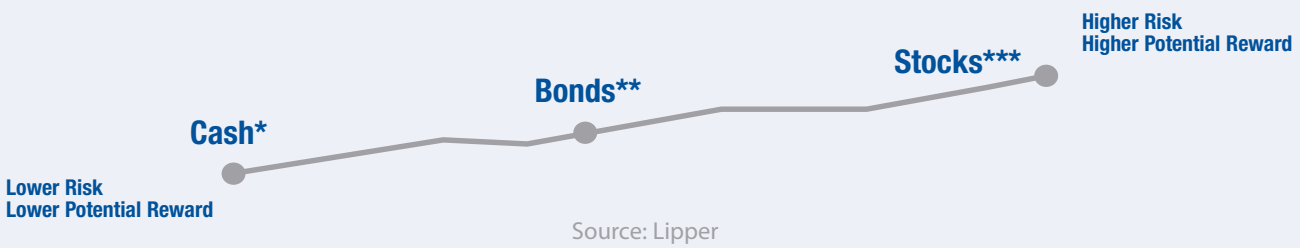
A fixed income bond fund is comprised of a variety of bonds offered by different entities with different maturity dates. A bond is a loan from an investor, such as you, to a corporation or government in exchange for interest payments and repayment of the principal amount invested at maturity. If the borrower goes bankrupt, you may lose some or all of your bond investment. This is known as credit risk.

Three main types of bonds are Corporate, Municipal and Treasury. Corporate bonds are issued by companies. Municipal bonds are issued by state and local municipalities. Treasury bonds are issued by the U.S. government. Bond prices will fluctuate with movements in interest rates and other factors. Generally, bonds gain or lose value in the opposite direction of interest rates. If interest rates go up, bond prices generally fall and vice versa.

Cash (Short-Term)

Cash and money market, or fixed interest securities, are short-term interest-bearing investments. A short-term investment has a maturity of one year or less and may include Certificates of Deposit (CDs), stable value funds and Treasury Bills (T-Bills). Such investments generally provide a lower return with less risk. These investments may experience inflation risk, or the potential inability of cash to provide long-term returns greater than the rate of inflation (a rise in the price of goods and services), thereby decreasing the investor's purchasing power over time.

Risk/Reward Comparisons



Source: Lipper

* 30-Day T-Bills ** Intermediate Government Bonds *** S&P 500

BUILDING AN INVESTMENT PLAN FOR YOUR FUTURE

Savvy investors work to create a strategy for beating inflation while managing investment risks. There is no "one" right strategy and each individual should consider the following important principles when formulating their investment plan for retirement:



Time Horizon

Your time horizon until you plan to begin withdrawing money is important because it influences how you invest your assets. Typically, a shorter time frame necessitates more conservative investments, while a longer period allows you to handle more risk. Your time horizon may be longer than you think, since you will be investing not only until retirement but during retirement. Stock and bond investments generally have higher risk in the short-term, but are more likely to produce higher returns than cash over a longer period of time. As you consider risk and return, keep in mind that your plan investments may change as your time horizon changes. As people get closer to retirement they may have less tolerance for risk and therefore may adjust their investments.

Dollar Cost Averaging

Dollar cost averaging is investing a fixed amount at regular intervals of time, such as contributing a percentage of your salary each payroll period in your retirement savings plan. Dollar cost averaging is a technique that eliminates the anxiety of trying to time the markets.

Dollar Cost Averaging

Investment Date	Amount Invested	Share Price	Number of Shares Purchased
January	$200.00	$10.00	20.000
February	$200.00	$9.00	22.222
March	$200.00	$9.10	21.978
April	$200.00	$8.50	23.529
May	$200.00	$7.50	26.667
June	$200.00	$8.00	25.000
Total Invested/Total Shares	$1,200.00		139.396
Average Share Price		$8.68	
Average Cost Per Share			$8.61

Dollar cost averaging may allow investors to more effectively weather the ups and downs in the market. A person who invests the same dollar amount each period will buy more shares of an investment when the market price is low and fewer when its price is high. As a result, the average purchase price may be lower than the average of the market prices over the same period of time.

BUILDING AN INVESTMENT PLAN FOR YOUR FUTURE

Diversifying Investments

Diversification simply means spreading out your money among different types of investments that have different characteristics, such as stocks, bonds and cash. This process of choosing the appropriate amount of money to invest in higher and lower risk investments is often called "asset allocation."

The mutual funds offered through your retirement plan pool your money with that of your co-workers and other investors to purchase a number of different investments within a fund. Each stock fund, for example, may invest in numerous companies, spread across a broad spectrum of industries. This means that if one company has problems, a sufficiently diversified fund should not suffer a major loss. Similarly, bond funds invest in bonds with varying maturity dates issued by various entities.

Generally, when one type or class of investment does well, another may not. For instance, when stocks perform well, typically bonds do not. It is important that you consider investing in different types of assets, which may allow you to lower your total account risk with a goal of experiencing smoother overall investment performance.

You can further diversify by investing in several funds (stocks, bonds, etc.) or by choosing a fund that invests in the different asset classes.

Rebalancing

Over time, gains in some types of investments and losses in others could cause your portfolio to shift from your intended asset allocation strategy. Rebalancing your portfolio, or selling some of your investments that have grown and investing more in those that have fallen behind, can help ensure that you maintain a level of investment risk that you are comfortable with.



Rebalancing Your Plan Investments

Alan allocates his retirement investments among three asset types: 50% in stock funds, 30% in fixed income funds, and 20% in a money market fund.

Over the past couple of years, the stock funds declined so that his money is now divided 45% in stock funds, 33% in fixed income funds, and 22% in the money market fund.

Alan may want to transfer some money from the fixed income and money market funds to the stock funds to maintain his desired allocation mix.

WHAT TYPE OF INVESTOR ARE YOU?

Once you join your employer's retirement plan, you need to develop an investment strategy. This questionnaire can help you determine whether you are a conservative, moderate, or aggressive investor and which asset allocation may be suitable for your situation. Use this information in combination with other investment planning advice available to you.



Please read the following statements. Rank yourself on a scale from 1 to 5 as to whether you agree or disagree with each statement by circling your choice. Total the numbers circled and enter your score below.

Investor Profile Questionnaire

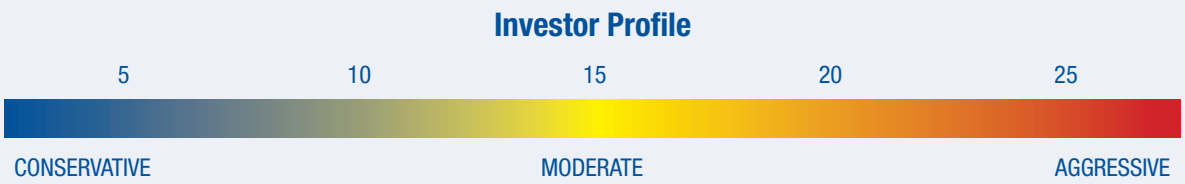
1 = Strongly disagree	2 = Disagree	3 = Neutral	4=Agree	5=Strongly Agree

1.	To obtain above-average returns on my investments, I am willing to accept above-average risk of investment losses.	1	2	3	4	5
2.	Staying ahead of inflation is more important to me than maintaining stable account values.	1	2	3	4	5
3.	If an investment loses money over the course of a year, I can easily resist the temptation to sell it.	1	2	3	4	5
4.	I do not plan to withdraw my retirement money for major expenses before I retire.	1	2	3	4	5
5.	I consider myself knowledgeable about economic issues and personal investing.	1	2	3	4	5

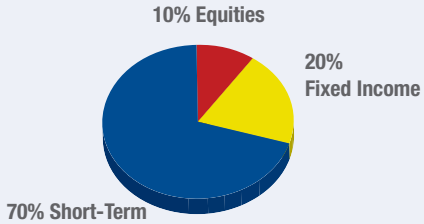
Total Score _____

Compare your score with the Investor Profile and Sample Asset Allocations on the next page. Remember, neither the five statements nor your total score is meant to tell you which investments to choose. Rather, the questionnaire may help you better understand your objectives and feelings about risk so you can select investments that are right for your situation.

WHAT TYPE OF INVESTOR ARE YOU?

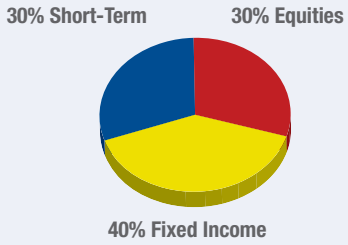


Compare Your Score: Sample Asset Allocations



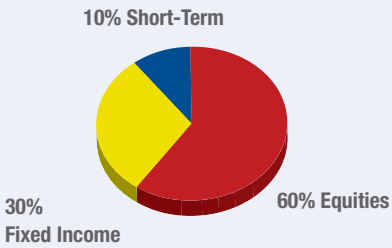
5-11 = Conservative Investor

This score indicates you may have a low tolerance for risk and you are seeking only a small amount of capital growth. A conservative investor may want to invest primarily in short-term investments with only a small amount invested in stocks and bonds. A portfolio weighted in this manner typically suggests an investment time horizon of less than five years.



12-18 = Moderate Investor

This score indicates that your investment time frame is five years or more. It is likely that you desire to outperform conservative investments over the long term. Your score suggests that you are willing to take on some additional risk because you are aware that time tends to work in the investor's favor. Over longer periods of time, greater risks can potentially result in greater returns. A moderate investor views the growth potential of stocks over the long term as an essential part of his or her investment mix.



19-25 = Aggressive Investor

This score points to an investor willing to accept market risk as he or she seeks the opportunity for capital growth that is made possible by investments in stocks. The score also indicates that your investment time horizon is ten or more years. Historically over time, stocks have outperformed most other capital market investments, but also fluctuate in market value. An aggressive investor may wish to include the stocks of smaller U.S. companies and the stocks of foreign companies in his or her portfolio.

The asset allocations presented above are only examples of the types of allocations you may wish to consider based on your answers to the profile questionnaire. They are not intended as investment advice. The final decision on any allocation or investment is yours. Your investment strategy should be reviewed periodically as your investment profile changes. Your portfolio value will fluctuate with market conditions. Past performance is no guarantee of future results.

HOW MUCH MONEY WILL YOU NEED TO SAVE FOR RETIREMENT?



People today are living longer thanks to healthier lifestyles and medical advances. It is important to save enough money to last through all of those years. When calculating how much you will need to save in your retirement plan, you should consider personal savings, investments, other retirement plan balances, expected Social Security benefits and any other income sources that may supplement your retirement income.

The chart below will help to give you an estimate of the total amount of money you will need at retirement as well as a suggested amount to contribute to your retirement savings plan from each paycheck, taking into consideration the amount of money you may have already saved.

Current Age	Annual Salary	Amount Needed at Retirement	Amount Already Saved	Suggested Minimum Contribution
21-30	$25,000 $35,000 $50,000 $75,000	$641,000 $981,000 $1,491,000 $2,341,000	$0 $0 $0 $0	9-11% 10-12% 10-12% 11-13%
31-40	$25,000 $35,000 $50,000 $75,000	$441,000 $692,000 $1,071,000 $1,700,000	$15,000 $25,000 $50,000 $75,000	9-11% 11-13% 10-12% 11-13%
41-50	$25,000 $35,000 $50,000 $75,000	$294,000 $479,000 $756,000 $1,219,000	$35,000 $70,000 $110,000 $190,000	11-13% 10-12% 11-13% 11-13%
51-60	$25,000 $35,000 $50,000 $75,000	$186,000 $320,000 $521,000 $855,000	$15,000 $25,000 $50,000 $75,000	9-11% 9-11% 10-12% 11-13%

Assumptions: Retirement age 65. Length of retirement of 25 years. Annual inflation rate of 3%. Annual rate of return before and during retirement of 8%. Tax rate during retirement of 20%. Assumes tax-deferred investments in retirement plan. Social Security benefit of $1,000 per month starting at age 65. Annual inflation rate on Social Security of 1%. Assumes that a person will spend an average of 60% of his or her current salary in retirement. Balance at death is $0. These are examples only and are not intended as a projection or guarantee. Actual results may vary.

For an estimate of your Social Security benefits, please contact the Social Security Administration at (800) 772-1213 or www.ssa.gov.

Step 1 – In the first column, select the age range that matches your current age.

Step 2 – Choose the salary that comes closest to what you currently make per year.

Step 3 – Review the estimated amount you will need at retirement and the amount of existing savings needed to reach this goal in conjunction with the suggested minimum contribution percentages listed in the last column. If you have more existing savings, then you could consider the lower part of the contribution range. If your savings is less, then you should consider at least the highest contribution percentage shown.

INVESTMENT INFORMATION

Now that you have reviewed the basics of investing and what type of investor you are, it's time to learn about the investment options available in your plan to create your asset allocation. This portion of the kit provides information on each investment option offered as well as a summary of the investment performance of all funds.





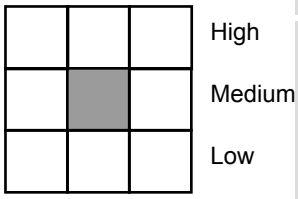
JPMorgan Core Bond A

Fund Overview as of 12/31/2014

Management Company
JPMorgan
Jpmorgan Trust II
245 Park Avenue
New York, NY 10167
800-480-4111

Ticker	**PGBOX**
Expense Ratio	**0.75%**
Month End NAV (12/31/2014)	**$11.76**
Sub-Advisor	**None**
Fund Manager	**Team**
Fund Manager Tenure	**15.85 Yr(s)**
Inception Date	**05/01/1992**
Asset Type	**Taxable Bond**
Share Class Assets	**26,326.1 Million**
# of Securities	**4342**
Avg 12 Month Turnover	**15.00%**
Redemption Fees	**n/a**

Asset Classification
Intermediate-Term



MorningStar ®
Style Box ™

Investment Risk



Annualized Performance as of 12/31/2014

	3 mos	YTD	1 Yr	3 Yrs	5 Yrs	10 Yrs	Life
Fund	1.52%	5.04%	5.04%	2.59%	4.38%	4.78%	6.17%
Morningstar Cat*	1.11%	5.18%	5.18%	3.38%	4.78%	4.41%	---
Category Rank	26%	62%	62%	75%	67%	38%	

* Morningstar Intermediate-Term Bond Average

The performance information contained herein represents past performance. Past performance does not guarantee future results. The investment return and principal value of an investment will fluctuate so that your investment, when redeemed, may be worth more or less than their performance data quoted. Current performance may be higher or lower than the performance shown here. The most recent month-end performance information for the Fund may be obtained by contacting the mutual fund company at 800-480-4111.

Calendar Year Performance as of 12/31/2014

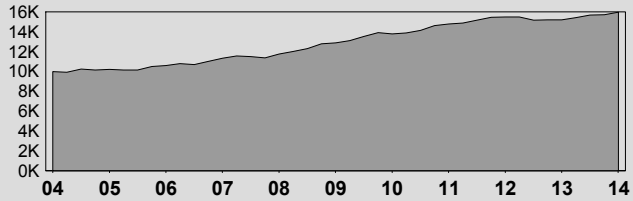
	2009	2010	2011	2012	2013
JPMorgan Core Bond A	9.52%	7.06%	7.18%	4.82%	-1.92%

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SEE DISCLOSURE PAGE FOR ADDITIONAL INFORMATION.

Investment Policy

The investment seeks to maximize total return by investing primarily in a diversified portfolio of intermediate- and long-term debt securities. The fund is designed to maximize total return by investing in a portfolio of investment grade intermediate- and long-term debt securities. As part of its main investment strategy, it may principally invest in corporate bonds, US treasury obligations and other US government and agency securities, and asset-backed, mortgage-related and mortgage-backed securities.

Growth of $10,000 Investment as of 12/31/2014



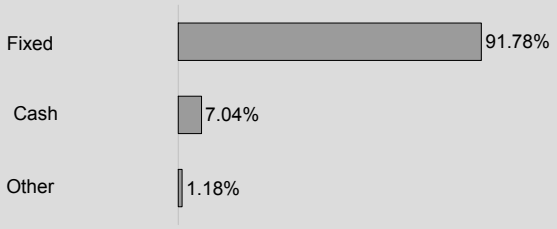
Performance shown in the Growth of $10,000 chart does not include any applicable sales charges and fees. The chart represents a hypothetical investment at the beginning of the time period shown.

Top 10 Holdings as of 11/30/2014

Holding Name	Percent of TNA
U S Treas Sec Stripped Int Pmt	**1.12%**
U S Treas Sec Stripped Int Pmt	**1.08%**
US Treasury Note 3.125%	**0.75%**
Resolution Fdg Fed Bk Prin Stp	**0.74%**
U S Treas Sec Stripped Int Pmt	**0.72%**
US Treasury Note 3.25%	**0.72%**
U S Treas Sec Stripped Int Pmt	**0.66%**
U S Treas Sec Stripped Int Pmt	**0.65%**
U S Treas Sec Stripped Int Pmt	**0.62%**
U S Treas Sec Stripped Int Pmt	**0.56%**
Percent of Assets in Top Holdings	**7.62%**

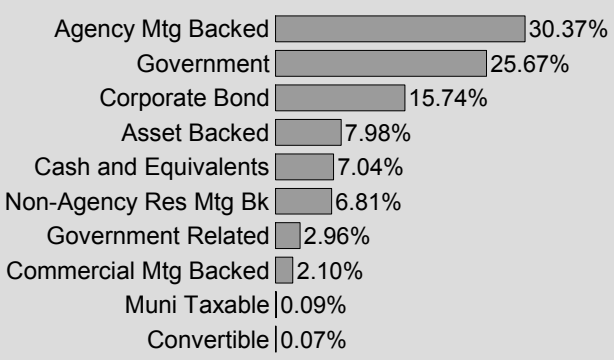
Data is based on information collected from the investment company, is updated as of the date shown on the section's title, and will vary over time.

Asset Allocation as of 11/30/2014



Asset Allocation may equal less than or greater than 100% due to hedged funds or leveraged cash positions by the fund.

Top Sectors By Percent** as of 11/30/2014



** Sector weightings based on Industry Classification Benchmarks (ICB) Industries

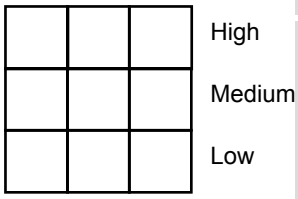
PIMCO High Yield A

Fund Overview as of 12/31/2014

Management Company
PIMCO
PIMCO Investments LLC distributor
1633 Broadway
New York, NY 10019
888-877-4626

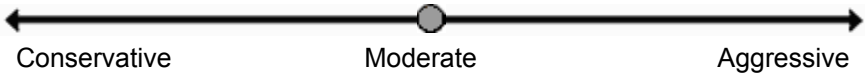
Ticker	**PHDAX**
Expense Ratio	**0.90%**
Month End NAV (12/31/2014)	**$9.14**
Sub-Advisor	**None**
Fund Manager	**Andrew Jessop**
Fund Manager Tenure	**4.98 Yr(s)**
Inception Date	**01/13/1997**
Asset Type	**Taxable Bond**
Share Class Assets	**10,361.3 Million**
# of Securities	**766**
Avg 12 Month Turnover	**25.00%**
Redemption Fees	**n/a**

Asset Classification
High Yield Bond



MorningStar ®
Style Box ™

Investment Risk



Annualized Performance as of 12/31/2014

	3 mos	YTD	1 Yr	3 Yrs	5 Yrs	10 Yrs	Life
Fund	0.33%	2.95%	2.95%	7.40%	7.88%	6.47%	6.60%
Morningstar Cat*	-1.56%	1.11%	1.11%	7.41%	7.86%	6.31%	---
Category Rank	11%	15%	15%	54%	52%	45%	

* Morningstar High Yield Bond Average

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Calendar Year Performance as of 12/31/2014

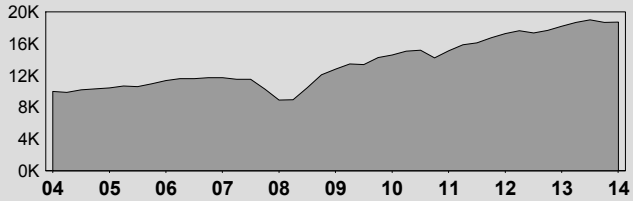
	2009	2010	2011	2012	2013
PIMCO High Yield A	43.56%	13.84%	3.64%	14.15%	5.40%

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SEE DISCLOSURE PAGE FOR ADDITIONAL INFORMATION.

Investment Policy

The investment seeks maximum total return, consistent with preservation of capital and prudent investment management. The fund invests at least 80% of its assets in a diversified portfolio of high yield securities ("junk bonds"), which may be represented by forwards or derivatives. It may invest up to 20% of its total assets in securities rated Caa or below by Moody's, or equivalently rated by S&P or Fitch, or, if unrated, determined by PIMCO to be of comparable quality. The fund may invest, without limitation, in derivative instruments.

Growth of $10,000 Investment as of 12/31/2014



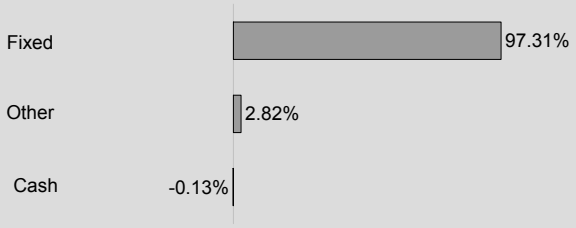
Performance shown in the Growth of $10,000 chart does not include any applicable sales charges and fees. The chart represents a hypothetical investment at the beginning of the time period shown.

Top 10 Holdings as of 09/30/2014

Holding Name	Percent of TNA
Cdx Hy22 5y Ice	**2.20%**
Cdx Hy20 5y Ice	**1.48%**
Renaissance Acquisition 144A 6.875%	**0.70%**
Cdx Hy19 5y Cme	**0.69%**
Hca 7.5%	**0.67%**
Crimson Merger Sub / Ortho-C 144A 6.625%	**0.62%**
Cit Grp 5%	**0.61%**
Biomet 6.5%	**0.54%**
Hca 5.875%	**0.49%**
Hd Sply 7.5%	**0.48%**
Percent of Assets in Top Holdings	**8.48%**

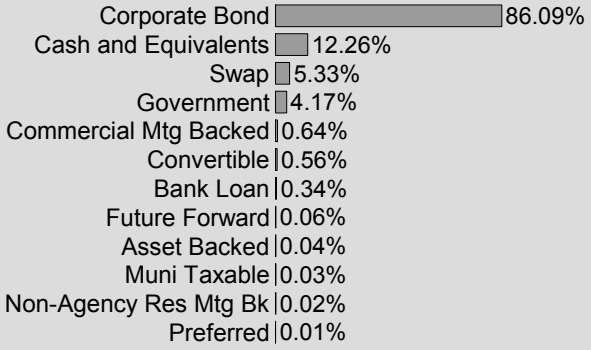
Data is based on information collected from the investment company, is updated as of the date shown on the section's title, and will vary over time.

Asset Allocation as of 09/30/2014



Asset Allocation may equal less than or greater than 100% due to hedged funds or leveraged cash positions by the fund.

Top Sectors By Percent** as of 09/30/2014



** Sector weightings based on Industry Classification Benchmarks (ICB) Industries

American Funds Income Fund of Amer A

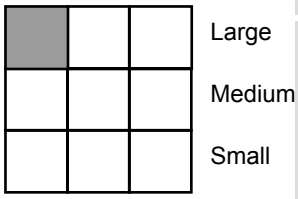
Fund Overview as of 12/31/2014

Management Company

American Funds
The Income Fund of America, Inc.
One Market, Steuart Tower, Suite 1800
San Francisco, CA 94105-1409
800-421-4225

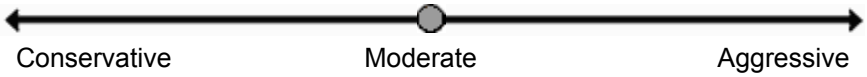
Ticker	**AMECX**
Expense Ratio	**0.57%**
Month End NAV (12/31/2014)	**$21.58**
Sub-Advisor	**None**
Fund Manager	**Team**
Fund Manager Tenure	**15.09 Yr(s)**
Inception Date	**11/30/1973**
Asset Type	**Allocation**
Share Class Assets	**96,679.1 Million**
# of Securities	**1595**
Avg 12 Month Turnover	**47.00%**
Redemption Fees	**n/a**

Asset Classification
Moderate Allocation



MorningStar ®
Style Box ™

Investment Risk



Annualized Performance as of 12/31/2014

	3 mos	YTD	1 Yr	3 Yrs	5 Yrs	10 Yrs	Life
Fund	1.97%	8.39%	8.39%	12.80%	11.15%	6.85%	11.36%
Morningstar Cat*	1.87%	6.21%	6.21%	11.72%	9.43%	5.93%	---
Category Rank	53%	25%	25%	32%	13%	16%	

* Morningstar Moderate Allocation Average

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Calendar Year Performance as of 12/31/2014

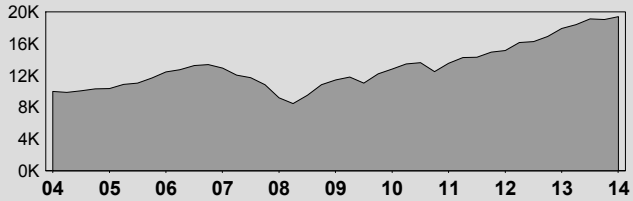
	2009	2010	2011	2012	2013
American Funds Income Fund of Amer A	24.51%	11.97%	5.58%	11.95%	18.26%

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SEE DISCLOSURE PAGE FOR ADDITIONAL INFORMATION.

Investment Policy

The investment seeks to provide investors with current income while secondarily striving for capital growth. Normally the fund invests primarily in income-producing securities. These include equity securities, such as dividend-paying common stocks, and debt securities, such as interest-paying bonds. Generally at least 60% of the fund's assets will be invested in common stocks and other equity-type securities. The fund may also invest up to 25% of its assets in equity securities of issuers domiciled outside the United States, including issuers in developing countries.

Growth of $10,000 Investment as of 12/31/2014



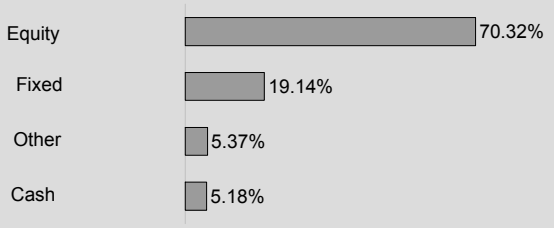
Performance shown in the Growth of $10,000 chart does not include any applicable sales charges and fees. The chart represents a hypothetical investment at the beginning of the time period shown.

Top 10 Holdings as of 09/30/2014

Holding Name	Percent of TNA
Merck & Co Inc	**3.27%**
Microsoft Corp	**3.11%**
General Electric Co	**2.13%**
Verizon Communications Inc	**1.85%**
Pfizer Inc	**1.83%**
Bristol-Myers Squibb Company	**1.79%**
E I du Pont de Nemours & Company	**1.68%**
PepsiCo Inc	**1.51%**
Cisco Systems Inc	**1.44%**
Procter & Gamble Co	**1.40%**
Percent of Assets in Top Holdings	**20.01%**

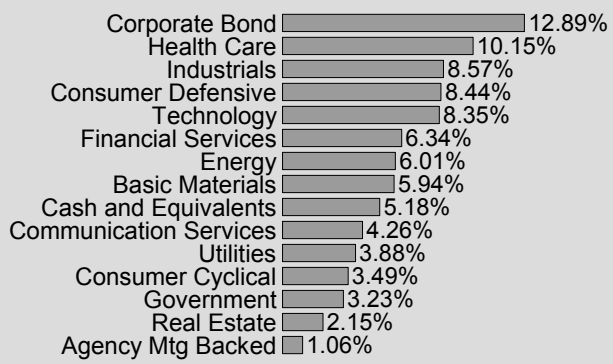
Data is based on information collected from the investment company, is updated as of the date shown on the section's title, and will vary over time.

Asset Allocation as of 09/30/2014



Asset Allocation may equal less than or greater than 100% due to hedged funds or leveraged cash positions by the fund.

Top 15 Sectors By Percent** as of 09/30/2014



** Sector weightings based on Industry Classification Benchmarks (ICB) Industries

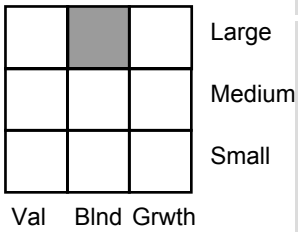
JPMorgan Equity Index A

Fund Overview as of 12/31/2014

Management Company
JPMorgan
Jpmorgan Trust II
245 Park Avenue
New York, NY 10167
800-480-4111

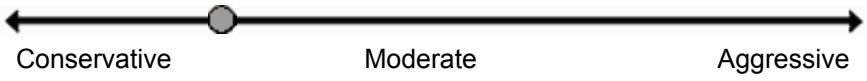
Ticker	**OGEAX**
Expense Ratio	**0.45%**
Month End NAV (12/31/2014)	**$41.02**
Sub-Advisor	**None**
Fund Manager	**Team**
Fund Manager Tenure	**5.59 Yr(s)**
Inception Date	**02/18/1992**
Asset Type	**U.S. Equity**
Share Class Assets	**1,982.4 Million**
# of Securities	**503**
Avg 12 Month Turnover	**5.00%**
Redemption Fees	**n/a**

Asset Classification
Large Blend



MorningStar ®
Style Box ™

Investment Risk



Annualized Performance as of 12/31/2014

	3 mos	YTD	1 Yr	3 Yrs	5 Yrs	10 Yrs	Life
Fund	4.82%	13.12%	13.12%	19.85%	14.93%	7.22%	8.93%
Morningstar Cat*	4.19%	10.96%	10.96%	19.00%	13.88%	7.02%	---
Category Rank	38%	27%	27%	40%	29%	43%	

* Morningstar Large Blend Average

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Calendar Year Performance as of 12/31/2014

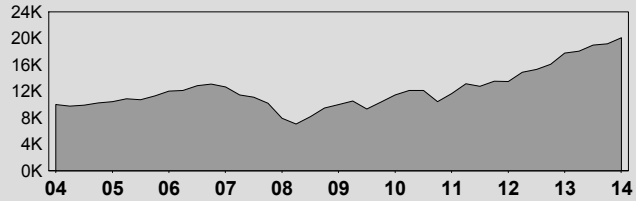
	2009	2010	2011	2012	2013
JPMorgan Equity Index A	26.11%	14.54%	1.69%	15.50%	31.77%

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SEE DISCLOSURE PAGE FOR ADDITIONAL INFORMATION.

Investment Policy

The investment seeks investment results that correspond to the aggregate price and dividend performance of securities in the Standard & Poor's 500 Composite Stock Price Index (S&P 500 Index). The fund invests in stocks included in the S&P 500 Index and also may invest in stock index futures. The fund's adviser attempts to track the aggregate price and dividend performance of securities in the S&P 500 Index to achieve a correlation of at least 0.95 between the performance of the fund and that of the index without taking into account the fund's expenses.

Growth of $10,000 Investment as of 12/31/2014



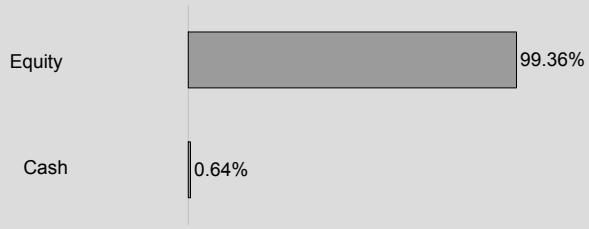
Performance shown in the Growth of $10,000 chart does not include any applicable sales charges and fees. The chart represents a hypothetical investment at the beginning of the time period shown.

Top 10 Holdings as of 11/30/2014

Holding Name	Percent of TNA
Apple Inc	**3.84%**
Microsoft Corp	**2.13%**
Exxon Mobil Corporation	**2.08%**
Johnson & Johnson	**1.65%**
Berkshire Hathaway Inc Class B	**1.46%**
General Electric Co	**1.43%**
Wells Fargo & Co	**1.40%**
Procter & Gamble Co	**1.32%**
JPMorgan Chase & Co	**1.22%**
Verizon Communications Inc	**1.13%**
Percent of Assets in Top Holdings	**17.66%**

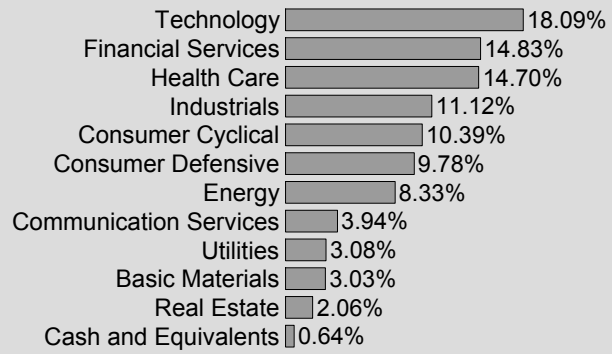
Data is based on information collected from the investment company, is updated as of the date shown on the section's title, and will vary over time.

Asset Allocation as of 11/30/2014



Asset Allocation may equal less than or greater than 100% due to hedged funds or leveraged cash positions by the fund.

Top Sectors By Percent** as of 11/30/2014



** Sector weightings based on Industry Classification Benchmarks (ICB) Industries

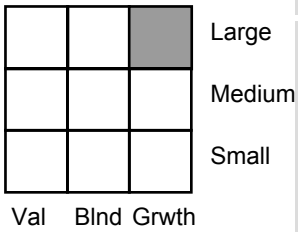
T. Rowe Price Growth Stock R

Fund Overview as of 12/31/2014

Management Company
T. Rowe Price
T. Rowe Price Growth Stock Fund, Inc.
100 East Pratt Street
Baltimore, MD 21202
800-638-8790

Ticker	**RRGSX**
Expense Ratio	**1.19%**
Month End NAV (12/31/2014)	**$50.16**
Sub-Advisor	**None**
Fund Manager	**Joseph Fath**
Fund Manager Tenure	**0.96 Yr(s)**
Inception Date	**09/30/2002**
Asset Type	**U.S. Equity**
Share Class Assets	**44,155.0 Million**
# of Securities	**106**
Avg 12 Month Turnover	**34.70%**
Redemption Fees	**n/a**

Asset Classification
Large Growth

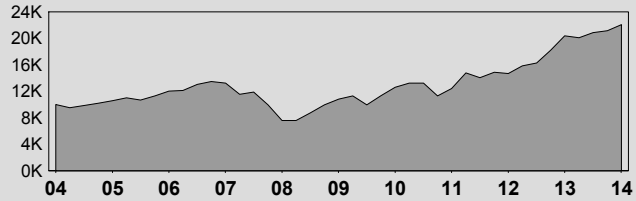


MorningStar ®
Style Box ™

Investment Policy

The investment seeks long-term capital growth through investments in stocks. The fund will normally invest at least 80% of its net assets (including any borrowings for investment purposes) in the common stocks of a diversified group of growth companies. It generally seeks investments in stocks of large-capitalization companies. While most assets will typically be invested in US common stocks, the fund may invest in foreign stocks in keeping with the fund's objectives.

Growth of $10,000 Investment as of 12/31/2014



Performance shown in the Growth of $10,000 chart does not include any applicable sales charges and fees. The chart represents a hypothetical investment at the beginning of the time period shown.

Top 10 Holdings as of 09/30/2014

Holding Name	Percent of TNA
Amazon.com Inc	**3.89%**
Priceline Group Inc	**3.14%**
Gilead Sciences Inc	**3.09%**
Google Inc Class A	**3.08%**
Google Inc	**3.07%**
Visa Inc Class A	**2.76%**
Biogen Idec Inc	**2.15%**
Crown Castle International Corp	**2.12%**
McKesson Corp	**2.10%**
MasterCard Inc Class A	**2.09%**
Percent of Assets in Top Holdings	**27.49%**

Data is based on information collected from the investment company, is updated as of the date shown on the section's title, and will vary over time.

Investment Risk



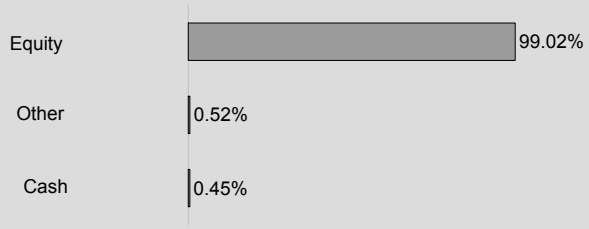
Annualized Performance as of 12/31/2014

	3 mos	YTD	1 Yr	3 Yrs	5 Yrs	10 Yrs	Life
Fund	4.18%	8.27%	8.27%	21.07%	15.26%	8.23%	10.55%
Morningstar Cat*	4.42%	10.00%	10.00%	19.41%	14.09%	7.68%	---
Category Rank	59%	72%	72%	23%	25%	32%	

* Morningstar Large Growth Average

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Asset Allocation as of 09/30/2014



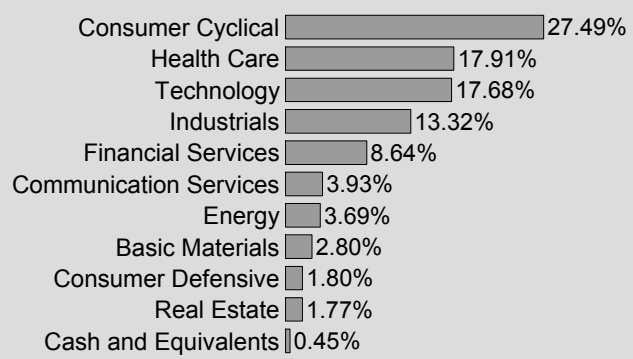
Asset Allocation may equal less than or greater than 100% due to hedged funds or leveraged cash positions by the fund.

Calendar Year Performance as of 12/31/2014

	2009	2010	2011	2012	2013
T. Rowe Price Growth Stock R	42.61%	16.34%	-1.46%	18.34%	38.50%

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SEE DISCLOSURE PAGE FOR ADDITIONAL INFORMATION.

Top Sectors By Percent** as of 09/30/2014



** Sector weightings based on Industry Classification Benchmarks (ICB) Industries

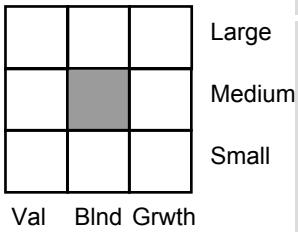
JHancock Disciplined Value Mid Cap A

Fund Overview as of 12/31/2014

Management Company
John Hancock
John Hancock Funds
601 Congress Street
Boston, MA 02210
800-225-5291

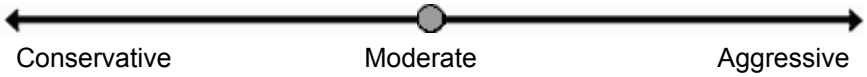
Ticker	**JVMAX**
Expense Ratio	**1.18%**
Month End NAV (12/31/2014)	**$19.34**
Sub-Advisor	**Robeco Investment Management,**
Fund Manager	**Team**
Fund Manager Tenure	**9.10 Yr(s)**
Inception Date	**06/02/1997**
Asset Type	**U.S. Equity**
Share Class Assets	**9,889.7 Million**
# of Securities	**134**
Avg 12 Month Turnover	**39.00%**
Redemption Fees	**n/a**

Asset Classification
Mid-Cap Value



MorningStar ®
Style Box ™

Investment Risk



Annualized Performance as of 12/31/2014

	3 mos	YTD	1 Yr	3 Yrs	5 Yrs	10 Yrs	Life
Fund	8.04%	12.95%	12.95%	22.89%	18.01%	11.37%	10.32%
Morningstar Cat*	4.88%	9.31%	9.31%	19.93%	15.05%	8.09%	---
Category Rank	6%	18%	18%	9%	4%	1%	

* Morningstar Mid-Cap Value Average

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Calendar Year Performance as of 12/31/2014

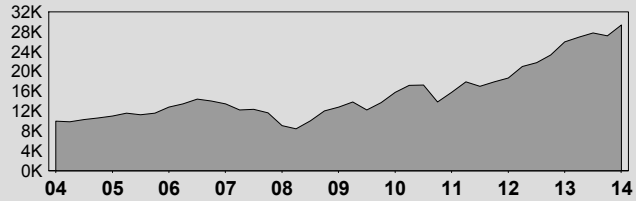
	2009	2010	2011	2012	2013
JHancock Disciplined Value Mid Cap A	40.78%	22.96%	0.32%	18.08%	39.14%

You should consider the investment objectives, risks, charges and expenses of the Fund carefully before investing. This and other information is contained in the Fund's Prospectus, which can be obtained by contacting the mutual fund company at 800-225-5291. You should read the Prospectus carefully before choosing a Fund.
SEE DISCLOSURE PAGE FOR ADDITIONAL INFORMATION.

Investment Policy

The investment seeks long-term growth of capital with current income as a secondary objective. Under normal circumstances, the fund seeks to achieve its investment objectives by investing at least 80% of its net assets (including borrowings for investment purposes) in a diversified portfolio consisting primarily of equity securities, such as common stocks, of issuers with medium market capitalizations, and identified by the subadvisor as having value characteristics. It may also invest up to 20% of its total assets in foreign currency-denominated securities.

Growth of $10,000 Investment as of 12/31/2014



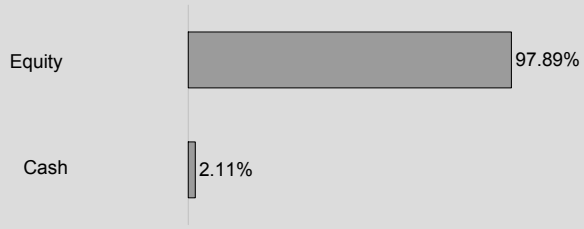
Performance shown in the Growth of $10,000 chart does not include any applicable sales charges and fees. The chart represents a hypothetical investment at the beginning of the time period shown.

Top 10 Holdings as of 10/31/2014

Holding Name	Percent of TNA
TD Ameritrade Holding Corp	**2.09%**
Robert Half International Inc	**1.80%**
Lear Corp	**1.72%**
Western Digital Corp	**1.62%**
Graphic Packaging Holding Co	**1.52%**
Marsh & McLennan Companies Inc	**1.52%**
Equity Residential	**1.49%**
Macy's Inc	**1.40%**
Boston Properties Inc	**1.39%**
Crown Holdings Inc	**1.37%**
Percent of Assets in Top Holdings	**15.92%**

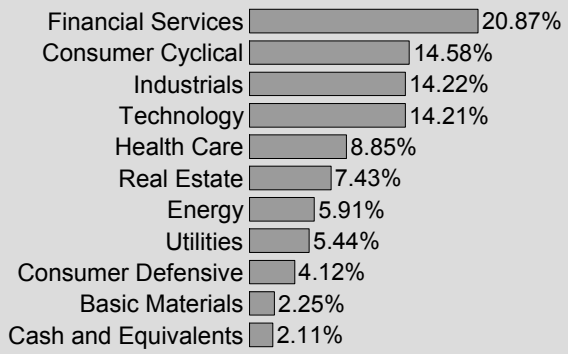
Data is based on information collected from the investment company, is updated as of the date shown on the section's title, and will vary over time.

Asset Allocation as of 10/31/2014



Asset Allocation may equal less than or greater than 100% due to hedged funds or leveraged cash positions by the fund.

Top Sectors By Percent** as of 10/31/2014



** Sector weightings based on Industry Classification Benchmarks (ICB) Industries

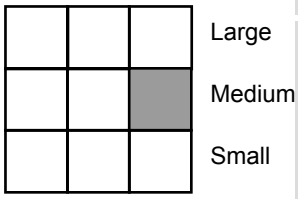
Columbia Acorn A

Fund Overview as of 12/31/2014

Management Company
Columbia
Columbia Acorn Trust
227 W Monroe Ste 3000
Chicago, IL 60606
800-345-6611

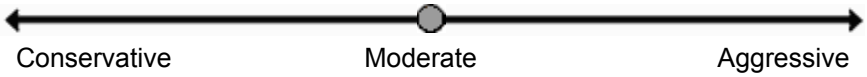
Ticker	**LACAX**
Expense Ratio	**1.08%**
Month End NAV (12/31/2014)	**$30.30**
Sub-Advisor	**None**
Fund Manager	**Team**
Fund Manager Tenure	**6.01 Yr(s)**
Inception Date	**10/13/2000**
Asset Type	**U.S. Equity**
Share Class Assets	**16,051.2 Million**
# of Securities	**287**
Avg 12 Month Turnover	**18.00%**
Redemption Fees	**n/a**

Asset Classification
Mid-Cap Growth



MorningStar ®
Style Box ™

Investment Risk



Annualized Performance as of 12/31/2014

	3 mos	YTD	1 Yr	3 Yrs	5 Yrs	10 Yrs	Life
Fund	3.83%	0.55%	0.55%	15.57%	13.02%	8.08%	9.69%
Morningstar Cat*	5.15%	7.00%	7.00%	18.21%	14.76%	8.29%	---
Category Rank	78%	92%	92%	86%	82%	58%	

* Morningstar Mid-Cap Growth Average

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Calendar Year Performance as of 12/31/2014

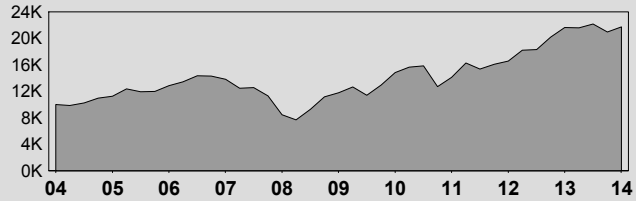
	2009	2010	2011	2012	2013
Columbia Acorn A	39.26%	25.61%	-4.91%	17.62%	30.53%

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SEE DISCLOSURE PAGE FOR ADDITIONAL INFORMATION.

Investment Policy

The investment seeks long-term capital appreciation. Under normal circumstances, the fund invests a majority of its net assets in the common stock of small- and mid-sized companies with market capitalizations under $5 billion at the time of initial investment. It invests the majority of its assets in U.S. companies, but also may invest up to 33% of its total assets in foreign companies in developed markets (for example, Japan, Canada and the United Kingdom) and in emerging markets (for example, China, India and Brazil).

Growth of $10,000 Investment as of 12/31/2014



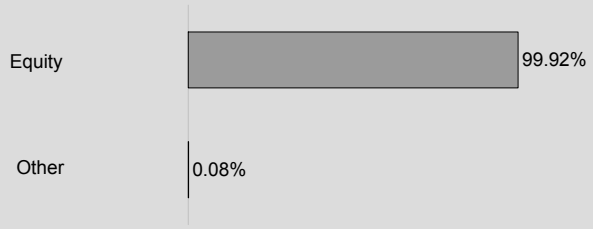
Performance shown in the Growth of $10,000 chart does not include any applicable sales charges and fees. The chart represents a hypothetical investment at the beginning of the time period shown.

Top 10 Holdings as of 11/30/2014

Holding Name	Percent of TNA
Ametek Inc	**2.36%**
Mettler-Toledo International Inc	**2.24%**
Donaldson Co Inc	**1.96%**
Cepheid	**1.92%**
Amphenol Corp Class A	**1.90%**
SEI Investments Company	**1.74%**
Nordson Corp	**1.59%**
Avis Budget Group Inc	**1.44%**
SBA Communications Corp	**1.31%**
Ansys Inc	**1.25%**
Percent of Assets in Top Holdings	**17.71%**

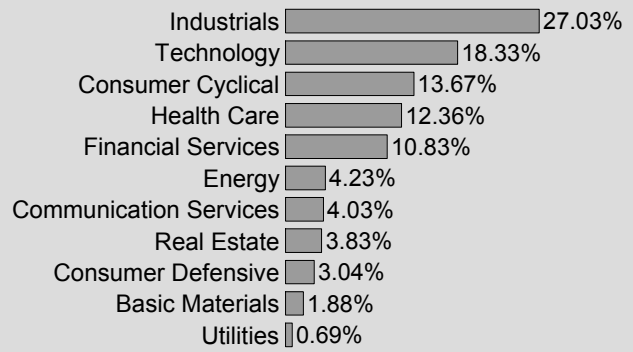
Data is based on information collected from the investment company, is updated as of the date shown on the section's title, and will vary over time.

Asset Allocation as of 11/30/2014



Asset Allocation may equal less than or greater than 100% due to hedged funds or leveraged cash positions by the fund.

Top Sectors By Percent** as of 11/30/2014



** Sector weightings based on Industry Classification Benchmarks (ICB) Industries

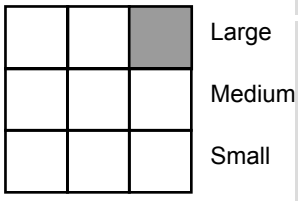
Franklin Flex Cap Growth A

Fund Overview as of 12/31/2014

Management Company
Franklin Templeton Investments
Franklin Strategic Series
One Franklin Parkway
San Mateo, CA 94403-1906
800-632-2301

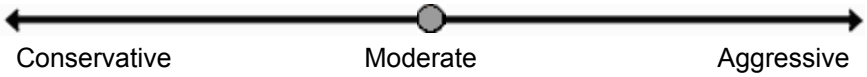
Ticker	**FKCGX**
Expense Ratio	**0.97%**
Month End NAV (12/31/2014)	**$49.52**
Sub-Advisor	**None**
Fund Manager	**Team**
Fund Manager Tenure	**12.62 Yr(s)**
Inception Date	**10/30/1991**
Asset Type	**U.S. Equity**
Share Class Assets	**3,498.6 Million**
# of Securities	**146**
Avg 12 Month Turnover	**41.08%**
Redemption Fees	**n/a**

Asset Classification
Large Growth



MorningStar ®
Style Box ™

Investment Risk



Annualized Performance as of 12/31/2014

	3 mos	YTD	1 Yr	3 Yrs	5 Yrs	10 Yrs	Life
Fund	3.71%	6.24%	6.24%	16.89%	12.26%	7.11%	11.37%
Morningstar Cat*	4.42%	10.00%	10.00%	19.41%	14.09%	7.68%	---
Category Rank	69%	87%	87%	87%	83%	67%	

* Morningstar Large Growth Average

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Calendar Year Performance as of 12/31/2014

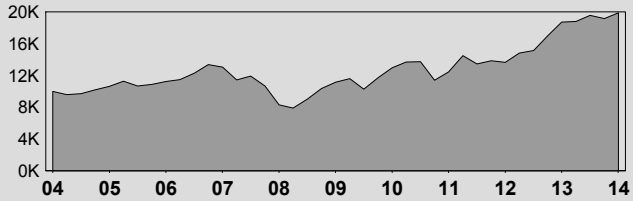
	2009	2010	2011	2012	2013
Franklin Flex Cap Growth A	34.19%	16.28%	-4.02%	9.60%	37.17%

You should consider the investment objectives, risks, charges and expenses of the Fund carefully before investing. This and other information is contained in the Fund's Prospectus, which can be obtained by contacting the mutual fund company at 800-632-2301. You should read the Prospectus carefully before choosing a Fund.
SEE DISCLOSURE PAGE FOR ADDITIONAL INFORMATION.

Investment Policy

The investment seeks capital appreciation. The fund invests predominantly in equity securities of companies that the investment manager believes have the potential for capital appreciation. The equity securities in which the fund invests are predominantly common stock. It has the flexibility to invest in companies located, headquartered, or operating inside and outside the United States, across the entire market capitalization spectrum from small, emerging growth companies to well-established, large-cap companies.

Growth of $10,000 Investment as of 12/31/2014



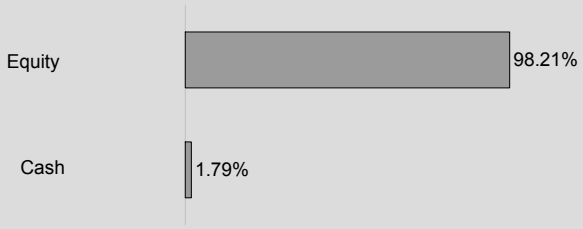
Performance shown in the Growth of $10,000 chart does not include any applicable sales charges and fees. The chart represents a hypothetical investment at the beginning of the time period shown.

Top 10 Holdings as of 09/30/2014

Holding Name	Percent of TNA
Google Inc Class A	**3.06%**
Apple Inc	**2.85%**
Actavis PLC	**2.51%**
Ecolab Inc	**1.79%**
MasterCard Inc Class A	**1.76%**
Facebook Inc Class A	**1.65%**
Cytec Industries Inc	**1.60%**
Celgene Corp	**1.55%**
Visa Inc Class A	**1.52%**
Amazon.com Inc	**1.49%**
Percent of Assets in Top Holdings	**19.78%**

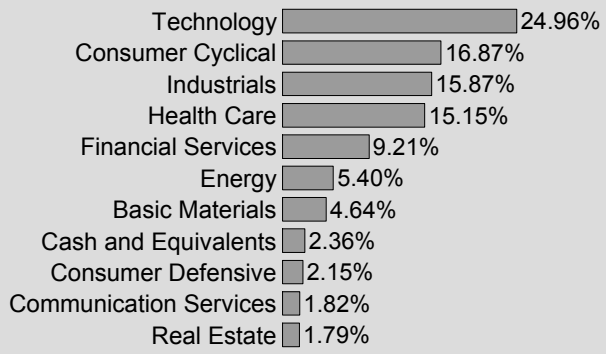
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Asset Allocation as of 09/30/2014



Asset Allocation may equal less than or greater than 100% due to hedged funds or leveraged cash positions by the fund.

Top Sectors By Percent** as of 09/30/2014



** Sector weightings based on Industry Classification Benchmarks (ICB) Industries

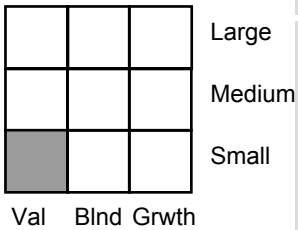
AllianzGI NFJ Small-Cap Value A

Fund Overview as of 12/31/2014

Management Company
Allianz Funds
Allianz Funds
1345 Avenue of the Americas
New York, NY 10105
800-988-8380

Ticker	**PCVAX**
Expense Ratio	**1.18%**
Month End NAV (12/31/2014)	**$25.74**
Sub-Advisor	**NFJ Investment Group LLC - Dal**
Fund Manager	**Team**
Fund Manager Tenure	**12.59 Yr(s)**
Inception Date	**01/20/1997**
Asset Type	**U.S. Equity**
Share Class Assets	**6,879.1 Million**
# of Securities	**140**
Avg 12 Month Turnover	**29.00%**
Redemption Fees	**n/a**

Asset Classification
Small Value



MorningStar ®
Style Box ™

Investment Risk



Annualized Performance as of 12/31/2014

	3 mos	YTD	1 Yr	3 Yrs	5 Yrs	10 Yrs	Life
Fund	1.53%	1.60%	1.60%	13.82%	13.46%	9.06%	10.75%
Morningstar Cat*	6.35%	3.34%	3.34%	17.72%	13.97%	7.40%	---
Category Rank	93%	77%	77%	92%	67%	9%	

* Morningstar Small Value Average

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Calendar Year Performance as of 12/31/2014

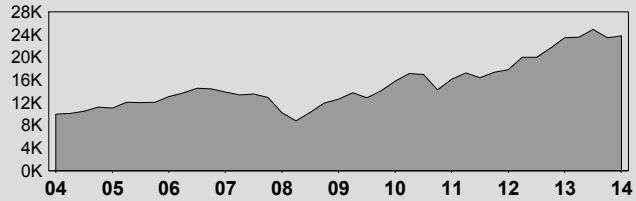
	2009	2010	2011	2012	2013
AllianzGI NFJ Small-Cap Value A	23.94%	24.89%	2.11%	10.33%	31.55%

You should consider the investment objectives, risks, charges and expenses of the Fund carefully before investing. This and other information is contained in the Fund's Prospectus, which can be obtained by contacting the mutual fund company at 800-988-8380. You should read the Prospectus carefully before choosing a Fund.
SEE DISCLOSURE PAGE FOR ADDITIONAL INFORMATION.

Investment Policy

The investment seeks long-term growth of capital and income. The fund normally invests at least 80% of its net assets (plus borrowings made for investment purposes) in common stocks and other equity securities of companies with smaller market capitalizations. The managers currently consider smaller market capitalization companies to be companies with market capitalizations of between $100 million and $4 billion. The fund normally invests significantly in securities of companies that the portfolio managers expect will generate income (for example, by paying dividends).

Growth of $10,000 Investment as of 12/31/2014



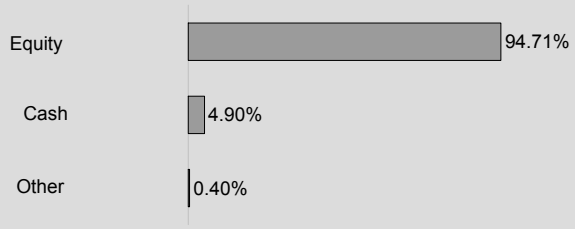
Performance shown in the Growth of $10,000 chart does not include any applicable sales charges and fees. The chart represents a hypothetical investment at the beginning of the time period shown.

Top 10 Holdings as of 11/30/2014

Holding Name	Percent of TNA
Ingredion Inc	**1.48%**
World Fuel Services Corp	**1.47%**
Belden Inc	**1.37%**
Western Refining Inc	**1.30%**
Teleflex Inc	**1.24%**
Royal Gold Inc	**1.23%**
Valmont Industries Inc	**1.21%**
Meredith Corp	**1.20%**
Commercial Metals Co	**1.19%**
Bristow Group Inc	**1.18%**
Percent of Assets in Top Holdings	**12.87%**

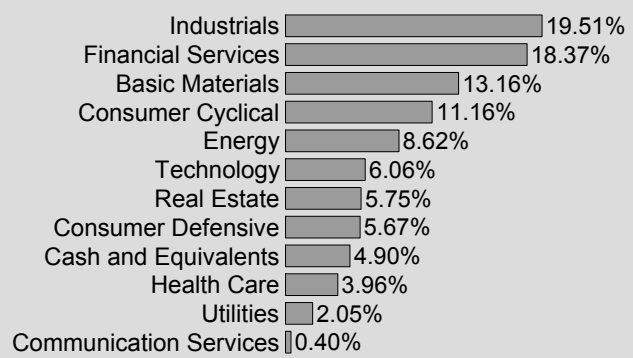
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Asset Allocation as of 11/30/2014



Asset Allocation may equal less than or greater than 100% due to hedged funds or leveraged cash positions by the fund.

Top Sectors By Percent** as of 11/30/2014



** Sector weightings based on Industry Classification Benchmarks (ICB) Industries

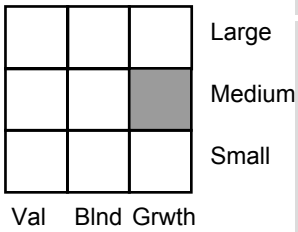
Columbia Seligman Comms & Info A

Fund Overview as of 12/31/2014

Management Company
Columbia
Columbia Funds Series Trust II
225 FRANKLIN STREET
BOSTON, MA 02110
800-345-6611

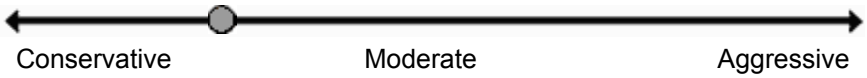
Ticker	**SLMCX**
Expense Ratio	**1.36%**
Month End NAV (12/31/2014)	**$55.73**
Sub-Advisor	**None**
Fund Manager	**Team**
Fund Manager Tenure	**7.66 Yr(s)**
Inception Date	**06/23/1983**
Asset Type	**Sector Equity**
Share Class Assets	**3,810.7 Million**
# of Securities	**65**
Avg 12 Month Turnover	**48.00%**
Redemption Fees	**n/a**

Asset Classification
Technology



MorningStar ®
Style Box ™

Investment Risk



Annualized Performance as of 12/31/2014

	3 mos	YTD	1 Yr	3 Yrs	5 Yrs	10 Yrs	Life
Fund	7.20%	26.09%	26.09%	18.67%	12.88%	10.83%	13.32%
Morningstar Cat*	4.52%	12.55%	12.55%	19.69%	13.59%	8.51%	---
Category Rank	17%	7%	7%	59%	63%	14%	

* Morningstar Technology Average

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Calendar Year Performance as of 12/31/2014

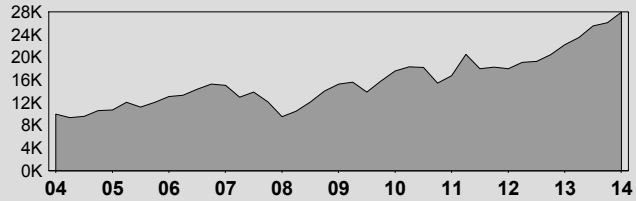
	2009	2010	2011	2012	2013
Columbia Seligman Comms & Info A	59.92%	15.29%	-4.86%	7.46%	23.32%

You should consider the investment objectives, risks, charges and expenses of the Fund carefully before investing. This and other information is contained in the Fund's Prospectus, which can be obtained by contacting the mutual fund company at 800-345-6611. You should read the Prospectus carefully before choosing a Fund.
SEE DISCLOSURE PAGE FOR ADDITIONAL INFORMATION.

Investment Policy

The investment seeks capital appreciation. Under normal market conditions, the fund will invest at least 80% of its net assets (including the amount of any borrowings for investment purposes) in securities of companies operating in the communications, information and related industries. Accordingly, it invests in companies operating in the information technology and telecommunications sectors as well as those in the media industry. The fund may invest up to 25% of its net assets in foreign investments. It is non-diversified.

Growth of $10,000 Investment as of 12/31/2014



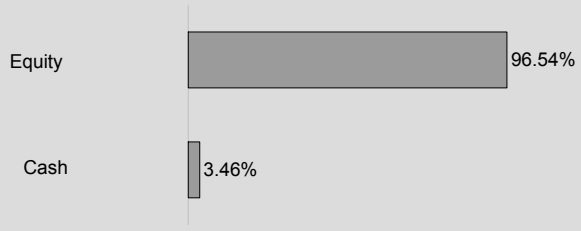
Performance shown in the Growth of $10,000 chart does not include any applicable sales charges and fees. The chart represents a hypothetical investment at the beginning of the time period shown.

Top 10 Holdings as of 11/30/2014

Holding Name	Percent of TNA
Lam Research Corp	**9.04%**
Synopsys Inc	**9.00%**
Teradyne Inc	**5.91%**
Apple Inc	**5.11%**
Broadcom Corp	**4.65%**
Synaptics Inc	**4.35%**
Skyworks Solutions Inc	**4.18%**
Marvell Technology Group Ltd	**3.97%**
Check Point Software Technologies Ltd	**3.81%**
NetApp Inc	**3.01%**
Percent of Assets in Top Holdings	**53.03%**

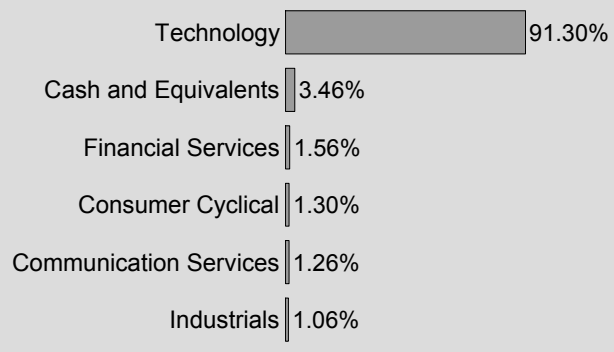
Data is based on information collected from the investment company, is updated as of the date shown on the section's title, and will vary over time.

Asset Allocation as of 11/30/2014



Asset Allocation may equal less than or greater than 100% due to hedged funds or leveraged cash positions by the fund.

Top Sectors By Percent** as of 11/30/2014



** Sector weightings based on Industry Classification Benchmarks (ICB) Industries

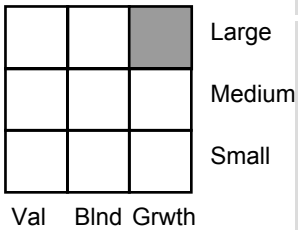
Oppenheimer Global A

Fund Overview as of 12/31/2014

Management Company
OppenheimerFunds
Oppenheimer Global Fund
6803 South Tucson Way
Centennial, CO 80112-3924
800-225-5677

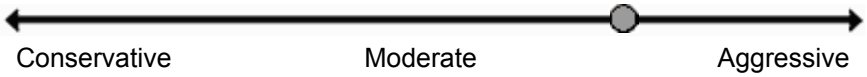
Ticker	**OPPAX**
Expense Ratio	**1.13%**
Month End NAV (12/31/2014)	**$76.02**
Sub-Advisor	**OppenheimerFunds, Inc.**
Fund Manager	**Rajeev Bhaman**
Fund Manager Tenure	**10.42 Yr(s)**
Inception Date	**12/22/1969**
Asset Type	**International Equity**
Share Class Assets	**9,943.0 Million**
# of Securities	**90**
Avg 12 Month Turnover	**11.00%**
Redemption Fees	**n/a**

Asset Classification
World Stock



MorningStar ®
Style Box ™

Investment Risk



Annualized Performance as of 12/31/2014

	3 mos	YTD	1 Yr	3 Yrs	5 Yrs	10 Yrs	Life
Fund	-0.25%	2.06%	2.06%	16.04%	10.54%	6.73%	11.52%
Morningstar Cat*	0.52%	2.79%	2.79%	14.11%	9.54%	6.21%	---
Category Rank	71%	57%	57%	26%	34%	40%	

* Morningstar World Stock Average

The performance information contained herein represents past performance. Past performance does not guarantee future results. The investment return and principal value of an investment will fluctuate so that your investment, when redeemed, may be worth more or less than their performance data quoted. Current performance may be higher or lower than the performance shown here. The most recent month-end performance information for the Fund may be obtained by contacting the mutual fund company at 800-225-5677.

Calendar Year Performance as of 12/31/2014

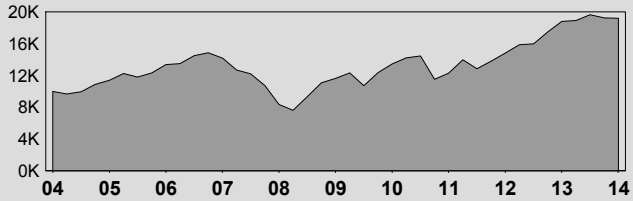
	2009	2010	2011	2012	2013
Oppenheimer Global A	39.20%	15.68%	-8.69%	20.75%	26.77%

You should consider the investment objectives, risks, charges and expenses of the Fund carefully before investing. This and other information is contained in the Fund's Prospectus, which can be obtained by contacting the mutual fund company at 800-225-5677. You should read the Prospectus carefully before choosing a Fund.
SEE DISCLOSURE PAGE FOR ADDITIONAL INFORMATION.

Investment Policy

The investment seeks capital appreciation. The fund invests mainly in common stock of US and foreign companies. It can invest without limit in foreign securities and can invest in any country, including countries with developing or emerging markets. However, the fund currently emphasizes its investments in developed markets such as the United States, Western European countries and Japan. It does not limit its investments to companies in a particular capitalization range, but primarily invests in mid- and large-cap companies.

Growth of $10,000 Investment as of 12/31/2014



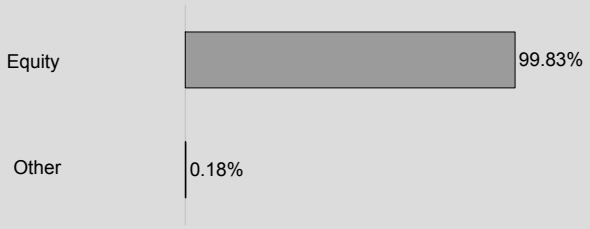
Performance shown in the Growth of $10,000 chart does not include any applicable sales charges and fees. The chart represents a hypothetical investment at the beginning of the time period shown.

Top 10 Holdings as of 11/30/2014

Holding Name	Percent of TNA
LM Ericsson Telephone Company Class B	**2.61%**
McGraw Hill Financial Inc	**2.54%**
Walt Disney Co	**2.33%**
eBay Inc	**2.14%**
Citigroup Inc	**2.04%**
Colgate-Palmolive Co	**1.98%**
Prudential PLC	**1.87%**
Murata Mfg Co Ltd	**1.87%**
Bayerische Motoren Werke AG BMW	**1.85%**
LVMH Moet Hennessy Louis Vuitton SA	**1.85%**
Percent of Assets in Top Holdings	**21.08%**

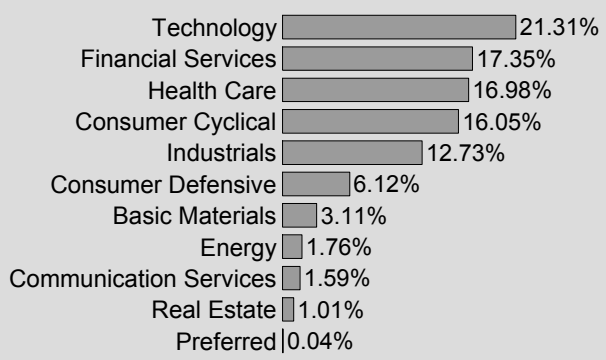
Data is based on information collected from the investment company, is updated as of the date shown on the section's title, and will vary over time.

Asset Allocation as of 11/30/2014



Asset Allocation may equal less than or greater than 100% due to hedged funds or leveraged cash positions by the fund.

Top Sectors By Percent** as of 11/30/2014



** Sector weightings based on Industry Classification Benchmarks (ICB) Industries

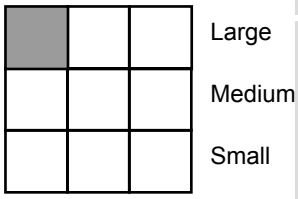
Pioneer Equity Income A

Fund Overview as of 12/31/2014

Management Company
Pioneer Investments
Pioneer Equity Income Fund
60 State Street
Boston, MA 76155
800-225-6292

Ticker	**PEQIX**
Expense Ratio	**1.13%**
Month End NAV (12/31/2014)	**$34.36**
Sub-Advisor	**None**
Fund Manager	**Team**
Fund Manager Tenure	**18.73 Yr(s)**
Inception Date	**07/25/1990**
Asset Type	**U.S. Equity**
Share Class Assets	**1,527.1 Million**
# of Securities	**109**
Avg 12 Month Turnover	**29.00%**
Redemption Fees	**n/a**

Asset Classification
Large Value



MorningStar ®
Style Box ™

Investment Risk



Annualized Performance as of 12/31/2014

	3 mos	YTD	1 Yr	3 Yrs	5 Yrs	10 Yrs	Life
Fund	7.45%	12.82%	12.82%	16.88%	15.15%	7.43%	9.84%
Morningstar Cat*	3.59%	10.21%	10.21%	18.33%	13.45%	6.65%	---
Category Rank	2%	16%	16%	76%	13%	27%	

* Morningstar Large Value Average

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Calendar Year Performance as of 12/31/2014

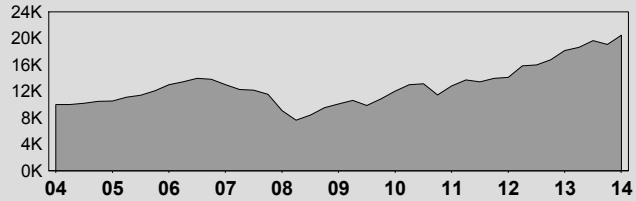
	2009	2010	2011	2012	2013
Pioneer Equity Income A	11.08%	19.16%	6.40%	9.79%	28.89%

You should consider the investment objectives, risks, charges and expenses of the Fund carefully before investing. This and other information is contained in the Fund's Prospectus, which can be obtained by contacting the mutual fund company at 800-225-6292. You should read the Prospectus carefully before choosing a Fund.
SEE DISCLOSURE PAGE FOR ADDITIONAL INFORMATION.

Investment Policy

The investment seeks current income and long-term growth of capital from a portfolio consisting primarily of income producing equity securities of US corporations. Normally, the fund invests at least 80% of its total assets in income producing equity securities of US issuers. The income producing equity securities in which the fund may invest include common stocks, preferred stocks, exchange-traded funds (ETFs) that invest primarily in equity securities and equity interests in real estate investment trusts (REITs).

Growth of $10,000 Investment as of 12/31/2014



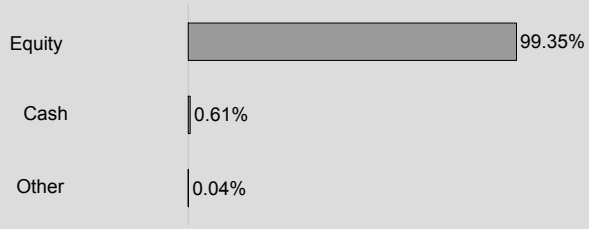
Performance shown in the Growth of $10,000 chart does not include any applicable sales charges and fees. The chart represents a hypothetical investment at the beginning of the time period shown.

Top 10 Holdings as of 11/30/2014

Holding Name	Percent of TNA
Valspar Corp	**3.95%**
Gorman-Rupp Co	**2.81%**
Chubb Corp	**2.27%**
Wells Fargo & Co	**2.23%**
U.S. Bancorp	**2.20%**
Becton Dickinson & Co	**2.16%**
Mondelez International Inc Class A	**1.98%**
Merck & Co Inc	**1.98%**
Cedar Fair LP	**1.91%**
Alliant Energy Corp	**1.83%**
Percent of Assets in Top Holdings	**23.32%**

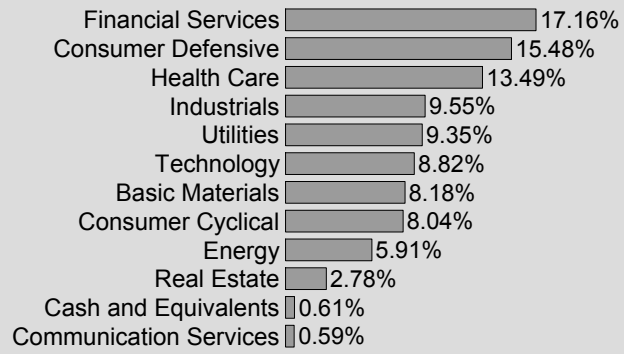
Data is based on information collected from the investment company, is updated as of the date shown on the section's title, and will vary over time.

Asset Allocation as of 11/30/2014



Asset Allocation may equal less than or greater than 100% due to hedged funds or leveraged cash positions by the fund.

Top Sectors By Percent** as of 11/30/2014



** Sector weightings based on Industry Classification Benchmarks (ICB) Industries

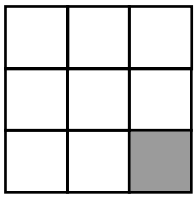
Oak Ridge Small Cap Growth A

Fund Overview as of 12/31/2014

Management Company
Oak Ridge Funds
Pioneer Series Trust I
60 State St
Boston, MA 80203
855-551-5521

Ticker	**ORIGX**
Expense Ratio	**1.38%**
Month End NAV (12/31/2014)	**$38.23**
Sub-Advisor	**None**
Fund Manager	**Team**
Fund Manager Tenure	**21.01 Yr(s)**
Inception Date	**01/03/1994**
Asset Type	**U.S. Equity**
Share Class Assets	**2,208.8 Million**
# of Securities	**60**
Avg 12 Month Turnover	**24.00%**
Redemption Fees	**n/a**

Asset Classification
Small Growth



MorningStar ®
Style Box ™

Investment Risk



Annualized Performance as of 12/31/2014

	3 mos	YTD	1 Yr	3 Yrs	5 Yrs	10 Yrs	Life
Fund	6.68%	3.91%	3.91%	16.88%	15.74%	8.70%	10.57%
Morningstar Cat*	8.00%	2.44%	2.44%	18.07%	15.53%	8.05%	---
Category Rank	73%	37%	37%	68%	46%	32%	

* Morningstar Small Growth Average

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Calendar Year Performance as of 12/31/2014

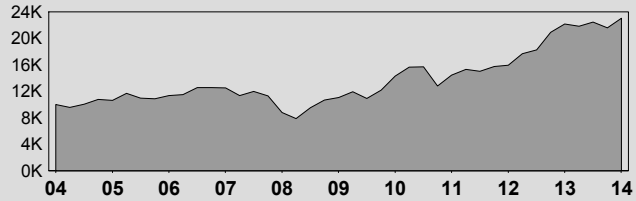
	2009	2010	2011	2012	2013
Oak Ridge Small Cap Growth A	26.08%	28.91%	0.92%	10.56%	38.99%

You should consider the investment objectives, risks, charges and expenses of the Fund carefully before investing. This and other information is contained in the Fund's Prospectus, which can be obtained by contacting the mutual fund company at 855-551-5521. You should read the Prospectus carefully before choosing a Fund.
SEE DISCLOSURE PAGE FOR ADDITIONAL INFORMATION.

Investment Policy

The investment seeks capital appreciation. The fund invests at least 80% of its net assets (plus borrowings for investment purposes) in equity securities of small capitalization companies. It may invest up to 20% of its total assets in equity securities of non-U.S. issuers. The fund will not invest more than 10% of its total assets in the securities of emerging markets issuers.

Growth of $10,000 Investment as of 12/31/2014



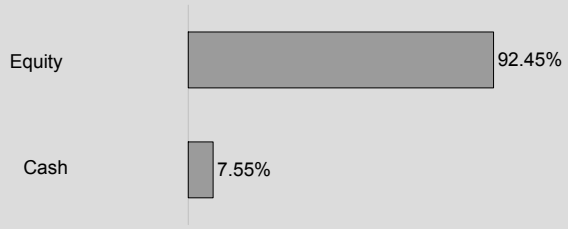
Performance shown in the Growth of $10,000 chart does not include any applicable sales charges and fees. The chart represents a hypothetical investment at the beginning of the time period shown.

Top 10 Holdings as of 09/30/2014

Holding Name	Percent of TNA
Akorn Inc	**5.70%**
Mallinckrodt PLC	**3.23%**
WEX Inc	**3.21%**
The Middleby Corp	**3.05%**
EPAM Systems Inc	**2.73%**
Portfolio Recovery Associates Inc	**2.62%**
Synchronoss Technologies Inc	**2.48%**
MWI Veterinary Supply Inc	**2.37%**
Colfax Corp	**2.26%**
A O Smith Corp	**2.22%**
Percent of Assets in Top Holdings	**29.87%**

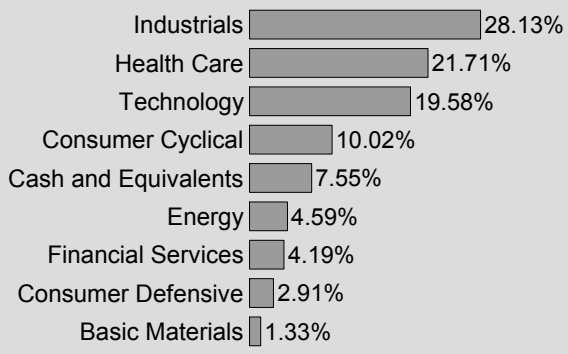
Data is based on information collected from the investment company, is updated as of the date shown on the section's title, and will vary over time.

Asset Allocation as of 09/30/2014



Asset Allocation may equal less than or greater than 100% due to hedged funds or leveraged cash positions by the fund.

Top Sectors By Percent** as of 09/30/2014



** Sector weightings based on Industry Classification Benchmarks (ICB) Industries

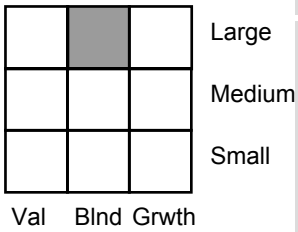
JPMorgan SmartRetirement® Income A

Fund Overview as of 12/31/2014

Management Company
JPMorgan
JPMorgan Trust I
1111 Polaris Parkway, Ste. 2-j
Columbus, OH 43240
800-480-4111

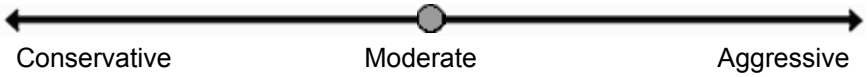
Ticker	**JSRAX**
Expense Ratio	**0.78%**
Month End NAV (12/31/2014)	**$17.53**
Sub-Advisor	**None**
Fund Manager	**Team**
Fund Manager Tenure	**5.56 Yr(s)**
Inception Date	**05/15/2006**
Asset Type	**Allocation**
Share Class Assets	**1,818.2 Million**
# of Securities	**27**
Avg 12 Month Turnover	**11.00%**
Redemption Fees	**n/a**

Asset Classification
Retirement Income



MorningStar ®
Style Box ™

Investment Risk



Annualized Performance as of 12/31/2014

	3 mos	YTD	1 Yr	3 Yrs	5 Yrs	10 Yrs	Life
Fund	1.71%	4.94%	4.94%	7.50%	6.85%	n/a	5.28%
Morningstar Cat*	1.22%	4.36%	4.36%	7.17%	6.53%	4.03%	---
Category Rank	20%	34%	34%	39%	39%	n/a	

* Morningstar Retirement Income Average

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Calendar Year Performance as of 12/31/2014

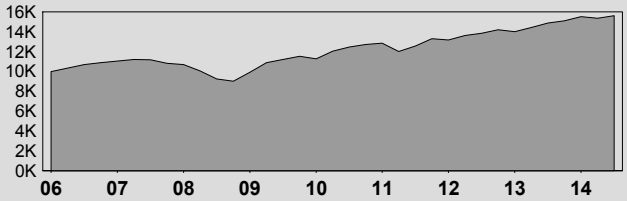
	2009	2010	2011	2012	2013
JPMorgan SmartRetirement® Income A	21.08%	11.14%	0.90%	9.99%	7.62%

You should consider the investment objectives, risks, charges and expenses of the Fund carefully before investing. This and other information is contained in the Fund's Prospectus, which can be obtained by contacting the mutual fund company at 800-480-4111. You should read the Prospectus carefully before choosing a Fund.
SEE DISCLOSURE PAGE FOR ADDITIONAL INFORMATION.

Investment Policy

The investment seeks current income and some capital appreciation. The fund is a "fund of funds" that invests in other J.P. Morgan Funds (underlying funds), and is generally intended for investors who are retired or about to retire soon. It is designed to provide exposure to a variety of asset classes through investments in underlying funds, with an emphasis on fixed income funds over equity funds and other funds.

Growth of $10,000 Investment as of 12/31/2014



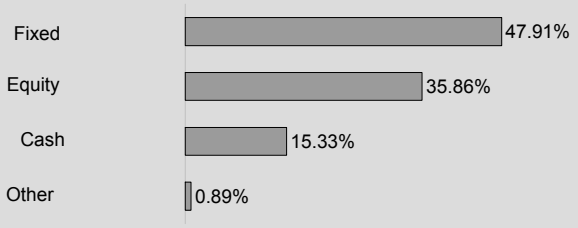
Performance shown in the Growth of $10,000 chart does not include any applicable sales charges and fees. The chart represents a hypothetical investment at the beginning of the time period shown.

Top 10 Holdings as of 11/30/2014

Holding Name	Percent of TNA
JPMorgan Core Bond R6	**29.32%**
JPMorgan Disciplined Equity R6	**11.33%**
JPMorgan High Yield R6	**6.18%**
JPMorgan Inflation Managed Bond R6	**4.64%**
JPMorgan Corporate Bond R6	**3.99%**
JPMorgan Value Advantage Instl	**2.89%**
JPMorgan Growth Advantage R6	**2.83%**
JPMorgan Realty Income R5	**2.75%**
JPMorgan Emerging Markets Debt R6	**2.53%**
JPMorgan Intrepid International Inst	**2.49%**
Percent of Assets in Top Holdings	**68.95%**

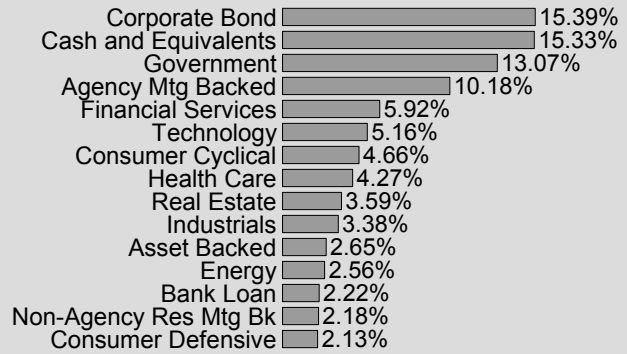
Data is based on information collected from the investment company, is updated as of the date shown on the section's title, and will vary over time.

Asset Allocation as of 11/30/2014



Asset Allocation may equal less than or greater than 100% due to hedged funds or leveraged cash positions by the fund.

Top 15 Sectors By Percent** as of 11/30/2014



** Sector weightings based on Industry Classification Benchmarks (ICB) Industries

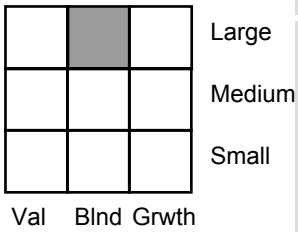
JPMorgan SmartRetirement® 2020 A

Fund Overview as of 12/31/2014

Management Company
JPMorgan
JPMorgan Trust I
1111 Polaris Parkway, Ste. 2-j
Columbus, OH 43240
800-480-4111

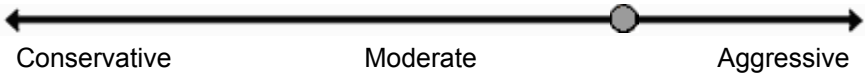
Ticker	**JTTAX**
Expense Ratio	**0.86%**
Month End NAV (12/31/2014)	**$18.31**
Sub-Advisor	**None**
Fund Manager	**Team**
Fund Manager Tenure	**5.56 Yr(s)**
Inception Date	**05/15/2006**
Asset Type	**Allocation**
Share Class Assets	**4,962.7 Million**
# of Securities	**27**
Avg 12 Month Turnover	**9.00%**
Redemption Fees	**n/a**

Asset Classification
Target Date 2016-2020



MorningStar ®
Style Box ™

Investment Risk



Annualized Performance as of 12/31/2014

	3 mos	YTD	1 Yr	3 Yrs	5 Yrs	10 Yrs	Life
Fund	2.66%	6.69%	6.69%	11.41%	9.45%	n/a	6.04%
Morningstar Cat*	1.41%	4.72%	4.72%	9.20%	7.91%	4.72%	---
Category Rank	2%	3%	3%	19%	11%	n/a	

* Morningstar Target Date 2016-2020 Average

The performance information contained herein represents past performance. Past performance does not guarantee future results. The investment return and principal value of an investment will fluctuate so that your investment, when redeemed, may be worth more or less than their performance data quoted. Current performance may be higher or lower than the performance shown here. The most recent month-end performance information for the Fund may be obtained by contacting the mutual fund company at 800-480-4111.

Calendar Year Performance as of 12/31/2014

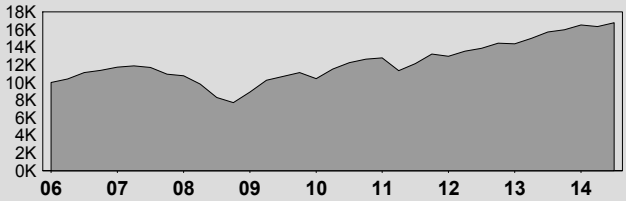
	2009	2010	2011	2012	2013
JPMorgan SmartRetirement® 2020 A	28.95%	14.73%	-1.00%	14.28%	13.43%

You should consider the investment objectives, risks, charges and expenses of the Fund carefully before investing. This and other information is contained in the Fund's Prospectus, which can be obtained by contacting the mutual fund company at 800-480-4111. You should read the Prospectus carefully before choosing a Fund.
SEE DISCLOSURE PAGE FOR ADDITIONAL INFORMATION.

Investment Policy

The investment seeks high total return with a shift to current income and some capital appreciation over time as the fund approaches and passes the target retirement date. The fund is a "fund of funds" that invests in other J.P. Morgan Funds (underlying funds), and is generally intended for investors expecting to retire around the year 2020 (target retirement date). It is designed to provide exposure to a variety of asset classes through investments in underlying funds, and over time the fund's asset allocation strategy will change.

Growth of $10,000 Investment as of 12/31/2014



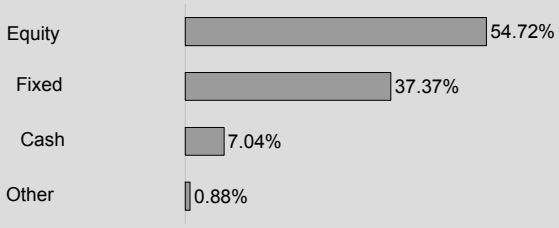
Performance shown in the Growth of $10,000 chart does not include any applicable sales charges and fees. The chart represents a hypothetical investment at the beginning of the time period shown.

Top 10 Holdings as of 11/30/2014

Holding Name	Percent of TNA
JPMorgan Core Bond R6	**26.84%**
JPMorgan Disciplined Equity R6	**11.80%**
JPMorgan High Yield R6	**5.16%**
JPMorgan Growth Advantage R6	**4.84%**
JPMorgan Intrepid America R5	**4.83%**
JPMorgan Value Advantage Instl	**4.68%**
JPMorgan Realty Income R5	**4.41%**
JPMorgan US Equity R6	**4.23%**
JPMorgan Intrepid International Inst	**4.03%**
JPMorgan International Equity R6	**4.02%**
Percent of Assets in Top Holdings	**74.84%**

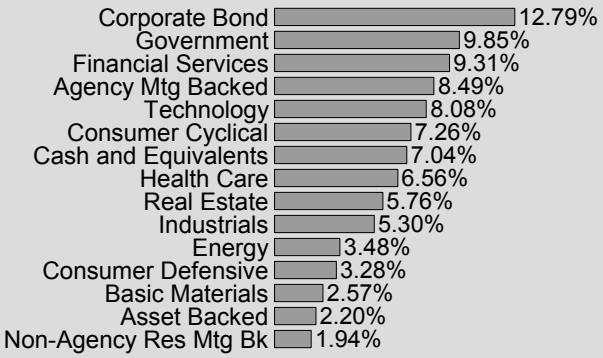
Data is based on information collected from the investment company, is updated as of the date shown on the section's title, and will vary over time.

Asset Allocation as of 11/30/2014



Asset Allocation may equal less than or greater than 100% due to hedged funds or leveraged cash positions by the fund.

Top 15 Sectors By Percent** as of 11/30/2014



** Sector weightings based on Industry Classification Benchmarks (ICB) Industries

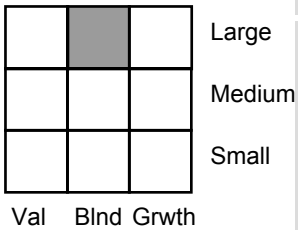
JPMorgan SmartRetirement® 2030 A

Fund Overview as of 12/31/2014

Management Company
JPMorgan
JPMorgan Trust I
1111 Polaris Parkway, Ste. 2-j
Columbus, OH 43240
800-480-4111

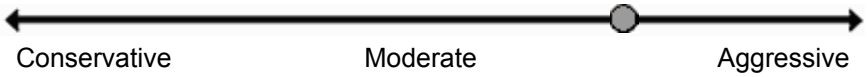
Ticker	**JSMAX**
Expense Ratio	**0.91%**
Month End NAV (12/31/2014)	**$19.07**
Sub-Advisor	**None**
Fund Manager	**Team**
Fund Manager Tenure	**5.56 Yr(s)**
Inception Date	**05/15/2006**
Asset Type	**Allocation**
Share Class Assets	**4,816.4 Million**
# of Securities	**22**
Avg 12 Month Turnover	**10.00%**
Redemption Fees	**n/a**

Asset Classification
Target Date 2026-2030



MorningStar ®
Style Box ™

Investment Risk



Annualized Performance as of 12/31/2014

	3 mos	YTD	1 Yr	3 Yrs	5 Yrs	10 Yrs	Life
Fund	3.34%	7.43%	7.43%	14.54%	10.85%	n/a	6.50%
Morningstar Cat*	1.69%	5.04%	5.04%	11.54%	9.12%	5.10%	---
Category Rank	2%	3%	3%	7%	9%	n/a	

* Morningstar Target Date 2026-2030 Average

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Calendar Year Performance as of 12/31/2014

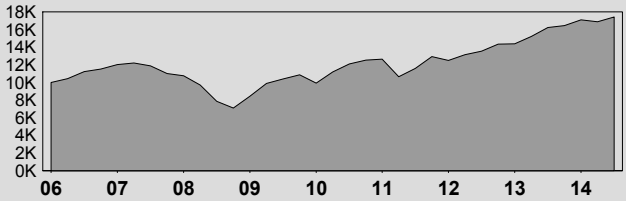
	2009	2010	2011	2012	2013
JPMorgan SmartRetirement® 2030 A	32.45%	16.25%	-4.20%	16.88%	19.68%

You should consider the investment objectives, risks, charges and expenses of the Fund carefully before investing. This and other information is contained in the Fund's Prospectus, which can be obtained by contacting the mutual fund company at 800-480-4111. You should read the Prospectus carefully before choosing a Fund.
SEE DISCLOSURE PAGE FOR ADDITIONAL INFORMATION.

Investment Policy

The investment seeks high total return with a shift to current income and some capital appreciation over time as the fund approaches and passes the target retirement date. The fund is a "fund of funds" that invests in other J.P. Morgan Funds (underlying funds), and is generally intended for investors expecting to retire around the year 2030 (target retirement date). It is designed to provide exposure to a variety of asset classes through investments in underlying funds, and over time the fund's asset allocation strategy will change.

Growth of $10,000 Investment as of 12/31/2014



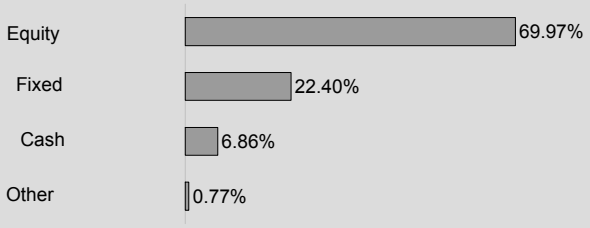
Performance shown in the Growth of $10,000 chart does not include any applicable sales charges and fees. The chart represents a hypothetical investment at the beginning of the time period shown.

Top 10 Holdings as of 11/30/2014

Holding Name	Percent of TNA
JPMorgan Core Bond R6	**14.46%**
JPMorgan Disciplined Equity R6	**13.19%**
JPMorgan Growth Advantage R6	**6.37%**
JPMorgan Intrepid America R5	**6.34%**
JPMorgan Value Advantage Instl	**6.24%**
JPMorgan US Equity R6	**5.93%**
JPMorgan Intrepid International Inst	**5.33%**
JPMorgan International Equity R6	**5.31%**
JPMorgan Realty Income R5	**5.25%**
JPMorgan High Yield R6	**5.21%**
Percent of Assets in Top Holdings	**73.63%**

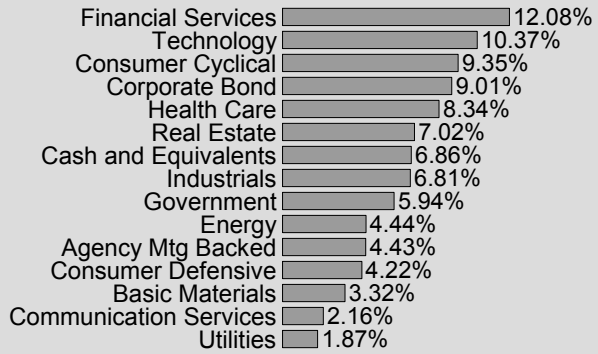
Data is based on information collected from the investment company, is updated as of the date shown on the section's title, and will vary over time.

Asset Allocation as of 11/30/2014



Asset Allocation may equal less than or greater than 100% due to hedged funds or leveraged cash positions by the fund.

Top 15 Sectors By Percent** as of 11/30/2014



** Sector weightings based on Industry Classification Benchmarks (ICB) Industries

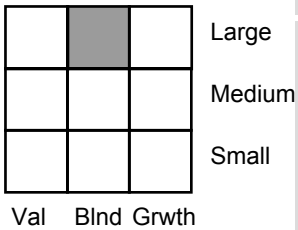
JPMorgan SmartRetirement® 2040 A

Fund Overview as of 12/31/2014

Management Company
JPMorgan
JPMorgan Trust I
1111 Polaris Parkway, Ste. 2-j
Columbus, OH 43240
800-480-4111

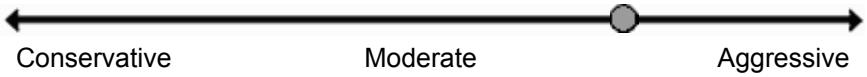
Ticker	**SMTAX**
Expense Ratio	**0.94%**
Month End NAV (12/31/2014)	**$19.56**
Sub-Advisor	**None**
Fund Manager	**Team**
Fund Manager Tenure	**5.56 Yr(s)**
Inception Date	**05/15/2006**
Asset Type	**Allocation**
Share Class Assets	**3,400.5 Million**
# of Securities	**22**
Avg 12 Month Turnover	**9.00%**
Redemption Fees	**n/a**

Asset Classification
Target Date 2036-2040



MorningStar ®
Style Box ™

Investment Risk



Annualized Performance as of 12/31/2014

	3 mos	YTD	1 Yr	3 Yrs	5 Yrs	10 Yrs	Life
Fund	3.57%	7.63%	7.63%	15.94%	11.53%	n/a	6.81%
Morningstar Cat*	1.89%	5.25%	5.25%	12.99%	9.83%	5.44%	---
Category Rank	2%	7%	7%	6%	8%	n/a	

* Morningstar Target Date 2036-2040 Average

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Calendar Year Performance as of 12/31/2014

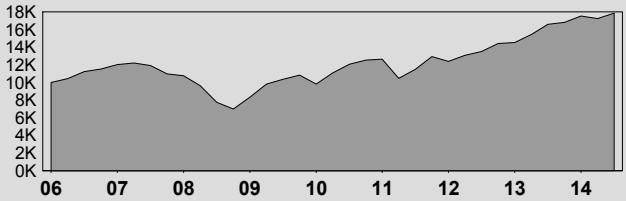
	2009	2010	2011	2012	2013
JPMorgan SmartRetirement® 2040 A	33.33%	16.58%	-5.04%	17.94%	22.77%

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SEE DISCLOSURE PAGE FOR ADDITIONAL INFORMATION.

Investment Policy

The investment seeks high total return with a shift to current income and some capital appreciation over time as the fund approaches and passes the target retirement date. The fund is a "fund of funds" that invests in other J.P. Morgan Funds (underlying funds), and is generally intended for investors expecting to retire around the year 2040 (target retirement date). It is designed to provide exposure to a variety of asset classes through investments in underlying funds, and over time the fund's asset allocation strategy will change.

Growth of $10,000 Investment as of 12/31/2014



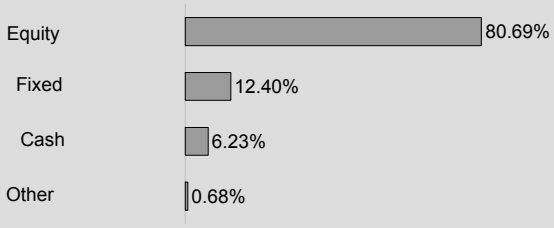
Performance shown in the Growth of $10,000 chart does not include any applicable sales charges and fees. The chart represents a hypothetical investment at the beginning of the time period shown.

Top 10 Holdings as of 11/30/2014

Holding Name	Percent of TNA
JPMorgan Disciplined Equity R6	**14.63%**
JPMorgan Growth Advantage R6	**7.45%**
JPMorgan Intrepid America R5	**7.24%**
JPMorgan Value Advantage Instl	**7.12%**
JPMorgan US Equity R6	**7.10%**
JPMorgan International Equity R6	**6.31%**
JPMorgan Intrepid International Inst	**6.30%**
JPMorgan Realty Income R5	**6.03%**
JPMorgan Intl Opp R6	**5.74%**
JPMorgan Core Bond R6	**5.46%**
Percent of Assets in Top Holdings	**73.38%**

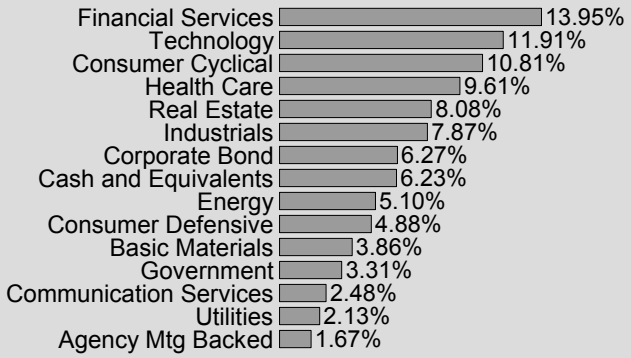
Data is based on information collected from the investment company, is updated as of the date shown on the section's title, and will vary over time.

Asset Allocation as of 11/30/2014



Asset Allocation may equal less than or greater than 100% due to hedged funds or leveraged cash positions by the fund.

Top 15 Sectors By Percent** as of 11/30/2014



** Sector weightings based on Industry Classification Benchmarks (ICB) Industries

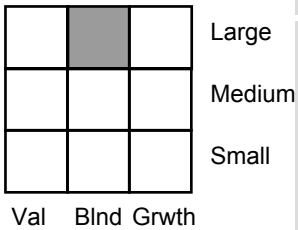
JPMorgan SmartRetirement® 2050 A

Fund Overview as of 12/31/2014

Management Company
JPMorgan
JPMorgan Trust I
1111 Polaris Parkway, Ste. 2-j
Columbus, OH 43240
800-480-4111

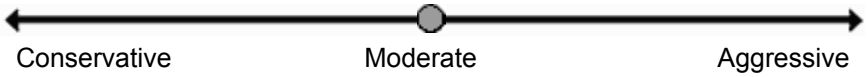
Ticker	**JTSAX**
Expense Ratio	**0.94%**
Month End NAV (12/31/2014)	**$18.48**
Sub-Advisor	**None**
Fund Manager	**Team**
Fund Manager Tenure	**5.07 Yr(s)**
Inception Date	**07/31/2007**
Asset Type	**Allocation**
Share Class Assets	**1,413.9 Million**
# of Securities	**22**
Avg 12 Month Turnover	**8.00%**
Redemption Fees	**n/a**

Asset Classification
Target Date 2046-2050



MorningStar ®
Style Box ™

Investment Risk



Annualized Performance as of 12/31/2014

	3 mos	YTD	1 Yr	3 Yrs	5 Yrs	10 Yrs	Life
Fund	3.59%	7.55%	7.55%	15.93%	11.55%	n/a	6.16%
Morningstar Cat*	1.98%	5.42%	5.42%	13.49%	10.07%	5.83%	---
Category Rank	4%	12%	12%	10%	11%	n/a	

* Morningstar Target Date 2046-2050 Average

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Calendar Year Performance as of 12/31/2014

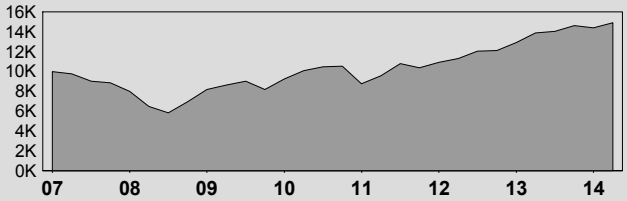
	2009	2010	2011	2012	2013
JPMorgan SmartRetirement® 2050 A	33.42%	16.73%	-5.02%	18.00%	22.76%

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SEE DISCLOSURE PAGE FOR ADDITIONAL INFORMATION.

Investment Policy

The investment seeks high total return with a shift to current income and some capital appreciation over time as the fund approaches and passes the target retirement date. The fund is a "fund of funds" that invests in other J.P. Morgan Funds (underlying funds), and is generally intended for investors expecting to retire around the year 2050 (target retirement date). It is designed to provide exposure to a variety of asset classes through investments in underlying funds, and over time the fund's asset allocation strategy will change.

Growth of $10,000 Investment as of 12/31/2014



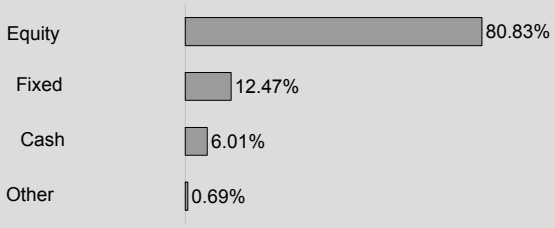
Performance shown in the Growth of $10,000 chart does not include any applicable sales charges and fees. The chart represents a hypothetical investment at the beginning of the time period shown.

Top 10 Holdings as of 11/30/2014

Holding Name	Percent of TNA
JPMorgan Disciplined Equity R6	**14.44%**
JPMorgan Intrepid America R5	**7.42%**
JPMorgan Growth Advantage R6	**7.28%**
JPMorgan Value Advantage Instl	**7.26%**
JPMorgan US Equity R6	**7.14%**
JPMorgan International Equity R6	**6.54%**
JPMorgan Intrepid International Inst	**6.34%**
JPMorgan Realty Income R5	**5.98%**
JPMorgan Intl Opp R6	**5.61%**
JPMorgan Core Bond R6	**5.52%**
Percent of Assets in Top Holdings	**73.53%**

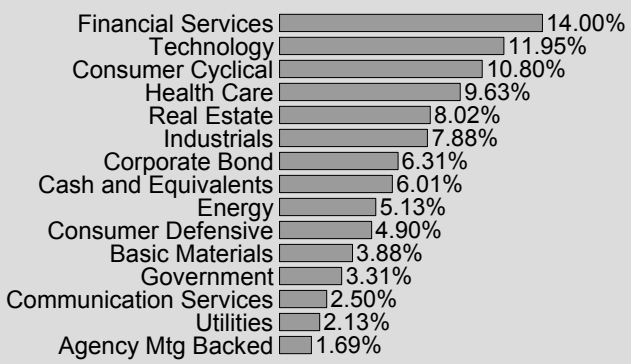
Data is based on information collected from the investment company, is updated as of the date shown on the section's title, and will vary over time.

Asset Allocation as of 11/30/2014



Asset Allocation may equal less than or greater than 100% due to hedged funds or leveraged cash positions by the fund.

Top 15 Sectors By Percent** as of 11/30/2014



** Sector weightings based on Industry Classification Benchmarks (ICB) Industries

Mutual Fund Detail Report
Disclosure Statement

This fund fact sheet is provided by Matrix Settlement and Clearing Services, LLC (MSCS) and its affiliate MSCS Financial Services (MSCSFS) member FINRA. Securities services may be offered through MSCSFS, a wholly-owned subsidiary of MSCS. This fund fact sheet is for informational and research purposes only and we do not guarantee the accuracy, timeliness or completeness of the information provided. Data is based on information collected from the investment company, it is updated as of the date shown in the section's title, and will vary over time.

The total return information does not reflect the deduction of the Sales Load that may apply if the Fund shares were purchased outside of the Plan and, if the Sales Load were reflected, performance would be lower.

A market index is an unmanaged portfolio of securities such as stocks and bonds. An index is often used as a comparative benchmark for managed portfolios such as mutual funds. These indices are presented to help you evaluate the performance of the broad market, which they represent, and provide you with an understanding of that market's historic long-term performance, and a broad indication of price movement. Individual investors cannot invest directly in an index. Past performance is not indicative of future results.

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Style Analysis

The Morningstar Style Box reveals a Fund's investment style as of the date noted on this report. For equity funds the vertical axis shows the market capitalization of the stocks owned and the horizontal axis shows investment style (value, blend, or growth).

Risk

Morningstar Risk evaluates a mutual fund's downside volatility relative to that of other funds in its Morningstar Category. It is an assessment of the variations in a fund's monthly returns, with an emphasis on downside variations, in comparison with the mutual funds in its Morningstar Category. In each Morningstar Category, the 10% of funds with the lowest measured risk are described as Low Risk (LOW), the next 22.5% Below Average (-AVG), the middle 35% Average (AVG), the next 22.5% Above Average (+AVG), and the top 10% High (HIGH). Morningstar Risk is measured for up to three time periods (three-, five-, and 10 years). These separate measures are then weighted and averaged to produce an overall measure for the mutual fund. Funds with less than three years of performance history are not rated.

MetLife Stable Value Fund for GAC-25554

Fund Description

The Fund combines the benefits of professional investment management with a guarantee of principal and interest from MetLife. The Stable Value Fund may be appropriate for investors seeking preservation of principal, as well as other investors looking to construct a well-diversified retirement savings program. The Stable Value Fund's objective is to protect principal and offer fixed returns that compare favorably with the yields on intermediate-term fixed income securities. Principal and interest are backed by the financial strength and claims paying ability of Metropolitan Life Insurance Company, one of the world's largest and most respected financial services companies.

Total Returns as of 12/31/2014

	3 mos	YTD	1 Year	3 Years	5 Years	10 Years
Fund	0.42%	1.51%	1.51%	1.65%	2.03%	3.15%
Benchmark**	0.00%	0.01%	0.01%	0.02%	0.02%	1.40%

** Morningstar category avg: Money Market Taxable

Fixed Income Portfolio for Sample Company

Fund Description

The Fixed Income Portfolio for Sample Company represents a pool of mutual funds diversified among a wide range of fixed income sectors. The current investment allocation is: 10% Invesco Convertible Securities A; 5% Dreyfus International Bond A; 5% Pioneer Global High Yield A; 5% JHancock Strategic Income Opps R2; 5% Dreyfus Intermediate Term Income A; 7% JPMorgan Core Plus Bond A; 8% JPMorgan Mortgage-Backed Securities A; 10% Pioneer Bond A; 5% PIMCO Real Return A and 40% Morley Stable Value II.

Total Returns as of 12/31/2014

	3 mos	YTD	1 Year	3 Years	5 Years	10 Years
Fund	0.15%	2.64%	2.64%	3.48%	4.17%	n/a
Benchmark**	0.27%	2.58%	2.58%	3.06%	3.44%	n/a

** Blended category avg: Fixed Income Portfolio for Sample Company

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International Portfolio for Sample Company

Fund Description

The International Portfolio for Sample Company represents a diversified fund of funds portfolio which consists of a wide range of investment styles and market capitalizations in both developed and emerging markets. The current investment allocation is: 20% Invesco International Allocation A; 15% JHancock International Value Equity R2; 15% First Eagle Overseas A; 15% Dreyfus Diversified International A; 10% Third Avenue Value Instl; 10% MFS International New Discovery R3; 10% Goldman Sachs Emerging Markets Equity Insights A and 5% Third Avenue International Value Instl.

Total Returns as of 12/31/2014

	3 mos	YTD	1 Year	3 Years	5 Years	10 Years
Fund	-2.66%	-2.52%	-2.52%	9.58%	5.74%	n/a
Benchmark**	-3.23%	-4.34%	-4.34%	10.42%	5.50%	n/a

** Blended category avg: International Portfolio for Sample Company

The performance information contained herein represents past performance. Past performance does not guarantee future results. The investment return and principal value of an investment will fluctuate so that your investment, when redeemed, may be worth more or less than the performance data quoted. Current performance may be higher or lower than performance shown here. Mutual funds are offered by prospectus. Please read each prospectus carefully before you invest. Investment portfolios are not mutual funds or securities in and of themselves; rather, they are asset allocation portfolios comprised of several complementary investments. Stable value funds are structured either as collective trusts or insurance company separate accounts, but are not mutual funds. You should consider the investment objectives, risks, charges and expenses of an investment carefully before investing. This fact sheet is for information and research purposes only. Information is obtained from reliable sources, it is not guaranteed as to accuracy, timeliness or completeness.

ENROLLING IN THE PLAN

Follow These Three Steps to Enroll:

1. Decide How Much to Save

Consider using the worksheet found earlier in this kit entitled "How much money will you need to save for retirement?" to assist you in determining an appropriate amount to save.

2. Select Your Investments

Create an asset allocation suitable for your retirement savings strategy.

3. Complete the Appropriate Forms in the Back of this Kit

Submit your selections and start saving for your retirement.



You need to complete an enrollment form to provide basic information to join the plan, select the amount to be deducted from your paycheck and give instruction on how to invest your contributions.

You need to complete a beneficiary designation form if you are enrolling for the first time or if you would like to update your existing information.

Please be sure to complete all sections of the applicable forms. Failure to properly complete the forms may result in a processing delay.

SAMPLE COMPANY
RETIREMENT SAVINGS PLAN
ENROLLMENT FORM

Please complete all sections

Part 1 EMPLOYEE INFORMATION

Employee □ame			Social Security □umber
Street □ddress			Date of Employment
City	State	Zip Code	Date of Birth
Daytime Phone □umber	Email address		

Part 2 CONTRIBUTION INFORMATION

Please select one of the following:

☐ I wish to contribute the following amount of my eligible compensation to the Plan on a **pre-tax** basis□ □□□□□□□□ of my payroll period compensation *(in whole percentages)*.

☐ I will be age □□ or older by the end of the year in which this election is effective. I wish to take advantage of the additional catch□up contribution provision permitted under the Plan. I have incorporated my catch□up contributions in my above contribution elections.

☐ I have received information on the Plan, but choose not to participate at this time.

Part 3 INVESTMENT ELECTIONS

I hereby elect to invest my future contributions as follows□(must be in whole percentage increments and total □□□□) ***(NOTE: for initial allocation ONLY. All future investment election changes must be completed through the USICG website at www.usicg.com)***

INVESTMENT OPTION	PERCENTAGE	INVESTMENT OPTION	PERCENTAGE
MetLife Stable Value	%	Oppenheimer Global □	%
JPMorgan Core Bond □	%	Pioneer E□uity Income □	%
PIMCO High Yield □	%	Oak Ridge Small Cap Growth □	%
□merican Funds Income Fund of □merica □	%	JP Morgan SmartRetirement Income □	%
JPMorgan E□uity Index □	%	JP Morgan SmartRetirement □□□□ □	%
T. Rowe Price Growth Stock R	%	JP Morgan SmartRetirement □□3□ □	%
JHancock Disciplined Value Mid Cap □	%	JP Morgan SmartRetirement □□□□ □	%
Columbia □corn □	%	JP Morgan SmartRetirement □□□□ □	%
Franklin Flex Cap Growth □	%	Fixed Income Portfolio	%
□llianzGI □FJ Small Cap Value □	%	International Portfolio	%
Columbia Seligman Communications □ Info □	%	**TOTAL of both columns under Part 3**	**100%**

Part 4 EMPLOYEE'S SIGNATURE

I hereby authorize my Employer to make regular deductions in the amounts indicated. I understand that the re□uested choices will occur as soon as administratively feasible. This authorization will continue in effect until canceled or changed by me on a form prescribed by the Plan □dministrator or until the termination of my employment or the termination of the Plan.

Employee Signature _____ Date _____

□fter completing this re□uest, return it to your designated Human Resource contact for processing at the following address□

Sample Company
Attn: Human Resources
123 Main Street
Glastonbury, CT 06033

Please make a copy of this form for your records

SAMPLE COMPANY
RETIREMENT SAVINGS PLAN
BENEFICIARY DESIGNATION

Please complete all sections and PRI□T legibly

Part 1 EMPLOYEE INFORMATION

Employee □ame				Social Security □umber
Street □ddress				Date Of Employment
City		State	Zip Code	Date of Birth
Daytime Phone □umber	Email □ddress			Company Division or Location

Part 2 BENEFICIARY DESIGNATION

□s a participant in the **Sample Company Retirement Savings Plan** (the □Plan□) you may designate a beneficiary or beneficiaries who will receive a distribution of your benefits upon your death. Please complete this Part □ if you wish to change your current beneficiary designation. If you are married, *and wish to name someone other than your spouse as beneficiary*, your spouse must complete Part 3 below and the consent must be witnessed by a Plan representative or □otary Public. If you wish to designate multiple beneficiaries, please attach a sheet containing the information below for each beneficiary and the designated percentage to each.

Beneficiary □ame□Please PRI□T				Social Security □umber (Re□uired)	
Select one□ Primary Beneficiary ☐ Contingent ☐		Relationship□		Date of Birth (Re□uired)	
Street □ddress	City	State	Zip Code	Re□uired	%
Beneficiary □ame□Please PRI□T				Social Security □umber (Re□uired)	
Select one□ Primary Beneficiary ☐ Contingent ☐		Relationship□		Date of Birth (Re□uired)	
Street □ddress	City	State	Zip Code	Re□uired	%
Beneficiary □ame□Please PRI□T				Social Security □umber (Re□uired)	
Select one□ Primary Beneficiary ☐ Contingent ☐		Relationship□		Date of Birth (Re□uired)	
Street □ddress	City	State	Zip Code	Re□uired	%

The above designation shall supersede any and all prior beneficiary designations.

Participant□s Signature	Date

Part 3 SPOUSAL CONSENT TO BENEFICIARY DESIGNATION

(***TO BE COMPLETED BY PARTICIPANT'S SPOUSE)***

I hereby consent to the designation made by my spouse to have Plan death benefits paid to the above□named beneficiary(ies) specified in Part □. The Plan□s death benefit provisions have been explained to me and I hereby acknowledge that I understand

(□) that the effect of the designation is to cause my spouse□s benefit to be paid to a beneficiary other than me□

(□) that each beneficiary designation is not valid without my consent□and

(3) that my consent is irrevocable unless my spouse (the participant) revokes the beneficiary designation to which I have consented in this Part 3.

Participant□s Spouse	Date
Plan Representative or □otary Public	Date

Notary Seal

□fter completing this re□uest, return it to your designated Employer contact for processing at the following address□

Sample Company
Attn: Human Resources
123 Main Street
Glastonbury, CT 06033

SAMPLE COMPANY
RETIREMENT SAVINGS PLAN
REQUEST FOR DIRECT ROLLOVER

If you wish to have a prior plan account balance directly rolled over in to the **Sample Company Retirement Savings Plan**, please complete this form and forward it to the administrator of the prior plan or arrangement.

Part 1 Prior Plan / Account Information

Company □ame□		Plan □ame or □ccount □umber	
□dministrator or Contact		Phone □umber	
Street □ddress		City	State / Zip Code

Part 2 Former Participant Information

□ame□		Social Security □umber	□ccount □umber (if applicable)
Street □ddress		Date of Hire (if applicable)	Date of Termination (if applicable)
City	State / Zip Code	Daytime Phone □umber	

Part 3 Request for Direct Rollover of Plan Account

□s a former participant under the above□named Plan, I hereby re□uest a direct rollover of my entire vested account balance to the **Sample Company Retirement Savings Plan**.

(□) Please prepare a check in the amount of my vested account balance made payable to□

Sample Company Retirement Savings Plan
f/b/o □ame of participant□

(□) Please forward the above referenced check together with a copy of this form to□

Sample Company
Attn: Human Resources
123 Main Street
Glastonbury, CT 06033

Part 4 Employee Authorization

I hereby authorize the administrator of the above□named prior plan or arrangement to take such actions as are necessary and appropriate in order to effectuate the re□uest for a direct rollover as noted above. If any additional information is re□uired, please contact me at the telephone number listed in Part □ above.

Employee / Former Participant Signature	Date

SAMPLE COMPANY
RETIREMENT SAVINGS PLAN
ROLLOVER CERTIFICATION

Please complete all sections

Part 1 EMPLOYEE INFORMATION

Employee □ame				Social Security □umber
Street □ddress				Date Of Employment
City		State	Zip Code	Date Of Birth
Daytime Phone □umber	Email □ddress			Company Division or Location

Part 2 ROLLOVER ELECTION

I elect to roll □□□□□□□□□□□□□□□□□□□□□□□□□□□into the Sample Company Retirement Savings Plan (the □Plan□). □ttached is a check for this amount. I understand that□

(□) The Plan is not legally re□uired to accept a rollover.

(□) If the Plan accepts my rollover, once deposited with the Plan, the rollover amount is subject to the rules of the Plan concerning rollover contributions (See your Summary Plan Description for a discussion of these rules).

(3) The amount I roll over may be subject to different tax treatment when it is ultimately distributed from the Plan.

The rules regarding taxation of distributions from your rollover account are complex and vary according to your individual circumstances. You should consult with a tax advisor to determine the tax implications of your rollover.

I hereby re□uest that the funds from my prior plan or IR□ be accepted by the Trustees of the Plan on my behalf, as a rollover contribution as that term is defined in the Plan. I have attached either a form □□□□R, a distribution statement, my last participant statement or a letter from the prior plan in support of my re□uest.

Part 3 INVESTMENT SELECTION

I hereby direct the Trustees of the Plan to invest my rollover contributions in accordance with my current investment elections. If I do not have current investment elections in effect, I hereby direct the Trustees to invest my rollover contributions in the following manner□

MetLife Stable Value	%	Oppenheimer Global □	%
JPMorgan Core Bond □	%	Pioneer E□uity Income □	%
PIMCO High Yield □	%	Oak Ridge Small Cap Growth □	%
□merican Funds Income Fund of □merica □	%	JP Morgan SmartRetirement Income □	%
JPMorgan E□uity Index □	%	JP Morgan SmartRetirement □□□□ □	%
T. Rowe Price Growth Stock R	%	JP Morgan SmartRetirement □□3□ □	%
John Hancock Disciplined Value Mid Cap □	%	JP Morgan SmartRetirement □□□□ □	%
Columbia □corn □	%	JP Morgan SmartRetirement □□□□ □	%
Franklin Flex Cap Growth □	%	Fixed Income Portfolio	%
□llianzGI □FJ Small Cap Value □	%	International Portfolio	%
Columbia Seligman Communications □ Info □	%	**TOTAL of both columns under Part 3**	□□□□

Part 4 EMPLOYEE'S SIGNATURE / EMPLOYER AUTHORIZATION

Employee Signature	Date
Plan □dministrator Signature	Date

□fter completing this re□uest, return it to your designated Employer contact for processing at the following address□

Sample Company
Attn: Human Resources
123 Main Street
Glastonbury, CT 06033



USI®

CONSULTING GROUP

USI Consulting Group
900 South Gay Street, Suite 1796
Knoxville, Tennessee 37902
Tel: 865.523.8353

December 9, 2024

RFQ Number 3608
Knox County Procurement Division
Suite 100, 1000 North Central Street
Knoxville, Tennessee 37917

As directed by RFQ Number 3608 for 403(b) Third-Party Administrative Services, we are submitting under separate cover Fees and Expenses.

This letter will authorize the submission of our responses to Fees and Expenses with regard to RFQ Number 3608 for 403(b) Third-Party Administrative Services.

If there are any questions regarding USICG's responses on the enclosed Fees and Expenses, please contact me directly at 865-719-0955 or via e-mail at bob.cross@usi.com.

Sincerely,

USI Consulting Group

Bob Cross, ASA, FCA, MAAA
President, USI Consulting Group Central and Southern Regions

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FEES AND EXPENSES

Daily Recordkeeping and Administration Services, Communication and Education Services	
▪ Fee Assessed to Individual Fund Options	20 bps/year charged to participant accounts pro-rata quarterly (5.00 bps/quarter)*
▪ Fee Assessed to Risk-Based Portfolios	25 bps/year charged to participant accounts pro-rata quarterly (6.25 bps/quarter)*
**Above fees capped at $200 per participant per year (fee cap calculated at start of each year)*	
Administrative Transactions	
▪ Lump Sum Distribution	$60 per transaction charged to Participant
▪ Monthly Installment Distribution	$5 per transaction invoiced to Plan Sponsor
▪ Quarterly Installment Distribution	$15 per transaction invoiced to Plan Sponsor
▪ Annual Installment Distribution	$60 per transaction invoiced to Plan Sponsor
▪ Loan Set-Up	$50 per transaction charged to Participant
▪ Annual Loan Maintenance Fee	None
Investment Advisory Services	Services included and provided by USI Advisors, Inc.
Trusteeship	Service included
Attendance at all Meetings	Service Included
Employee Educational Seminars	Services included
Actuarial Impact Statements	Services included
Review of Communication Materials	Services included
Project Consulting, Regulatory and Compliance Consulting and Other Services**	Where billable, based on time at a blended rate of $350 per hour

***Project Consulting/Regulatory and Compliance Consulting/Other refers to any additional non-core services that Employer may request that USICG perform that are not included in core services. Any applicable fees will be quoted in advance and agreed upon by both parties.*

There are no additional fees. Special project fees will be quoted in advance of any work performed.

As a co-fiduciary, we pay special attention to the services we provide and the amount of revenue we receive. We believe in full disclosure and transparency of fees/revenue. Utilizing institutional mutual fund shares without indirect compensation and assessing fees based on asset balances ensures that the fees received for the provision of services to KCS are transparent and accurate. An annual disclosure statement will be provided by USICG.

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KNOX COUNTY BOARD OF EDUCATION
Agenda Item Fiscal Note

Description

USI Consulting Group 403B Vendor and TPA Contract (RFQ)

Cost to Knox County Schools

No Cost

Description and Type of Funding Source

For Grants: Letter of Approval from the KCS Grants Department must be attached.
AS-105B (6/23)

RLA-17110 **R-25-3-205**

COMMISSION (PRELIMINARY AGENDA)

Meeting Date:	03/20/2025
Requested By:	TERRI COATNEY, KNOX COUNTY SCHOOLS
Department:	KNOX COUNTY SCHOOLS
Requires Expenditure of Funds:	YES Funded in Current Budget: YES
Appropriation Required:	NO

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, approving a Microsoft Campus Education Volume Subscription Licensing Agreement for the provision of Informational Technology Services for a three (3) year term at an approximate annual cost of $650,000.00.
(Schools)

Attachments

Resolution
Agreement
Fiscal Note

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, APPROVING A MICROSOFT CAMPUS EDUCATION VOLUME SUBSCRIPTION LICENSING AGREEMENT FOR THE PROVISION OF INFORMATIONAL TECHNOLOGY SERVICES FOR A THREE (3) YEAR TERM AT AN APPROXIMATE ANNUAL COST OF $650,000.00.

RESOLUTION: R-25-3-205

REQUESTED BY: SCHOOLS

PREPARED BY: KNOX COUNTY LAW DIRECTOR'S OFFICE

APPROVED AS TO FORM AND CORRECTNESS:_____
DIRECTOR OF LAW

APPROVED:_____
DATE

VETOED:_____
DATE

VETO OVERRIDE:_____
DATE

MINUTE BOOK_____**PAGE**_____

WHEREAS, Knox County Schools desires to enter into a Microsoft Campus Education Volume Subscription Licensing Agreement with Microsoft Corporation for the provision of Informational Technology Services; and

WHEREAS, the proposed Microsoft Campus Education Volume Subscription Licensing Agreement is effective for a three (3) year term at an approximate annual cost of $650,000.00; and

WHEREAS, at its regularly scheduled meeting on March 6, 2025, the Knox County Board of Education approved the Microsoft Campus Education Volume Subscription Licensing Agreement.

NOW THEREFORE BE IT RESOLVED BY THE COMMISSION OF KNOX COUNTY AS FOLLOWS:

The Microsoft Campus Education Volume Subscription Licensing Agreement for the provision of Informational Technology Services is hereby adopted and approved in substantive form as presented this date, a copy of which is attached to this Resolution and incorporated herein by reference.

BE IT FURTHER RESOLVED, the Microsoft Campus Education Volume Subscription Licensing Agreement for the provision of Informational Technology Services shall be executed subject to such amendment or action not affecting the substantive provisions of the agreement as may be required and approved by the Knox County Law Director.

BE IT FURTHER RESOLVED, that if any notifications are to be made to effectuate this Resolution, then the County Clerk is hereby requested to forward a copy of this Resolution to the proper authority.

BE IT FURTHER RESOLVED, that this Resolution is to take effect from and after its passage, as provided by the Charter of Knox County, Tennessee, the public welfare requiring it.

_____

Presiding Officer of the Commission Date

_____

County Clerk Date

Approved:_____

County Mayor Date

Vetoed:_____

County Mayor Date

Microsoft Volume Licensing

Program Signature Form

MBA/MBSA number	
Agreement number	01C35942

Note: Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
Enrollment for Education Solutions	X20-14303

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer
Name of Entity (must be legal entity name)* Knox County Schools
Signature*
Printed First and Last Name*
Printed Title
Signature Date*
Tax ID

** indicates required field*

Microsoft Affiliate
Microsoft Corporation
Signature
Printed First and Last Name
Printed Title
Signature Date (date Microsoft Affiliate countersigns)
Agreement Effective Date (may be different than Microsoft's signature date)

Optional 2nd Customer signature or Outsourcer signature (if applicable)

Customer
Name of Entity (must be legal entity name)*
Signature*
Printed First and Last Name*
Printed Title
Signature Date*

** indicates required field*

Outsourcer
Name of Entity (must be legal entity name)*
Signature* _____
Printed First and Last Name*
Printed Title
Signature Date*

** indicates required field*

If Customer requires additional contacts or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

Microsoft Corporation
Dept. 551, Volume Licensing
6880 Sierra Center Parkway
Reno, Nevada 89511
USA

Microsoft Volume Licensing

Enrollment for Education Solutions

Enrollment Number *Microsoft to complete*	61465424	Qualifying Enrollment Number (if applicable) *Partner to complete*	
Previous Enrollment Number (if applicable) *Partner to complete*	76036946		

This Enrollment must be attached to a signature form to be valid.

This Microsoft Enrollment for Education Solutions is entered into between the entities identified on the signature form as of the effective date.

This Enrollment consists of: (1) these terms and conditions, (2) the terms of the Campus and School Agreement identified on the signature form, (3) the Product Terms, (4) the Online Services Terms, (5) any supplemental contact information form, Previous Agreement/Enrollment form and other forms that may be required, (6) the Supplemental Terms and Conditions for Online Services if Institution's Campus and School Agreement is a version 2009 or earlier and Institution is ordering Online Services, and (7) any order submitted under this Enrollment. This Enrollment may only be entered into under version 3.4 or later Campus and School Agreement. By entering into this Enrollment, Institution agrees to be bound by the terms and conditions of the Campus and School Agreement.

Effective date. If Institution is renewing Software Assurance or Subscription Licenses from one or more previous enrollments or agreements, then the effective date will be the day after the first prior enrollment or agreement expires or terminates. If this Enrollment is renewed, the effective date of the renewal term will be the day after the Expiration Date of the initial term or expiring renewal term, as applicable. Otherwise, the effective date will be the date this Enrollment is accepted by Microsoft. Any reference to "anniversary date" refers to the anniversary of the effective date of the applicable initial or renewal term for each year this Enrollment is in effect.

Term. This Enrollment will expire either 12 or 36 full calendar months from the Enrollment effective date, depending on Institution's election below, but may be terminated earlier as provided in Institution's Campus and School Agreement. *Please select **only one** initial Enrollment term option:*

☐	12 Full Calendar Months	☒	36 Full Calendar Months

Prior Enrollment(s). If renewing Software Assurance or Subscription Licenses from another enrollment or agreement, the previous enrollment or agreement number must be identified in the respective box above. If renewing from multiple enrollments or agreements, or transferring Software Assurance or MSDN details, the Previous Agreement/Enrollment form must be used.

Terms and Conditions

1. Definitions.

Terms used but not defined in this Enrollment will have the definition in the Campus and School Agreement. The following definitions also apply:

"Additional Product" means any Product identified as such in the Product Terms and chosen by Institution under this Enrollment.

"Customer," as used in certain supplemental forms (for example, the signature form), has the same meaning as "Institution."

"Education Platform Product" means any Product chosen by Institution under this Enrollment, and designated as an Education Platform Product in the Product Terms. Education Platform Products may only be licensed on an Organization-wide basis, or for the full Student Count.

"Education Qualified User" means an employee or contractor (except Students) who accesses or uses an Education Platform Product for the benefit of the Institution.

"Expiration Date" means the date upon which the Enrollment expires.

"Institution" means the entity that is (1) a Qualified Educational User (as defined at http://www.microsoft.com/licensing/contracts) as of the effective date of this agreement that has entered into this agreement with Microsoft or (2) an Affiliate of Institution that has entered into an Enrollment under this agreement. If Institution is a school district, "Institution" includes all participating schools in the same district.

"Organization-wide Count" means the total number of Education Qualified Users in the Organization as listed in the "Licensing options; rights and restrictions" table included in this Enrollment.

"Previous Enrollment or Agreement" means a School Subscription Enrollment, a Campus Subscription Enrollment, an Enrollment for Education Solutions, or an Open Value Subscription Agreement for Education Solutions.

"Qualified Device" means any device that is used by or for the benefit of the Organization or by or for the benefit of Students enrolled in the Organization and is: (1) a personal desktop computer, portable computer, workstation, or similar device capable of running Windows Pro locally (in a physical or virtual operating system environment) or (2) a device used to access a virtual desktop infrastructure ("VDI"). Qualified Devices do not include any device that is designated as a server and not used as a personal computer, or not Managed (as defined in the Product Terms at the start of the applicable initial or renewal term of the Enrollment). At its discretion, Institution may designate any device excluded above that is used by or for the benefit of the Organization as a Qualified Device for all or a subset of Education Platform Products or Online Services Institution has selected. "Qualifying Enrollment" means an Enrollment for Education Solutions, the minimum requirements of which were met and which was entered into by Institution or Institution's Affiliate, and that is active and valid upon signing of this Enrollment. Institution must have been included in the Organization under an Enrollment for Education Solutions that is used as the Qualifying Enrollment.

"Reseller" means an entity authorized by Microsoft to resell Licenses under this program and engaged by Institution to provide pre- and post-transaction assistance related to this agreement.

"Student Count" means the total number of Students in the Organization as listed in the "Licensing options; license rights and restrictions" table included in this Enrollment.

"Student Qualified Device" means a Qualified Device owned, leased, or controlled by a Student or owned, leased, or controlled by the Organization and assigned for individual, dedicated use by a Student.

"Subscription License" means, for purposes of this Enrollment, a fixed term license that expires when the Enrollment expires or is terminated unless the buyout option is exercised. Any License ordered under this Enrollment is a Subscription License, even if it is otherwise designated on the purchase order.

2. *Order requirements.*

a. **Minimum order requirements for Enrollment for Education Solutions.** This Enrollment allows Institution to license Products on a subscription basis across its Organization. Institution defines its Organization and can select from two different licensing options (Education Qualified Users or Students), depending on the Users it wishes to enable to use the Products.

The initial order must include Subscription Licenses for at least:

(i) One Education Platform Product for an Organization-wide Count of at least 1,000; or

(ii) One Education Platform Product for a Student Count of at least 1,000;or

(iii) A mix of Education Platform Products that may be ordered as described in the Product Terms.

These minimum requirements are waived if Institution has a Qualifying Enrollment. Institution must submit an order within 30 days of the effective date of the Enrollment. Microsoft may refuse to accept this Enrollment if it has a business reason for doing so.

b. **Additional Products.** Upon satisfying the minimum order requirements above, Institution may order Additional Products. For Additional Products identified in the Product Terms as licensed Organization-wide or for the full Student Count, Institution must order Licenses equal to the Organization-wide Count or Student Count, as applicable.

c. **Use Rights for Education Platform Products.** For Education Platform Products other than Online Services, if a new Product version has more restrictive use rights than the version that is current at the start of the applicable initial or renewal term of the Enrollment, those more restrictive use rights will not apply to Institution's use of that Product during that term.

d. **Country of usage.** Institution must specify the countries where Licenses will be used on its initial order and on any additional orders.

e. **Resellers.** Orders must be submitted to an authorized Reseller who will transmit the order to Microsoft. The Reseller and Institution determine pricing and payment terms as between them, and Microsoft will invoice the Reseller based on those terms. Resellers and other third parties do not have authority to bind or impose any obligation or liability on the Microsoft Affiliate that enters into this Enrollment.

f. **Adding Products.**

(i) **Adding new Products not previously ordered.** New Education Platform Products and Additional Products may be added at any time by contacting a Reseller. New Additional Products, other than Online Services, may be used if an order is placed in the month the Product is first used. For Online Services not previously ordered, an initial order for the Online Service is required prior to use.

(ii) **Adding Licenses for previously ordered Products.** For Education Platform Products other than Online Services and for Additional Products licensed Organization-wide or for the full Student Count, Institution is not required to obtain additional Licenses based on increases in the Organization-wide Count or Student Count after the date of the order. Institution must provide Microsoft with an updated Organization-wide Count or Student Count to account for any such increases on each anniversary of the Enrollment effective date during the Licensed Period. Additional Licenses for Online Services must be ordered prior to use.

(iii) **Invoicing.** Microsoft will invoice Institution's Reseller for such Products ordered on a pro-rated basis based on the greater of (i) the number of full calendar months remaining in the Licensed Period or (ii) six months. Microsoft will invoice the Reseller for Online Services ordered on a pro-rated basis based on the number of full calendar months remaining in the Licensed Period. If Institution subsequently orders Licenses for Additional Products that were not included on Institution's initial order, Microsoft will use the price list in effect on the date of the invoice to charge Institution's Reseller for the additional Licenses. If Institution subsequently orders additional Licenses for Products that were included in Institution's initial order, Microsoft will use the price list in effect when the product was initially ordered to charge Institution's Reseller for the additional Licenses.

g. **Annual orders.** Institution must submit annual orders as follows:

(i) **Annual order requirements.** If Institution has a three-year Licensed Period, it must submit an annual order that accounts for any changes since the initial order or last annual order, including its updated Organization-wide Count or Student Count. Each annual order must include Licenses for at least the same types and quantities of Products as Institution ordered during the year following the Enrollment effective date or last anniversary date, except for permitted reductions, step-ups, add-ons and any Additional Products not ordered Organization-wide.

(ii) **Subscription License Reductions.** Institution may reduce the quantity of Subscription Licenses at the enrollment anniversary date on a prospective basis as follows:

1. For Enterprise Platform Products, Licenses can be reduced, as long as the initial order minimum requirements are maintained.
2. For Additional Products ordered Organization-wide or for the full Student Count, the quantity of Licenses can be reduced provided it remains equal to Institution's Organization-wide Count or Student Count (as applicable).
3. For other Additional Products, Institution may reduce the Licenses. If the License count is reduced to zero, then Institution's use of the applicable Subscription License will be cancelled.

(iii) **Annual order period.** Microsoft must receive an anniversary order prior to each Enrollment anniversary date. Institution may order more often than at each Enrollment anniversary date except for Subscription License reductions.

h. **Buy-out option.** Institution may buy out active Subscription Licenses acquired under this Enrollment for Products other than Online Services (if permitted) and acquire perpetual Licenses for the latest version of the Product as of the Expiration Date by placing an order for such Licenses. A buy-out option is available if Institution has licensed the Products under one or more Enrollments (including any extensions) for at least 36 full calendar months immediately preceding the Expiration Date. To exercise its buy-out option, Institution must submit and Microsoft must receive the buy-out order no more than 30 days prior to the Expiration Date. The Expiration Date will be the invoice date for the buy-out order. Institution may order perpetual Licenses for Education Platform Products and Additional Products licensed Organization-wide in a quantity at least equal to the Organization-wide Count, but not more than the number of Qualified Devices in the Organization on the date of the buy-out order. Institution may order perpetual Licenses for Additional Products in a quantity equal to the lowest number of Licenses ordered during any of the three 12-month periods immediately preceding the expiration of the Enrollment. The buy-out option is not available for Products licensed under the Student licensing option. Except as specifically provided otherwise in the Use Rights, perpetual Licenses acquired through the buy-out option are device Licenses.

i. **How to confirm orders.** Microsoft will publish password-protected information about orders placed by Institution, including an electronic confirmation of each order, at the Volume Licensing Service Center (https://www.microsoft.com/licensing/servicecenter) or a successor site. Upon Microsoft's acceptance of this Enrollment, the individual designated by Institution as its Online Administrator will be granted access to this site.

j. **Step up licenses.** For Licenses eligible for a step-up under this Enrollment, Institution may step-up to a higher edition or suite. The order requirements set forth in the subsection above titled "Adding Licenses for previously ordered Products" apply to all step-ups.

3. *Pricing.*

a. **Subscription price.** This section shall not apply to Products licensed to Institution at special promotion prices to distributor or Reseller, as applicable.

(i) **One-year Licensed Period.** Microsoft will not increase the price it charges to the Reseller for an annual extension of a License by more than ten percent (10%) (as determined with reference to U.S. funds, regardless of the currency in which amounts are invoiced or payment is made) over the immediately preceding one year Licensed Period if Institution submits an extension order prior to the expiration of the Enrollment for the same Products in the same quantities as ordered in the expiring Licensed Period.

(ii) **Three-year Licensed Period.** If Institution chooses a three-year Licensed Period and complies with the ordering requirements in this Enrollment, provided Institution qualifies for the same price level for the entire Licensed Period, for any Products ordered during the Licensed Period, Microsoft will charge the Reseller the same price for a License on each annual order as when Institution first ordered the Product, except for step-ups.

b. **Price levels.** Institution's Organization-wide Count or Student Count, as applicable, determines the price level for Education Platform Products (A, B, C, or D). If Institution chooses to extend this Enrollment, the price level will be reset at the start of the extension term based on Institution's Organization-wide Count or Student Count at the time the extension order is placed. There are no price levels for Additional Products. Provided that Institution qualifies for the same price level for the entire term, Institution's price level does not change during the term of the Enrollment. If Institution qualifies for a different price level during the applicable initial or renewal term, Microsoft may at its discretion establish a new price level for future new orders either upon Institution's request or on its own initiative.

Select Price Level that Applies to Education Qualified User Option	Organization Wide Count	**Price level** (Only Applicable For Education Platform Products)
☐	1,000	A
☒	3,000	B
☐	10,000	C
☐	25,000	D

Select Price Level that Applies to Student Option	Student Count	**Price level** (Only Applicable For Education Platform Products)
☐	1,000	A
☐	3,000	B
☐	10,000	C
☒	25,000	D

c. **Setting Prices.** The price Institution will pay to license the Products will be determined by agreement between Institution and its Reseller. However, Microsoft will provide the Reseller with pricing at the outset of this Enrollment and will not increase the prices that it charges the Reseller for the Products during the term of the Enrollment.

4. Qualifying systems Licenses.

The desktop operating system Licenses granted under this program are upgrade Licenses only. Full desktop operating system Licenses are not available under this program. If Institution selects the Windows Desktop Operating System Upgrade, all Qualified Devices on which Institution runs the Windows Desktop Operating System Upgrade must be licensed to run one of the qualifying operating systems identified in the Product Terms.

5. *End of Enrollment term and termination.*

a. **General.** Microsoft will notify Institution in writing prior to the expiration of the Enrollment. The notice will advise Institution of the option to (1) renew the Enrollment, (2) submit a new Enrollment, (3) exercise the buy-out option, or (4) allow the Enrollment to expire. Microsoft will not unreasonably reject any extension order or new Enrollment. However, Microsoft may make a change to this program that will make it necessary for Institution to enter into a new agreement prior to extending or submitting new Enrollment. Each Licensed Period will start the day following the expiration of the prior Licensed Period.

b. **Extension orders.** Institution may elect to extend its initial Licensed Period for subsequent terms not to exceed 72 consecutive months from the initial effective date using any combination of (1) extension terms of 12 full calendar months and (2) one extension term of 36 full calendar months. Institution must submit, and Microsoft must receive, an extension order prior to the expiration of the Licensed Period.

c. **If Institution elects not to renew.**

   (i) **Subscription Licenses buy-out.** Institution may elect to obtain perpetual Licenses as described in the Section titled "Buy-out option" for Licenses for which a buy-out is available.

   (ii) **Expiration of Enrollment.** Institution may allow the Enrollment to expire. If the Enrollment expires, the Licenses will be cancelled and will terminate as of the Expiration Date. Any associated media must be uninstalled and destroyed, and Organization must discontinue use. Microsoft may request written certification to verify compliance. Because all Licenses acquired under this agreement are temporary, Institution will not be eligible to obtain Software Assurance for those Licenses under any other Microsoft Volume licensing program without first acquiring a perpetual License or License and Software Assurance (L&SA).

d. **Termination for cause.** Any termination for cause of this Enrollment will be subject to the "Termination for cause" section of the Agreement.

e. **Early termination.** If Institution terminates its Enrollment as a result of a breach by Microsoft, or if Microsoft terminates an Online Service for regulatory reasons, Microsoft will issue Institution's Reseller a credit for any amount paid in advance for the period after termination.

Electronically Submitted

Enrollment Details

1. Defining Institution's Organization.

Define the Organization by choosing one of the options below. *Please select **only one** option.*

☒	**Institution and all of its Affiliates**, departments and school locations (*do not* list any entity in the below list)
☐	**Institution only** (including all of its departments and school locations, but not including any Affiliates) (*do not* list any entity in the below list)
☐	**Institution *plus* the listed Affiliate(s) and/or department(s), and/or school location(s), or clearly defined User group(s) if Affiliate is a school without departments or school locations** (please list the Affiliate(s), department(s), school location(s) or User group(s) of Affiliate(s) below)
☐	**Institution's (or any Affiliate's) listed department(s), and/or school location(s), or clearly defined User group(s) if Institution or Affiliate is a school without departments or school locations** (please list department(s), school location(s) or User group(s) and any Affiliate(s) below)

If Institution chooses to enroll specific departments, school locations, and/or clearly defined User groups, Institution must provide the department, school location, and/or defined User group names. If the department, school location, or User group is part of an Affiliate, Institution must also provide the name of the Affiliate. A department includes all segments of a department (*e.g.*, a business school should include the business library). A department must be for educational purposes. Open access labs and other resource support centers do not qualify as separate departments.

List of participating Affiliates, departments, school locations, and/or clearly defined User groups

Institution may attach pages to this Enrollment if additional rows are needed.

2. Licensing options; license rights and restrictions.

Choosing a licensing option. Institution may license Education Platform Products and Additional Products licensed Organization-wide or for the full Student Count for (1) Education Qualified Users and/or (2) Students. Institution must indicate the option(s) it chooses by marking the applicable box below and provide its initial Organization-wide Count and/or Student Count, as applicable. Institution must select at least one licensing option.

Licensing Options.

a. **Education Qualified Users:** If Institution selects this option, Institution's Organization-wide Count must include all Education Qualified Users in its Organization.

b. **Students:** If Institution selects this option, Institution's Student Count must include all of the Students in its Organization.

Category	Institution's Selection	Organization-wide Count and/or Student Count, as applicable
1. Education Qualified Users	☒	6150
2. Students	☒	63500

License rights and restrictions. So long as Institution places orders pursuant to the agreement and this Enrollment for any required Licenses and pays per the agreement with its Reseller, Institution (and/or its Students, as applicable) will have the following rights during the term of this Enrollment:

a. If the Education Qualified User option is chosen, Institution is not required to count members of the public who access PCs that remain in Institution's open access labs or libraries. Institution may not permit remote access to software installed on PCs in open access labs or libraries. In the case of CALs, Institution may assign (1) a device CAL to each Qualified Device and (2) a user CAL to each Education Qualified User, in both cases to access Institution's associated server software.

b. If the Student option is chosen, each Student in the Organization may run one instance of the licensed Education Platform Products and one instance of any Additional Product licensed for the Student Count on a Student Qualified Device. In the case of CALs, Institution may assign a user CAL to each Student to access Institution's associated server software. Student's right to use the software shall be governed by and subject to the relevant sections of the most current Product Terms.

3. Contact information.

Each party will notify the other in writing if any of the information in the following contact information page(s) changes. The asterisks (*) indicate required fields. By providing contact information, Institution consents to its use for purposes of administering this Enrollment by Microsoft, its Affiliates, and other parties that help administer this Enrollment. The personal information provided in connection with this Enrollment will be used and protected in accordance with the privacy statement available at https://www.microsoft.com/licensing/servicecenter.

a. **Primary contact.** This contact is the primary contact for the Enrollment from within Institution. This contact is also an Online Administrator for the Volume Licensing Service Center and may grant online access to others. The primary contact will be the default contact for all purposes unless separate contacts are identified for specific purposes.

Name of entity (must be legal entity name) * Knox County Schools
Contact name: First* Freddie **Last*** Cox
Contact email address* freddie.cox@knoxschools.org
Street address* 1000 N Central St
City* Knoxville
State/Province* TN
Postal code* 37917-6453-
(For U.S. addresses, please provide the zip + 4, e.g. xxxxx-xxxx)
Country* United States
Phone 865-594-1830
Tax ID
** indicates required field*

b. **Notices contact and Online Administrator.** This contact (1) receives the contractual notices and (2) is the Online Administrator for the Volume Licensing Service Center and may grant online access to others.

☒ Same as primary contact (default if no information is provided below, even if box is not checked)

Contact name: First* Freddie **Last*** Cox
Contact email address* freddie.cox@knoxschools.org
Street address* 1000 N Central St
City* Knoxville
State/Province* TN
Postal code* 37917-6453-

(For U.S. addresses, please provide the zip + 4, e.g. xxxxx-xxxx)
Country* United States
Phone 865-594-1830

Language preference. Choose the language for notices. English
☐ This contact is a third party (not Institution). Warning: This contact receives personally identifiable information of the Institution and its Affiliates.
** indicates required field*

c. **Online Services Manager.** This contact is authorized to manage the Online Services ordered under the Enrollment.

☐ Same as notices contact and Online Administrator (default if no information is provided below, even if box is not checked)

Contact name: First* Freddie **Last*** Cox
Contact email address* freddie.cox@knoxschools.org
Phone 865-594-1830

☐ This contact is from a third party organization (not the entity). Warning: This contact receives personally identifiable information of the entity.
** indicates required field*

d. **Reseller information.** Reseller contact for this Enrollment is:

Reseller company name* CDW Logistics LLC.
Street address (PO boxes will not be accepted) * 2 Corporate Dr Suite 800
City* Shelton
State/Province* CT
Postal code* 06484-6249
Country* United States
Contact name: First* Belma **Last*** Omeragic
Phone 8474656000
Contact email address* belma.omeragic@cdwg.com
** indicates required field*

By signing below, the Reseller identified above confirms that all information provided in this Enrollment is correct.

Signature* Belma Omeragic

Printed name* Belma Omeragic
Printed title*
Date*

Changing a Reseller. If Microsoft or the Reseller chooses to discontinue doing business with each other, Enrolled Institution must choose a replacement Reseller. If Enrolled Institution or the Reseller intends to terminate their relationship, the initiating party must notify Microsoft and the other party using a form provided by Microsoft at least 30 days prior to the date on which the change is to take effect.

e. If Enrolled Institution requires a separate contact for any of the following, attach the Supplemental Contact Information form. *Otherwise, the notices contact and Online Administrator remains the default.*

(i) Additional Notices Contact
(ii) Software Assurance Manager
(iii) Subscriptions Manager
(iv) Customer Support Manager (CSM) contact

Electronically Submitted

f. **Microsoft account manager.** Provide the Microsoft account manager contact for Institution.

Microsoft account manager name:

Microsoft account manager email address: @Microsoft.com

Electronically Submitted

Microsoft

Supplemental Contact Information Form

This form can be used in combination with MBSA, Agreement, and Enrollment/Registration Form. However, a separate form must be submitted for each enrollment/registration, when more than one is submitted on a signature form. For the purposes of this form, "entity" can mean the signing entity, Customer, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement. Primary and Notices contacts in this form will not apply to enrollments or registrations.

This form applies to: ☒ Enrollment/Affiliate Registration Form

_ Insert primary entity name if more than one Enrollment/Registration Form is submitted

Contact information.

Each party will notify the other in writing if any of the information in the following contact information page(s) changes. The asterisks (*) indicate required fields; if the entity chooses to designate other contact types, the same required fields must be completed for each section. By providing contact information, entity consents to its use for purposes of administering the Enrollment by Microsoft and other parties that help Microsoft administer this Enrollment. The personal information provided in connection with this agreement will be used and protected according to the privacy statement available at https://privacy.microsoft.com/privacystatement.

1. Additional notices contact.

This contact receives all notices that are sent from Microsoft. No online access is granted to this individual.

Name of entity*
Contact name: First* Middle Last*
Contact email address*
Street address*
City*
State/Province*
Postal code*
Country*
Phone*

This contact is a third party (not the entity). Warning: This contact receives personally identifiable information of the entity.

** indicates required fields*

2. Software Assurance manager.

This contact will receive online permissions to manage the Software Assurance benefits under the Enrollment or Registration.

Name of entity*
Contact name: First* Middle Last*
Contact email address*
Street address*
City*
State/Province*

Postal code*
Country*
Phone*
This contact is a third party (not the entity). Warning: This contact receives personally identifiable information of the entity.
** indicates required fields*

3. Subscriptions manager.

This contact will assign MSDN, Expression, and TechNet Plus subscription licenses to the individual subscribers under this Enrollment or Registration. Assignment of the subscription licenses is necessary for access to any of the online benefits, such as subscription downloads. This contact will also manage any complimentary or additional media purchases related to these subscriptions.

Name of entity* Knox County Schools
Contact name: First* Freddie **Middle** **Last*** Cox
Contact email address* freddie.cox@knoxschools.org
Street address* 1000 N Central St
City* Knoxville
State/Province* TN
Postal code* 37917-6453
Country* United States
Phone* 865-594-1830
☐ This contact is a third party (not the entity). Warning: This contact receives personally identifiable information of the entity.
** indicates required fields*

4. Online services manager.

This contact will be provided online permissions to manage the online services ordered under the Enrollment or Registration.

Name of entity* Knox County Schools
Contact name: First* Freddie **Middle** **Last*** Cox
Contact email address* freddie.cox@knoxschools.org
Street address* 1000 N Central St
City* Knoxville
State/Province* TN
Postal code* 37917-6453
Country* United States
Phone* 865-594-1830
☐ This contact is a third party (not the entity). Warning: This contact receives personally identifiable information of the entity.
** indicates required fields*

5. Customer Support Manager (CSM).

This person is designated as the Customer Support Manager (CSM) for support-related activities.

Name of entity*
Contact name: First* **Middle** **Last***
Contact email address*
Street address*
City*
State/Province*
Postal code*

Country*
Phone*
** indicates required fields*

6. *Primary contact information.*

An individual from inside the organization must serve as the primary contact. This contact receives online administrator permissions and may grant online access to others. This contact also receives all notices unless Microsoft is provided written notice of a change.

Name of entity* Knox County Schools
Contact name: First* Freddie **Middle** **Last*** Cox
Contact email address* freddie.cox@knoxschools.org
Street address* 1000 N Central St
City* Knoxville
State/Province* TN
Postal code* 37917-6453
Country* United States
Phone* 865-594-1830
** indicates required fields*

7. *Notices contact and online administrator information.*

This individual receives online administrator permissions and may grant online access to others. This contact also receives all notices.

☒ *Same as primary contact*
Name of entity* Knox County Schools
Contact name: First* Freddie **Middle** **Last*** Cox
Contact email address* freddie.cox@knoxschools.org
Street address* 1000 N Central St
City* Knoxville
State/Province* TN
Postal code* 37917-6453
Country* United States
Phone* 865-594-1830
☐ This contact is a third party (not the entity). Warning: This contact receives personally identifiable information of the entity.
** indicates required fields*

KNOX COUNTY BOARD OF EDUCATION

This Document is approved by the Knox County Board of Education on the 6th day of March, 2025 as reflected in its minutes, and certified by its Chairperson.

_____

Betsy Henderson, Chair

Date: _____

KNOX COUNTY GOVERNMENT

_____

Glenn Jacobs, Mayor

Date: _____

KNOX COUNTY LAW DEPARTMENT

CONTRACT #: 25-088

APPROVED AS TO LEGAL FORM

_____

Gary Dupler, Deputy Law Director

Date: 2/25/2025

KNOX COUNTY BOARD OF EDUCATION

Agenda Item Fiscal Note

Description

Approve Microsoft Campus Education Volume Subscription Licensing Renewal for 3 years at an approximate annual cost of $650,000.00 using Information Technology general operating funds.

The Microsoft Campus Education Volume Subscription is for 3 years and covers the following services: District E-mail, Microsoft Office Applications, Windows Server/Datacenter OS and Database Licensing, Advanced Threat Protection for E-mail, Teams for virtual meetings and KCS Virtual School, Multifactor Authentication, Active Directory, Single Sign-On, Azure Cloud Services, etc.

Cost to Knox County Schools

$650,000

Description and Type of Funding Source

Technology General Purpose

For Grants: Letter of Approval from the KCS Grants Department must be attached.
AS-105B (6/23)

RLA-17111 **R-25-3-206**

COMMISSION (PRELIMINARY AGENDA)

Meeting Date:	03/20/2025
Requested By:	TERRI COATNEY, KNOX COUNTY SCHOOLS
Department:	KNOX COUNTY SCHOOLS
Requires Expenditure of Funds:	YES Funded in Current Budget: YES
Appropriation Required:	NO

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, approving a Fund Balance Designation (General Purpose School Fund) in the amount of $9,970,000.00 for Science textbooks.
(Schools)

Attachments

Resolution

Memorandum & Detail

Fiscal Note

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, APPROVING A FUND BALANCE DESIGNATION (GENERAL PURPOSE SCHOOL FUND) IN THE AMOUNT OF $9,970,000.00 FOR SCIENCE TEXTBOOKS.

RESOLUTION: R-25-3-206

REQUESTED BY: SCHOOLS

PREPARED BY: KNOX COUNTY LAW DIRECTOR'S OFFICE

APPROVED AS TO FORM AND CORRECTNESS:_____
DIRECTOR OF LAW

APPROVED:_____
DATE

VETOED:_____
DATE

VETO OVERRIDE:_____
DATE

MINUTE BOOK_____**PAGE**_____

WHEREAS, the General Purpose School Fund Balance currently exceeds the three percent (3%) of the budgeted annual operating expenses for the current fiscal year that is required by state law to be maintained in fund balance; and

WHEREAS, state law requires that an appropriation from funds in excess of three percent (3%) of the Knox County Schools operating budget be submitted to, and approved by, the Knox County Commission; and

WHEREAS, Knox County Schools has requested a General Purpose School Fund Balance Designation in the amount of $9,970,000.00 for Science textbooks; and

WHEREAS, the Knox County Board of Education approved this Fund Balance Designation at its regularly scheduled meeting on March 6, 2025.

NOW THEREFORE BE IT RESOLVED BY THE COMMISSION OF KNOX COUNTY AS FOLLOWS:

The Knox County Commission hereby approves a Fund Balance Designation from the General Purpose School Fund in the amount of $9,970,000.00 for Science textbooks, as further detailed in the documentation attached hereto as Exhibit A and incorporated herein by reference.

BE IT FURTHER RESOLVED, that if any notifications are to be made to effectuate this Resolution, then the County Clerk is hereby requested to forward a copy of this Resolution to the proper authority.

BE IT FURTHER RESOLVED, that this Resolution is to take effect from and after its passage, as provided by the Charter of Knox County, Tennessee, the public welfare, requiring it.

_____

Presiding Officer of the Commission Date

_____

County Clerk Date

Approved:_____

County Mayor Date

Vetoed:_____

County Mayor Date

KNOX COUNTY SCHOOLS
ACADEMIC SUPPORTS

Sarah Searles
Supervisor of Academic Resources

Candice Janco
Administrative Assistant

[865] 594-2975

MEMORANDUM

TO: Dr. Keith Wilson, Assistant Superintendent of Academics

FROM: Sarah Searles, Supervisor of Academic Resources

DATE: February 21, 2025

RE: Fund Balance Designation for Science Textbook Adoption

Dear Dr. Wilson et al,

In collaboration with Mr. Joe Snyder, Budget Director, and Ms. Andrea Berry, Science and STEM Supervisor, I am writing to request that an item be added to the March 6, 2025 Board of Education agenda to approve a fund balance designation in the amount of $9.97M for purchase of the newly adopted Science curriculum.

Attached please find documentation of our anticipated costs for these materials. These costs include several instances of kits as well as traditional student textbooks or handbooks, in order to facilitate modern standards-aligned instruction. They also include several instances of plans to realize cost efficiencies by working in-house to print some student and teacher materials available via open-source platforms.

We are requesting this fund balance designation now so that we can place requisitions in April, in accordance with the timelines set by Knox County Procurement, in order to receive materials and have them ready for teachers and students at the start of next school year. For any adjustments in schools' master schedules and enrollment that occur between now and then, we plan to make minor purchases as needed from the FY26 General Purchase budget for textbooks.

Respectfully submitted,

Sarah Culp Searles

Sarah Culp Searles

Summary of Cost Estimates for Science Adoption 2025

Grade Band	Subtotal
Elementary	$5,169,802.22
Middle	$2,512,832.80
High (All)	$2,285,799.00
Total	**$9,968,434.02**

Grade Level	ISBN	Title	# of Teachers	Cost per Classroom	Extended Cost
Kindergarten		SOLID Start*	257	$20.00	$5,140.00
1st Grade		SOLID Start	277	$20.00	$5,540.00
2nd Grade		SOLID Start	282	$20.00	$5,640.00
3rd Grade		Smithsonian Science for the Classroom	197	$9,511.80	$1,873,824.60
4th Grade		Smithsonian Science for the Classroom	167	$8,764.40	$1,463,654.80
5th Grade		Smithsonian Science for the Classroom	152	$8,855.40	$1,346,020.80
				Subtotal	$4,699,820.20
				Est Freight	$469,982.02
				Total	$5,169,802.22

*SOLID Start is an open source curriculum, and digital materials are available at no cost. Our adoption committee, however, recommends that for implementation success, a set of teacher materials should be printed for each classroom. The cost listed is our estimate of print costs in-house with the KCS Print Shop.

Grade Level	Title	# Teachers/Students	Cost	Extended Cost
6th Grade	Combined one-time and consumable kits for prioritized units: 12534	62	$5,980.00	$370,760.00
7th Grade	Combined one-time and consumable kits for prioritized units: 134256	57	$7,212.00	$411,084.00
8th Grade	Combined one-time and consumable kits for prioritized units: 136245	52	$9,714.00	$505,128.00
6th Grade	OpenSciEd Teacher Editions (All units)	140	$107.00	$14,980.00
7th Grade	OpenSciEd Teacher Editions (All units)	135	$107.00	$14,445.00
8th Grade	OpenSciEd Teacher Editions (All units)	125	$107.00	$13,375.00
6th Grade	Student materials for all units (printed in-house)	4760	$60.00	$285,600.00
7th Grade	Student materials for all units (printed in-house)	4685	$60.00	$281,100.00
8th Grade	Student materials for all units (printed in-house)	4810	$60.00	$288,600.00
			Subtotal	$2,185,072.00
			Est Freight	$327,760.80
			Total	$2,512,832.80

Cost Estimates - Science Adoption 2025

High

Course	ISBN	Title	Enrollment Est.	Cost	Extended Cost	# Gratis TEs	# of Teachers	Additional Needs	TE Cost	Ext TE Cost
Biology 1	9781792493409	Kendall Hunt BSCS Biology: Understanding for Life	2790	$128.00	$357,120.00	56	47			
Biology 2		Pearson Campbell Biology In Focus, 4th Ed AP	250	$212.00	$53,000.00	5	10	5		
Chemistry 1	9798213072563	Savvas Tennessee Experience Chemistry	3010	$229.43	$690,584.30	60	54			
Chemistry 2		Chemistry: The Central Science, 15th Edition, AP Ed	175	$215.00	$37,625.00	4				
Physics	9781418345860	Savvas Experience Physics	250	$225.40	$56,350.00	7				
Earth/Space Science	978126532827	McGraw Hill TN Science Earth and Space Science	150	$186.37	$27,955.50	4				
Ecology	9781418358495	Savvas Environmental Science: Your World, Your Tu	245	$201.83	$49,448.35	7				
Env Science	9781418358495	Savvas Environmental Science: Your World, Your Tu	225	$201.83	$45,411.75	6				
Geology		Continue using the previously adopted book	110		$0.00	3				
Human Anatomy	9781264602988	McGraw Hill Welsh, Hole's Essentials of Anatomy an	765	$180.85	$138,350.25	22				
Physical Science	9781265336578	McGraw Hill TN Science Physical Science	1895	$186.37	$353,171.15	38				
Physical World Concepts		Continue using the previously adopted book	185		$0.00	5				
Scientific Research		No book for this course	190		$0.00	5				
Course	**ISBN**	**Title**	**Enrollment Est.**	**Cost**	**Extended Cost**	**# Gratis TEs**	**# of Teachers**	**Additional Needs**	**TE Cost**	**Ext TE Cost**
AP Biology		Pearson Campbell Biology In Focus, 4th Ed AP	180	$212.00	$38,160.00					
AP Chemistry		Chemistry: The Central Science, 15th Edition, AP Ed	160	$215.00	$34,400.00					
AP Physics 1		College Physics for the AP Physics 1 & 2 Courses	140	$250.00	$35,000.00					
AP Physics 2		College Physics for the AP Physics 1 & 2 Courses	50	$250.00	$12,500.00					
AP Physics C EM		Physics for Scientists and Engineers: A Strategic Ap	35	$250.00	$8,750.00					
AP Physics C Mech.		Physics for Scientists and Engineers: A Strategic Ap	60	$250.00	$15,000.00					
AP Env. Science		Environmental Science for the AP Course (4th Ed.)	175	$199.00	$34,825.00					
				Subtotal	$1,987,651.30					
				Est Freight	$298,147.70					
				Total	$2,285,799.00					

KNOX COUNTY BOARD OF EDUCATION

This Document is approved by the Knox County Board of Education on the 6th day of March, 2025 as reflected in its minutes, and certified by its Chairperson.

_____

Betsy Henderson, Chair

Date: _____

KNOX COUNTY GOVERNMENT

_____

Glenn Jacobs, Mayor

Date: _____

KNOX COUNTY LAW DEPARTMENT

CONTRACT #: 25-102

APPROVED AS TO LEGAL FORM

_____

Gary Dupler, Deputy Law Director

Date: 2/25/2025

KNOX COUNTY BOARD OF EDUCATION
Agenda Item Fiscal Note

Description

Approve fund balance designation of $9.97M to purchase Science adoption

Cost to Knox County Schools

$9.97M

Description and Type of Funding Source

Fund balance designation

For Grants: Letter of Approval from the KCS Grants Department must be attached.
AS-105B (6/23)

RLA-17112 **R-25-3-207**

COMMISSION (PRELIMINARY AGENDA)

Meeting Date:	03/20/2025
Requested By:	TERRI COATNEY, KNOX COUNTY SCHOOLS
Department:	KNOX COUNTY SCHOOLS
Requires Expenditure of Funds:	YES Funded in Current Budget: YES
Appropriation Required:	NO

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, approving a Memorandum of Understanding between Knox County, Tennessee and the Knox County Board of Education for the transfer of the former Rule High School property from Knox County and the design, construction, and operation of a new school.
(Schools)

Attachments

Resolution

Memorandum of Understanding

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN KNOX COUNTY, TENNESSEE AND THE KNOX COUNTY BOARD OF EDUCATION FOR THE TRANSFER OF THE FORMER RULE HIGH SCHOOL PROPERTY FROM KNOX COUNTY AND THE DESIGN, CONSTRUCTION, AND OPERATION OF A NEW SCHOOL.

RESOLUTION: **R-25-3-207**

REQUESTED BY: **SCHOOLS**

PREPARED BY: **KNOX COUNTY LAW DIRECTOR'S OFFICE**

APPROVED AS TO FORM AND CORRECTNESS:_____
DIRECTOR OF LAW

APPROVED:_____
DATE

VETOED:_____
DATE

VETO OVERRIDE:_____
DATE

MINUTE BOOK_____PAGE_____

WHEREAS, Knox County, Tennessee (the "County") owns in fee the former Rule High School property located at 1901 Vermont Avenue (Parcel ID 094AF00701) and 1734 Maryland Avenue (Parcel ID 094AF006), the address for which property is commonly referred to as 1919 Vermont Avenue; and

WHEREAS, the Knox County Board of Education (the "Board"), through the Director of Schools, and the County have sought available parcels to construct a new school in the Mechanicsville, Lonsdale, and/or Beaumont communities, but the available parcels will not support a new school; and

WHEREAS, the County and the Board agree that the benefits of a new school with the transfer of the control and operation of real property described in the attached Memorandum of Understanding will include a larger facility and campus for the students and community of Mechanicsville, Lonsdale and Beaumont, handicapped accessibility to the building itself, improved and accessible parking, increased fire protection, improved infrastructure adjacent to the school, and improved playground facilities; and

WHEREAS, the County and the Board agree that the County shall designate the former Rule High School property as school property to be controlled and operated by the Board for the purpose of designing, constructing, and operating a new school to serve the children of the Mechanicsville, Lonsdale and Beaumont communities and, once the new school at the former Rule High School property is complete and the new school is being operated as a school, the Board shall surplus the Beaumont Magnet Elementary and Maynard Elementary properties to the County, all as further detailed in the attached Memorandum of Understanding; and

WHEREAS, the proposed Memorandum of Understanding formalizes the agreement between the County and the Board with respect to the transfer of the former Rule High School property and the design, construction and operation of a new school; and

WHEREAS, at its regularly scheduled meeting on March 6, 2025, the Knox County Board of Education approved the Memorandum of Understanding.

NOW THEREFORE BE IT RESOLVED BY THE COMMISSION OF KNOX COUNTY AS FOLLOWS:

The Memorandum of Understanding between the County and the Board regarding the transfer of the former Rule High School Property from the County and the design, construction and operation of a new school is hereby adopted and approved in substantive form as presented this date, a copy of which is attached to this Resolution and incorporated herein by reference.

BE IT FURTHER RESOLVED, the aforesaid Memorandum of Understanding between the County and the Board shall be executed subject to such amendment or action not affecting the substantive provisions of the contract as may be required and approved by the Knox County Law Director.

BE IT FURTHER RESOLVED, that if any notifications are to be made to effectuate this Resolution, then the County Clerk is hereby requested to forward a copy of this Resolution to the proper authority.

BE IT FURTHER RESOLVED, that this Resolution is to take effect from and after its passage, as provided by the Charter of Knox County, Tennessee, the public welfare requiring it.

Presiding Officer of the Commission **Date**

County Clerk **Date**

Approved: **County Mayor** **Date**

Vetoed: **County Mayor** **Date**

MEMORANDUM OF UNDERSTANDING
BETWEEN
KNOX COUNTY, TENNESSEE,
AND
THE KNOX COUNTY BOARD OF EDUCATION

Transfer of the former Rule High School Property from Knox County and Design, Construction, and Operation of a New School

This agreement is made and entered into by and between **KNOX COUNTY, TENNESSEE**, acting by and through its governing body, the County Commission ("COUNTY"), and the **KNOX COUNTY BOARD OF EDUCATION** ("BOARD"), all of Knox County, State of Tennessee.

WHEREAS, the County owns in fee the former Rule High School property located at 1901 Vermont Avenue, Parcel ID: 094AF00701, and 1734 Maryland Avenue, Parcel ID: 094AF006, Knoxville, Tennessee 37921, the address for which property is commonly referred to as 1919 Vermont Avenue, as shown as the property outlined in red on Exhibit A hereto, and controls much of that property with a portion thereof controlled and operated by the Board as a maintenance facility; and

WHEREAS, the Board, through the Director of Schools, and the County have sought available parcels to construct a new school in the Mechanicsville, Lonsdale, and/or Beaumont communities, but the available parcels will not support a new school; and

WHEREAS, the County and the Board desire that a new school be developed and constructed to serve the children of the Mechanicsville, Lonsdale, and Beaumont communities, and the greater Knoxville community; and

WHEREAS, the County and the Board agree that the benefits of a new school with the transfer of the control and operation of real property described herein will include a larger

facility and campus for the students and community of Mechanicsville, Lonsdale and Beaumont, handicapped accessibility to the building itself, improved and accessible parking, increased fire protection, improved infrastructure adjacent to the school, and improved playground facilities; and

WHEREAS, the County and the Board have a long-standing and mutually-beneficial relationship involving the shared use of facilities, including for athletic, cultural, educational, recreational, and other programs and events for residents of the County.

NOW THEREFORE, THE COUNTY AND THE BOARD agree as follows:

1. The County shall designate the former Rule High School property as school property to be controlled and operated by the Board for the purpose of designing, constructing, and operating a new school to serve the children of the Mechanicsville, Lonsdale, and Beaumont communities.

2. The Board shall direct Knox County Schools to relocate the existing maintenance and grounds facility on the Rule High School property to facilitate the new construction.

3. The Board is solely responsible for relocating the Knox County Schools' maintenance facility currently located on the Rule site. The estimated cost for relocating the current maintenance facility on the Rule site is approximately $5,500,000 (Five Million Five Hundred Thousand Dollars) based on the existing square footage and acreage.

4. Once the new school at the former Rule High School property is complete and the new school is being operated as a school, the Board shall declare surplus Beaumont Magnet Elementary and Maynard Elementary schools, which will be closed due to their students' being reassigned to the new school at the former Rule High School property. The County shall then have discretion for the use of the former Beaumont Magnet and Maynard Elementaries.

5. This agreement is entirely contingent upon the approval by the County Commission of the designation of the former Rule High School property as a school and the approval by the County Commission and the Board of the surplus of the current Beaumont Magnet and Maynard Elementary properties to the County.

6. The County and the Board agree that the County will continue to own in fee all of the properties referred to in this agreement. The County and the Board also agree that properties designated for the use of Knox County Schools are under the exclusive control and custody of the Board.

7. This agreement shall be exclusively construed, governed, and controlled by the laws of the State of Tennessee without regard to principles of law, including conflicts of law, of any other jurisdiction, territory, country, and/or province. Any dispute arising out of or relating to this agreement shall exclusively be brought in the Chancery Court or the Circuit Court of Knox County, Tennessee. Each party consents to personal jurisdiction thereto and waives any defenses based on personal jurisdiction, venue, and inconvenient forum.

8. Nothing in the performance of this agreement shall impose any liability for claims against the County or the Board other than claims for which liability may be imposed by the Tennessee Governmental Tort Liability Act.

9. Each party to this agreement will be responsible for its own actions in providing services under this agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other parties.

10. By entering into this agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this agreement shall not create any rights in any party not a signatory hereto.

IN WITNESS WHEREOF, the County and the Board have executed this agreement as of the latest below-written date.

KNOX COUNTY, TENNESSEE

_____

Glenn Jacobs Date
Mayor

CONTRACT # 25-104

APPROVED AS TO LEGAL FORM:

_____

Knox County
Law Director's Office Date

FUNDS CERTIFIED:

_____

Chris Caldwell
Finance Director Date

KNOX COUNTY BOARD OF EDUCATION

This document is approved by the Knox County Board of Education on the _____ day of _____, 2024, as reflected in its minutes, and certified by its Chairperson.

_____ _____

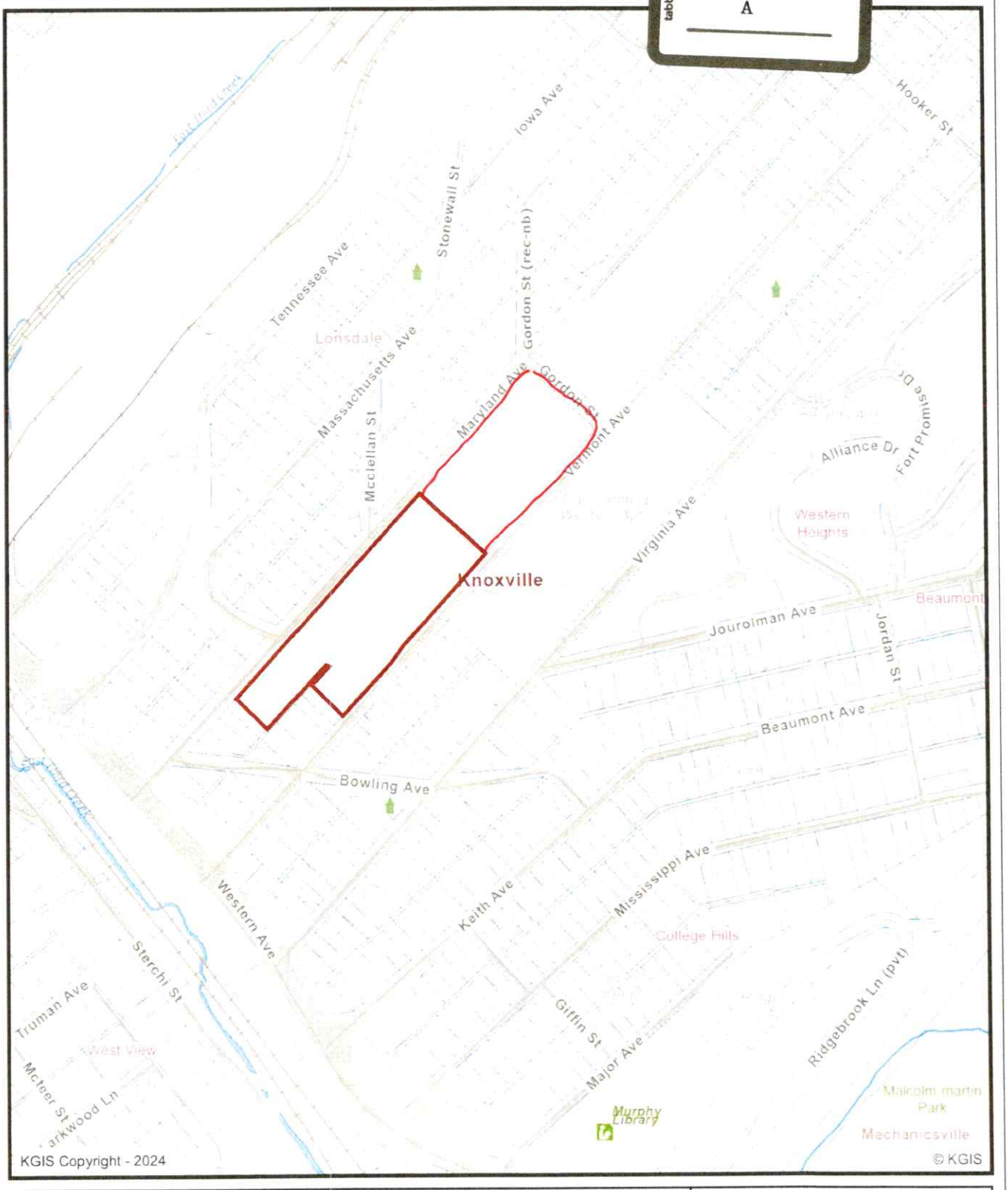
BOARD CHAIR – Signature BOARD CHAIR – Printed Name

Date _____

EXHIBIT

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rule high property

Knoxville - Knox County - KUB Geographic Information System

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KGIS makes no representation or warranty as to the accuracy of his map and its information nor to its fitness for use. Any user of this map product accepts the same AS IS ,WITH ALL FAULTS, and assumes all responsibility for the use thereof, and futher covenants and agrees to hold KGIS harmless from any and all damage, loss, or liability arising from any use of this map product.

RLA-17113 **R-25-3-208**

COMMISSION (PRELIMINARY AGENDA)

Meeting Date:	03/20/2025
Requested By:	TERRI COATNEY, KNOX COUNTY SCHOOLS
Department:	KNOX COUNTY SCHOOLS
Requires Expenditure of Funds:	YES Funded in Current Budget: YES
Appropriation Required:	NO

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, approving a contract with Accenture LLP for a Middle School Experience Consulting Project at a cost of $230,000.00.
(Schools)

Attachments

Resolution
Contract
Accenture NASPO Contract
Fiscal Note

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, APPROVING A CONTRACT WITH ACCENTURE LLP FOR A MIDDLE SCHOOL EXPERIENCE CONSULTING PROJECT AT A COST OF $230,000.00.

RESOLUTION: R-25-3-208

REQUESTED BY: SCHOOLS

PREPARED BY: KNOX COUNTY LAW DIRECTOR'S OFFICE

APPROVED AS TO FORM AND CORRECTNESS:_____
DIRECTOR OF LAW

APPROVED:_____
DATE

VETOED:_____
DATE

VETO OVERRIDE:_____
DATE

MINUTE BOOK_____**PAGE**_____

WHEREAS, Knox County Schools desires to enter into a contract with Accenture LLP through a State Wide Contract (SWC #3020 NASPO Cloud Solutions) for the provision of Middle School Experience Consulting Services; and

WHEREAS, the contract with Accenture LLP sets forth the terms and conditions under which Accenture LLP will provide the Middle School Experience Consulting Services at a cost of $230,000.00; and

WHEREAS, at its regularly scheduled meeting on March 6, 2025, the Knox County Board of Education approved the contract with Accenture LLP for a Middle School Experience Consulting Project.

NOW THEREFORE BE IT RESOLVED BY THE COMMISSION OF KNOX COUNTY AS FOLLOWS:

The contract with Accenture LLP for the provision of a Middle School Experience Consulting Project is hereby adopted and approved in substantive form as presented this date, a copy of which is attached to this Resolution and incorporated herein by reference.

BE IT FURTHER RESOLVED, the contract with Accenture LLP for the provision of a Middle School Experience Consulting Project shall be executed subject to such amendment or action not affecting the substantive provisions of the contract as may be required and approved by the Knox County Law Director.

BE IT FURTHER RESOLVED, that if any notifications are to be made to effectuate this Resolution, then the County Clerk is hereby requested to forward a copy of this Resolution to the proper authority.

BE IT FURTHER RESOLVED, that this Resolution is to take effect from and after its passage, as provided by the Charter of Knox County, Tennessee, the public welfare requiring it.

_____

Presiding Officer of the Commission Date

_____

County Clerk Date

Approved:_____

County Mayor Date

Vetoed:_____

County Mayor Date



SWC #3020 NASPO Cloud Solutions

Knox County Schools

Statement of Work
SOW ID # 0000-0042

For

Knox County Schools

Effective Date: April 1, 2025

1.0 STATEMENT OF WORK

1.1 Middle School Experience Consulting Services

This Statement of Work (SOW) is being executed between Accenture LLP ("Contractor" or "Accenture") and Knox County Schools (KCS or Agency) for ongoing consulting customer support services for the Agency, effective as of April 1, 2025 (the "SOW Effective Date").

This SOW constitutes an Order under the applicable Participating Addendum between the Contractor and the State, via Edison Contract #77795 (the "Contract") and incorporates by reference the terms and conditions, specifications, and other incorporated contract documents of the Contract. In case of any conflict between this SOW and the Contract, the Contract shall prevail.

1.2 Background

KCS faces a critical need to define what success looks like for middle school students, bridging the gap between the foundational focus of elementary schools and the college and career readiness goals of high schools.

Without a cohesive vision for middle school outcomes, schools experience inconsistencies in schedules, staffing, and programming, leaving students unevenly prepared for high school and beyond. Through a human-centered design approach, Accenture can engage stakeholders—including principals, teachers, and the community—to deeply understand the current state of middle schools and the challenges they face. By benchmarking best practices, analyzing gaps, and co-creating solutions, Accenture can provide Middle School models that KCS can use to create a unified middle school identity, aligns resources, and sets actionable goals for high school readiness.

The aforementioned process will ensure that the vision is rooted in the unique needs of KCS and supported by practical, sustainable implementation strategies.

1.3 Reference to other applicable documents

- The following documents are hereby incorporated by reference into this SOW: See Section 1.1 of this SOW.

2.0 STAFFING AND ROLES

2.1 KCS Staffing

KCS Project Manager

Name: Kori Lautner, Assistant Superintendent of Strategy
Cell: 865-594-1905
Email: kori.lautner@knoxschools.org

2.2 KCS Staff and Roles:

The following are the Project Sponsors who have joint decision-making authority for purposes of this SOW, including approval of changes, reports, documentation, and deliverables:

Project Manager/ Primary Point of Contact:

Name: Kori Lautner, Assistant Superintendent of Strategy
Cell: 865-594-1905
Email: kori.lautner@knoxschools.org

The following individuals will have decision-making authority on behalf of the Agency, including approval of changes, report, documentation, and deliverables:

- Kori Lautner, Assistant Superintendent of Strategy
- Steve Rudder, Director of Impact & Analytics
- Keith Wilson, Assistant Superintendent of Academics
- Ryan Siebe, Chief of Schools

2.3 Contractor Staff and Roles:

Contractor's Lead Point of Contact:

Name:	Jeni Brinkman
Title:	Senior Manager
Address:	4101 Charlotte Ave A170
City:	Nashville
State & Zip:	TN 37209
Phone:	615-478-5364
Email:	jeni.l.brinkman@accenture.com

The following contacts will have joint decision-making authority on behalf of Accenture including approval of changes, reports, documentation, and deliverables:

Name:	Beth N. Wright
Phone:	615-429-2095
Email:	beth.n.wright@accenture.com

Name:	Jeni Brinkman
Phone:	615-478-5364
Email:	jeni.l.brinkman@accenture.com

Key Accenture resources include:

Resource	Role	Responsibilities
Jeni Brinkman	Delivery Lead	Provides executive oversight for the overall program and delivery quality.
Bree Fouss	Design Director	Responsible for the overall business management of the project from development through production. Controls scope and schedule, coordinates design team activities, and maintains project status documents.

3.0 PROJECT REQUIREMENTS AND DELIVERABLES

3.1 Contractor Requirements

The Middle School Experience Consulting project will take place over eight (8) weeks. The three (3) in-scope workstreams are as follows: a) Stakeholder Engagement and Research Synthesis, b) Concept Design and Prioritization and c) Middle School Models.

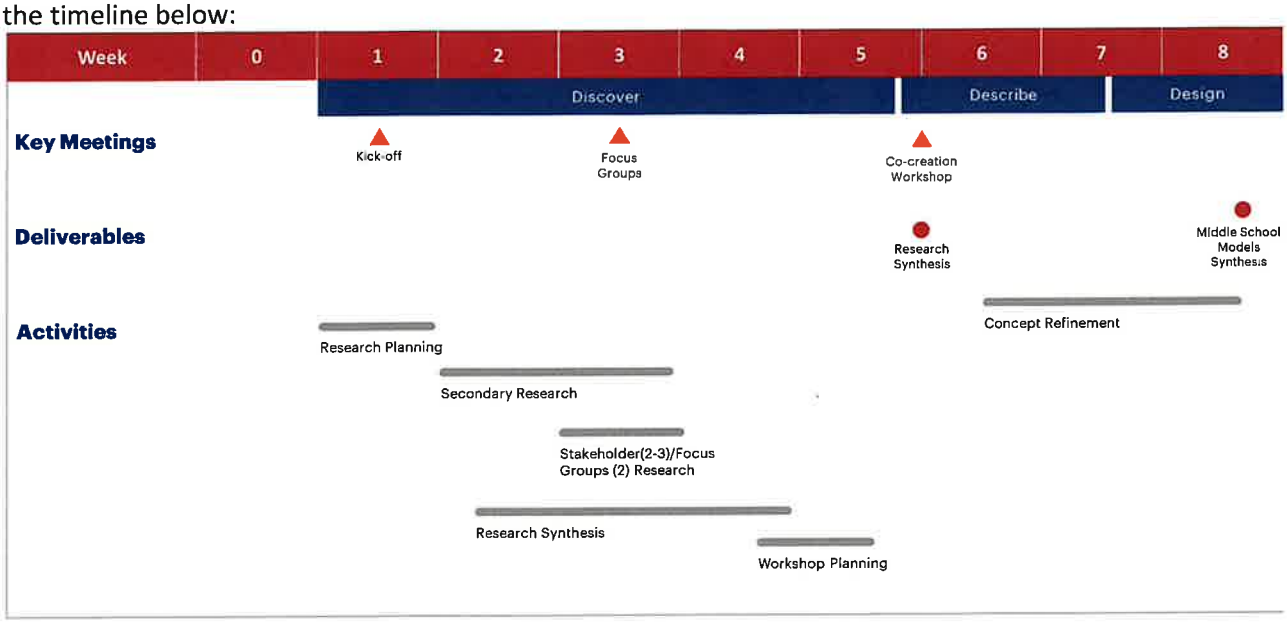
3.1.1 Scope and Approach

Accenture will provide the services noted in this SOW to assist Agency with the project ("Services"), as follows:

Workstream	Activity	Description
Stakeholder Engagement & Research Synthesis	Kickoff and Alignment Session	Collaborative session to introduce the team and delineate project alignment and kickoff
	Research Planning	Developing secondary and stakeholder research plans, processes and guides
	Market, User, and Stakeholder Research Activities	Interview or focus group sessions with identified KCS Middle School stakeholders (KCS staff interviews (3) parent focus groups (3), middle school student and high school student focus groups (3)) to gain an understanding of needs, pain points, and ideas for improvement; collecting best practices in Middle School experiences across districts, other states, and countries.
	Research Synthesis	Analyze research inputs to identify themes, patterns, and opportunity areas
Concept Design and Prioritization	Workshop Planning	Design a workshop to co-create with primary stakeholders via agreed upon activities
	Research Readout	A readout of current state findings including secondary research (presented in the Co-creation Workshop)
	Co-creation Workshop	Collaborative ideation session – ½ day with Principals and ½ day with Regional Leadership
Middle School Models	Models Options Playbook	KCS Middle School experience that includes actionable model options with potential level of investment, strengths and weaknesses, key attributes and capabilites needed

3.1.2 Schedule

The timeline of in-scope activities will progress between April 2025 and May 2025 in accordance with the timeline below:



3.1.3 Location

Services will be delivered both in-person at Knox County Schools offices and remotely.

3.2 Agency Tasks and Responsibilities

The following tasks are expected to be performed by Agency stakeholder staff:

- Agency will commit the personnel support and management involvement support for project and will make all decisions without undue delay.
- Agency is responsible for all items purchased, owned and/or provided by Agency that Accenture is required to use for fulfillment of any services described herein.
- Agency will work to resolve issues within Agency's control that may impact Accenture's ability to deliver services required under this SOW.
- Agency will collaborate with Accenture team to schedule meetings in advance and identify stakeholders.
- Agency will provide access to required stakeholder and subject matter experts ("SMEs") critical to discussions who can support process questions and/or escalations.
- Agency will provide a project contact with decision-making authority to support the scope of services described in this SOW and ensure the proper personnel are scheduled to review each completed service or deliverable timely upon notification of completion by Accenture.
- Agency will provide the necessary hardware, software, tools, and permits required for the successful completion of the project prior to the SOW's effective date. Further, Agency is responsible for all licensing requirements to be compliant per their own agreements.

- Agency and its employees, contractors, and agents will: (a) provide input throughout the project and will review progress at review meetings requested; and (b) provide Accenture with access to all of Agency's information, documentation and technology, necessary to perform the services, including a list of all Agency and contacts necessary for Accenture to do so.
- If applicable, Accenture is hereby granted and shall have a nonexclusive, royalty-free license, during the term of this SOW, to access and use the Agency Technology solely for the purposes of delivering the Services to Agency. "Agency Technology" shall mean any intellectual property owned by Agency that will be used by Accenture in performing the Services under this SOW.
- Agency shall be responsible for obtaining, at no cost to Accenture, consents for Accenture's use of any third-party products, including, but not limited to software (including purchase of any licenses), necessary for Accenture to perform its obligations under this SOW. Software that must be used by Accenture to fulfill the obligations under this SOW that require purchase by the Agency are subject to advance notification and approval of the Agency. Upon completion of the work, any licenses purchased for Accenture shall be returned to the Agency and remain sole property of the Agency upon the completion of this SOW.
- Agency will be responsible for the contractual relationship with such third parties and for facilitating their cooperation with Accenture. Accenture will not have any responsibility for the performance of other contractors or vendors engaged by Agency (other than Accenture's subcontractors) or delays caused by them.
- Agency shall work with third parties to resolve any product or internal organizational issues that may impact Accenture's ability to deliver. Agency acknowledges that should resolution of product or organizational issues be delayed; it could impact the effort and timeliness of the contract and a change order may be required.

3.3 Exclusions

The following are considered out-of-scope and are not part of the Services:

- Implementation of resulting Middle School Experience concepts.

3.4 Deliverables

Without limiting any other provision of this SOW, the Contractor shall provide the services and deliverables set forth in Section 3.1 of this SOW and noted in the table below:

Deliverables	Description	Format	Date
Focus Group& Stakeholder Engagement Outputs	Feedback captured during stakeholder interviews and focus groups, organized by key themes	PDF	Week 4
Research Synthesis Results	Presentation of the meaningful insights that drive decision-making through the analysis and distillation of raw research data	PDF	Week 5
Middle School Models Synthesis	KCS Middle School models with pros, cons, investment levels	PDF	Week 8

***NOTE:** Dates are estimated

4.0 DELIVERABLE ACCEPTANCE

The inspection and acceptance process shall be in accordance with Special Terms and Conditions established in Section 24 of the Contract.

5.0 COST CRITERIA

5.1 Payment Methodology

KCS shall compensate the Contractor for actual work performed under the Fixed Fee Payment Methodology. The Contractor will invoice KCS, no more often than monthly increments, in arrears, in accordance with the Table listed below:

Table 1: Monthly Invoice Schedule

Description	Invoice Date	Amount
Services for April 2025	May 1, 2025	$190,000.00
Services for May 2025	June 1, 2025	$40,000.00
Total Fixed Fee		**$230,000.00**

5.2 Travel and Expenses

The Contractor shall not be compensated or reimbursed for travel time, travel expenses, meals, or lodging.

5.3 SOW Monetary Cap

This SOW is a fixed fee SOW. The total charges under this SOW are two hundred and thirty thousand dollars ($230,000.00) for the performance of the work as set forth in this SOW (the "SOW NTE Amount"). The Agency shall compensate the Contractor for actual work performed, in an amount not to exceed the SOW NTE Amount. The Agency shall not be obligated to pay for, and the Contractor shall not be obligated to perform, work under this SOW in excess of the SOW NTE Amount unless and until the parties execute a written revision to this SOW to increase such SOW NTE Amount. All fees will be paid in US Dollars via electronic ACH or Wire Transfer.

5.4 KCS Billing Contact

Anita Loy, Office Manager – Strategy Division
Phone: 865-594-1905
Email: anita.loy@knoxschools.org

6.0 ESTIMATED TIMELINE AND PERIOD OF PERFORMANCE

6.1 Project Term

The services described in this SOW will be provided as of the Effective Date, through May 31, 2025 (the "Term").

6.2 Termination

The Agency may terminate this SOW for any cause or without cause and for any reason. The Agency shall provide at least 30 days' written notice to Contractor before the termination date. Contractor shall be entitled to compensation for all conforming goods delivered and accepted by the Agency or for satisfactory, authorized services completed as of the termination date in accordance with the Standard Terms & Conditions Sections 4 and 5 of the Contract.

7.0 PROJECT MANAGEMENT

The Agency reserves the right to request personnel changes to the Contractor project team if it is determined that performance does not meet KCS's expectations. If personnel changes are necessary, the Contractor shall replace assigned personnel with equal or higher skills and meets the requirements defined in section 2.3 to the personnel who are replaced. The Contractor must submit resumes of replacement personnel within five (5) business days of KCS notification.

8.0 ADDITIONAL STATE POLICIES AND STANDARDS

Americans with Disabilities Act. The Contractor shall use commercially reasonable efforts to comply with the applicable requirements of the Americans with Disabilities Act (ADA) of 1990, as amended, including implementing regulations codified at 28 CFR Part 35 "Nondiscrimination on the Basis of Disability in State and Local Government Services" and at 28 CFR Part 36 "Nondiscrimination on the Basis of Disability in Public Accommodations and Commercial Facilities," to the extent such requirements are applicable to the services provided under this SOW. Any other laws or regulations governing the provision of services to persons with a disability shall apply only to the extent applicable to this SOW, and the Contractor shall not be responsible for compliance of third-party tools, software, or platforms not developed by the Contractor. For more information, please visit the ADA website: http://www.ada.gov.

9.0 KEY ASSUMPTIONS

Assumptions for the delivery of services associated with this SOW are:

a. The Agency will provide timely access to all reasonably required project personnel, leadership, information, data, documentation, and other items needed to complete the strategy project.

b. The Agency will be responsible for acting upon any recommendation made by Accenture in the deliverables produced during the project.

c. There are no third-party beneficiaries to this SOW.

d. Accenture, while an independent contractor, will provide the services under the direction,

supervision and oversight of the Agency. The Agency will actively direct and maintain ultimate decision-making authority for all matters related to the services.

e. As an independent contractor, Accenture may switch out resources who are part of its core team for other resources and make other staffing decisions; provided, however, that nothing in this section shall be construed as an abridgement of the Agency's rights under Standard Terms and Conditions Section 6 of the Contract.

f. Accenture is not licensed to provide and will not provide any legal advice of any kind, whether governed by law or custom, in connection with or as part of this project.

g. Accenture shall perform all services required under this SOW during normal Agency business hours, viz., an 8-hour day, Monday through Friday.

10.0 SOW Revision Procedure

This SOW is the complete and final understanding between the parties with regard to the services described herein. This SOW may be modified only by a written amendment signed by the Contractor and the Agency and approved by all applicable Agency officials.

The Agency may request necessary changes to the deliverables and requirements due to policy or operational changes during the SOW Term in accordance with Special Terms and Conditions established in Section 31.b. of the Contract.

This SOW will not be effective, and Contractor shall not commence services hereunder, until it is approved and signed by Contractor and the Participating Entity.

In witness whereof, the parties have executed this SOW as of the last date of execution of the signatories below.

Knox County Schools	**Accenture LLP**
Signature:	Signature:
Name:	Name: Beth N. Wright
Title:	Title: Managing Director
Date:	Date:

KNOX COUNTY BOARD OF EDUCATION

This Document is approved by the Knox County Board of Education on the 6th day of March, 2025 as reflected in its minutes, and certified by its Chairperson.

_____

Betsy Henderson, Chair

Date: _____

KNOX COUNTY GOVERNMENT

_____

Glenn Jacobs, Mayor

Date: _____

KNOX COUNTY LAW DEPARTMENT

CONTRACT #: 25-095

APPROVED AS TO LEGAL FORM

_____

Gary Dupler, Deputy Law Director

Date: 2/24/2025

NASPO ValuePoint

PARTICIPATING ADDENDUM

CLOUD SOLUTIONS 2016-2026

Led by the State of Utah

Master Agreement #: AR3086

Contractor: **ACCENTURE LLP**

Participating Entity: **STATE OF TENNESSEE**

The following products or services are included in this contract portfolio:

All Accenture LLP offerings listed under the Master Agreement, excluding any Software as a Service offerings as defined and referenced in the Master Agreement, or any offerings that require the licensing of specific software programs pursuant to individual end user license agreements, which offerings are not in scope under this Contract except as contemplated under Special Terms and Conditions Section 14 (Extraneous Terms and Conditions).

Master Agreement Terms and Conditions:

1. Scope: This addendum covers ***Cloud Solutions*** led by the State of *Utah* for use by state agencies and other entities located in Tennessee authorized by that State's statutes to utilize State contracts with the prior approval of the State's Chief Procurement Official.

2. Participation: This Participating Addendum may be used by all State agencies, institutions of higher education, political subdivisions and other entities authorized to use statewide contracts in the State of Tennessee. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Officer.

3. Access to Cloud Solutions Services Requires State CIO Approval: Unless otherwise stipulated in this Participating Addendum, specific services accessed through the NASPO ValuePoint cooperative Master Agreements for Cloud Solutions by state executive branch agencies are subject to the authority and prior approval of the State Chief Information Officer's Office. The State Chief Information Officer means the individual designated by the state Governor within the Executive Branch with enterprise-wide responsibilities for leadership and management of information technology resources of a state.

4. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Name:	Chad Smith
Address:	818 Stewart St #400, Seattle WA 98101
Telephone:	512-732-5296
Fax:	
Email:	j.c.smith@accenture.com

Participating Entity

Name:	Michael Gross, Category Specialist
Address:	312 Rosa L. Parks Avenue, Nashville, TN 37243
Telephone:	615-507-6227
Fax:	615-741-0684
Email:	michael.d.gross@tn.gov

5. Participating Entity Modifications Or Additions To The Master Agreement

These modifications or additions apply only to actions and relationships within the Participating Entity.
Participating Entity must check one of the boxes below.

[___] No changes to the terms and conditions of the Master Agreement are required.

[X] The following changes are modifying or supplementing the Master Agreement terms and conditions.

This Participating Addendum includes the supplemental Tennessee State specific terms and conditions attached as Attachment A and Participating Addendum, Attachment A, “Standard Terms and Conditions”, Section 30, shall control in the event of a conflict between any of the documents comprising this Participating Addendum.

If there is a conflict between the Participating Addendum and the Master Agreement, the Participating Addendum takes precedence.

6. Subcontractors: All contactors, dealers, and resellers authorized in the State of Tennessee, as shown on the dedicated Contractor (cooperative contract) website, are approved to provide sales and service support to participants in the NASPO ValuePoint Master Agreement. The contractor’s dealer participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.

7. Orders: Any order placed by a Participating Entity or Purchasing Entity for a product and/or service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the order agree in writing that another contract or agreement applies to such order.

NASPO ValuePoint

PARTICIPATING ADDENDUM

CLOUD SOLUTIONS 2016-2026

Led by the State of Utah

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating Entity: State of Tennessee	Contractor: Accenture LLP
Signature:	Signature: Beth N. Wright
Name: Michael F. Perry	Name: Beth N. Wright
Title: Chief Procurement Officer	Title: Managing Director
Date: 3/31/2023	Date: 3/28/2023

[Additional signatures may be added if required by the Participating Entity]

For questions on executing a participating addendum, please contact:

NASPO ValuePoint

Cooperative Development Coordinator:	Shannon Berry
Telephone:	775-720-3404
Email:	sberry@naspovaluepoint.org

Please email fully executed PDF copy of this document to PA@naspovaluepoint.org to support documentation of participation and posting in appropriate data bases.

Attachment A

State of Tennessee

("State," "Participating Entity," or "Purchasing Entity")

NASPO ValuePoint Cloud Solutions

All references to "Contract" hereinbelow shall collectively refer to the "Master Contract", "Participating Addendum", and "Supplemental Terms and Conditions"

Supplemental Terms and Conditions

Standard Terms and Conditions

1. Required Approvals. The State is not bound by this Contract until it is duly approved by the Parties and all appropriate State officials in accordance with applicable Tennessee laws and regulations. Depending upon the specifics of this Contract, this may include approvals by the Commissioner of Finance and Administration, the Commissioner of Human Resources, the Comptroller of the Treasury, and the Chief Procurement Officer. Approvals shall be evidenced by a signature or electronic approval.

2. Modification and Amendment. This Contract may be modified only by a written amendment signed by all Parties and approved by all applicable State officials.

3. Subject to Funds Availability. The 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 Contract upon written notice to the Contractor. The State's exercise of its right to terminate this Contract shall not constitute a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. If the State terminates this Contract due to lack of funds

availability, the Contractor shall be entitled to compensation for all conforming goods requested and accepted by the State and for all satisfactory and authorized services completed as of the termination date. Should the State exercise its right to terminate this Contract due to unavailability of funds, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages of any description or amount.

4. Termination for Convenience. The State may terminate this Contract for convenience without cause and for any reason. The State shall give the Contractor at least thirty (30) days written notice before the termination date. The Contractor shall be entitled to compensation for all conforming goods delivered and accepted by the State or for satisfactory, authorized services completed as of the termination date. In no event shall the State be liable to the Contractor for compensation for any goods neither requested nor accepted by the State or for any services neither requested by the State nor satisfactorily performed by the Contractor. In no event shall the State's exercise of its right to terminate this Contract for convenience relieve the Contractor of any liability to the State for any damages or claims arising under this Contract.

5. Termination for Cause. If a Party ("Breaching Party") fails to properly perform its obligations under this Contract, or if a Party materially violates any terms of this Contract ("Breach Condition"), the other Party ("Non-breaching Party") may provide written notice to the Breaching Party specifying the Breach Condition. If within thirty (30) days of notice, the Breaching Party has not cured the Breach Condition, the Non-breaching Party may terminate the Contract. In the event the Non-breaching Party is the State, the State may withhold payments in excess of compensation for completed services or provided goods. The Breaching Party shall not be relieved of liability to the Non-breaching Party for damages sustained by virtue of any breach of this Contract, and the Non-breaching Party may seek other remedies allowed at law or in equity for breach of this Contract.

6. Assignment and Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the goods or services provided under this Contract without the prior written approval of the State. Notwithstanding any use of the approved subcontractors, the Contractor shall be the prime contractor and responsible for compliance with all terms and conditions of this Contract. The State reserves the right to request additional information or impose additional terms and conditions before approving an assignment of this Contract in whole or in part or the use of subcontractors in fulfilling the Contractor's obligations under this Contract.

7. Conflicts of Interest. The Contractor warrants that no part of the Contractor's compensation 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 Contractor in connection with any work contemplated or performed under this Contract.

   The Contractor acknowledges, understands, and agrees that this Contract shall be null and void if the Contractor is, or within the past six (6) months has been, an employee of the State of Tennessee or if the Contractor is an entity in which a controlling interest is held by an individual who is, or within the past six (6) months has been, an employee of the State of Tennessee.

8. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of handicap or disability, age, race, creed, color, religion, sex, national origin, or any other classification protected by federal or state law. The Contractor shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

9. Prohibition of Illegal Immigrants. The requirements of Tenn. Code Ann. § 12-3-309 addressing the use of illegal immigrants in the performance of any contract to supply goods or services to the state of Tennessee, shall be a material provision of this Contract, a breach of which shall be grounds for monetary and other penalties, up to and including termination of this Contract.

    a. The Contractor agrees that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract. The Contractor shall reaffirm this attestation, in writing, by submitting to the State a completed and signed copy of the document at Attachment C,semi-annually during the Term. If the Contractor is a party to more than one contract with the State, the Contractor may submit one attestation that applies to all contracts with the State. All Contractor attestations shall be maintained by the Contractor and made available to State officials upon request.

    b. Prior to the use of any subcontractor in the performance of this Contract, and semi-annually thereafter, during the Term, the Contractor shall obtain and retain a current, written attestation that the subcontractor shall not knowingly utilize the services of an illegal immigrant to perform work under this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work under this Contract. Attestations obtained from subcontractors shall be maintained by the Contractor and made available to State officials upon request.

    c. The Contractor shall maintain records for all personnel used in the performance of this Contract. Contractor's records shall be subject to review and random inspection at any reasonable time upon reasonable notice by the State.

    d. The Contractor understands and agrees that failure to comply with this section will be subject to the sanctions of Tenn. Code Ann. § 12-3-309 for acts or omissions occurring after its effective date.

    e. For purposes of this Contract, "illegal immigrant" shall be defined as any person who is not: (i) a United States citizen; (ii) a Lawful Permanent Resident; (iii) a person whose physical presence in the United States is authorized; (iv) allowed by the federal Department of Homeland Security and who, under federal immigration laws or regulations, is authorized to be employed in the U.S.; or (v) is otherwise authorized to provide services under the Contract.

10. Records. The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, for work performed or money received under this Contract, shall be maintained for a period of five (5) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by

the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.

11. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.

12. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.

13. Strict Performance. Failure by any Party to this Contract to require, in any one or more cases, the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the Parties.

14. Independent Contractor. The Parties shall not act as employees, partners, joint venturers, or associates of one another. The Parties are independent contracting entities. Nothing in this Contract shall be construed to create an employer/employee relationship or to allow either Party 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 are not employees or agents of the other Party.

15. Patient Protection and Affordable Care Act. The Contractor agrees that it will be responsible for compliance with the Patient Protection and Affordable Care Act ("PPACA") with respect to itself and its employees, including any obligation to report health insurance coverage, provide health insurance coverage, or pay any financial assessment, tax, or penalty for not providing health insurance. The Contractor shall indemnify the State and hold it harmless from any costs to the State arising from Contractor's failure to fulfill its PPACA responsibilities for itself or its employees.

16. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Contract. In no event will the State be liable to the Contractor or any other party for any lost revenues, lost profits, loss of business, decrease in the value of any securities or cash position, time, 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 Contract or otherwise. Notwithstanding anything else herein, the State's total liability under this Contract (including without limitation any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Estimated Liability. This limitation of liability is cumulative and not per incident.

17. Limitation of Contractor's Liability. In accordance with Tenn. Code Ann. § 12-3-701, the Contractor's liability for all claims arising under or associated with this Contract, the

Services or any specific Order shall be limited to an amount equal to the greater of (a) two times the total fees to be paid by the State for the applicable Order, as detailed therein and as may be amended, or (b) $1,000,000. Except as set forth below, in no event will the Contractor be liable to the State or any other party for any lost revenues, lost profits, loss of business, decrease in the value of any securities or cash position, time, 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 Contract. PROVIDED THAT in no event shall this Section limit the liability of the Contractor for: (i) intellectual property or any Contractor indemnity obligations for infringement for third-party intellectual property rights; or (ii) any claims for intentional torts, criminal acts, fraudulent conduct, or acts or omissions that result in personal injuries or death. For clarity, except as otherwise expressly set forth in this Section, Contractor's indemnification obligations and other remedies available under this Contract are subject to the limitations on liability set forth in this Section.

18. Hold Harmless. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all third party claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity for death, injury, or property damage as a result of acts, omissions, or negligence on the part of the Contractor, its employees, or any person acting for or on its or their behalf relating to this Contract. The Contractor further agrees it shall be liable for the reasonable cost of attorneys' fees, court costs, expert witness fees, and other litigation expenses for the State to enforce the terms of this Contract.

    In the event of any suit or claim, the Parties shall give each other immediate notice and provide all necessary assistance to respond. The failure of the State to give notice shall only relieve the Contractor of its obligations under this Section to the extent that the Contractor can demonstrate actual prejudice arising from the failure to give notice. This Section shall not grant the Contractor, through its attorneys, the right to represent the State in any legal matter, as the right to represent the State is governed by Tenn. Code Ann. § 8-6-106.

19. HIPAA Compliance. The State and Contractor shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Health Information Technology for Economic and Clinical Health ("HITECH") Act and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Contract.

    a. Contractor warrants to the State that it is familiar with the requirements of the Privacy Rules, and will comply with all applicable requirements in the course of this Contract.

    b. Contractor warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of the Contract so that both parties will be in compliance with the Privacy Rules.

    c. The State and the Contractor will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and Contractor in compliance with the Privacy Rules. This provision shall not apply if information received or delivered by the parties under this

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

d. The Contractor will indemnify the State and hold it harmless for any violation by the Contractor or its subcontractors of the Privacy Rules. This includes the costs of responding to a breach of protected health information, the costs of responding to a government enforcement action related to the breach, and any fines, penalties, or damages paid by the State because of the violation.

20. Tennessee Consolidated Retirement System. Subject to statutory exceptions contained in Tenn. Code Ann. §§ 8-36-801, *et seq*., the law governing the Tennessee Consolidated Retirement System ("TCRS"), provides that if a retired member of TCRS, or of any superseded system administered by TCRS, or of any local retirement fund established under Tenn. Code Ann. §§ 8-35-101, *et seq.*, accepts State employment, the member's retirement allowance is suspended during the period of the employment. Accordingly and notwithstanding any provision of this Contract to the contrary, the Contractor agrees that if it is later determined that the true nature of the working relationship between the Contractor and the State under this Contract is that of "employee/employer" and not that of an independent contractor, the Contractor, if a retired member of TCRS, may be required to repay to TCRS the amount of retirement benefits the Contractor received from TCRS during the Term.

21. Tennessee Department of Revenue Registration. The Contractor 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 Contract.

22. Debarment and Suspension. The Contractor 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 Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

    c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and

    d. have not within a three (3) year period preceding this Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Contractor 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, disqualified, or presently fall under any of the prohibitions of sections a-d.

23. 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 Contract. Except as set forth in this Section, any failure or delay by a Party in the performance of its obligations under this Contract arising from a Force Majeure Event is not a default under this 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 Contractor's representatives, suppliers, subcontractors, customers or business apart from this Contract is not a Force Majeure Event under this Contract. Contractor 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 Contractor's performance longer than forty-eight (48) hours, the State may, upon notice to Contractor: (a) cease payment of the fees for the affected obligations until Contractor resumes performance of the affected obligations; or (b) immediately terminate this Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Contractor will not increase its charges under this Contract or charge the State any fees other than those provided for in this Contract as the result of a Force Majeure Event.

24. Statewide Contract Reports. All reports shall be submitted electronically in Microsoft Excel format. Reports shall include the ability to sort or summarize data in accordance with the Contract Administrator's specifications. All reports shall be provided at no additional cost to the State.
    a) Quarterly Reports: Contractor(s) will submit quarterly reports to the Contract Administrator no later than ten (10) days after the end of the State's quarter (e.g. a fiscal year quarter 2 report for October - December is due no later than January 10th). At the Contract Administrator's sole discretion, the State may extend the time allowed to complete quarterly reports. Quarterly reports shall provide statistical data on all purchases under this Contract by State Agencies, including State Agencies of the judicial or legislative branch, local governmental entities in the State of Tennessee, including but not limited to educational institutions, local governmental authorities, quasi-governmental bodies ("Other Governmental Bodies"), and certain not-for-profit entities under Tenn. Code Ann. § 33-2-1001. At minimum, the quarterly report's statistical data shall be detailed and broken down by line item to include:

1. Edison contract number
2. Contract line item number
3. Invoice date
4. Invoice number
5. Supplier part number
6. Item or bundle description
7. Quantity purchased
8. Unit of measure
9. Unit of measure description
10. Name of State Agency, Other Governmental Body or not-for-profit entity
11. Identity of purchaser: State entity or non-State entity
12. State Agency location
13. Unit/Contract price per line item
14. List price as listed in supplier's catalog if catalog item
15. Subtotals for each category above
16. Grand totals for each category above

b) Diversity Business and Subcontractor Usage Reports: The Contractor shall provide, as requested, a quarterly report of performance of this Contract by subcontractors, small business enterprises, and businesses owned by minorities, women, Tennessee service-disabled veterans. Such reports shall be submitted to the State of Tennessee Governor's Office of Diversity Business Enterprise in the TN Diversity Software available online at:

https://tn.diversitysoftware.com/FrontEnd/StartCertification.asp?TN=tn&XID=981

c) Custom Reports: As reasonably requested by the State, the Contractor shall submit custom reports to the Contract Administrator within thirty (30) days of the request.

25. State and Federal Compliance. The Contractor shall comply with all State and federal laws and regulations applicable to Contractor in the Contractor's performance of this Contract.

26. Governing Law. This 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 Tennessee Claims Commission or the state or federal courts in Tennessee shall be the venue for all claims, disputes, or disagreements arising under this Contract. The Contractor acknowledges and agrees that any rights, claims, or remedies against the State of Tennessee or its employees arising under this Contract shall be subject to and limited to those rights and remedies available under Tenn. Code Ann. §§ 9-8-101 - 408.

27. Entire Agreement. This Contract 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 Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the Parties, whether written or oral.

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

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

30. Incorporation of Additional Documents. Each of the following documents is included as a part of this Contract by reference. In the event of a discrepancy or ambiguity regarding the Contractor's duties, responsibilities, and performance under this Contract, these items shall govern in order of precedence below:

    a. any amendment to this Contract, with the latter in time controlling over any earlier amendments;
    b. this Contract with any attachments or exhibits (excluding the items listed at subsections c. through f., below), which includes Attachments A-F;
    c. any clarifications of or addenda to the Contractor's proposal seeking this Contract;
    d. the State solicitation, as may be amended, requesting responses in competition for this Contract;
    e. any technical specifications provided to proposers during the procurement process to award this Contract; and
    f. the Contractor's response seeking this Contract.

31. 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 Contract. The Contractor 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.

32. Insurance. Contractor shall maintain insurance coverage as specified in this Section. The State reserves the right to amend or require additional insurance coverage, coverage amounts, and endorsements required under this Contract. Contractor's failure to maintain or submit evidence of insurance coverage, as required, is a material breach of this Contract. If Contractor loses insurance coverage, fails to renew coverage, or for any reason becomes uninsured during the Term, Contractor shall immediately notify the State. All insurance companies providing coverage must be: (a) acceptable to the State; (b) authorized by the Tennessee Department of Commerce and Insurance ("TDCI"); and (c) rated A- / VII or better by A.M. Best. All coverage must be on a primary basis and noncontributory with any other insurance or self-insurance carried by the State with the exception of Technology Professional Liability and Crime Insurance. Contractor agrees to name the State as an additional insured on any insurance policy with the exception of workers' compensation (employer liability) and professional liability (errors and omissions) insurance. All policies must contain an endorsement for a waiver of subrogation in favor of the State with the exception of Technology Professional Liability and Crime Insurance. The deductible or SIR and any premiums are the Contractor's sole

responsibility. The Contractor agrees that the insurance requirements specified in this Section do not reduce any liability the Contractor has assumed under this Contract including any indemnification or hold harmless requirements.

To achieve the required coverage amounts, a combination of an otherwise deficient specific policy and an umbrella policy with an aggregate meeting or exceeding the required coverage amounts is acceptable. For example: If the required policy limit under this Contract is for two million dollars ($2,000,000) in coverage, acceptable coverage would include a specific policy covering one million dollars ($1,000,000) combined with an umbrella policy for an additional one million dollars ($1,000,000). If the deficient underlying policy is for a coverage area without aggregate limits (generally Automobile Liability and Employers' Liability Accident), Contractor shall provide a copy of the umbrella insurance policy documents to ensure that no aggregate limit applies to the umbrella policy for that coverage area. In the event that an umbrella policy is being provided to achieve any required coverage amounts, the umbrella policy shall be accompanied by an endorsement at least as broad as the Insurance Services Office, Inc. (also known as "ISO") "Noncontributory—Other Insurance Condition" endorsement or shall be written on a policy form that addresses both the primary and noncontributory basis of the umbrella policy if the State is otherwise named as an additional insured.

Contractor shall provide the State a certificate of insurance ("COI") evidencing the coverages and amounts specified in this Section. The COI must be on a form approved by the TDCI (standard ACORD form preferred). The COI must list each insurer's National Association of Insurance Commissioners (NAIC) number and be signed by an authorized representative of the insurer. The COI must list the State of Tennessee – CPO Risk Manager, 312 Rosa L. Parks Ave., 3rd floor Central Procurement Office, Nashville, TN 37243 as the certificate holder. Contractor shall provide the COI ten (10) business days prior to the Effective Date and again thirty (30) calendar days before renewal or replacement of coverage. Contractor shall provide the State evidence that all subcontractors maintain insurance coverage appropriate to such subcontractor's profession. At any time, the State may require Contractor to provide a valid COI. The Parties agree that failure to provide evidence of insurance coverage as required is a material breach of this Contract. If Contractor self-insures, then a COI will not be required to prove coverage. Instead Contractor shall provide a certificate of self-insurance or a letter, on Contractor's letterhead, detailing its coverage, policy amounts, and proof of funds to reasonably cover such expenses.

The State agrees that it shall give written notice to the Contractor as soon as practicable after the State becomes aware of any claim asserted or made against the State, but in no event later than thirty (30) calendar days after the State becomes aware of such claim. The failure of the State to give notice shall only relieve the Contractor of its obligations under this Section to the extent that the Contractor can demonstrate actual prejudice arising from the failure to give notice. This Section shall not grant the Contractor or its insurer, through its attorneys, the right to represent the State in any legal matter, as the right to represent the State is governed by Tenn. Code Ann. § 8-6-106.

The insurance obligations under this Contract shall be: (1)—all the insurance coverage and policy limits carried by the Contractor; or (2)—the minimum insurance coverage requirements and policy limits shown in this Contract; whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and minimum required policy limits, which are applicable to a given loss, shall be available to the State when the State is included as an additional insured. No representation is made that the minimum insurance requirements of the Contract are sufficient to cover

the obligations of the Contractor arising under this Contract. The Contractor shall obtain and maintain, at a minimum, the following insurance coverages and policy limits.

a. Commercial General Liability ("CGL") Insurance

1) The Contractor shall maintain CGL, which shall be written on an ISO Form CG 00 01 occurrence form (or a substitute form providing equivalent coverage) and shall cover liability arising from property damage, premises and operations products and completed operations, bodily injury, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

The Contractor shall maintain single limits not less than one million dollars ($1,000,000) per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this policy or location of occurrence or the general aggregate limit shall be twice the required occurrence limit.

b. Workers' Compensation and Employer Liability Insurance

1) For Contractors statutorily required to carry workers' compensation and employer liability insurance, the Contractor shall maintain:

i. Workers' compensation in an amount not less than one million dollars ($1,000,000) including employer liability of one million dollars ($1,000,000) per accident for bodily injury by accident, one million dollars ($1,000,000) policy limit by disease, and one million dollars ($1,000,000) per employee for bodily injury by disease.

2) If the Contractor certifies that it is exempt from the requirements of Tenn. Code Ann. §§ 50-6-101 – 103, then the Contractor shall furnish written proof of such exemption for one or more of the following reasons:

i. The Contractor employs fewer than five (5) employees;
ii. The Contractor is a sole proprietor;
iii. The Contractor is in the construction business or trades with no employees;
iv. The Contractor is in the coal mining industry with no employees;
v. The Contractor is a state or local government; or
vi. The Contractor self-insures its workers' compensation and is in compliance with the TDCI rules and Tenn. Code Ann. § 50-6-405.

c. Automobile Liability Insurance

1) The Contractor shall maintain automobile liability insurance which shall cover liability arising out of any automobile (including owned, leased, hired, and non-owned automobiles).

2) The Contractor shall maintain bodily injury/property damage with a limit not less than one million dollars ($1,000,000) per occurrence or combined single limit.

d. Technology Professional Liability (Errors & Omissions)/Cyber Liability Insurance

The Contractor shall maintain technology professional liability (errors & omissions)/cyber liability insurance appropriate to the Contractor's profession in an amount not less than ten million dollars ($10,000,000) per occurrence or claim and twenty million dollars ($20,000,000) annual aggregate, covering all acts, claims, errors, omissions, negligence, infringement of copyright and network security and privacy risks, including but not limited to (a) unauthorized access or use of a computer system or network; (b) denial of service attacks; (c) receipt or transmission of malicious code; (d) failure to protect confidential, personal or corporate information; (e) wrongful collection of confidential, personal or corporate information; and, (f) violation of privacy laws, statutes or regulations in connection with an event described in (d) or (e).

e. Crime Insurance

1) The Contractor shall maintain crime insurance, which shall be written on a "loss sustained form" or "loss discovered form" providing coverage for third party fidelity, including cyber theft and extortion. The policy must allow for reporting of circumstances or incidents that may give rise to future claims, include an extended reporting period of no less than one (1) year with respect to events which occurred but were not reported during the term of the policy, and not contain a condition requiring an arrest or conviction.

2) Any crime insurance policy shall have a limit not less than one million dollars ($1,000,000) per claim and one million dollars ($1,000,000) in the aggregate. Any crime insurance policy shall contain a Social Engineering Fraud Endorsement with a limit of not less than two hundred and fifty thousand dollars ($250,000). This insurance may be written on a claims-made basis, but in the event that coverage is cancelled or non-renewed, the Contractor shall purchase an extended reporting or "tail coverage" of at least two (2) years after the Term.

33. Major Procurement Contract Sales and Use Tax. Pursuant to Tenn. Code Ann. § 4-39-102 and to the extent applicable, the Contractor and the Contractor's subcontractors shall remit sales and use taxes on the sales of goods or services that are made by the Contractor or the Contractor's subcontractors and that are subject to tax.

34. 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 Contractor by the State or acquired by the Contractor 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 Contractor to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Contractor 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. Contractor shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

35. Boycott of Israel. The Contractor certifies that it is not currently engaged in, and covenants that it will not, for the duration of the Contract, engage in a Boycott of Israel, as that term is defined in Public Chapter No. 775.

Special Terms and Conditions

1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, the special terms and conditions shall be subordinate to the Contract's other terms and conditions.

2. Estimated Liability. The total purchases of any goods or services under the Contract are not known. The State estimates the purchases during the Term shall be $49,600,000.00 ("Estimated Liability"). This Contract does not grant the Contractor any exclusive rights. The State does not guarantee that it will buy any minimum quantity of goods or services under this Contract. Subject to the terms and conditions of this Contract, the Contractor will only be paid for goods or services provided under this Contract after a purchase order is issued to Contractor by the State or as otherwise specified by this Contract.

3. Payment Methodology. The Contractor shall be compensated based on the payment methodology for goods or services authorized by the State in a total amount as set forth in Special Terms and Conditions #2 above and which is based on the NASPO Valuepoint Contractor catalog found at:

   https://www.naspovaluepoint.org/portfolio/cloud-solutions-2016-2026/accenture-llp/

4. Travel Compensation. The Contractor shall not be compensated or reimbursed for travel, meals, or lodging.

5. Statement of Work. Cloud Solutions Professional Services shall be secured through a Statement of Work (SOW) executed between the Contractor and the State Agency or Purchasing Entity. This SOW constitutes an Order under this Participating Addendum *[NASPO Cloud Managed Services SWC 3020]*, (the "Contract") and incorporates by reference the terms and conditions, specifications, and other incorporated contract documents of the Contract. In case of any conflict between the SOW and the Contract, the Contract shall prevail.

6. Invoice Requirements. The Contractor shall invoice the State only for goods delivered and accepted by the State or services satisfactorily provided at the amounts stipulated in Section 3., above. Contractor shall submit invoices and necessary supporting documentation, no more frequently than once a month, and no later than forty five (45) days after goods or services have been provided to the following address:

   State Agency Billing Address

   a. Each invoice, on Contractor's letterhead, shall clearly and accurately detail all of the following information (calculations must be extended and totaled correctly):

(1) Invoice number (assigned by the Contractor);
(2) Invoice date;
(3) Contract number (assigned by the State);
(4) Customer account name: State Agency & Division Name;
(5) Customer account number (assigned by the Contractor to the above-referenced Customer);
(6) Contractor name;
(7) Contractor Tennessee Edison registration ID number;
(8) Contractor contact for invoice questions (name, phone, or email);
(9) Contractor remittance address;
(10) Description of delivered goods or services provided and invoiced, including identifying information as applicable;
(11) Number of delivered or completed units, increments, hours, or days as applicable, of each good or service invoiced;
(12) Applicable payment methodology (as stipulated in Section 3.) of each good or service invoiced;
(13) Amount due for each compensable unit of good or service; and
(14) Total amount due for the invoice period.

b. Contractor's invoices shall:

(1) Only include charges for goods delivered or services provided as described in Master Agreement Terms and Conditions1.Scope and in accordance with payment terms and conditions set forth in Section 3;
(2) Only be submitted for goods delivered or services completed and shall not include any charge for future goods to be delivered or services to be performed;
(3) Not include Contractor's taxes, which includes without limitation Contractor's sales and use tax, excise taxes, franchise taxes, real or personal property taxes, or income taxes; and
(4) Include shipping or delivery charges only as authorized in this Contract.

c. The timeframe for payment (or any discounts) begins only when the State is in receipt of an invoice that meets the minimum requirements of this Section C.5.

7. Deductions. The State reserves the right to deduct from amounts, which are or shall become due and payable to the Contractor under this or any contract between the Contractor and the State of Tennessee, any amounts that are or shall become due and payable to the State of Tennessee by the Contractor.

8. Prerequisite Documentation. The Contractor shall not invoice the State under this Contract until the State has received the following, properly completed documentation.

a. The Contractor shall complete, sign, and present to the State the "Authorization Agreement for Automatic Deposit Form" provided by the State. By doing so, the Contractor acknowledges and agrees that, once this form is received by the State, payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee, may be made by ACH; and

b. The Contractor 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 Contractor's Federal Employer Identification Number or Social Security Number referenced in the Contractor's Edison registration information.

9. Ownership of Rights. The State shall have ownership, right, title, and interest in all goods provided by Contractor under this Contract including full rights to use the goods and transfer title in the goods to any third parties. Each Party (or its licensors as applicable) shall retain ownership of its intellectual property rights, including patents, copyright, trade secrets and other proprietary rights which were existing prior to each SOW, as well as its know-how and any Intellectual Property developed, licensed or acquired by or on behalf of a Party or its licensors independently from the services or deliverables, in each case including any modifications or derivatives (collectively, "Pre-Existing Intellectual Property"). Except for Pre-Existing Intellectual Property and third-party materials embedded in deliverables, all Intellectual Property in deliverables is assigned to the State. The State grants Contractor a non-exclusive, fully paid, sublicensable, worldwide license to use the deliverables (excluding Confidential State Data (as defined in Special Terms and Conditions, Section 15) or confidential records or information (as described in Standard Terms and Conditions, Section 34) embedded in deliverables).

10. Intellectual Property Indemnity. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims or suits which may be brought against the State concerning or arising out of any claim of an alleged patent, copyright, trade secret or other intellectual property infringement. In any such claim or action brought against the State, the Contractor shall satisfy and indemnify the State for the amount of any settlement or final judgment, and the Contractor shall be responsible for all legal or other fees or expenses incurred by the State arising from any such claim. The State shall give the Contractor notice of any such claim or suit, however, the failure of the State to give such notice shall only relieve Contractor of its obligations under this Section to the extent Contractor can demonstrate actual prejudice arising from the State's failure to give notice. This Section shall not grant the Contractor, through its attorneys, the right to represent the State of Tennessee in any legal matter, as provided in Tenn. Code Ann. § 8-6-106.

11. Additional lines, items, or options. At its sole discretion, the State may make written requests to the Contractor to add lines, items, or options that are needed and within the Scope but were not included in the original Contract. Such lines, items, or options will be added to the Contract through a Memorandum of Understanding ("MOU"), not an amendment.

    a. After the Contractor receives a written request to add lines, items, or options, the Contractor shall have ten (10) business days to respond with a written proposal. The Contractor's written proposal shall include:

        (1) The effect, if any, of adding the lines, items, or options on the other goods or services required under the Contract;

        (2) Any pricing related to the new lines, items, or options;

        (3) The expected effective date for the availability of the new lines, items, or options; and

        (4) Any additional information requested by the State.

b. The State may negotiate the terms of the Contractor's proposal by requesting revisions to the proposal.

c. To indicate acceptance of a proposal, the State will sign it. The signed proposal shall constitute a MOU between the Parties, and the lines, items, or options shall be incorporated into the Contract as if set forth verbatim.

d. Only after a MOU has been executed shall the Contractor perform or deliver the new lines, items, or options.

12. Software License Warranty. Solely to the extent such license grant is provided in the applicable SOW or Order, Contractor grants a license to the State to use all software provided under this Contract in the course of the State's business and purposes.

13. Software Support and Maintenance Warranty. Solely to the extent such support is provided in the applicable SOW or Order, Contractor shall provide to the State all software upgrades, modifications, bug fixes, or other improvements in its software that it makes generally available to its customers.

14. Extraneous Terms and Conditions. Contractor shall fill all orders submitted by the State under this Contract. No purchase order, invoice, or other documents associated with any sales, orders, or supply of any good or service under this Contract shall contain any terms or conditions other than as set forth in the Contract. Any such extraneous terms and conditions shall be void, invalid and unenforceable against the State. Any refusal by Contractor to supply any goods or services under this Contract conditioned upon the State submitting to any extraneous terms and conditions shall be a material breach of the Contract and constitute an act of bad faith by Contractor.

15. Contractor Hosted Services Confidential Data, Audit, and Other Requirements. The following provisions shall only apply if (i) Contractor or its subcontractors will be hosting State Confidential Data, and (ii) an order expressly says that they apply to such order.

a. "Confidential State Data" is defined as data deemed confidential by State or Federal statute or regulation. The Contractor shall protect Confidential State Data as follows:

(1) The Contractor shall ensure that all Confidential State Data is housed in the continental United States, inclusive of backup data.

(2) The Contractor shall encrypt Confidential State Data in transit using the current version of Federal Information Processing Standard ("FIPS") 140-2 validated encryption technologies.

(3) The Contractor and the Contractor's processing environment containing Confidential State Data shall either (1) be in accordance with at least one of the following security standards: (i) International Standards Organization ("ISO") 27001; (ii) Federal Risk and Authorization Management Program ("FedRAMP"); or (2) be subject to an annual engagement by a CPA firm in accordance with the standards of the American Institute of Certified Public Accountants ("AICPA") for a System and Organization Controls for service

organizations ("SOC") Type II audit. The State shall approve the SOC audit control objectives. The Contractor shall provide proof of current ISO certification or FedRAMP authorization for the Contractor and Subcontractor(s), or provide the State with the Contractor's and Subcontractor's annual SOC Type II audit report within 30 days from when the CPA firm provides the audit report to the Contractor or Subcontractor. The Contractor shall submit corrective action plans to the State for any issues included in the audit report within 30 days after the CPA firm provides the audit report to the Contractor or Subcontractor.

If the scope of the most recent SOC audit report does not include all of the current State fiscal year, upon request from the State, the Contractor must provide to the State a letter from the Contractor or Subcontractor stating whether the Contractor or Subcontractor made any material changes to their control environment since the prior audit and, if so, whether the changes, in the opinion of the Contractor or Subcontractor, would negatively affect the auditor's opinion in the most recent audit report.

No additional funding shall be allocated for these certifications, authorizations, or audits as these are included in the Maximum Liability of this Contract.

If specified in the applicable Order or SOW, Contractor shall meet all applicable requirements of the most current version of Internal Revenue Service Publication 1075.

If specified in the applicable Order or SOW, Contractor shall meet requirements of current version of Minimum Acceptable Risk Standards for Exchanges ("MARS-E") controls.

(a) If the order will involve CJIS data or FTI data, then the following shall apply in lieu of section 15.a.(3):

The Contractor shall maintain a Security Management Certification from the Federal Risk and Authorization Management Program ("FedRAMP"). A "Security Management Certification" shall mean written confirmation from FedRAMP that FedRAMP has assessed the Contractor's information technology Infrastructure, using a standardized approach to security assessment, authorization, and continuous monitoring for cloud products and services, and has certified that the Contractor meets FedRAMP standards. Information technology "Infrastructure" shall mean the Contractor's entire collection of hardware, software, networks, data centers, facilities and related equipment used to develop, test, operate, monitor, manage and/or support information technology services. The Contractor shall provide proof of current certification annually and upon State request. No additional funding shall be allocated for these certifications, authorizations, or audits as these are included in the Estimated Liability of this Contract.

(b) If the order will contain FTI data, the following sentence also applies to section 15.a.(3)(a) (FedRAMP) language above:

Contractor shall meet all applicable requirements of the most current version of Internal Revenue Service Publication 1075.

(c) If the order will involve CMS data, the following sentence also applies to section 15.a.(3)(a) language above:
Contractor shall meet requirements of current version of Minimum Acceptable Risk Standards for Exchanges ("MARS-E") controls.

(4) The Contractor must annually perform Penetration Tests and Vulnerability Assessments against its Processing Environment. "Processing Environment" shall mean the combination of software and hardware on which the Application runs. "Application" shall mean the computer code that supports and accomplishes the State's requirements as set forth in this Contract. "Penetration Tests" shall be in the form of attacks on the Contractor's computer system, with the purpose of discovering security weaknesses which have the potential to gain access to the Processing Environment's features and data. The "Vulnerability Assessment" shall be designed and executed to define, identify, and classify the security holes (vulnerabilities) in the Processing Environment.

(5) Upon State request, the Contractor shall provide a copy of all Confidential State Data it holds. The Contractor shall provide such data on media and in a format determined by the State

(6) Upon termination of this Contract and in consultation with the State, the Contractor shall destroy all Confidential State Data it holds (including any copies such as backups) in accordance with the current version of National Institute of Standards and Technology ("NIST") Special Publication 800-88. The Contractor shall provide a written confirmation of destruction to the State within ten (10) business days after destruction.

(7) If the order will involve PCI data, the following shall apply:
Contractor shall be certified to host Payment Card Industry ("PCI") data in accordance with the current version of PCI DSS ("Data Security Standard"), maintained by the PCI Security Standards Council.

(8) If the order will involve storing or processing of State financial or other data that is used for reporting through the State's Annual Comprehensive Financial Report (ACFR) or for demonstrating compliance with Uniform Guidance, then the following shall apply:

The Contractor and any Subcontractor used by the Contractor to host State data, including data center vendors, shall be subject to an annual engagement by a CPA firm in accordance with the standards of the American Institute of Certified Public Accountants ("AICPA") for a System and Organization Controls for service organizations ("SOC") Type II audit. The State shall approve the SOC audit control objectives. The Contractor shall provide the State with the Contractor's and Subcontractor's annual audit report within 30 days from when the CPA firm provides the audit report to the Contractor or Subcontractor. The Contractor shall submit corrective action plans to the State for any issues included in the audit report within 30 days

after the CPA firm provides the audit report to the Contractor and Subcontractor.

If the scope of the most recent SOC audit report does not include all of the current State fiscal year, upon request from the State, the Contractor must provide to the State a letter from the Contractor or Subcontractor stating whether the Contractor or Subcontractor made any material changes to their control environment since the prior audit and, if so, whether the changes, in the opinion of the Contractor or Subcontractor, would negatively affect the auditor's opinion in the most recent audit report.

No additional funding shall be allocated for these audits as they are included in the Maximum Liability of this Contract.

b. Minimum Requirements

(1) The Contractor and all data centers used by the Contractor to host State data, including those of all Subcontractors, must comply with the State's Enterprise Information Security Policies as amended periodically. The State's Enterprise Information Security Policies document is found at the following URL: https://www.tn.gov/finance/strategic-technology-solutions/strategic-technology-solutions/sts-security-policies.html.

(2) The Contractor agrees to maintain the Application so that it will run on a current, manufacturer-supported Operating System. "Operating System" shall mean the software that supports a computer's basic functions, such as scheduling tasks, executing applications, and controlling peripherals.

(3) If the Application requires middleware or database software, Contractor shall maintain middleware and database software versions that are at all times fully compatible with current versions of the Operating System and Application to ensure that security vulnerabilities are not introduced.

c. Business Continuity Requirements.

The Contractor shall maintain set(s) of documents, instructions, and procedures which enable the Contractor to respond to accidents, disasters, emergencies, or threats without any stoppage or hindrance in its key operations ("Business Continuity Requirements"). Business Continuity Requirements shall include:

(1) "Disaster Recovery Capabilities" refer to the actions the Contractor takes to meet the Recovery Point and Recovery Time Objectives defined below. Disaster Recovery Capabilities shall meet the following objectives:

i. Recovery Point Objective ("RPO"). The RPO is defined as the maximum targeted period in which data might be lost from an IT service due to a major incident and will be identified in the applicable Order or SOW

ii. Recovery Time Objective ("RTO"). The RTO is defined as the targeted duration of time and a service level within which a business process must be restored after a disaster (or disruption) in order to avoid unacceptable

consequences associated with a break in business continuity and will be identified in the applicable Order or SOW

(2) If agreed by the parties in the applicable Order or SOW, the Contractor and the Subcontractor(s) shall perform at least one Disaster Recovery Test every three hundred sixty-five (365) days. A "Disaster Recovery Test" shall mean the process of verifying the success of the restoration procedures that are executed after a critical IT failure or disruption occurs. The Disaster Recovery Test shall use actual State Data Sets that mirror production data, and success shall be defined as the Contractor verifying that the Contractor can meet the State's RPO and RTO requirements. A "Data Set" is defined as a collection of related sets of information that is composed of separate elements but can be manipulated as a unit by a computer. The Contractor shall provide written confirmation to the State after each Disaster Recovery Test that its Disaster Recovery Capabilities meet the RPO and RTO requirements.

(3) The Contractor shall have the ability to provide base level protection against Layer 3 and Layer 4 Distributed Denial of Service volume based and protocol attacks such as SYN, UDP, and ICMP floods, DNS amplification and reflection attacks.

(4) The contractor shall have the ability to provide addition mitigation against Layer 7 Distributed Denial of Service attacks such as HTTP floods, WordPress XML-RPV Floods and Slowloris attacks.

d. In the event of a cyber breach, the Contractor will allow the State to communicate directly with the Contractor's technical staff and any forensics experts who are assisting the Contractor with the breach analysis.

16. Comptroller Audit Requirements Upon reasonable notice and at any reasonable time, the Contractor and Subcontractor(s) agree to allow the State, the Comptroller of the Treasury, or their duly appointed representatives to perform information technology control audits of the Contractor and all Subcontractors used by the Contractor. Contractor will maintain and cause its Subcontractors to maintain a complete audit trail of all transactions and activities in connection with this Contract. Contractor will provide to the State, the Comptroller of the Treasury, or their duly appointed representatives access to Contractor and Subcontractor(s) personnel for the purpose of performing the information technology control audit.

    The information technology control audit may include a review of general controls and application controls. General controls are the policies and procedures that apply to all or a large segment of the Contractor's or Subcontractor's information systems and applications and include controls over security management, access controls, configuration management, segregation of duties, and contingency planning. Application controls are directly related to the application and help ensure that transactions are complete, accurate, valid, confidential, and available. The audit shall include the Contractor's and Subcontractor's compliance with the State's Enterprise Information Security Policies and all applicable requirements, laws, regulations or policies.

    The audit may include interviews with technical and management personnel, physical inspection of controls, and review of paper or electronic documentation.

For any audit issues identified, the Contractor and Subcontractor(s) shall provide a corrective action plan to the State within 30 days from the Contractor or Subcontractor receiving the audit report.

Each party shall bear its own expenses incurred while conducting the information technology controls audit. Any access to Contractor's premises, personnel, data, records, controls, processes, and procedures relating to the Services will be subject to Contractor's reasonable access and security requirements that are mutually acceptable to the Parties.

17. Prohibited Advertising or Marketing. The Contractor shall not suggest or imply in advertising or marketing materials that Contractor's goods or services are endorsed by the State. The restrictions on Contractor advertising or marketing materials under this Section shall survive the termination of this Contract.

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

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

    The sign shall be of the form prescribed by the Comptroller of the Treasury. The contracting state agency shall request copies of the sign from the Comptroller of the Treasury and provide signs to contractors.

19. Contractor Commitment to Diversity. The Contractor shall comply with and make reasonable business efforts to exceed the commitment to diversity represented by the Contractor's Response to NASPO Cloud Solutions (Attachment B) and resulting in this Contract.

    The Contractor shall assist the State in monitoring the Contractor's performance of this commitment by providing, as requested, a monthly report of participation in the performance of this Contract by small business enterprises and businesses owned by minorities, women, service-disabled veterans, and persons with disabilities. Such reports shall be provided to the State of Tennessee Governor's Office of Diversity Business Enterprise in the TN Diversity Software available online at:

    https://tn.diversitysoftware.com/FrontEnd/StartCertification.asp?TN=tn&XID=9810

20. Unencumbered Personnel. The Contractor shall not restrict its employees, agents, subcontractors or principals who perform services for the State under this Contract from

performing the same or similar services for the State after the termination of this Contract, either as a State employee, an independent contractor, or an employee, agent, subcontractor or principal of another contractor with the State.

21. Personally Identifiable Information. While performing its obligations under this Contract, Contractor may have access to Personally Identifiable Information held by the State ("PII"). For the purposes of this Contract, "PII" includes "Nonpublic Personal Information" as that term is defined in Title V of the Gramm-Leach-Bliley Act of 1999 or any successor federal statute, and the rules and regulations thereunder, all as may be amended or supplemented from time to time ("GLBA") and personally identifiable information and other data protected under any other applicable laws, rule or regulation of any jurisdiction relating to disclosure or use of personal information ("Privacy Laws"). Contractor agrees it shall not do or omit to do anything which would cause the State to be in breach of any Privacy Laws. Contractor shall, and shall cause its employees, agents and representatives to: (i) keep PII confidential and may use and disclose PII only as necessary to carry out those specific aspects of the purpose for which the PII was disclosed to Contractor and in accordance with this Contract, GLBA and Privacy Laws; and (ii) implement and maintain appropriate technical and organizational measures regarding information security to: (A) ensure the security and confidentiality of PII; (B) protect against any threats or hazards to the security or integrity of PII; and (C) prevent unauthorized access to or use of PII. Contractor shall immediately notify State: (1) of any disclosure or use of any PII by Contractor or any of its employees, agents and representatives in breach of this Contract; and (2) of any disclosure of any PII to Contractor or its employees, agents and representatives where the purpose of such disclosure is not known to Contractor or its employees, agents and representatives. The State reserves the right to review Contractor's policies and procedures used to maintain the security and confidentiality of PII and Contractor shall, and cause its employees, agents and representatives to, comply with all reasonable requests or directions from the State to enable the State to verify or ensure that Contractor is in full compliance with its obligations under this Contract in relation to PII. Upon termination or expiration of the Contract or at the State's direction at any time in its sole discretion, whichever is earlier, Contractor shall immediately return to the State any and all PII which it has received under this Contract and shall destroy all records of such PII.

    The Contractor shall report to the State any instances of unauthorized access to or potential disclosure of PII in the custody or control of Contractor ("Unauthorized Disclosure") that come to the Contractor's attention. Any such report shall be made by the Contractor within twenty-four (24) hours after the Unauthorized Disclosure has come to the attention of the Contractor. Contractor shall take all necessary measures to halt any further Unauthorized Disclosures. The Contractor, at the sole discretion of the State, shall provide no cost credit monitoring services for one (1) year for individuals whose PII was affected by the Unauthorized Disclosure. The Contractor shall bear the cost of notification to all individuals affected by the Unauthorized Disclosure, including individual letters and public notice. The remedies set forth in this Section are not exclusive and are in addition to any claims or remedies available to this State under this Contract or otherwise available at law. The obligations set forth in this Section shall survive the termination of this Contract. The costs borne by Contractor pursuant to this paragraph shall be subject to and count towards the limitation of liability set forth in Section 17 – Limitation of Contractor's Liability.

22. Statewide Contract. This Contract establishes a source or sources of supply for all Tennessee State Agencies. "Tennessee State Agency" refers to the various departments, institutions, boards, commissions, and agencies of the executive branch of government of the State of Tennessee with exceptions as addressed in Tenn. Comp. R. & Regs. 0690-03-01-.01. The

Contractor shall provide all goods or services and deliverables as required by this Contract to all Tennessee State Agencies. The Contractor shall make this Contract available to the following entities, who are authorized to and who may purchase off of this Statewide Contract ("Authorized Users"):

a. all Tennessee State governmental entities (this includes the legislative branch; judicial branch; and, commissions and boards of the State outside of the executive branch of government);
b. Tennessee local governmental agencies;
c. members of the University of Tennessee or Tennessee Board of Regents systems;
d. any private nonprofit institution of higher education chartered in Tennessee; and,
e. any corporation which is exempted from taxation under 26 U.S.C. Section 501(c) (3), as amended, and which contracts with the Department of Mental Health and Substance Abuse to provide services to the public (Tenn. Code Ann. § 33-2-1001).

These Authorized Users may utilize this Contract by purchasing directly from the Contractor according to their own procurement policies and procedures. The State is not responsible or liable for the transactions between the Contractor and Authorized Users.

23. Survival. The terms, provisions, representations, and warranties contained in this Contract which by their sense and context are intended to survive the performance and termination of this Contract, shall so survive the completion of performance and termination of this Contract.

24. Inspection and Acceptance. The State shall have the right to inspect all goods or services provided by Contractor under this Contract. If, upon inspection, the State determines that the goods or services are Defective, as defined in Section 28 below, the State shall notify Contractor Such notification shall reasonably describe the Defect including identification of the specifications set forth in the SOW or Order that are not satisfied. If the State's notice is not sufficiently detailed to allow Accenture to determine why the deliverable or service is rejected, Accenture may request in writing that the State provide sufficient additional information. In the event the State rejects services or deliverables pursuant to this section, the Parties will meet and confer to discuss redelivery and any potential impacts to schedule or fees in accordance with the governance provisions set forth in the SOW or Order, or in the absence of such governance provisions, the Parties' respective project managers shall meet and confer for the same purpose. Unless the Parties agree otherwise, Contractor shall redeliver Defective services or deliverables at no cost to the State. If after a period of ten (10) days following delivery of goods or performance of services the State does not provide a notice of any Defects, the goods or services shall be deemed to have been accepted by the State.

25. Term of Contract. This Contract shall be effective for the period beginning on 4/10//2023 ("Effective Date") and ending on 9/15/2026, ("Term"). The State shall have no obligation for goods delivered or services provided by the Contractor prior to the Effective Date.

26. Renewal Options. This Contract may be renewed upon satisfactory completion of the Term. The State reserves the right to execute up to two (2) renewal options under the same terms and conditions for a period not to exceed twelve (12) months each by the State, at the State's

sole option. In no event, however, shall the maximum Term, including all renewals or extensions, exceed a total of sixty (60) months or extend beyond the term of the Master Agreement.

27. Participating Addendum Term Extension. The State may extend the Term an additional period of time, not to exceed one hundred-eighty (180) days beyond the expiration date of this Contract, under the same terms and conditions, at the State's sole option. In no event, however, shall the maximum Term, including all renewals or extensions, exceed a total of sixty (60) months or extend beyond the term of the Master Agreement.

28. Warranty. Contractor represents and warrants that the term of the warranties set forth below ("Warranty Period") shall be the greater of ninety (90) days or such other warranty term as agreed to the Parties in the SOW. The goods or services provided under this Contract shall conform to the terms and conditions of this Contract and the specifications in the applicable Order or SOW throughout the Warranty Period. Any material nonconformance of the goods or services to the terms and conditions of this Contract or the specifications set forth in the applicable Order or SOW shall constitute a "Defect" and shall be considered "Defective." If Contractor receives notice of a Defect during the Warranty Period, then Contractor shall correct the Defect, at no additional charge.

    Contractor represents and warrants that the State is authorized to possess and use all equipment, materials, software, and deliverables provided under this Contract.

    Contractor represents and warrants that all goods or services provided under this Contract shall be provided in a timely and professional manner, by qualified and skilled individuals, and in conformity with standards generally accepted in Contractor's industry.

    If Contractor fails to provide the goods or services as warranted, then Contractor will re-provide the goods or services at no additional charge. If Contractor is unable or unwilling to re-provide the goods or services as warranted, then the State shall be entitled to recover the fees paid to Contractor for the Defective goods or services. Any exercise of the State's rights under this Section shall not prejudice the State's rights to seek any other remedies available under this Contract or applicable law.

29. State and Federal Compliance. The Contractor shall comply with all State and federal laws and regulations applicable to Contractor in the Contractor's performance of this Contract.

30. Administrative Fees. Intentionally Omitted.

31. SOW Execution and Termination.

    a. SOW Execution. Orders placed under this Contract will be documented in separate Statements of Work, the form of which shall be substantially as set forth in Attachment F hereto, which shall describe the services and deliverables, timeline, charges and pricing methodology, and any assumptions associated with the work. Once executed

by Contractor and the Purchasing Entity, such Statement of Work (the "SOW") shall be binding upon the parties thereto. Each SOW shall specifically reference this Contract. A SOW cannot conflict with or seek to delete the terms and conditions of the Contract. In the event of a conflict, the Contract shall prevail. SOWs shall not contain any other legal terms and conditions. Prior to execution of a SOW, each party shall notify the other if it believes that any provision in the SOW conflicts with the parameters set forth in this Section 31(a).

b. SOW Change Orders. Either party may request changes to the Services, Deliverables, and/or any other aspect of a SOW through a written change request ("Change Request") that are necessary, within the scope of this Contract, but were not specified in the SOW. Promptly thereafter the parties shall discuss what impact the Change Request will have on the Services and Deliverables and on pricing, timing, and other terms of the applicable SOW. Any changes to a SOW agreed upon by the parties as a result of the foregoing process shall be set forth in a change order signed by the parties ("Change Order"). Once a Change Order is signed it shall amend, and become part of, the applicable SOW. Neither party is obligated to change the Services, Deliverables, or any other aspect of a SOW unless a Change Order for such change has been signed by the parties. Subsequent to the execution of a Change Order, the Contractor shall complete the required services. Unless otherwise provided in the Change Order, Work performed under a Change Order shall be subject to acceptance in accordance with Special Terms and Conditions, #5 above. The State will remunerate the Contractor only for acceptable work (i.e., work performed in accordance with the requirements of the applicable Change Order). All acceptable work performed pursuant to an approved Change Order, without a formal amendment of this Contract, shall be remunerated in accordance with and further limited by this Contract, PROVIDED THAT, the State shall be liable to the Contractor only for the cost of the actual goods or services provided to complete the necessary work, not to exceed the maximum cost for the change detailed in the Change Order. In no instance shall the State be liable to the Contractor for any amount exceeding the maximum cost specified by the Change Order authorizing the goods or services. Upon State approval of the work, the Contractor shall invoice the State in accordance with the relevant provisions of this Contract. Contractor shall be entitled to a Change Order to address any resulting adverse impacts to schedule, price or other aspects of the applicable SOW if delays are encountered that are beyond the reasonable control of Contractor, including delays caused by other service providers or third party software and hardware vendors or their related products and/or services.

c. SOW Termination.
   i. The applicable Purchasing Entity may terminate a SOW for convenience without cause and for any reason. The Purchasing Entity shall give the Contractor at least thirty (30) days written notice before the termination date. The Contractor shall be entitled to compensation for all conforming goods delivered and accepted by the Purchasing Entity and for services completed in accordance with the terms of the SOW as of the termination date. In no event shall the Purchasing Entity be liable to the Contractor for compensation for any goods neither requested nor accepted by the Purchasing Entity or for any services neither requested by the State nor performed by the Contractor in accordance with the terms of the applicable Order. In no event shall the Purchasing Entity's exercise of its right to terminate the applicable SOW for convenience relieve the Contractor of any liability to the Purchasing Entity for any damages or claims arising under the SOW.

ii. If a party to a SOW ("SOW Breaching Party") fails to properly perform its obligations under the SOW, or if a party to a SOW materially violates any terms of the applicable SOW ("SOW Breach Condition"), the other party to the SOW ("SOW Non-breaching Party") may provide written notice to the SOW Breaching Party specifying the SOW Breach Condition. If within thirty (30) days of notice, the SOW Breaching Party has not cured the SOW Breach Condition, the SOW Non-breaching Party may terminate the applicable SOW. In the event the SOW Non-breaching Party is the Purchasing Entity, the Purchasing Entity may withhold payments under the applicable SOW in excess of compensation for completed services or provided goods. The SOW Breaching Party shall not be relieved of liability to the SOW Non-breaching Party for damages sustained by virtue of any breach of the applicable SOW, and the SOW Non-breaching Party may seek other remedies allowed at law or in equity for breach of the applicable SOW.

iii. If any SOW is terminated pursuant to this Section, this Contract shall continue to apply to all SOWs that have not been terminated.

iv. This section shall not limit the State's right to terminate the Contract for convenience or cause in accordance with Sections 4 and 5 of the Standard Terms and Conditions, above.

Attachments

B. Sample Letter of Diversity Commitment
C. Attestation Re Personnel Used in Contract Performance
D. Federally Mandated Requirements for Technology Services Contracts With Access To Federal Tax Return Information
E: HIPAA Business Associate Agreement Compliance with Privacy and Security Rules
F: Statement of Work Template

Attachment B

SAMPLE LETTER OF DIVERSITY COMMITMENT

Accenture

4101 Charlotte Avenue

Nashville, TN 37209

March 22, 2023

To Whom it May Concern,

Accenture is committed to achieving or surpassing a goal of (numeral) percent spend with certified diversity business enterprise firms on State of Tennessee contract # (Edison document #). Diversity businesses are defined as those that are owned by minority, women, service-disabled veterans, businesses owned by persons with disabilities, and small businesses which are certified by the Governor's Office of Diversity Business Enterprise (Go-DBE).

We confirm our commitment of (percentage) participation on the (Contract) by using the following Diversity businesses:

(i) Name and ownership characteristics (i.e., ethnicity, gender, service-disabled veteran, or disability) of anticipated diversity subcontractors and suppliers:

___TBD_____

(ii) Participation estimates (expressed as a percent of the total contract value to be dedicated to diversity subcontractors and suppliers):

__TBD_____%.

(iii) Description of anticipated services to be performed by diversity subcontractors and suppliers:

___TBD_____

_____

We accept that our commitment to diversity advances the State's efforts to expand opportunity of diversity businesses to do business with the State as contractors and sub-contractors.

Further, we commit to:

1. Using applicable reporting tools that allow the State to track and report purchases from businesses owned by minority, women, service-disabled veterans, businesses owned by persons with disabilities, and small businesses.

2. Reporting monthly to the Go-DBE office the dollars spent with certified diversity businesses owned by minority, women, service-disabled veterans, businesses owned by persons with disabilities, and small business accomplished under contract # (Edison number).

Accenture is committed to working with the Go-DBE office to accomplish this goal.

Regards,

Beth N. Wright

Accenture Managing Director

Attachment C

ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

SUBJECT CONTRACT NUMBER:	
CONTRACTOR LEGAL ENTITY NAME:	Accenture LLP
EDISON VENDOR IDENTIFICATION NUMBER:	00000076438

The Contractor, identified above, does hereby attest, certify, warrant, and assure that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract.

Beth N. Wright

CONTRACTOR SIGNATURE

NOTICE: This attestation MUST be signed by an individual empowered to contractually bind the Contractor. Attach evidence documenting the individual's authority to contractually bind the Contractor, unless the signatory is the Contractor's chief executive or president.

Beth N. Wright, Managing Director

PRINTED NAME AND TITLE OF SIGNATORY

3/23/2023

DATE OF ATTESTATION

Attachment D

FEDERALLY MANDATED REQUIREMENTS FOR TECHNOLOGYSERVICES CONTRACTS WITH ACCESS TO FEDERAL TAX RETURN INFORMATION

Federal Tax Information ("FTI") includes return or return information received directly from the IRS or obtained through an authorized secondary source, such as Social Security Administration (SSA), Federal Office of Child Support Enforcement (OCSE), Bureau of the Fiscal Service (BFS), or Centers for Medicare and Medicaid Services (CMS), or another entity acting on behalf of the IRS pursuant to an IRC 6103(p)(2)(B) Agreement. FTI includes any information created by the recipient that is derived from federal return or return information received from the IRS or obtained through a secondary source.

CONTRACT LANGUAGE FOR TECHNOLOGY SERVICES

I. PERFORMANCE

In performance of this Contract, the Contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

(1) All work will be done under the supervision of the Contractor or the Contractor's employees.

(2) The Contractor and the Contractor's employees with access to or who use FTI must meet the background check requirements defined in IRS Publication 1075.

(3) Any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this Contract. Information contained in such material will be treated as confidential and will not be divulged or made known in any manner to any person except as may be necessary in the performance of this Contract. Disclosure to anyone other than an officer or employee of the Contractor will be prohibited.

(4) All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output will be given the same level of protection as required for the source material.

(5) The contractor certifies that the data processed during the performance of this contract will be completely purged from all data storage components of his or her computer facility, and no output will be retained by the contractor at the time the work is completed. If immediate purging of all data storage components is not possible, the contractor certifies that any IRS data remaining in any storage component will be safeguarded to prevent unauthorized disclosures.

(6) Any spoilage or any intermediate hard copy printout that may result during the processing of IRS data will be given to the agency or his or her designee. When this is

not possible, the contractor will be responsible for the destruction of the spoilage or any intermediate hard copy printouts and will provide the agency or his or her designee with a statement containing the date of destruction, description of material destroyed, and the method used.

(7) All computer systems receiving, processing, storing or transmitting FTI must meet the requirements defined in IRS Publication 1075. To meet functional and assurance requirements, the security features of the environment must provide for the managerial, operational, and technical controls. All security features must be available and activated to protect against unauthorized use of and access to Federal Tax Information.

(8) No work involving Federal Tax Information furnished under this Contract will be subcontracted without prior written approval of the IRS.

(9) The Contractor will maintain a list of employees authorized access. Such list will be provided to the State and, upon request, to the IRS reviewing office.

(10) The State will have the right to void the Contract if the Contractor fails to provide the safeguards described above.

II. CRIMINAL/CIVIL SANCTIONS

(1) Each officer or employee of any person to whom returns or return information is or may be disclosed will be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as $5,000 or imprisonment for as long as 5 years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized further disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than $1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRCs 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.

(2) Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this Contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the Contract. Inspection by or disclosure to anyone without an official need-to-know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as $1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount equal to the

sum of the greater of $1,000 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. These penalties are prescribed by IRC 7213A and 7431 and set forth at 26 CFR 301.6103(n)-1.

(3) Additionally, it is incumbent upon the Contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to Contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a Contractor, who by virtue of his/her employment or official position, has possession of or access to State records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than $5,000.

(4) Granting a Contractor access to FTI must be preceded by certifying that each individual understands the State's security policy and procedures for safeguarding IRS information. Contractors must maintain their authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in the State's files for review. As part of the certification and at least annually afterwards, Contractors must be advised of the provisions of IRCs 7431, 7213, and 7213A (see Exhibit 4, Sanctions for Unauthorized Disclosure, and Exhibit 5, Civil Damages for Unauthorized Disclosure). The training provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. (See Section 10) For both the initial certification and the annual certification, the Contractor must sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

III. INSPECTION

The IRS and the State, with 24-hour notice, shall have the right to send its inspectors into the offices and plants of the Contractor to inspect facilities and operations performing any work with FTI under this Contract for compliance with requirements defined in IRS Publication 1075. The IRS' right of inspection shall include the use of manual and/or automated scanning tools to perform compliance and vulnerability assessments of information technology (IT) assets that access, store, process or transmit FTI. On the basis of such inspection, corrective actions may be required in cases where the Contractor is found to be noncompliant with Contract safeguards.

Attachment E

HIPAA BUSINESS ASSOCIATE AGREEMENT
COMPLIANCE WITH PRIVACY AND SECURITY RULES

THIS BUSINESS ASSOCIATE AGREEMENT (hereinafter "Agreement") is between **The State of Tennessee, Department of General Services Central Procurement Office** (hereinafter "Covered Entity") and **Accenture LLP** (hereinafter "Business Associate"). Covered Entity and Business Associate may be referred to herein individually as "Party" or collectively as "Parties."

BACKGROUND

Parties acknowledges that they are subject to the Privacy and Security Rules (45 CFR Parts 160 and 164) promulgated by the United States Department of Health and Human Services pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191 as amended by Public Law 111-5, Division A, Title XIII (the HITECH Act), in certain aspects of its operations.

Business Associate provides services to Covered Entity pursuant to one or more contractual relationships detailed below and hereinafter referred to as "Service Contracts."

LIST OF AGREEMENTS AFFECTED BY THIS BUSINESS ASSOCIATE AGREEMENT:

LIST OF CONTRACTS AFFECTED BY HIPAA REQUIREMENTS OR NOT APPLICABLE

Contract Name: SWC3020 Cloud Managed Services **Execution Date: April 10, 2023**

In the course of executing Service Contracts, Business Associate may come into contact with, use, or disclose Protected Health Information ("PHI"). Said Service Contract(s) are hereby incorporated by reference and shall be taken and considered as a part of this document the same as if fully set out herein.

In accordance with the federal privacy and security regulations set forth at 45 C.F.R. Part 160 and Part 164, Subparts A, C, D and E, which require Covered Entity to have a written memorandum with each of its Business Associates, the Parties wish to establish satisfactory assurances that Business Associate will appropriately safeguard PHI and, therefore, make this Agreement.

DEFINITIONS

Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in 45 CFR §§ 160.103, 164.103, 164.304, 164.501 and 164.504.

1.1 "Breach of the Security of the [Business Associate's Information] System" shall have the meaning set out in its definition at T.C.A. § 47-18-2107

1.2 "Business Associate" shall have the meaning set out in its definition at 45 C.F.R. § 160.103.

1.3 "Covered Entity" shall have the meaning set out in its definition at 45 C.F.R. § 160.103.

1.4 "Designated Record Set" shall have the meaning set out in its definition at 45 C.F.R. § 164.501.

1.5 "Electronic Protected Health Care Information" shall have the meaning set out in its definition at 45 C.F.R. § 160.103.

1.6 "Genetic Information" shall have the meaning set out in its definition at 45 C.F.R. § 160.103.

1.7 "Health Care Operations" shall have the meaning set out in its definition at 45 C.F.R. § 164.501.

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

1.9 "Information Holder" shall have the meaning set out in its definition at T.C.A. § 47-18-2107

1.10 "Marketing" shall have the meaning set out in its definition at 45 C.F.R. § 164.501.

1.11 "Personal information" shall have the meaning set out in its definition at T.C.A. § 47-18-2107

1.12 "Privacy Official" shall have the meaning as set out in its definition at 45 C.F.R. § 164.530(a)(1).

1.13 "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, subparts A, and E.

1.14 "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

1.15 "Required by Law" shall have the meaning set forth in 45 CFR § 164.512.

1.16 "Security Incident" shall have the meaning set out in its definition at 45 C.F.R. § 160.304.

1.17 "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Parts 160 and 164, Subparts A and C.

2. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE (Privacy Rule)

2.1 Business Associate is authorized to use PHI for the purposes of carrying out its duties under the Services Contract. In the course of carrying out these duties, including but not limited to carrying out the Covered Entity's duties under HIPAA, Business Associate shall fully comply with the requirements under the Privacy Rule applicable to "business associates," as that term is defined in the Privacy Rule and not use or further disclose PHI other than as permitted or required by this Agreement, the Service Contracts, or as Required By Law. Business Associate is subject to requirements of the Privacy Rule as required by Public Law 111-5, Section 13404 [designated as 42 U.S.C. 17934] In case of any conflict between this Agreement and the Service Contracts, this Agreement shall govern.

2.2 The Health Information Technology for Economic and Clinical Health Act (HITECH) was adopted as part of the American Recovery and Reinvestment Act of 2009. HITECH and its implementing regulations impose new requirements on Business Associates with respect to privacy, security, and breach notification. Business Associate hereby acknowledges and agrees that to the extent it is functioning as a Business Associate of Covered Entity, Business Associate shall comply with HITECH. Business Associate and the Covered Entity further agree that the provisions of HIPAA

and HITECH that apply to business associates and that are required to be incorporated by reference in a business associate agreement have been incorporated into this Agreement between Business Associate and Covered Entity. Should any provision not be set forth specifically, it is as if set forth in this Agreement in its entirety and is effective as of the Applicable Effective Date, and as amended.

2.3 Business Associate shall use appropriate administrative, physical, and technical safeguards to prevent use or disclosure of PHI other than as provided for by this Agreement, Services Contract(s), or as Required By Law. This includes the implementation of Administrative, Physical, and Technical Safeguards to reasonably and appropriately protect the Covered Entity's PHI against any reasonably anticipated threats or hazards, utilizing the technology commercially available to the Business Associate. The Business Associate shall maintain appropriate documentation of its compliance with the Privacy Rule, including, but not limited to, its policies, procedures, records of training and sanctions of members of its Workforce.

2.4 Business Associate shall require any agent, including a subcontractor, to whom it provides PHI received from, maintained, created or received by Business Associate on behalf of Covered Entity or that carries out any duties for the Business Associate involving the use, custody, disclosure, creation of, or access to PHI or other confidential information, to agree, by written contract with Business Associate, to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.

2.5 Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement.

2.6 Business Associate shall require its employees, agents, and subcontractors to promptly report, to Business Associate, immediately upon becoming aware of any use or disclosure of PHI in violation of this Agreement. Business Associate shall report to Covered Entity any use or disclosure of the PHI not provided for by this Agreement. Business Associate will also provide additional information reasonably requested by the Covered Entity related to the breach.

2.7 As required by the Breach Notification Rule, Business Associate shall, and shall require its subcontractor(s) to, maintain systems to monitor and detect a Breach of Unsecured PHI, whether in paper or electronic form.

2.7.1 Business Associate shall provide to Covered Entity notice of a Provisional or Actual Breach of Unsecured PHI immediately upon becoming aware of the Breach.

2.7.2 Business Associate shall cooperate with Covered Entity in timely providing the appropriate and necessary information to Covered Entity.

2.7.3 Covered Entity shall make the final determination whether the Breach requires notification and whether the notification shall be made by Covered Entity or Business Associate.

2.8 If Business Associate receives PHI from Covered Entity in a Designated Record Set, Business Associate shall provide access, at the request of Covered Entity, to PHI in a Designated Record Set to Covered Entity, in order to meet the requirements under 45 CFR § 164.524, provided that Business Associate shall have at least 30 business days from Covered Entity notice to provide access to, or deliver such information.

2.9 If Business Associate receives PHI from Covered Entity in a Designated Record Set, then Business Associate shall make any amendments to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to the 45 CFR § 164.526 at the request of Covered Entity or an Individual, and in the time and manner designated by Covered Entity, provided that Business Associate shall have at least 30 business days from Covered Entity notice to make an amendment.

2.10 Business Associate shall make its internal practices, books, and records including policies and procedures and PHI, relating to the use and disclosure of PHI received from, created by or received by Business Associate on behalf of, Covered Entity available to the Secretary of the United States Department of Health in Human Services or the Secretary's designee, in a time and manner designated by the Secretary, for purposes of determining Covered Entity's or Business Associate's compliance with the Privacy Rule.

2.11 Business Associate shall document disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosure of PHI in accordance with 45 CFR § 164.528.

2.12 Business Associate shall provide Covered Entity or an Individual, in time and manner designated by Covered Entity, information collected in accordance with this Agreement, to permit Covered Entity to respond to a request by an Individual for and accounting of disclosures of PHI in accordance with 45 CFR § 164.528, provided that Business Associate shall have at least 30 business days from Covered Entity notice to provide access to, or deliver such information which shall include, at minimum, (a) date of the disclosure; (b) name of the third party to whom the PHI was disclosed and, if known, the address of the third party; (c) brief description of the disclosed information; and (d) brief explanation of the purpose and basis for such disclosure. Business Associate shall provide an accounting of disclosures directly to an individual when required by section 13405(c) of Public Law 111-5 [designated as 42 U.S.C. 17935(c)].

2.13 Business Associate agrees it must limit any use, disclosure, or request for use or disclosure of PHI to the minimum amount necessary to accomplish the intended purpose of the use, disclosure, or request in accordance with the requirements of the Privacy Rule.

2.13.1 Business Associate represents to Covered Entity that all its uses and disclosures of, or requests for, PHI shall be the minimum necessary in accordance with the Privacy Rule requirements.

2.13.2 Covered Entity may, pursuant to the Privacy Rule, reasonably rely on any requested disclosure as the minimum necessary for the stated purpose when the information is requested by Business Associate.

2.13.3 Business Associate acknowledges that if Business Associate is also a covered entity, as defined by the Privacy Rule, Business Associate is required, independent of Business Associate's obligations under this Memorandum, to comply with the Privacy Rule's minimum necessary requirements when making any request for PHI from Covered Entity.

2.14 Business Associate shall adequately and properly maintain all PHI received from, or created or received on behalf of, Covered Entity

2.15 If Business Associate receives a request from an Individual for a copy of the individual's PHI, and the PHI is in the sole possession of the Business Associate, Business Associate will provide the requested copies to the individual and notify the Covered Entity of such action. If Business Associate receives a request for PHI in the possession of the Covered Entity, or receives a request to exercise other individual rights as set forth in the Privacy Rule, Business Associate shall notify Covered Entity of such request and forward the request to Covered Entity. Business Associate shall then assist Covered Entity in responding to the request.

2.16 Business Associate shall fully cooperate in good faith with and to assist Covered Entity in complying with the requirements of the Privacy Rule.

3 OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE (Security Rule)

3.1 Business Associate shall fully comply with the requirements under the Security Rule applicable to "business associates," as that term is defined in the Security Rule. In case of any conflict between this Agreement and Service Agreements, this Agreement shall govern.

3.2 Business Associate shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic PHI that it creates, receives, maintains, or transmits on behalf of the covered entity as required by the Security Rule and Public Law 111-5. This includes specifically, but is not limited to, the utilization of technology commercially available at the time to the Business Associate to protect the Covered Entity's PHI against any reasonably anticipated threats or hazards. The Business Associate understands that it has an affirmative duty to perform a regular review or assessment of security risks, conduct active risk management and supply best efforts to assure that only authorized persons and devices access its computing systems and information storage, and that only authorized transactions are allowed. The Business Associate will maintain appropriate documentation to certify its compliance with the Security Rule.

3.3 Business Associate shall ensure that any agent, including a subcontractor, to whom it provides electronic PHI received from or created for Covered Entity or that carries out any duties for the Business Associate involving the use, custody, disclosure, creation of, or access to PHI supplied by Covered Entity, to agree, by written contract (or the appropriate equivalent if the agent is a government entity) with Business Associate, to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.

3.4 Business Associate shall require its employees, agents, and subcontractors to report to Business Associate within five (5) business days, any Security Incident (as that term is defined in 45 CFR § 164.304) of which it becomes aware. Business Associate shall promptly report any Security Incident of which it becomes aware to Covered Entity.

3.5 Business Associate shall make its internal practices, books, and records including policies and procedures relating to the security of electronic PHI received from, created by or received by Business Associate on behalf of, Covered Entity available to the Secretary of the United States Department of Health in Human Services or the Secretary's designee, in a time and manner designated by the Secretary, for purposes of determining Covered Entity's or Business Associate's compliance with the Security Rule.

3.6 Business Associate shall fully cooperate in good faith with and to assist Covered Entity in complying with the requirements of the Security Rule.

3.7 Notification for the purposes of Sections 2.8 and 3.4 shall be in writing made by email/fax, certified mail or overnight parcel immediately upon becoming aware of the event, with supplemental notification by facsimile and/or telephone as soon as practicable, to:

Accenture LLP
818 Stewart St #400
Seattle WA 98101

3.8 Business Associate identifies the following key contact persons for all matters relating to this Agreement:

Chad Smith
j.c.smith@accenture.com
512-732-5296

Business Associate shall notify Covered Entity of any change in the key contact during the term of this Agreement in writing within ten (10) business days.

4. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE

4.1 Except as otherwise limited in this Agreement, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in Service Contract(s), provided that such use or disclosure would not violate the Privacy and Security Rule, if done by Covered Entity. Business Associate's disclosure of PHI shall be subject to the limited data set and minimum necessary requirements of Section 13405(b) of Public Law 111-5, [designated as 42 U.S.C. 13735(b)]

4.2 Except as otherwise limited in this Agreement, Business Associate may use PHI as required for Business Associate's proper management and administration or to carry out the legal responsibilities of the Business Associate.

4.3 Except as otherwise limited in this Agreement, Business Associate may disclose PHI for the proper management and administration of the Business Associate, provided that disclosures are Required By Law, or provided that, if Business Associate discloses any PHI to a third party for such a purpose, Business Associate shall enter into a written agreement with such third party requiring the third party to: (a) maintain the confidentiality, integrity, and availability of PHI and not to use or further disclose such information except as Required By Law or for the purpose for which it was disclosed, and (b) notify Business Associate of any instances in which it becomes aware in which the confidentiality, integrity, and/or availability of the PHI is breached immediately upon becoming aware.

4.4 Except as otherwise limited in this Agreement, Business Associate may use PHI to provide data aggregation services to Covered Entity as permitted by 42 CFR § 164.504(e)(2)(i)(B).

4.5 Business Associate may use PHI to report violations of law to appropriate Federal and State Authorities consistent with 45 CFR 164.502(j)(1).

4.6 Business Associate shall not use or disclose PHI that is Genetic Information for underwriting purposes. Moreover, the sale, marketing or the sharing for commercial use or any purpose

construed by Covered Entity as the sale, marketing or commercial use of member's personal or financial information with affiliates, even if such sharing would be permitted by federal or state laws, is prohibited.

4.7 Business Associate shall enter into written agreements that are substantially similar to this Business Associate Agreements with any Subcontractor or agent which Business Associate provides access to Protected Health Information.

4.8 Business Associates shall implement and maintain information security policies that comply with the HIPAA Security Rule.

5. OBLIGATIONS OF COVERED ENTITY

5.1 Covered Entity shall provide Business Associate with the Notice of Privacy Practices that Covered Entity produces in accordance with 45 CFR § 164.520, as well as any changes to such notice. Covered Entity shall notify Business Associate of any limitations in its notice that affect Business Associate's use or disclosure of PHI.

5.2 Covered Entity shall provide Business Associate with any changes in, or revocation of, permission by an Individual to use or disclose PHI, if such changes affect Business Associate's permitted or required uses.

5.3 Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR § 164.522, to the extent that such restriction may affect Business Associate's use of PHI.

6. PERMISSIBLE REQUESTS BY COVERED ENTITY

Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy or Security Rule, if done by Covered Entity.

7. TERM AND TERMINATION

7.1 Term. This Agreement shall be effective as of the date on which it is signed by both parties and shall terminate when all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, Section 7.3. below shall apply.

7.2 Termination for Cause.

7.2.1 This Agreement authorizes and Business Associate acknowledges and agrees Covered Entity shall have the right to immediately terminate this Agreement and Service Contracts in the event Business Associate fails to comply with, or violates a material provision of, requirements of the Privacy and/or Security Rule or this Memorandum.

7.2.2 Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:

7.2.2.1 Provide a reasonable opportunity for Business Associate to cure the breach or end the violation, or

7.2.2.2 If Business Associate has breached a material term of this Agreement and cure is not possible or if Business Associate does not cure a curable breach or end the violation within a reasonable time as specified by, and at the sole discretion of, Covered Entity, Covered Entity may immediately terminate this Agreement and the Service Agreement.

7.2.2.3 If neither cure nor termination is feasible, Covered Entity shall report the violation to the Secretary of the United States Department of Health in Human Services or the Secretary's designee.

7.3 Effect of Termination.

7.3.1 Except as provided in Section 7.3.2. below, upon termination of this Agreement, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of, Covered Entity. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.

7.3.2 In the event that Business Associate determines that returning or destroying the PHI is not feasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction unfeasible. Upon mutual agreement of the Parties that return or destruction of PHI is unfeasible; Business Associate shall extend the protections of this Memorandum to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction unfeasible, for so long as Business Associate maintains such PHI.

8. MISCELLANEOUS

8.1 Regulatory Reference. A reference in this Agreement to a section in the Privacy and or Security Rule means the section as in effect or as amended.

8.2 Indemnity. The Business Associate shall indemnify the Covered Entity and hold it harmless for any claims, losses or other damages arising from or associated with any act or omission of Business Associate under this Agreement. This includes the costs of responding to a breach of the Agreement or the release of PHI contrary to the terms and conditions of this Agreement, the costs of responding to a government enforcement action related to the breach, and any resultant fines, penalties, or damages paid by the Covered Entity.

8.3 Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy and Security Rules and the Health Insurance Portability and Accountability Act, Public Law 104-191, including any amendments required by the United States Department of Health and Human Services to implement the Health Information Technology for Economic and Clinical Health and related regulations upon the effective date of such amendment, regardless of whether this Agreement has been formally amended, including, but not limited to changes required by the American Recovery and Reinvestment Act of 2009, Public Law 111-5.

8.4 Survival. The respective rights and obligations of Business Associate under Section 7.3. of this Memorandum shall survive the termination of this Agreement.

8.5 Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity and the Business Associate to comply with the Privacy and Security Rules.

8.6 Notices and Communications. All instructions, notices, consents, demands, or other communications required or contemplated by this Agreement shall be in writing and shall be delivered by hand, by facsimile transmission, by overnight courier service, or by first class mail, postage prepaid, addressed to the respective party at the appropriate facsimile number or address as set forth below, or to such other party, facsimile number, or address as may be hereafter specified by written notice.

COVERED ENTITY:	BUSINESS ASSOCIATE:
Central Procurement Office **Tennessee Tower, 3rd Floor** **312 Rosa L. Parks Ave.** **Nashville, TN 37243**	**Accenture LLP** **818 Stewart St #400** **Seattle WA 98101**

All instructions, notices, consents, demands, or other communications shall be considered effectively given as of the date of hand delivery; as of the date specified for overnight courier service delivery; as of three (3) business days after the date of mailing; or on the day the facsimile transmission is received mechanically by the facsimile machine at the receiving location and receipt is verbally confirmed by the sender.

8.7 Strict Compliance. No failure by any Party to insist upon strict compliance with any term or provision of this Agreement, to exercise any option, to enforce any right, or to seek any remedy upon any default of any other Party shall affect, or constitute a waiver of, any Party's right to insist upon such strict compliance, exercise that option, enforce that right, or seek that remedy with respect to that default or any prior, contemporaneous, or subsequent default. No custom or practice of the Parties at variance with any provision of this Agreement shall affect, or constitute a waiver of, any Party's right to demand strict compliance with all provisions of this Agreement

8.8 Severability. With respect to any provision of this Agreement finally determined by a court of competent jurisdiction to be unenforceable, such court shall have jurisdiction to reform such provision so that it is enforceable to the maximum extent permitted by applicable law, and the Parties shall abide by such court's determination. In the event that any provision of this Agreement cannot be reformed, such provision shall be deemed to be severed from this Agreement, but every other provision of this Agreement shall remain in full force and effect.

8.9 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee except to the extent that Tennessee law has been pre-empted by HIPAA.

8.10 Compensation. There shall be **no** remuneration for performance under this Agreement except as specifically provided by, in, and through, existing administrative requirements of Tennessee State government and services contracts referenced herein.

8.11 Security Breach. A violation of HIPAA or the Privacy or Security Rules constitutes a breach of this Business Associate Agreement and a breach of the Service Contract(s) listed on page one of this agreement, and shall be subject to all available remedies for such breach.

IN WITNESS WHEREOF,

DEPARTMENT OF GENERAL SERVICES, CENTRAL PROCUREMENT OFFICE:

3/31/2023

MIKE F. PERRY, CHIEF PROCUREMENT OFFICER **Date:**

ACCENTURE LLP

Beth N. Wright

3/28/2023

Beth N. Wright, Managing Director **Date:**

Attachment F

Statement of Work Template

SWC #3020 Cloud Solutions

[Insert Requesting State Agency name]

Statement of Work

For

[Insert Project Title]

[Insert Planview Work ID - Sequential #]

[Date]

1.0 Statement of Work

1.1 *Project Title*

This Statement of Work (SOW) is being executed between *[insert Contractor name]* ("Contractor") and *[Insert Agency]* ("Agency" or "Purchasing Entity") for [*insert a brief description of the project*], effective as of *[Insert Effective Date]* (the "SOW Effective Date").

This Statement of Work (SOW) constitutes an Order under that certain *[Contract or Participating Addendum]* between *[contractor name]* and the State of Tennessee, *[contract name and number]*, (the "Contract") and incorporates by reference the terms and conditions, specifications, and other incorporated contract documents of the Contract. In case of any conflict between this SOW and the Contract, the Contract shall prevail.

1.2 Background

- *Describe the history of your project and the prior events that brought you to this SOW*

1.3 Reference to other applicable documents

The following documents are hereby incorporated by reference into this SOW:

- *List any pertinent documents or supporting materials pertaining to the SOW, if any, otherwise write "None".*

1.4 General Security Requirements – Pick List

- ☐ Confidential State Data
- ☐ Confidential Data Housed in the United States
- ☐ Confidential State Data Encrypted at Rest using FIPS
- ☐ Annual Penetration Tests and Vulnerability Assessment of Processing Environment
- ☐ Contractor Supplied Copy of State Confidential Data it is Housing
- ☐ Upon request after termination of the contract, Destruction of State Confidential Data
- ☐ FTI Data – requires IRS Publication 1075
- ☐ CMS Data and MARS-E controls
- ☐ PCI and PCI DSS controls
- ☐ CJIS Data – Must consult TBI first
- ☐ HIPAA Data – Must include a BAA
- ☐ Confidential State Date Processing Environment:
- ☐ ISO 27001 and FedRAMP
- ☐ AICPA and SOC II

2.0 AGENCY STAFFING AND ROLES

2.1 Staffing

Project Manager – Agency
The Agency's Project Manager is:

Name:
Address:
City:
State & Zip
Phone:
Cell:
Fax:
Email:

Insert contact information for any additional relevant staff.

2.2 Agency Staff and Roles

- *Who within the agency will have decision-making authority, including approval of changes, report, documentation and deliverables?*
- *State agency staff (if any) to assist with the project effort*
- *Individuals key to the project and detail their roles and responsibilities*

3.0 PROJECT REQUIREMENTS AND DELIVERABLES

3.1 Requirements

Describe:

- *Tasks to be performed and any additional Contractor qualifications for specialized projects*
- *Any known non-standard work schedule tasks*
- *Location(s) where project work is required to be performed or may be performed, including the use of onsite, offsite, and offshore resources at the procuring State agency's discretion*
- *Include tasks that do not result in specific deliverables (i.e. project management)*
- *Include any security requirements from Special Terms and Conditions, Section 13 of the Contract that are applicable to this SOW.*

3.2 Agency Tasks and Responsibilities

- *Include tasks to be performed by the agency*
- *Precise definition of all hardware, software, data services, and facilities the agency will provide*

- *Identify any RTO and RPO disaster recovery timelines for the project (Special Term and Condition 15.c.1)*

3.3 Deliverables

Describe the Deliverables to be provided under this SOW, including the estimated delivery dates. If no Deliverables, state "none.

3.4 Exclusions

Describe:

- *Tasks which are not part of the scope of this project*

4.0 COST CRITERIA

4.1 Payment Methodology

Describe the payment methodology and the associated charges applicable to this SOW.

4.2 SOW Monetary Cap

Check one of the following to apply to this SOW:

- This SOW is a fixed fee SOW. The total charges under this SOW is *[_____]* dollars *($) [specify SOW monetary cap]* for the performance of the work as set forth in this SOW.

- This SOW is a time and materials SOW. The total charges under this SOW is *[_____]* dollars *($___) [specify SOW monetary cap]* for the performance of the work as set forth in this SOW (the "SOW NTE Amount"). The Agency shall compensate the Contractor for actual work performed, in an amount not to exceed the SOW NTE Amount. The Agency shall not be obligated to pay for, and the Contractor shall not be obligated to perform, work under this SOW in excess of the SOW NTE Amount unless and until the parties execute a written amendment to this SOW to increase such SOW NTE Amount.

- This SOW is a consumption-based SOW. The estimated charges under this SOW is *[ ]* dollars *($___) [specify SOW estimated budget]*. For clarity, the terms of this SOW and the Contract will continue to apply to any Cloud Services provided in excess of the specified estimated charges.

4.3 State Agency Billing Address

Insert the applicable State Agency billing address.

5.0 DELIVERABLE ACCEPTANCE

Define the process for submitting, approving and rejecting deliverables (including testing dates and scenarios)

6.0 ESTIMATED TIMELINE AND PERIOD OF PERFORMANCE

Project must begin no later than *[Month, Year]* and be completed by *[Month, Year]*.

7.0 PROJECT MANAGEMENT (*IF APPLICABLE*)

Describe what will be required as far as project management, which reports will be required, how often these reports will be required, and what must be submitted to the State procuring agency.

8.0 ADDITIONAL STATE POLICIES AND STANDARDS

Specifically reference any additional state policies and standards that would apply, to the extent applicable to Contractor in its performance of the work under the Order. If none, write "none".

- *Insert any other relevant links to the latest versions of the policies, standards and environment*

9.0 KEY ASSUMPTIONS

Identify any additional agency or contractor assumptions

If additional sections are required for your specific project, please leave the above section numbering as it is and add your new sections here as 10.0, 11.0 etc.

This SOW will not be effective, and Contractor shall not commence services hereunder, until it is approved and signed by Contractor and the Participating Entity.

In witness whereof, the parties have executed this SOW as of the last date of execution of the signatories below.

[Insert State Purchasing Agency]	*[Contractor Name]*
Signature:	Signature:
Name:	Name:
Title:	Title:
Date:	Date:

KNOX COUNTY BOARD OF EDUCATION
Agenda Item Fiscal Note

Description

SWC#3020 NASPO Cloud Solutions (Accenture NASPO SOW #0000-0042 for KCS Middle School Experience Consulting)
Effective date: April 1, 2025

Cost to Knox County Schools

$230,000.00

Description and Type of Funding Source

General Purpose

For Grants: Letter of Approval from the KCS Grants Department must be attached.
AS-105B (6/23)

RLA-17114 **R-25-3-209**

COMMISSION (PRELIMINARY AGENDA)

Meeting Date:	03/20/2025
Requested By:	TERRI COATNEY, KNOX COUNTY SCHOOLS
Department:	KNOX COUNTY SCHOOLS
Requires Expenditure of Funds:	YES Funded in Current Budget: YES
Appropriation Required:	NO

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, approving a grant agreement with The National Environmental Education Foundation (NEEF) for receipt of grant funds in the amount of $7,500.00 for South-Doyle Middle School.
(Schools)

Attachments

Resolution
Agreement
Fiscal Note

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, APPROVING A GRANT AGREEMENT WITH THE NATIONAL ENVIRONMENTAL EDUCATION FOUNDATION (NEEF) FOR RECEIPT OF GRANT FUNDS IN THE AMOUNT OF $7,500.00 FOR SOUTH-DOYLE MIDDLE SCHOOL.

RESOLUTION: **R-25-3-209**

REQUESTED BY: **SCHOOLS**

PREPARED BY: **KNOX COUNTY LAW DIRECTOR'S OFFICE**

APPROVED AS TO FORM AND CORRECTNESS:_____
DIRECTOR OF LAW

APPROVED:_____
DATE

VETOED:_____
DATE

VETO OVERRIDE:_____
DATE

MINUTE BOOK_____PAGE_____

WHEREAS, Knox County Schools desires to enter into a grant agreement with the National Environmental Education Foundation (NEEF) for receipt of grant funds in the amount of $7,500.00 for South-Doyle Middle School; and

WHEREAS, the proposed grant agreement sets forth the terms and conditions that apply to the grant award; and

WHEREAS, at its regularly scheduled meeting on March 6, 2025, the Knox County Board of Education approved the grant agreement with the National Environmental Education Foundation (NEEF).

NOW THEREFORE BE IT RESOLVED BY THE COMMISSION OF KNOX COUNTY AS FOLLOWS:

The grant agreement with The National Environmental Education Foundation (NEEF) for the receipt of grant funds in the amount of $7,500.00 for South-Doyle Middle School is hereby adopted and approved in substantive form as presented this date, a copy of which is attached to this Resolution and incorporated herein by reference.

BE IT FURTHER RESOLVED, the grant agreement with The National Environmental Education Foundation (NEEF) for the receipt of grant funds in the amount of $7,500.00 for South-Doyle Middle School shall be executed subject to such amendment or action not affecting the substantive provisions of the contract as may be required and approved by the Knox County Law Director.

BE IT FURTHER RESOLVED, that if any notifications are to be made to effectuate this Resolution, then the County Clerk is hereby requested to forward a copy of this Resolution to the proper authority.

BE IT FURTHER RESOLVED, that this Resolution is to take effect from and after its passage, as provided by the Charter of Knox County, Tennessee, the public welfare requiring it.

_____

Presiding Officer of the Commission Date

_____

County Clerk Date

Approved:_____

County Mayor Date

Vetoed:_____

County Mayor Date

The National Environmental Education Foundation (NEEF)
Grant Agreement

We are pleased to inform you that the National Environmental Education and Training Foundation ("NEEF"), has chosen **South Doyle Middle School** ("Awardee"), whose EIN is [redacted], as a recipient of a NEEF Greening STEM Grant in the amount of $7,500. The performance period for this grant begins on January 1, 2025, and ends on June 1, 2025. *This grant is made possible through funding from the Arconic Foundation.*

Grantee: South Doyle Middle School
Grant Number: 25-007
Grant Amount: $7,500
Grant Period: January 1, 2025 – June 1, 2025
Grant Purpose: Exploring Our Biodiversity at South Doyle Middle School (Year 2)

This Grant is made subject to the following terms ("Grant Agreement") as agreed to by NEEF and the Awardee.

Purpose of Grant:
These funds shall be used solely for the purposes outlined in this Grant Agreement and adequate records will be kept to evidence this fact. Such records (including financial) will be made available to NEEF upon request.

Specifically, funds will be used to partner with local stakeholders and other area schools to provide a series of Greening STEM learning activities both on and off-campus. Funding is to support project related costs such as transportation of students, substitute teachers, environmental monitoring equipment and supplies, and other expenses directly associated with program development and delivery.

Grant Guidelines:
Through NEEF's grant, Awardee will:

- Allow NEEF access to relevant Awardee staff and project partners to gather stories and information to be shared;
- Allow NEEF access to and a participatory role in the sponsored project;
- Allow NEEF access to all photography, videography, or any other media recorded during the sponsored project and ensure all necessary releases are signed, submitted, and allow for NEEF's usage of images; Provide NEEF with quantitative and qualitative information resulting from the sponsored project for project promotion, modeling, and evaluation purposes (see **Report and Evaluation** below).

Restrictions:
Funding from NEEF is subject to certain restrictions. Funds shall not be used for:

- Conducting lobbying, carrying on propaganda or otherwise attempting to influence legislation.
- Influencing the outcome of any specific election through any means.
- Purposes other than charitable, scientific, or educational.
- Budget shortfalls, general support or endowment funds.
- Land acquisition or real estate purchases.
- Individual scholarships or fellowships.
- Federal staff time.

- Reimbursement purposes (i.e., to cover costs associated with events or activities that have already occurred);
- Any costs not directly related to the funds requested in the proposal.

As NEEF is congressional chartered, projects funded through this agreement cannot be used for political lobbying, political advocacy, litigation initiatives, policy advocacy, or any other forms of advocacy.

Advance Notice:

The Awardee will immediately notify NEEF in writing of any significant changes to the actions described in the proposal. The Awardee will also immediately notify NEEF of any changes in the Awardee's organizational status, personnel or point of contact. Failure to do so may result in termination of future funding.

Publicity:

NEEF may include information about this award in public documents (print and electronic), including its periodic public reports or press releases. Any websites, publications, presentations, or other discussion of this project by the Awardee shall acknowledge the financial support provided by NEEF. Use of any NEEF logos, including programmatic logos, in either print documents, websites or other online formats must be approved by NEEF prior to use. Please contact NEEF for appropriate logos and usage.

NEEF wants to tell the story of this grant. In order to share your experience with other organizations and the funder, NEEF may request interviews, videos or pictures to help tell the story. Any pictures or videos that include images of people must be accompanied by a NEEF Media Release (included with this Agreement) for each identifiable individual.

Payments:

The payment schedule for this Grant will be as follows: 100% of the awarded amount to be paid upon NEEF's receipt of the signed Grant Agreement.

Checks cannot be made out to individuals. A check must be made out to the awarded educator's school, organization or some other entity or agent connected to the organization that is able to give the funds to the Awardee for use on the proposed project.

Payments will be made to: _____[Payee School or Organization]

ATTN: _____[Contact Name]

_____[Address]

_____[Address]

Report and Evaluation:

A virtual project check-in and update will be required and will be scheduled by the NEEF Environmental Education Team for **March 2025.**

A written narrative and financial final report on the outcomes of this Grant are required and will be due **June 30, 2025.** Awardee can access the Report Template here.

The Awardee agrees to be a part of the project evaluation, returning any surveys, welcoming site visits, and submitting to interviews (in person or by phone), as determined to be necessary by NEEF and any external evaluator working with NEEF.

Termination:

NEEF reserves the right to discontinue, modify, rescind, or withhold any payments under this Grant Agreement if the Awardee has not carried out the stipulated terms. In the event NEEF exercises its rights to terminate this Grant Agreement, NEEF will notify the Awardee in writing and provide an opportunity for the Awardee to respond within thirty (30) days from the date of the termination notice. If the Awardee finds they cannot carry out the stipulated terms and actions of this Grant Agreement, they will notify NEEF immediately. The grant may be closed, and any funds not expended for the purposes outlined in the Grant Agreement must be returned to NEEF.

The undersigned parties agree to the terms of this Grant Agreement as outlined above:

For NEEF:



Date: December 18, 2024

Sara Espinoza
President & CEO
National Environmental Education Foundation

For Awardee:

_____ Date: _____
(Authorized Representative)

_____
(Printed Name)

_____
(Title)

- Reimbursement purposes (i.e., to cover costs associated with events or activities that have already occurred);
- Any costs not directly related to the funds requested in the proposal.

As NEEF is congressional chartered, projects funded through this agreement cannot be used for political lobbying, political advocacy, litigation initiatives, policy advocacy, or any other forms of advocacy.

Advance Notice:

The Awardee will immediately notify NEEF in writing of any significant changes to the actions described in the proposal. The Awardee will also immediately notify NEEF of any changes in the Awardee's organizational status, personnel or point of contact. Failure to do so may result in termination of future funding.

Publicity:

NEEF may include information about this award in public documents (print and electronic), including its periodic public reports or press releases. Any websites, publications, presentations, or other discussion of this project by the Awardee shall acknowledge the financial support provided by NEEF. Use of any NEEF logos, including programmatic logos, in either print documents, websites or other online formats must be approved by NEEF prior to use. Please contact NEEF for appropriate logos and usage.

NEEF wants to tell the story of this grant. In order to share your experience with other organizations and the funder, NEEF may request interviews, videos or pictures to help tell the story. Any pictures or videos that include images of people must be accompanied by a NEEF Media Release (included with this Agreement) for each identifiable individual.

Payments:

The payment schedule for this Grant will be as follows: 100% of the awarded amount to be paid upon NEEF's receipt of the signed Grant Agreement.

Checks cannot be made out to individuals. A check must be made out to the awarded educator's school, organization or some other entity or agent connected to the organization that is able to give the funds to the Awardee for use on the proposed project.

Payments will be made to: South Doyle Middle School [Payee School or Organization]

ATTN: Jennifer Sawel [Contact Name]

3900 Decatur Rd [Address]

Knoxville, TN 37920 [Address]

Report and Evaluation:

A virtual project check-in and update will be required and will be scheduled by the NEEF Environmental Education Team for **March 2025.**

A written narrative and financial final report on the outcomes of this Grant are required and will be due **June 30, 2025.** Awardee can access the Report Template here.

The Awardee agrees to be a part of the project evaluation, returning any surveys, welcoming site visits, and submitting to interviews (in person or by phone), as determined to be necessary by NEEF and any external evaluator working with NEEF.

Termination:

NEEF reserves the right to discontinue, modify, rescind, or withhold any payments under this Grant Agreement if the Awardee has not carried out the stipulated terms. In the event NEEF exercises its rights to terminate this Grant Agreement, NEEF will notify the Awardee in writing and provide an opportunity for the Awardee to respond within thirty (30) days from the date of the termination notice. If the Awardee finds they cannot carry out the stipulated terms and actions of this Grant Agreement, they will notify NEEF immediately. The grant may be closed, and any funds not expended for the purposes outlined in the Grant Agreement must be returned to NEEF.

The undersigned parties agree to the terms of this Grant Agreement as outlined above:

For NEEF:

Sara Espinoza
President & CEO
National Environmental Education Foundation

Date: December 18, 2024

For Awardee:

Jennifer Sauer
(Authorized Representative)

(Printed Name)

Teacher
(Title)

Date: 1/12/25

From: JENNIFER SAUER
To: HEATHER HENDERLIGHT
Subject: Award Letter for 2025 Arconic Greening STEM
Date: Friday, January 17, 2025 5:10:19 PM
Attachments: neef2025.pdf
SE sig 2025 South Doyle Middle School Agreement copy.pdf

Good afternoon,

Below is the email I received for the NEEF grant. I also attached the agreement document I signed and a blank copy with the full information. I have not received the check yet but was hoping to get this on the board's calendar for approval so I can spend the money this school year.

Warmly,
Jen Sauer

From: National Environmental Education Foundation <administrator@grantinterface.com>
Sent: Thursday, December 19, 2024 9:17 AM
To: jennifer.sauer@knoxschools.org
Cc: Megan Willig <MWillig@neefusa.org>; Robert Sendrey <RSendrey@neefusa.org>; Whitney Shuttleworth <WShuttleworth@neefusa.org>
Subject: Award Letter for 2025 Arconic Greening STEM

Dear Jennifer,

South Doyle Middle School has been chosen to receive a 2025 Arconic Greening STEM Award. Included with this email is your award agreement - please read this document carefully to understand your responsibilities in accepting this award. We request that the agreement be signed and returned to NEEF, along with the attached contact form, at your earliest convenience. Receipt of the signed agreement and contact form will release your awarded funds.

We ask that you immediately notify NEEF (grantsadmin@NEEFusa.org) via email of any significant changes to the actions described in the proposal. You should also immediately notify NEEF of any changes in the grantee site's organizational status, personnel, or point of contact. Failure to do so may result in termination of the award.

Payment

NEEF makes direct award payments through Bill.com. When the first payment is scheduled by NEEF, you will receive an invitation via email from bill.com to set up an account to receive electronic payments. Please feel free to share this invitation with the appropriate staff person. Once you set up your account and connect with NEEF, you have finished the enrollment process and there are no further steps to take (invoices do not need to be generated and will be done on our side). You will receive an email confirmation from Bill.com when your payment has been processed. ***If your organization is unable to accept electronic payments a paper check will be mailed to the location listed on your signed agreement.***

Media

We want to help showcase your great work!

You'll receive a link to your personal folder on NEEF's SharePoint site, where you can upload all photos, videos, or additional media related to your project. If your media features the identifiable faces of participants, please accompany them with a signed NEEF media release form. For participants under 18 years of age, the form should be signed by a parent or guardian. You can find all the necessary forms and releases related to communications on NEEF's Grantee Promotional Toolkit.

Please tag NEEF in 1-2 social media posts. If you don't use social media, you can prioritize uploading your media to SharePoint. We also ask that you provide at least 5 photos with captions in your personal folder to help us effectively share your project's success.

If you have any questions about this email and its enclosures, please contact us at grantsadmin@NEEFusa.org.

We look forward to working with you!
Whitney J. Shuttleworth, M.P.A., CAP.
Director, Grants Administration

Biodiversity Proposal for NEEF Greening STEM grant (year 2)

Students in grades 6-8 will continue to discover and support the biodiversity at South Doyle Middle School. The SDMS campus has a variety of environments to explore including a deciduous forest, Baker Creek, a sensory garden, vegetable gardens and a native garden. Each grade level will partake in a related project under the theme of campus biodiversity. Students will also be invited to participate in the City Nature Challenge at Ijam's with potential to help lead some activities at the event. Students will participate in a field trip at Tremont that includes a biodiversity count where students can compare and contrast campus results and discuss their reasoning for such results. The culmination will be at our Parent's Night to showcase 8th and 7th grade Water Data posters and 6th grade biodiversity projects.

We envision students taking on the role as a biologist, chemist, story teller, and explorer. Students will be engaged in various project based activities where they will be able to collect and analyze their own data or model making and communicate their discoveries through presentations and video storytelling. Projects will be based on the TN science standards.

1. 8th grade physical science students will do chemical testing on soil and water as a community science project to assess the health of the creek and forest.
2. 8th grade general science students will do a career field trip centered on occupations related to the outdoors. (30 students) This ties in with the ongoing career education we do at our school. Students will do a field trip to the UT Agriculture campus.
3. 7th grade will do another community science project where they will collect chemical testing data and identify the biodiversity of creek species with a focus on benthic macroinvertebrates. The Watgather er Quality Forum, University of TN water testing project (K-TESST), and TVA biologists will host learning stations for students to visit, gather data and then go back to the classroom to create their posters. Science standards:
    a. 7.LS1: From Molecules to Organisms: Structures and Processes-4) Diagram the hierarchical organization of multicellular organisms from cells to organism. (creek species), 6) Develop an argument based on empirical evidence and scientific reasoning to explain how behavioral and structural adaptations in animals and plants affect the probability of survival and reproductive success.(creek species)

b. 7.PS1: Matter and Its Interactions: Use the periodic table as a model to analyze and interpret evidence relating to physical and chemical properties to identify a sample of matter. (chemical test results)
c. Cross-cutting concepts- Pattern observation and explanation (Students can look at chemical test data collected over the past 2 years), Cause and effect relationships that can be explained through a mechanism (How might pollution affect species in the creek?)
d. Science and Engineering practices

4. 6th- biodiversity- 6th grade science teachers will conduct a bioblitz as part of the City Nature Challenge. 6th grade students will also take care of the pollinator garden/Monarch Way Station built from year 1 and replenish some of the milkweed plants. Discover Life in America will also partner with us for this bioblitz. Students will also do an in-school field trip from Ijam's, our nature center. Students will meet native animal ambassadors and go outdoors to learn more about the biodiversity of our campus. As students look at bird biodiversity on campus we will also take a trip to the Seven Islands Birding State Park to learn about bird biodiversity there (30 students in science enrichment).
    a. 6.LS4: Biological Change: Unity and Diversity-1) Explain how changes in biodiversity would impact ecosystem stability and natural resources.
    b. 6.ESS3: Earth and Human Activity-3) Assess the impacts of human activities on the biosphere including conservation, habitat management, species endangerment, and extinction. (Assess and solutions-pollinator garden)

5. SDMS teacher development
    - SDMS will work with Tremont to help more SDMS teachers teach outdoors through their consultation program- https://gsmit.org/educators/schoolyard-consultations/.

Funding items: $7,500

1. Tremont bus cost 2 buses for 5/19-21. ($1,000)
2. Tremont costs ($2,000)
3. 7th and 8th grade chemical test costs ($500)
4. 6th grade project cost for poster and materials ($300)
5. Ijams trip- 1 day at SDMS forest for all 6th graders ($1,000)
6. Milkweed plants and materials for garden $150
7. 8th grade Ag campus field trip-tie in You-science data for careers, vet science focus (Sub. teachers, bus and trip cost- ($700)

8. 7th & 6th grade trip to Seven Islands Birding State park to look at bird biodiversity ($700)
9. City Nature Challenge incentives for winning classes- ($300)
10. Parent night to share student posters with pizza dinner/drinks- Potentially on 5/9 for Night of the Arts ($500)
11. $200 to Beardsley Farms members to be fingerprinted so that they can take small groups of students outdoors to work in the garden throughout the year.
12. $150 for Tremont to work with teachers to teach lessons outdoors.

KNOX COUNTY BOARD OF EDUCATION

This Document is approved by the Knox County Board of Education on the 6th day of March, 2025 as reflected in its minutes, and certified by its Chairperson.

_____

Betsy Henderson, Chair

Date: _____

KNOX COUNTY GOVERNMENT

_____

Glenn Jacobs, Mayor

Date: _____

KNOX COUNTY LAW DEPARTMENT

CONTRACT #: 25-086

APPROVED AS TO LEGAL FORM

_____

Gary Dupler, Deputy Law Director

Date: 2/25/2025

KNOX COUNTY BOARD OF EDUCATION
Agenda Item Fiscal Note

Description

Approve receipt of grant funds from The National Environmental Education Foundation (NEEF) in the total amount of $7,500 for South Doyle Middle School.

Cost to Knox County Schools

0

Description and Type of Funding Source

The National Environmental Education Foundation

For Grants: Letter of Approval from the KCS Grants Department must be attached.
AS-105B (6/23)

RLA-17115 **R-25-3-210**

COMMISSION (PRELIMINARY AGENDA)

Meeting Date:	03/20/2025
Requested By:	TERRI COATNEY, KNOX COUNTY SCHOOLS
Department:	KNOX COUNTY SCHOOLS
Requires Expenditure of Funds:	YES Funded in Current Budget: YES
Appropriation Required:	NO

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, authorizing the acceptance of grant funds and donations for the Knox County Schools as shown on the attached list and in the total amount of $80,196.00.
(Schools)

Attachments

Resolution

Grant/Donation Listing

1-TN Foundation for Agriculture in the Classroom Grant

2-Ball Camp Elementary PTA Donation

3-Rocky Hill Elementary School Foundation Donation

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, AUTHORIZING THE ACCEPTANCE OF GRANT FUNDS AND DONATIONS FOR THE KNOX COUNTY SCHOOLS AS SHOWN ON THE ATTACHED LIST AND IN THE TOTAL AMOUNT OF $80,196.00.

RESOLUTION: **R-25-3-210**

REQUESTED BY: **SCHOOLS**

PREPARED BY: **KNOX COUNTY LAW DIRECTOR'S OFFICE**

APPROVED AS TO FORM AND CORRECTNESS:_____
DIRECTOR OF LAW

APPROVED:_____
DATE

VETOED:_____
DATE

VETO OVERRIDE:_____
DATE

MINUTE BOOK_____PAGE_____

WHEREAS, the Knox County Board of Education has deemed it in the best interest of the Knox County Schools to apply for and receive public and private grants for the benefit of the Knox County Schools; and

WHEREAS, the Knox County Board of Education is also thankful for the generous donations it receives to help further the important work of the Knox County Schools; and

WHEREAS, the attached list itemizes the (1) grantor/donor; (2) the amount of the grant or donation; (3) the school to which the grant or donation applies; and (4) the purpose of each grant or donation; and

WHEREAS, the Knox County Commission desires to authorize the acceptance of the grant funds and donations; and

WHEREAS, at its regularly scheduled meeting on March 6, 2025, the Knox County Board of Education individually approved the grants and donations listed on the attached document.

NOW THEREFORE BE IT RESOLVED BY THE COMMISSION OF KNOX COUNTY AS FOLLOWS:

The Knox County Commission hereby authorizes the acceptance of grant funds and donations for the Knox County Schools as specifically shown on the list of grants and donations attached hereto and incorporated herein by reference and in the total amount of $80,196.00. A copy of the grant or donation notification letter and/or other information provided with each grant or donation is also attached hereto.

BE IT FURTHER RESOLVED, that the Knox County Mayor is hereby authorized to execute any and all contracts or other documents which may be required to signify Knox County's acceptance of the listed grants or donations, subject to the review and approval of the Knox County Law Director.

BE IT FURTHER RESOLVED, that if any notifications are to be made to effectuate this Resolution, then the County Clerk is hereby requested to forward a copy of this Resolution to the proper authority.

BE IT FURTHER RESOLVED, that this Resolution is to take effect from and after its passage, as provided by the Charter of Knox County, Tennessee, the public welfare requiring it.

_____

Presiding Officer of the Commission Date

_____

County Clerk Date

Approved:_____

County Mayor Date

Vetoed:_____

County Mayor Date

KNOX COUNTY SCHOOLS
Grant and Donation Listing
March 2025

No.	Grantor/Donor	School/Program/ Dept Benefitted	Designation	Matching Funds	Personnel Funded	Amount
1	Tennessee Foundation for Agriculture in the Classroom Grant	South-Doyle Middle School	Outdoor Classroom Garden	N/A	N/A	$500.00
2	Ball Camp Elementary School PTA	Ball Camp Elementary School	5-foot-wide walking track installation on the school's playground	N/A	N/A	$28,930.00
3	Rocky Hill Elementary School Foundation	Rocky Hill Elementary School	Purchase and installation of 6 single-post cantilever shade structures along the school's sidewalk at back entrance	N/A	N/A	$50,766.00
			TOTAL AMOUNT			**$80,196.00**

KNOX COUNTY BOARD OF EDUCATION
Agenda Item Fiscal Note

Description

Approve receipt of funds from Tennessee Foundation for Agriculture in the Classroom for South Doyle Middle School in the total amount of $500.00.

Cost to Knox County Schools

0

Description and Type of Funding Source

Tennessee Foundation for Agriculture in the Classroom

For Grants: Letter of Approval from the KCS Grants Department must be attached.
AS-105B (6/23)

TENNESSEE FOUNDATION FOR AGRICULTURE IN THE CLASSROOM

P.O. Box 313, Highway 412 East • Columbia, TN 38402-0313 • 931-388-7872 • 931-840-8699 Fax • www.agclassroom.org/tn

October 25, 2024

South Doyle Middle School
Attn: Jennifer Sauer
3900 Decatur Rd
Knoxville, TN 37920

Dear Jennifer,

Thank you for your application for an Outdoor Classroom Garden Mini-Grant for **South Doyle Middle School**. The plans you have submitted seem very well organized. It is obvious that you have devoted much planning and preparation time to this project. We know that it will be a success. We are pleased to approve $500 for your project.

We are also pleased that you're working with your local agricultural advisor volunteers and other cooperating groups as you further develop your outdoor classroom garden. They can help you by providing much experience and expertise in this area.

As always, we like to watch the progress of these gardens as they are being developed by your students during the school year. Please send pictures and a brief progress report on your outdoor classroom garden by May 31, 2025.

Please remember also that we require your project to incorporate production agriculture, soil conservation best management practices and non-point water quality control.

The Agriculture in the Classroom Consultant in your area is another person to keep in mind for assistance. If you would like to contact your consultant in regard to Agriculture in the Classroom or this project, please do so at night. Your area's consultant is Tanner Nicely and may be reached at (865) 804-6530.

A check for $500 has been sent to the Knox County Farm Bureau. John Jared, President of the Knox County Farm Bureau, will be in contact with you to make the presentation. If we can be of further assistance, let us know. We look forward to hearing from you in a few months as to your progress with your outdoor classroom garden.

Sincerely,

Chris Fleming

Chris Fleming
Tennessee AITC Coordinator

Emailed: Tanna Nicely, AITC Consultant
Logan Browne, Field Service Rep.
Michael Clifton, Agency Manager
John Jared, County President

Jennifer Sauer and Audrey Park are collectively asking for $500.00 for the Outdoor Classroom Mini-grant for South Doyle Middle School to help maintain and build upon the existing gardens as well as support the science enrichment agricultural and environmental education curriculum. The gardens support various science standards 6-8th grade. Below is the plan for the 2024-5 school year:

1. **Time table:** Students have harvested plants used in salsa in August-September. Students are now preparing two beds for garlic, onion, and greens. February-March: Cleaning garden beds, adding a new load of compost as we prepare for spring plants. Students will grow seeds indoors. Harvest plants by May (including garlic) and students plant warm weather plants like tomatoes that they have started indoors. A Cherokee garden bed with traditional plants like corn and squash. These plants will be watered over the summer and when students return the following year will be harvested and used in science enrichment for the "science of salsa" and cantaloupe lessons. All work is done in science enrichment classes/environmental club and during our monthly Saturday work days in the garden where the community is welcome to join. This year we are partnering with our PTSO to add the gardens to their Beautification project. 8th graders will be adding onto our sensory garden by painting stones that line the pathways and leaving inspirational words as part of their "legacy project" for SDMS. Students will start growing plants indoors and then put in plants starting in April. In addition we hope to expand our bird watch project with a bird feeder and camera. We also will continue the chicken egg incubation project in the spring. We hope to have our compost system up by October to help us create our own compost for the garden.

2. **Food production crops:** garlic, lettuces, tomatoes, cilantro, mint, onions, cucumbers, strawberries, carrots, green peppers, snap peas, kale, watermelon, sunflowers, corn

3. **Cooperating groups:** We work with the Woodlawn Neighborhood Association for maintenance and garden plant donations, Discover Life in America helps with the educational portion as we catalog the biodiversity of species found in our gardens. PTSO is helping with work days and donations of plants. Beardsley Farms is bringing volunteers over to help students maintain the garden. The Knoxville Waste and Resources will donate a compost bin system so we can start collecting vegetable waste once a week to cut down on landfill waste. Educational opportunities to advance this work are from Tremont and the newly created Knoxville Outdoor Learning Coalition.

4. **Visuals:** Schoolyard map, class instagram photos.

5. **Curriculum correlation:** Science & engineering practices, Biodiversity standards for both 6th and 8th grades, 7th grade- carbon cycle, ecosystems, 6th- food webs and symbiotic relationships.

6. **Funding needs: $500.00**
    - Disposable cups, plates, forks for 400 students (estimate $50)
    - Food experiment supplies ($100)
    - River stones ($50)
    - Acrylic paint and sealant ($30)
    - 10 Stepping stones ($50)
    - Bird feeder with camera- solar powered ($170)
    - Chick feed and bedding ($50)

- List the name(s) of teacher(s) in your school who have attended an Agriculture in the Classroom University Workshop sponsored by the Tennessee Foundation for Agriculture in the Classroom within the last three years:
  - Name: Jennifer Sauer Grade: 6-8 Year attended workshop: 2024
  - Name: Audrey Parker Grade: 6 Year attended workshop: 2024
  - Name: _____ Grade: _____ Year attended workshop: _____

- List the name(s) of teacher(s) in your school who plan to attend an Agriculture in the Classroom University Workshop sponsored by the Tennessee Foundation for Agriculture in the Classroom in June (Please note: Teachers will be trained in the following grade group categories: PreK-2, 3-5, 6-12).
  - Name: Jennifer Sauer Grade: 6-8 Email: jennifer.sauer@knoxs
  - Name: Audrey Parker Grade: 6 Email: audrey.parker
  - Name: Alexandria Whitaker Grade: 7 Email: alexandria.whitaker

- Requested date(s) for video conference if desired: Apple FaceTime or Go To Meeting • _____
- Would your school like to host a local AITC workshop?: • possibly
- Possible date(s) for a local AITC workshop: • _____ • _____

- Value of matching sponsorship (please include specifics on in-kind gifts such as volunteer time etc): $ 200.00

Compost donated by Broken Shovel farms and plants / seeds.

- Amount of grant money you are applying for $ 500.00 (**Please note**: This amount can not exceed the amount listed in the question above. The maximum amount for a start-up grant is $500. The maximum amount for an on-going grant project is $250)

equired

- **On an attached sheet(s) of paper, please describe and/or outline your project plans**. Please include time table, food production crops, specific need for funding, role of the cooperators, curriculum correlation, and visuals (i.e. drawings, illustrations, maps, photographs, etc...)

- Project reports and pictures are due to the Tennessee Foundation for Agriculture in the Classroom by May 1.

School Principal Signature

* Coordinating Teacher Signature

APPLICATION
for
TENNESSEE FOUNDATION FOR AGRICULTURE IN THE CLASSROOM
OUTDOOR CLASSROOM MINI-GRANT

- Name of school/club: South Doyle Middle Average daily attendance: 800
- County: Knox Address: 3900 Decatur Rd. City: Knoxville
- State: TN Zip: 37920

- Name(s) of coordinating teacher(s): • Jennifer Sauer • Audrey Parker • _____ • _____

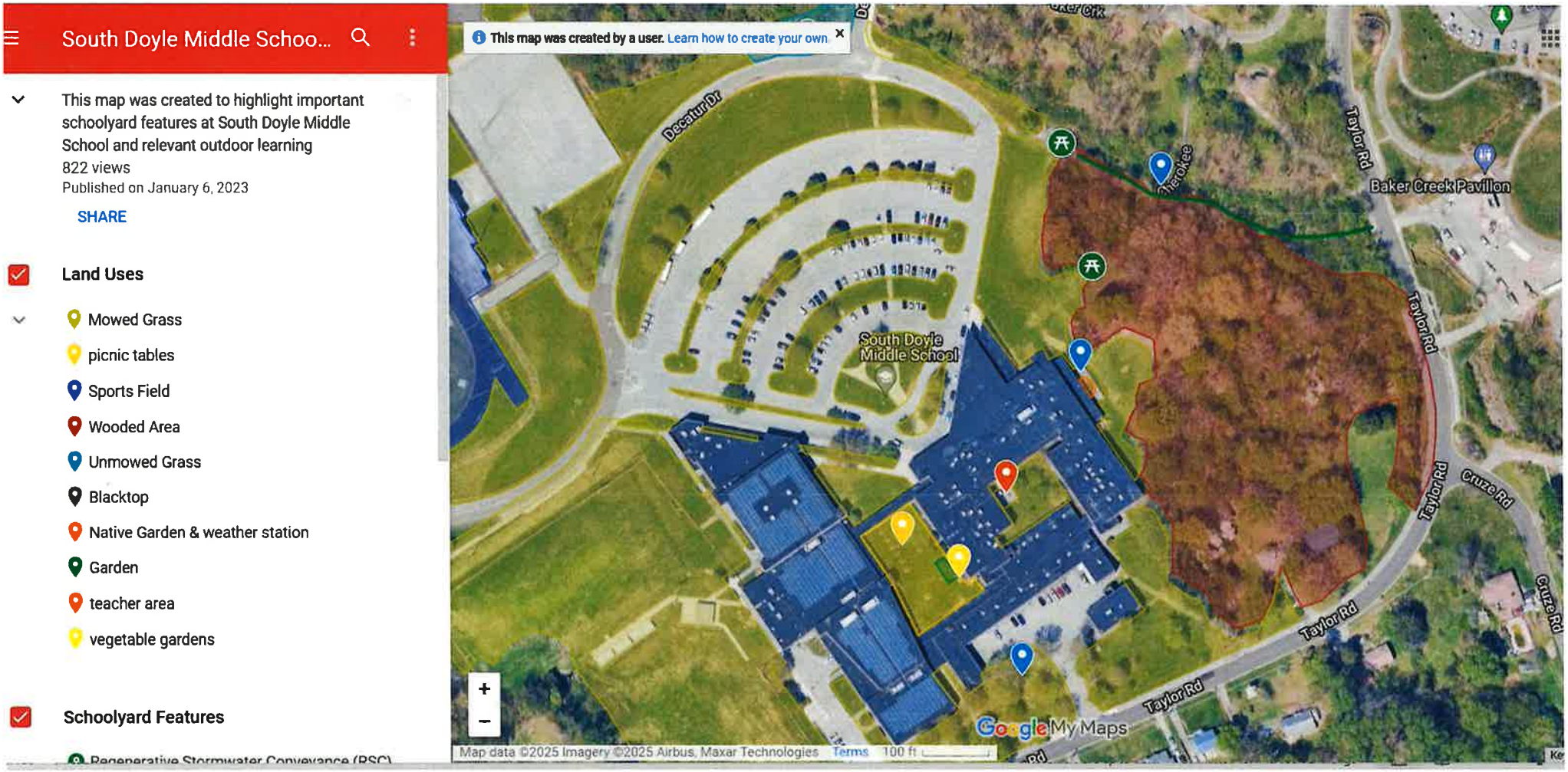
- Phone number where you can be reached to discuss plans: (School phone): 865-579-2133 Best time to call: 3:45~
  (Home phone for 865): 348-7896 Best time to call: 3:45~
  Email: jennifer.Sauer@knoxschools.org
  audrey.Parker@knoxschools.org

- Agricultural Extension Advisor: Name: Sharon Davis Phone: _____ Signature: Sharon Davis
  Address: 400 W. Main St City: Knoxville State: TN Zip: 37902

- Farmer Volunteer Advisor: Name: Hilary Dorcet Phone: 333-8973 Signature: Hilary Dorcet
  Address: 4907 French Rd City: Knoxville State: TN Zip: 37920

- List other cooperating groups: • Waste & Resources - Knox • Tremont • Bearsley Farms • PTSO • Knox outdoor learning Coalition • Woodlawn • Discover Life

For Office Use
Date Received: _____
Date Approved: _____


South Doyle Middle Schoo...
This map was created by a user. Learn how to create your own.
This map was created to highlight important schoolyard features at South Doyle Middle School and relevant outdoor learning
822 views
Published on January 6, 2023
SHARE
Land Uses
Mowed Grass
picnic tables
Sports Field
Wooded Area
Unmowed Grass
Blacktop
Native Garden & weather station
Garden
teacher area
vegetable gardens
Schoolyard Features
Regenerative Stormwater Conveyance (RSC)
Decatur Dr
Cherokee
Taylor Rd
Baker Creek Pavilion
South Doyle Middle School
Cruze Rd
Google My Maps
Map data ©2025 Imagery ©2025 Airbus, Maxar Technologies
Terms
100 ft

KNOX COUNTY BOARD OF EDUCATION

This Document is approved by the Knox County Board of Education on the 6th day of March, 2025 as reflected in its minutes, and certified by its Chairperson.

_____

Betsy Henderson, Chair

Date: _____

KNOX COUNTY GOVERNMENT

_____

Glenn Jacobs, Mayor

Date: _____

KNOX COUNTY LAW DEPARTMENT

CONTRACT #: 25-087

APPROVED AS TO LEGAL FORM

_____

Gary Dupler, Deputy Law Director

Date: 2/25/2025

KNOX COUNTY BOARD OF EDUCATION
Agenda Item Fiscal Note

Description

5' wide concrete walking trail/track around the perimeter of our existing play structures on the playground at Ball Camp Elementary. Total cost of the project is $28,930.00 to be paid by Ball Camp (account 913.242) at no additional cost to KCS. Facilities form FA-100 has been completed and approved by Mr. Shover. Thank you for consideration of this project for our students!

Cost to Knox County Schools

$0.00

Description and Type of Funding Source

Ball Camp Elementary Account # 913.242

For Grants: Letter of Approval from the KCS Grants Department must be attached.
AS-105B (6/23)

KNOX COUNTY SCHOOLS
Facilities Department

TO: **Doug Shover**
Director of New Facilities and Construction

FROM: Sarah Brengle

DATE: 01/21/25

SUBJECT: **Request for Board of Education Approval of a School Funded Project**

I request you recommend this project to the Board of Education for approval. Supporting documentation is attached.

Site	Bail Camp Elementary School
Requested By:	Sarah Brengle
Approved By: **(School Principal)**	Sarah Brengle
Phone	(865) 539-7888
Nature of the Project	Add a concrete walking trail around the perimeter of our existing playground structures (map attached). This improvement will be paid out of current available funds at the school level.
Cost of the Project	$28,930.00
Funded By ☑ Check box if project is funded in whole or in part by money contained in a school account and submit a completed form BO-107 with this form.	
Cost to Knox County Schools	$0.00



PLAYWORLD

PLAYWORLD PREFERRED
11515 Vanstory Drive
Suite 100
Huntersville, NC 28078
1-800-459-7241

EQUIPMENT SIZE:
NA

USE ZONE:
NA

AREA:
10111 SqFt.

PERIMETER:
423 Ft.

FALL HEIGHT:
UNKNOWN

USER CAPACITY
NA

AGE GROUP
NA

✓ ASTM F1487-21
✓ CPSC #325

PROJECT NO:
24-261

SCALE:
1/16"=1'-0"

DRAWN BY:
TRAVIS MILLER

Paper Size
B

DATE:
10/29/24

BALL CAMP
KNOXVILLE, TN

PLAYWORLD

P: 1-800-459-7241 F: 704-584-1034

QUOTE

Date	Quote #
11/5/2024	PWCQ24365

Quote valid for 30 days.

Bill To

Ball Camp Elementary

Sarah Brengle
9801 Middlebrook Pike
Knoxville, TN

P: (865) 539-7888
F:
sarah.brengle@knoxschools.org

Ship To

Ball Camp Elementary

Sarah Brengle
9801 Middlebrook Pike
Knoxville, TN

P: (865) 539-7888
F:
sarah.brengle@knoxschools.org

Site Contact

Ball Camp Elementary

Sarah Brengle
9801 Middlebrook Pike
Knoxville, TN

P: (865) 539-7888
F:
sarah.brengle@knoxschools.org

50% Deposit Required.
See Terms and Conditions

Sales Representative	Quote Prepared By
Beth Ramer	Beth Ramer

Qty	Item	Description	Unit Price	Ext. Price
526	Walking Trail	Concrete walking trail Grade Build up lower corner Cast 526 linear feet of 5' concrete sidewalk	$55.00	$28,930.00

SubTotal	$28,930.00
Tax Rate	0.00 %
Sales Tax	$0.00
Shipping	$0.00
Total	**$28,930.00**

We appreciate the opportunity to work with you on this project. If you have any questions or expectations, we will be happy to make any revisions necessary.

Please contact your Playworld Preferred Sales Representative if any of the foregoing information is incorrect.

Order Acknowledgement will be sent within 48 hours after your Purchase Order has been processed. Order Acknowledgement will include the estimated Ship Date. Shipping notification and documentation will be sent once the product ships.

**Please note, due to market variables outside of our control, certain items such as commodity material price fluctuations, freight surcharges, sales tax rates, and additionally requested re-consigned delivery location fees may change the final amount invoiced from the amount originally provided on this quote. **

See term contract

Terms and Conditions

CONTROLLING TERMS: THIS QUOTATION IS LIMITED TO THE TERMS AND CONDITIONS CONTAINED HEREIN. ANY ADDITIONAL OR DIFFERENT TERMS PROPOSED BY CUSTOMER IN ANY PURCHASE ORDER OR OTHER DOCUMENTS ARE DEEMED TO BE MATERIAL ALTERATIONS AND NOTICE OF OBJECTION TO THEM IS HEREBY GIVEN. ANY SUCH PROPOSED TERMS SHALL BE VOID, AND THE TERMS HEREIN SHALL CONSTITUTE THE COMPLETE AND EXCLUSIVE STATEMENT OF THE TERMS AND CONDITIONS OF THE CONTRACT BETWEEN THE PARTIES. NEITHER SELLER'S ACKNOWLEDGMENT OF A PURCHASE ORDER NOR SELLER'S FAILURE TO OBJECT TO CONFLICTING, DIFFERENT, OR ADDITIONAL TERMS AND CONDITIONS IN A PURCHASE ORDER SHALL BE DEEMED AN ACCEPTANCE OF SUCH TERMS AND CONDITIONS OR A WAIVER OF THE PROVISIONS HERE OF.
PRICES: Prices in this Quote are good for thirty (30) days. Unless otherwise stated in writing, all prices are F.O.B. Origin, and shall be exclusive of transportation, insurance, taxes, license fees, customs fees, duties, premiums, fees, site preparation, installation expenses and other charges, unless specifically stated. Tax exempt Customers shall provide Playworld Preferred with a copy of its valid tax-exempt certificate at time the order is placed.

CANCELLATION: Orders become final forty-eight (48) hours from Order Acknowledgement. Orders for play structures may NOT be cancelled or returned under any circumstances. Items which may be cancelled or returned are subject to a twenty (20%) percent restocking fee, plus the cost of return freight. Returned items must be in original packaging, in new condition, and returned within thirty (30) days. Authorization for the return must be obtained in writing from Playworld Preferred. Orders for products, other than those from Playworld Systems, may NOT be cancelled or returned

TERMS OF PAYMENT: For orders in an amount of $100 or less, payment in full is required at the time of the order. For all other orders, a fifty (50%) percent deposit is required, unless expressly waived by Playworld Preferred. (Orders from governmental entities are excluded from the deposit requirement.) A processing fee of 2.0% of the transaction amount will apply to all payments made by credit card (This is for all customers including governmental entities).

UNLESS CREDIT IS SPECIFICALLY GRANTED IN WRITING BY PLAYWORLD PREFERRED, PAYMENT IN FULL IS DUE WITHIN TEN (10) DAYS OF INVOICE. For orders without installation, the invoice will be issued on the date the order ships. For orders which include installation by Playworld Preferred or its authorized sub-contractor, the invoice will be issued upon the completion of the project.

Past due balances are subject to a one and one-half (1.5%) percent monthly finance charge, but in no event will the late payment finance charge be greater than the maximum rate permitted by law. Customer shall pay all fees and expenses (including attorneys' fees) incurred by Playworld Preferred in the enforcement of its rights hereunder.

WARRANTIES and DISCLAIMERS: Manufacturers' limited warranties are available upon request.

THE MANUFACTURER'S WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER REPRESENTATIONS AND WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF CONDITION, DESCRIPTION, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OR ANY REPRESENTATIONS OR WARRANTIES IN ANY BROCHURES, MANUALS, CATALOGS, LITERATURE OR OTHER MATERIALS OF PLAYWORLD PREFERRED. FURTHER, NO REPRESENTATION, WHETHER ORAL OR WRITTEN, OF PLAYWORLD PREFERRED MAY BE SUBSTITUTED OR ALTER THE EXCLUSIVE MANUFACTURER'S LIMITED WARRANTY.

LOSS or DAMAGE in TRANSIT: Playworld Preferred is not responsible for loss or damage in transit. Our responsibility ends when the carrier signs the Bill of Lading, which is our receipt that the products were complete and in good condition when shipped. It is the customer's responsibility to check the number of pieces shown on the freight bill and our Bill of Lading. Any shortages or damages must be noted on the freight bill before it is signed.

DELIVERY: Delivery, shipment, and installation dates are estimates only, and do not guarantee shipment, delivery or installation on or by such dates. If shipment is made per the estimated ship date, and you are unable to accept delivery, then storage, demurrage or extra unloading charges may be incurred and billed to your account

INSPECTION: All products must be inspected upon receipt, and claims must immediately be filed with the carrier and Playworld Preferred when there is evidence of shipping damage, either concealed or external. All shipments are FOB Origin, unless quoted FOB Destination. FOB Destination does not change the terms of receiving and inspection of the products as set forth herein.

INSTALLATION: Installation is not included in the purchase price of the products, unless expressly noted on the quote and invoice. IT IS CUSTOMER'S RESPONSIBILITY TO ASSEMBLE, INSTALL AND USE THE PRODUCTS SAFELY AND IN ACCORDANCE WITH THE MANUFACTURER'S INSTALLATION INSTRUCTIONS, UNLESS EXPRESSLY AGREED OTHERWISE BY PLAYWORLD PREFERRED.

LIABILITY EXCLUSIONS: TO THE EXTENT PERMITTED BY LAW, PLAYWORLD PREFERRED SHALL NOT BE LIABLE IN CONNECTION WITH A PRODUCT OR SERVICE FOR (A) ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, BASED ON TORT, CONTRACT OR OTHER LEGAL THEORY, WHETHER OR NOT ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR (B) ANY DAMAGES WHATSOEVER IN EXCESS OF AN AMOUNT EQUAL TO THE PURCHASE PRICE OF PRODUCT PROVEN TO BE DEFECTIVE. THE RIGHT TO RECOVER DAMAGES WITHIN THE LIMITATIONS SPECIFIED IS CUSTOMER'S EXCLUSIVE ALTERNATIVE REMEDY IN THE EVENT THAT THE REMEDY PROVIDED HEREIN FAILS OF ITS ESSENTIAL PURPOSE.

FORCE MAJEURE: Playworld Preferred shall not be liable because of unforeseen circumstances or causes beyond its control, including, without limitation, strike, lockout, embargo, riot, war, act of terrorism, fire, act of God, accident, failure or breakdown of components necessary for order completion, subcontractor, supplier or Customer caused delays, inability to obtain labor, materials or manufacturing facilities, or compliance with any law, regulation or order.

See term contract

IF INSTALLATION IS INCLUDED WITH THIS ORDER, THE FOLLOWING ADDITIONAL PROVISIONS APPLY:

SAVINGS CLAUSE: If any part of the terms and conditions stated herein is held void or unenforceable, such part, to the extent void or unenforceable will be treated as severable, leaving valid the remainder of the terms and conditions which shall be deemed revised so as to remain enforceable to the greatest extent possible consistent with such holding.

SCHEDULE: Playworld Preferred will provide Customer with a shipment and installation schedule. Playworld Preferred will take the commercially reasonable steps necessary to complete installation on schedule and without delay. However, Playworld Preferred does not guarantee the start or completion of the project in strict accordance with the installation schedule provided. Installation may be delayed by weather conditions, fire, Act(s) of God or other casualty for which Playworld Preferred is not responsible.

CHANGES: Playworld Preferred reserves the right to change, modify or alter installation terms. INSTALLATION PRICE IS BASED ON NORMAL DIGGING CONDITIONS. IF ROCKS OR OTHER CONDITIONS AT THE SITE BEYOND THE CONTROL OF PLAYWORLD PREFERRED ARE ENCOUNTERED, THERE MAY BE ADDITIONAL CHARGES. If Playworld Preferred deems a change is necessary, it will provide Customer with a Change Order request, including an estimate of the commercially reasonable cost for the additional work required for proper installation of the equipment. Playworld Preferred will not continue with the installation until approval of the Change Order in writing by customer. If Playworld Preferred and Customer cannot agree upon the additional cost for the extra work within fifteen (15) days of the Change Order request, Playworld Preferred may immediately invoice Customer for the equipment, and Customer agrees to pay the equipment invoice in accordance with the payment terms set forth above (NET 10 days).

In the event that Customer requests changes to the installation or installation schedule which results in delays in excess of thirty (30) days, from the date of the original installation schedule, Playworld Preferred may immediately invoice Customer for the equipment, and Customer agrees to pay the equipment invoice in accordance with the payment terms set forth above (NET 10 days).

UTILITIES: Playworld Preferred will locate and mark public utilities on the site. Customer shall locate and mark any private utility lines, such as irrigation lines or local telecommunication lines. Customer's failure to do this may result in damage to its private utility lines and costs associated thereto, and additional installation charges and delays.

PERMITS: Customer is responsible for the cost of all installation-related permits and fees not expressly included in the quotation.

REFUSE: Trash and packaging materials will be consolidated and stacked neatly on Customer's site or placed in Customer's dumpster on site. Upon customer's written request, Playworld Preferred will arrange for the trash and packaging materials to be removed from the site and disposed of for an additional fee.

FINAL INSPECTION: Customer agrees to inspect the project with the lead installer and/or sales representative within five (5) days of completion of the project. If project has been satisfactorily completed, Customer will note acceptance of the project on Playworld Preferred's Client Acceptance Form. Playworld Preferred will then invoice Customer, and Customer agrees to pay the invoice in accordance with the payment terms set forth above (NET 10 days). Signing the client acceptance form does not relieve Playworld Preferred from its on going warranty obligations as they relate to the product shipped or installation work.

If Customer notes defects in the materials or workmanship ("punch list"), Playworld Preferred will remedy them in a timely manner. However, Playworld Preferred may immediately invoice Customer for the project, less ten (10%), and Customer agrees to pay the invoice in accordance with the payment terms set forth above (NET 10 days). Upon completion of the "punch list," Playworld Preferred shall invoice Customer for the remaining ten (10%) due, and Customer agrees to pay the invoice in accordance with the payment terms set forth above (NET 10 days).

SUPERVISED INSTALLATION: In the event that Playworld Preferred is contracted by Customer to supervise the installation of the equipment subject to this Quotation, Customer shall complete Playworld Preferred's "Supervised Installation Requirements" Form. Said form sets forth the details of the supervised build and the parties' respective responsibilities. The Quotation may be subject to change based upon Customer's responses on the "Supervised Installation Requirements" Form. Within five (5) days of the completion of the supervised installation, the Parties shall comply with the FINAL INSPECTION provisions set forth above.

Send Signed Quotes and Deposit To:

Payment Address
Playworld Preferred, Inc.
P.O. Box 737808
Dallas, TX 75373-7808

Overnight Payment Address
J.P. Morgan Chase TX1-0029
Attn: Playworld Preferred, Inc. & 737808
14800 Frye Road
2nd Floor
Ft. Worth, TX 76155

I acknowledge that I have read, understand, and accept the terms and conditions of this quotation and that I am authorized to do so.

Print Name _____ Customer PO # _____

Title _____

Signature _____ Date _____

Playworld Preferred Signature _____ Date _____

KNOX COUNTY BOARD OF EDUCATION

INTERNAL SCHOOL FUNDS
PURCHASE APPROVAL REQUEST

1) School Ball Camp Elementary Date 01/21/25

2) Item(s) to be Purchased (Note 1)
1) Concrete walking trail around playground
2) _____
3) _____
4) _____
Attach additional page(s) as necessary

3) Purchase Amount (Note 2) $ 28,930.00

4) Vendor Playworld Preferred

5) Source(s) of Funding (Funds must be currently available)
(Examples: School Coupon Book Sales Receipts, PTO/PTA, Booster Club, General School Funds, etc.)

Source 1	SSO/PTA	Account Number	913.242	Amount $	28,930.00
Source 2		Account Number		Amount $	
Source 3		Account Number		Amount $	
Source 4		Account Number		Amount $	
Total (Should Equal Item #3 Above)				$	28,930.00

I certify that the purchase(s) requested above will be made in accordance with all applicable provisions of Knox County Board of Education Policy and the Tennessee Internal School Financial Management Manual.

Signed: Sarah Brengle
Principal: Sarah Brengle
Date: 01/21/25

Funds are available: _____
Supervisor of Student Activity Funds

NOTE: All purchases of supplies, materials, equipment, and contractual services at the school level of ten thousand dollars ($10,000) or greater shall be based on competitive bids and approved by the Board of Education.

Account History Report
Ball Camp Elementary
7/1/2024 through 1/21/2025

Account Number : 913.242 **Manager :** **Account Description :** SSO - PTA

Beg. Year Balance	Receipts YTD	Disbursements YTD	Transfers YTD	Enc. Outstanding	Current Balance
$33,451.89	$30,096.38	$9,115.95	$0.00	$1,000.00	$53,432.32

Date	Type	Ref.	Vendor/Receiptee	Description	Received	Transferred	Encumbered	Liquidated	Expended
7/30/2024	Purchase Order	2960	Cracker Barrel	PTA contribution to breakfast	$0.00	$0.00	$300.00	$0.00	$0.00
8/2/2024	Receipt	8489	Ball Camp Elementary	PTA Donation	$26,000.00	$0.00	$0.00	$0.00	$0.00
8/2/2024	Receipt	8490	Ball Camp Elementary	PTA Donation Breakfast	$307.88	$0.00	$0.00	$0.00	$0.00
9/6/2024	Purchase Order	3025	S.M. Athletics, Inc.	Class Shirts	$0.00	$0.00	$188.50	$0.00	$0.00
9/6/2024	Purchase Order	3026	R n R Buses	River Ridge Field Trip	$0.00	$0.00	$850.00	$0.00	$0.00
9/6/2024	Receipt	8722	Birge (office)	PTA Donation Tshirt 5th and 1s	$1,638.50	$0.00	$0.00	$0.00	$0.00
9/11/2024	Check	10457	Truist Bank	PTA contribution to breakfast	$0.00	$0.00	$0.00	$0.00	$307.88
9/11/2024	Liquidation	2960	Cracker Barrel	PO Liquidation	$0.00	$0.00	$0.00	$300.00	$0.00
9/13/2024	Check	10458	S.M. Athletics, Inc.	Class Shirts	$0.00	$0.00	$0.00	$0.00	$188.50
9/13/2024	Liquidation	3025	S.M. Athletics, Inc.	PO Liquidation	$0.00	$0.00	$0.00	$188.50	$0.00
9/17/2024	Purchase Order	3035	R n R Buses	1st Grade Zoo	$0.00	$0.00	$600.00	$0.00	$0.00
9/19/2024	Purchase Order	3038	Discovery Education	Discovery Ed	$0.00	$0.00	$2,700.00	$0.00	$0.00
9/30/2024	Check	10466	R n R Buses	River Ridge Field Trip	$0.00	$0.00	$0.00	$0.00	$850.00
9/30/2024	Liquidation	3026	R n R Buses	PO Liquidation	$0.00	$0.00	$0.00	$850.00	$0.00
10/3/2024	Check	10471	Discovery Education	Discovery Ed	$0.00	$0.00	$0.00	$0.00	$2,649.57
10/3/2024	Liquidation	3038	Discovery Education	PO Liquidation	$0.00	$0.00	$0.00	$2,700.00	$0.00
10/4/2024	Check	10472	R n R Buses	1st Grade Zoo	$0.00	$0.00	$0.00	$0.00	$600.00
10/4/2024	Liquidation	3035	R n R Buses	PO Liquidation	$0.00	$0.00	$0.00	$600.00	$0.00
10/15/2024	Receipt	8955	Birge (office)	Sped Field trip Donation	$150.00	$0.00	$0.00	$0.00	$0.00
10/18/2024	Purchase Order	3076	Curriculum Associates	I Ready Instruction Program	$0.00	$0.00	$3,520.00	$0.00	$0.00
10/22/2024	Check	10481	Curriculum Associates	I Ready Instruction Program	$0.00	$0.00	$0.00	$0.00	$3,520.00
10/22/2024	Liquidation	3076	Curriculum Associates	PO Liquidation	$0.00	$0.00	$0.00	$3,520.00	$0.00
11/12/2024	Purchase Order	3097	R n R Buses	Clarence Brown 4th Gr	$0.00	$0.00	$600.00	$0.00	$0.00
11/13/2024	Purchase Order	3099	Clarence Brown Theatre Box Off	4th Grade Field trip	$0.00	$0.00	$400.00	$0.00	$0.00
11/14/2024	Purchase Order	3100	Ripley's Aquarium	2nd Grade Aquarium	$0.00	$0.00	$1,000.00	$0.00	$0.00
11/14/2024	Receipt	8985	Birge (office)	PTA 4th Gr Field trip donation	$1,000.00	$0.00	$0.00	$0.00	$0.00
11/25/2024	Check	10497	R n R Buses	Clarence Brown 4th Gr	$0.00	$0.00	$0.00	$0.00	$600.00
11/25/2024	Liquidation	3097	R n R Buses	PO Liquidation	$0.00	$0.00	$0.00	$600.00	$0.00
12/10/2024	Check	10501	Truist Bank	4th Grade Field trip	$0.00	$0.00	$0.00	$0.00	$400.00
12/10/2024	Liquidation	3099	Clarence Brown Theatre Box Off	PO Liquidation	$0.00	$0.00	$0.00	$400.00	$0.00

7/1/2024 through 1/21/2025

Account Number : 913.242 **Manager :** **Account Description :** SSO - PTA

Beg. Year Balance	Receipts YTD	Disbursements YTD	Transfers YTD	Enc. Outstanding	Current Balance
$33,451.89	$30,096.38	$9,115.95	$0.00	$1,000.00	$53,432.32

Date	Type	Ref.	Vendor/Receiptee	Description	Received	Transferred	Encumbered	Liquidated	Expended
12/12/2024	Receipt	9018	Birge (office)	PTA Donation 2nd Grde field tr	$1,000.00	$0.00	$0.00	$0.00	$0.00
					$30,096.38	**$0.00**	**$10,158.50**	**$9,158.50**	**$9,115.95**

Account History Report
Ball Camp Elementary
7/1/2024 through 1/21/2025

Account Number : 907.239 **Manager :** **Account Description :** Playground

Beg. Year Balance	Receipts YTD	Disbursements YTD	Transfers YTD	Enc. Outstanding	Current Balance
$10,023.60	$0.00	$0.00	$0.00	$0.00	$10,023.60

Date	Type	Ref.	Vendor/Receiptee	Description	Received	Transferred	Encumbered	Liquidated	Expended

KNOX COUNTY BOARD OF EDUCATION

This Document is approved by the Knox County Board of Education on the 6th day of March, 2025 as reflected in its minutes, and certified by its Chairperson.

_____

Betsy Henderson, Chair

Date: _____

KNOX COUNTY GOVERNMENT

_____

Glenn Jacobs, Mayor

Date: _____

KNOX COUNTY LAW DEPARTMENT

CONTRACT #: 25-096

APPROVED AS TO LEGAL FORM

_____

Gary Dupler, Deputy Law Director

Date: 2/24/2025

KNOX COUNTY BOARD OF EDUCATION
Agenda Item Fiscal Note

Description

We are requesting the installation of 6 custom square cantilever shades 13'X13'X10' to provide coverage of the sidewalk at the back entrance of our school for the arrival and dismissal of students and staff on duty. The product will be installed by Great Southern Recreation. Our RHES Foundation Board has partnered with us and will be fully funding the project, if approved. KCS Maintenance has been asked to remove two trees to allow for placement of the shades.

Cost to Knox County Schools

No cost to KCS

Description and Type of Funding Source

RHES Foundation Board

For Grants: Letter of Approval from the KCS Grants Department must be attached.
AS-105B (6/23)

ROCKY HILL ELEMENTARY SCHOOL

1200 Morrell Road • Knoxville, TN 37919 • 865-539-7844 • Fax 865-470-2126

Mrs. Tina Holt • Principal
Mrs. Fannie Kotsianas • Assistant Principal

February 7, 2025

To: KCS Board of Education
Dr. Garfield Adams, Assistant Superintendent of Operations
Doug Shover, Director of Facilities and Construction Department

Our school, in partnership with our RHES Foundation Board, is requesting approval to install six 13'X13'X10' Single Post Cantilever Shades with in-ground concrete footers on both sides of the back entrance to our school. Our purpose is requesting this installation is to provide cover from the weather along the sidewalk where our students are for arrival and dismissal. We are acknowledging and agreeing to:

- The shade structures will have a 10'-0" clear height.
- No portion of the shade structure will be within 8" of the face of the existing curb.
- Our SRO has confirmed there are no site line issues with our existing security camera site lines.
- The work and any related costs, with the exception of the removal of the (2) identified trees, shall be the sole responsibility of Rocky Hill Elementary School.

Included with this request are the items below:

- This cover letter
- FA-100 Form
- BO-107 Form
- Updated quote from Great Southern Recreation and shade structure drawing(s)
- Aerial images showing proposed location of shade structures

Thank you for considering our request.
Sincerely,

Tina M. Holt

Tina Holt
Principal

KNOX COUNTY SCHOOLS
Facilities Department

TO: **Doug Shover**
Director of New Facilities and Construction

FROM: Dr. Holt

DATE: 2-7-25

SUBJECT: **Request for Board of Education Approval of a School Funded Project**

I request you recommend this project to the Board of Education for approval. Supporting documentation is attached.

Site	Rocky Hill Elementary
Requested By:	Dr. Holt, Principal & RHES Foundation
Approved By: **(School Principal)**	Dr. Holt
Phone	(865) 539-7844 cell # (865) 771-9424
Nature of the Project	Installation of Custom Square umbrella cantilever shade 13' x 13' x 10' to shade the sidewalk @ the back entrance of the school for arrival & dismissal
Cost of the Project	$50,766.00
Funded By ☑ Check box if project is funded in whole or in part by money contained in a school account and submit a completed form BO-107 with this form.	RHES Foundation Board will fund the project & provide the necessary funds to the school
Cost to Knox County Schools	no cost to KCS

FA–100 (9/21)

GREAT SOUTHERN RECREATION

ORGANIZATION:	KCS-Rocky Hill ES
CONTACT:	Maci O'Conner
ADDRESS:	1200 Morrell Rd, Knoxville, TN 37919
PHONE:	865-679-6223

PROJECT TITLE:	Shade Quote
REVISION:	2
OPTION:	1

Official Great Southern Recreation Quote

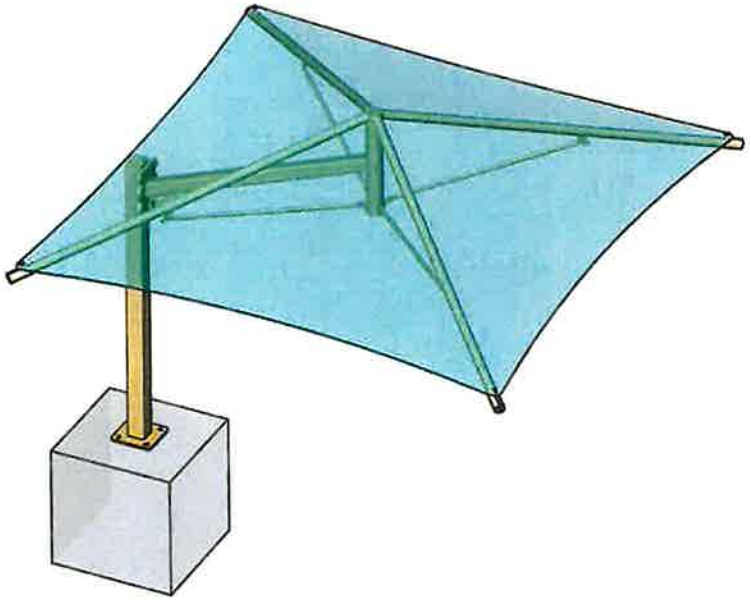
TERRITORY MANAGER	DATE	TERRITORY	COUNTY	TERMS	COLORS
Kyle Peggram	2/6/2025	1	Knox	Net 30	TDB

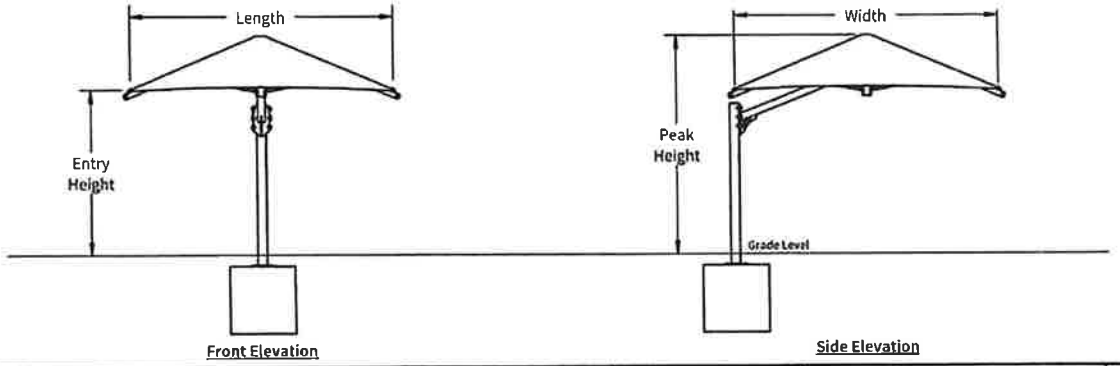
PART NUMBER	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
131310SC	6	13'x13'10' Single Post Cantilever Shade with in-ground concrete footers	$ 6,250.00	$ 37,500.00
				$ -
				$ -
				$ -
			SUBTOTAL FOR EQUIPMENT	$ 37,500.00
		Certified Southern-built TM Installation		$ 15,800.00
SITEWORK		*Installed into existing grade*		$ -
DISCOUNT	10%		KCS CONTRACT DISCOUNT	$ (3,750.00)
			SUBTOTAL	$ 49,550.00

TAX RATE	EX
SALES TAX	-
BONDS	
EQUIPMENT FREIGHT	1,216.00
SURFACE FREIGHT	
TOTAL	$ 50,766.00

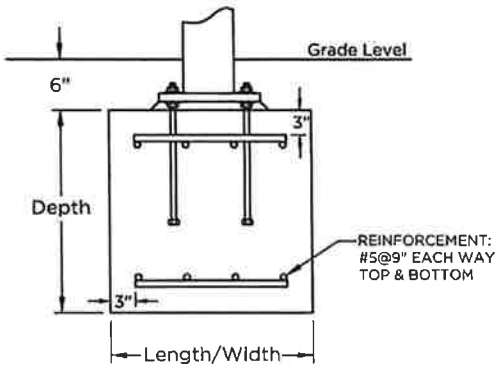
Square Cantilever Umbrella Shade

Length	13'	**Width**	13'	**Entry Height**	10'
Peak Height	12.62'	**Elbow**	Standard	**Column Mount**	Base Plate
Column Size	7"x5"x1/4"	**Rafter Size**	Ø3.5" 11-Ga	**Strut Size**	Ø1.9" 11-Ga
Column Length	10.5'	**Rafter Length**	9.58'	**Beam Size**	5"x5"x1/4"
Dome Qty.	1	**Column Qty.**	1		

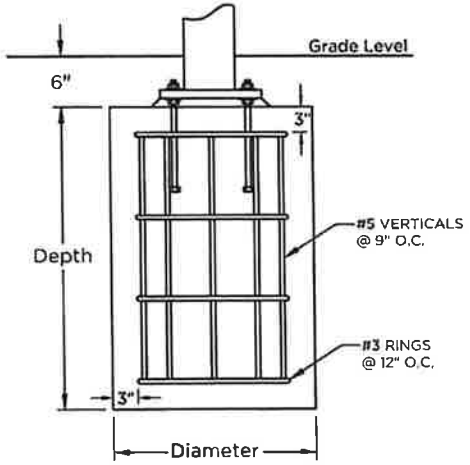




Square Footing		
Column	Length & Width	Depth
Single Cap	3.88	3
Double Cap	N/A	3



Auger Footing		
Diameter	Single Cap Depth	Double Cap Depth
1'-6"		
2'-0"	Out of range	N/A
2'-6"	Out of range	N/A
3'-0"	5.12	N/A

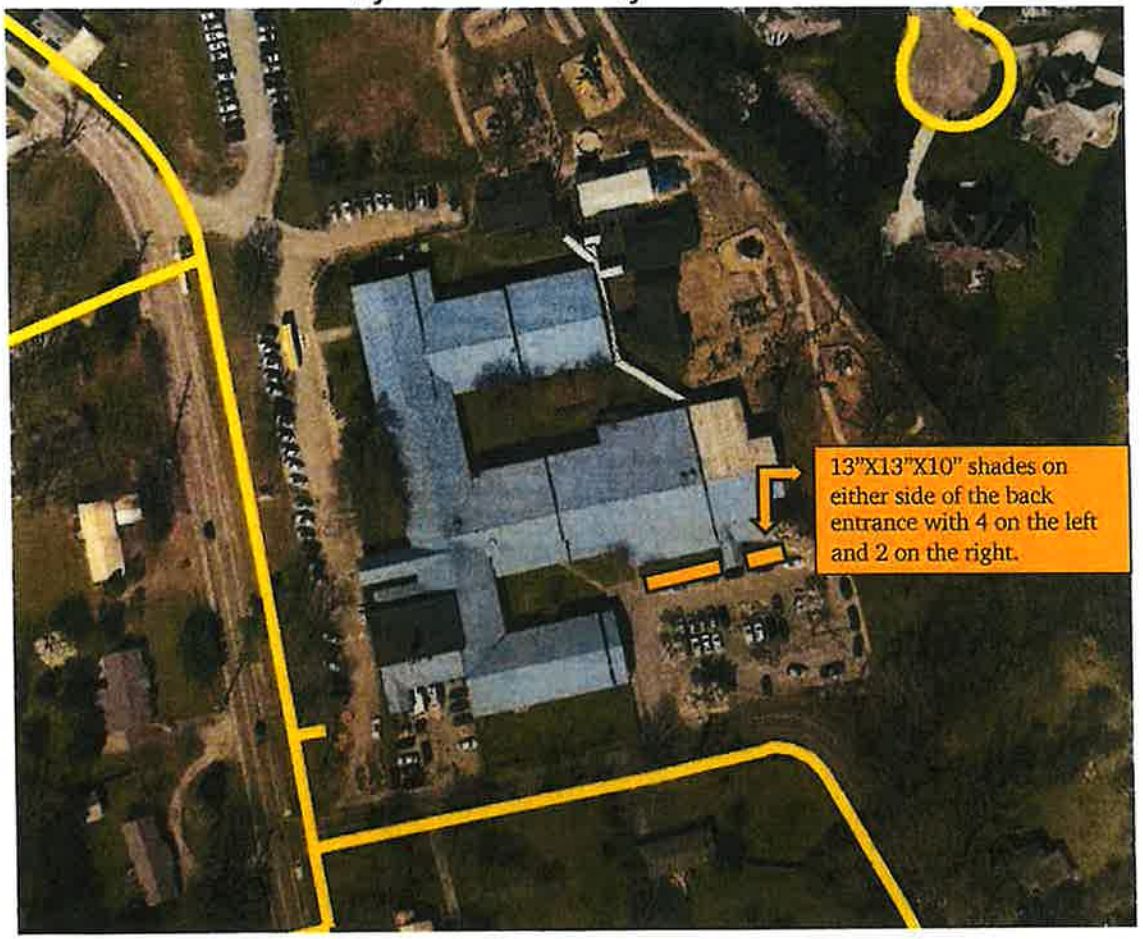


Superior Shade

QUOTE	SHADE SIZE	SHADE STYLE
90300	13 X 13	**Square Cantilever Umbrella Shade**

These drawings are for reference only and should not be used as construction details. They show the general character and rough dimensions of the structural features. Exact spans, fasteners, materials, and foundations can be determined by a licensed professional engineer upon request. Estimated footing size above is based on 1,500 PSF soil bearing pressure.

Rocky Hill Elementary Aerial View



UNDERGROUND NATURAL GAS UTILITIES

Rocky Hill Elementary
1200 Morrell Road
Knoxville, TN 37919



9/14/2018

KUB
Knoxville Utilities Board

Product Warning: This map was produced from the Landbase information system by KGIS. This map should not be relied on for engineering, design, or surveying work or other similar type uses. The information on this map is dated and has no warranty of merchantability or warranty for fitness of use for a particular purpose, expressed or implied. This map is produced, printed, and distributed as is, with all faults.

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KNOX COUNTY BOARD OF EDUCATION

INTERNAL SCHOOL FUNDS
PURCHASE APPROVAL REQUEST

1) School Rocky Hill Elementary Date 2-7-25

2) Item(s) to be Purchased (Note 1)
1) Installation of umbrella cantilever shades
2)
3)
4)
Attach additional page(s) as necessary

3) Purchase Amount (Note 2) $ 50,766.00

4) Vendor Great Southern Recreation

5) Source(s) of Funding (Funds must be currently available)
(Examples: School Coupon Book Sales Receipts, PTO/PTA, Booster Club, General School Funds, etc.)

Source 1 Foundation	Account Number 913.949	Amount $ 50,766.00
Source 2	Account Number	Amount $
Source 3	Account Number	Amount $
Source 4	Account Number	Amount $
Total (Should Equal Item #3 Above)		$ 50,766.00

I certify that the purchase(s) requested above will be made in accordance with all applicable provisions of Knox County Board of Education Policy and the Tennessee Internal School Financial Management Manual.

Signed:
Principal: Iris M. Heet
Date: 2-7-25
Funds are available: Jayne Gustafson
Supervisor of Student Activity Funds

NOTE: All purchases of supplies, materials, equipment, and contractual services at the school level of ten thousand dollars ($10,000) or greater shall be based on competitive bids and approved by the Board of Education.

Rocky Hill Elementary School Foundation

1008
87-921/642

Date 12/9/2024

Pay to the Order of Rocky Hill Elementary School | $ 47,856.00/xx

forty-seven thousand, eight hundred fifty-six and no/100 Dollars

Security details on back.

SmartBank
WWW.SMARTBANK.COM

For Annual

NP

TO REORDER VISIT WWW.CHECKPRINTINGSOLUTIONS.COM

Rocky Hill Elementary School Foundation

1014

87-921/642

Date 2/6/25

Pay to the Order of Rocky Hill Elementary $ 2910.00/xx

two thousand nine hundred ten + no/100 Dollars

Security details on back

SmartBank
WWW.SMARTBANK.COM

For Add'l funds Carlosby Shades

Allison Langley MP

TO REORDER VISIT WWW.CHECKPRINTINGSOLUTIONS.COM

- additional funds for new quote with Great Southern Recreation

KNOX COUNTY BOARD OF EDUCATION

This Document is approved by the Knox County Board of Education on the 6th day of March, 2025 as reflected in its minutes, and certified by its Chairperson.

_____

Betsy Henderson, Chair

Date: _____

KNOX COUNTY GOVERNMENT

_____

Glenn Jacobs, Mayor

Date: _____

KNOX COUNTY LAW DEPARTMENT

CONTRACT #: 25-085

APPROVED AS TO LEGAL FORM

_____

Gary Dupler, Deputy Law Director

Date: 2/25/2025

RLA-17122 **R-25-3-110**

COMMISSION (PRELIMINARY AGENDA)

Meeting Date:	03/20/2025
Requested By:	Jill Rosberg, LAW DEPARTMENT
Department:	COUNTY MAYOR
Requires Expenditure of Funds:	NO Funded in Current Budget: YES
Appropriation Required:	NO

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, reappointing Tim Hill and Joan Cronan as Directors of the Sports Authority of the County of Knox and the City of Knoxville, Tennessee. (Terms expire April 30, 2031) *(County Mayor)*

Attachments

Resolution

Mayor Appointment Letters

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, REAPPOINTING TIM HILL AND JOAN CRONAN AS DIRECTORS OF THE SPORTS AUTHORITY OF THE COUNTY OF KNOX AND THE CITY OF KNOXVILLE, TENNESSEE. (TERMS EXPIRE APRIL 30, 2031)

RESOLUTION: **R-25-3-110**

REQUESTED BY: **COUNTY MAYOR**

PREPARED BY: **KNOX COUNTY LAW DIRECTOR'S OFFICE**

APPROVED AS TO FORM AND CORRECTNESS:_____
DIRECTOR OF LAW

APPROVED:_____
DATE

VETOED:_____
DATE

VETO OVERRIDE:_____
DATE

MINUTE BOOK_____**PAGE**_____

WHEREAS, Knox County (the "County"), together with the City of Knoxville (the "City"), previously authorized the incorporation of The Sports Authority of the County of Knox and the City of Knoxville, Tennessee (the "Sports Authority") as a joint sports authority duly organized and existing under the provisions of Tennessee Code Annotated, Title 7, Chapter 67; and

WHEREAS, pursuant to the Charter of the Sports Authority, the Sports Authority shall be governed by a board of seven directors, all of whom shall be duly qualified voters and taxpayers in the City and/or the County and each director must be jointly appointed by the Knox County Commission (the "Commission") and the Council of the City of Knoxville (the "Council"); and

WHEREAS, the Commission and the Council jointly appointed a board of seven directors of the Sports Authority; and

WHEREAS, the terms of Tim Hill and Joan Cronan as directors of the Sports Authority expire on April 30, 2025; and

WHEREAS, the Commission desires to reappoint Tim Hill and Joan Cronan as directors of the Sports Authority, subject to the concurrence of the Council.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF KNOX COUNTY AS FOLLOWS:

The Commission hereby reappoints Tim Hill and Joan Cronan as Directors of the Sports Authority with each to serve a six (6) year term beginning May 1, 2025 through April 30, 2031, provided, however, such reappointments shall be contingent upon the joint approval of the Council.

BE IT FURTHER RESOLVED, that if any notifications are to be made to effectuate this Resolution, then the County Clerk is hereby requested to forward a copy of this Resolution to the proper authority.

BE IT FURTHER RESOLVED, that this Resolution is to take effect from and after its passage, as provided by the Charter of the County, the public welfare requiring it.

_____

Presiding Officer of the Commission Date

_____

County Clerk Date

Approved:_____

County Mayor Date

Vetoed:_____

County Mayor Date

CITY OF KNOXVILLE
INDYA KINCANNON, MAYOR

KNOX COUNTY
GLENN JACOBS, MAYOR

February 11, 2025

Joan Cronan
1057 Water Place Way
Knoxville, TN 37922

Dear Joan:

We want to thank you for agreeing to continue to serve on The Sports Authority of the County of Knox and City of Knoxville, Tennessee. Your work will help ensure and convey the best interest of the citizens of the City of Knoxville and Knox County in encouraging and promoting the public participation and enjoyment of professional and amateur sports, fitness, and health and recreational activities.

Your appointment will go before City Council on March 18, 2025 and before County Commission on March 31, 2025. Your term will be through April 30, 2031.

We appreciate your willingness to serve on this important committee.

Sincerely,

Indya Kincannon
Mayor

Glenn Jacobs
Mayor

c: David Brace, Chief of Staff
Chris Caldwell, Chief Financial Officer

CITY OF KNOXVILLE
INDYA KINCANNON, MAYOR

KNOX COUNTY
GLENN JACOBS, MAYOR

March 28, 2025

Tim Hill
6505 Orchard Road
Knoxville, TN 37919

Dear Tim:

We want to thank you for agreeing to continue to serve on The Sports Authority of the County of Knox and City of Knoxville, Tennessee. Your work will help ensure and convey the best interest of the citizens of the City of Knoxville and Knox County in encouraging and promoting the public participation and enjoyment of professional and amateur sports, fitness, and health and recreational activities.

Your appointment will go before City Council on March 18, 2025 and before County Commission on March 31, 2025. Your term will be through April 30, 2031.

We appreciate your willingness to serve on this important committee.

Sincerely,

Indya Kincannon
Mayor

Glenn Jacobs
Mayor

c: David Brace, Chief of Staff
Chris Caldwell, Chief Financial Officer

RLA-17127 **R-25-3-111**

COMMISSION (PRELIMINARY AGENDA)

Meeting Date:	03/20/2025
Requested By:	Jill Rosberg, LAW DEPARTMENT
Department:	COUNTY MAYOR
Requires Expenditure of Funds:	NO Funded in Current Budget: YES
Appropriation Required:	NO

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, accepting the resignation of Daniel Kevin Desmond from the Knox County Golf Board and approving the Knox County Mayor's recommendation of Rock Saraceni to complete the unfulfilled term of Mr. Desmond on the Golf Board, which term expires on December 31, 2026.
(County Mayor)

Attachments

Resolution
Resume - Rock Saraceni
Resignation of Daniel Desmond

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, ACCEPTING THE RESIGNATION OF DANIEL KEVIN DESMOND FROM THE KNOX COUNTY GOLF BOARD AND APPROVING THE KNOX COUNTY MAYOR'S RECOMMENDATION OF ROCK SARACENI TO COMPLETE THE UNFULFILLED TERM OF MR. DESMOND ON THE GOLF BOARD, WHICH TERM EXPIRES DECEMBER 31, 2026.

RESOLUTION: **R-25-3-111**

REQUESTED BY: **COUNTY MAYOR**

PREPARED BY: **KNOX COUNTY LAW DIRECTOR'S OFFICE**

APPROVED AS TO FORM AND CORRECTNESS:_____
DIRECTOR OF LAW

APPROVED:_____
DATE

VETOED:_____
DATE

VETO OVERRIDE:_____
DATE

MINUTE BOOK_____PAGE_____

WHEREAS, Daniel Kevin Desmond recently resigned from the Knox County Golf Board, leaving an unexpired term through December 31, 2026; and

WHEREAS, the Bylaws of the Knox County Golf Board provide that the Knox County Mayor (the "Mayor") shall recommend members of the Golf Board to the Knox County Commission (the "Commission") for approval; and

WHEREAS, the Mayor has recommended that the Commission appoint Rock Saraceni to serve the remaining unexpired portion of Mr. Desmond's term on the Knox County Golf Board; and

WHEREAS, the Commission desires to approve the Mayor's recommendation of Rock Saraceni for appointment to the Golf Board.

NOW THEREFORE BE IT RESOLVED BY THE COMMISSION OF KNOX COUNTY AS FOLLOWS:

The Knox County Commission hereby accepts the resignation of Daniel Kevin Desmond from the Knox County Golf Board and appoints Rock Saraceni to complete the unfulfilled term of Mr. Desmond on the Golf Board with such term to expire December 31, 2026.

BE IT FURTHER RESOLVED, that if any notifications are to be made to effectuate this Resolution, then the County Clerk is hereby requested to forward a copy of this Resolution to the proper authority.

BE IT FURTHER RESOLVED, that this Resolution is to take effect from and after its passage, as provided by the Charter of Knox County, Tennessee, the public welfare requiring it.

_____

Presiding Officer of the Commission Date

_____

County Clerk Date

Approved:_____

County Mayor Date

Vetoed:_____

County Mayor Date

NOTABLE ACHIEVEMENTS OF ROCK SARACENI:

- Two Southern Appy victories – '78 and '80 (oldest match play event in the south)
- State Senior Four-Ball Champion (with W.T. Daniels) – 2004
- All West Coast Navy Team Champion
- Knox County Senior Champion and Super Senior Champion
- Knoxville City Men's Senior Champion
- The Ridgefield's Invitational Senior Champion – 2000
- WIVK Bobby Denton Invitational – Champion
- Guinness World Record Holder – with team that hit 37,015 balls in 24 hours – 2012
- Holston Hills Senior Club Champion and Super Senior Champion
- Holston Hills Board of Directors and Greens Committee for 20+ years
- Founder and President of Knoxville Junior Interclub
- Founder and Board Chairman of Knox Area Junior Golf Association
    - Managed Beverly Park and Concord Park Par-3 golf courses in Knoxville
- Served on Knoxville City Golf Course Advisory Committee
- Served on original Board of Directors of The Wee Course
- Owner (now retired) of S.M. Athletics 1980 - 2018
    - Manufactured the *original* Black Jerseys that UT wore to beat South Carolina
    - Manufactured the very first uniforms worn by the Lady Vols
    - Serviced all sports at the University of Tennessee
- Owner of Athletic X-Press
    - The largest manufacturer of cheerleading braid/ trim in the United States
- Owner of Athletic Printers and Embroidery
    - Embroider and print athletic gear for most all high school and area college teams coast-to-coast
- Caddied on tour for college roommate, All-American and tour winner, Larry Hinson

- Worked for 42 years for the Masters Golf Tournament at the Augusta National
    - Annual guest of Jimmy Hyams on Golf Talk for post-Masters show
- Lettered in 13 sports at Knoxville Catholic High School ('59, '60, '61 and '62)
- Coach for Beaver Brook Country Club Swim Team
- Class A North Carolina PGA Professional working as Director of Golf for the Carolina Caribbean Corporation at Beech Mountain, NC and "The Reef" in St. Croix, US Virgin Islands

From: D K Desmond
To: Anna Roeder
Subject: [External]Re: Golf Advisory Board
Date: Wednesday, January 15, 2025 10:33:35 AM

Thank you for reaching out Anna. I have too many important issues on my plate so I think it best that my position be replaced with someone else.

Thank you,
Kevin Desmond

Sent from my iPad

> On Jan 15, 2025, at 9:56 AM, Anna Roeder <Anna.Roeder@knoxcounty.org> wrote:
>
> Daniel,
>
> I am reaching out to you as it seems that you were appointed to our Golf Advisory Board back in 2023. I am contacting you to verify if you are able and willing to still be a member of the board.
>
> Please feel free to give me a call to discuss this.
>
> Thank you!
>
> **Anna Roeder**
> Finance and Administration Director
> Parks and Recreation
> Office: 865-215-6610 | Cell: 865-369-8565
> 2447 Sutherland Avenue
> Knoxville, TN 37919
>
> <image001.png>

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>>>CAUTION<<<

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RLA-17126 **R-25-3-301**

COMMISSION (PRELIMINARY AGENDA)

Meeting Date:	03/20/2025
Requested By:	Allison Rogers, SHERIFF
Department:	SHERIFF
Requires Expenditure of Funds:	YES Funded in Current Budget: YES
Appropriation Required:	NO

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, approving the AIA agreement with BarberMcMurry Architects LLC for the provision of design and engineering services for the KCSO Academy building in the amount of $409,500.00.
(Sheriff)

Attachments

Resolution

Academy Design Services Agreement

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, APPROVING THE AIA AGREEMENT WITH BARBERMCMURRY ARCHITECTS LLC FOR THE PROVISION OF DESIGN AND ENGINEERING SERVICES FOR THE KCSO ACADEMY BUILDING IN THE AMOUNT OF $409,500.00.

RESOLUTION: **R-25-3-301**

REQUESTED BY: **SHERIFF**

PREPARED BY: **KNOX COUNTY LAW DIRECTOR'S OFFICE**

APPROVED AS TO FORM AND CORRECTNESS:_____
DIRECTOR OF LAW

APPROVED:_____
DATE

VETOED:_____
DATE

VETO OVERRIDE:_____
DATE

MINUTE BOOK_____PAGE_____

WHEREAS, Knox County and the Knox County Sheriff's Office have determined the need for a KCSO Academy building; and

WHEREAS, BarberMcMurry Architects LLC has been selected as the architect to perform the design and engineering services for the KCSO Academy building, as further detailed in the attached agreement; and

WHEREAS, the proposed agreement with BarberMcMurry Architects LLC is in the amount of $409,500.00.

NOW THEREFORE BE IT RESOLVED BY THE COMMISSION OF KNOX COUNTY AS FOLLOWS:

The AIA agreement with BarberMcMurry Architects LLC for the provision of design and engineering services for the KCSO Academy building is hereby adopted and approved in substantive form as presented this date, a copy of which is attached to this Resolution and incorporated herein by reference.

BE IT FURTHER RESOLVED, the AIA agreement with BarberMcMurry Architects LLC for the provision of design and engineering services for the KCSO Academy building shall be executed subject to such amendment or action not affecting the substantive provisions of the contract as may be required and approved by the Knox County Law Director.

BE IT FURTHER RESOLVED, that if any notifications are to be made to effectuate this Resolution, then the County Clerk is hereby requested to forward a copy of this Resolution to the proper authority.

BE IT FURTHER RESOLVED, that this Resolution is to take effect from and after its passage, as provided by the Charter of Knox County, Tennessee, the public welfare requiring it.

_____

Presiding Officer of the Commission Date

_____

County Clerk Date

Approved:_____

County Mayor Date

Vetoed:_____

County Mayor Date

AIA® Document B101® – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the Sixth day ofFebruary in the year Two Thousand Twenty-Five
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

Knox County Sheriff's Office ("KCSO")
400 Main Street, City-County Bldg.
Suite L165
Knoxville, TN 37902

and the Architect:
(Name, legal status, address and other information)

BarberMcMurry Architects LLC ("BMA")
505 Market Street, Suite 300
Knoxville, TN 37902

for the following Project:
(Name, location and detailed description)

Project No. 2500400 /KCSO Cadet Academy
Provide basic design services for a new, one-story facility approximately 18,000 square feet located across from the current KCSO Training Facility on Maloneyville Road, Knoxville, TN. To house (50) cadets along with living, kitchen, classroom, and ancillary spaces.

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.
(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:
(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

This new facility is one-story, approximately 18,000 square feet, and is programmed to house (50) cadets along with living, kitchen, classroom, and ancillary spaces. Parking will be shared with the adjacent Training Facility with ADA and additional parking spaces located with the new facility.

§ 1.1.2 The Project's physical characteristics:
(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:
(Provide total and, if known, a line item breakdown.)

$6,300,000

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

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.1 Design phase milestone dates, if any:

N/A

.2 Construction commencement date:

"TBD"

.3 Substantial Completion date or dates:

"TBD"

.4 Other milestone dates:

N/A

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

N/A

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

N/A

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

Mr. Hugh Holt, Procurement Director/Grant's Administrator
Knox County Sheriff's Office
400 W Main Street
Knoxville, TN 37902

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

N/A

§ 1.1.9 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

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.2 Civil Engineer:

Retained by Architect

.3 Other, if any:
(List any other consultants and contractors retained by the Owner.)

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

Michael T. Dooley, AIA
BarberMcMurry Architects LLC
505 Market Street, Suite 300
Knoxville, TN 37902

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

Bender & Associates Structural Engineers LLC
110 Forest Court
Knoxville, TN 37919

.2 Mechanical, Plumbing and Fire Protection Engineer:

IC Thomasson Associates
800 S Gay Street, Suite 2021
Knoxville, TN 37929

.3 Electrical Engineer:

IC Thomasson Associates
800 S Gay Street, Suite 2021
Knoxville, TN 37929

.4 Civil Engineer:
Robert G. Campbell & Associates
7523 Taggert Lane
Knoxville, TN 37938

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.5 Landscape Architecture:
The Penland Studio, Inc.
2110 Holderwood Lane
Knoxville, TN 37922

§ 1.1.11.2 Consultants retained under Supplemental Services:

N/A

§ 1.1.12 Other Initial Information on which the Agreement is based:

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than One Million Dollars ($ 1,000,000) for each occurrence and Three Million Dollars ($ 3,000,000) in the aggregate for bodily injury and property damage.

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§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars ($ 1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than Five Hundred Thousand Dollars ($ 500,000) each accident, Five Hundred Thousand Dollars ($ 500,000) each employee, and Five Hundred Thousand Dollars ($ 500,000) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than Three Million Dollars ($ 3,000,000) per claim and Five Million Dollars ($ 5,000,000) in the aggregate.

§ 2.5.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

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§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

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User Notes: (3B9ADA3E)

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

.1 facilitating the distribution of Bidding Documents to prospective bidders;
.2 organizing and conducting a pre-bid conference for prospective bidders;
.3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
.4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

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§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

.1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;

.2 organizing and participating in selection interviews with prospective contractors;

.3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,

.4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, construction supervision, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect and its Consultants shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

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§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

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§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

.1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;

.2 issue Certificates of Substantial Completion;

.3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,

.4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service.

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Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

(Table Deleted)

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

.1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;

.2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;

.3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;

.4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;

.5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;

.6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;

.7 Preparation for, and attendance at, a public presentation, meeting or hearing;

.8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;

.9 Evaluation of the qualifications of entities providing bids or proposals;

.10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,

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.11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

.1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;

.2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;

.3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;

.4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,

.5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

.1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor

.2 Twelve (12) visits to the site by the Architect during construction

.3 Three (3) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents

.4 Two (2) inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within two (2) months of the originally agreed to date of Substantial Completion , through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as

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applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include but not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

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§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

.1 give written approval of an increase in the budget for the Cost of the Work;
.2 authorize rebidding or renegotiating of the Project within a reasonable time;
.3 terminate in accordance with Section 9.5;
.4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
.5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; . In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

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§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and

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filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box.)

[ ] Arbitration pursuant to Section 8.3 of this Agreement

[X] Litigation in a court of competent jurisdiction

[ ] Other: *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§

(Paragraphs Deleted)

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to

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termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:
(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

(Paragraphs Deleted)

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

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§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

.1 Stipulated Sum
(Insert amount)

A Stipulated Sum of Four Hundred Nine Thousand Five Hundred Dollars ($409,500). This fee does not include geotechnical and site surveying services.

(Paragraph Deleted)

(Paragraph Deleted)

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Included in 11.1, above.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

The Architect shall be compensated at its standard hourly rates (See Exhibit A) for time expended on authorized Additional Services.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus percent (%), or as follows:

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(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

Amount invoiced to the Architect times One and One Quarter (1.25).

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	Twenty-Five	percent (	25	%)
Design Development Phase	Twenty-Five	percent (	25	%)
Construction Documents Phase	Twenty-Five	percent (	25	%)
Procurement Phase	Five	percent (	5	%)
Construction Phase	Twenty	percent (	20	%)
Total Basic Compensation	one hundred	percent (	100	%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. *(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

See Exhibit A for Architect's hourly billing rates.

Employee or Category	Rate ($0.00)

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

.1 Transportation and authorized out-of-town travel and subsistence;
.2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
.3 Permitting and other fees required by authorities having jurisdiction over the Project;
.4 Printing, reproductions, plots, and standard form documents;
.5 Postage, handling, and delivery;
.6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
.7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
.8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
.9 All taxes levied on professional services and on reimbursable expenses;
.10 Site office expenses;
.11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,

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.12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants times One and Fifteen Hundredths (1.15 %) of the expenses incurred.

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:
(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

§ 11.10 Payments to the Architect
§ 11.10.1 Initial Payments
§ 11.10.1.1 An initial payment of Zero ($ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of ($) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 Progress Payments
§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

One percent (1%) per month %

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS
Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

12.1 The above fee includes any federal, state or local sales, service, or other taxes which are applicable as of the date of this Agreement (the "Effective Date"). Any new taxes which are imposed by law after the Effective Date will be considered an additional cost and will be added to the above fees.

12.2 The Architect will maintain during the Project and for a period of one year after Substantial Completion of the Project a professional liability insurance policy in the amount of Five Million Dollars ($5,000,000) in the aggregate, to protect against negligent errors or omissions in connection with the Architect's professional services. ~~Provided coverage exists under the insurance policy, Owner agrees to look solely to the amounts available under said policy~~

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for any claims arising out of, in connection with or resulting from services under this Agreement. Provided coverage exists, the Architect shall have no liability (direct or indirect) to the Owner for any alleged errors, omissions, or other claims except to the extent of said insurance proceeds. A certificate evidencing and confirming the Architect's professional liability insurance policy shall be issued to the Owner and it shall state therein that the policy shall not be canceled except upon 30 days written notice to the Owner.

12 3 Services for furniture, fixtures and equipment (FF&E) interior bid package is not included in Architect's Basic Services. Commerical kitchen design and acoustical design services are not included in Architect's Basic Services.

12.4 The parties acknowledge that Architect is a limited liability company and Owner is a ~~corporation or limited liability company~~ Governmental Entity. The parties agree that any claim made by a party arising out of any act or omission of any director, officer or employee of the other party, in the execution or performance of this Agreement, shall be made against the ~~corporation~~ Entity and not against such director, officer or employee. ~~Notwithstanding the foregoing, if Owner is not a corporation or limited liability company, Owner's liability is not limited by the terms of this provision.~~

12.5 Nothing contained in this Agreement shall require Architect to exercise professional skill and judgment greater than that which can be reasonably expected from other architects performing similar services to those required hereunder. No fiduciary agreement or relationship is intended or implied. Architect makes no warranties or guarantees, express or implied. This limitation shall not be modified by any certification or representation made by Architect as an accommodation upon request of Owner. Architect shall not be responsible for any failure to follow or apply any knowledge or techniques which were not generally known, acknowledged or accepted as of the time during which Architect is performing its services under this Agreement. The parties acknowledge that no set of plans and specifications is entirely free of errors and omissions and the existence of an error or omission does not automatically constitute a breach of the standard of care. Owner shall establish a reasonable contingency line item in the construction budget to cover premium costs resulting from errors and omissions, and Architect shall not be liable therefore unless the errors and omissions both exceed a reasonable contingency amount and constitute a breach of the standard of care.

12.6 In order to minimize construction problems and change orders, Architect's standard practice requires the completion of detailed working drawings, submission for review and comment by reviewing agencies and incorporation of those comments and/or changes prior to bidding and entering into firm construction contracts. However, Owner may choose to accelerate the completion of the work so that it is completed in a shorter time period than would normally be required. Owner agrees that if the decision to fast-track the Project is made after the scope and fee for Basic Services has been agreed upon, Architect's additional fees associated with the fast-track process will be considered a contingent additional service and Owner shall compensate Architect for such additional fees pursuant to Section 3.3 of this Agreement. Owner understands that if construction or furnishings contracts are let prior to the completion of final working drawings and specifications there may be increases in costs and change orders caused by the inability to coordinate Construction Documents, and the inability to make various decisions until after early bids are received and some construction undertaken. Architect has no responsibility for these conditions.

~~12.7~~ The Owner may choose to disregard the advice of Architect or may otherwise choose to deviate during construction ~~from the construction~~ documents prepared by Architect. Therefore, Owner hereby indemnifies and holds harmless Architect, its agents, ~~employees and consultants~~ from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees and ~~economic~~ damages, arising out of, in connection with, or resulting from the performance (or failure to perform) of any aspect of construction of the Project, where the Owner has knowingly authorized or permitted a deviation from any document prepared by Architect which, over

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~~Architect's objection, has not been corrected or where the Owner has elected not to follow any recommendation of~~ Architect. In the event that Architect or any ~~other party indemnified hereunder is required~~ to bring an action to enforce the provisions of this indemnity, ~~the indemnifying~~ party shall pay the attorneys' ~~fees and costs incurred by~~ the ~~indemnified party~~ in bringing this action.

12.8 Owner will cause Architect, their Consultants and Employees to be named as additional named insureds under the Builders' Risk Insurance applicable to the Project and under any Owner's Protective Policy applicable to the Project.

12.9 The Americans with Disabilities Act ("ADA") provides that it is a violation of the ADA to design and construct a facility that does not meet the accessibility and usability requirements of the ADA unless it can be demonstrated that it is structurally impractical to meet such requirements.Owner understands that the requirements of the ADA will be subject to various and possibly contradictory interpretations.Architect, therefore, will use its reasonable professional efforts and judgment to interpret applicable ADA requirements and other federal, state and local laws, rules, codes, ordinances and regulations as they apply to the Project. Architect, however, cannot and does not warrant or guarantee that the Owner's Project will comply with all interpretations of ADA requirements and/or requirements of other federal, state and local laws, rules, codes, ordinances and regulations as they apply to the Project.

12.10 If Architect is required to deliver any services required hereunder in the form of digital encoded media, the printed representation of drawings and specifications issued for the Project by Architect shall be the official record of Architect's service provided upon completion of the services and payment in full. Owner agrees to execute Architect's Standard Agreement for Release of Digital Documents to Owner as a condition precedent to the release of any digital media by Architect. ~~Owner shall have a right to rely only on the printed representation in connection with any subsequent modification of such digital media and agrees to indemnify, defend and hold Architect harmless from all cost and expense, including attorneys' fees, from claims which arise out of modification or re-use of such digital media or printed representation by or on behalf of Owner without Architect's consent.~~ Under no circumstances shall transfer of drawings and other instruments of service on digital media for use by Owner, be deemed a sale by Architect, and Architect makes no warranties of merchantability or fitness for a particular purpose. Owner hereby specifically requests Architect to release digital encoded media to Architect's consultants and Owner's Contractor for the Consultants' and Contractor's reference in assisting the Owner on the Project. All such releases to Architect's consultants and the Contractor will prohibit the consultants and the Contractor from using the digital media for any other purpose.

12.11 Value engineering is the detailed, systematic review of the design concepts, construction techniques, materials and building types associated with a project solely in terms of life cycle costs in an attempt to obtain value for every dollar spent. If Owner chooses to engage in value engineering, Owner shall either retain the services of an independent Value Engineer ("VE") to perform the above review services to be completed at a stage no later than 50% Design Development, or pay a mutually agreeable sum to Architect to perform the above review services at a stage no later than 50% Design Development. If value engineering occurs at a stage later than 50% Design Development, Owner acknowledges that schedule and cost impacts may occur. If Owner chooses to retain an independent VE, all recommendations of the VE shall be given to Architect for its review and adequate time will be provided for Architect to respond to these recommendations. Architect shall be compensated as a Change in Services for time spent to review the recommendations of the VE and to incorporate those accepted by both Owner and Architect. Objections to any recommendations made by the VE shall be stated in writing, and Owner agrees that Architect shall not be responsible for any damage, cost or liability which arises in connection with or as a result of the incorporation of such design changes.

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12.12 The Contractor may make recommendations to Architect regarding the selection of systems, materials and cost reducing alternatives. Architect shall review the Contractor's cost reduction proposals and incorporate those accepted by Owner into the documents. Such review and incorporation by Architect shall be payable by Owner as a Change in Service. The process shall be completed at a stage no later than 50% Design Development. If such process occurs later than 50% Design Development, Owner acknowledges that cost and schedule impacts may occur. Owner also acknowledges that cost reduction proposals may substitute systems or materials of lower initial cost, quality and performance than those that were initially selected.

12.13 If the Project involves remodeling and/or rehabilitation of an existing structure, Owner acknowledges that certain assumptions may be made regarding existing conditions. Because some of those assumptions may not be verifiable without expending additional sums of money or destroying otherwise adequate or serviceable portions of the building, the Owner agrees to release Architect from liability for any claim or cost for injury or economic loss arising out of the professional services provided under this Agreement with respect to the verification of existing conditions. However, nothing in this Agreement shall release Architect from liabilities, damages or costs attributable to its sole negligence or willful misconduct.

12.14 The Owner acknowledges that the Architect has project experience with most contracting entities in the geographic region. As such, the Architect may believe that certain contracting entities may not have the expertise and/or proper qualifications for all or portion of the project. If, against the advice of the Architect, one of these entities is hired as the construction entity; the Architect reserves the right to charge hourly for any and all services during Bidding and Negotiations and/or Construction Administration. The minimum amount for these services will be the contract amount listed herein. There shall be no maximum. ~~Additionally, the Owner agrees to defend and hold harmless the Architect, its officers, directors, employees, and consultants (collectively Architect) from and against all damages, liabilities or costs including reasonable attorney fees and defense costs arising out of or in any way connected with the services performed under this Agreement. If the Owner chooses to terminate the Architect once this becomes actionable, the Owner agrees to defend and hold harmless the Architect against any claims made relative to the Architect's services. In consideration of the substantial risks to the Architect in rendering professional services in connection with the Project as a result of such contracting entities, the Owner also agrees to make no claim and hereby waives, to the fullest extent permitted by law, any claim or cause of action of any nature against the Architect, its officers, directors, employees, and consultants (collectively Architect), which may arise out of or in connection with this Project or the performance of the services under this Agreement by any of the parties named above.~~

12.15 Neither Party shall be liable to the other for any failure or delay in performing an obligation under this Agreement that is due to any of the following causes, to the extent beyond its reasonable control: acts of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, breakdown of communication facilities, breakdown of web host, breakdown of internet service provider, natural disasters and catastrophes, governmental acts or omissions, orders of health departments or other government officials, changes in laws or regulations, national strikes, fire, explosion, or other causes of damage to the Project site, or generalized lack of availability of raw materials or energy. The Architect and its consultants shall not be required to perform any service that would require or may result in exposure of their employees to hazardous or unsafe conditions. Remote meetings and remote site observations and inspection by camera, web camera, video camera, unmanned aerial vehicle, or similar platform is authorized for all purposes if reasonably necessary to avoid exposing such employees to unsafe conditions. Force Majeure shall not include (a) financial distress nor the inability of either party to make a profit or avoid a financial loss, (b) changes in market prices or conditions, or (c) a party's financial inability to perform its obligations hereunder.

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ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

.1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect

(Paragraph Deleted)

.3 Exhibits:

(Check the appropriate box for any exhibits incorporated into this Agreement.)

[ ] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this agreement.)

[x] Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

Exhibit A - Hourly Rates

.4 Other documents:

(List other documents, if any, forming part of the Agreement.)

This Agreement entered into as of the day and year first written above.

OWNER (Signature)	**ARCHITECT** (Signature) Michael T. Dooley, AIA Senior Vice President
(Printed name and title)	*(Printed name, title, and license number, if required)*

KNOX COUNTY, TENNESSEE

GLENN JACOBS **Date**
KNOX COUNTY MAYOR

Contract No.: 25-109
APPROVED AS TO LEGAL FORM
Knox County Law Director Date 3/5/25

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User Notes: (3B9ADA3E)

BARBERMcMURRY
architects since 1915

EXHIBIT A
HOURLY PERSONNEL BILLING RATES

JANUARY 2025 THROUGH DECEMBER 2025

CLASSIFICATION	RATE
Legal Support / Post Occupancy	$ 525
Sr. Partner-In-Charge	305
Partner-In-Charge	275
Specifications Manager	185
Director of Communications	180
Design Manager	180
Project Manager III	160
Construction Administrator	160
Project Manager II	155
Project Architect III	145
Project Manager I	140
Project Architect II	140
Interior Designer III	135
Designer III	130
Controller	130
Senior Technical Secretary	125
Project Architect I	125
Designer II	125
Interior Designer II	120
Designer I	120
Submittals Coordinator II	115
Interior Designer I	110
Architectural Graduate	110
Interior Design Graduate	100
Submittals Coordinator I	100
Architectural Student	90
Interior Design Student	90

We reserve the right to modify these rates to reflect normal salary review practices.

bma BARBERMcMURRY
architects since 1915

October 24, 2024

Hugh Holt
Procurement Director/Grants Administrator
Knox County Sheriff's Office
400 W. Main Street
Knoxville, TN 37902

Subject: KCSO Cadet Academy Architectural Services Proposal

Dear Hugh,

The following is BarberMcMurry Architects' (BMA's) proposal for the above referenced project. The following is a an outline of scope and description of services to be provided.

Based on previous discussions and our meeting on site, the proposed Cadet Academy will be located on a parcel across from the current Training Facility on the Maloneyville Road campus. This new facility will be one-story, approximately 18,000 square feet, and will house 50 cadets along with living, kitchen, and ancillary spaces. Also, our team will explore the option of sharing the existing Training Facility parking lot across the street. Some parking will need to be provided at the new facility.

BMA will utilize the services of Robert G. Campbell & Associates to assist with site planning and civil engineering.

For your planning purposes, our opinion of construction cost is $6,300,000. The total architectural and engineering services fee is $409,500.00 (6.5%) and is broken down per phase as follows.

Schematic Design	25%	$102,375.00
Design Development	25%	$102,375.00
Construction Documents	25%	$102,375.00
Bidding & Negotiation	5%	$20,475.00
Construction Administration	20%	$81,900.00
TOTAL	**100%**	**$409,500.00**

If you prefer, we can provide Schematic Design services which includes a Site Plan, Floor Plan, Elevations, and 3-D Images and pause until you are ready to proceed into the Design Development and Construction Document phases. This will allow time for your planning and approvals and when ready we can proceed using the Schematic Design.

Please note our fee does not include surveying or geotechnical investigation services.

We appreciate the opportunity to assist in this exciting new facility for the KCSO.
Please do not hesitate to contact me if you have any questions.

Sincerely,

BarberMcMurry Architects LLC

Michael T. Dooley, AIA
Senior Vice President

RLA-17139 **R-25-3-302**

COMMISSION (PRELIMINARY AGENDA)

Meeting Date: 03/20/2025

Requested By: Drucilla Stills, COUNTY COMMISSION

Department: SHERIFF

Requires Expenditure of Funds: Funded in Current Budget:

Appropriation Required:

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, approving the Sourcewell contracts with Galls, LLC for the provision of ballistic vests and uniforms.
(Sheriff)

Attachments

Resolution

Contract - Uniforms & Accessories

Contract - Body Armor

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, APPROVING THE SOURCEWELL CONTRACTS WITH GALLS, LLC FOR THE PROVISION OF BALLISTIC VESTS AND UNIFORMS.

RESOLUTION: **R-25-3-302**

REQUESTED BY: **SHERIFF**

PREPARED BY: **KNOX COUNTY LAW DIRECTOR'S OFFICE**

APPROVED AS TO FORM AND CORRECTNESS:_____
DIRECTOR OF LAW

APPROVED:_____
DATE

VETOED:_____
DATE

VETO OVERRIDE:_____
DATE

MINUTE BOOK_____PAGE_____

WHEREAS, Sourcewell is a State of Minnesota local government agency and service cooperative that offers cooperative procurement solutions to government entities; and

WHEREAS, Sourcewell issued separate public solicitations for Body Armor with Related Accessories, Equipment, and Services and Uniforms with Related Products and Services from which Galls, LLC was awarded contracts; and

WHEREAS, the Knox County Sheriff's Office desires to use the Sourcewell contracts with Galls, LLC to purchase ballistic vests and uniforms; and

WHEREAS, the attached Sourcewell contracts with Galls, LLC set forth the terms and conditions under which the Knox County Sheriff's Office may utilize the contracts to purchase ballistic vests and uniforms.

NOW THEREFORE BE IT RESOLVED BY THE COMMISSION OF KNOX COUNTY AS FOLLOWS:

The Sourcewell contracts with Galls, LLC for the provision of ballistic vests and uniforms are hereby adopted and approved in substantive form as presented this date, copies of which are attached to this Resolution and incorporated herein by reference.

BE IT FURTHER RESOLVED, that the Sourcewell contracts with Galls, LLC for the provision of ballistic vests and uniforms shall be executed subject to such amendment or action not affecting the substantive provisions of the contracts as may be required and approved by the Knox County Law Director.

BE IT FURTHER RESOLVED, that if any notifications are to be made to effectuate this Resolution, then the County Clerk is hereby requested to forward a copy of this Resolution to the proper authority.

BE IT FURTHER RESOLVED, that this Resolution is to take effect from and after its passage, as provided by the Charter of Knox County, Tennessee, the public welfare requiring it.

_____

Presiding Officer of the Commission Date

_____

County Clerk Date

Approved:_____

County Mayor Date

Vetoed:_____

County Mayor Date

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Solicitation Number: RFP #011124

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Galls, LLC, 1340 Russell Cave Rd., Lexington, KY 40505 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Uniforms with Related Products and Services from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

EXPIRATION DATE AND EXTENSION. This Contract expires March 25, 2028, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

B. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

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A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

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A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;

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- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized

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subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

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A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not

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added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. ASSIGNMENT. Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

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D. WAIVER. Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. CONTRACT COMPLETE. This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

    a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.

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b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

2. *Limited Right of Sublicense*. The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination*. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

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14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

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The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*
Workers' Compensation: As required by any applicable law or regulation.
Employer's Liability Insurance: must be provided in amounts not less than listed below:
Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.
Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for products liability-completed operations
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

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no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:
$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability*. During the term of this Contract, Supplier will maintain coverage for all claims the Supplier may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Supplier's professional services required under this Contract.

Minimum Limits:
$2,000,000 per claim or event
$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:
$2,000,000 per occurrence
$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

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Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

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Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier's Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with

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the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

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Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and

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records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

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R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell	Galls, LLC
DocuSigned by: Jeremy Schwartz C0FD2A139D06489...	DocuSigned by: Mike Fadden 0C4B71230FBF488...
By: _____	By: _____
Jeremy Schwartz	Mike Fadden
Title: Chief Procurement Officer	Title: CEO
Date: 3/28/2024 | 10:24 AM CDT	Date: 3/28/2024 | 7:01 AM PDT

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RFP 011124 - Uniforms with Related Products and Services

Vendor Details

Company Name:	Galls, LLC
Address:	1340 Russell Cave Road Lexington, KY 40505
Contact:	Tiffany Brewer
Email:	brewer-tiffany@galls.com
Phone:	859-800-1406
HST#:	20-3545989

Submission Details

Created On:	Tuesday January 09, 2024 07:29:54
Submitted On:	Thursday January 11, 2024 11:48:26
Submitted By:	Tiffany Brewer
Email:	brewer-tiffany@galls.com
Transaction #:	54f2729c-c672-4dd6-89d7-f477d7c11b25
Submitter's IP Address:	4.30.235.194

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond “N/A” if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Galls, LLC	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Patriot Outfitters, LLC US Patriot Tactical	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Galls, LLC dba Galls Long Beach Uniforms Quartermaster, LLC Postal Uniform Xpress Postal Uniforms Direct Postal Uniforms Online Postal Uniform Discounters American Postal Uniforms Wasserman Uniforms A.M.E.'s Uniforms Patriot Outfitters, LLC Carpenter Uniforms and Promotional Products Red the Uniform Tailor Miller Uniforms and Emblems Inc. KEEPRS Inc. Cruse Uniforms & Equipment Inc Samzie’s LTD Lark Uniform Company Inc. Universal Uniforms Sales Co., Inc. Keystone Uniforms OC On Guard Apparel US Patriot Tactical	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	G7DPAK2M4HP1	*
5	Proposer Physical Address:	1340 Russell Cave Rd. Lexington, KY 40505	*
6	Proposer website address (or addresses):	www.galls.com	*
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the “Proposer’s Assurance of Compliance” on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Mike Fadden, CEO 844-464-2557 fadden-mike@galls.com 1340 Russell Cave Rd. Lexington, KY 40505	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Tiffany Brewer Sr. Mgr. Contract Compliance 859-800-1406 brewer-tiffany@galls.com	*
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Matt Andrews, Regional Director - Sales andrews-matthew@galls.com 859-800-1167	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Galls has been in business for over 57 years servicing the Public Safety market; specializing in law, fire, security, corrections, emergency medical services, federal government, military, postal and transit uniforms, footwear, and equipment. Galls is headquartered in Lexington, KY and employs more than 1600 employees. Galls generates over $560 million in annual sales by servicing over one million individuals and 68% of all public safety agencies annually. Our goal to is to make sure that we can be proud of the service and products we provide. Our core customer's constantly put their lives on the line to protect the people in this country and we want to show them that we are as dedicated to them as they are to us. We are more than capable of supplying and delivering the uniforms and accessories to participating members facilities per the specifications over the term of the contract. We are proud to serve America's Public Safety Professionals	*
11	What are your company's expectations in the event of an award?	We expect that this contract will function similarly to our current contract with Sourcewell for body armor and other nationwide Co-Ops. If awarded, we will share this contract with other awarded vendors and it will be our responsibility to market our products and services.	*
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	See attached	*
13	What is your US market share for the solutions that you are proposing?	20%	*
14	What is your Canadian market share for the solutions that you are proposing?	Galls does not supply at this time but would be interested in exploring that option with the Sourcewell contract.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	Galls,LLC has never petitioned for Bankruptcy	*
16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Galls is the largest public safety uniform and equipment distributor in the United States. Galls website features all authorized products and manufacturers that we are eligible to supply. We have manufacturers that range in size from small/locally owned to nationally recognized names such as Lion/Elbeco, Fechheimer, and 5.11 to name a few.	*
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	N/A	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Galls is not currently or previously suspended/debarred by any local, state, federal agencies within the last 10 years.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
19	Describe any relevant industry awards or recognition that your company has received in the past five years	Newsweek's America's Greatest Workplaces 2023 Newsweek's America's Greatest Workplaces for Diversity 2023 Military Times Best for Vets Employer 2023 Recipient of the NAUMD Best Dressed Correctional, Police & Sheriff Small Agency 2023 Recipient of the NAUMD Best Dressed Police & Sheriff K-9 Unit 2022 Recipient of the NAUMD Best Dressed Emergency Services Large Fire House 2022 Recipient of the NAUMD Best Dressed Police & Sheriff Motorcycle Unit 2022 Recipient of the NAUMD Best Dressed Government: BOF 2022 Recipient of the NAUMD Image of the Year: Transportation 2022	*
20	What percentage of your sales are to the governmental sector in the past three years	Approximately 80% of our business is to the public safety sector on the local, state, and federal level.	*
21	What percentage of your sales are to the education sector in the past three years	Approximately 5-8%	*
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Buyboard : $5mm NYHIRE : $100,000 COSTARS : $200,000 STARS Alliance : $305,000 SOURCEWELL: $200,000	*
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	GSA : $10mm annually	*

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
San Antonio Fire Department	Joe Arrington, Public Information Officer	210-207-4926	*
Houston Fire Department	Jaime Arrendondo, Division Manager/Logistics	832-395-8538	*
Phoenix Fire Department	Captain Keith Rogers	602-510-2038	*

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
City of Atlanta PD	Government	Georgia - GA	Uniforms, equipment, body armor, branch location, customer specific website	Varies by individual and department wide purchases	2021 - $1.7m 2022 - $2m 2023 - $1.5m	*
City of Los Angeles	Government	California - CA	Uniforms, equipment, body armor, branch location, customer specific website	Varies by individual and department wide purchases	2021 - $2.5m 2022 - $3m 2023 - $2.9m	*
City of Houston Police Department	Government	Texas - TX	Uniforms, equipment, body armor, branch location, customer specific website	Varies by individual and department wide purchases	2021 - $800k 2022 - $800k 2023 - $800k	*
Metropolitan Police Department	Government	District of Columbia - DC	Uniforms, equipment, body armor, branch location, customer specific website	Varies by individual and department wide purchases	2021 - $2.6m 2022 - $2.6m 2023 - $2.6m	*
City of Austin Police	Government	Texas - TX	Uniforms, equipment, body armor, branch location, customer specific website	Varies by individual and department wide purchases	2021 - $2m 2022 - $2m 2023 - $2m	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
26	Sales force.	Galls has over 90 outside sales reps across the country. We have 80 inside sales reps in our Lexington home office. We have 10 Account Development Reps that assist with service responsibilities in their market as well as manage their own portfolio of mid sized customers. We also have an additional Business Development team consisting of approximately 25 team members that target new business opportunities. Finally we have a branch network of over 60 locations nationwide and have rolled out a new program.	*
27	Dealer network or other distribution methods.	We are the largest public safety distributor in the United States and are setup with every major manufacturer in the market. We have over 1500 dealer partnerships and are a dealer for most major body armor manufacturers. Products will ship directly from one of our locations or we will arrange for a drop ship from the manufacturer directly to the end user.	*
28	Service force.	Our Sales team manages most of our service work but in addition to the sales we manage all operations in house. With onsite accounting, marketing, inventory management, and contract management teams Galls provides the best service behind the scenes to ensure our customers have their products timely, invoices are submitted and paid properly, and we adhere to compliance of all contractual agreements. Galls may provide onsite sizing or arrange for sizing at one of our various retail locations. Our field and branch teams are trained for fittings and sizing and can provide premier service.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Galls will take and fulfill all orders. We provide a full service ordering process with online, in person, over the phone, or through email. This allows our customers to purchase whichever way is easiest for them. Agency support is available to all participating entities via our Customer Care team or assigned agency representative. Our customers can also utilize any of our branch locations to be sized and place orders directly. Lastly, we have an online ordering portal known as eQuip we can setup Sourcewell pricing on its exclusive online ordering portal to be utilized by our customers.	*
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Galls has assembled the best team of dedicated professionals to serve the Public Safety needs of the participating entities. Customers utilizing the Co-Op will have personal contacts here at Galls. These contacts will work to coordinate with our merchandisers, inventory planner, and Value Added Service team alterations/customization) to make sure we meet the customers needs for comfort, performance, and design.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Galls will work with each participating entity to work out the best program solution. We will leverage our strong sales force and our nationwide retail branches in almost every major city across the country.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	We have retail branches nationwide in almost every major city across the country. We have an outside sales force for every state that are actively pushing and pursuing new opportunities. We have service representatives both inside and outside that are supporting our sales efforts on a daily basis. We are equipped, ready, willing and eager to provide products and services across the United States to Sourcewell participants.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	This is something we would certainly be interested in but would rely on our partnership with Sourcewell and our success in the Canadian market to dictate what services we could provide. We do not have a sales force in Canada and do not sell into Canada at the moment. This would take some additional steps for us to provide products and services in Canada.	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	We are able to service any Sourcewell entities. Due to the nature of some items any restrictions due to state and local compliance will be identified at the time of order.	*

35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	We service both Hawaii and Alaska today and have contracts or business relationships in both states. We do not have sales reps in/on those states but can service those markets and send people to service those customers if necessary to do so.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	We have a marketing and sales team that will focus on making sure that our customers understand all the advantages of using the Sourcewell contract. They will do this through marketing campaigns, direct emails, mailing list and in person visits.	*
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	We promote using online website, social media (Facebook, Twitter, Instagram) and email blasts. We have several that go out each day and can tailor the content to certain markets, certain diameters/mile radius' to target the necessary contacts and promote our partnership or our e-commerce capabilities to service the Sourcewell contract.	*
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	We understand that it is our responsibility to market and promote our contract. Sourcewell's role will be minimal.W e hope to obtain leads on customer's we may not have a relationship built with, but it will be our job to reach out, contact those customers and convince them to partner with us on Sourcewell.	*
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	These products and services are available through an e-procurement ordering system that is exclusive to Galls and Galls customers known as eQuip. Galls also offers the ability to create customized Online Ordering System ("eQuip") that will meet and exceed the expectations of our customers to offer an additional way to purchase your contracted equipment. eQuip is a real time, secure online ordering system which is fully integrated into the Galls ERP platform. eQuip will allow customers to manage uniform allotments, track orders, restrict views by rank or location, customize items, see inventory availability, manage inventory, track body armor expirations, and customize on demand reports for the agency, individual, or unit to provide a seamless order process. eQuip will notify customers of any backordered items in real time during order placement. Galls will work closely with our manufacturers to obtain product quickly to maintain stock of necessary uniform and equipment. The efficiencies gained by utilizing the Galls on-line solution result in real dollar savings beyond evaluating product at a line item basis. By utilizing this eQuip system you are eliminating a lot of the hidden costs with managing your uniform program. Such as managing multiple suppliers (Galls with over 1500 manufacturer partnerships can be your one stop shop) Travel down-time (time spent traveling to and from a store location to be sized or place orders can now be done from any mobile device). By utilizing eQuip you are lowering costs just by saving time, money and hours managing your uniform program, and increasing your buying power. Galls currently operates more than 15,000 eQuip sites nationwide, covering departments and agencies of all sizes between 5 and 100,000 users. eQuip capabilities will include: • Secure online ordering system o Site only accessible by username/password as assigned by customers o Grand Junction Fire contract pricing pre-loaded into each specific website. • Mobile device capability • Customer specific configuration • Product offering management o Individual Department products only o Products by employee group • Optional shop full catalog feature • Integrated with Galls ERP system • Flexible On-Demand Reporting The Galls eQuip web system is an in-house technology owned and operated by Galls. This is important because it allows Galls to control the timelines of implementations and changes throughout the contract in a timeframe that is acceptable to the user. Galls does not outsource any of the work needed to build and maintain the website. The Galls eQuip system is a force multiplier for your department that will dramatically amplify your effectiveness in managing contract purchases at no additional cost or effort to any of the Sourcewell participating entities. This is something Galls offers at no cost to the customer and is something we work hand in hand with customers to get rolled out for them.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	

40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	For this contract we could train customers participating in the Sourcewell contract with sizing certification so they can size their own officers. Our sales team is certified in sizing and can assist in training any Sourcewell Participating Entities. That said,our service model is designed to provide this service to all of our customers. We will also leverage our manufacturer/supplier teams to provide additional information or training sought.	*
41	Describe any technological advances that your proposed products or services offer.	We have developed a system called eQuip that we can offer any Sourcewell Participating entities. Our eQuip system is an online ordering system for customers that allows them to place and track orders, run report on order history, lock down contract pricing, and request for additional items. This is something exclusive to Galls and offered only to Galls customers.	*
42	Describe any “green” initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	In 2020 we took steps to reduce our overall corrugate usage by about 30%. We replaced some one-time use corrugate with multi-use conveyances. We have also increased the number of shipments is bags vs. boxes. In terms of disposal of corrugate, we have moved away from paying to remove our corrugate waste to installing a baler and selling our bales to a recycler. In 2021 we will continue to look for more ways to reduce corrugate in the building as well as other paper waste. With some late year IT initiatives, we will be able to take items direct from Inbound to shipping eliminating the need to put in a box and put in a Reserve location before it ships. Energy Management We eliminated our permanent weekend shift and our 3rd shift, reducing our energy consumption. In 2021 we are looking into adding motion activation controls to light fixtures in areas which are less traveled Transportation In 2020 we became a SmartWay certified shipper. SmartWay is a program through the EPA to promote Eco-Friendly shipping. https://www.epa.gov/smartway We continue to push for Economy shipping methods vs. Express. Economy (Ground) has a much smaller carbon footprint than Express (Air). Galls also works within our local communities and volunteers time to assist with city beautification and cleanup efforts.	*
43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	We do not have any third party issued eco-labels, ratings or certifications.	*
44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Galls does not hold any certifications. Galls utilizes certified businesses throughout the country where applicable. We have a federally approved small business plan via our GSA contract.	*

45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities (customization, personalization, alteration, fitting, and/or sizing)? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities (laundering, cleaning, mending and/or repair services)?	As the largest Public Safety uniform and equipment distributor in the United States, Galls has the unique ability of providing the highest level of service and inventory available. Galls has relationships with all major manfacturers currently producing items for the public safety sector. With a large sales force consisting of both field and Corporate based employees, we offer one on one partnerships with all of our end users. Galls offers custom built online ordering web portals fully customized for your agencies ordering needs. EMBROIDERY & TAILORING No one can compare to our full spectrum of in-house customization options for apparel and gear. Utilizing single, double, six, and twelve head embroidery machines we can accommodate everything from the small individual order to the substantial agency order. Strategic training allows us to quickly expand and contract work cells to service both rush and more complex orders. Our integrated warehouse management system allows real time tracking of each order as it completes each Production operation. Galls' embroidery options provide a complete catalog of Madeira poly-neon thread in wide-ranging colors to include red, gold, dark gold, navy, green, and white. Alterations Galls provides numerous customization options for our uniform products. This includes tailoring, embroidery, emblem application, heat press, and screen printing. Galls understands that agency needs will vary across the nation and we want to ensure that there is never any confusion about pricing, so we have included the attached document which details many of the services we offer. We know that we can meet any customization needs presented by a participating member. Alteration/Fit/Sizing System Galls provides alterations in house through our distribution center in Lexington, KY and at all of our retail and service centers scattered across the country. To ensure proper fit, there are several options. Galls employees can come on site to take measurements and properly store them for future reference. Galls can also provide a run of sample sizing for the customer to keep on hand, try on and order the correct size. Customer preference can be discussed upon award. Hemming takes place at our distribution center or at our retail/service centers. Alterations Galls will be able to provide same day issue and alterations of uniforms and accessories, at their branch, when requested. This is at no additional charges. Any products requiring special alterations may be left at the Galls branch and picked up later. All patches that are required to be on uniforms will be sewn and placed at no additional charge. Galls will work with each participating member to schedule fitting, sizing, and alterations within three (5) days of the request. Customer Service Policy on Backordered Items, Items Delivered Incorrectly, Invoicing Issues, Exchanges, and Returns Our ordering system (GQ) maintains all record of backorders and can generate estimated time of arrival on all orders. If an order is placed through the custom online ordering system (eQuip), it will notify the customer immediately if an item is on backorder. The notification process and inventory accountability/realization is in real time. Galls also works closely with the department to increase stock as needed for contract items to avoid backorder demand. To reduce and eliminate errors, department approval for all personalized items is imperative before the first order is shipped out. This requires a signature prior to apply personalization to the garment. Your managed account representative also has the capability to inspect items before they are shipped out. Incorrectly delivered items, exchanges, and returns are all handled as stated below. Another option will be to return the items to the local facility. Invoice issues can be resolved by contacting our finance department. Initially, the managed account representative can also resolve any issues until a finance contact has been confirmed. Galls has an immediate turnaround time for returning phone calls and emails, on a daily basis. In the event the managed account representative is out of the office, the assistant sales rep or other team member will respond in no more than 24 hours, typically all calls are returned same day if received before close of business.	*

Table 9A: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
46	Do your warranties cover all products, parts, and labor?	All products that Galls sells are covered under our standard return/exchange policy. Unused and new items received within 30 days can be exchanged or credited. Any additional manufacturer warranties will be passed on to the end user as well.	*
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	This will vary based on manufacture and will be handled on a case by case basis. Galls will work with the end user and the manufacturer to insure all details regarding warranty usage is readily available and provided upon request. Galls also offers a 30 return policy on new and unused items.	*
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Galls service team will be doing the travel and that expense will come at no cost to customer.	*
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Galls will work with each manufacture to determine the best avenue for any warranty concerns. Galls will insure that these concerns are handle in a timely manner.	*
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	The manufacturer will handle the warranty service for each individual product. As the distributor we will make sure this is handled quickly and efficiently by working closely with our manufacturer partner on the matter.	*
51	What are your proposed exchange and return programs and policies?	We will always work to make sure our customer are receiving exactly what they ordered. If something is received damaged or incorrect a reach out to our Customer Care team or designated account rep will be in order to make sure Galls takes care of the return and corrects the issue. All unused ad new items will be eligible for exchange if received within 30 days of delivery.	*
52	Describe any service contract options for the items included in your proposal.	We do not have a service contract option but our sales team will always provide service to any customer utilizing the Sourcewell contract.	*

Table 9B: Performance Standards or Guarantees

Describe in detail your performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your performance materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
53	Describe any performance standards or guarantees that apply to your services (product longevity or wear- resistance).	Galls will work with each vendor/manufacturer partner to insure products are meeting their life cycle and keeping our customers fully uniformed. All manufacturer warranty's are passed on to the purchasing member. Galls has an internal quality control team that inspects items as they come in to our facilities and items before they go out.	*
54	Describe any service standards or guarantees that apply to your services (repairs, cleaning turnaround times, etc.).	Galls will honor all workmanship on alterations and customization. Exchanges and returns are processed upon receipt, but individual orders will be handled on a case-by-case basis. Reach out to your sales rep or our Customer Care team for questions.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
55	Describe your payment terms and accepted payment methods.	Net 30. Payments are accepted in the following forms: ACH/EFT All Major Credit Cards Government Purchase Cards Paper Check Cash - Branch Locations only	*
56	Describe any leasing or financing options available for use by educational or governmental entities.	We do not offer any leasing or financing options at this time.	*
57	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	None at this time. Galls will work with each participating agency to determine and additional agreements that may be necessary.	*
58	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Galls accepts P-Card and there is no additional cost associated with it's use.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
59	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Galls pricing structure will be based off the Galls Catalog and published pricing. SKUs have been provided for all items and pricing has been uploaded.	*
60	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	15% discount off list price	*
61	Describe any quantity or volume discounts or rebate programs that you offer.	Galls is not offering a quantity or discount rebate. However, all participating users are encouraged to contact our Customer Care or designated sales contact for additional quotes.	*
62	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	Quotes will be provided on a case by case basis if items are not included on the full catalog offering. Additonal products and manufacturers within the scope of work will be available to our customers. If the need to add these items to the contract arise we will work to have a PNP approved.	*
63	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Freight cost are not included and will be quoted per order. Alterations, embroidery and customization are not included in the cost of the products listed in our offering. Due to the nature of these items we will quote on a case by case basis.	*
64	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Freight cost are not included and will be quoted per order.	*
65	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Galls currently ships to all states utilizing the best practices and most cost efficient options. Delivery to Canada will be completed in the same manner. All orders exiting the country shall be subject to a full internal export audit. All duties and fees are the responsibility of the purchasing entity.	*
66	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Galls has 3 distribution centers nationwide and a retail branch network of over 50 locations. Participating Entities will have the option to purchase in store, online, over the phone or via email and fax.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
67	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
68	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	If awarded, a pricelist will be created for all products on the catalog. This catalog will be marked formal by the Contract Management Specialist which will lock in customer pricing to that Specialist only. If any increases are warranted through the life of the contract. The Contract Specialist will be the only representative within the company with access to the pricing and will be responsible for the updates. This provides you a personalized contact for your customers and removes errors that can be caused when too many people have access to change a customer's pricing. Any customer purchasing off the sourcewell contract will be tied to the pricelist and automatically receive Sourcewell pricing. The Contract Specialist will also have a Hold Bucket created which will hold any orders over $25,000 so they can be reviewed prior to completion. This creates a check and balance between or Sales/Store reps and the Contract specialist.	*
69	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Galls has implemented several new processes in order to be successful in providing our goods under cooperative agreement. Galls has the ability to track items by customer, vendor, dates, etc. Galls will meet quarterly internally to discuss the usage and will provide training and soft skills to our sales associates to assist in driving customers appropriately to the cooperative agreement.	*
70	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	1%	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *	
71	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Our offering includes items needed to complete uniforms for public safety, fire, military, transit, food service, and both private and public security. Galls has provided pricing for uniforms, badges, footwear and other related accessories. UNIFORM APPAREL ALTERATIONS/CUSTOMIZATION FOOTWEAR UNIFORM ACCESSORIES	*
72	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	ALTERATIONS APRONS ASCOTS ATHLETIC/TRAINING BADGES/ID BALL CAPS BASELAYER BOTTOMS BASELAYER SLEEVES BASELAYER TOPS BDU BOTTOMS BDU LONG SLEEVE SHIRT BDU SHORT SLEEVE SHIRT BIKE BOTTOMS BIKE JACKET BIKE LONG SLEEVE SHIRT BIKE SHORT SLEEVE SHIRT BLAZER/BLOUSECOATS BOMBER JACKET BOOTS BUTTONS CASUAL WEAR CLASS A	

		CLASS B COLD WEATHER GLOVES CUSTOMIZATION DICKIES DRESS GLOVES DRESS OXFORDS DRESS UNIFORM EPAILETTES FLAPS/STRAPS/TABS FLEECE JACKET FOOD SERVICES FOOD SERVICES HEADWEAR FOOD SERVICES NECKWEAR FOOTWEAR ACCESSORIES GLOVES HANKERCHIEFS HEADWEAR INSOLES JACKETS JOB SHIRT LAB COATS ON DUTY GLOVES OVERALLS PANELS PANTS PARKAS PERFORMANCE BOTTOMS PERFORMANCE JACKET PERFORMANCE WEAR POLOS PONCHOS SAFETY VESTS SCARVES SCRUBS SHOELACES SHORTS SHOULDER CORDS SKIRT SOCKS SOFTSHELL JACKETS SUNGLASSES SWEATERS SWEATSHIRTS TACTICAL PANTS TIES TROUSER BELTS TROUSERS T-SHIRTS TURTLENECKS UNDERGARMENTS UNIFORM BOOTS UNIFORM SHOES VELCRO WINDBREAKERS WORK BOOTS WORKWEAR ZIPPERS	*

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
73	Uniform apparel, uniform accessories, and footwear;	(•) Yes ( ) No	Yes	*
74	Rental and leasing services incidental to the offering of the uniform apparel, uniform accessories, and footwear described in Line 73 above;	( ) Yes (•) No	No	*
75	Customization, personalization, alteration, fitting, and sizing services incidental to the offering of the uniform apparel, uniform accessories, and footwear described in Line 73 above;	(•) Yes ( ) No	Yes	*
76	Laundry, cleaning, mending, and repair services incidental to the offering of the uniform apparel, uniform accessories, and footwear described in Line 73 above; and,	( ) Yes (•) No	No	*
77	Incidental offering of facility supplies and related services such as, floor mats, mops, cleaning supplies, first-aid supplies, and related items to the extent they are complementary to the offering of the uniform apparel, uniform accessories, and footwear described in Line 73 above.	( ) Yes (•) No	No	*

Table 15: Exceptions to Terms, Conditions, or Specifications Form

Line Item 78. **NOTICE**: To identify any exception, or to request any modification, to Sourcewell standard Contract terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Contract Template provided in the “Bid Documents” section. Proposer must upload the redline in the “Requested Exceptions” upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcewell and will not automatically be included in the Contract.

Do you have exceptions or modifications to propose?	Acknowledgement *
	(•) Yes ( ) No

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as “Marketing Plan.”

- Pricing - Sourcewell - Uniforms with Related Products and Services - RFP 011124 - Galls Price Offer.xlsx - Thursday January 11, 2024 11:34:22
- Financial Strength and Stability - Galls 2022 AFS- Confidential.pdf - Tuesday January 09, 2024 08:28:38
- Marketing Plan/Samples (optional)
- WMBE/MBE/SBE or Related Certificates (optional)
- Warranty Information - Packing Slip-Return-Warranty.pdf - Thursday January 11, 2024 11:35:40
- Standard Transaction Document Samples (optional)
- Requested Exceptions (optional)
- Upload Additional Document - GQ B2B Specification - Updated 3.31.21.pdf - Tuesday January 09, 2024 08:28:54

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.

3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.

5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.

6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.

7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.

8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.

9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

11. Proposer its employees, agents, and subcontractors are not:
    1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;

    2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or

    3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Mike Fadden, Chief Executive Officer, Galls, LLC

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_4_Uniforms_with_Related_Products_and_Services_RFP_011124 Mon December 18 2023 03:08 PM	☑	2
Addendum_3_Uniforms_with_Related_Products_and_Services_RFP_011124.pdf Thu December 14 2023 02:18 PM	☑	3
Addendum_2_Uniforms_with_Related_Products_and_Services_RFP_011124 Tue December 12 2023 01:10 PM	☑	1
Addendum_1_Uniforms_with_Related_Products_and_Services_RFP_011124 Mon November 20 2023 04:35 PM	☑	2

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Sourcewell

Solicitation Number: 011221

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Galls, LLC, 1340 Russell Cave Rd., Lexington, KY 40505 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Body Armor with Related Accessories, Equipment, and Services from which Vendor was awarded a contract.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

B. EXPIRATION DATE AND EXTENSION. This Contract expires February 19, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.

C. SURVIVAL OF TERMS. Articles 11 through 14 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

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All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized dealers, distributors, and/or resellers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable

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time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

B. SALES TAX. Each Participating Entity is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Contract Administrator. This form is available from the assigned Sourcewell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing

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restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance, Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

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Vendor's acceptable forms of payment are included in Attachment A. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Vendor, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entitles may require the use of a Participating Addendum; the terms of which will be worked out directly between the Participating Entity and the Vendor. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Participating Entity and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Vendor will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

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B. BUSINESS REVIEWS. Vendor must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcewell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State/Province;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Vendor may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Vendor will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Vendor's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

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Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. ASSIGNMENT. Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

D. WAIVER. If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

E. CONTRACT COMPLETE. This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their

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respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

12. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

   a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use theTrademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.

   b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.

2. *Limited Right of Sublicense*. The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

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a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.

b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.

c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Vendor in violation of applicable patent or copyright laws.

5. Termination. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

D. ENDORSEMENT. The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

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15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed will be borne by the Vendor.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

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- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*
Workers' Compensation: As required by any applicable law or regulation.
Employer's Liability Insurance: must be provided in amounts not less than listed below:
Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.
Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for Products-Completed operations
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.
Minimum Limits:
$1,000,000 each accident, combined single limit

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4. *Umbrella Insurance*. During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Vendor will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Vendor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:
$2,000,000 per occurrence
$2,000,000 annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other

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insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Vendor must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may also require additional requirements based on specific funding specifications. Within this Article, all

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references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Vendor’s Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of

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not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any

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person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

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22. CANCELLATION

Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell	Galls, LLC
DocuSigned by: Jeremy Schwartz C0FD2A139D06489...	
By: _____	By: _____
Jeremy Schwartz	David Scheve
Title: Director of Operations & Procurement/CPO	Title: CFO
Date: 2/17/2021 | 9:06 AM CST	Date: _____

Approved:

By: _____
Chad Coauette
Title: Executive Director/CEO

Date: _____

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RFP 011221 - Body Armor with Related Accessories, Equipment, and Services

Vendor Details

Company Name:	Galls, LLC
Address:	1340 Russell Cave Road Lexington, KY 40505
Contact:	Tiffany brewer
Email:	brewer-tiffany@galls.com
Phone:	859-800-1406
HST#:	20-3545989

Submission Details

Created On:	Tuesday November 17, 2020 13:19:14
Submitted On:	Tuesday January 12, 2021 15:07:27
Submitted By:	Tiffany brewer
Email:	brewer-tiffany@galls.com
Transaction #:	d8ece47b-7154-4643-8d33-6b74c62cf638
Submitter's IP Address:	4.30.235.194

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Please do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; mark "NA" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (and applicable d/b/a, if any):	Galls, LLC	*
2	Proposer Address:	1340 Russell Cave Rd. Lexington, KY 40505	*
3	Proposer website address:	www.galls.com	*
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	David Scheve, CFO 1340 Russell Cave Rd. Lexington, KY 40505 Smeltzer-Amelia@galls.com - 859.800.1400	*
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Amelia Smeltzer, GSA Contract Specialist 1340 Russell Cave Rd. Lexington, KY 40505 Smeltzer-Amelia@galls.com - 859.800.1400	*
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Justin Ryan, District Sales Manager 1340 Russell Cave Rd. Lexington, KY 40505 Ryan-Justin@galls.com - 859.202-1015	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Galls, LLC ("Galls") has been in business for over 50 years servicing the public safety market; specializing in law, fire, security, corrections, emergency medical services, federal government, military, postal and transit uniforms and equipment. Our goal to is to make sure that we can be proud of the service and products we provide. Our core customer's constantly put their lives on the line to protect the people in this country and we want to show them that we are as dedicated to them as they are to us.	*
8	What are your company's expectations in the event of an award?	We expect that this contract will function similarly to our Buyboard Contracts. If awarded, we will share this contract with other awarded vendors and it will be our responsibility to market our products and services.	*
9	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Please see uploaded documents	*
10	What is your US market share for the solutions that you are proposing?	Galls is the largest distributor of Body Armor in the United States and we hold approximately 40% market share of the entire country.	*
11	What is your Canadian market share for the solutions that you are proposing?	We do not sell into Canada at this time but would be interested in exploring that option with the Sourcewell contract if necessary.	*
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	Galls,LLC has never petitioned for Bankruptcy	*
13	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Galls is the largest public safety distributor in the United States. We have a network of over 90 outside sales staff, 60 retail branches and another 30 service providers all of which meet face to face with customers and handle sizing of body armor. See attached approved distributor forms.	*
14	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	This is not applicable.	*
15	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Galls, LLC has never been suspended or debarred	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
16	Describe any relevant industry awards or recognition that your company has received in the past five years	This is not applicable.	*
17	What percentage of your sales are to the governmental sector in the past three years	approximately 80%. Our primary business is in Public Safety	*
18	What percentage of your sales are to the education sector in the past three years	approximately 5%	*
19	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Buyboard : $4,872,734.56 NYHIRE : $111,652.45 COSTARS : $200,000.00 STARS Alliance : $305,000.00	*
20	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Galls GSA : $3,380,571.49	*

Table 4: References/Testimonials

Line Item 21. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Indiana State Police	Lt. Mick McClanahan - R&D MMcClanahan@ISP.IN.gov	317-450-5700	*
Cincinnati (OH) Police Department	Tom Tanner - Quartermaster Tom.Tanner@cincinnati-oh.gov	513-352-2520	*
St. Paul (MN) Police Department	Sgt. Jeff Parsons jeff.parsons@ci.stpaul.mn.us	651-266-5933	*
Iowa State Police	Lt. Rick Pierce Commander Fleet & Supply pierce@dps.state.ia.us	515-281-3391	

Table 5: Top Five Government or Education Customers

Line Item 22. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
City of Atlanta Police Dept.	Government	Georgia - GA	We provide the department Work Uniforms and equiment	Transactions can vary from individual purchases to Dept. wide purchases.	2019 - $1,840,318.40 2020 - $1,687,450.13 2021 - $24,711.02 - This is only for Jan 2021. We est 2021 Sales average about $1.7M	*
Los Angeles PD	Government	California - CA	We provide them uniforms, equipment and body armor	Transactions can vary from individual purchases to Dept. wide purchases.	2019 - $3,213,907.87 2020 - $2,242,472.71 2021 - $60,248.74 - This is only for Jan 2021. We est 2021 Sales average about $2.5M - 3M	*
Houston PD	Government	Texas - TX	We provide Body Armor, Uniforms and Equipment	Transactions can vary from individual purchases to Dept. wide purchases.	2019 - $884,232.63 2020 - $777,558.76 2021 - No Sales Reported as of yet. We est Sales for 2021 to average around $800K	*
Metropolitan PD	Government	District of Columbia - DC	We provide Uniforms and Accessories	Transactions can vary from individual purchases to Dept. wide purchases.	2019 - $2,646,740.71 2020 - $2,616,604.50 2021 - $5,695.21 -This is only for Jan 2021. We est 2021 Sales average about $2.6M	*
Austin PD	Government	Texas - TX	We provide uniforms and equipment	Transactions can vary from individual purchases to Dept. wide purchases.	2019 - $1,520,342.31 2020 - $2,574,513.72 2021 - $14,017.61 - This is only for Jan 2021. We est 2021 Sales average about $2M	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
23	Sales force.	Galls has 50 outside sales rep across the country.We have 80 inside sales reps in our Lexington home office. We have 10 Account Development Reps that assist with service responsibilities in their market as well as manage their own deck of mid sized customers. We also have an additional Business Development team consisting of 6 outside reps and 10 inside sales reps that target new business opportunities. Finally we have a branch network of over 80 locations nationwide and currently in the process of rolling out 40 Branch Service Reps that will be housed in our retail branches but meet with customers face to face and handle service work (sizing, delivery etc.)	*
24	Dealer network or other distribution methods.	We are the largest public safety distributor in the United States and are setup with every major manufacturer in the market. We have over 1500 dealer partnerships and are a dealer for most major body armor manufacturers.	*

25	Service force.	Our Sales team handles a lot of our service work but in addition to the sales force listed above we also have 70 Customer Service Reps that handle over the phone service requirements. As mentioned previously we have a developed a new service role that we are rolling out in 2021 that is the Branch Service Rep. Branch Service Reps will be housed in our retail branches across the country but meet with customers face to face and handle service work (sizing, delivery etc.) within a certain radius of our retail stores. Galls has 60 outside sales rep across the country.We have 80 inside sales reps in our Lexington home office. We have 10 Account Development Reps that assist with service responsibilities in their market as well as manage their own deck of mid sized customers. We also have an additional Business Development team consisting of 6 outside reps and 10 inside sales reps that target new business opportunities.	*
26	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Galls has assembled the best team of dedicated professionals to serve your body armor and equipment needs. Customers utilizing the Co-Op will have personal contacts, will coordinate with our merchandisers, buyers and customization department to make sure we meet your department needs for comfort, performance, and design. Having a team of contact's at Galls as well as access to the staff at our branch locations allows you to focus on public safety and Galls will monitor the process and fulfillment of your products.. Our customers can expect responses from our team within 24 hours of contact. Timelines for orders vary based on the manufacturer but being the largest distributor in the country we have better buying power that competitors as well as a larger inventory. Our customers can expect us to use that buying power to make sure their orders are prioritized and delivered quickly.	*
27	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	We have retail branches nationwide in almost every major city across the country. We have an outside sales force for every state that are actively pushing and pursuing new opportunities. We have service represantives both inside and outside that are supporting our sales efforts on a daily basis. We are equipped, ready, willing and eager to provide products and services across the United States to Sourcewell participants.	*
28	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	This is something we would certainly be interested in but would rely on our partnership with Sourcewell and our success in the Canadian market to dictate what services we could provide. We do not have a sales force in Canada and do not sell into Canada at the moment. This would take some additional steps for us to provide products and services in Canada.	*
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	As stated above we are not servicing any Canadian areas today but would be willing to look at this as an opportunity. We can service anywhere in the United States today including Hawaii and Alaska.	*
30	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	We are able to service any Sourcewell entities but our body armor/ballistic products will ONLY be sold to public safety (Government, Military, Police, Fire, EMS, Security etc.)	*
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	We service both Hawaii and Alaska today and have contracts or business relationships in both states. We do not have sales reps in/on those states but can service those markets and send people to service those customers if necessary to do so.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Our marketing strategy for this program would cover three major verticals: 1) In Store- a. With 3 Locations in Minnesota and 60+ retail locations nationwide, we would utilize signage to advertise the contract 2) Online- a. Galls would develop a custom e-commerce platform (eQuip) which would allow Sourcewell members to self-serve and purchase products at contract pricing. i. Additionally- Galls would setup, at no charge, customer specific Uniform Programs with customer specific customization and embellishment to mirror contract pricing. b. Our Galls.com website has current links to contract programs. We would add a link to the specific Sourcewell eQuip site to drive customer engagement 3) In Person/Over the Phone- a. In addition to our locations, Galls has a dedicated Outside Sales rep for the market. We also have two inside sales reps that cover the market. In addition, we have a nationwide coverage of 150 sales team members. The largest in our segment b. We would also advertise the Sourcewell contract at the over 100 tradeshows we attend annually.	*

33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	We promote using online website, social media (Facebook, Twitter, Instagram) and email blasts. We have several that go out each day and can tailor the content to certain markets, certain diameters/mile radius' to target the necessary contacts and promote our partnership or our e-commerce capabilities to service the Sourcewell contract.	*
34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	We understand that it is our responsibility to market and promote our contract. Sourcewell's role will be minimal. e hope to obtain leads on customer's we may not have a relationship built with, but it will be our job to reach out, contact those customers and convince them to partner with us on Sourcewell	*
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	These products and services are available through an e-procurement ordering system that is exclusive to Galls and Galls customers known as eQuip. Galls also offers the ability to create customized Online Ordering System ("eQuip") that will meet and exceed the expectations of our customers to offer an additional way to purchase your contracted equipment. eQuip is a real time, secure online ordering system which is fully integrated into the Galls ERP platform. eQuip will allow customers to manage uniform allotments, track orders, restrict views by rank or location, customize items, see inventory availability, manage inventory, track body armor expirations, and customize on demand reports for the agency, individual, or unit to provide a seamless order process. eQuip will notify customers of any backordered items in real time during order placement. Galls will work closely with our manufacturers to obtain product quickly to maintain stock of necessary uniform and equipment. The efficiencies gained by utilizing the Galls on-line solution result in real dollar savings beyond evaluating product at a line item basis. By utilizing this eQuip system you are eliminating a lot of the hidden costs with managing your uniform program. Such as managing multiple suppliers (Galls with over 1400 manufacturer partnerships can be your one stop shop) Travel down-time (time spent traveling to and from a store location to be sized or place orders can now be done from any mobile device). By utilizing eQuip you are lowering costs just by saving time, money and hours managing your uniform program, and increasing your buying power. Galls currently operates more than 15,000 eQuip sites nationwide, covering departments and agencies of all sizes between 5 and 100,000 users. eQuip capabilities will include: • Secure online ordering system o Site only accessible by username/password as assigned by customers o Grand Junction Fire contract pricing pre-loaded into each specific website. • Mobile device capability • Customer specific configuration • Product offering management o Individual Department products only o Products by employee group • Optional shop full catalog feature • Integrated with Galls ERP system • Flexible On-Demand Reporting The Galls eQuip web system is an in-house technology owned and operated by Galls. This is important because it allows Galls to control the timelines of implementations and changes throughout the contract in a timeframe that is acceptable to the user. Galls does not outsource any of the work needed to build and maintain the website. The Galls eQuip system is a force multiplier for your department that will dramatically amplify your effectiveness in managing contract purchases at no additional cost or effort to any of the Sourcewell participating entities. This is something Galls offers at no cost to the customer and is something we work hand in hand with customers to get rolled out for them.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	
36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	For this contract we could train customers participating in the Sourcewell contract with sizing certification so they can size their own officers. Our sales team is certified in body armor sizing and can assist in training any Sourcewell Participating Entities. That said,our service model is designed to provide this service to all of our customers.	*

37	Describe any technological advances that your proposed products or services offer.	We have developed a system called eQuip that we can offer any Sourcewell Participating entities. Our eQuip system is an online ordering system for customers that allows them to place and track orders, run report on order history, lock down contract pricing and actually track the full life of their body armor. With our asset management tool on eQuip customers can set the 5 year shelf life for their vest and get email reminders when the vest needs to be replaced. This is something exclusive to Galls and offered only to Galls customers.	*
38	Describe any “green” initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	We do not have any green initiatives currently.	*
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	We do not have any third party issued eco-labels, ratings or certifications.	*
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	We are not certified as WMBE or SBE.	*

41	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Our company is unique through our broadest selection of products, the wide reach of our sales force being a national company and through the efficiencies we can offer through our eQuip ordering system. Product Offering: Galls is the reliable source for quality, in-stock public safety equipment and apparel. Like you, we're quick, efficient, and effective. Galls understands that the demanding needs of your profession drive your purchasing decisions, so we demand the quality gear you require to do your job. As the public safety industry leader we pride ourselves on having the largest inventory in the industry. However your options do not end with our inventory; Galls will leverage our experience and knowledge to find the products you require in the rare event we do not inventory the item or brand. National Sales Reach: Galls has assembled the best team of dedicated professionals to serve your uniform and equipment needs. Customers utilizing the Co-Op will have personal contacts, will coordinate with our merchandisers, buyers and customization department to make sure we meet your uniforms criteria for comfort, performance, and design. Having a team of contact's at Galls as well as access to the staff at our branch locations allows you to focus on public safety and Galls will monitor the process and fulfillment of your products.With over 50 outside sales reps, 60 inside account managers, 60 highly trained customer service representatives, a business development team consisting of 6 outside reps and 10 inside reps and our branch network of over 80 locations with 40 Branch Service Reps. Again, I must stress that our team is ready and willing to pursue opportunities and promote our partnership with Sourcewell. eQuip Ordering Service: Galls also offers the ability to create customized Online Ordering System ("eQuip") that will meet and exceed the expectations of our customers to offer an additional way to purchase your contracted uniforms and equipment. eQuip is a real time, secure online ordering system which is fully integrated into the Galls ERP platform. eQuip will allow customers to manage uniform allotments, track orders, restrict views by rank or location, customize items, see inventory availability, manage inventory, track body armor expirations, and customize on demand reports for the agency, individual, or unit to provide a seamless order process. eQuip will notify customers of any backordered items in real time during order placement. Galls will work closely with our manufacturers to obtain product quickly to maintain stock of necessary uniform and equipment. The efficiencies gained by utilizing the Galls on-line solution result in real dollar savings beyond evaluating product at a line item basis. By utilizing this eQuip system you are eliminating a lot of the hidden costs with managing your uniform program. Such as managing multiple suppliers (Galls with over 1400 manufacturer partnerships can be your one stop shop) Travel down-time (time spent traveling to and from a store location to be sized or place orders can now be done from any mobile device). By utilizing eQuip you are lowering costs just by saving time, money and hours managing your uniform program, and increasing your buying power. Galls currently operates more than 15,000 eQuip sites nationwide, covering departments and agencies of all sizes between 5 and 100,000 users. eQuip capabilities will include: • Secure online ordering system o Site only accessible by username/password as assigned by customers o Grand Junction Fire contract pricing pre-loaded into each specific website. • Mobile device capability • Customer specific configuration • Product offering management o Individual Department products only o Products by employee group • Optional shop full catalog feature • Integrated with Galls ERP system • Flexible On-Demand Reporting	*

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
42	Do your warranties cover all products, parts, and labor?	The manufacturer warranty covers a majority of the products including the ballistics, carriers, straps etc.	*
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	This would vary by manufacturer based on the item.	*
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	This is not applicable to this contract. The Galls sales team will do the traveling and do any re-sizing or adjustments at no charge.	*
45	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Body armor would never need a warranty repair. It would need a re-size or replacement based off warranty language which can be done by the Galls sales representatives anywhere in the United States.	*
46	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	As a distributor of these products the warranties are handled by each individual manufacturer for the items on this proposal. Each manufacturer has their own warranty language based on the product.	*
47	What are your proposed exchange and return programs and policies?	Trust is crucial to a team and, as your partner, we want to make sure our products match your expectations. We offer two levels of returns: 30-day Comfort Guarantee: If you are not completely satisfied with your body armor, simply return them within 30 days from the date you received your order for a refund or exchange. Some restrictions apply. We are hyper focused on our customers so although returns/exchanges can be on a case by case basis we will do what is necessary for the customer whether that is a re-fit, working with the manufacturers to adjust or re-make the vests or a complete replacement. We will make sure we make it right for our customers.	*
48	Describe any service contract options for the items included in your proposal.	We do not have service contract options but our sales team will be able to provide service to any and all customers utilizing this Sourcewell contract.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
49	What are your payment terms (e.g., net 10, net 30)?	Net 30	*
50	Describe any leasing or financing options available for use by educational or governmental entities.	Galls does not provide any leasing or financing options for the goods we provide.	*
51	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	Galls provides a full service ordering process with online, in person, over the phone, or through email we allow our customers to purchase whichever way is easiest for them. Each account has dedicated reps that can be emailed or called for order placement, this can also be handled by our expert customer service staff. Our customers can also utilize any of our branch locations to be sized and place orders directly. Lastly, we have an online ordering portal known as eQuip we can setup Sourcewell pricing on its exclusive online ordering portal to be utilized by our customers. Reporting: If awarded, we will create a contract specific pricelist and source code. A source code acts as quick option to identify contract specific pricing for our Co-Op Contracts. When a rep receives and order an is informed that the agency is utilizing the Sourcewell contract, they apply the source code to the order which will guarantee that the customer receives the contract pricing. The rep would then contact the contract manager and state that a new customer has requested Sourcewell pricing. The contract manager will review the customer information and verify that this agency should always have the option to receive Sourcewell pricing. If continued use is approved by the contract manager, they will tie the customer's specific account number to the Sourcewell pricelist so that the account is setup to pull Sourcewell Pricing. The Contract Manager will run weekly reports on the Source Code to verify that new customer account additions to the pricelist have not been overlooked. At required reporting milestones, the Contract Manager will run a report based upon the pricelist which will pull all sales for account numbers tied to it.	*
52	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Galls accepts P-Cards for payments on orders. We do not limit the use or charge fees when a procurement card is used for payment.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as desribed in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
53	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	We have attached our pricing model and priced each item out individually with SKU's provided. This is a Catalog Discount and the discounts will vary between 20% - 40%. Catalog Pricing is attached and will sow each sku's specific discount % received and pricing for Sourcewell Customers	*
54	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Percentage range is 20% - 40%	*
55	Describe any quantity or volume discounts or rebate programs that you offer.	W are offering a volume discount as follows: 2% - $25,000 - $49,999 4% - $50,000 - $99,999 6% - $100,000 or more	*
56	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	We will supply a quote for each such request based on customer, volume, product selected etc.	*
57	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	The pricing included in this bid are priced as is. There is no additional cost structure involved in this pricing. The sizing, pre-delivery inspection, and initial inspection are all offered at no charge from our sales and service staff.	*
58	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Freight/Delivery typically depends on the product, weight and where the item is being shipped . Freight charges may be applied to orders tied to this contract but if the customer ships to a Galls location and opts for pickup or if the product is drop shipped from the manufacturer to the customer no freight charges will be included. Please see our technical capability attached in the documents for additional information on freight charges.	*
59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Freight charges will be the same for Alaska or Hawaii as listed in the above question. If the product is dropshipped from the manufacturer to the customer no freight will be applied. If the order is shipped from a Galls facility to the customer freight will be determined based on weight and distance.	*
60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	We have several unique distribution options for instance we can ship complete or ship individually as items become available. Additionally we can consolidate our shipping to reduce shipping charges and in conjunction with our green initiatives. We can work with our manufacturing partners to ensure that items are drop shipped directly to them from the manufacturer to decrease order time and eliminate shipping costs. Finally we can ship to one of our 80 branch locations and the customer can pickup products to eliminate shipping costs.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments	
61	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	The pricing offered is at a better discount than other cooperative procurement organizations	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
62	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	If awarded, a pricelist will be created for all products on the catalog. This catalog will be marked formal by the Contract Management Specialist which will lock in customer pricing to that Specialist only. If any increases are warranted through the life of the contract. The Contract Specialist will be the only representative within the company with access to the pricing and will be responsible for the updates. This provides you a personalized contact for your customers and removes errors that can be caused when too many people have access to change a customer's pricing. Any customer purchasing off the sourcewell contract will be tied to the pricelist and automatically receive Sourcewell pricing. The Contract Specialist will also have a Hold Bucket created which will hold any orders over $25,000 so they can be reviewed prior to completion. This creates a check and balance between or Sales/Store reps and the Contract specialist	*
63	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	1.5% administrative fee quarterly	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *	
64	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	We are offering full catalog offerings from various Body Armor Manufacturers and body armor carriers. We are offering soft armor and carriers, hard armor plates, plate carriers, tactical armor, ballistic helmets, ballistic shields, stab armor, and armor accessories (Straps, pouches, additional carriers etc.)	*
65	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Soft Body Armor/Concealable Armor Internal Carriers External Carriers Tactical Armor Hard Armor Plates Plate Carriers Ballistic Helmets Ballistic Shields Stab Armor Armor Accessories	*

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
66	Concealable or covert vests	(•) Yes ( ) No	Yes this will be provided	*
67	Tactical Vests	(•) Yes ( ) No	Yes this will be provided.	*
68	Armor plate or insert carriers	(•) Yes ( ) No	Yes this will be provided.	*
69	Hard and soft armor plates, inserts, panels, and backers	(•) Yes ( ) No	Yes this will be provided.	*
70	Bomb or blast-resistance suits	( ) Yes (•) No	No we do not offer bomb suits.	*
71	K-9 (and other service animal) protective gear	(•) Yes ( ) No	Yes this will be provided.	*
72	Other protective armor	(•) Yes ( ) No	We are offering accessories and additional items.	*

Table 15: Industry Specific Questions

Line Item	Question	Response *	
73	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Our Contract Specialist will be responsible for compliance with the terms of this contract. They will run all sales reports which will show them the progress at which sales are growing. They will also setup meetings with customer's that piggyback off our contract to check on the quality of service and products they are receiving. These meetings will be used to gauge customer satisfaction as well as discuss any potential additions they would like to see on the contract. Sales is a great indicator of success, but sales mean nothing if our customer's are not happy with our company.	*
74	Describe any performance standards that your products meet and how they are tested.	We are the distributor of these products so all products are tested at the manufacturer level. That said all ballistic products that we distribute and are proposing are NIJ Certified and have to go through the NIJ Certification testing NIJ administers a program to test commercially available armor for compliance with the standards to determine whether the vests will perform as expected. In addition to being tested for NIJ compliance, body armor models must meet workmanship and labeling requirements. NIJ also has a follow-up inspection and testing requirement to ensure that the body armor worn by officers is safe and reliable. Each body armor manufacturer with a model that meets the standard is subject to six follow-up inspections and testing over a five-year period, consisting of: Inspections of recently manufactured vests to determine whether they are constructed in the same way as the original samples. Follow-up ballistic testing. NIJ's Criminal Justice Testing & Evaluation Consortium manages the compliance testing program.	*
75	Provide an overview of your Quality Management System and identify any accreditations it has received.	As distributors our quality control is making sure you receive the items that you order. Our manufacturers are tested on quality and worksmanship as part of their NIJ Certification process.	*
76	Describe any design and manufacturing processes or materials utilized that contribute to enhanced protection, overall durability, and increased wearer mobility and safety that differentiate your offerings.	As the distributor of these products we do not handle the manufacturing of any of the products. Our Galls brand armor is manufactured by Point Blank Enterprises and NIJ Certified through them. What differentiates our offerings compared to others is we are not tied to a single line of body armor. We can provide various manufacturers and let the customer decide what fits best, is the most comfortable and what they determine is safest and still be able to utilize the Sourcewell contract.	*

Table 16: Exceptions to Terms, Conditions, or Specifications Form

Line Item 77. NOTICE: To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification	

Proposer's Affidavit

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.

3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor’s objectivity in performing the contract is, or might be, impaired.

5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.

6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.

7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.

8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.

9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

11. Proposer its employees, agents, and subcontractors are not:

    a. Included on the “Specially Designated Nationals and Blocked Persons” list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;

    b. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or

    c. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - David Scheve, CFO, Galls, LLC

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_8_Body Armor_RFP 011221 Tue January 5 2021 04:33 PM	☑	3
Addendum_7_Body Armor_RFP 011221 Thu December 31 2020 02:24 PM	☑	1
Addendum_6_Body Armor_RFP 011221 Tue November 24 2020 03:44 PM	☑	1
Addendum_5_Body_Armor_RFP 011221 Tue November 24 2020 09:47 AM	☑	1
Addendum_4_Body_Armor_RFP 011221 Mon November 23 2020 12:23 PM	☑	2
Addendum 3_Body_Armor_RFP_011221 Fri November 20 2020 11:12 AM	☑	2
Addendum 2_Body_Armor_RFP_011221 Thu November 19 2020 01:45 PM	☑	1
Addendum 1_Body_Armor_RFP_011221 Tue November 17 2020 11:05 AM	☑	2

RLA-17004 **R-25-3-401**

COMMISSION (PRELIMINARY AGENDA)

Meeting Date:	03/20/2025
Requested By:	Eddy Roberts, ENGINEERING AND PUBLIC WORKS
Department:	ENGINEERING AND PUBLIC WORKS
Requires Expenditure of Funds:	YES Funded in Current Budget: YES
Appropriation Required:	NO

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, approving Addendum 1 in the amount of $74,776.00 to Contract No. 23-415 with WSP USA Environment & Infrastructure, Inc. for floodplain mapping updates for a total Contract cost of $1,024,396.00.
(Engineering and Public Works)

Attachments

Resolution
WSP Contract
Addendum 1

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, APPROVING ADDENDUM 1 IN THE AMOUNT OF $74,776.00 TO CONTRACT NO. 23-415 WITH WSP USA ENVIRONMENT & INFRASTRUCTURE, INC. FOR FLOODPLAIN MAPPING UPDATES FOR A TOTAL CONTRACT COST OF $1,024,396.00.

RESOLUTION: **R-25-3-401**

REQUESTED BY: **ENGINEERING & PUBLIC WORKS**

PREPARED BY: **KNOX COUNTY LAW DIRECTOR'S OFFICE**

APPROVED AS TO FORM AND CORRECTNESS:_____
DIRECTOR OF LAW

APPROVED:_____
DATE

VETOED:_____
DATE

VETO OVERRIDE:_____
DATE

MINUTE BOOK_____PAGE_____

WHEREAS, by means of Resolution R-23-8-401, the Knox County Commission approved a contract with WSP USA Environment & Infrastructure, Inc. ("WSP"), designated as Knox County Contract No. 23-415, in the amount of $949,620.00 for floodplain mapping updates (the "Contract"); and

WHEREAS, WSP has submitted an Addendum to the Contract due to changes to the existing scope of services, as further detailed in the attached Addendum 1 to the Contract; and

WHEREAS, the proposed Addendum 1 is in the amount of $74,776.00 and thereby increases the total project cost to $1,024,396.00.

NOW THEREFORE BE IT RESOLVED BY THE COMMISSION OF KNOX COUNTY AS FOLLOWS:

Addendum 1 to the Contract with WSP USA Environment & Infrastructure, Inc. for the provision of floodplain mapping updates is hereby adopted and approved in substantive form as presented this date, a copy of which is attached to this Resolution and incorporated herein by reference.

BE IT FURTHER RESOLVED, Addendum 1 to the Contract with WSP USA Environment & Infrastructure, Inc. for the provision of floodplain mapping updates shall be executed subject to such amendment or action not affecting the substantive provisions of the contract as may be required and approved by the Knox County Law Director.

BE IT FURTHER RESOLVED, that if any notifications are to be made to effectuate this Resolution, then the County Clerk is hereby requested to forward a copy of this Resolution to the proper authority.

BE IT FURTHER RESOLVED, that this Resolution is to take effect from and after its passage, as provided by the Charter of Knox County, Tennessee, the public welfare requiring it.

_____

Presiding Officer of the Commission Date

_____

County Clerk Date

Approved:_____

County Mayor Date

Vetoed:_____

County Mayor Date

Environment & Infrastructure, Inc.
2030 Falling Water Road, Suite 300
Knoxville, Tennessee 37922
T: 865-671-6774

July 6, 2023

Cathy Olsen
Director of Environmental and Planning
Knox County - Engineering and Public Works
205 W. Baxter Avenue
Knoxville, TN 37917

RE: PRICE PROPOSAL
Professional Engineering Consultant Services
Knox County Floodplain Mapping

Dear Ms. Olsen:

WSP USA Environment & Infrastructure, Inc. (WSP) is pleased to submit the attached proposal to perform floodplain mapping in Knox County, Tennessee. A Request for Qualifications (RFQ) was solicited by Knox County Procurement Division on December 29, 2022. Knox County notified WSP of an Intent to Award on February 27, 2023 to enter into contract negotiations. WSP met with Knox County on March 20, 2023 to discuss the scope of work and next steps. WSP previously submitted a proposal dated May 25, 2023 presenting a range of study options. Knox County sent an email dated June 28, 2023 listing their selected study options. The attached proposal reflects the conversations held during the March 20, 2023 meeting, subsequent phone conversations and emails between WSP and Knox County, and an email provided by FEMA Region IV answering questions regarding the mapping process.

The price included in this proposal is based on those selected study options and a phone conversation on June 29, 2023. If you agree to WSP's standard terms and conditions, please email a signed and dated copy of this proposal to benjamin.zoeller@wsp.com.

Please contact Ben Zoeller if you have any questions or need additional information. Thank you for this opportunity to provide services to Knox County.

Sincerely,

Ben Zoeller, PE, CFM
Senior Project Manager

Edwin W. Watkins, PE
Vice President

Attachment 1: Proposal for Floodplain Mapping Services
Attachment 2: Proposed Project Schedule
Attachment 3: Terms and Conditions
Attachment 4: WSP 2023 Fee Schedule

Attachment 1
Proposal for Floodplain Mapping Services
Knox County, TN

PROJECT INFORMATION

Knox County notified WSP of an Intent to Award for professional engineering consultant services to conduct detailed floodplain modeling on up to ten (10) identified stream segments for the purpose of updating Federal Emergency Management Agency (FEMA) floodplain maps. Then, Knox County selected their studies from a menu of study options presented in a WSP proposal dated May 25, 2023. The project will involve hydrologic modeling, surveying, hydraulic modeling, floodplain mapping and community outreach, and floodplain mapping for eight selected streams. The eight proposed study streams selected by Knox County and the description of need as provided in the original RFQ are presented in Table 1.

TABLE 1: PROPOSED STUDY STREAM SEGMENTS

Stream Name	Description of Need
Legg Creek	Unmapped Stream
Meadow Creek	Unmapped Stream
Roseberry Creek	Currently mapped. Stream alignment for FEMA GIS data and model stream alignment do not match. Crossing information at Maloneyville Road/Cardwell Road does not represent field conditions.
Shining Creek (Sinking Creek East)	Unmapped Stream
Stock Creek	Currently mapped. Convert Zone A mapping to Zone AE
Strong Creek	Unmapped Stream
Woods Creek	Unmapped Stream
Conner Creek	Currently mapped. Area has seen lots of development, three new structural crossings since effective model in 2013

Knoxville, Knox County, Knoxville Utilities Board Geographic Information System (KGIS) provided 2022 aerial imagery, light detection and ranging data (LiDAR) collected in 2021 and 2022 in both LAS and digital elevation model (DEM) format, and planimetric data in a Knox.gdb stormwater geodatabase that includes storm drain infrastructure and current land use feature classes for the proposed study watersheds.

PROPOSED SCOPE OF SERVICES

WSP proposes to perform modeling and floodplain mapping for eight streams in Knox County. WSP will prepare non-regulatory flood risk products for four of the study streams and prepare a PMR to update FEMA regulatory floodplain maps for the remaining four study streams.

A summary of proposed study streams is provided in Table 2.

TABLE 2: PROPOSED STUDY STREAMS AND EXTENTS

Stream Name	Study Extent	Stream Length (miles)	Drainage Area (sq. mi.)	Estimated Number of Panels	Flood Risk Product Development Approach
Legg Creek	Confluence with the Holston River to just upstream of Babelay Road	3.6	3.3	3	Flood Hazard Products
Meadow Creek	Confluence with Beaver Creek to approximately 0.4 miles upstream of Ball Road	3.9	3.6	4	PMR
Roseberry Creek	Confluence with the Holston River to just upstream of East Emory Road	9.3	14.4	7	PMR
Shining Creek (Sinking East)	Sinkhole just south of the Holston River to approximately 0.6 miles upstream of Brakebill Road SE	3.2	3.2	4	Flood Hazard Products
Stock Creek	Confluence with the Little River to approximately 2.5 miles upstream of McCammon Road	11.0	21.5	10	PMR
Strong Creek	Confluence with the Holston River to just downstream of Munsey Road	2.7	2.6	2	Flood Hazard Products
Woods Creek	Confluence with the Holston River to approximately 1.0 mile upstream of Millertown Pike	2.6	4.0	3	Flood Hazard Products
Conner Creek	Confluence with the Clinch River/Melton Hill Lake to just upstream of Performing Arts Way	4.6	6.5	4	PMR

Project tasks are separated into a set of study-specific tasks and a set of base tasks that are necessary to execute a modeling and PMR project. The study-specific tasks are field data collection, hydrologic and hydraulic modeling, and flood risk product development. The base tasks are terrain development, base map development, pre-model data preparation, updating the DFIRM database and FIS to current standards, incorporating LOMRs, PMR post-preliminary map production base tasks, and outreach. Each of these tasks are described in the following sections.

Study-Specific Task 1: Field Data Collection

KGIS Data Field Verification

The KGIS stormwater geodatabase includes nodes and links representing catch basins, pipe networks, detention structures, and other storm drain features. The information provided in the geodatabase includes dimensions, material type, length and inverts for the box culverts on study streams as presented in Table 3. WSP staff will perform site visits for those box culverts to verify that the information provided in the KGIS stormwater geodatabase is correct.

The KGIS stormwater geodatabase and storm drain network for the Conner Creek watershed also includes 108 conduits with dimensions of 18 inches or larger with missing information (inverts, material types, shape, etc.). WSP will perform site visits to collect the missing information. For conduits that are inaccessible, WSP will make realistic and conservative assumptions for model parameters based on known storm drain information in the vicinity of the inaccessible conduits.

Measure-downs will be performed to verify elevations and photographs will be taken for each box culvert and conduit.

Field Survey

WSP's teaming partner, Robert G. Campbell & Associates (RGC), will collect field survey data for this project. RGC proposes to collect survey data for channel cross-sections, culverts, and bridges on the study streams. Points with x, y, and z coordinates, photographs, and sketches will be prepared for each survey location. The survey will be performed using unadjusted state plane coordinate system. In order to gather the field data, intermediate GPS control will be set during the project for use of total station and GPS equipment. The proposed number of channel cross-sections, culverts, and bridges for each study stream is presented in Table 3.

TABLE 3: PROPOSED STUDY STREAM SURVEY SCOPE

Stream Name	Study Extent	Stream Length (miles)	KGIS Box Culverts	Proposed Survey Cross-Sections	Proposed Survey Culvert	Proposed Survey Bridge
Legg Creek	Confluence with the Holston River to just upstream of Babelay Road	3.6	1	24	8	3
Meadow Creek	Confluence with Beaver Creek to approximately 0.4 miles upstream of Ball Road	3.9	8	41	11	0
Roseberry Creek	Confluence with the Holston River to just upstream of East Emory Road	9.3	3	50	13	10
Shining Creek (Sinking East)	Sinkhole just south of the Holston River to approximately 0.6 miles upstream of Brakebill Road SE	3.2	2	19	6	0
Stock Creek	Confluence with the Little River to approximately 2.5 miles upstream of McCammon Road	11.0	8	49	13	4
Strong Creek	Confluence with the Holston River to just downstream of Munsey Road	2.7	1	10	3	0
Woods Creek	Confluence with the Holston River to approximately 1.0 mile upstream of Millertown Pike	2.6	1	24	13	3
Conner Creek	Confluence with the Clinch River/Melton Hill Lake to just upstream of Performing Arts Way	4.6	3	47	11	5

Study-Specific Task 2: Hydrologic and Hydraulic Modeling

Hydrologic Modeling

WSP proposes to use a combination of rainfall runoff modeling, United State Geological Survey (USGS) regression equations, and stream gage analysis to compute flows. Flows will be computed for the 2-year, 10-year, 25-year, 50-year, 100-year, 500-year, 100-year plus, and the 100-year minus frequency events.

USGS regression and gage analysis procedures taken from *Flood-Frequency Prediction Methods for Unregulated Streams of Tennessee, 2000* will be used to compute frequency flows for Stock Creek. This method is appropriate for this watershed because it is highly rural, unregulated and has two stream gages with recent peak flow data.

Rainfall-runoff modeling will be performed on the remaining watersheds. The U.S. Army Corps of Engineers (USACE) rainfall-runoff model, HEC-HMS Version 4.10, will be used for computing flows for Legg Creek, Meadow Creek, Roseberry Creek, Shining Creek (Sinking East), Strong Creek, and Woods Creek.

PCSWMM, developed by Computational Hydraulics International (CHI), will be used to perform rainfall-runoff modeling in the more highly developed Conner Creek watershed. Much of the stormwater runoff in many of the Conner Creek sub-watersheds drain to the main stem of Conner Creek through closed conduit storm drain networks. PCSWMM is capable of modeling both overland flow and underground storm drain systems. The proposed level of analysis for this watershed is greater than a typical FEMA-type study using HEC-HMS and can help Knox County with

their long-range master planning goals. WSP will model the Conner Creek watershed to a minimum conduit size of 18-inches or a minimum subbasin area of 0.1 square miles. Conner Creek has one stream gage that will be considered in the analysis.

Basin, routing reach, and detention structure model parameters for each watershed will be estimated using LiDAR DEMs, aerial imagery, land use, and storm drain system information provided by KGIS and soils data collected from the United States Department of Agriculture (USDA) Natural Resources Conservation Service (NRCS).

Hydraulic Modeling

WSP will use USACE HEC-RAS Version 6.3.1 to perform one-dimensional steady-state detailed hydraulic modeling for each stream. Cross-section station/elevation data will be obtained from KGIS LiDAR DEMs supplemented by channel survey as appropriate. Field survey data collected by RGC and KGIS culvert data field verified by WSP will be used to develop structure geometry. Manning's n roughness coefficients will be estimated by reviewing aerial imagery and survey photographs. Other model inputs will be estimated using ESRI ArcGIS Pro and RAS Mapper.

As of the submission of this proposal, a roadway construction project with significant grading is on-going along Meadow Creek. The initial hydraulic model geometry will be developed using the proposed grading contours. The proposed grading data will be provided to WSP by Knox County in AutoCAD or Microstation format and projected in Tennessee State Plane coordinate system. Knox County will then provide new LiDAR data reflecting the finished grading in DEM format upon completion of the roadway project for use in the PMR. WSP will replace the proposed grading geometry in the hydraulic model with the new LiDAR data. If the roadway project is not finished or the new LiDAR is not provided, WSP will provide Flood Hazard Products generated from the proposed grading geometry to Knox County, but cannot complete the PMR.

WSP will model flood profiles for the 2-year, 10-year, 25-year, 50-year, 100-year, 500-year, 100-year plus, and the 100-year minus frequency events as well as the Floodway.

Initial special flood hazard areas, depth and water surface elevation grids will be produced using RAS Mapper and refined during the Flood Risk Product Development Task.

<u>Study-Specific Task 3: Flood Risk Product Development</u>

The flood risk product development task includes two approaches: WSP providing flood hazard products but not updating the FEMA DFIRM database or WSP updating the FEMA DFIRM database and FIS through the Physical Map Revision (PMR) process. The following sections describe these approaches in more detail.

Flood Hazard Products

For this approach, WSP will refine RAS Mapper outputs using ArcGIS Pro to prepare shapefiles and grids that represent the flood hazard for each study stream. WSP will provide HEC-RAS model stream centerlines, cross-sections, special flood hazard areas (SFHAs) including floodplains and floodways, water surface elevation grids, depth grids, and velocity grids. Floodplains and grids will be provided for the 2-year, 10-year, 25-year, 50-year, 100-year, 500-year, 100-year plus, and the 100-year minus frequency events. The cross-sections will be populated with stream name, HEC-RAS river station, and water surface elevations. The SFHAs and grids will be output from RAS Mapper and prepared to FEMA standards using ESRI ArcGIS Pro.

Physical Map Revision

To update the FEMA DFIRM database, WSP proposes to use a physical map revision (PMR) approach. The objective of PMR is to update regulatory flood hazard data and ensure that the most current and up-to-date flood hazard data, including all new studies and Letters of Map Revision (LOMRs), are incorporated into the National Flood Hazard Layer (NFHL). PMRs are processed by FEMA when a portion of a community's flood hazards need to be revised and updating the full countywide regulatory products is not necessary.

The PMR process after modeling is complete includes the following steps for the PMR footprint:

PMR Step 1: Floodplain Mapping

Floodplain mapping activities include the mapping of the 100-year and 500-year annual chance event floodplains and regulatory floodways based upon updated topographic data. WSP will also provide gridded products as described in the Flood Hazard Products approach section.

PMR Step 2: Develop Draft DFIRM Database

WSP will prepare the DFIRM database using ArcGIS Pro in accordance FEMA standards and guidance, including all relevant Technical Reference documents. WSP will coordinate with FEMA to complete and submit the Key Decision Point (KDP) 2 form prior to Quality Review (QR) 1.

PMR Step 3: Produce Preliminary Map Products

WSP will use FEMA's Automated Map Production (AMP) tool to prepare Preliminary FIRM panels. The AMP tool will apply the final FEMA FIRM graphic and database specifications to the FIRM files produced under the Floodplain Mapping task for the PMR panels. FIRM panel production includes adding all required annotation, line pattern, area shading, and map collar information (e.g., map borders, title blocks, legends, and notes to user). The preliminary FIS will also be produced during this task.

Upon completion of this task, the Preliminary FIRM panels and FIS will be submitted to FEMA for QRs 2, 3, 5, 6, and 7 completeness checks.

PMR Step 4: Distribute Preliminary Map Products

The Distribute Preliminary Map Products task consists of the final preparation, review, and distribution of the preliminary copies of the FIRM panels and FIS report, and the preliminary summary of map actions (SOMA) and revalidation letters to community officials and the general public for review and comment. WSP will prepare and submit the KDP3 required documentation to be reviewed and approved at the FEMA Regional level. Preliminary distribution cannot begin until this process is approved. FEMA may audit or assist in these activities if deemed to be necessary by the FEMA Regional PO. The activities to be performed are summarized below.

- *Preliminary Transmittal Letter Preparation* – WSP will prepare letters and transmit the Preliminary copies of the FIRM panels, FIS report and related enclosures to communities, other Project Team members, the State NFIP Coordinator, and the FEMA Regional Office. This letter may be prepared using the national or regional template with FEMA letterhead/logo and with FEMA signature.

- *Distribution of Preliminary Package* – WSP will distribute the Preliminary copies of the FIRM and FIS report, Preliminary SOMA to affected communities, other Project Team members, the State NFIP Coordinator, and the FEMA Regional Office.

PMR Step 5: Post-Preliminary Map Production

The Post-Preliminary activity consists of completing the statutory, regulatory and administrative activities required to finalize the FIRM panels and FIS report after the Preliminary copies of the FIRM panels and FIS report have been issued to community officials and the public for review and comment. The activities to be performed are summarized below. Activities that are consider post-preliminary map production base tasks are indicated as such.

- *News Release Preparation (Base Task)* – WSP will create Expanded Appeals Process (EAP) notices for studies that result in new or modified BFEs or base flood depths and/or new or modified flood hazard information, including additions or modifications of any SFHA boundary, SFHA zone designation, or regulatory floodway within a community. FEMA, or its designee, shall perform QA/QC reviews of the Flood Hazard Determination (FHD) information for accuracy and compliance with FEMA format requirements.

- *Initiation of Statutory 90-Day Appeal Period (Base Task)* – When required, upon completion of a 30-day community comment period and/or final coordination meeting with the affected communities, the following activities are completed in accordance with the current version of the FEMA standards, and appropriate guidance:
    - WSP will prepare and submit the KDP4 required documentation to be reviewed and approved at the FEMA Regional level.
    - WSP will prepare and submit the FEDD file to FEMA, or its designee, for interim review #1.
    - WSP will prepare and deliver to FEMA, or its designee, the appropriate flood hazard determination notice(s) to be published in the Federal Register.
    - WSP will send proposed FHD notification letters and verify confirmation of receipt to meet FEMA standards and guidance, using the Appeal Start template to the community Chief Executive Officers (CEOs) and floodplain administrators.
    - WSP will ensure that news release notifications of Proposed FHD changes are published in prominent newspapers in accordance with 44 CFR Part 67.4.
    - This project is a community-initiated PMR and includes a flood risk review meeting. As such, WSP assumes that the community will have approved of the modeling results and mapping prior to the issuance of preliminary map products. WSP assumes that no effort will be required for resolution of appeals or comments. The flood risk review meeting is described in the Outreach section of this proposal.
- *Revision and Finalization of FIRM and FIS Report* – If necessary, WSP will coordinate with FEMA to determine the appropriate level of effort to revise the FIRM and FIS report and shall distribute revised Preliminary copies of the FIRM and FIS report to the CEO and floodplain administrator of each affected community, other Project Team members, the State NFIP Coordinator, and the FEMA Regional Office. WSP will finalize the FIRM and FIS in accordance with FEMA standards and guidance, and deliver final products for automated and visual National QRs (QR5 and QR7) in accordance with FEMA standards.
- *Processing of LFD (Base Task)* – WSP will prepare and submit the FEDD Files for Interim Review #2. Once the FEDD Files has passed review, WSP will prepare and submit the KDP5 required documentation to be reviewed and approved at both the FEMA Regional and FEMA Headquarters levels. WSP will work with FEMA to establish the effective date for the FIRM and FIS report and shall prepare LFDs for affected communities. WSP will submit the Final Mapping Products and LFD Package for Quality Reviews 5, 6, and 7 per FEMA guidance and standards, in coordination with the Region and its designated contractor. FEMA, or its designated contractor, shall mail the final signed LFDs and enclosures, including Final SOMAs, and distribute appropriate copies of the signed LFDs and Final SOMAs. FEMA's Customer and Data Services (CDS) contractor shall address all automated and visual National QRs (Quality Review 5 and Quality Review 7) comments and will be responsible for obtaining a pass on the QR of the LFD package (Quality Review 6) prior to the distribution of the LFD letters.
- *Final SOMA Preparation (Base Task)* – WSP will prepare Final SOMAs for the affected communities with assistance from FEMA.
- *Final FHD Notice (Base Task)* – Typically, the Final FHD Notice to be published in the Federal Register is generated from the Proposed Notice. WSP will prepare an appropriate final notice and deliver to FEMA for review and publication.
- *Processing of Final FIRM and FIS Report for Printing* – WSP will prepare final reproduction materials for the FIRM (developed from the FEMA AMP tool) and FIS report and provide these materials to FEMA in accordance with FEMA standards and guidance for printing by the Map Service Center (MSC). WSP will also prepare the appropriate paperwork to accompany the FIRM and FIS report and transmittal letters to the community CEOs. WSP will submit a DFIRM database that will be used with FEMA's AMP tool to produce FIRM panels. FEMA's CDS contractor will be responsible to address any QR7 and QR8 in accordance with FEMA standards and guidance.
- *Revalidation Letter Processing (Base Task)* – WSP will prepare and distribute letters for FEMA signature to the community CEOs and floodplain administrators to notify the affected communities about Letters of Map Change for which determinations will remain in effect after the FIRM and FIS report become effective. WSP will update the MIP SOMA tool as necessary to prepare and submit the Revalidation Letters to FEMA, or its designee, for review and approval prior to distributing the letters to communities. The Revalidation Letters must be submitted for review 5 weeks prior to the effective date. WSP will mail Revalidation Letters to

communities one week before the effective date, following review completion and FEMA approval. After distribution of the revalidation letters, WSP will send copies of the official dated letters to FEMA, or its designee, for submittal to the LOMC subscription service.

Base Tasks

The seven base tasks listed below are required for a PMR project. Those tasks are as follows:

- Terrain Development
- Base Map Development
- Pre-Model Data Preparation
- Updating DFIRM Database to FIRM Database Technical Reference standards and FIS to FIS Report Technical Reference standards
- Incorporate LOMRs
- Post-Preliminary Map Production Base Tasks
- Outreach

Terrain Development

WSP proposes to use DEM tiles provided by KGIS to prepare Terrain datasets representing the entire watershed for each study stream. The KGIS DEMs were developed from LiDAR data collected in 2021 and 2022. These Terrains will be used for hydrologic analysis, hydraulic analysis, and floodplain boundary delineation. KGIS will provide accuracy and metadata information for the DEMs that WSP will include in the PMR Terrain submittal.

If LiDAR is collected for the completed roadway project along Meadow Creek and then used in the PMR, it will also be included for the overall project Terrain.

Base Map Development

Base map preparation activities consist of obtaining and formatting the digital base map (raster or vector) for the project. Activities also include the review of the base map and obtaining the necessary documentation/verification that base map data source(s) may be used and distributed by FEMA. WSP proposes to us raster and planimetric information provided by KGIS to develop the project base map.

Pre-Model Data Preparation

This task involves collecting and preparing datasets for modeling. KGIS provided aerial imagery collected in 2022, LiDAR data collected in 2021 and 2022 in both LAS and DEM format, and a stormwater geodatabase that includes storm drain infrastructure and current land use feature classes for the proposed study watersheds. Knox County will provide proposed design grading files and LiDAR DEMs representing the completed roadway project along Meadow Creek to complete the PMR. WSP will collect and prepare soils spatial datasets from the NRCS for the study streams. Stream flow and stage data will be collected for the four USGS stream gages for use in model calibration and gage analysis as appropriate. Rainfall depths for the model frequency events will be taken from NOAA Atlas 14. Rainfall data for historic events also be obtained from NOAA. These data sets will be reformatted as necessary for use in modeling and mapping tasks.

Update DFIRM Database and FIS to Current Standards

The FEMA document *FIRM Database, Guidance Document No. 38 (Guidance for Flood Risk Analysis and Mapping, Physical Map Revision)* published on November 2022 and the email titled "RE: Community Initiated PMR – Knox County, Tennessee" sent by FEMA Region IV Risk Analysis Branch Chief, Kristen Martinenza, requires that the following tasks be performed:

- The entire DFIRM database be updated to FIRM Database Technical Reference
- The FIS report be updated to FIS Report Technical Reference

WSP will update the Knox County DFIRM database and FIS these current standards across the entire county.

Incorporate LOMRs

FIRM Database, Guidance Document No. 38 (Guidance for Flood Risk Analysis and Mapping, Physical Map Revision) published on November 2022 and the email titled "RE: Community Initiated PMR – Knox County, Tennessee" sent by FEMA Region IV Risk Analysis Branch Chief, Kristen Martinenza also requires that all LOMRs within the county be incorporated into the FIS. LOMRs that are within the PMR footprint need to be incorporated into the FIRM panels. As of the submission of this proposal, the County has six LOMRs that would need to be incorporated, none of which are within the PMR footprint.

WSP will incorporate the LOMRs into the FIS. Because this project has a time-line of 30 months, WSP assumes that a total of eight LOMRs will be incorporated by project completion.

Post-Preliminary Map Production Base Tasks

The following post-preliminary map production activities are considered base tasks. These activities are described above in PMR Step 5.

- News Release Preparation
- Initiation of Statutory 90-Day Appeal Period
- Processing of LFD
- Final SOMA Preparation
- Final FHD Notice
- Revalidation Letter Processing

Outreach

WSP proposes to facilitate two meetings associated with the PMR process: the Flood Risk Review (FFR) meeting and Consultation Coordination Officer (CCO) meeting. These meetings are described in more detail below.

Outreach Meeting #1: Flood Risk Review Meeting

This meeting will serve to provide communities with engineering data and drafts of Flood Risk products, collect feedback, and revise as needed. It will also provide the opportunity to show how the datasets can help communities become more resilient by understanding risk data and communicating about risk. Activities include planning, presenting, and facilitating discussions of data inputs and engineering models used for flood studies with community officials. In addition, draft work maps showing initial study results will be presented during the meeting.

Outreach Meeting #2: Final Consultation Coordination Officer Meeting

This meeting will provide local officials an opportunity to verify the appropriate revisions have been made to previously demonstrated information, take ownership of the products, and deliver the results of the project to local community members. Activities include planning, presenting, and facilitating discussions with community officials for awareness and acceptance of regulatory products. The purpose of the meeting will be to review data inputs to a flood study, preview changes to preliminary FIRM data and maps, discuss newly identified flood risk and community actions to reduce risk, and provide information about the appeals period, map adoption, and insurance impacts.

For each of these meetings, WSP will prepare a presentation providing an overview of the study methodologies and results, prepare printed hard copies of the PMR FIRM panels, and have spatial datasets available for review at computer workstations. Provisions will be made for remote access video/audio feeds for those that cannot attend in person.

<u>Study Summary</u>

Twenty-four study options were initially presented to Knox County in WSP's proposal dated May 25, 2023. The study options selected by Knox County in an email dated June 28, 2023 are presented in Table 4.

TABLE 4: STUDY OPTION SUMMARY

Stream Name	Hydrology Method	Hydraulic Modeling Method	Flood Risk Product Development Approach
Legg Creek	HEC-HMS	HEC-RAS	Flood Hazard Products
Meadow Creek	HEC-HMS	HEC-RAS	PMR
Roseberry Creek	HEC-HMS	HEC-RAS	PMR
Shining Creek (Sinking East)	HEC-HMS	HEC-RAS	Flood Hazard Products
Stock Creek	Gage/Regression	HEC-RAS	PMR
Strong Creek	HEC-HMS	HEC-RAS	Flood Hazard Products
Woods Creek	HEC-HMS	HEC-RAS	Flood Hazard Products
Conner Creek	PCSWMM	HEC-RAS	PMR

At the time of this proposal submission, a roadway construction project was in progress along Meadow Creek with on-going site grading. Because of this, the LiDAR provided by KGIS does not capture the completed roadway project and would not be suitable for a PMR update. WSP will prepare the initial hydrologic and hydraulic models using the roadway project's proposed design grading files that will be provided by Knox County. Non-regulatory flood hazard products can be prepared using the proposed design grading files. To complete the PMR, Knox County will need to provide WSP with LiDAR DEMs representing the completed roadway project grading by April 1, 2023 for incorporation into modeling and mapping. Otherwise, WSP will provide the non-regulatory flood hazard products based on the roadway project's proposed design grading files.

DELIVERABLES

WSP will deliver engineering calculations and model files for each study stream. Deliverables for each flood risk product development approach are as follows:

- Flood Hazard Products
  - Stream centerlines
  - Cross-sections
  - SFHAs (floodplains and floodways)
  - Water surface elevation grids
  - Depth grids
  - Velocity grids
- PMR
  - Preliminary DFIRM database, FIRM panels, and FIS
  - Final DFIRM database, FIRM panels, and FIS

WSP will also prepare the following deliverables for FRR and CCO meetings:

- List of property owners impacted by changes to flood hazard
- Invitation letter templates for Knox County to distribute to stakeholders
- Powerpoint presentations providing an overview of the project, modeling methodologies, and study results
- Hard copies of the PMR FIRM panels

ASSUMPTIONS

The following assumptions apply to this scope of work.

General Assumptions:

1) The assumed study extents, stream lengths, drainage areas, and panel counts for each study stream are as presented in Table 2 of this proposal.
2) The project coordinate system is NAD 1983 StatePlane Tennessee FIPS 4100 (US Feet).
3) The KGIS planimetric data provided by Sean Kitts in an email link provided on April 10, 2023 is considered the best-available planimetric data for this study.
4) The LiDAR DEM data provided on the hard-drive picked up by WSP from KGIS on April 21, 2023 is considered the best available LiDAR data for this study besides the portion of Meadow Creek in the roadway project footprint.
5) Knox County will provide proposed design grading files for the roadway project along Meadow Creek in AutoCAD or MicroStation format.
6) Completion of a PMR for Meadow Creek is contingent on the roadway project being completed in time for Knox County to provide LIDAR DEMs of the roadway project to WSP by April 1, 2024. If the PMR can't be completed, WSP will deliver non-regulatory flood hazard products using modeling result from the proposed design grading files.

Field Data Collection Assumptions:

7) WSP sub-contractor, RGC, will collect survey data for the proposed cross-sections, proposed culverts, and proposed bridges as presented in Table 3.
8) WSP staff will field verify KGIS data for the KGIS box culverts presented in Table 3.
9) WSP staff will collect storm drain information for a maximum of 108 conduits in the Conner Creek watershed.
10) A tape measure or grade rod is appropriate to estimate storm drain infrastructure measurements in the Conner Creek watershed.

Modeling Assumptions:

11) Hydrologic modeling methods as presented in Table 4 of this proposal are appropriate for these analyses.
12) LiDAR data is appropriate to characterize detention pond and sinkhole stage-storage curves.
13) The best available normal pool elevation and stage-frequency curve for Melton Hill Lake will be provided by TVA or Knox County.
14) One-dimensional, steady-state modeling using HEC-RAS Version 6.3.1 is appropriate for these studies.
15) Two-dimensional hydraulic modeling is not required for the studies.
16) WSP will model the Conner Creek watershed to a minimum conduit size of 18-inches or a minimum subbasin area of 0.1 square miles.
17) WSP will attempt to calibrate models to a maximum of one historic peak flood stage where data is available.
18) Calibration will be considered successful if a historic flood profile is within +/- 1-foot of a historic peak flood stage but WSP cannot guarantee calibration will be successful.

PMR Assumptions:

19) This PMR will only require one appeal period.
20) This project is a community initiated PMR and includes a flood risk review meeting. As such, WSP assumes that the community will have approved of the modeling results and mapping prior to the issuance of preliminary map products. WSP assumes that no effort will be required for resolution of appeals or comments.
21) WSP will prepare two drafts of FIRM panels for the PMF footprint and two drafts of the FIS.
22) A maximum of eight LOMRs will be incorporated into the study.
23) The LOMR locations will not be within the PMR panel footprint, and therefore will only be incorporated into the FIS in accordance with the email from Kristen Martinenza on April 25, 2023.
24) FEMA will not require a revised analysis of any study during PMR Steps 1 through 5.

Outreach Assumptions:

25) Three WSP staff will attend the FRR and CCO meetings.
26) The FRR and CCO meetings will be held in-person and hosted by Knox County.
27) Knox County will distribute invitations to stakeholders for the FRR and CCO meetings.

SCHEDULE

It is our understanding that WSP will begin work on this project upon Notice to Proceed (NTP) from Knox County. We anticipate the project duration to complete the PMR to be 30 months. The anticipated project duration to deliver flood hazard products is 13 months. A proposed project schedule assuming a start date of July 1, 2023 is provided in Attachment 2.

ESTIMATED COST

WSP will submit monthly invoices for payment for work performed on a time and materials basis. A summary of on-going and completed tasks executed during the invoice period will be provided with each invoice. The price of the base task and study options selected by Knox County is provided in Table 5.

TABLE 5: FLOODPLAIN MAPPING SERVICES PRICE BREAKDOWN

Stream Name	Hydrology Method	Hydraulic Modeling Method	Flood Risk Product Development Approach	Study Option Price
Legg Creek	HEC-HMS	HEC-RAS	Flood Hazard Products	$74,240
Meadow Creek	HEC-HMS	HEC-RAS	PMR	$108,340
Roseberry Creek	HEC-HMS	HEC-RAS	PMR	$136,020
Shining Creek (Sinking East)	HEC-HMS	HEC-RAS	Flood Hazard Products	$61,380
Stock Creek	Gage/Regression	HEC-RAS	PMR	$113,870
Strong Creek	HEC-HMS	HEC-RAS	Flood Hazard Products	$53,750
Woods Creek	HEC-HMS	HEC-RAS	Flood Hazard Products	$78,780
Conner Creek	PCSWMM	HEC-RAS	PMR	$163,910
			Study Option Subtotal Price	**$790,290**
			Base Tasks Price	$159,330
			Floodplain Mapping Services Total Price	***$949,620***

Invoices submitted for payment shall not exceed a maximum price of $949,620. Any increase in price for any scope item must be agreed to by both parties in advance.

BY:

Glenn Jacobs, Mayor
Knox County

Date: 8/31/23

Edwin W. Watkins, Vice President
WSP USA Environment & Infrastructure, Inc.

Date: 7/6/2023

Contract No.: 23-415

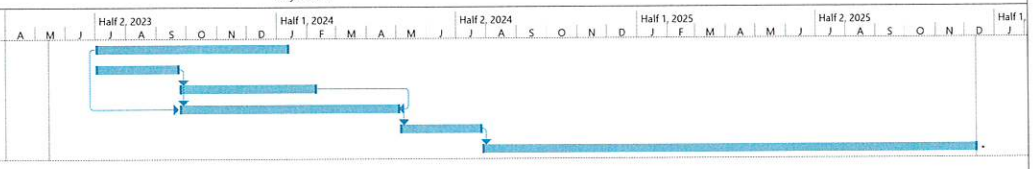
APPROVED AS TO LEGAL FORM

Knox County Law Director Date 7/7/23

Attachment 2

Knox County Floodplain Mapping
Proposed Project Schedule
July 2023

ID	Task Name	Duration	Start	Finish
1	Survey	140 days	Mon 7/3/23	Fri 1/12/24
2	Data Preparation	60 days	Mon 7/3/23	Fri 9/22/23
3	Hydrology	100 days	Mon 9/25/23	Fri 2/9/24
4	Hydraulics	160 days	Mon 9/25/23	Fri 5/3/24
5	Flood Hazard Products	60 days	Mon 5/6/24	Fri 7/26/24
6	PMR	360 days	Mon 7/29/24	Fri 12/12/25



Attachment 3

WSP USA Environment & Infrastructure, Inc. (WSP)
Terms and Conditions

1. COMPENSATION: Invoices will be submitted at least monthly for Services rendered. Terms of payment are net thirty (30) days from date of invoice. Payment will be made to WSP at the address specified on WSP's invoice. If CLIENT reasonably objects to all or any portion of an invoice, CLIENT shall notify WSP of that fact in writing within ten (10) days from the date of receipt of WSP's invoice, give reasons for the objection, and pay that portion of the invoice not reasonably in dispute. Failure of CLIENT to provide such written notice within the allowed ten (10) day period shall be deemed to be a waiver of all objections to that invoice.

2. STANDARD OF CARE: WSP will perform the Scope of Services utilizing that degree of skill and care ordinarily exercised under similar conditions by reputable members of WSP's profession practicing in the same or similar locality at the time of performance. NO OTHER WARRANTY, GUARANTY, OR REPRESENTATION, EXPRESS OR IMPLIED, IS MADE OR INTENDED IN THIS AGREEMENT, OR IN ANY COMMUNICATION (ORAL OR WRITTEN), REPORT, OPINION, DOCUMENT, OR INSTRUMENT OF SERVICE, AND THE SAME ARE SPECIFICALLY DISCLAIMED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

3. INDEPENDENT CONTRACTOR: WSP shall be fully independent and shall not act, except as permitted herein, as an agent or employee of CLIENT. WSP shall be solely responsible for its employees and for their compensation, benefits, contributions, and taxes, if any. Unless otherwise agreed to in writing by WSP and CLIENT, neither party shall directly or indirectly solicit, hire or retain, or knowingly cause a third party to solicit, hire or retain, during the term of this Agreement and for a period of one (1) year after the date on which this Agreement terminates, any employee of the other party who works on the preparation of the Proposal or otherwise performs Services under or in connection with this Agreement. Nothing herein shall prevent either party from hiring any individual who responds to a general advertisement for services.

4. INSURANCE: WSP will maintain insurance for this Agreement in the following types and limits: (i) worker's compensation insurance as required by applicable law, (ii) comprehensive general liability insurance (CGL) ($1,000,000 per occurrence / $2,000,000 aggregate), and (iii) automobile liability insurance for bodily injury and property damage ($1,000,000 CSL).

5. CHANGES: CLIENT may order changes within the general scope of the Services by altering, adding to, or deleting from the Services to be performed. Work beyond the scope of services or re-doing any part of the project through no fault of WSP, shall constitute extra work and shall be paid for on a time-and-materials basis in addition to any other payment provided for in this Agreement. Should WSP encounter conditions which were (i) not reasonably anticipated, including, but not limited to, changes in applicable law, (ii) subsurface or otherwise concealed physical conditions that differ materially from those indicated in this Agreement or (iii) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in activities of the character contemplated by this Agreement, WSP shall promptly provide notice to CLIENT. CLIENT shall promptly investigate such conditions. If, in WSP's reasonable opinion, the conditions cause an increase or decrease in WSP's cost of, or time required for, performance of any part of its Services, CLIENT shall issue a Change Order with an equitable adjustment in WSP's compensation, schedule, or both. In the event no Change Order is agreed to, WSP reserves the right to either (i) suspend its performance until a Change Order is agreed to or (ii) discontinue its performance and terminate this Agreement.

6. FORCE MAJEURE: Should performance of Services by WSP be affected by causes beyond its reasonable control, WSP will be granted a time extension and the parties will negotiate an equitable adjustment to the price, where appropriate, based upon the effect of the Force Majeure on performance by WSP.

7. CLIENT'S RESPONSIBILITIES: CLIENT agrees to provide WSP all available material, data, and information pertaining to the Services.

8. SITE ACCESS: CLIENT shall at its cost and at such times as may be required by WSP for the successful and timely completion of Services: (i) provide unimpeded and timely access to any site, including third party sites if required (ii) provide an adequate area for WSP's site office facilities, equipment storage, and employee parking; (iii) furnish all construction utilities and utilities releases necessary for the Services; (iv) provide the locations of all subsurface structures, including piping, tanks, cables, and utilities; (v) approve all locations for digging and drilling operations; and (vi) obtain all permits and licenses which are necessary and required to be taken out in CLIENT's name for the Services. WSP will not be liable for damage or injury arising from damage to subsurface structures that are not called to its attention and correctly shown on the plans furnished to WSP in connection with its work.

9. WARRANTY OF TITLE, WASTE OWNERSHIP: CLIENT has and shall retain all responsibility and liability for the environmental conditions on the site. Title and risk of loss with respect to all materials shall remain with CLIENT At no time will WSP assume possession or title, constructive or express, to any such materials, including samples and wastes.

10. LIMITATION OF LIABILITY:

CLIENT's sole and exclusive remedy for any alleged breach of WSP's standard of care hereunder shall be to require WSP to re-perform any defective Services. All claims by CLIENT shall be deemed relinquished unless filed within one (1) year after substantial completion of the Services.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, CLIENT AGREES THAT THE LIABILITY OF WSP TO CLIENT FOR ANY AND ALL CAUSES OF ACTION, INCLUDING, WITHOUT LIMITATION, CONTRIBUTION, ASSERTED BY CLIENT AND ARISING OUT OF OR RELATED TO THE NEGLIGENT ACT(S), ERROR(S) OR OMISSION(S) OF WSP IN PERFORMING SERVICES, SHALL BE LIMITED TO FIFTY THOUSAND DOLLARS ($50,000) OR THE TOTAL FEES ACTUALLY PAID TO WSP BY CLIENT UNDER THE AGREEMENT WITHIN THE PRIOR ONE (1) YEAR PERIOD, WHICHEVER IS LESS ("LIMITATION"). CLIENT HEREBY WAIVES AND RELEASES (I) ALL PRESENT AND FUTURE CLAIMS AGAINST WSP OTHER THAN THOSE DESCRIBED IN THE PRECEDING SENTENCE, AND (II) ANY LIABILITY OF WSP IN EXCESS OF THE LIMITATION.

In consideration of the promises contained herein and for other separate, valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CLIENT acknowledges and agrees that (i) but for the Limitation, WSP would not have performed the Services, (ii) it has had the opportunity to negotiate the terms of the Limitation as part of an "arms-length" transaction, (iii) the Limitation amount may differ from the amount of professional liability insurance carried by WSP, (iv) the Limitation is merely a limitation of, and not an exculpation from, WSP's liability and does not in any way obligate CLIENT to defend, indemnify or hold harmless WSP, (v) the Limitation is an agreed remedy, and (vi) the Limitation amount is neither nominal nor a disincentive to WSP performing the Services in accordance with the Standard of Care.

WSP and CLIENT shall each waive any right to recover from the other party for any special, incidental, indirect, or consequential damages (including lost profits and loss of use) incurred by either WSP or CLIENT or for which either party may be liable to any third party, which damages have been or are occasioned by Services performed or reports prepared or other work performed hereunder.

CLIENT agrees that the damages for which WSP shall be liable are limited to that proportion of such damages which is attributable to WSP's percentage of fault subject to the other limitations herein.

~~**11. INDEMNITY. CLIENT agrees to defend, indemnify, protect and hold harmless WSP and its officers, employees and agents from any and all claims, liabilities, damages or expenses, including but not limited to, delay of the project, reduction of property value, fear of or actual exposure to or release of toxic or hazardous substances, and any consequential damages of whatever nature, which may arise directly or indirectly, to any party, as a result of the services provided by WSP under this Agreement, unless such injury or loss is caused by the sole negligence of WSP.**~~

12. ASSIGNMENT AND SUBCONTRACTING: Neither party shall assign its interest in this Agreement without the written consent of the other. If services are required in New York, WSP will arrange for such services to be provided by an associated firm and this agreement, where required, shall be deemed to be directly between the CLIENT and the licensed firm for all purposes related to the specific scope of services. WSP shall retain responsibility in accordance with this Agreement for all services performed.

13. COST ESTIMATES: If included in the Services, WSP will provide cost estimates based upon WSP's experience on similar projects, which are not intended for use by CLIENT or any other party in developing firm budgets or financial models, or in making investment decisions. Such cost estimates represent only WSP's judgment as a professional and, if furnished, are only for CLIENT's general guidance and are not guaranteed as to accuracy.

14. TERMINATION: Either party may terminate this Agreement at any time by providing not less than ten (10) days advance written notice to the other party. In the event of a termination, CLIENT shall pay for all reasonable charges for work performed and demobilization by WSP to date of notice of termination. The limitation of liability and indemnity obligations of this Agreement shall be binding notwithstanding any termination of this Agreement.

15. GOVERNING LAWS/LANGUAGE: This Agreement shall be governed and construed in accordance with the laws of the state of the WSP office entering into this Agreement. All communications relating to or arising out of this Agreement shall be in the English language.

16. FIELD REPRESENTATION: The Services do not include supervision or direction of the means, methods or actual work of other consultants, contractors and subcontractors not retained by WSP. The presence of WSP's representative will not relieve any such other party from its responsibility to perform its work and services in accordance with its contractual and legal obligations and in conformity with the plans and specifications for the project. CLIENT agrees that each such other party will be solely responsible for its working conditions and safety on the site. WSP's monitoring of the procedures of any such other party is not intended to include a review of the adequacy of its safety measures. It is agreed that WSP is not responsible for safety or security at a site, other than for WSP's employees, and that WSP does not have the contractual duty or legal right to stop the work of others.

17. DISPUTES: Any dispute arising hereunder shall first be resolved by taking the following steps, where a successive step is taken if the issue is not resolved at the preceding step: 1) by the technical and contractual personnel for each party performing this Agreement, 2) by executive management of each party, 3) by mediation, or 4) through the court system of the state of the WSP office that is entering into this Agreement. CLIENT hereby waives the right to trial by jury for any disputes arising out of this Agreement. Except as otherwise provided herein, each party shall be responsible for its own legal costs and attorneys' fees.

18. EXCLUSIVE USE: Services provided under this Agreement, including all reports, information or recommendations prepared or issued by WSP, are for the exclusive use of the CLIENT for the project specified. No other use is authorized under this Agreement. CLIENT will not distribute or convey WSP's reports or recommendations to any person or organization other than those identified in the project description without WSP's written authorization. CLIENT releases WSP from liability and agrees to defend, indemnify, protect and hold harmless WSP from any and all claims, liabilities, damages or expenses arising, in whole or in part, from such unauthorized distribution. All reports, drawings, plans, documents, software, source code, object code, field notes and work product (or copies thereof) in any form prepared or furnished by WSP under this Agreement are instruments of service. Exclusive ownership, copyright and title to all instruments of service remain with WSP.

19. ENTIRE AGREEMENT: The terms and conditions set forth herein constitute the entire understanding and agreement of WSP and CLIENT with respect to the Services. All previous proposals, offers, and other communications relative to the provisions of these Services are hereby superseded. Should CLIENT utilize its purchase order or any other form to procure services, CLIENT acknowledges and agrees that its use of such purchase order or other form is solely for administrative purposes and in no event shall WSP be bound to any terms and conditions on such purchase order or other form, regardless of reference to (e.g. on invoices) or signature upon (e.g. acknowledgement) such purchase order or other form by WSP. CLIENT shall reference this Agreement on any purchase order or other form it may issue to procure WSP services, but CLIENT's failure to do so shall not operate to modify this Agreement.

Attachment 4
Fee Schedule 2023
WSP USA Environment & Infrastructure Solutions, Inc.

Labor Category	Description	Hourly Rate
Project Manager	Responsible for project execution. Oversees and directs the work of engineers, GIS specialists, surveyors, technicians and scientists.	$220
Senior Project Engineer	Senior Engineer responsible for oversight of engineering calculations.	$200
Project Engineer	Project Level Engineer responsible for engineering calculations and/or oversight of engineering calculations.	$175
Staff Engineer	Staff level Engineer responsible for engineering calculations and/or oversight of engineering calculations.	$130
Junior Engineer	Jr. Engineer responsible for engineering calculations	$115
Senior Project Professional	Senior Scientist or specialized consultant responsible for project tasks or oversight of project tasks within area of expertise.	$135
Project Professional	Scientist or specialized consultant responsible for project tasks within area of expertise.	$111
Senior GIS Analyst	Oversees advanced raster processing, terrain data building, handles complex GIS functions, advanced GIS troubleshooting, advanced geoprocessing, database maintenance, and GIS data review.	$175
Project GIS Analyst	Performs advanced raster processing, terrain data building, handles complex GIS functions, advanced GIS troubleshooting, advanced geoprocessing, database maintenance, and GIS data review.	$150
GIS Analyst	Performs raster processing, geodatabase creation and maintenance, data compilation, advanced geoprocessing, data conversion, and data migration.	$120
GIS Technician II	Digitizes data, builds and loads geodatabases, compiles geographic data from multiple sources, geoprocessing, and creates and prints maps.	$105
GIS Technician	Digitizes data, tabular data entry, and creates and prints maps.	$90
Administrative Assistant	Performs administrative tasks such as typing, filing, collation of reports etc.	$85

Subcontractor and other direct costs will be invoiced at cost plus 10%. Rates are subject to annual escalation.

Environment & Infrastructure, Inc.
2030 Falling Water Road, Suite 300
Knoxville, Tennessee 37922
T: 865-671-6774

December 2, 2024

Amanda Purkey
Civil & Site Plan Review Manager
Land Development Services
Knox County - Engineering and Public Works
205 W. Baxter Avenue
Knoxville, TN 37917

RE: PRICE PROPOSAL
Professional Engineering Consultant Services
Purchase Order 23004011-02: Knox County Floodplain Mapping – Addendum 1

Dear Ms. Purkey:

WSP USA Environment & Infrastructure, Inc. (WSP) is pleased to submit this Addendum 1 proposal for the on-going floodplain mapping in Knox County, Tennessee. WSP received Purchase Order (PO) 23004011-02 dated June 15, 2023 reflecting a WSP proposal dated July 6, 2023. The July 6, 2023 proposal scope was developed during a March 20, 2023 scoping meeting between WSP and Knox County, subsequent phone conversations and emails between WSP and Knox County, and an email provided by FEMA Region IV dated April 25, 2023 provided guidance for a community-initiated physical map revision (PMR). This proposal reflects changes to the scope of work since the July 6, 2023 proposal was submitted and subsequent PO 23004011-02 was awarded.

PROJECT INFORMATION

Knox County tasked WSP with conducting detailed floodplain modeling and providing flood hazard products on eight streams in the county. The July 6, 2023 proposal also tasked WSP with updating FEMA regulatory mapping products through FEMA's Physical Map Revision (PMR) process for four streams. Table 1 lists the eight streams currently being studied and indicates which ones were scoped to be part of the PMR in the July 6, 2023 proposal.

TABLE 1: JULY 6, 2023 PROPOSED STUDY STREAM SEGMENTS & PMR

Stream Name	PMR
Legg Creek	No
Meadow Creek	Yes
Roseberry Creek	Yes
Shining Creek (Sinking Creek East)	No
Stock Creek	Yes
Strong Creek	No
Woods Creek	No
Conner Creek	Yes

SCOPE OF SERVICES

The following sections describe the changes to the existing scope of services presented in the July 6, 2023 proposal.

Task 1 – Meadow Creek Removed From PMR Scope

The July 6, 2023 proposal included Meadow Creek in the PMR submission provided that the on-going Schaad Road construction project would be completed and Light Detection and Ranging (LiDAR) topographic data representing the completed project grading be provided to WSP by April 1, 2024 for incorporation into the modeling and floodplain

mapping. Because the construction project is currently on-going, Meadow Creek cannot be included with the PMR submission currently scheduled for April 2025. WSP will complete the Meadow Creek modeling and develop flood hazard products using proposed design contours of the road embankments provided by Knox County.

If Knox County wants to eventually map regulatory special flood hazard areas on Meadow Creek, the proposed design contours will need to be replaced with LiDAR representing the completed project.

The streams that will be included in the PMR submission are Roseberry Creek, Stock Creek and Conner Creek.

Task 2 – Roseberry Creek 2-Dimensional Hydraulic Modeling and Floodplain Mapping

After performing hydrology and the initial stages of 1-dimensional (1D) hydraulic modeling on Roseberry Creek, WSP identified the need for 2-dimensional (2D) hydraulic modeling to reflect actual conditions in the Roseberry Creek floodplain and accurately map flood hazards on Roseberry Creek along a railroad track between Emory Road and Washington Pike. The proposed 2D areas is shown in Figure 1.

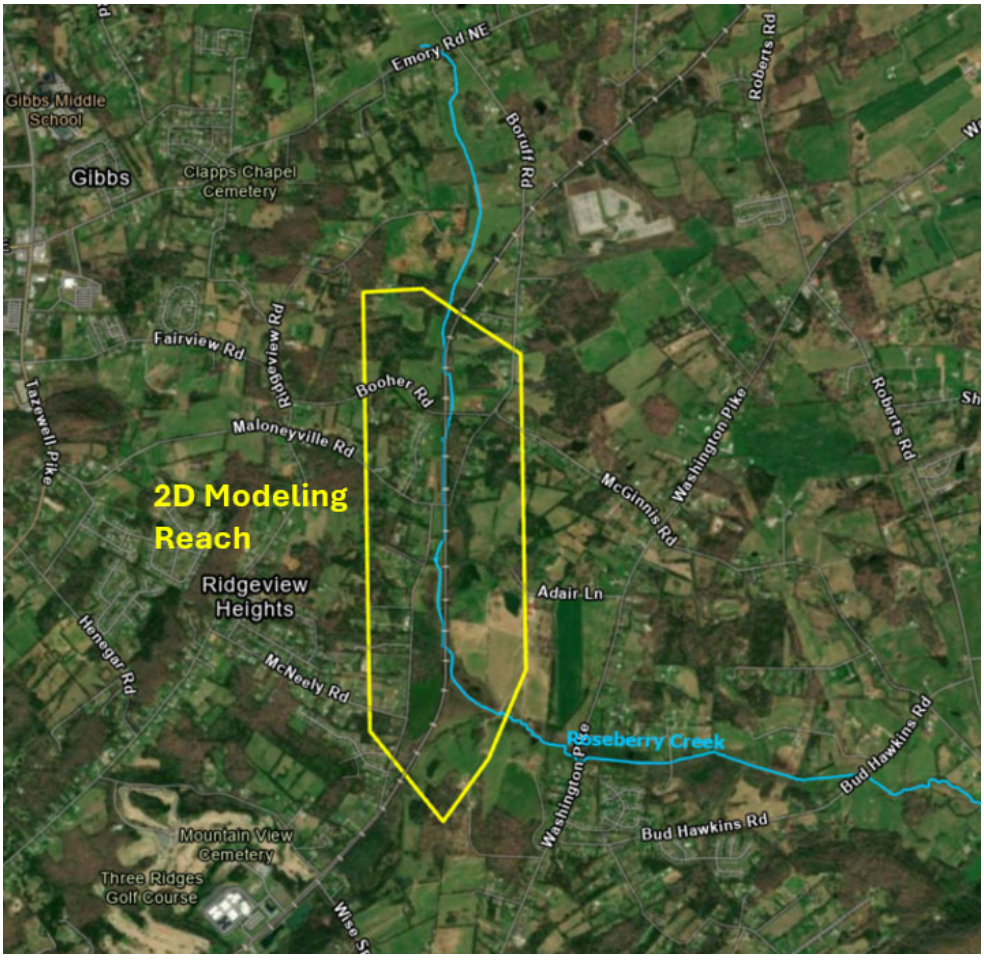


FIGURE 1: ROSEBERRY CREEK 2D MODELING REACH

Initial analysis indicated that a 1D modeling approach would inaccurately over-estimate base flood elevations and floodway extents along Roseberry Creek due to the multiple channels on either side of a railroad embankment.

WSP proposes a modeling method for this 2D study that will keep the approach as similar as possible to the other seven study streams, and keep the final models delivered to Knox County usable for future hydraulic analysis. WSP will

use 2D HEC-RAS modeling methods to model Roseberry Creek's multiple flow paths on either side of the railroad track. WSP will use existing LiDAR topographic data supplemented with field survey data already collected of stream channels, bridges and culverts to develop a 2D mesh representing this area. Static peak flows computed in HEC-HMS will be routed through the 2D mesh to determine flood elevations and inundation extents.

1D steady-state HEC-RAS modeling will be used upstream and downstream of the 2D study reach, meaning there will be three total models representing Roseberry Creek. Computed water surface elevations at the tie-in locations between the models will match by adjusting the normal depth slopes for each flood profile.

Upon completion of this modeling, WSP staff will present best practices to Knox County staff for using these models for future hydraulic analyses.

Task 3 – Conner Creek As-Built Plan Incorporation

Much of the properties in the headwater basins of Conner Creek in the vicinity of Greenland Way and Gliding Hawk Lane are being heavily developed. The KGIS data provided to WSP on April 10, 2023 prior to the beginning of the project is either incomplete or doesn't reflect the recent development in the area shown in Figure 2. This leads to incomplete conduit runs and indecipherable stormdrain network connectivity. WSP performed field visits is this area to verify KGIS storm drain data but storm drain connectivity could not be disseminated during the visits.



FIGURE 2: GREENLAND WAY & GUIDING HAWK LANE PROPERTIES

Knox County will provide either design drawings or as-built plans to help WSP understand how these properties' drainage ties into the area's storm drain network. WSP will georeference the drawings, digitize the storm drain network represented in the drawings, and compare that network to what is shown in KGIS. WSP will present the comparison findings with Knox County and get concurrence from Knox County before incorporating the revised network into the PC-SWMM model.

Task 4 – PMR Process - MT-2 Application Submission

PMR guidance provided in an email dated April 25, 2023 from FEMA Region 4 informed the development of the scope of services outlined in the July 6, 2023 proposal. Details for the original PMR scope of work are outlined in pages 5 through 9 of the July 6, 2023 proposal. However, well after the project started WSP was informed by FEMA that a community-initiated PMR process would need to be initiated through an MT-2 submission. This change to the PMR process was communicated to WSP by FEMA through the following discussions.

- January 4, 2024 - An email exchange between WSP and a FEMA Region 4 representative
- August 18, 2024 - Phone conversation on August 18, 2024 with FEMA's MT-2 review lead
- August 20, 2024 - Emails between WSP and FEMA MT-2 review lead

These communications resulted in FEMA guiding the project team to use the MT-2 application process for submitting the PMR stream studies for technical review. Upon FEMA approval of the PMR stream studies, Knox County can submit the studies to FEMA Region 4 and pay the mapping fee to initiate the PMR process to update the FEMA regulatory products. The PMR mapping fee is $2,500 per panel at an estimated 18 panels.

The following PMR items are removed from the scope of work presented in the July 6, 2023 proposal:

- The following section of Study-Specific Task 3: Flood Risk Product Development
  - *Physical Map Revision* starting on Page 5 and ending on Page 8
- The following Base Tasks described on Pages 8 and 9
  - Update DFIRM Database and FIS to Current Standards
  - Incorporate LOMRs
  - Post-Preliminary Map Production Base Tasks
  - Outreach (Note: while the two meetings required during the PMR process, the flood risk review meeting and consultation coordination officer meeting, are no longer required for the MT-2 process, our understanding is Knox County is still interested in outreach meetings for this scope of work.)

Instead of performing the PMR tasks listed above, WSP has been instructed by FEMA to submit the PMR studies through the MT-2 review process. As part of that process, WSP will prepare the following elements as outlined on Page 2 of FEMA's *Instructions for MT-2 Forms*:

- Narrative – Provide a written description of the purpose of the request and the methodology used in the analysis.
- MT-2 Application Forms – Provide completed MT-2 forms applicable to the request. The forms will be signed by Knox County as the requester and a WSP staff as the certifying engineer.
- Hydrologic Analysis – Provide a FEMA-acceptable hydrologic analysis in digital format, a drainage area map, and associated backup information.
- Hydraulic Analysis – Provide a FEMA-acceptable hydraulic analysis in digital format.
- Certified Topographic Work Maps – Provide certified topographic work maps that meet the mapping requirements outlined in MT-2 Form 2. Also provide spatially referenced GIS data.
- Annotated FIRMs – Submit revised Flood Insurance Rate Maps (FIRMs), at the scale of the effective FIRM, which shows the revised boundary delineation of the base (1-percent-annual-chance) floodplain, 0.2-percent-annual-chance floodplain, and regulatory floodway.
- Review Fee Payment – Knox County will provide payment of $8,000 to FEMA to perform the review.

The three streams that will be submitted under this MT-2 application process are Roseberry Creek, Stock Creek and Conner Creek. WSP will submit the MT-2 application through FEMA's online Letter of Map Change (LOMC) tool.

WSP will also address up to three rounds of FEMA review comments as part of the MT-2 process. Each FEMA review can take up to 60 days. WSP will address the first round of comments in 60 days, and the remaining two rounds in 45 days.

For community outreach, WSP proposes to participate in a maximum of three in-person meetings as part of Task 4. The first meeting will be a planning meeting between WSP and Knox County to go over the flood study results to determine an approach to the stakeholder outreach meetings. The remaining two meetings will be outreach meetings to discuss results and ramifications with stakeholders. WSP proposes to hold those outreach meetings after FEMA's modeling review comments are addressed to assure we are presenting results that are as close to final as possible. Effectively, there is no change to the level of effort for outreach from what was proposed in the July 6, 2023 proposal.

DELIVERABLES

WSP will deliver engineering calculations and model files for each study stream. Deliverables for each flood risk product development approach are as follows:

- Flood Hazard Products
    - Stream centerlines
    - Cross-sections
    - SFHAs (floodplains and floodways)
    - Water surface elevation grids
    - Depth grids
    - Velocity grids
- PMR
    - MT-2 Application and associated exhibits

WSP will also prepare the following deliverables for the outreach meetings:

- List of property owners impacted by changes to flood hazard
- Powerpoint presentation providing an overview of the project, modeling methodologies, and study results
- Hard copies of the PMR FIRM panels

ASSUMPTIONS

The following assumptions apply to this scope of work.

Task 1:

1) Meadow Creek will not be submitted as part of the PMR.

Task 2:

2) FEMA MT-2 review staff concur with the modeling approach.
3) The upstream and downstream extents of the 2D area are approximately 1.0 mile downstream of Emory Road to approximately 0.3 miles upstream of Washington Pike.
4) Survey data necessary to prepare the 2D model geometry has already been collected as of the date of this proposal.
5) Results of the Roseberry Creek 2D study area will be reflected in a maximum of two stream reaches in the FIS profiles, floodway data tables and mapping products.

Task 3:

6) WSP will incorporate a maximum of six sets of design plans in the PC-SWMM model.
7) WSP will receive all as-built or design drawings intended for incorporation into the modeling by December 9, 2024
8) FEMA will accept design information in the PC-SWMM modeling.

Task 4:

9) Because the nature of this MT-2 submission is updated hydrology and hydraulics only, and not due to a design or construction project (as is the case with CLOMRs/LOMRs), WSP assumes the following items are not required in the submission and will not be submitted
    A. Proof the project meets the 65.10 requirements regarding flood reduction due to berms, levees, or floodwalls
    B. Operation and maintenance plans

C. Proposed/as-built plans pertaining to a construction project in the effective special flood hazard areas
D. Official FEMA floodway notices to property owners impacted by floodway changes (this will be handled by FEMA)
E. Official FEMA property owner notifications to property owners impacted by increased flood hazards.
F. Endangered species act compliance as these are provided to FEMA for sites that are being designed or constructed. This is a requirement for CLOMRs.
G. Regulatory requirements of 44 CFR 65.12 regarding design or construction projects. This is a requirement for CLOMRs in certain cases.

10) There will be three in-person meetings at Knox County's office.
11) Only two of the in-person meetings will involve property owners and stakeholders other than Knox County.
12) Three WSP staff will attend each meeting.
13) Knox County will distribute invitations to stakeholders for the two outreach meetings.
14) WSP will address a maximum of three rounds of FEMA review comments.

SCHEDULE

It is our understanding that WSP will begin work on the four tasks discussed in this Addendum 1 proposal upon Notice to Proceed (NTP) from Knox County. Key delivery dates are listed below. A proposed schedule assuming an NTP for this Addendum 1 of December 2, 2024 is provided in Attachment 1.

- Complete Modeling Tasks – January 24, 2025
- Complete Flood Hazard Products – April 1, 2025
- Submit MT-2 Application – April 30, 2025
- MT-2 Application Approval – March 27, 2026

ESTIMATED COST

Based on the described SOW, WSP estimates an Addendum 1 total cost of **$74,776** increasing the total project cost to **$1,024,396** to complete this project. A spreadsheet showing the estimated cost for the project is included in Attachment 2.

WSP appreciates the opportunity to participate on this project. If you have any questions, please do not hesitate to call either of the undersigned at (615) 333-0630.

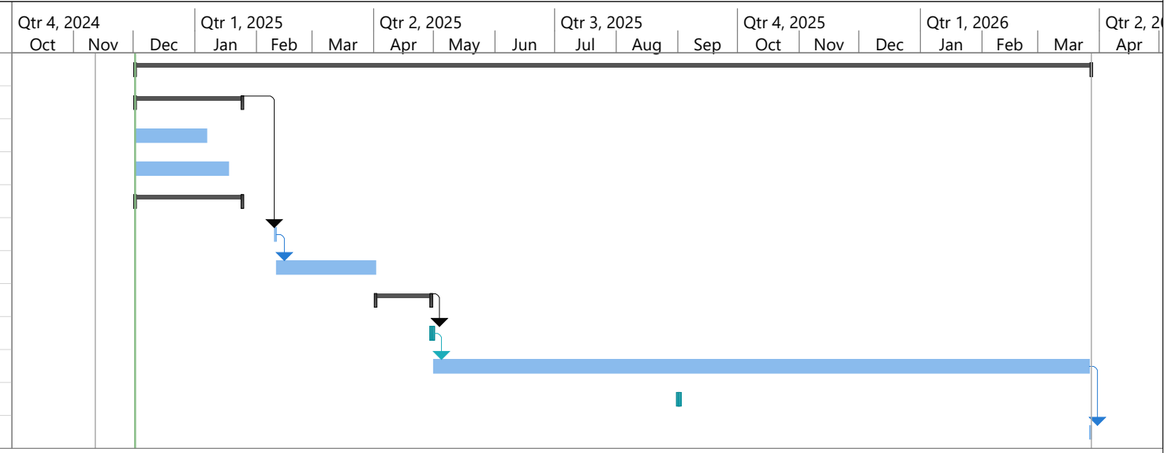
Respectfully submitted,
WSP USA Environment & Infrastructure Inc.

Ben Zoeller, PE
Senior Project Manager

Edwin Watkins, PE
Senior Vice President

Knox County Floodplain Mapping - Addendum 1
Proposed Project Schedule
December 2 2024

ID	Task Name	Duration	Start	Finish
1	**Knox County Floodplain Mapping - Addendum 1**	**334 days**	**Mon 12/2/24**	**Fri 3/27/26**
2	**Modeling Tasks**	**33 days**	**Mon 12/2/24**	**Fri 1/24/25**
3	**Task 1 - Meadow Creek - Finish Modeling with Design Contours**	**20 days**	**Mon 12/2/24**	**Mon 1/6/25**
4	**Task 2 - Roseberry 2D Hydraulic Modeling**	**29 days**	**Mon 12/2/24**	**Fri 1/17/25**
5	**Task 3 - Conner Creek**	**33 days**	**Mon 12/2/24**	**Fri 1/24/25**
8	**Knox County Flood Study Meeting**	**1 day**	**Mon 2/10/25**	**Mon 2/10/25**
9	**Prepare Flood Hazard Products (all 8 streams)**	**35 days**	**Tue 2/11/25**	**Tue 4/1/25**
10	**Task 4 - Prepare MT-2 Application**	**20 days**	**Wed 4/2/25**	**Tue 4/29/25**
15	**Submit MT-2 Application**	**1 day**	**Wed 4/30/25**	**Wed 4/30/25**
16	**Address FEMA Review Comments (assumed three rounds of FEMA review)**	**233 days**	**Thu 5/1/25**	**Thu 3/26/26**
17	**Community Outreach Meetings**	**1 day**	**Mon 9/1/25**	**Mon 9/1/25**
18	**MT-2 Application Approval**	**1 day**	**Fri 3/27/26**	**Fri 3/27/26**



Attachment 2: Knox County Floodplain Mapping - Addendum 1
December 2, 2024

				Original Scope & Fee		Addendum 1 Scope and Fee Change				
Stream Name	**Hydrology Method**	**Hydraulic Modeling Method**	**Flood Risk Product Development Approach**	**Study Option Price**		**Change in Scope**	**Price Reduction**	**Price Increase**	**Addendum 1 Total Price**	**Total Adjusted Price**
Legg Creek	HEC-HMS	HEC-RAS	Flood Hazard Products	$74,240			$ -	$ -	$ -	$ 74,240
Meadow Creek	HEC-HMS	HEC-RAS	PMR	$108,340		No Longer a PMR	$ (21,540)	$ -	$ (21,540)	$ 86,800
Roseberry Creek	HEC-HMS	HEC-RAS	PMR	$136,020		2D Hydraulics	$ -	$ 34,889	$ 34,889	$ 170,909
Shining Creek (Sinking East)	HEC-HMS	HEC-RAS	Flood Hazard Products	$61,380			$ -	$ -	$ -	$ 61,380
Stock Creek	Gage/Regression	HEC-RAS	PMR	$113,870			$ -	$ -	$ -	$ 113,870
Strong Creek	HEC-HMS	HEC-RAS	Flood Hazard Products	$53,750			$ -	$ -	$ -	$ 53,750
Woods Creek	HEC-HMS	HEC-RAS	Flood Hazard Products	$78,780			$ -	$ -	$ -	$ 78,780
Conner Creek	PCSWMM	HEC-RAS	PMR	$163,910		Incorporating As-builts	$ -	$ 21,293	$ 21,293	$ 185,203
			Study Option Subtotal Price	**$790,290**			**$ (21,540)**	**$ 56,182**	**$ 34,642**	**$ 824,932**
			Base Tasks Price	$159,330		See Items Listed on Page 4	$ (83,260)	$ 123,394	$ 40,134	$ 199,464
			Floodplain Mapping Services Total Price	***$949,620***			***$ (104,800)***	***$ 179,576***	***$ 74,776***	***$ 1,024,396***

RLA-17128 **R-25-3-402**

COMMISSION (PRELIMINARY AGENDA)

Meeting Date:	03/20/2025
Requested By:	Cathy Olsen, ENGINEERING AND PUBLIC WORKS
Department:	ENGINEERING AND PUBLIC WORKS
Requires Expenditure of Funds:	YES Funded in Current Budget: YES
Appropriation Required:	NO

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, approving a Memorandum of Understanding with Crescent Bend Development LLC, for road improvements to Ebenezer Road in the amount of $465,548.00. *(Engineering and Public Works)*

Attachments

Resolution

Memorandum of Understanding

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, APPROVING A MEMORANDUM OF UNDERSTANDING WITH CRESCENT BEND DEVELOPMENT, LLC FOR ROAD IMPROVEMENTS TO EBENEZER ROAD IN THE AMOUNT OF $465,548.00.

RESOLUTION: R-25-3-402

REQUESTED BY: ENGINEERING & PUBLIC WORKS

PREPARED BY: KNOX COUNTY LAW DIRECTOR'S OFFICE

APPROVED AS TO FORM AND CORRECTNESS:_____
DIRECTOR OF LAW

APPROVED:_____
DATE

VETOED:_____
DATE

VETO OVERRIDE:_____
DATE

MINUTE BOOK_____**PAGE**_____

WHEREAS, Crescent Bend Development, LLC ("Crescent Bend") plans to develop Crescent Springs Development (the "Development") on currently vacant land owned by Crescent Spring, LLC located at 8790 Ebenezer Road which will result in an increase of traffic on Ebenezer Road and Kingston Pike; and

WHEREAS, as a result of the Development, and as documented in the Traffic Impact Study addendum, the existing turn-lanes on northbound Ebenezer Road at the intersection of Kingston Pike must be lengthened to create a total vehicular storage of 130-feet within two 10-foot lanes ("Project 1"); and

WHEREAS, as a result of the Development, and as documented in the Traffic Impact Study addendum, a southbound left turn lane is also warranted on Ebenezer Road at the Future Development Area, with a recommended minimum storage length of 50-feet ("Project 2"); and

WHEREAS, Knox County and Crescent Bend agree that Knox County will oversee and coordinate Project 1 and Project 2 and Crescent Bend will pay Knox County certain amounts to go to the total cost of said projects, as further detailed in the attached Memorandum of Understanding; and

WHEREAS, the proposed Memorandum of Understanding formalizes the agreement between Knox County and Crescent Bend with respect to the Project.

NOW THEREFORE BE IT RESOLVED BY THE COMMISSION OF KNOX COUNTY AS FOLLOWS:

The Memorandum of Understanding with Crescent Bend Development, LLC for road improvements to Ebenezer Road is hereby adopted and approved in substantive form as presented this date, a copy of which is attached to this Resolution and incorporated herein by reference.

BE IT FURTHER RESOLVED, the Memorandum of Understanding with Crescent Bend Development, LLC for road improvements to Ebenezer Road shall be executed subject to such amendment or action not affecting the substantive provisions of the contract as may be required and approved by the Knox County Law Director.

BE IT FURTHER RESOLVED, that if any notifications are to be made to effectuate this Resolution, then the County Clerk is hereby requested to forward a copy of this Resolution to the proper authority.

BE IT FURTHER RESOLVED, that this Resolution is to take effect from and after its passage, as provided by the Charter of Knox County, Tennessee, the public welfare requiring it.

_____

Presiding Officer of the Commission Date

_____

County Clerk Date

Approved:_____

County Mayor Date

Vetoed:_____

County Mayor Date

Memorandum of Understanding

Knox County, Tennessee and Crescent Bend Development, LLC

This Memorandum of Understanding (herein the "Memorandum of Understanding") is made and entered into by and between **KNOX COUNTY, TENNESSEE** ("Knox County"), a political subdivision of the State of Tennessee, a home rule public corporation and charter government and **Crescent Bend Development, LLC** a Tennessee Limited Liability Company (LLC) with an address of 6001 Walden Dr STE 2, Knoxville, TN 37919 (hereafter "Crescent Bend").

WHEREAS – due to the ongoing and rapid suburbanization of Knox County, Tennessee which has increased traffic on existing County roadway systems; and

WHEREAS- Crescent Bend plans to develop Crescent Springs Development (the "Development") on currently vacant land owned by Crescent Spring, LLC located at 8790 Ebenezer Rd, which will result in an increase of traffic on Ebenezer Rd and Kingston Pike; and

WHEREAS- as a result of the proposed developments on Ebenezer Road, and as documented in the Traffic Impact Study addendum dated 10/04/2024 the existing turn-lanes on northbound Ebenezer Rd at the intersection of Kingston Pike must be lengthened to create a total vehicular storage of 130-feet within two 10-foot lanes (as reflected on Exhibit A hereto (hereinafter referred to as "Project 1"); and

WHEREAS- the Traffic Impact Study addendum dated 10/04/2024 outlines the trip generation from this Development as contributing 70% towards the total trips and therefore to the traffic impacts that necessitate Project 1; and

WHEREAS- Knox County has estimated the cost of Project 1, including engineering and design, right of way and easement acquisitions, utility coordination and relocations, construction and construction inspections to be $204,900.00.

WHEREAS- as a result of the proposed developments on Ebenezer Road, and as documented in the Traffic Impact Study addendum dated 10/04/2024 a southbound left turn lane is warranted on Ebenezer Rd at the Future Development Area, with a recommended minimum storage length of 50-feet (as reflected on Exhibit B hereto (hereinafter referred to as "Project 2"); and

WHEREAS- the Traffic Impact Study addendum dated 10/04/2024 outlines the trip generation from this Development as contributing 100% towards the total trips and therefore to the traffic impacts that necessitate Project 2; and

WHEREAS- Knox County has estimated the cost of Project 2, including engineering and design, right of way and easement acquisitions, utility coordination and relocations, construction and construction inspections to be $322,118.00.

WHEREAS- Knox County and Crescent Bend agree that Knox County will oversee and coordinate Project 1 and Project 2 as set out below, and that Crescent Bend will pay Knox County certain amounts to go to the total cost of said projects as set out below.

NOW, THEREFORE, in consideration of the foregoing premises and valuable consideration, the receipt and/or sufficiency of which is hereby acknowledged, Knox County and Crescent Bend hereby agree as follows:

1) Knox County will oversee and coordinate Project 1 and Project 2 including engineering and design, right-of-way and easement acquisitions, utility coordination and relocations, construction and construction inspections as shown on Exhibit A and Exhibit B attached hereto and incorporated herein by reference pursuant to such construction documents.
2) Crescent Bend will reimburse Knox County for costs generated by Project 1 and Project 2 including engineering and design, right of way and easement acquisitions, utility coordination and relocations, construction and construction inspections, as shown on Exhibit A and Exhibit B attached hereto and incorporated herein by reference pursuant to such construction documents
3) Schedule and Scope of Payments
    a. Project 1 Schedule and Scope of Payments:
        i. Crescent Bend will pay 70% ($143,430.00) of the estimated engineering and design, right of way and easement acquisitions, utility coordination and relocations, construction and construction inspection costs within thirty days (30) of the execution of this MOU between Knox County and Crescent Bend.
    b. Project 2 Schedule and Scope of Payments
        i. Crescent Bend will pay 100% ($322,118.00) of the estimated engineering and design, right of way and easement acquisitions, utility coordination and relocations, construction and construction inspection costs within thirty days (30) of the execution of this MOU between Knox County and Crescent Bend.
4) This Memorandum of Understanding sets forth the understanding between the parties, and no change, amendment, or modification shall be enforceable unless made in writing and signed by the parties.
5) This Memorandum of Understanding shall be binding upon and inure to the benefit of the parties, their successors in interest, heirs, and assigns.
6) Completion of Work: At the execution and full reimbursement outlined in this agreement, Crescent Bend will be released to proceed with development of their property. No permits or certificates of occupancy will be withheld due to any delays in implementation of improvements described herein.
7) The delay or failure of one of the parties to enforce any provision or condition of this Memorandum of Understanding or to exercise any right provided herein shall not be considered a waiver of its right with respect to such provision, condition, or right in the future.
8) Time is of the essence on this Memorandum of Understanding and each and every provision hereof: Any extension of time granted for the performance of any duty under this Memorandum of Understanding shall not be considered an extension of time for the performance of any other duty under this Memorandum of Understanding
9) This Memorandum of Understanding shall be exclusively construed, governed, and controlled by the laws of the State of Tennessee without regard to principles of law, including conflicts of law, of any other jurisdiction, territory, country, and/or province. Any dispute arising out of or relating to this Memorandum of Understanding shall exclusively be brought in the Chancery Court or the Circuit Court of Knox County, Tennessee. Each party consents to personal jurisdiction thereto and waives any defenses based on personal jurisdiction, venue, and inconvenient forum.
10) It is understood and agreed by Knox County and Crescent Bend that the individual(s) employed by Crescent Bend shall not be considered employee(s), agent(s), or borrowed agent(s) of Knox County and that Knox County and Crescent Bend are not partners or joint ventures.
11) Crescent Bend shall indemnify, defend, save, and hold harmless Knox County, its officers, agents, and employees from all suits, claims, actions, or damages of any nature brought because of, arising out of, or due to breach of this Memorandum of Understanding by Crescent Bend, its

subcontractors, agents, or employees or due to any negligent act or occurrence or any omission or commission of Crescent Bend, its subcontractors, agents, or employees.

12) The parties may execute this Memorandum of Understanding by way of digital signature and agree that this Memorandum of Understanding, including any digital signature, may be delivered, communicated, received and stored by electronic means and that an electronic record of same shall be deemed to have the same legal effect as an ink-signed executed copy of this Memorandum of Understanding for all purposes.

13) Crescent Bend shall not assign this Memorandum of Understanding to any person, party, company, partnership, corporation, or other entity of any kind without the prior specific written consent of Knox County, which consent shall be granted or denied in the sole and absolute discretion of the Knox County Mayor. Even if an assignment is granted by the Knox County Mayor, Crescent Bend shall remain fully responsible for the proper and complete execution of this Memorandum of Understanding.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

The parties have executed this Memorandum of Understanding for the purposes set out herein as of the latest date written below.

KNOX COUNTY, TENNESSEE

By: _____

Name: Glenn Jacobs

Title: Mayor

Date: _____

CRESCENT BEND DEVELOPMENT, LLC

By: _____

Name:

Title:

Date: _____

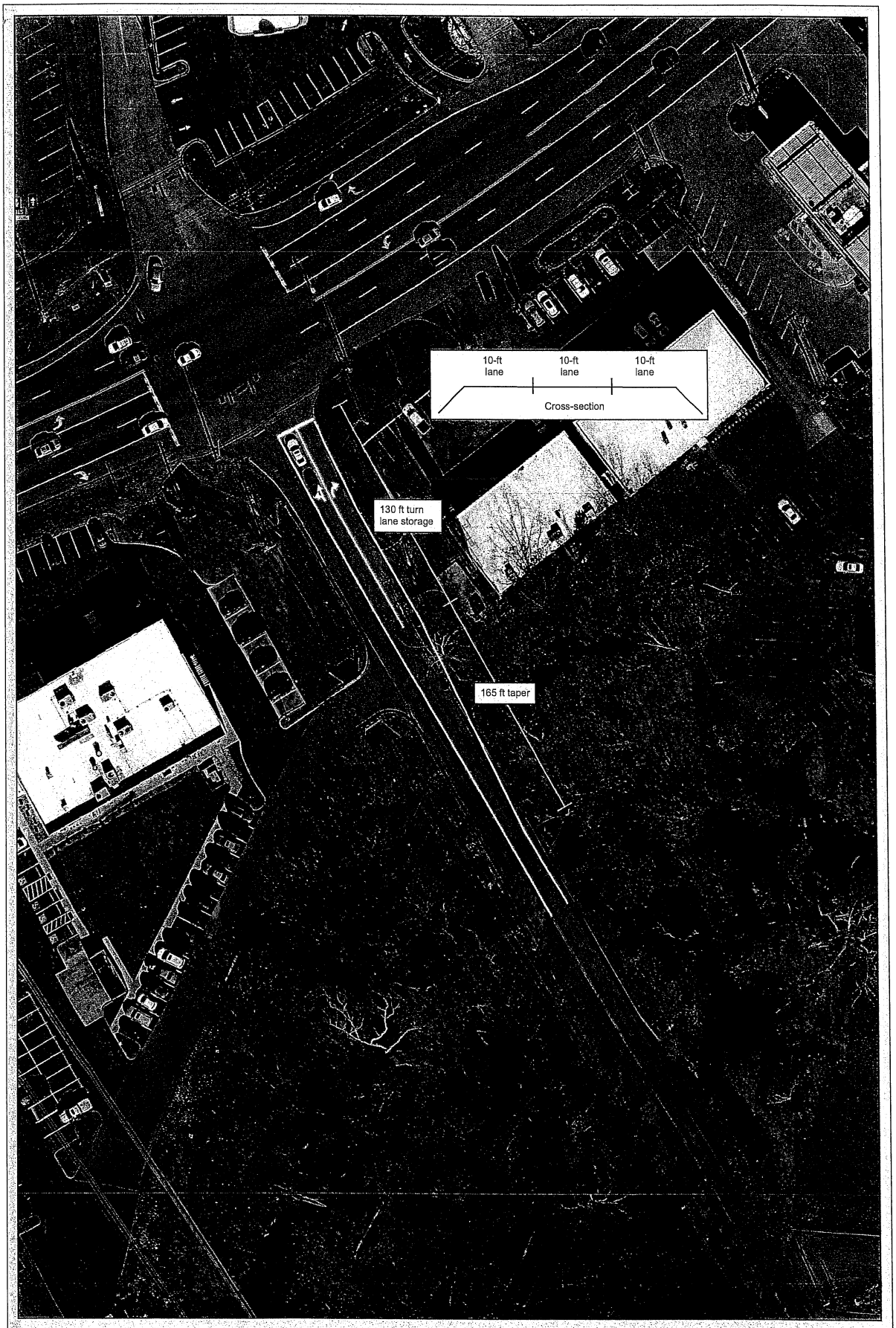
APPROVED AS TO FORM

By: _____

Name: Knox County Law Director's Office

Date: _____

Contract #: 25116



Ebenezer Rd Turn Lane Concept

Turn Lane @ Ebenezer/Kingston

0 25 50 100

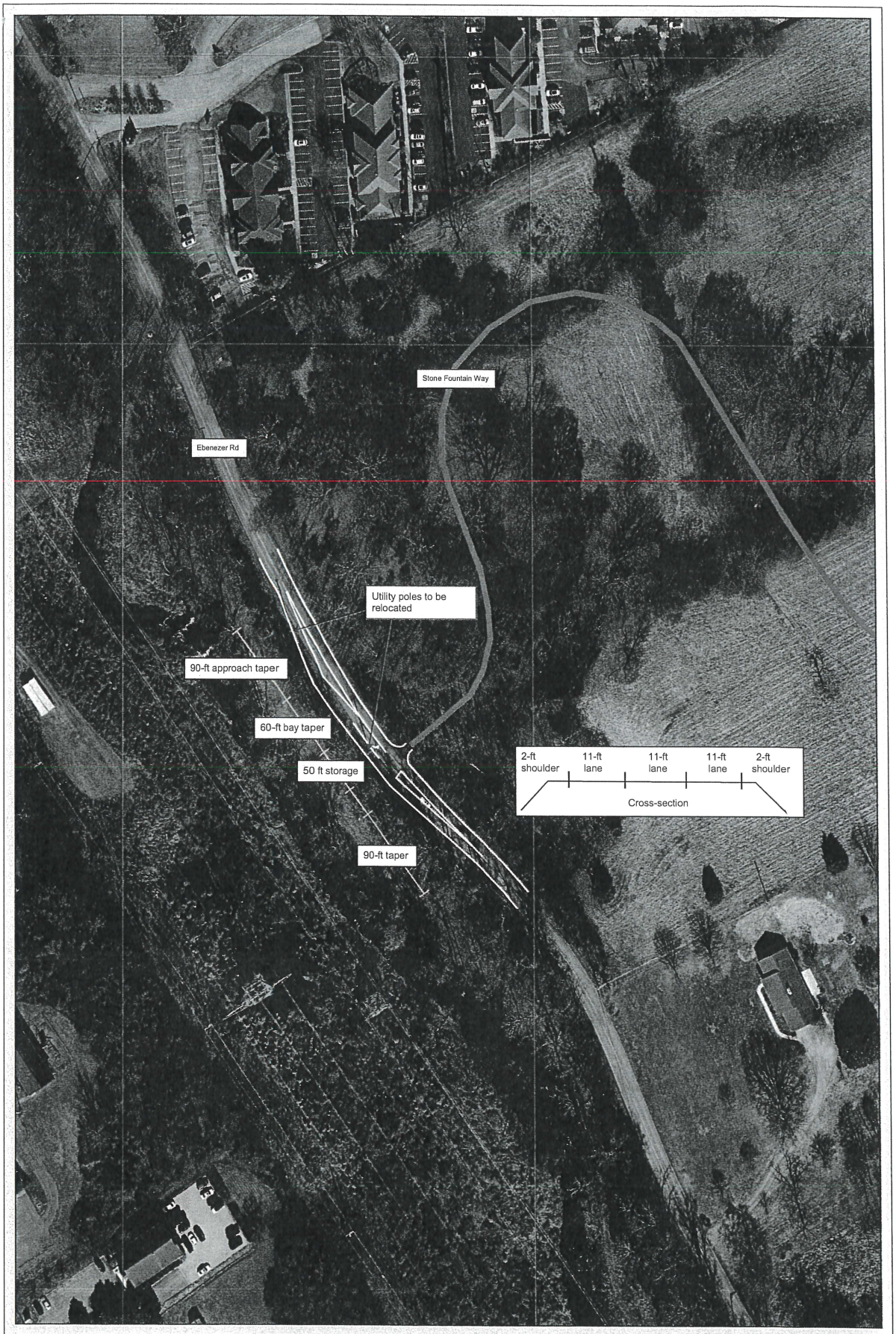
Feet

KGIS makes no representation or warranty as to the accuracy of this map and its information, nor to its fitness for use. Any user of this map product accepts the same AS IS, WITH ALL FAULTS, and assumes all responsibility for the use thereof, and further covenants and agrees to hold KGIS harmless from any and all damage, loss, or liability arising from any use of this map product.

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Printed: 3/10/2025 7:45:20 AM

EX. A



Ebenezer Rd Turn Lane Concept

Turn Lane @ Ebenezer/Stone Fountain Way

0 50 100 200

Feet

KGIS makes no representation or warranty as to the accuracy of this map and its information, nor to its fitness for use. Any user of this map product accepts the same AS IS, WITH ALL FAULTS, and assumes all responsibility for the use thereof, and further covenants and agrees to hold KGIS harmless from any and all damage, loss, or liability arising from any use of this map product.

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Printed: 3/10/2025 7:47:07 AM

EX. B

RLA-17130 **R-25-3-403**

COMMISSION (PRELIMINARY AGENDA)

Meeting Date:	03/20/2025
Requested By:	Laura Carl, ENGINEERING AND PUBLIC WORKS
Department:	ENGINEERING AND PUBLIC WORKS
Requires Expenditure of Funds:	YES Funded in Current Budget: YES
Appropriation Required:	NO

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, approving the necessary right-of-way, slope, and construction easement acquisitions on eleven (11) tracts for the Couch Mill/Sam Lee Road Project.
(Engineering and Public Works)

Attachments

Resolution
ROW Acquisition Table

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, APPROVING THE NECESSARY RIGHT-OF-WAY, SLOPE, AND CONSTRUCTION EASEMENT ACQUISITIONS ON ELEVEN (11) TRACTS FOR THE COUCH MILL/ SAM LEE ROAD PROJECT.

RESOLUTION: **R-25-3-403**

REQUESTED BY: **ENGINEERING & PUBLIC WORKS**

PREPARED BY: **KNOX COUNTY LAW DIRECTOR'S OFFICE**

APPROVED AS TO FORM AND CORRECTNESS:_____
DIRECTOR OF LAW

APPROVED:_____
DATE

VETOED:_____
DATE

VETO OVERRIDE:_____
DATE

MINUTE BOOK_____PAGE_____

WHEREAS, Knox County has determined the need for improvements to Couch Mill Road/Sam Lee Road (the "Project"); and

WHEREAS, in furtherance of the Project, the Knox County Commission's approval of the acquisition of slope and construction easements and/or right-of-way on eleven (11) tracts is necessary.

NOW THEREFORE BE IT RESOLVED BY THE COMMISSION OF KNOX COUNTY AS FOLLOWS:

The Commission of Knox County hereby approves and authorizes Knox County to acquire the necessary slope easements, construction easements and right-of-way on eleven (11) tracts for the Couch Mill/Sam Lee Road Project as identified and outlined in the plans prepared by Cannon & Cannon Inc., a copy of which is attached hereto and incorporated herein by reference.

BE IT FURTHER RESOLVED, that the use of eminent domain to acquire said easements and right-of-way is hereby authorized if necessary.

BE IT FURTHER RESOLVED, that the Knox County Mayor is hereby authorized to execute any and all documents which may be necessary to acquire right-of-way and/or easements on the identified tracts for the Project, subject to the review and approval of the Knox County Law Director.

BE IT FURTHER RESOLVED, that the Knox County Commission understands that this Resolution authorizes the acquisition of slope easements, construction easements and/or right-of-way on eleven (11) tracts and that the area to be acquired is subject to change and any such change shall not require the approval of the Knox County Commission. It shall only be necessary for the Knox County Commission to approve easement and/or right-of-way acquisitions on any additional tracts not already identified on the plans attached hereto and approved herein.

BE IT FURTHER RESOLVED, that if any notifications are to be made to effectuate this Resolution, then the County Clerk is hereby requested to forward a copy of this Resolution to the proper authority.

BE IT FURTHER RESOLVED, that this Resolution is to take effect from and after its passage, as provided by the Charter of Knox County, Tennessee, the public welfare requiring it.

_____

Presiding Officer of the Commission Date

_____

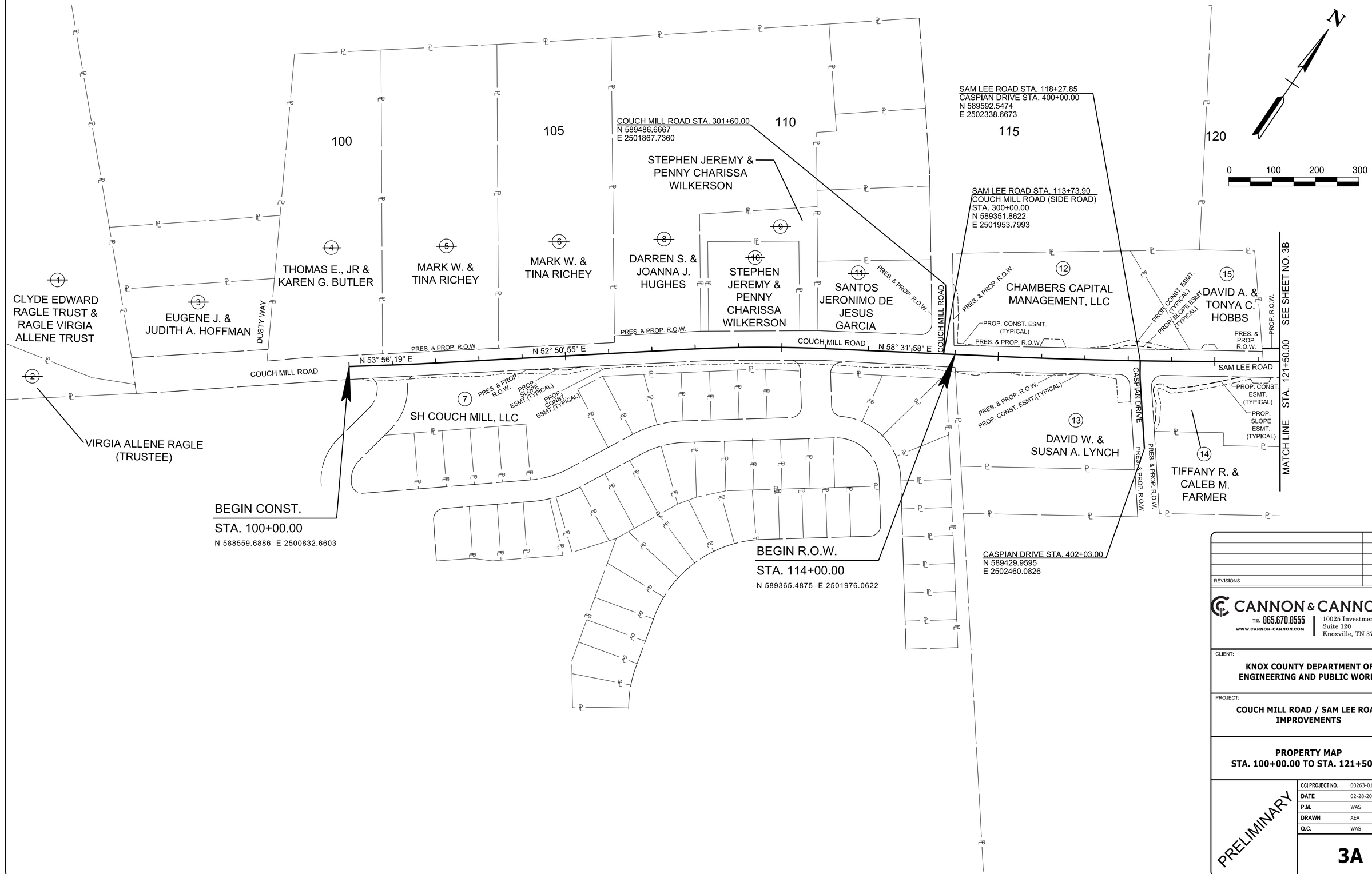
County Clerk Date

Approved:_____

County Mayor Date

Vetoed:_____

County Mayor Date



REVISIONS	DATE

CANNON & CANNON INC
TEL 865.670.8555
WWW.CANNON-CANNON.COM
10025 Investment Drive
Suite 120
Knoxville, TN 37932

CLIENT:
KNOX COUNTY DEPARTMENT OF ENGINEERING AND PUBLIC WORKS

PROJECT:
COUCH MILL ROAD / SAM LEE ROAD IMPROVEMENTS

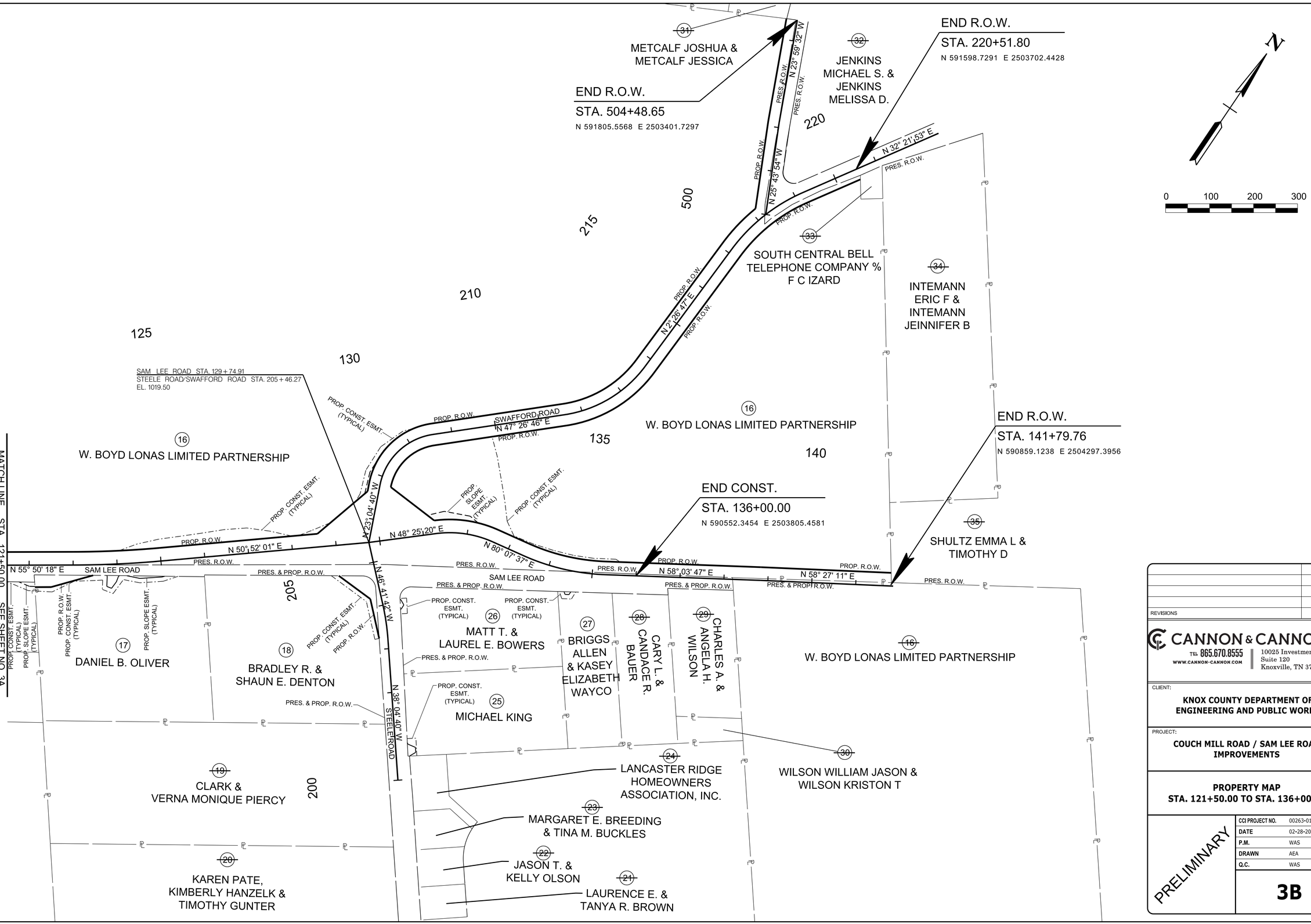
PROPERTY MAP
STA. 100+00.00 TO STA. 121+50.00

PRELIMINARY

CCI PROJECT NO.	00263-0109
DATE	02-28-2025
P.M.	WAS
DRAWN	AEA
Q.C.	WAS

3A

2/28/2025 1:07:05 PM
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REVISIONS	DATE

CANNON & CANNON INC
TEL 865.670.8555
WWW.CANNON-CANNON.COM
10025 Investment Drive
Suite 120
Knoxville, TN 37932

CLIENT:
KNOX COUNTY DEPARTMENT OF ENGINEERING AND PUBLIC WORKS

PROJECT:
COUCH MILL ROAD / SAM LEE ROAD IMPROVEMENTS

PROPERTY MAP
STA. 121+50.00 TO STA. 136+00.00

PRELIMINARY

CCI PROJECT NO.	00263-0109
DATE	02-28-2025
P.M.	WAS
DRAWN	AEA
Q.C.	WAS

3B

2/28/2025 1:07:06 PM
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R.O.W. ACQUISITION TABLE

TRACT NO.	PROPERTY OWNERS	COUNTY RECORDS				TOTAL AREA (ACRES)			AREA TO BE ACQUIRED (ACRES)			AREA REMAINING (ACRES)		EASEMENT (SQUARE FEET)	
		TAX MAP NO.	PARCEL NO.	DEED DOCUMENT REFERENCE		LEFT	RIGHT	TOTAL	LEFT	RIGHT	TOTAL	LEFT	RIGHT	SLOPE	CONST
				BOOK	PAGE										
~~1~~	~~Clyde Edward Ragle Trust & Ragle Virgia Allene Trust~~	~~116~~	~~66.00~~	~~20140822~~	~~0011282~~	~~27.00~~		~~27.00~~							
~~2~~	~~Virgia Allene Ragle, Trustee~~	~~116~~	~~64.00~~	~~20230821~~	~~0000308~~	~~17.40~~		~~17.40~~							
~~3~~	~~Eugene J. Hoffman and wife, Judith A. Hoffman~~	~~116~~	~~68.01~~	~~2058~~	~~579~~	~~1.24~~		~~1.24~~							
~~4~~	~~Thomas E. Butler, Jr. and wife, Karen C. Butler~~	~~116~~	~~69.01~~	~~1851~~	~~777~~	~~3.76~~		~~3.76~~							
~~5~~	~~Mark W. Richey and wife, Tina Richey~~	~~116~~	~~69.00~~	~~2066~~	~~939~~	~~4.31~~		~~4.31~~							
~~6~~	~~Mark W. Richey and wife, Tina Richey~~	~~117~~	~~002.00~~	~~2066~~	~~939~~	~~4.29~~		~~4.29~~							
7	SH Couch Mill, LLC	117	008.00	20220817	0011152	131.07		131.07						324	10420
~~8~~	~~Darren S. Hughes and wife, Joanna J. Hughes~~	~~117~~	~~003.05~~	~~20091124~~	~~0036495~~	~~6.00~~		~~6.00~~							
~~9~~	~~Jeremy Wilkinson and Penny Charissa Wilkinson~~	~~117~~	~~003.01~~	~~20181231~~	~~0039876~~	~~0.73~~		~~0.73~~							
~~10~~	~~Jeremy Wilkinson and Penny Charissa Wilkinson~~	~~117~~	~~003.06~~	~~20181231~~	~~0039876~~	~~1.00~~		~~1.00~~							
~~11~~	~~Santos Jeronimo De Jesus Garcia~~	~~117~~	~~003.02~~	~~20240322~~	~~45786~~	~~1.00~~		~~1.00~~							
12	Chambers Capital Management, LLC	103	53.00	20191107	0031895	2.42		2.42						510	3995
13	David W. Lynch and wife, Susan A. Lynch	117	6.42	20190711	0002781		2.02	2.02							3254
14	Tiffany R. Farmer and Caleb M. Farmer	103	52.01	20190813	0010948		1.21	1.21						4446	4160
15	David A. Hobbs and wife, Tonya C. Hobbs	103	52.00	20160505	0063855	1.21		1.21							458
16	W. Boyd Lonas Limited Partnership	103	51.00	2305	997	54.69	50.91	105.60	4.15		4.15	50.54		1754	48830
17	Daniel B. Oliver	103P "B"	001.00	20091211	0040489		2.95	2.95		0.05			2.90	280	3204
18	Bradley R. Denton and wife, Shaun E. Denton	103	58.01	20170609	0075199		3.00	3.00		0.07			2.93		1842
~~19~~	~~Clark and Verna Monique Piercy~~	~~103~~	~~58.03~~	~~20050126~~	~~0050060~~		~~5.00~~	~~5.00~~							
~~20~~	~~Karen Pate, Kimbery Hanzelka, and Timothy Gunter~~	~~103~~	~~58.04~~	~~20191001~~	~~0022566~~		~~5.74~~	~~5.74~~							
~~21~~	~~Laurence E. Brown and wife, Tanya R. Brown~~	~~103P "C"~~	~~17.00~~	~~20060630~~	~~0110811~~		~~0.18~~	~~0.18~~							
~~22~~	~~Jason T. Olson and Kelly Olson~~	~~103P "C"~~	~~16.00~~	~~20100315~~	~~0058251~~		~~0.21~~	~~0.21~~							
~~23~~	~~Margaret E. Breeding and Tina M. Buckles~~	~~103P "C"~~	~~15.00~~	~~20070025~~	~~0026110~~		~~0.23~~	~~0.23~~							
~~24~~	~~Lancaster Ridge Homeowners Association, Inc.~~	~~103P "C"~~	~~14.01~~	~~20090519~~	~~0075240~~		~~0.27~~	~~0.27~~							
25	Michael King	103P "A"	002.00	20110927	0016658		1.56	1.56							802
26	Matt T. Bowers and Laurel E. Bowers	103P "A"	001.00	20190930	0022474		1.52	1.52							525
27	Briggs Allen Wayco and Kasey Elizabeth Wayco	103P "A"	004.00	20221213	0034628		1.00	1.00							476
~~28~~	~~Gary L. Bauer and wife, Candace R. Bauer~~	~~103P "A"~~	~~005.00~~	~~20141020~~	~~0022100~~		~~1.00~~	~~1.00~~							
~~29~~	~~Charles A. Wilson and wife, Angela H. Wilson~~	~~103~~	~~58.06~~	~~20120620~~	~~0074678~~		~~1.00~~	~~1.00~~							
~~30~~	~~Wilson William Jason and Wilson Kristen T.~~	~~103~~	~~58.05~~	~~20140221~~	~~40036~~		~~0.19~~	~~0.19~~							
~~31~~	~~Metcalf Joshua and Metcalf Jessica~~	~~103~~	~~48.02~~	~~20180809~~	~~8961~~	~~1.22~~		~~1.22~~							
~~32~~	~~Jenkins Michael S. and Jenkins Melissa D.~~	~~103~~	~~47.01~~			~~1.00~~		~~1.00~~							
~~33~~	~~South Central Bell Telephone Company % F C Izard~~	~~103~~	~~50.01~~	~~1755~~	~~478~~	~~0.07~~		~~0.07~~							
~~34~~	~~Intemann Eric F. and Intemann Joinnifer B.~~	~~103~~	~~49~~	~~20160405~~	~~57408~~	~~4.39~~		~~4.39~~							
~~35~~	~~Shultz Emma L. and Timothy D.~~	~~103~~	~~60~~	~~1231~~	~~423~~	~~1.40~~		~~1.40~~							

DISTURBED AREA

IN BETWEEN SLOPE LINES	6.085	(AC)
15 FOOT WIDE STRIP (OUT SIDE SLOPE LINES)	1.800	(AC)
TOTAL DISTURBED AREA	7.885	(AC)

REVISIONS	DATE

CANNON & CANNON INC
TEL 865.670.8555
WWW.CANNON-CANNON.COM
10025 Investment Drive
Suite 120
Knoxville, TN 37932

CLIENT:
KNOX COUNTY DEPARTMENT OF ENGINEERING AND PUBLIC WORKS

PROJECT:
COUCH MILL ROAD / SAM LEE ROAD IMPROVEMENTS

RIGHT-OF-WAY ACQUISITION TABLE

PRELIMINARY

CCI PROJECT NO.	00263-0109
DATE	02-28-2025
P.M.	WAS
DRAWN	AEA
Q.C.	WAS

3C

2/28/2025 1:07:10 PM
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RLA-17131 **R-25-3-404**

COMMISSION (PRELIMINARY AGENDA)

Meeting Date:	03/20/2025
Requested By:	Laura Carl, ENGINEERING AND PUBLIC WORKS
Department:	ENGINEERING AND PUBLIC WORKS
Requires Expenditure of Funds:	YES Funded in Current Budget: YES
Appropriation Required:	NO

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, approving the acquisition of a permanent utility and access easement on one (1) tract for the Blue Grass Lake Pump Station.
(Engineering and Public Works)

Attachments

Resolution

Easement Description

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, APPROVING THE ACQUISITION OF A PERMANENT UTILITY AND ACCESS EASEMENT ON ONE (1) TRACT FOR THE BLUE GRASS LAKE PUMP STATION.

RESOLUTION: **R-25-3-404**

REQUESTED BY: **ENGINEERING & PUBLIC WORKS**

PREPARED BY: **KNOX COUNTY LAW DIRECTOR'S OFFICE**

APPROVED AS TO FORM AND CORRECTNESS:_____
DIRECTOR OF LAW

APPROVED:_____
DATE

VETOED:_____
DATE

VETO OVERRIDE:_____
DATE

MINUTE BOOK_____PAGE_____

WHEREAS, Knox County has determined the need for a Blue Grass Lake Pump Station (the "Project"); and

WHEREAS, in furtherance of the Project, the Knox County Commission's approval of the acquisition of a permanent utility and access easement on one (1) tract is necessary.

NOW THEREFORE BE IT RESOLVED BY THE COMMISSION OF KNOX COUNTY AS FOLLOWS:

The Commission of Knox County hereby approves and authorizes Knox County to acquire a permanent utility and access easement on one (1) tract for the Blue Grass Lake Pump Station project, as more particularly described in the easement description and survey attached hereto and incorporated herein by reference.

BE IT FURTHER RESOLVED, that the use of eminent domain to acquire said easement is hereby authorized if necessary.

BE IT FURTHER RESOLVED, that the Knox County Mayor is hereby authorized to execute any and all documents which may be necessary to acquire the easement on the identified tract for the Project, subject to the review and approval of the Knox County Law Director.

BE IT FURTHER RESOLVED, that the Knox County Commission understands that this Resolution authorizes the acquisition of a permanent utility and access easement on one (1) tract and that the area to be acquired is subject to change and any such change shall not require the approval of the Knox County Commission. It shall only be necessary for the Knox County Commission to approve easement and/or right-of-way acquisitions on any additional tracts not already identified on the documentation attached hereto and approved herein.

BE IT FURTHER RESOLVED, that if any notifications are to be made to effectuate this Resolution, then the County Clerk is hereby requested to forward a copy of this Resolution to the proper authority.

BE IT FURTHER RESOLVED, that this Resolution is to take effect from and after its passage, as provided by the Charter of Knox County, Tennessee, the public welfare requiring it.

_____

Presiding Officer of the Commission Date

_____

County Clerk Date

Approved:_____

County Mayor Date

Vetoed:_____

County Mayor Date

LEGEND

- POINT
- IRON PIN FOUND – IP(F)
- WATER METER
- OVERHEAD UTILITY
- GUARDRAIL
- FENCE
- UNDERGROUND CABLE
- UTILITY POLE
- GUY WIRE

EASEMENT NOTES:

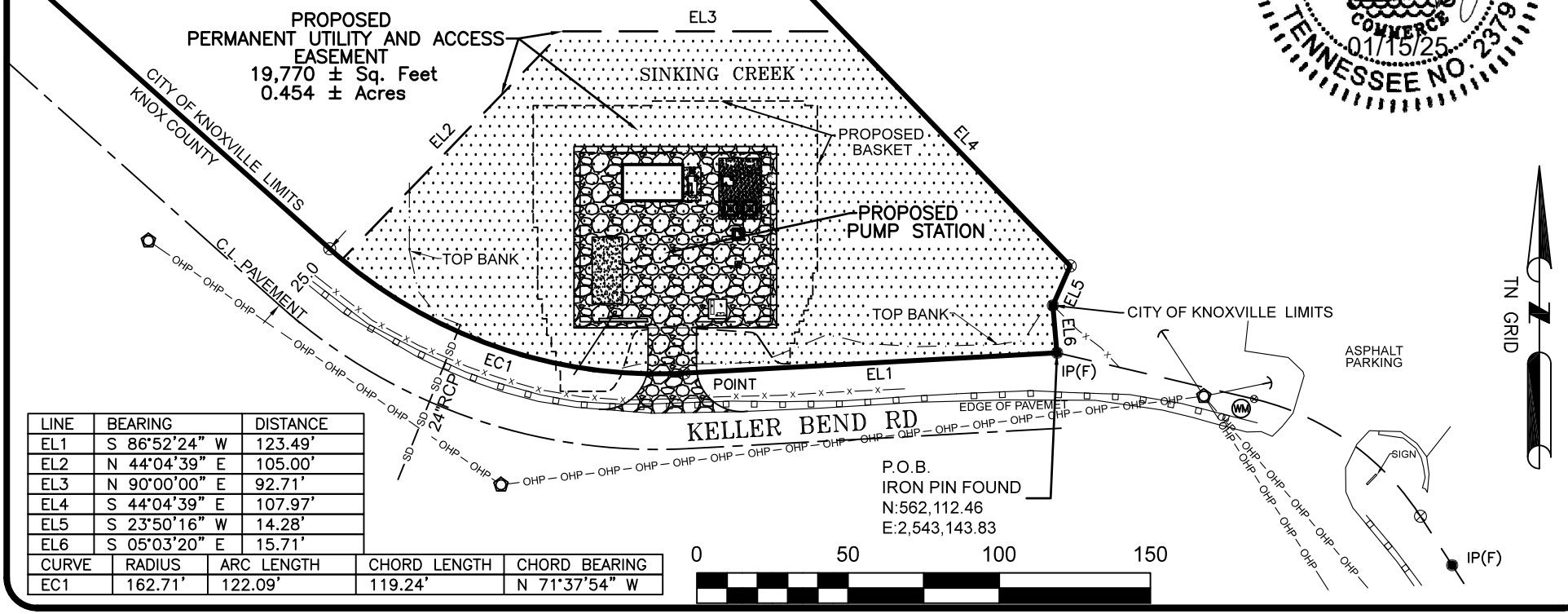
1. KNOX COUNTY has the right to install, operate and maintain on the Easement Tract utility lines and related equipment and facilities for all utility services that Knox County provides.
2. Some information shown was taken from KGIS system and is approximate only.
3. No boundary survey was made for this easement deed, and the Easement was prepared by FLS–Figura Land Surveying

PARCEL ID: 155 009.03
JOHN H. TEDFORD
INSTRUMENT NO.: 200002220011149

PARCEL ID: 155 009.01
KELLER POINT, LLC
INSTRUMENT NO.: 202008050010062

MARTIN FIGURA
REGISTERED LAND SURVEYOR
AGRICULTURE
COMMERCE
TENNESSEE NO. 2379
01/15/25

PROPOSED
PERMANENT UTILITY AND ACCESS
EASEMENT
19,770 ± Sq. Feet
0.454 ± Acres



LINE	BEARING	DISTANCE
EL1	S 86°52'24" W	123.49'
EL2	N 44°04'39" E	105.00'
EL3	N 90°00'00" E	92.71'
EL4	S 44°04'39" E	107.97'
EL5	S 23°50'16" W	14.28'
EL6	S 05°03'20" E	15.71'

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
EC1	162.71'	122.09'	119.24'	N 71°37'54" W

Project: FMA24–003	County of: KNOX	District: 6th	PERMANENT UTILITY AND ACCESS EASEMENT
Date: 01/15/2024	CLT Map: 155	Parcel No.: 009.03	KNOX COUNTY
Scale: 1"=50'	Ward: 51st	City Block: 51010	
Sheet: EXHIBIT "A"	INSTRUMENT NO.: 200002220011149	MAP: N/A	

FIGURA LAND SURVEYING
MARTIN FIGURA R.L.S. # 2379
1300 COLLIER RIDGE LN
POWELL, TN 37849
Ph: (865) 765–7599
e–mail: mfigura@figuralandsurvey.com

EXHIBIT "B"
Permanent Utility and Access Easement Description

Situated within the 6th Civil District of Knox County, Tennessee, and withing the 51st Ward of the City of Knoxville, Tennessee, and being a portion of John H. Tedford property, which is of record in Instrument number 200002220011149, of the Register's Office of Knox County, Tennessee, and being more particularly described as follows:

Beginning at an iron pin found lying in the most Northeasterly right of way of Keller Bend Rd, said point being a common corner to the Keller Point, LLC property, which is of record in Deed Instrument number 202008050010062, of the Register's Office of Knox County, Tennessee, said point also being the most Southeasterly corner of the herein described tract, and bearing the Tennessee State Plane Coordinates of Northing – 562,112.46 and Easting – 2,543,143.83; thence with said most Northeasterly right of way of Keller Bend Rd the following two calls:

1) South 86 degrees 52 minutes 24 seconds West a distance of 123.49 feet to a point;
2) with a curve to the right having a radius of 162.71 feet, an arc length of 122.09 feet, a chord bearing of North 71 degrees 37 minutes 54 seconds West and a chord distance of 119.24 feet to a point,

thence leaving said most Northeasterly right of way of Keller Bend Rd and severing the aforementioned Tedford property the following two (2) calls:

1) North 44 degrees 04 minutes 39 seconds East a distance of 105.00 feet to a point;
2) North 90 degrees 00 minutes 00 seconds East a distance of 92.71 feet to a point,

said point lying on the common line of the aforementioned Tedford property with the aforementioned Keller Point, LLC property; thence continuing with said common line of the aforementioned Tedford property with the aforementioned Keller Point, LLC property the following three (3) calls:

1) South 44 degrees 04 minutes 39 seconds East a distance of 107.97 feet to a point;
2) South 23 degrees 50 minutes 16 seconds West a distance of 14.28 feet to an iron pin found;
3) South 05 degrees 03 minutes 20 seconds East a distance of 15.71 feet to a an iron pin found,

said point being the **Point-of-Beginning** of the herein described tract, containing 19,770 square feet, more or less.

RLA-17132 **R-25-3-405**

COMMISSION (PRELIMINARY AGENDA)

Meeting Date:	03/20/2025
Requested By:	Laura Carl, ENGINEERING AND PUBLIC WORKS
Department:	ENGINEERING AND PUBLIC WORKS
Requires Expenditure of Funds:	YES Funded in Current Budget: YES
Appropriation Required:	NO

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, approving a Scope and Fee Proposal from Gresham Smith for engineering services for the Tipton Station Road Intersections and Roundabout in the amount of $271,195.00. *(Engineering and Public Works)*

Attachments

Resolution

Scope and Fee Proposal

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, APPROVING A SCOPE AND FEE PROPOSAL FROM GRESHAM SMITH FOR ENGINEERING SERVICES FOR THE TIPTON STATION ROAD INTERSECTIONS AND ROUNDABOUT IN THE AMOUNT OF $271,195.00.

RESOLUTION: R-25-3-405

REQUESTED BY: ENGINEERING & PUBLIC WORKS

PREPARED BY: KNOX COUNTY LAW DIRECTOR'S OFFICE

APPROVED AS TO FORM AND CORRECTNESS:_____
DIRECTOR OF LAW

APPROVED:_____
DATE

VETOED:_____
DATE

VETO OVERRIDE:_____
DATE

MINUTE BOOK_____**PAGE**_____

WHEREAS, Knox County is preparing to begin the Tipton Station Road Intersections and Roundabout Project (the "Project"); and

WHEREAS, Gresham Smith submitted to Knox County a Scope and Fee Proposal in the amount not to exceed $271,195.00 to provide engineering services for the Project, which services are further detailed in the attached Scope and Fee Proposal; and

WHEREAS, the Knox County Engineering and Public Works Department recommends approval of the Scope and Fee Proposal to authorize Gresham Smith to proceed with the scope of services.

NOW THEREFORE BE IT RESOLVED BY THE COMMISSION OF KNOX COUNTY AS FOLLOWS:

The Scope and Fee Proposal agreement with Gresham Smith for engineering services for the Tipton Station Road Intersections and Roundabout is hereby adopted and approved in substantive form as presented this date, a copy of which is attached to this Resolution and incorporated herein by reference.

BE IT FURTHER RESOLVED, the Scope and Fee Proposal agreement with Gresham Smith for engineering services for the Tipton Station Road Intersections and Roundabout shall be executed subject to such amendment or action not affecting the substantive provisions of the document as may be required and approved by the Knox County Law Director.

BE IT FURTHER RESOLVED, that if any notifications are to be made to effectuate this Resolution, then the County Clerk is hereby requested to forward a copy of this Resolution to the proper authority.

BE IT FURTHER RESOLVED, that this Resolution is to take effect from and after its passage, as provided by the Charter of Knox County, Tennessee, the public welfare requiring it.

_____

Presiding Officer of the Commission Date

_____

County Clerk Date

Approved:_____

County Mayor Date

Vetoed:_____

County Mayor Date

Gresham Smith

February 27, 2025

Mrs. Cathy Olsen, GISP, PMP
Operation Director
Knox County Engineering and Public Works
205 W. Baxter Avenue
Knoxville, TN 37917

Subject: Scope and Fee Proposal
Tipton Station Left Turn Lane "Intersections 1" and Roundabout "Intersection 2"

Dear Mrs. Olsen

Gresham Smith is pleased to present this Scope and Fee Proposal for engineering services to Knox County. The purpose of these services is to perform Survey, Geotech, Hydraulic Determination and Engineering Services for the Tipton Station Road intersections listed in scope document. The attached agreement includes the scope of services and work breakdown for the project.

PROFESSIONAL SERVICES
A detailed scope of services is attached for reference.

We appreciate the opportunity to make this project a success for Knox County. If you have any questions or need additional information you may reach me by telephone at 865.299.6130 or by email at patrick.fiveash@greshamsmith.com. You may also contact Jason Brady at 865.299.6126 or by email at Jason.Brady@greshamsmith.com.

Sincerely,

Patrick Fiveash, PE, CPESC
Project Manager

Copy, Ben Friend, Paul Beebe

LOCATION & DESCRIPTION

The scope of services for this project as stated in the MOU between Knox County and D.R. Horton, INC includes “Intersection No. 1” the addition of a left turn lane on Maryville Pike heading south for traffic to turn onto Tipton station and “Intersection No. 2” a rural roundabout located at the intersection of Tipton Station Rd and West Martin Mill Pk. The project will include the task listed below.

Sub-consultants RGC&A and UES will be sub-contracted through Gresham Smith.

Survey (see attached from RGCA) $48,600.00

Hydraulic Determination (see attached from UES) $5,000.00

Geotech Services Pavement Design (see attached from UES) $7,500.00

Preliminary Plans Design 60% $73,240.00

The tasks for Preliminary design and coordination:

1. Review of Survey data.
2. Review of Hydraulic determination.
3. Gas tank investigation Web based search.
4. Preliminary horizontal and vertical left turn lane “Intersection No. 1”
5. Preliminary 3D corridor development “Intersection No. 1”
6. Preliminary horizontal and vertical roundabout layout “Intersection No. 2”
7. Preliminary Roundabout Geometrics “Intersection No. 2”
8. Preliminary 3D Corridor Development “Intersection No. 2”
9. Preliminary stormwater and Stream impacts.
10. Preliminary ROW impacts.
11. Preliminary Utility impacts.
12. Public meeting to include, 1 person in attendance, preparation of presentation and renderings.
13. Preliminary plan production based on TDOT checklist.
14. County review of preliminary plans.

Right of Way Plan Design 90% $56,510.00

The tasks for Right of Way design and coordination:

1. Design based on county approval and guidance from preliminary plans.
2. Final “Intersection No. 1” layout.
3. Final “Intersection No. 2” layout.
4. Final stormwater “Intersection No. 1”.
5. Final stormwater “Intersection No. 2”.
6. Traffic control “Intersection No. 1”.
7. Traffic control “Intersection No. 2”.
8. EPSC “Intersection No. 1”.

9. EPSC “Intersection No. 2”.
10. ROW plan production based on TDOT checklist.
11. Estimated Quantities
12. Estimate of probable construction cost.
13. County review of ROW plans.
14. Final sealed ROW plans.

ROW Phase $37,890.00

The tasks during Right of Way phase.

1. ROW revisions (assuming 4 changes)
2. ROW exhibits and legal descriptions (assuming 12 tracts)
3. TDOT Grading permit.
4. SWPPP
5. ARAP Permit
6. ACOE Permit
7. Utility coordination to include ROW plans sent to known utilities on project and one meeting to include all utilities on site. Review of utility relocation plans provided by impacted utilities for a single deconfliction review.

Construction Plan Design 100% $16,160.00

The tasks during Construction design phase.

1. Tabulated quantities.
2. Final details and notes.
3. Final traffic control details for both intersections.
4. Construction plan production based on TDOT checklist.
5. Estimate of probable construction cost.
6. County review of construction plans.
7. Sealed Construction plans.
8. MicroStation Open Roads Designer 2023 files to county and awarded contractor.

Bidding $8,810.00

The tasks during bidding.

1. Project Specifications using TDOT specifications and county guidance.
2. Bid documents.
3. Attend Pre-Bid Meeting and draft addenda response coordination with County.
4. Bid tabulation.

Project Management $13,700.00

The tasks for project management.

1. Management of Sub Consultants.
2. Project invoicing.
3. Coordination with County project manager.

Expenses $3,785.00

1. Mileage for meetings and site visits
2. Printing of exhibits, bid documents and plans.

ASSUMPTIONS

1. Design will follow TDOT and Knox County standards and specifications.
2. TDOT coordination and review at preliminary, ROW and construction plan submittal at "Intersection No. 1".
3. Assuming that both intersections will be in a single plan set and bid set
4. No before/after study will be conducted.
5. Area is clear of any historical elements.
6. Turn lane analysis to be performed by Knox County.
7. Knox County to preform all coordination with TDOT.

SERVICES NOT INCLUDED IN THE SCOPE OF WORK

The following items are not anticipated to be required at this time and are therefore specifically excluded from the scope. These services may be added at the CLIENT'S request as an extra service.

1. ROW acquisitions, negotiations, and appraisals.
2. ROW field staking
3. Permit fees, any application fees or mitigation plans.
4. NEPA
5. Signal design and timing
6. Left turn lane traffic analysis
7. Wayfinding sign design and location
8. Landscape Design
9. Preparation of an EA or EIS
10. Noise Study
11. Phase 1 Environmental Site Assessment
12. Air Quality Assessment
13. Environmental Boundaries report
14. Utility relocation plans
15. Subsurface utility engineering (SUE)
16. Construction Services
17. Stream mitigation/relocation plans and coordination.
18. Open Road Designer CAD Model
19. Gas tank removal/mitigation plans.

DELIVERABLES

Gresham Smith will provide the respective project submittal documents as detailed below in electronic format via the Newforma File Management System.

60% Preliminary Plans PDF
90% ROW plans PDF
100% Construction plans and Bid Documents PDF
CAD Files for awarded contractor.

Additional required services outside the limits of the scope detailed above may be supplemented later.

Based on the above line items the engineer will be **billing hourly toward a maximum amount not to exceed $271,195.00** the scope and fee for any additional services will be agreed upon in writing by both the Engineer and the Owner before beginning work.

Hourly Rates:

Professional Services 2025	
Project Role	**Hourly Rate**
Principal	$235.00
Project Mgr.	$220.00
Sr. Roadway Eng	$215.00
Sr. NEPA Eng.	$215.00
Project Professional Eng	$165.00
Utility Coordinator	$155.00
Project Eng	$155.00
QA/QC	$195.00
EIT/Designer	$110.00
Asst PM	$140.00

CONTRACTOR: **GRESHAM SMITH**

COUNTY: **KNOX COUNTY, TENNESSEE**

Independent Contractor. Gresham Smith acknowledges that it and its employees serve as independent contractors and that County shall not be in any manner responsible for any payment, insurance, or incurred liability.

Indemnification/Hold Harmless. Gresham Smith shall indemnify, defend, save, and hold harmless the County, its officers, agents, and employees from all suits, claims, actions, or damages of any nature brought because of, arising out of, or due to breach of the Contract by Gresham Smith, its subcontractors, suppliers, agents, or employees or due to any negligent act or occurrence or any omission or commission of Gresham Smith, its subcontractors, suppliers, agents, or employees.

Governing Law; Venue: This Contract shall be exclusively construed, governed, and controlled by the laws of the State of Tennessee without reference to its choice of law rules and without regard to principles of law, including conflicts of law, of any other jurisdiction, territory, country, and/or province. Any dispute arising out of or relating to this Contract shall exclusively be brought in the Chancery Court or the Circuit Court of Knox County, Tennessee. Each party consents to personal jurisdiction thereto and waives any defenses based on personal jurisdiction, venue, and inconvenient forum.

Termination. The County may terminate this Contract with or without cause upon written notice of not less than thirty days. Upon termination, the County will pay for services satisfactorily completed but not yet invoiced. Gresham Smith shall not perform additional work without the prior written permission of the County.

Payment. The County shall pay the amount owed under this Contract within 30 days after its receipt of Gresham Smith's invoice for said amount.

Robert G. Campbell & Associates

7523 Taggart Lane
Knoxville, TN 37938
Ph: 865-947-5996
Fax: 865-947-7556

621 Wall Street
Sevierville, TN 37862
Ph: 865-429-4683
fax 865-429-4684

February 13, 2025

Patrick J. Fiveash, PE
Roadway Design Department Leader – East TN
Gresham Smith
2095 Lakeside Centre Way, Suite 120
Knoxville, TN 37922

Re: Survey for Roadway Improvement
Tipton Station and Martin Mill Pike
Knox, TN

Dear Mr. Fiveash

Following is the scope of work for the above referenced project. This prospective project to be performed under the above referenced "survey projects of limited scope and duration" as a lump sum contract.

The CONSULTANT agrees to furnish survey services for intersection improvements for Tipton Station and Martin Mill Pike. Services will include, but not limited to, the following items:

- Refer to survey and design manday estimate form for other specifications which may or may not be itemized herein.

- Survey functions will be performed utilizing Microstation ORD software.

- Perform field location survey for the project limits and as further specified in the manday estimate form, to meet current TDOT survey Manual standards. The survey will not be a "phased survey" type.

- The "Survey and Design Summary" page of the manday estimate outlines many agreed upon specifics including but not limited to:

    - Length of project – 0.15 miles
    - Side Roads
        - Goddard – 300 feet
        - W. Martin Mill Pike – 600 feet
    - DTM width for roadway survey – 200 feet (average). Limits are shown on the attached image from .kmz file

- Approximately 14 property tracts
- Plans will be in English at 1"=50' scale.

- Omissions and Errors certificate will be required and submitted with final proposal.

- Plans Sheets layouts will be created with only one sheet per electronic file.

- Deliverable will include PDF file(s) sealed by a surveyor licensed in the State of Tennessee.

Cost of survey is **$24,500**. A copy of the TDOT Man-Day Estimate is included in this submittal.

Please call if you have questions

Sincerely,

Robert G. Campbell, P.E.
President


Tipton Station Rd
Cedars Rd
Cedars Rd
Tipton Station Rd
Tipton Station Rd

Robert G. Campbell & Associates

7523 Taggart Lane
Knoxville, TN 37938
Ph: 865-947-5996
Fax: 865-947-7556

621 Wall Street
Sevierville, TN 37862
Ph: 865-429-4683
fax 865-429-4684

February 14, 2025

Patrick J. Fiveash, PE
Roadway Design Department Leader – East TN
Gresham Smith
2095 Lakeside Centre Way, Suite 120
Knoxville, TN 37922

Re: Survey for Roadway Improvements
Tipton Station Road at Maryville Pike
Knox County, TN

Dear Mr. Fiveash

Following is the scope of work for the above referenced project. This prospective project to be performed under the above referenced "survey projects of limited scope and duration" as a lump sum contract.

The CONSULTANT agrees to furnish survey services for the improvement of Maryville Pike at Tipton Station Services will include, but not limited to, the following items:

- Refer to survey and design manday estimate form for other specifications which may or may not be itemized herein.

- Survey functions will be performed utilizing Microstation ORD software.

- Perform field location survey for the project limits and as further specified in the manday estimate form, to meet current TDOT survey Manual standards. The survey will not be a "phased survey" type.

- The "Survey and Design Summary" page of the manday estimate outlines many agreed upon specifics including but not limited to:

    - Length of project – 0.25 miles
    - Sideroad
        - Tipton Station Road – 400 ft
    - DTM width for roadway survey – 150 feet (average) limits shown on the attached kmz screenshot

- Approximately 14 property tracts
- Plans will be in English at 1”=50’ scale.
- Omissions and Errors certificate will be required and submitted with final proposal.
- Plans Sheets layouts will be created with only one sheet per electronic file.
- Deliverable will include PDF file(s) sealed by a surveyor licensed in the State of Tennessee.

Cost of survey is **$24,100**. A copy of the TDOT Man-Day Estimate is included in this submittal.

Please call if you have questions

Sincerely,



Robert G. Campbell, P.E.
President


Apache Trail
Tipton Station Rd
Belle Maison Ln
S Creek Rd
33

February 19, 2025

Gresham Smith
2095 Laskeside Centre Way, Suite 120
Knoxville, Tennessee 37922

Attention: Mr. Patrick Fiveash

Reference: **Jurisdictional Water Resource Inventory**
Tipton Maryville Pike
Knox County, Tennessee
Proposal: A25109.00218.000

Dear Mr. Fiveash:

UES Professional Solutions 19, LLC (UES) is pleased to provide you with our proposal for a Water Resource Inventory (WRI) for a Knox County utilities project along Tipton Station Road, Maryville Pike, and Martin Mill Pike in Knox County, Tennessee. This proposal provides our understanding of the scope of services to be performed, an estimate of fees, and establishes contractual agreements. Our Agreement for Services is incorporated as a part of this proposal.

PROJECT DESCRIPTION

There are two locations for the water resource inventories along Tipton Station Road, Maryville Pike, and Martin Mill Pike in Knox County, Tennessee. The first project location is at the intersection of West Martin Mill Pike and Tipton Station Road (35.8837°, -83.9074°). The second project location is at the intersection of Maryville Pike and Tipton Station Road (35.8774°, -83.9390°). Based on review of available recent aerial photographs there is potential for hydrologic features to be present within the project footprints, and a formal jurisdictional determination is needed to evaluate the regulatory requirements associated with jurisdictional waters in the project locations. Each project location will have its own jurisdictional waters report after fieldwork has been completed.

SCOPE OF WORK

UES personnel will traverse the suspected area of the project footprint to determine if the identified feature is potential Waters of the State/US. We estimate one day will be required in the field to complete our services. UES will conduct the site investigation within ten working days of receiving written authorization to proceed. All reports and/or inspection forms will be compiled and submitted to the client within ten working days from conducting the on-site investigation.

Potential streams will be determined by UES Qualified Hydrologic Professionals (TN-QHP) who are approved through the Tennessee Department of Environment and Conservation (TDEC) to conduct hydrologic determinations on waters of the state. UES will perform stream assessments on conveyances using the current TDEC Hydrologic Determination Field Data form, which determines whether a feature is to be considered a stream or wet weather conveyance for regulatory and permitting purposes.

Potential wetland areas will be evaluated in general accordance with the U.S. Army Corps of Engineers (USACE) 1987 Wetland Delineation Manual, along with the appropriate Regional Supplement. Examination of soils, hydrology, and the vegetative community will be included, and any wetlands that are identified will be delineated in the field with flagging or surveyor's ribbon. GPS data will be collected and an electronic file with the delineation will be provided to the client; however, a formal survey of the delineation may be needed for more precise measurements.

A summary report will be developed with all the required documentation to allow for the client to receive a jurisdictional waters confirmation from state and/or federal regulatory agencies. The findings will need to be confirmed with USACE and TDEC prior to any proposed disturbances to the site. UES staff will help get the report results verified as part of this proposal.

ASSUMPTIONS

UES has made the following assumptions in preparing this proposal:

- If verbal authorization is provided and the Agreement for Services has not been returned, UES will proceed with our services under the attached agreement.
- The client will secure appropriate approvals from the property owner for UES staff to access and investigate the property.
- Site conditions are assumed to be normal and will not require unusual efforts to complete the site inspection and assessments.

PROJECT FEES

UES will perform the above detailed scope of work on a lump sum basis of **$5,000.**

CONTRACTUAL ARRANGEMENTS

Our Agreement for Services is attached and is incorporated as a part of this proposal. Please indicate your acceptance of our proposal by signing and returning one copy to our office.

UES appreciates the opportunity to provide you with this proposal. If you have any questions, please contact us at (865) 539-8242.

Sincerely,
UES Professional Solutions 19, LLC

Jason Mann, PE
Stormwater Engineer

Attachments: Location Map
Agreement for Services



Project Footprint at Tipton Station Road and Martin Mill Pike



Project Footprint at Tipton Station Road and Maryville Pike

STANDARD AGREEMENT FOR SERVICES AND GENERAL TERMS

Project Name and Location _____ (the "**Project**")

Proposal No. and Date _____ Fee: (See Proposal)

FOR PAYMENT OF INVOICES:

Firm _____ Phone No. _____

Address _____

_____ Zip Code _____ Email _____

Attention _____ Title _____

REPORT DISTRIBUTION:

Firm _____ Firm _____ Firm _____

Email _____ Email _____ Email _____

Attn: _____ Attn: _____ Attn: _____

PROPOSAL ACCEPTANCE

The Terms and Conditions of this Proposal and the General Terms printed on the back of this page are:

Accepted this _____ day of _____, 2025

_____ (the "**Client**")

Individual, firm or corporate body name

_____

Signature of authorized representative

_____

Name of authorized representative and title

General Terms and Conditions

Binding Agreement. By accepting the Proposal Client accepts and agrees to be bound by all terms and conditions set forth in the Proposal and these General Terms and Conditions. The Proposal and these General Terms and Conditions (collectively, the "**Agreement**") comprise the entire agreement between UES Professional Solutions 19, LLC (**"UES"**) and the Client and supersede all prior or contemporaneous understandings, agreements, and representations.

Scope of Services. UES shall provide the services (the "**Services"**) set forth in the Proposal. UES shall not provide and is not responsible for the supervision or direction of the actual work of the contractor, or for site safety. The Client agrees that UES will not be expected to make exhaustive or continuous site visits beyond those established in the Proposal, but that construction observation appropriate for the construction stage shall be performed. It is understood that the Services provided by UES will not relieve the contractor of its duties and responsibilities for performing its work in accordance with the plans and specifications. UES will observe, test, document and alert the Client and/or its contractor, in a timely manner, when UES deems work pertinent to its Services is not being performed in accordance with the plans and specifications. The Services do not include investigation, detection, prevention, or assessment of biological pollutants such as molds, fungi, spores, bacteria or any of their byproducts. Full-time construction observation by UES employees does not mean that UES is observing all work by the contractor or all placement of all materials. Full-time construction observation means that an employee of UES has been assigned to the project for the time required to fulfill UES's contractual responsibilities.

Additional Services. If, during the performance of the Services, UES, its sole discretion, deems it necessary to perform services in addition to the Services (the "**Additional Services**") to successfully complete any evaluation or analysis contained in the Services, UES shall request in writing a modification of its Scope of Services, along with a description of the additional fees for the performance of such Additional Services. The Client may authorize such Additional Services in writing, which shall modify the terms of this Agreement. If the Client declines to modify the terms of this Agreement with respect to the Additional Services UES shall have the right to modify the Agreement to eliminate any evaluation or analysis that would require the Additional Services and to modify the fees to be charged to reflect the elimination of any evaluation or analysis, which modification shall be binding on the Client.

Schedule. The Client acknowledges that any schedule for the performance of the Services contained in the Proposal is an estimate of the time required for performance of the Services, and that the performance of the Services may not be complete prior to the expiration of the period or periods listed in such schedule. Any failure of UES to perform the Services within the time set forth in any schedule for performance shall not be considered a material breach of this Agreement.

Insurance. The Client represents and warrants that Client or the owner of the Property shall, as applicable, maintain one or more general liability, automobile and workman's compensation insurance policies providing coverage for injuries or damage incurred on the property (the "**Property**") at which the Services are to be performed in the amount of at least $1,000,000 per policy, per occurrence. UES shall procure and maintain insurance coverage as it deems to be adequate. Certificates for such policies shall be provided to the owner upon request.

Entry onto Property. If the Client is the owner of the Property, the Client hereby authorizes UES to enter the Property for the purpose of performing the Services and the Client represents and warrants that the Client has full power and authority to permit UES personnel to enter and perform the Services on the Property, as may be required under the terms of this Agreement. If the Client is not the owner of the Property, the Client shall assist UES in obtaining permission from the Property's owner to access the Property and perform the Services. If such permission cannot be obtained, UES may, in its sole discretion, modify or cancel the Agreement.

Fees and Payment of Invoices. As consideration for the Services, the Client shall pay to UES for the costs and fees stated in the Proposal (the "**Fees**"). If the Client designates a third party to pay the Fees the Client shall remain liable for the full payment of the Fees. UES will submit invoices to the Client periodically. Unless otherwise stated on the Invoice or in the Proposal, invoices are due and payable within thirty (30) days from the invoice date. If the Client fails to make any payments due UES for the Services within thirty (30) days from invoice date, interest as permitted by Georgia law may be charged until the full amounts due are paid. If the Client fails to pay the amount due UES within thirty (30) days from UES's invoice date, UES may, in its sole discretion, suspend services being performed under this Agreement until UES has been paid in full all amounts due for the Services provided, expenses incurred and other related charges. Failure by the Client to pay UES prior to the due date of an invoice shall constitute a material breach of the Agreement.

Client's Responsibilities. In addition to the Client's obligations to pay for the Services performed under this Agreement and the Client's other obligations set forth in this Agreement, the Client agrees to assist and cooperate with UES in any manner necessary and within its ability to facilitate performance of the Services, supply UES with all information and documents in the Client's possession or knowledge that are relevant to the Services. The Client shall designate the location of all subsurface structures on plans to be furnished to UES such as pipes, tanks, cables and utilities within the property lines.

Standards of Performance. The standard of care for all professional engineering and related services performed or furnished by UES under the Proposal and this Agreement will be the care and skill ordinarily used by members of the profession practicing under

similar circumstances at the same time and in the same locality. The Client shall be responsible for, and UES may rely on, the accuracy and completeness of specifications, requirements, programs, instructions, reports, data, drawings, and other information furnished by the Client to UES pursuant to this Agreement. UES may use such specifications, requirements, programs, instructions, reports, data, drawings and information in performing or furnishing services under this Agreement. In the event necessary requirements or specifications are not provided before the Services commence, UES may set basic requirements for soil density tests and concrete sample fabrication that will be used until such time as they are provided.

Dispute Resolution; Litigation. As a condition precedent to filing any action in state or federal court concerning the Proposal or this Agreement, UES and the Client agree to negotiate all disputes between them arising out of or relating to the Proposal or the Agreement in good faith for a period of 30 days from the date of written notice of such dispute, regardless of the nature of the relief sought. If such negotiations between UES and the Client do not fully resolve the dispute, as a further condition precedent to filing any action in state or federal court, UES and Client shall mediate the dispute with a mutually acceptable alternative dispute resolution service. If said dispute is not fully resolved by said mediation, the dispute may then proceed in a state or federal court in Fulton County, Georgia unless an alternative venue is agreed upon by both UES and the Client. The prevailing party in any lawsuit filed by the parties concerning the Proposal or this Agreement shall be entitled to recover its costs and expenses incurred in such proceedings from the other party, including reasonable attorneys' fees, costs of court and expert witness costs. The Client irrevocably waives any and all right to trial by jury with respect to any legal proceeding arising out of or related to the proposal or this agreement.

Use of Documents and Intellectual Property. Unless otherwise agreed in writing, all documents and information prepared by UES or obtained from a third party in connection with the performance of the Services are instruments of service (the "**Instruments of service**"), and UES shall retain ownership therein (including the right to reuse at the discretion of UES). All Instruments of Service are solely for use by the Client and will not be provided by the Client to any other person or entity without the prior written consent of UES. The Client has the right to reuse the Instruments of Service for purposes reasonably connected with the project for which the Services are provided, including without limitation design and licensing requirements of the project. No party other than the Client may rely on the Instruments of Service, and the Client will not represent to any other party that it may rely on the Instruments of Service without the express prior written consent of UES. The Client acknowledges that UES may employ or develop proprietary software, trade secrets, or other intellectual property in the performance of the Services (the "**Intellectual Property**"). The Client hereby agrees that it will not retain or acquire any ownership interest in the Intellectual Property and that all Intellectual Property employed or developed by UES in the course of the performance of the Services shall remain the property of UES or a third party, as applicable.

Term of Agreement. This Agreement shall begin on the date of execution as set forth on the Proposal and shall continue until the completion of all obligations of the parties under this Agreement, mutual written agreement of the parties, termination for material breach of this Agreement, or termination by UES for convenience. UES shall have the right, in the event of a material breach by the Client to terminate this Agreement. Said termination shall be effective immediately upon delivery by UES to the Client of a written termination notice or on such other later date as may be specified in any such notice of termination. If UES commits a material breach of this Agreement, the Client may terminate this Agreement upon thirty (30) days written notice to UES, provided the breach remains uncured at the end of such thirty (30) day period.

Indemnification. The Client agrees to defend, indemnify and hold UES and its agents, employees, owners, insurers and fiduciaries (the "**UES Indemnified Parties**") harmless for any costs, liabilities, claims, expenses, or damages incurred by the UES Indemnified Parties arising, directly or indirectly, from the provision of the Services by UES to the Client, including, but not limited to, any costs, liabilities, claims, expenses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) arising from the following: (a)entry onto the Property or any Adjacent Property by UES after the Client has represented to UES that UES is duly authorized to enter such Property or Adjacent Property; and (b) any misrepresentation or breach of any warranty set forth in this Agreement by the Client.

Limitation of Liability. Notwithstanding any other term or provision in this Agreement, in recognition of the relative risks, rewards and benefits of the work being performed by UES to both the Client and UES, the risks have been allocated such that the Client agrees and acknowledged that, to the fullest extent permitted by Georgia law, the total liability of UES to the Client for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this Agreement from any cause or causes of action whatsoever, whether arising out of contract, negligence, strict liability in tort, or warranty, shall not exceed any amounts paid by the Client for the Services relating to the event giving rise to the liability, the limit of liability will be the greater of $50,000 or the amount paid by the Client for the Services relating to the event giving rise to the liability. If Client prefers to have higher limits on contractual or professional liability, UES agrees to increase the limits up to a maximum of $1,000,000.00 upon Client's written request at the time of accepting this Agreement provided that Client agrees to pay an additional consideration of four percent of the total fee, or $1,200.00, whichever is greater. If Client prefers a $2,000,000.00 limit on contractual or professional liability upon Client's written request at the time of accepting this Agreement, UES agrees to increase the limits up to a maximum of $2,000,000.00 and Client agrees to pay an additional consideration of four percent of the total fee, or $2,000.00, whichever is greater. No action, regardless of form, arising from or pertaining to this Agreement or the Services may be brought by the Client more than one (1) year after such action has accrued, and neither UES nor any officer, director, manager, employee, or agent of UES shall have any liability under this Agreement for consequential, exemplary, or incidental damages, including, without limitation, damages for loss of goodwill, losses due to delay or work stoppage, and any and all business or commercial damages or losses.

Disclaimer of Warranties. UES does not make any warranty, whether expressed or implied, with respect to the services provided hereunder, and all warranties of merchantability and fitness for a particular use are hereby expressly excluded.

No Third-Party Beneficiary. The provisions of this Agreement are and will be for the benefit of the parties to the Agreement only and are not for the benefit of any third party, and accordingly, no third party shall have the right to enforce the provisions of this Agreement.

Force Majeure. UES shall not be liable or responsible to the Client, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement if such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of UES including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, civil unrest, national emergency, or labor disputes; provided, however, that, if the event in question continues for a continuous period in excess of thirty (30) days, the Client shall be entitled to give notice in writing to UES to terminate this Agreement.

Disposal of Samples. UES may dispose of all stored soil, rock, and asphalt samples 60 or more days after submission of the final report covering those samples. UES may dispose of stormwater samples immediately upon testing.

Successors, Assigns, and Beneficiaries. The Client and UES each are hereby bound and the partners, successors, executors, administrators and legal representatives of the Client and UES are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of the Agreement.

Miscellaneous. The following other terms and conditions shall also govern this Agreement: (a) all representations, agreements to reimburse, defend, hold harmless or indemnify, dispute resolution provisions, and covenants or agreements that contemplate performance after completion of and/or payment for the Services in this Agreement shall survive any completion or termination of this Agreement; (b) the Agreement shall be construed and interpreted under and shall be governed by and enforced according to the substantive laws of Georgia, without regard to choice of law rules; (c) this Agreement may not be modified, changed or supplemented, nor may any obligations in this Agreement be waived, except by a written document signed by the party to be charged or by such party's agent duly authorized in writing; (d) no waiver of a breach of any of the terms, covenants or conditions of this Agreement will be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, covenant or condition herein contained; (e) the failure of either party to insist upon strict performance of any of the provisions of this Agreement shall in no way constitute a waiver of its rights, at law or in equity, or a waiver of any other provisions of this Agreement or subsequent default by the other party in the performance of or compliance with any of the terms and conditions set forth in this Agreement; (f) the parties to this Agreement agree that both have had the opportunity to review and negotiate the terms of this Agreement and to obtain the assistance of counsel in reviewing and negotiating such terms prior to execution, and that this Agreement shall be construed neither against nor in favor of either party but shall be construed in a neutral manner; (g) all notices and other communications shall be in writing and shall be deemed properly delivered, received, given and served: (i) on the same day as personally delivered; (ii) when delivered if deposited in the United States mail, certified or registered, postage prepaid, return receipt requested; (iii) when delivered by Federal Express or other comparable courier service, charges prepaid and any delivery failure caused by a party's failure to give notice of change of address or refusal to accept delivery shall be deemed receipt of notice; and (h) the parties acknowledge that each will have access to the others' proprietary information and pledge to one another to use the same solely for the purpose of furthering the performance of this Agreement, and upon the termination thereof, to maintain and protect the confidentiality of the same forevermore as though it was their own.

February 20, 2025

Gresham Smith & Partners
2095 Lakeside Centre Way, Suite 120
Knoxville, Tennessee 37922

ATTENTION: Mr. Patrick Fiveash, P.E.
patrick.fiveash@greshamsmith.com

Subject: **PROPOSAL FOR PAVEMENT THICKNESS DESIGN SERVICES**
Knox County Intersection Improvements
Knox County, Tennessee
UES Proposal No. A25109.00217

Dear Mr. Fiveash:

UES Professional Solutions #19, LLC (UES) is pleased to provide you with our proposal for pavement thickness design services for the subject project. This proposal provides our understanding of the scope of services to be performed, an estimate of fees, proposed schedule, and establishes contractual agreements.

PROJECT INFORMATION

Project information was provided by you in email correspondence and telephone conversations dating from February 18, 2025. Included with the email were Google Earth (KMZ) files showing the locations of the intersection improvements.

The project will include improvements to two intersections in Knox County, Tennessee. The first project will be the addition of a left-turn lane along Maryville Pike at the intersection with Tipton Station Road. Here it has been requested that two thin-wall cores of the existing pavement along Maryville Pike be taken to evaluate the existing pavement section. It is presently proposed to match the existing Maryville Pike pavement section unless the thin-wall coring indicates an insufficient exiting section.

The project will also include the construction of a new roundabout at the intersection of Tipton Station Road, West Martin Mill Pike and Goddard Road. The new roundabout will require the development of a new pavement section which will be based upon a traffic study to be provided by Gresham Smith.

The purpose of our services is to develop pavement section thickness recommendations for the proposed intersections based on the thin-wall coring and provided information. The assessment of site environmental conditions for the presence of pollutants in the soil, rock, or ground water of the site is beyond the proposed scope of services.

SCOPE OF WORK

We propose to develop recommended asphalt pavement section thicknesses for the proposed intersections. The existing pavement section along Maryville Pike will be explored by thin-wall coring of the existing roadway at the intersection. We will use a portable electric coring machine and thin-wall bit to core the asphalt at each of the two locations. Upon removal of the core, the basestone will be removed to the soil subgrade by manually twisting a sharpened steel auger into the ground. The pavement core thickness and aggregate basestone thickness will then be measured and recorded. We do not presently anticipate performing laboratory testing on the obtained samples. The basestone materials will be replaced and the asphalt pavement patched using a cold mix asphalt material upon completion of the measurements.

Traffic control will be required to perform the thin-wall coring along Maryville Pike. The traffic control will be performed in general accordance with the Manual on Uniform Traffic Control Devices (MUTCD) and engineer stamped traffic control plans prepared for submission to TDOT. We have assumed one day for performing the coring.

The pavement thickness design will be performed using AASHTO procedures, data from the coring and the provided traffic study. Our services will culminate with a written letter report prepared by a geotechnical engineer or project staff professional under the review of a senior engineer licensed in Tennessee. The report will provide a summary of the project information, the thin-wall core test results, our recommendations for subgrade preparation, structural soil fill and the pavement section thicknesses.

FEES AND PROJECT SCHEDULE

Based on the scope of work described above, the lump sum cost to perform the pavement thickness design services will be **$7,500**. Table 1 below shows a breakdown of our proposed fee.

Table 1 – Lum Sum Fee Breakdown

Item	Lump Sum Fee
Thin Wall Coring Maryville Pike	$1,200
Traffic Control/MUTCD Plan Maryville Pike (one day)	$2,800
Pavement Design/Reporting Maryville Pike	$1,500
Pavement Design/Reporting Tipton Station Road Roundabout	$2,000

We presently estimate that the written letter report can be provided within about 10 working days after authorization to proceed.

CONTRACTUAL AGREEMENTS

We understand our services will be performed under an agreement between UES and the Gresham Smith. Please forward your instrument of agreement to UES in the attention of W. Ros Kingery, III, P.E. at rkingery@teamues.com or to our office at 2561 Willow Point Way, Knoxville, Tennessee 37934.

CLOSING

Again, thank you for the opportunity to be of service to you on this project. If you should have any questions, or need any further information, please do not hesitate to contact us.

Sincerely,
UES, LLC

Matthew B. Haston, P.E.
Senior Geotechnical Engineer

W. Ros Kingery III, P.E.
Vice President

RLA-16841 **R-25-3-406**

COMMISSION (PRELIMINARY AGENDA)

Meeting Date:	03/20/2025
Requested By:	Cathy Olsen, ENGINEERING AND PUBLIC WORKS
Department:	ENGINEERING AND PUBLIC WORKS
Requires Expenditure of Funds:	YES Funded in Current Budget: YES
Appropriation Required:	NO

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, approving a Memorandum of Agreement between Knox County and Knoxville-Knox County Planning with Knoxville TPO to collect pavement condition data and update the existing Pavement Management System in the amount of $168,529.00. **(DEFERRED FROM FEBRUARY AT REQUEST OF SPONSOR)** *(previously Deferred from January to February at Request of Sponsor)* *(Engineering and Public Works)*

Attachments

Resolution

Memorandum of Agreement

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, APPROVING A MEMORANDUM OF AGREEMENT BETWEEN KNOX COUNTY AND KNOXVILLE-KNOX COUNTY PLANNING WITH KNOXVILLE TPO TO COLLECT PAVEMENT CONDITION DATA AND UPDATE THE EXISTING PAVEMENT MANAGEMENT SYSTEM IN THE AMOUNT OF $168,529.00.

RESOLUTION: **R-25-3-406**

REQUESTED BY: **ENGINEERING & PUBLIC WORKS**

PREPARED BY: **KNOX COUNTY LAW DIRECTOR'S OFFICE**

APPROVED AS TO FORM AND CORRECTNESS:_____
DIRECTOR OF LAW

APPROVED:_____
DATE

VETOED:_____
DATE

VETO OVERRIDE:_____
DATE

MINUTE BOOK_____PAGE_____

WHEREAS, Knox County and Knoxville-Knox County Planning desire to enter into a Memorandum of Agreement to collect pavement condition data and update an existing Pavement Management System; and

WHEREAS, the proposed Memorandum of Agreement sets forth the terms and conditions under which the services and deliverables will be provided by Knoxville-Knox County Planning; and

WHEREAS, Knox County will compensate Knoxville-Knox County Planning the amount of $168,529.00 for their services under the agreement.

NOW THEREFORE BE IT RESOLVED BY THE COMMISSION OF KNOX COUNTY AS FOLLOWS:

The Memorandum of Agreement between Knox County and Knoxville-Knox County Planning to collect pavement condition data and update the existing Pavement Management System is hereby adopted and approved in substantive form as presented this date, a copy of which is attached to this Resolution and incorporated herein by reference.

BE IT FURTHER RESOLVED, the Memorandum of Agreement between Knox County and Knoxville-Knox County Planning to collect pavement condition data and update the existing Pavement Management System shall be executed subject to such amendment or action not affecting the substantive provisions of the contract as may be required and approved by the Knox County Law Director.

BE IT FURTHER RESOLVED, that if any notifications are to be made to effectuate this Resolution, then the County Clerk is hereby requested to forward a copy of this Resolution to the proper authority.

BE IT FURTHER RESOLVED, that this Resolution is to take effect from and after its passage, as provided by the Charter of Knox County, Tennessee, the public welfare requiring it.

_____

Presiding Officer of the Commission Date

_____

County Clerk Date

Approved:_____

County Mayor Date

Vetoed:_____

County Mayor Date

MEMORANDUM OF AGREEMENT

Between Knox County and Knoxville-Knox County Planning (Planning) for Pavement Condition Data Collection and Pavement Management System Update as a Participant in a Regional Pavement Condition Data Collection Project

I. PURPOSE

This Memorandum of Agreement (MOA) defines services and deliverables to be provided by Planning to Knox County to collect pavement condition data and update an existing Pavement Management System (PMS).

II. GEOGRAPHIC AREA

The geographic area for the Pavement Management System and pavement condition data collection covers the complete Knox County road network.

III. PROJECT BACKGROUND

Beginning in 2021, Planning initiated a regional project to collect pavement condition data and establish pavement management systems in response to member jurisdiction interest in more systematic methods of tracking pavement condition data and determining appropriate resurfacing treatment options based on an objective prioritization process.

Updated pavement condition data is necessary to maintain the effectiveness of an established Pavement Management System. To support regional pavement management efforts, Knoxville Regional Transportation Planning Organization (TPO) managed Local Surface Transportation Block Grant funds were programmed in fiscal years 2023-2026 to recollect data for previous participants and to collect condition data and develop Pavement Management Systems for new participant member jurisdictions.

Knox County did not participate in the previous TPO project but has an established PMS and has elected to join the current project to collect pavement condition data for the county's road network and update their existing PMS.

On October 22, 2024, Planning selected Applied Pavement Technology, Inc. to provide consulting services to assess regional pavement conditions and develop and/or update Pavement Management Systems for multiple TPO member jurisdictions.

IV. RESPONSIBILITIES

Knoxville-Knox County Planning

A. Planning has retained the services of a professional engineering and consulting firm for pavement condition data collection and updates to the existing Pavement Management System. Planning will manage the consulting firm.

B. Planning, with assistance from the consulting firm and Knox County staff, shall produce the following deliverables:

1. Network updates and automated roadway pavement condition data collection for the Knox County street network.
    - Knox County's entire roadway network condition data will be collected in the 2024 collection cycle.
        - 2024 data collection period is estimated as November 2024 - February 2025.
    - One-third of the Knox County network will be recollected in 2026.
        - 2026 data collection period is estimated as July - August 2026.
2. Annual PMS update and general summary report of results and recommendations.
3. Annual Web-based data viewer and Geo-database update.

Knox County

A. Knox County will participate in the collaborative project development process by being responsive to requests for information and available for project meetings established by Planning.

B. Knox County will provide updated GIS data as required to update the street network and pavement management area.

V. LAW; VENUE

This Agreement shall be exclusively construed, governed, and controlled by the laws of the State of Tennessee without regard to principles of law, including conflicts of law, of any other jurisdiction, territory, country, and/or province. Any dispute arising out of or relating to this Agreement shall exclusively be brought in the Chancery Court of the Circuit Court of Knox County, Tennessee. Each party consents to personal jurisdiction thereto and waives any defenses based on personal jurisdiction, venue and inconvenient forum.

VI. AGREEMENT TERMS

A. Knox County shall compensate Planning in an amount up to $168,529.00.

- Local costs for FY 2024 and FY 2026, totaling $168,529.00 will be invoiced upon MOA execution.

B. This MOA shall expire on December 31, 2026.

VII. SIGNATORIES

The following signatory parties hereby agree to comply with the provisions and terms of the MOA.

Knox County

By: _____ _____

Its: _____ DATE

Knoxville-Knox County Planning

By: _____ _____

Its: _____ DATE

RLA-16774 **R-25-3-408**

COMMISSION (PRELIMINARY AGENDA)

Meeting Date:	03/20/2025
Requested By:	Cathy Olsen, ENGINEERING AND PUBLIC WORKS
Department:	ENGINEERING AND PUBLIC WORKS
Requires Expenditure of Funds:	YES Funded in Current Budget: YES
Appropriation Required:	NO

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, approving a Memorandum of Understanding with S&E Properties, LLC for road improvements at the intersection of Kingston Pike and Ebenezer Road. **(DEFERRED FROM FEBRUARY AT REQUEST OF SPONSOR)** *(previously Deferred from December to January and January to February at Request of Sponsor)*
(Engineering and Public Works)

Attachments

Resolution

Memorandum of Understanding

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, APPROVING A MEMORANDUM OF UNDERSTANDING WITH S&E PROPERTIES, LLC FOR ROAD IMPROVEMENTS AT THE INTERSECTION OF KINGSTON PIKE AND EBENEZER ROAD.

RESOLUTION: **R-25-3-408**

REQUESTED BY: **ENGINEERING & PUBLIC WORKS**

PREPARED BY: **KNOX COUNTY LAW DIRECTOR'S OFFICE**

APPROVED AS TO FORM AND CORRECTNESS:_____
DIRECTOR OF LAW

APPROVED:_____
DATE

VETOED:_____
DATE

VETO OVERRIDE:_____
DATE

MINUTE BOOK_____PAGE_____

WHEREAS, S&E Properties, LLC ("S&E") plans to develop The Ebenezer Rd Subdivision (the "Development") on currently vacant land owned by S&E located at 0 Ebenezer Road which will result in an increase of traffic on Ebenezer Road and Kingston Pike; and

WHEREAS, as a result of the Development, and as documented in a Traffic Impact Study addendum, the existing turn-lanes on northbound Ebenezer Road at the intersection of Kingston Pike must be lengthened to create a total vehicular storage of 130-feet within two 10-foot lanes (the "Project"); and

WHEREAS, the Traffic Impact Study addendum outlines the trip generation from the Development as contributing 30% towards the total trips and therefore to the traffic impacts at this location; and

WHEREAS, Knox County and S&E agree that Knox County will oversee and coordinate the Project and S&E will pay Knox County 30% of estimated total costs of the Project based on the Development's contribution towards traffic impacts, as further detailed in the attached Memorandum of Understanding; and

WHEREAS, the proposed Memorandum of Understanding formalizes the agreement between Knox County and S&E with respect to the Project.

NOW THEREFORE BE IT RESOLVED BY THE COMMISSION OF KNOX COUNTY AS FOLLOWS:

The Memorandum of Understanding with S&E Properties, LLC for road improvements at the intersection of Kingston Pike and Ebenezer Road is hereby adopted and approved in substantive form as presented this date, a copy of which is attached to this Resolution and incorporated herein by reference.

BE IT FURTHER RESOLVED, the Memorandum of Understanding with S&E Properties, LLC for road improvements at the intersection of Kingston Pike and Ebenezer Road shall be executed subject to such amendment or action not affecting the substantive provisions of the contract as may be required and approved by the Knox County Law Director.

BE IT FURTHER RESOLVED, that if any notifications are to be made to effectuate this Resolution, then the County Clerk is hereby requested to forward a copy of this Resolution to the proper authority.

BE IT FURTHER RESOLVED, that this Resolution is to take effect from and after its passage, as provided by the Charter of Knox County, Tennessee, the public welfare requiring it.

_____

Presiding Officer of the Commission Date

_____

County Clerk Date

Approved:_____

County Mayor Date

Vetoed:_____

County Mayor Date

Memorandum of Understanding

Knox County, Tennessee and S & E Properties, LLC

This Memorandum of Understanding (herein the "Memorandum of Understanding") is made and entered into by and between **KNOX COUNTY, TENNESSEE** ("Knox County"), a political subdivision of the State of Tennessee, a home rule public corporation and charter government and **S & E Properties, LLC** a Tennessee limited liability company with an address of 405 Montbrook Ln, Knoxville TN 37919 (hereafter "S&E").

WHEREAS – due to the ongoing and rapid suburbanization of Knox County, Tennessee which has increased traffic on existing County roadway systems; and

WHEREAS- S&E plans to develop The Ebenezer Rd Subdivision ("The Development") on currently vacant land owned by S&E located at 0 Ebenezer Road which will result in an increase of traffic on Ebenezer Road and Kingston Pike; and

WHEREAS- as a result of the developments on Ebenezer Road, and as documented in the Traffic Impact Study addendum dated 10/04/2024 the existing turn-lanes on northbound Ebenezer Rd at the intersection of Kingston Pike must be lengthened to create a total vehicular storage of 130-feet within two 10-foot lanes (as reflected on Exhibit A hereto (hereinafter referred to as "The Project"); and

WHEREAS- the Traffic Impact Study addendum dated 10/04/2024 outlines the trip generation from this Development as contributing 30% towards the total trips and therefore to the traffic impacts at this location; and

WHEREAS- Knox County has estimated the cost of The Project, including engineering and design, right-of-way and easement acquisitions, utility coordination and relocations, construction and construction inspections to be $204,900.00.

WHEREAS- Knox County and S&E agree that Knox County will oversee and coordinate The Project and that S&E will pay Knox County 30% of estimated total costs of said project, based on S & E's Development's contribution towards traffic impacts, as set out below.

NOW, THEREFORE, in consideration of the foregoing premises and valuable consideration, the receipt and/or sufficiency of which is hereby acknowledged, Knox County and S&E hereby agree as follows:

1) Knox County will oversee and coordinate the Project including engineering and design, right-of-way and easement acquisitions, utility coordination and relocations, construction and construction inspections as shown on **Exhibit A** attached hereto and incorporated herein by reference pursuant to such construction documents.
2) S&E will reimburse Knox County for S & E's portion of the estimate of total costs generated by the Project including engineering and design, right-of-way and easement acquisitions, utility coordination and relocations, construction and construction inspections as shown on **Exhibit A** attached hereto and incorporated herein by reference pursuant to such construction documents
3) Schedule and Scope of Payments

   S&E will pay 30% (totaling $61,470.00) of the estimated engineering and design, right-of-way and easement acquisitions, utility coordination and relocations, construction and construction

inspections costs within thirty (30) days of the execution of this MOU between Knox County and S&E.

4) This Memorandum of Understanding sets forth the understanding between the parties, and no change, amendment, or modification shall be enforceable unless made in writing and signed by the parties.
5) This Memorandum of Understanding shall be binding upon and inure to the benefit of the parties, their successors in interest, heirs, and assigns.
6) Completion of Work: At the execution and full reimbursement outlined in this agreement, S & E will be released to proceed with development of their property. No permits or certificates of occupancy will be withheld due to any delays in implementation of improvements described herein.
7) The delay or failure of one of the parties to enforce any provision or condition of this Memorandum of Understanding or to exercise any right provided herein shall not be considered a waiver of its right with respect to such provision, condition, or right in the future.
8) Time is of the essence on this Memorandum of Understanding and each and every provision hereof: Any extension of time granted for the performance of any duty under this Memorandum of Understanding shall not be considered an extension of time for the performance of any other duty under this Memorandum of Understanding
9) This Memorandum of Understanding shall be exclusively construed, governed, and controlled by the laws of the State of Tennessee without regard to principles of law, including conflicts of law, of any other jurisdiction, territory, country, and/or province. Any dispute arising out of or relating to this Memorandum of Understanding shall exclusively be brought in the Chancery Court or the Circuit Court of Knox County, Tennessee. Each party consents to personal jurisdiction thereto and waives any defenses based on personal jurisdiction, venue, and inconvenient forum.
10) It is understood and agreed by Knox County and S&E that the individual(s) employed by S&E shall not be considered employee(s), agent(s), or borrowed agent(s) of Knox County and that Knox County and S&E are not partners or joint ventures.
11) S&E shall indemnify, defend, save, and hold harmless Knox County, its officers, agents, and employees from all suits, claims, actions, or damages of any nature brought because of, arising out of, or due to breach of this Memorandum of Understanding by S&E, its subcontractors, agents, or employees or due to any negligent act or occurrence or any omission or commission of S&E, its subcontractors, agents, or employees.
12) The parties may execute this Memorandum of Understanding by way of digital signature and agree that this Memorandum of Understanding, including any digital signature, may be delivered, communicated, received and stored by electronic means and that an electronic record of same shall be deemed to have the same legal effect as an ink-signed executed copy of this Memorandum of Understanding for all purposes.
13) S & E shall not assign this Memorandum of Understanding to any person, party, company, partnership, corporation, or other entity of any kind without the prior specific written consent of Knox County, which consent shall be granted or denied in the sole and absolute discretion of the Knox County Mayor. Even if an assignment is granted by the Knox County Mayor, S & E shall remain fully responsible for the proper and complete execution of this Memorandum of Understanding.

The parties have executed this Memorandum of Understanding for the purposes set out herein as of the latest date written below.

KNOX COUNTY, TENNESSEE

By: _____

Name: Glenn Jacobs

Title: Mayor

Date: _____

S & E Properties, LLC

By: _____

Name:

Title:

Date: _____

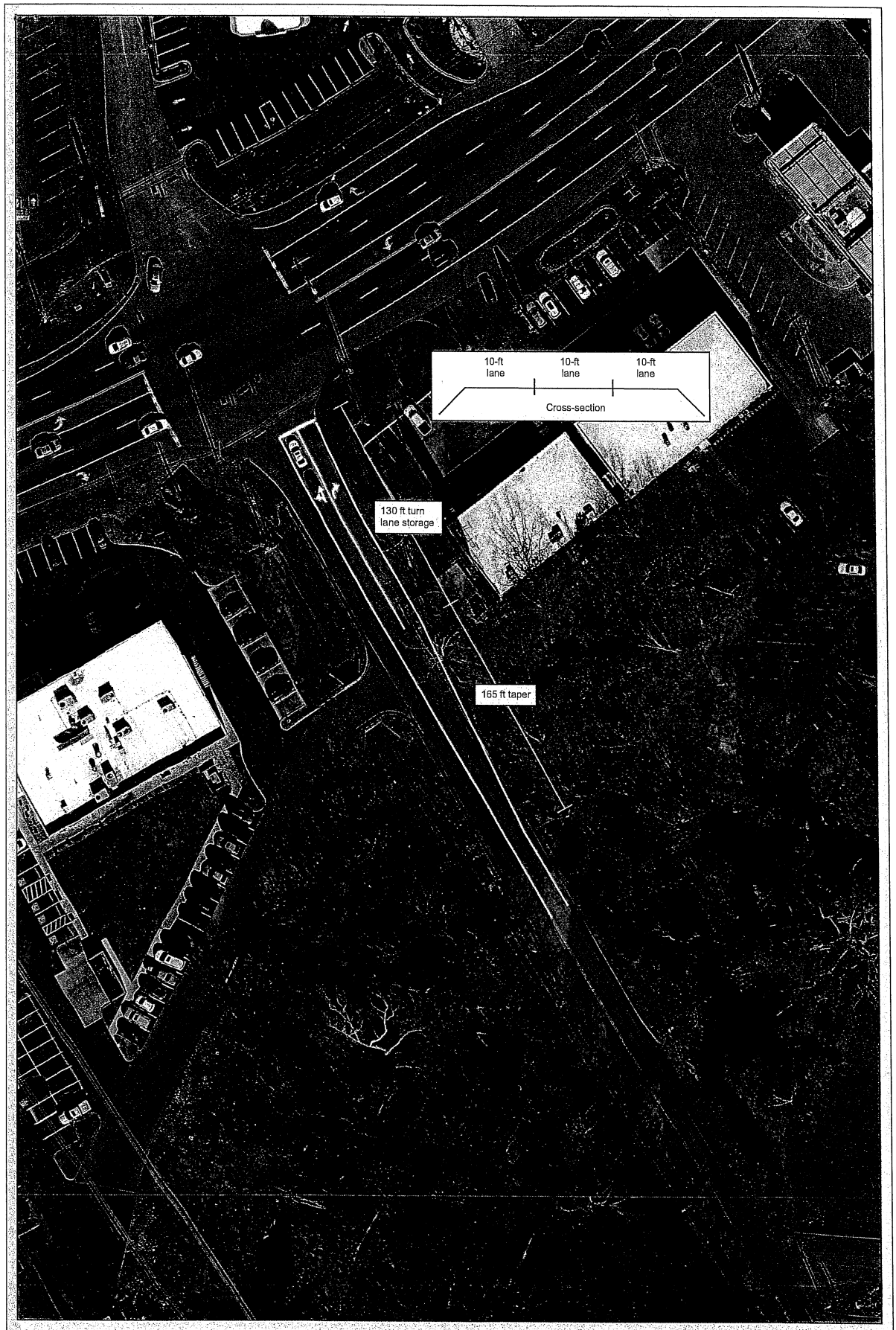
APPROVED AS TO FORM

By: _____

Name: Knox County Law Director's Office

Date: 3-3-25

Contract #: 24-858



Ebenezer Rd Turn Lane Concept

Turn Lane @ Ebenezer/Kingston

0 25 50 100

Feet

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Printed: 3/10/2025 7:45:20 AM

Ex. A

RLA-17144 **R-25-3-409**

COMMISSION (PRELIMINARY AGENDA)

Meeting Date: 03/20/2025

Requested By: Drucilla Stills, COUNTY COMMISSION

Department: COUNTY COMMISSION

Requires Expenditure of Funds: Funded in Current Budget:

Appropriation Required:

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, approving Supplement Number 4 to the Railroad Agreement with the Tennessee Department of Transportation, CSX Transportation, Inc., and the City of Knoxville for improvements to Alcoa Highway and Topside Road. **(TO BE ADDED)**
(Engineering and Public Works)

Attachments

Resolution

Packet

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, APPROVING SUPPLEMENT NUMBER 4 TO THE RAILROAD AGREEMENT WITH THE TENNESSEE DEPARTMENT OF TRANSPORTATION, CSX TRANSPORTATION, INC., AND THE CITY OF KNOXVILLE FOR IMPROVEMENTS TO ALCOA HIGHWAY AND TOPSIDE ROAD.

RESOLUTION: **R-25-3-409**

REQUESTED BY: **ENGINEERING & PUBLIC WORKS**

PREPARED BY: **KNOX COUNTY LAW DIRECTOR'S OFFICE**

APPROVED AS TO FORM AND CORRECTNESS:_____
DIRECTOR OF LAW

APPROVED:_____
DATE

VETOED:_____
DATE

VETO OVERRIDE:_____
DATE

MINUTE BOOK_____PAGE_____

WHEREAS, by means of Resolution R-18-10-407, the Knox County Commission previously approved a Railroad Agreement with the Tennessee Department of Transportation, CSX Transportation, Inc., and the City of Knoxville for the construction of a new bridge structure and approaches to carry Topside Road over the tracks of the CSXT railroad pursuant to TDOT Project Number STP/NH-115(27); 47026-2281-14 (the "Railroad Agreement"); and

WHEREAS, by means of Resolutions R-19-10-404, R-23-5-408, and R-24-1-402, the Knox County Commission approved Supplements #1, #2 and #3, respectively, to the Railroad Agreement; and

WHEREAS, Knox County has received another Supplement to the Railroad Agreement for improvements to Alcoa Highway and Topside Road, as further detailed in the attached Supplement.

NOW THEREFORE BE IT RESOLVED BY THE COMMISSION OF KNOX COUNTY AS FOLLOWS:

Supplement Number 4 to the Railroad Agreement with the Tennessee Department of Transportation, CSX Transportation, Inc., and the City of Knoxville for improvements to Alcoa Highway and Topside Road is hereby adopted and approved in substantive form as presented this date, a copy of which is attached to this Resolution and incorporated herein by reference.

BE IT FURTHER RESOLVED, that Supplement Number 4 to the Railroad Agreement with the Tennessee Department of Transportation, CSX Transportation, Inc., and the City of Knoxville for improvements to Alcoa Highway and Topside Road shall be executed subject to such amendment or action not affecting the substantive provisions of the agreement as may be required and approved by the Knox County Law Director.

BE IT FURTHER RESOLVED, that if any notifications are to be made to effectuate this Resolution, then the County Clerk is hereby requested to forward a copy of this Resolution to the proper authority.

BE IT FURTHER RESOLVED, that this Resolution is to take effect from and after its passage, as provided by the Charter of Knox County, Tennessee, the public welfare requiring it.

_____

Presiding Officer of the Commission Date

_____

County Clerk Date

Approved:_____

County Mayor Date

Vetoed:_____

County Mayor Date

RR - 4 Parties

Agreement No: 0989

RAILROAD AGREEMENT

THIS SUPPLEMENT is made and entered into by, and between the State of Tennessee acting through its Department of Transportation, hereinafter called "TDOT", CSX Transportation, Inc. (hereinafter referred to as the "Railroad"), the City of Knoxville (hereinafter referred to as the "City"), and Knox County (hereinafter referred to as the "County").

WITNESSETH:

WHEREAS, TDOT and the Railroad entered into Agreement 0989, Supplement #3, dated the 13th day of December, 2023, in which the parties agreed to certain matters concerning the Railroad Work on Highway Project No.(s): STP/NH-115(27); 47026-2281-14 which provides for construction of a new bridge structure and approaches to carry Topside Road over the Railroad's tracks at Mile Post 00C 281.76 (DOT#: 938491V), which new bridge structure is located near the existing approaches carrying Topside Road over the tracks of the Railroad at Mile Post 0281.68 (DOT#: 347589R) to remain in place, in and near Knoxville in Knox County, Tennessee, a copy of which Agreement is attached hereto as Exhibit "A"; and

WHEREAS, it is desired by the parties that the hereinafter mentioned changes be made in said original agreement; and

NOW, THEREFORE, in consideration of these premises and the mutual promises contained herein, it is agreed by and between the parties as follows:

The following paragraph in the recitals:

WHEREAS, for the Highway Structures Repair Project, the Railroad has prepared estimates of cost of equipment and labor which have been approved by TDOT, dated August 8, 2023, which estimate is in the amount of $701,765.00 as required for the accommodation of the Highway Structures Repair Project (hereinafter referred to as the "Railroad Work");

Is deleted in its entirety and replaced with:

WHEREAS, for the Highway Structures Repair Project, the Railroad has prepared estimates of cost of equipment and labor which have been approved by TDOT, dated June 30, 2024, which estimate is in the amount of $789,839.00 as required for the accommodation of the Highway Structures Repair Project (hereinafter referred to as the "Railroad Work");

It is understood that the above are the only changes made in said Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement.

CSX TRANSPORTATION, INC.:

BY: _____

TITLE: _____

DATE: _____

STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION:

BY: _____
Howard H. Ely, Deputy Governor & Commissioner of Transportation

DATE: _____

APPROVED AS TO FORM:

BY: _____
John H. Reinbold – General Counsel

DATE: _____

CITY/COUNTY:

BY: _____

TITLE: _____

DATE: _____

APPROVED AS TO FORM:

BY: _____

TITLE: _____

CITY/COUNTY:

BY: _____

TITLE: _____

DATE: _____

APPROVED AS TO FORM:

BY: _____

TITLE: _____

ACCT. CODE : 709 - TN0555 **Form Revision** 03/13/24

ESTIMATE SUBJECT TO REVISION AFTER: **5/15/2025** **DOT NO.:** 938491V

CITY: Knoxville **COUNTY:** Knox **STATE:** TN

DESCRIPTION: Supplement 4 CE&I and Project Management of New Bridge Topside Road over CSXT.

ZONE: Atlanta **SUB-DIV:** KD **MILE POST:** 00C-281.76

AGENCY PROJECT NUMBER: PIN# 100241.02

	PRELIMINARY ENGINEERING:						
212	Contracted & Administrative Engineering Services STV					$	35,000
212	Contracted & Administrative Engineering Services CSXT Admin					$	2,000
050	Preconstruction Flagging for Survey (14 days used)					$	15,000
	Subtotal					**$**	**52,000**
	CONSTRUCTION ENGINEERING/INSPECTION:						
212	Contracted & Administrative Engineering Services - STV					$	119,400
212	Contracted & Administrative Engineering Services - Flagging Coordinator					$	8,000
212	Contracted & Administrative Engineering Services - CSXT Admin					$	5,000
	Subtotal					**$**	**132,400**
	FLAGGING SERVICE: (Contract Labor)						
	Previous flagging		363			$	517,365
70	Labor (Conductor-Flagman)		0	Days @	$ 350.00	$	-
50	Labor (Foreman/Inspector)		75	Days @	$ 504.00	$	37,800
70	Additive	195.00% (Transportation Department)				$	-
50	Additive	233.00% (Engineering Department)				$	88,074
	Subtotal					**$**	**125,874**
	SIGNAL & COMMUNICATIONS WORK:					**$**	**-**
	TRACK WORK:					**$**	**-**
	PROJECT SUBTOTAL:					**$**	**789,839**
900	**CONTINGENCIES:**	0.00%				$	-
	PROJECT TOTAL:	**********				$	789,839
	CURRENT AUTHORIZED BUDGET:	**********				$	701,765
	TOTAL SUPPLEMENT REQUESTED:	**********				**$**	**88,074**

DIVISION OF COST:

Agency	100.00%	$ 88,074
Railroad	0.00%	$ -

NOTE: Estimate is based on FULL CROSSING CLOSURE during work by Railroad Forces.

This estimate has been prepared based on site conditions, anticipated work duration periods, material prices, labor rates, manpower and resource availability, and other factors known as of the date prepared. The actual cost for CSXT work may differ based upon the agency's requirements, their contractor's work procedures, and/or other conditions that become apparent once construction commences or during the progress of the work

Office of Chief Engineer Public Projects--Jacksonville, Florida

Estimated prepared by: STV Incorporated **Approved by:** ***CTA*** **CSXT Public Project Group**

DATE: 10/18/18 **REVISED:** 05/15/24 **DATE:** 05/29/24

APPROVED

By Ethan Messimore, PE at 11:26 am, Jun 30, 2024

TDOT STANDARD CONTRACT SUMMARY FORM

Date: February 23, 2024

☒ Original Contract ☐ Supplement
☐ Contract ☐ Grant

Originating Office: Utilities Division
Railroad Coordination Office
Return Signed To: Mr. Jay Lanius, PE
State Railroad Coordinator
James K. Polk Building, 6th Floor
505 Deaderick Street, Suite
600, Nashville, TN 37243
p. 615-253-1106
jay.lanius@tn.gov

Contractor: CSXT

Contract No.:	0989	Amount:	$701,765.00

PERCENTAGES	
Federal:	80
State:	20
Local:	0

PROJECT INFORMATION:

PIN#: 100241.02; Legislative - Widen; SR-115, From South of Topside Road to North of Maloney Road (IA); Knox County; Proj. No.(s): STP/NH-115(27); 47026-2281-14; DOT#'(s): 938491V & 347589R.

DESCRIPTION OF WORK:

The purpose of the Agreements is to grant the State and the awarded contractor permission to work above, near, and adjacent to the Railroads tracks. The Contract also serves as reimbursement to the railroad for Preliminary Engineering services, construction services (including flagman expenses), inspection, and administrative work to accommodate the project.

METHOD OF PROCUREMENT:

☐ Low Bid ☐ Negotiated pursuant to F&A Regs ☐ UT Contract
☐ F&A Service RFP ☐ Brooks Act
☒ Other: Standard Railroad Agreement

	DATE:	SIGNATURE:
Contract Execution Authorization:		
Recommendation of Commissioner's Signature:	Feb 23, 2024	Mickey Hamilton (Feb 23, 2024 19:35 AST) Lori Lange (Feb 26, 2024 14:59 CST)
Date of Commissioner's Signature:		
Certification of Funding Availability:	Feb 23, 2024	TDOT Finance & Contracts Sig (Feb 23, 2024 17:56 CST)
Reviewed by Legal:	Feb 26, 2024	

TN TDOT Department of Transportation

RR – 4 Party

TN TDOT Department of Transportation

Agreement No: 0989

RAILROAD AGREEMENT

THIS SUPPLEMENT is made and entered into by, and between the State of Tennessee acting through its Department of Transportation, hereinafter called "TDOT", CSX Transportation, Inc. (hereinafter referred to as the "Railroad"), the City of Knoxville (hereinafter referred to as the "City"), and Knox County (hereinafter referred to as the "County").

WITNESSETH:

WHEREAS, TDOT and the Railroad entered into Agreement 0989, Supplement #2, dated the 1st day of June, 2023, in which the parties agreed to certain matters concerning the Railroad Work on Highway Project No.(s): STP/NH-115(27); 47026-2281-14 which provides for construction of a new bridge structure and approaches to carry Topside Road over the Railroad's tracks at Mile Post 00C 281.76 (DOT#: 938491V), which new bridge structure is located near the existing approaches carrying Topside Road over the tracks of the Railroad at Mile Post 0281.68 (DOT#: 347589R) to remain in place, in and near Knoxville in Knox County, Tennessee, a copy of which Agreement is attached hereto as Exhibit "A"; and

WHEREAS, it is desired by the parties that the hereinafter mentioned changes be made in said original agreement; and

NOW, THEREFORE, in consideration of these premises and the mutual promises contained herein, it is agreed by and between the parties as follows:

The following paragraph in the recitals:

WHEREAS, for the Highway Structures Repair Project, the Railroad has prepared estimates of cost of equipment and labor which have been approved by TDOT, dated January 25, 2023, which estimate is in the amount of $628,418.00, as required for the accommodation of the Highway Structures Repair Project (hereinafter referred to as the "Railroad Work");

Is deleted in its entirety and replaced with:

WHEREAS, for the Highway Structures Repair Project, the Railroad has prepared estimates of cost of equipment and labor which have been approved by TDOT, dated August 8, 2023, which estimate is in the amount of $701,765.00 as required for the accommodation of the Highway Structures Repair Project (hereinafter referred to as the "Railroad Work");

It is understood that the above are the only changes made in said Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement.

CSX TRANSPORTATION, INC.:

BY: _____

TITLE: Edward D. Sparks II, PE ~~Chief Engineer~~ Bridges, Design & Construction

DATE: December 13, 2023

STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION:

BY: _____

Howard H. Eley, Deputy Governor & Commissioner of Transportation

DATE: Feb 26, 2024

APPROVED AS TO FORM:

BY: _____

TITLE: _____

APPROVED AS TO FORM:

BY: _____

John H. Reinbold, General Counsel

CITY/COUNTY:

BY: Indya Kincannon

TITLE: Mayor, City of Knoxville

DATE: 01.23.2024

APPROVED AS TO FORM:

BY: _____

TITLE: _____

CITY/COUNTY:

BY: _____

TITLE: Mayor

DATE: 2/23/2024

APPROVED AS TO FORM:

BY: _____

TITLE: _____

ACCT. CODE : 709 - TN0555 **Form Revision** 01/22/22

ESTIMATE SUBJECT TO REVISION AFTER: **8/2/2024** **DOT NO.:** 938491V

CITY: Knoxville **COUNTY:** Knox **STATE:** TN

DESCRIPTION: Supplement 3 CE&I and Project Management of New Bridge Topside Road over CSXT.

ZONE: Atlanta **SUB-DIV:** KD **MILE POST:** 00C-281.76

AGENCY PROJECT NUMBER: PIN# 100241.02

	PRELIMINARY ENGINEERING:						
212	Contracted & Administrative Engineering Services					$	35,000
212	Contracted & Administrative Engineering Services					$	2,000
050	Preconstruction Flagging for Survey(14 days used)					$	15,000
	Subtotal					**$**	**52,000**
	CONSTRUCTION ENGINEERING/INSPECTION:						
212	Contracted & Administrative Engineering Services - STV					$	119,400
212	Contracted & Administrative Engineering Services - Flagging coordination					$	8,000
212	Contracted & Administrative Engineering Services - CSXT Admin					$	5,000
	Subtotal					**$**	**132,400**
	FLAGGING SERVICE: (Contract Labor)						
70	Previous flagging		318	Days @	$ -	$	444,018
50	Labor (Foreman/Inspector)		45	Days @	$ 504.00	$	22,680
70	Additive	0.00% (Transportation Department)				$	-
50	Additive	223.40% (Engineering Department)				$	50,667
	Subtotal					**$**	**517,365**
	SIGNAL & COMMUNICATIONS WORK:					**$**	-
	TRACK WORK:					**$**	-
	PROJECT SUBTOTAL:					**$**	**701,765**
900	**CONTINGENCIES:**	0.00%				$	-
	PROJECT TOTAL:	**********				$	701,765
	CURRENT AUTHORIZED BUDGET:	**********				$	628,418
	TOTAL SUPPLEMENT REQUESTED:	**********				**$**	**73,347**

DIVISION OF COST:

Agency	100.00%	$	73,347
Railroad	0.00%	$	-

NOTE: Estimate is based on FULL CROSSING CLOSURE during work by Railroad Forces.

This estimate has been prepared based on site conditions, anticipated work duration periods, material prices, labor rates, manpower and resource availability, and other factors known as of the date prepared. The actual cost for CSXT work may differ based upon the agency's requirements, their contractor's work procedures, and/or other conditions that become apparent once construction commences or during the progress of the work

Office of Chief Engineer Public Projects--Jacksonville, Florida

Estimated prepared by: STV Inc **Approved by:** *CTA* **CSXT Public Project Group**

DATE: 10/18/18 **REVISED:** 08/03/23 **DATE:** 08/08/23

RR – 4 Party

TN TDOT Department of Transportation

Agreement No: 0989

RAILROAD AGREEMENT

THIS SUPPLEMENT is made and entered into by, and between the State of Tennessee acting through its Department of Transportation, hereinafter called "TDOT", CSX Transportation, Inc. (hereinafter referred to as the "Railroad"), the City of Knoxville (hereinafter referred to as the "City"), and Knox County (hereinafter referred to as the "County").

WITNESSETH:

WHEREAS, TDOT and the Railroad entered into Agreement 0989, Supplement #1, dated the 6th day of February, 2020, in which the parties agreed to certain matters concerning the Railroad Work on Highway Project No.(s): STP/NH-115(27); 47026-2281-14 which provides for construction of a new bridge structure and approaches to carry Topside Road over the Railroad's tracks at Mile Post 00C 281.76 (DOT#: 938491V), which new bridge structure is located near the existing approaches carrying Topside Road over the tracks of the Railroad at Mile Post 0281.68 (DOT#: 347589R) to remain in place, in and near Knoxville in Knox County, Tennessee, a copy of which Agreement is attached hereto as Exhibit "A"; and

WHEREAS, it is desired by the parties that the hereinafter mentioned changes be made in said original agreement; and

NOW, THEREFORE, in consideration of these premises and the mutual promises contained herein, it is agreed by and between the parties as follows:

The following paragraph in the recitals:

WHEREAS, for the Highway Structures Repair Project, the Railroad has prepared estimates of cost of equipment and labor which have been approved by TDOT, dated August 13, 2019, which estimate is in the amount of $419,242.00, as required for the accommodation of the Highway Structures Repair Project (hereinafter referred to as the "Railroad Work");

Is deleted in its entirety and replaced with:

WHEREAS, for the Highway Structures Repair Project, the Railroad has prepared estimates of cost of equipment and labor which have been approved by TDOT, dated January 25, 2023, which estimate is in the amount of $628,418.00, as required for the accommodation of the Highway Structures Repair Project (hereinafter referred to as the "Railroad Work");

It is understood that the above are the only changes made in said Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement.

CSX Transportation, Inc.:

BY: _____
Edward D. Sparks II, PE

TITLE: Chief Engineer - Bridges, Design & Construction

DATE: April 20, 2023

STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION:

BY: _____
Howard H. Eley, Deputy
Governor & Commissioner of
Transportation

DATE: Jun 1, 2023

APPROVED AS TO FORM:

BY: _____

TITLE: _____

APPROVED AS TO FORM:

BY: John H. Reinbold
John H. Reinbold (May 31, 2023 09:46 CDT)
John H. Reinbold, General Counsel

CITY/COUNTY:

BY: _____

TITLE: Mayor, City of Knoxville

DATE: 5-11-2023

APPROVED AS TO FORM:

BY: _____

TITLE: Law Director, City of Knoxville

CITY/COUNTY:

BY: _____

TITLE: Mayor

DATE: 5/24/23

APPROVED AS TO FORM:

BY: _____ 5-17-23

TITLE: CHIEF DEPUTY LAW DIRECTOR

Contract # 23-281

ACCT. CODE : 709 - TBD

Form Revision 01/22/22

ESTIMATE SUBJECT TO REVISION AFTER: 1/13/2024 **DOT NO.:** 938491V

CITY: Knoxville **COUNTY:** Knox **STATE:** TN

DESCRIPTION: Supplement 2 CE&I and Project Management of New Bridge Topside Road over CSXT.

ZONE: Atlanta **SUB-DIV:** KD **MILE POST:** 00C-281.76

AGENCY PROJECT NUMBER: PIN# 100241.02

	PRELIMINARY ENGINEERING:						
212	Contracted & Administrative Engineering Services					$	35,000
212	Contracted & Administrative Engineering Services					$	2,000
050	Preconstruction Flagging for Survey(14 days used)					$	15,000
	Subtotal					**$**	**52,000**
	CONSTRUCTION ENGINEERING/INSPECTION:						
212	Contracted & Administrative Engineering Services - STV					$	119,400
212	Contracted & Administrative Engineering Services - Flagging coordination					$	8,000
212	Contracted & Administrative Engineering Services - CSXT Admin					$	5,000
	Subtotal					**$**	**132,400**
	FLAGGING SERVICE: (Contract Labor)						
70	Previous flagging		252	Days @	$ -	$	336,442
50	Labor (Foreman/Inspector)		66	Days @	$ 504.00	$	33,264
70	Additive	0.00% (Transportation Department)				$	-
50	Additive	223.40% (Engineering Department)				$	74,312
	Subtotal					**$**	**444,018**
	SIGNAL & COMMUNICATIONS WORK:					$	-
	TRACK WORK:					$	-
	PROJECT SUBTOTAL:					**$**	**628,418**
900	**CONTINGENCIES:**	0.00%				$	-
	PROJECT TOTAL:	**********				$	628,418
	CURRENT AUTHORIZED BUDGET:	**********				$	419,242
	TOTAL SUPPLEMENT REQUESTED:	**********				**$**	**209,176**

DIVISION OF COST:

Agency	100.00%	$ 209,176
Railroad	0.00%	$ -

NOTE: Estimate is based on FULL CROSSING CLOSURE during work by Railroad Forces.

This estimate has been prepared based on site conditions, anticipated work duration periods, material prices, labor rates, manpower and resource availability, and other factors known as of the date prepared. The actual cost for CSXT work may differ based upon the agency's requirements, their contractor's work procedures, and/or other conditions that become apparent once construction commences or during the progress of the work

Office of Chief Engineer Public Projects--Jacksonville, Florida

Estimated prepared by: STV Inc **Approved by:** *CTA* **CSXT Public Project Group**

DATE: 10/18/18 **REVISED:** 01/13/23 **DATE:** 01/17/23

APPROVED

By Ethan Messimore, PE at 2:14 pm, Jan 25, 2023

CSXT – Four Party

Agreement No: 0989

RAILROAD AGREEMENT

THIS SUPPLEMENT is made and entered into by, and between the **State of Tennessee** acting through its Department of Transportation, hereinafter called "TDOT", CSX Transportation, Inc. (hereinafter referred to as the "Railroad"), the City of Knoxville (hereinafter referred to as the "City"), and Knox County (hereinafter referred to as the "County").

WITNESSETH:

WHEREAS, TDOT and the Railroad entered into Agreement 0989, dated the 28th day of January, 2019, in which the parties agreed to certain matters concerning the Railroad Work on Highway Project No.(s): STP/NH-115(27); 47026-2281-14 which provides for construction of a new bridge structure and approaches to carry Topside Road over the Railroad's tracks at Mile Post 00C 281.76 (DOT#: 938491V), which new bridge structure is located near the existing approaches carrying Topside Road over the tracks of the Railroad at Mile Post 0281.68 (DOT#: 347589R) to remain in place, in and near Knoxville in Knox County, Tennessee, a copy of which Agreement is attached hereto as Exhibit "A"; and

WHEREAS, it is desired by the parties that the hereinafter mentioned changes be made in said original agreement; and

NOW, THEREFORE, in consideration of these premises and the mutual promises contained herein, it is agreed by and between the parties as follows:

The following paragraph in the recitals

WHEREAS, for the Highway Project, the Railroad has prepared plans, specifications, and estimates of cost of equipment, material, and labor which have been approved by TDOT, dated November 2, 2018, which estimate is in the amount of $315,773.00, as required for the accommodation of the Highway Project (hereinafter referred to as the "Railroad Work");

Is deleted in its entirety and replaced with:

WHEREAS, for the Highway Structures Repair Project, the Railroad has prepared estimates of cost of equipment and labor which have been approved by TDOT, dated August 13, 2019, which estimate is in the amount of $419,242.00, as required for the accommodation of the Highway Structures Repair Project (hereinafter referred to as the "Railroad Work");

It is understood that the above are the only changes made in said Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement.

CSXT RAILROAD:

BY: _____ 09/18/19
J. Tod Echler

TITLE: Chief Engineer - Design & Construction

DATE: _____

STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION:

BY: _____
Clay Bright – Commissioner

DATE: 2/6/2020

APPROVED AS TO FORM:

BY: _____ for
John H. Reinbold – General Counsel

DATE: 1/30/2020

CITY OF KNOXVILLE:

BY: _____

TITLE: Mayor

DATE: 1-27-2020

APPROVED AS TO FORM:

BY: _____
City Attorney

DATE: _____

KNOX COUNTY:

BY: _____

TITLE: Mayor

DATE: 11/1/19

APPROVED AS TO FORM:

BY: _____
County Attorney

Contract No. 19-606

DATE: _____

CSX TRANSPORTATION, INC.
FORCE ACCOUNT ESTIMATE

ACCT. CODE : 709 -

ESTIMATE SUBJECT TO REVISION AFTER: 8/5/2020 **DOT NO.:** 938491V

CITY: Knoxville **COUNTY:** Knox **STATE:** TN

DESCRIPTION: Supplement for additional flagging and oversight. CE&I and Project management of proposed New Bridge Topside Road over CSXT.

ZONE Atlanta **SUB-DIV:** KD **MILE POST:** 00C-281.76

AGENCY PROJECT NUMBER: PIN# 100241.02

	PRELIMINARY ENGINEERING:		
212	Contracted & Administrative Engineering Services STV	$	35,000
212	Contracted & Administrative Engineering Services CSXT	$	2,000
50	Preconstruction Flagging for Survey (14 days used)	$	15,000
	Subtotal	$	52,000
	CONSTRUCTION ENGINEERING/INSPECTION:		
212	Contracted & Administrative Engineering Services STV	$	84,700
212	Contracted & Administrative Engineering Services CSXT	$	5,000
	Subtotal	$	89,700
	FLAGGING SERVICE: (Contract Labor)		
070	Labor (Conductor-Flagman)	$	-
050	Labor (Foreman/Inspector)	$	90,160
070	Additive 209.30% (Transportation Department)	$	-
050	Additive 188.70% (Engineering Department)	$	170,132
230	Per Diem (Engineering Department)	$	17,250
230	Expenses	$	-
	Subtotal	$	277,542
	SIGNAL & COMMUNICATIONS WORK:	$	-
	TRACK WORK:	$	
	PROJECT SUBTOTAL	$	419,242
900	**CONTINGENCIES:**	$	-
	GRAND TOTAL **********	$	419,242

APPROVED

08/13/2019

DIVISION OF COST:

	Agency 100.00%	$	419,242
	Railroad	$	-
	TOTAL **********	$	419,242
	AUTHORIZED BUDGET **********	$	315,773
	TOTAL SUPPLEMENT REQUESTED **********	$	103,469

NOTE: Estimate is based on FULL CROSSING CLOSURE during work by Railroad Forces.

This estimate has been prepared based on site conditions, anticipated work duration periods, material prices labor rates, manpower and resource availability, and other factors known as of the date prepared The actual cost for CSXT work may differ based upon the agency's requirements, their contractor's work procedures, and/or other conditions that become apparent once construction commences or during the progress of the work

Office of Assistant Chief Engineer Public Projects–Jacksonville, Florida

Estimated prepared by: STV Inc Approved by: CTA CSXT Public Project Group

DATE: 10/30/2018 REVISED: 8/8/2019 DATE: 08/08/19

EXHIBIT A

CSXT – Four Party

Agreement No: 0989

RAILROAD AGREEMENT

THIS AGREEMENT is made and entered into by and between the **State of Tennessee** acting through its Department of Transportation (hereinafter referred to as "TDOT"), CSXT (hereinafter referred to as the "Railroad"), the City of Knoxville (hereinafter referred to as the "City"), and Knox County (hereinafter referred to as the "County").

WITNESSETH:

WHEREAS, TDOT plans to undertake Project Number: STP/NH-115(27); 47026-2281-14; which provides for construction of a new bridge structure and approaches to carry Topside Road over the tracks of the Railroad at a Mile Post 00C 281.76 (DOT # 938491V), which new bridge structure is located near the existing approaches carrying Topside Road over the tracks of the Railroad at Mile Post 0281.68 (DOT #: 347589R) to remain in place, in and near Knoxville in Knox County, Tennessee (hereinafter referred to as the "Highway Project"); and

WHEREAS, the Highway Project is located partially within the jurisdiction of City and partially within the jurisdiction of the County; and

WHEREAS, TDOT agrees to cooperate with the Railroad, City, and the County in constructing the Highway Project; and

WHEREAS, the Railroad agrees to cooperate with TDOT, City, and the County in the construction and maintenance of the Highway Project; and

WHEREAS, the County agrees to cooperate with TDOT, the Railroad, and City in the construction of the Highway Project; and

WHEREAS, City agrees to cooperate with TDOT, the Railroad, and the County in the construction and maintenance of the Highway Project, and to assume ownership and the responsibility to maintain the Highway Project upon completion of construction; and

WHEREAS, the Railroad is eligible for reimbursement for accommodating the Highway Project under 23 CFR, Subparts 140I and 646B, which are incorporated herein by reference; and

WHEREAS, for the Highway Project, the Railroad has prepared plans, specifications, and estimates of cost of equipment, material, and labor which have been approved by TDOT, dated November 2, 2018, which estimate is in the amount of $315,773.00, as required for the accommodation of the Highway Project (hereinafter referred to as the "Railroad Work");

NOW, THEREFORE, in consideration of these premises and the mutual promises contained herein, the parties agree to provide for the construction and maintenance of the Highway Project under the following terms and conditions:

1. TDOT agrees to undertake the Highway Project in accordance with

(a) The Special Provisions Relative to Protection of Railway Interest (hereinafter referred to as the "Special Provisions"), which are attached hereto and incorporated herein as Exhibit "A"; and

(b) The preliminary layout and right-of-way plans for the Highway Project (hereinafter referred to as the "Preliminary Plans"), as prepared by TDOT and accepted by the Railroad and which are incorporated herein by reference, except insofar as the Preliminary Plans may be supplemented or modified by TDOT's final construction plans. TDOT agrees to forward the Final Construction Plans to the Railroad by certified or registered mail upon their completion. The Railroad agrees to notify TDOT in writing by certified or registered mail within thirty (30) days after receipt of the Final Construction Plans if it has any objections to these plans. Otherwise, the Railroad shall be deemed to have waived any objections to the Final Construction Plans. The Railroad agrees that construction of the Highway Project in accord with the Preliminary Plans, or in accord with the Final Construction Plans if the Railroad has not made any timely written objection thereto, shall not be construed as creating any conflict with or causing any damage to the Railroad's facilities or operations.

2. (a) The Railroad agrees to perform the Railroad Work in accordance with the estimate of cost, plans and specifications, as approved by TDOT, which are incorporated herein by reference, and as otherwise contemplated by this Agreement. The approved estimate of cost is attached hereto as Exhibit "B".

(b) Any change in the approved estimate of cost, plans or specifications shall require the prior written approval of TDOT. TDOT agrees to review and, if acceptable, approve such requests for change in a timely manner, and TDOT agrees to cooperate with the Railroad to resolve, if possible, any objections TDOT may have to such requested changes in the Agreement.

3. (a) The Railroad agrees that it will perform the Railroad Work provided for in this Agreement by one of the following methods (mark the appropriate space and describe as required):

_____ By force account (provided that the Railroad is qualified to perform the work with its own forces and equipment in a satisfactory and timely manner)

_____ By contract awarded to the lowest qualified bidder based on appropriate solicitation

_____ By use of an existing continuing contract (provided that the costs are reasonable)

__X__ By combination of the above, or otherwise as authorized in 23 CFR, Subpart 646B as described below:

_____

_____

(b) Whenever the Railroad elects to perform the Railroad Work by award of a contract, it shall submit the same to TDOT for prior approval. TDOT may not be required to reimburse the

Railroad for its obligation under any contract that has not received the advance written approval of TDOT.

(c) The Railroad shall not release or make available any memoranda or other information concerning the estimated cost of the Railroad Work to anyone other than TDOT. The Railroad hereby agrees, warrants and assures that the estimated cost information is confidential, and that it will not directly or indirectly disclose said estimated cost information to potential bidders.

(d) Neither the Railroad nor any affiliate or subsidiary thereof shall participate directly or indirectly as a bidder for any part of the Railroad Work to be performed under a contract to be awarded by the Railroad. The Railroad further agrees that no employee, officer, or agent of the Railroad shall participate in the selection, or in the award or administration of a contract for the performance of any part of the Railroad Work if a real or apparent conflict of interest would be involved. Such a conflict of interest would arise when the employee, officer, or agent, or any member of his or her immediate family, or his or her partner, or an organization which employs or is about to employ any of the above, has a substantial financial interest, such as five-percent (5%) or greater ownership interest, or other interest in the firm selected for award of a contract to perform the Railroad Work for this Highway Project. Neither the Railroad nor any affiliate, subsidiary, employee, officer, or agent of the Railroad shall solicit or accept gratuities, favors, or anything of monetary value, except an unsolicited gift having nominal monetary value, from contractors or bidders.

(e) The Railroad must request in writing and receive TDOT's written approval prior to any revision in the method of performing the Railroad Work. Failure to do so may result in the loss of TDOT participation in payment for the cost of the Railroad Work.

4. TDOT or its contractor shall notify the Railroad in writing at least ten (10) days in advance of beginning construction of the Highway Project on any part of the Railroad's rights-of-way, as provided in the Special Provisions.

5. TDOT shall require its contractor to carry a performance bond in the full amount of the contract price, guaranteeing the satisfactory completion of the Highway Project covered by the Agreement. In addition, TDOT shall require the contractor to carry each of the following types of insurance, as provided in 23 CFR, Subpart §646A, and as may be further specified in the Special Provisions:

(a) Contractor's public liability and property damage insurance, and

(b) Railroad's protective public liability and property damage liability insurance, and

(c) Workmen's compensation and employer's liability insurance.

6. The Railroad shall have the right during construction to inspect the Highway Project for inconsistencies with the Preliminary Plans, or the Final Construction Plans if applicable, and such further rights to inspect as may be specified in the Special Provisions. The Railroad shall immediately notify TDOT of any such inconsistencies.

7. TDOT shall have the right during construction to inspect the Railroad Work for inconsistencies with the approved cost estimate and work plans. TDOT shall immediately notify the Railroad of any such inconsistencies.

8. Legal title and ownership in the bridge and approaches and any other structure erected as a part of the Highway Project shall be held by the City, and the City agrees that it shall have the legal and financial responsibility for maintaining the Highway Project upon its completion. By this agreement, the City does not assume any liability with regard to TDOT's design or construction of the Highway Project.

9. This Agreement is a covered transaction for the purposes of 2 CFR Part 1200.220 and 2 CFR Part 180.200. As such Railroad is required to verify that for anything done under this Agreement that neither it, nor its principals (as defined at 2 CFR 180.995) or affiliates (as defined at 2 CFR 180.905) is excluded (as defined at 2 CFR 180.940) or disqualified (as defined at 2 CFR 180.935). Railroad, pursuant to 2 CFR 180.330(a)-(b), must also include a term or condition in lower-tier transactions related to this Agreement requiring lower-tier participants to comply with requirements in subpart 2 CFR subpart C to each person with whom the lower-tier participant enters into a covered transaction at the next lowest tier. Subpart C of 2 CFR 180 requirements are (Railroad and lower-tier participants must comply):

(a) Verification. Railroad and all lower-tier participants must verify that the person with Railroad or the lower-tier participant intends to do business with is not excluded, pursuant to the definition set forth in 2 CFR 180.940, or disqualified, pursuant to the definition set forth in 2 CFR 180.935. Railroad and all lower-tier participants may do this by either (i) checking out the Excluded Parties List System (EPLS), found at http://epls.aret.gov or http://www.epls.gov, or (ii) collecting the certification form from the lower-tier participant, or (iii) adding a clause or condition to the covered transaction with that lower tier participant. The Railroad certification form and lower-tier participant certification form referred to herein is attached hereto as Exhibit "C".

(b) Disclosing Information. Railroad and all lower-tier participants, before or after entering into a covered transaction, must notify the higher-tiered participant if they are presently excluded or disqualified, or any of their principals are excluded or disqualified, pursuant to 2 CFR 180.355 and 2 CFR 180.365.

10. The Railroad agrees to comply with all current, applicable provisions of the Buy America requirements established under 23 USC § 313 and 23 CFR § 635.410. In accordance with guidance provided by the Federal Highway Administration, the Railroad agrees that all products used in the Railroad's adjustment work that are manufactured of steel or iron –shall be manufactured in the United States, or shall comply with an exception allowable under 23 USC § 313 and 23 CFR § 635.410. For the purposes of applying this Buy America requirement and determining whether a product is a steel or iron manufactured product, the job site includes any sites where precast concrete products that are incorporated into the Railroad's adjustment work are manufactured. TDOT agrees that Railroad may rely on certifications provided by suppliers in connection with compliance with this paragraph. The Railroad agrees to notify City and the County before undertaking any maintenance work within the maintenance easement area where such maintenance work may interfere with or create a potential hazard to the use and maintenance of the Highway Project for transportation purposes, and the Railroad also agrees

to notify City before constructing any fixed installation, other than its customary signals and communication facilities, within eight (8) feet of the underside of the bridge or within fifteen (15) feet of its outside edges. The Railroad further agrees that it will coordinate any such maintenance work or construction activity with City and the County so as to minimize any interference with or potential hazard to the use and maintenance of the Bridge Repair Project for transportation purposes.

11. Except for re-paving or other routine inspection or maintenance of the roadway surface only, the City agrees to notify the Railroad before undertaking any inspection or maintenance work within the highway easement area, including any activities within twenty-five feet (25') on either side of the centerline of the tracks or activities which may create a hazard, cause debris, or impede railroad operations, maintenance or safety. The City shall not commence such work until Railroad has approved the plans, and the Railroad agrees to use its reasonable best efforts to review and approve such plans as quickly as possible and shall not unreasonably withhold or delay its review and approval of such plans. The City shall be responsible for reasonable costs, including but not limited to, engineering review, Railroad flagging and specified safety requirements, incurred by the Railroad as a result of the City's work.

12. Subject to the provisions of this paragraph and as otherwise provided in this Agreement, TDOT agrees to reimburse the Railroad for the cost the Railroad Work as follows:

(a) TDOT shall reimburse the Railroad for such direct and indirect costs as are allowable under the current provisions of 23 CFR, Subparts 140I and 646B. Any claim for costs that would be ineligible for Federal reimbursement under 23 CFR 646B on a federal-aid project shall be ineligible for reimbursement by TDOT on this Highway Project whether it is or is not a federal aid-project.

(b) The Railroad shall develop and record Railroad Work costs in a manner consistent with the current provisions of 23 CFR, Subparts 140I and 646B as of the effective date of this Agreement, and as approved by TDOT.

(c) Unless a lump-sum payment has been approved by TDOT, the Railroad shall submit all requests for payment by invoice, in form and substance acceptable to TDOT and with all necessary supporting documentation, prior to any reimbursement of allowable costs. Such invoices shall indicate, at a minimum, the amount charged by allowable cost line-item for the period invoiced, the amount charged line-item to date, the total amount charged for the period invoiced, and the total amount charged under the Agreement to date.

(d) The Railroad may submit invoices for interim payments during the progress of the Railroad Work; provided, however, that such interim payments may be approved only up to a maximum of eighty percent (80%) of the approved estimate of reimbursable costs for the Highway Project, and any remaining reimbursable costs must be submitted on the final bill. Such invoices for interim payments shall be submitted no more often than monthly.

(e) TDOT shall, unless it has good faith and reasonable objections to the Railroad's invoice for interim payment, use its best efforts to issue payment based on the Railroad's invoice within forty-five (45) days after receipt. If, however, TDOT has good faith and reasonable objections to the Railroad's invoice(s) or any part thereof, TDOT shall specifically identify

those objections in writing to the Railroad so as to allow the parties to address them in a prompt manner. If the invoice is otherwise acceptable, TDOT shall only withhold payment(s) as to those cost items it has specified in its written notice of objections to the Railroad. All other reimbursable cost items set out in the Railroad's invoice shall be paid by TDOT.

(f) Subject to the Railroad's right to bill on an interim basis as described above, the Railroad shall by invoice provide one final and complete billing of all costs incurred, or of the agreed-to lump sum, within one (1) year following the completion of the Railroad Work in its entirety. Otherwise, any previous payments to the Railroad may be considered final, and the Railroad may be deemed to have waived any claim for additional payments, except as TDOT and the Railroad may have agreed otherwise in writing before the end of that year.

(g) The Railroad's invoice(s) shall be subject to reduction for amounts in any invoice or payment theretofore made which are determined by TDOT, on the basis of audits or monitoring conducted in accordance with the terms of this Agreement, not to constitute allowable costs. The payment of an invoice shall not prejudice TDOT's right to object to or question any invoice or matter in relation thereto. Such payment by TDOT shall neither be construed as acceptance of the work nor as final approval of any of the costs invoiced therein.

(h) The Railroad's invoice(s) shall include a Buy America certification attesting that all products used in the Railroad's work that are manufactured of steel or iron comply with the Buy America requirements set forth in 23 USC §313 and 23 CFR § 635.410 and as further described in paragraph 10 of this Contract.

13. TDOT shall have the right to inspect the Railroad Work and to confirm the financial information made available by the Railroad to TDOT in support of the Railroad's invoiced amounts. The Railroad shall notify TDOT of the date that the first work will be performed in order that adequate inspection can be arranged and proper records kept. Any costs billed by the Railroad that cannot be verified by the TDOT Project Supervisor's records will not be reimbursed.

14. The Railroad agrees that its cost records will be subject to inspection at any reasonable time by representatives of TDOT before or after final payment for reimbursable work. In event any costs are determined not to be allowable under provisions of this Agreement, the Railroad agrees to repay TDOT such amount of ineligible costs included within payments made by TDOT.

15. The Railroad shall keep and maintain accurate records by which all invoices can be verified. The books, records, and documents of the Railroad, insofar as they relate to work performed or money received under this Agreement, shall be maintained for a period of three (3) full years after final payment has been received by the Railroad and shall be subject to audit at any reasonable time and upon reasonable notice by TDOT, the State Comptroller of the Treasury, or the Federal Highway Administration, or their duly appointed representatives, during this three year period. The financial statements shall be prepared in accordance with generally accepted accounting principles.

16. This Agreement is subject to the appropriation and availability of TDOT funds. In the event that the funds are not appropriated or are otherwise unavailable, TDOT reserves the right to terminate this Agreement upon written notice to the Railroad. Said termination shall not be deemed a breach of this Agreement by TDOT. Upon receipt of the written notice, the Railroad

shall cease all work associated with the Agreement, except as may be reasonably necessary to return the Railroad's facilities to safe operation. Should such an event occur, the Railroad shall be entitled to compensation for all costs reimbursable under 23 CFR, Subpart 646B (in accordance with paragraph 12 of this Agreement) for work completed as of the termination date or in accordance with this provision. Upon termination, the Railroad shall have no right to recover from TDOT any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

17. TDOT shall have no liability except as specifically provided in this Agreement.

18. This Agreement may be modified only by a written amendment executed by the parties hereto.

19. Failure by any party to this Agreement to insist in any one or more cases upon strict performance of any of the terms, covenants, conditions, or provisions of this Agreement shall not be construed as a waiver or relinquishment of any such term, covenant, condition or provision. No term, covenant, condition or provision of this Agreement shall be held to be waived, modified, or deleted except by written amendment signed by the parties hereto.

20. The Railroad hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Agreement or in the employment practices of the Railroad on the grounds of disability, age, race, color, religion, sex, national origin, or any classification protected by the Constitution or statutes of the United States or the State of Tennessee. The Railroad shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

21. The Railroad agrees to comply with all applicable federal and state laws and regulations in performing any of its obligations under this Agreement. The parties agree that failure of the Railroad to comply with this provision shall constitute a material breach of this Agreement, and subject the Railroad to the repayment of all State funds expended, or expenses incurred, under this Agreement.

22. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their respective heirs, legal representatives, successors, and assigns. Time is of the essence of this Agreement.

23. This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee. The Railroad acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under Tennessee Code Annotated, Sections 9-8-101 through 9-8-407.

24. If any terms, covenants, conditions or provisions of this Agreement are held to be invalid or unenforceable as a matter of law, the other terms, covenants, conditions, and provisions hereof shall not be affected thereby, and shall remain in full force and effect. To this end, the terms and conditions of this Agreement are declared severable.

25. TDOT and the Railroad agree that any notice provided for in this Agreement or concerning this Agreement shall be in writing, and shall be made by personal delivery, by certified mail (return

receipt requested), by nationally recognized overnight delivery service (such as FedEx or UPS), or by facsimile transmission (provided that notice shall also be given in one of the other methods prescribed herein) addressed to the respective party at the appropriate facsimile number or address as set forth below or to such other party, facsimile number, or address as may be hereafter specified by written notice.

26. Subject to the provisions and limitations of Tennessee Code Annotated in Title 9, Chapter 8, Parts 3 and 4, TDOT shall defend and, if found liable, be responsible for paying damages arising from all claims, suits, liabilities and judgments for personal injuries or damage to property, caused by any activities conducted by TDOT in connection with the Highway Project, excepting any such injury, damage or loss caused by the Railroad's negligence or intentional wrongful misconduct in the performance of the Railroad Work or otherwise.

27. The parties acknowledge that the terms, covenants, conditions and provisions of this Agreement have been negotiated between and jointly authored by the parties hereto, and in consequence of this joint authorship, the parties agree that no term, covenant, condition or provision hereunder shall be construed more strictly against one party or the other hereto.

To TDOT:
Tennessee Department of Transportation
Attention: Jay Lanius, State Railroad Coordinator
Suite 600, James K. Polk Building
505 Deaderick Street
Nashville, Tennessee 37243-0329
Facsimile Number: (615) 253-1106

With a copy if requested by TDOT to:
Mr. John H. Reinbold, Office of General Counsel
Suite 300, James K. Polk Building
505 Deaderick Street
Nashville, Tennessee 37243-0326
Facsimile Number: (615) 532-5988

To the Railroad:
CSXT, Inc
Attention: Scott Willis, Project Manager II Public Projects
500 Water Street, HQ Bldg . 13th Floor
Jacksonville, Florida 32202
Phone Number: (904) 359-1405

With a copy if requested by Railroad to:
STV, Inc.
Attention: Ms. Vicki Matts, Project Coordinator
5200 Belfort Road, Suite 400
Jacksonville, Florida 32256
Phone Number: (904) 383-3919

To City:

City of Knoxville
Office of the Mayor
Attention: Mayor Madeline Rogero
400 Main Street, Room 691
Knoxville, Tennessee 37902
Phone Number: (865) 215-2040

To the County:

Knox County
Attention: Mayor Tim Burchett
400 Main Street, Suite 615
Knoxville, Tennessee 37902
Phone: (865) 215-2005

IN WITNESS WHEREOF, the parties have executed this Agreement.

CSXT, Inc.

BY: _____

TITLE: J. Tod Echler ~~Chief Engineer - Design & Construction~~

DATE: 11/12/18

STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION

BY: _____

Paul D Degges - Interim Commissioner

DATE: 1/28/19

APPROVED AS TO FORM:

BY: _____ for

John H. Reinbold - General Counsel

DATE: 1/16/19

CITY OF KNOXVILLE:

BY: Madeline Rogero

TITLE: Mayor

DATE: 12/6/18

APPROVED AS TO FORM:

BY: _____

City Attorney

DATE: 12-5-18

KNOX COUNTY:

BY: _____

TITLE: Mayor

DATE: 1/11/19

APPROVED AS TO FORM:

BY: _____

County Attorney

DATE: _____

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

X. Compliance with Governmentwide Suspension and Debarment Requirements

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more – as defined in 2 CFR Parts 180 and 1200

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first 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 entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) 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 may terminate this transaction for cause or default.

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal 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;

(3) 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 (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. **Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. 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 certification, 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.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. 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.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

h. 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 participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion–Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

EXHIBIT A

STATE OF TENNESSEE

SPECIAL PROVISIONS RELATIVE TO PROTECTION OF RAILROAD PROPERTY, RAILROAD FLAGGING, AND INSURANCE REQUIREMENTS

Project Information: PIN#: 100241.02; Legislative – Widen; State Route 115 ;US-(129), New Topside Road; Under Passing; CSXT Railroad Crossing DOT#: 938491V; MP.00C-281.76; Latitude: 35.874762, Longitude: 83.960126; Proj. No.(s): STP/NH-115(27); 47026-3281-14; in Knox County; CSXT OP#: TN0555.

Tennessee Project Number(s): PE: 47026-1269-14
Construction 47026-3281-14

County: Knox

Railroad Company: CSX Transportation, Inc. (CSXT)
P O. Box 45052
Jacksonville, FL 32232-5052

AUTHORITY OF CSXT ENGINEER:

The authorized representative of the railroad, hereinafter referred to as CSXT Engineer, shall have final authority in all questions affecting his railroad operations, and the contractor must be governed accordingly.

All engineering correspondence, scheduling of work, and request for pre-construction representation shall be addressed to the CSX Transportation, Inc. Project Manager contact (See sheet number 8 for name and address).

PRECONSTRUCTION MEETING:

A preconstruction meeting will be scheduled by Department personnel prior to the Department's contractor starting work. The Department shall notify CSXT when the preconstruction meeting is scheduled so that a CSXT representative may attend. The Department will document the notification requesting CSXT attendance in the project file.

CSXT SCHEDULE I

The Department's contractor shall execute a CSXT Schedule I agreement prior to starting work

INTERFERENCE WITH RAILROAD OPERATIONS:

The Department or its contractor shall so arrange and conduct their work that there will be no interference with railroad operations, including train, signal, telephone and telegraphic services, or damage to the property of the railroad, or to wires or other facilities of the tenants on the rights-of-way of the railroad.

The use of any scaffolding or other temporary framework that effects horizontal or vertical clearance must first be approved by the railroad CSXT Engineer and in no case exceed the approved clearances.

If conditions arising from or in connection with the Project require that immediate and unusual provisions be made to protect train operation or CSXT's property, the Department or its Contractor shall make such provision. If the CSXT Representative determines

that such provision is insufficient, CSXT may, at the expense of the Department or its Contractor, require or provide such provision as may be deemed necessary, or cause the Work to cease immediately.

DAMAGE TO RAILROAD PROPERTY:

Should any damage occur to railroad property as a result of the contractor's unauthorized or negligent operations, and the railroad superintendent deems it necessary to repair such damage or perform any work for the protection of its property, the required materials, labor and equipment shall be furnished by the railroad and the contractor shall reimburse it for the costs incurred.

TEMPORARY GRADE CROSSINGS:

If the contractor desires access across railroad's right-of-way and tracks at other than an existing and open public road crossing in or incident to construction of the project, the railroad may permit such contractor access across said right-of-way and tracks at such location as shall be mutually agreed upon by CSXT and contractor, provided contractor first executes a license agreement satisfactory to the railroad and agrees to bear all costs and liabilities related to such access, including reimburse the railroad for the flagmen expenses, cost of providing and removing any temporary grade crossing, and other costs which CSXT deems necessary for protection of its property and operations. Contractor shall at no time cross the railroad's right-of-way or tracks with vehicles or equipment of any kind or character, except at such crossing or crossings as may be established pursuant to this subsection

WATCHMEN:

The railroad shall have the right to assign a watchman to the site of the project to perform inspection services for protection of its railroad operations, whenever, in the opinion of CSXT, such inspection may be necessary to prevent interference with railroad operations, such as but not necessarily limited to obstruction of track clearances and roadbed drainage, foreign substances on or adjacent to the rails and disturbance of surface and alignment of track, but such inspection shall not relieve the contractor from liability. The cost incurred by the railroad for furnishing a watchman to perform such inspection services will be reimbursed by TDOT

FLAGGING SERVICES:

Any flagging service required, when in the opinion of CSXT that such service is necessary for the safety of its operations because of work being performed by the contractor or in connection therewith, will be provided by the railroad. The requirements of the railroad are as follows:

The services of two flagmen whenever the contractor's men or equipment are, or are liable to be, working within the specified track clearances, or over the tracks, or when work has disturbed the surface and alignment of any operated track to such extent that movement of trains should be controlled by flagging.

The Department or contractor shall give a minimum of thirty (30) days advance notice to CSXT for anticipated need for flagging service. No work shall be undertaken until the flag person(s) is/are at the job site. If it is necessary for CSXT to advertise a flagging job for bid, it may take up to 90 days to obtain this flagging service, and CSXT shall not be liable for the cost of delays attributable to obtaining this flagging service.

The Department will reimburse the Railroad directly for all costs incurred for flagging services by railroad personnel. The Railroad has officially allotted 160 flagging days to the Contractor for the resurfacing of the above described project. In the event that flagging services are required in excess of the officially allotted days, the Department will reimburse the Railroad for the additional cost of flagging services and such costs deducted from monies due the Contractor. No adjustments will be made to costs of flagging services that are required in excess of the allotted days. These additional flagging costs assessed against the Contractor will be made under the following item:

105-03	Railroad Flagging (Deduct)	Dollar

The payment of flagging services will be based on invoices received from the Railroad. The Engineer shall sign the invoice in order to verify the flagging service performed by the Railroad.

Estimated flagging rate for this contract is $392.00 per day per flagman based on an eight hour work day.

Overtime rate over eight hours = 1.5 x regular hourly rate and over 16 hours = 2.0 x regular hourly rate

Holiday rate = 1.5 x regular hourly rate up to 16 hours and = 2.0 x regular hourly rate over 16 hours.

In addition to the above rate there will be an additive of 188.70% of direct labor for vacation, holiday, sickness, pension, administration, etc. and $120.00 per day, per flagman, for travel, meals, lodging, equipment and others.

Minimum + hours per call out is eight (8) hours and notification to start or to terminate flagman must be given at least five (5) days in advance or else contractor might be billed for flagman whether he is working or not working.

The Contractor and Department will review and sign the Railroad flagman's time sheet attesting that the flagman was present during the time recorded. Flagmen may be removed by Railroad if form is not signed. If flagman is removed, the Contractor will not be allowed to re-enter the Railroad right-of-way until the issue is resolved. Any complaints concerning flagman or flagmen must be resolved in a timely manner. If need for flagman or flagmen is questioned, please contact CSX Transportation, Inc. **Flag Request Contact. (See sheet number 8 for name and address).** All verbal complaints must be confirmed in writing by the Contractor within 5 working days with copy to the Highway Engineer. All written correspondence should be addressed to CSX Transportation, Inc. **Project Manager contact (See sheet number 8 for name and address)**

The Railroad flagman assigned to the project will be responsible for notifying the State Project Supervisor upon arrival at the job site on the first day (or as soon thereafter as possible) that flagging services begin and on the last day that he performs such services for each separate period that services are provided. The State Project Supervisor will document such notification in the project records. When requested, the State Project Supervisor will also sign the flagman's diary showing daily time spent and activity at the project site.

Upon completion of all work within the Railroad right-of-way, the State Project Supervisor shall notify the Railroad for final inspection of this work. The Department shall give the Railroad 120 calendar days from the date of the on-site final inspection, in which the work is accepted by the Department and the Railroad, to submit all invoices for which flagging services are to be reimbursed. Department will not be liable for any payment of flagging charges received after 120 calendar days.

USE OF EXPLOSIVES:

Explosives shall not be used on or adjacent to any track or other railroad property without the prior written approval of CSXT, but such approval will not relieve the contractor from any liability. If the use of the explosives are permitted, the blasting shall be done with light charges under supervision of a responsible employee of the Department or contractor. No blasting shall be done without the presence of an authorized representative of CSXT. At least ten (10) business days advance notice to either the CSXT Construction Manager contact or the CSXT Roadmaster is required to arrange for the presence of an authorized CSXT representative and any flagging that CSXT may require. Every precaution shall be taken to avoid damage to property, injury to persons and interruption of railroad operations. Electronic detonating fuses shall not be used because of the possibility of premature explosions resulting from operation of two-way train radios. Blasting shall be discontinued immediately on notice from CSXT that it is too hazardous.

The Department or contractor must have at the Project Site adequate equipment, labor and materials, and allow sufficient time to (i) clean up (at the Department's expense) debris resulting from the blasting without any delay to trains; and (ii) correct (at the Department's expense) any track misalignment or other damage to CSXT's property resulting from blasting, as directed by CSXT Representative, without delay to trains. If Department's or Contractor's actions result in delay of any trains, including Amtrak passenger trains, Department shall bear the entire cost thereof. In the event that the Contractor does not restore the Railroad's track and/or related train traffic facilities to their pre-blasting condition, and/or the Contractor's actions result in any delay of train traffic CSXT's costs to mitigate such damages and/or train traffic delays that are charged to the Department by CSXT shall be reimbursed to the Department from monies due the Contractor.

The Department or Contractor shall not store explosives on CSXT property.

STORAGE OF MATERIALS:

The contractor shall not store or pile materials or equipment on the right-of-way of the railroad without having first obtained permission from CSXT, and in no case shall they be stored closer than 13' 0" from the centerline on any railroad track measured at right angles thereto. Such permission will be with the understanding that the railroad will not be liable for any damage to such materials or equipment from any cause and that CSXT may move, or require the contractor to move, at the contractor's expense, such materials and equipment The contractor shall store materials so as to prevent trespassers from causing damage to trains or CSXT property.

CLEANING UP:

The contractor will be required upon completion of the work, to remove from within the limits of the railroad's right-of-way, all machinery equipment, surplus materials, falsework, rubbish, debris, or temporary buildings of said contractor, and to leave the right-of-way in a neat condition, satisfactory to CSXT. The contractor will be required to provide the project engineer with a letter of release from CSXT before final acceptance of the project by the State.

NOTICE OF STARTING WORK:

The contractor shall notify the CSXT Engineer of the railroad in writing at least ten (10) business days in advance, when he expects to start work on railroad's right-of-way and thirty (30) days in advance of flagging services.

COOPERATION AND DELAYS:

The contractor shall cooperate with others participating in the construction project, to the end that all work may be carried on to the best advantage. No charge or claim of the contractor against either the State or the railroad will be allowed for hindrance or delay on account of railroad traffic or any work done by the railroad or others, incident to or necessary for safe operation or maintenance of railroad traffic, facilities, and property, or completion of the project, but due consideration of any such delay will be taken into account in counting the working days to be charged against the project.

During construction of the footings of piers or other supports or structures adjacent to any track of the railroad, the contractor shall make adequate provisions against sliding, shifting, sinking, or in any way disturbing the railroad embankment and track operations, by driving temporary sheeting, and/or providing temporary shoring in a manner satisfactory to the State Project Supervisor, the railroad Project Manager (See sheet number 8 for name and address) and the railroad Staff Engineer.

Before commencing work on any pier or structure adjacent to any track, the contractor shall submit prints of the proposed shoring and bracing details for the protection of the railroad company's track to the State Project Supervisor for his approval. This submittal shall include the proposed method of installation and be accompanied by supporting data, including design computations, soil descriptions, and other pertinent information.

After approval by the State Project Supervisor, four prints of the proposed shoring and bracing details bearing the seal of a registered structural or professional engineer, together with supporting documents, shall be forwarded to the railroad Project Manager (See sheet number 8 for name and address) or his engineering designate for review and approval.

The contractor shall notify the railroad Engineering Consultant Designee and Project Manager (in writing) not less than one (1) week in advance of the proposed time of the beginning of the construction of the piers, supports or structures adjacent to the track.

INSURANCE:

In addition to any other forms of insurance or bonds required under the terms of the contract and specifications, the contractor will be required to carry insurance of the following kinds and minimum amounts:

(1.) Commercial General Liability insurance coverage with limits of not less than $5,000,000.00 in combined single limits for bodily injury and or property damage per occurrence. Said policy shall include "explosion, collapse, and underground hazard" ("XCU") coverage, shall be indorsed to name Railroad specified in item 2.C. below as an additional insured, and shall include a severability of interest provision, and shall be addressed directly to CSXT Risk Management contact (See sheet number 8 for name and address).

(2.) Statutory Worker's Compensation and Employers Liability Insurance with limits of not less than **$1,000,000.00**, which insurance must contain a waiver of subrogation against CSX Transportation, Inc. and its affiliates.

(3.) Commercial automobile liability insurance with limits of not less than **$1,000,000.00** combined single limit for bodily injury and/or property damage per occurrence, and such policies shall name CSX Transportation, Inc. as an additional named insured.

Railroad's Protective Public Liability and Property Damage Liability Insurance:

(4.) The contractor will be required to furnish Railroad Protective Insurance to protect CSX Transportation, Inc. in connection with operations to be performed on or adjacent to CSX Transportation's right-of-way. Questions concerning CSX Transportation Insurance requirements shall be addressed directly to **CSXT Risk Management contact (See sheet number 8 for name and address).** These are CSXT specifications for proper evidence of insurance:

A. The insurer must be financially stable and rated B+ or better in Best's Insurance Reports.

B The policy must be written using the ISO/RIMA Form of Railroad Protective Insurance - Insurance Services Office (ISO) Form CG 00 35.

C. Named Insured Railroad and Address:

CSX Transportation, Inc
Risk Management (C-907)
500 Water Street
Jacksonville, FL 32202

Electronic mail should be sent to:

Victoria.Matts@stvinc.com

D. Limits of Liability:.

$5,000,000.00 per occurrence combined single limit for bodily injury and property damage, subject to a $10,000,000.00 annual aggregate limit is required because a significant number of hazardous materials trains (a total of 10 Train Movements at 35 MPH along this track per day) are in the area of construction).

E. **CSX Transportation must be named as the named insured on the Railroad Protective Policy.**

F. Name and address of the contractor and TDOT must be shown on the Declarations page.

G. Name and address of the Project Sponsor, being the State of Tennessee, Department of Transportation must be shown on the Declarations page.

H. Description of operations must appear on the Declarations page and must match the project description, including project or contract identification numbers.

I. Authorized Endorsements:

1. Must Include:

a) Pollution Exclusion Amendment – CG 28 31

(Not necessary with Form CG 00 35 version 96 and later)

b) Delete Common Policy Conditions – CL/CG 99 01

If policy jacket does not include Common Policy Conditions this endorsement is not necessary.

2. Acceptable:

a) Broad Form Nuclear Exclusion – IL 00 21

b) 30-Day Advance Notice of Non-renewal or cancellation

c) Required State Cancellation Endorsement

d) Quick Reference or Index – CL/IL 240

3. Unacceptable:

a) Any Pollution Exclusion Endorsement except CG 28 31

b) An Endorsement that excludes TRIA coverage

c) An Endorsement that limits or excludes Professional Liability coverage

d) A Non-Cumulation of Liability or Pyramiding of Limits Endorsement

e) A Known Injury Endorsement

f) A Sole Agent Endorsement

g) Any Punitive or Exemplary Damages Exclusion

h) Any "Common Policy Conditions" Endorsement

i) Any endorsement that is not named in I (1) or I (2) above.

j) Policies that contain any type of deductible.

J. Additional Terms:

1. The Contractor must submit its original insurance policies and two copies and all notices and correspondence regarding insurance policies directly to the **CSX Risk Management Contact (See sheet Number 8 for electronic/e-mail address)**.

2. Neither TDOT nor the Contractor may begin work on the Project until it has received CSXT's written approval of the required insurance policies.

GENERAL

All insurance herein-before specified shall be carried until all work required to be performed under the terms of the contract has been satisfactorily completed within the limits of the right-of-way of the railroad, as evidenced by the formal acceptance by the State.

Insuring companies may not cancel insurance except by permission of the State and railroad insured, or on thirty (30) days written notice to the State and the railroad.

TN TDOT

RAILROAD CONTACTS NAME AND ADDRESS

Todd Allton Project Manager – Public Projects **CSX Transportation, Inc.** 351 Thornton Road Suite 125 Lithia Springs, GA 30122 M. 904.588.8861 E. Todd_Allton@csx.com	**Tony Bellamy** Director, Project Management Public Projects **CSX Transportation, Inc.** SC/J-301 500 Water Street Jacksonville, FL 32202 O. 904.359.7601 F. 904.245.2824 E. tony_bellamy@csx.com	**Insurance Risk Management** E. Victoria.Matts@stvinc.com	FLAGGING REQUEST Patrick Proud Construction Manager STV, Inc. 5200 Belford Rd., Suite 400 Jacksonville, FL 32256 O.904.730.9777 M. 678.350.6750 E. Patrick.Proud@stvinc.com TN0555

***Railroad Contacts For Pre-Con Meeting Notification And For Coordination of Construction Work:**

Railroad's Construction Division Contact:
***Mr. Bill Stewart, Director Construction Engineering**
CSX Transportation, Inc.
351 Thornton Road, Suite 125
Lithia Springs, GA 30122
Phone: (770) 819-2841
Fax: (770) 819-2850
E-mail: bill_r_stewart@csx.com

Railroad's Engineering Consultant Designate:

Mr. Randy Frederick - Project Manager
STV, Incorporated
5200 Belfort Rd., Suite 400
Jacksonville, FL 32256-6054
PHONE: (904) 383-3913
CELL: (904) 254-2692
FAX: (904) 730-7766
EMAIL: RANDY.FREDERICK@STVINC.COM

*Ms. Vicki Matts – Project Coordinator
STV, Incorporated
5200 Belfort Rd., Suite 400
Jacksonville, FL 32256-6054
PHONE: (904) 383-3919
CELL: (904) 651-0902
FAX: (904) 730-7766
EMAIL: VICTORIA.MATTS@STVINC.COM

TN TDOT

DOT Crossing Number(s): 938491V Information:

Date:	10/04/2018
Average Trains/Day:	10
Maximum Train Speed:	35 MPH

SPECIAL NOTES

The contractor shall provide the Railroad Protective Insurance Policy and Certificates of Insurance by e-mail within (20) calendar days of Notification of Award.

Failure to provide the above within the specified time may subject the award to annulment and forfeiture of the bid guarantee, not as a penalty, but as liquidated damages.

TN TDOT

SCHEDULE I

TDOT PROJECT NO.: 47026-3281-14
CSXT OP NO.: TN0555

CONTRACTOR'S AGREEMENT

This CONTRACTOR'S AGREEMENT is made as of _____, _____, by _____ ("Contractor"), to and for the benefit of CSX Transportation, Inc. ("CSXT") and to induce CSXT to permit Contractor on or about CSXT's property, for the purposes of performing work in connection with the above-referenced project for Tennessee Department of Transportation.

In consideration of CSXT's consent to permit Contractor on or about CSXT's property for such purposes, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by Contractor, Contractor hereby agrees as follows:

1. CSXT Special Provisions. Contractor agrees to abide by and observe the terms and conditions of the CSXT Special Provisions (which is incorporated by referenced into this Agreement).
2. Insurance Requirements. Contractor shall acquire and maintain the insurance described by the Special Provisions, and shall submit proof of insurance to CSXT in accordance with the Special Provisions, satisfactory to CSXT, prior to commencement of work on or about CSXT's property.
3. Indemnification.

Contractor further specifically agrees as follows:

(a) Contractor shall indemnify, defend and save harmless CSXT and its affiliates from all suits or claims of any character brought because of any injuries or damage received or sustained by any person, persons, or property, in whole or in part, on account of the operations of Contractor or any subcontractor or sub-subcontractor; or on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials or workmanship in constructing the work; or because of any act or omission, neglect, or misconduct of Contractor or any subcontractor or sub-subcontractor; or because of any claims or amounts recovered from any infringements of patent, trademark or copyright; or for failing to pay, when and as due, all bills and other legitimate charges, including lawful claims for labor performed or materials, equipment and supplies furnished for use in and about the construction of the work under contract; or from any claims or amounts arising or recovered under the Worker's Compensation Act, or any other law, ordinance or decree. The foregoing indemnification obligation shall not be limited to the insurance coverage required by this Agreement.

(b) Contractor shall comply with any federal, state or local laws, statutes, codes ordinances, rules, and regulations applicable to its construction and maintenance of

the project. Contractor shall indemnify, defend, and CSXT and its affiliates harmless with respect to any fines, penalties, liabilities, or other consequences arising from breaches of this Agreement.

(c) For the purpose of this Agreement, CSXT's affiliates include CSX Corporation and all entities, directly or indirectly, owned or controlled by or under common control of CSXT or CSX Corporation and their respective officers, directors, employees and agents.

(d) Contractor shall notify CSXT promptly of any loss, damage, injury or death arising out of or in connection with the Project work.

(e) The provisions of this agreement shall survive the termination or expiration of the Agreement.

IN WITNESS WHEREOF, Contractor has executed and delivered this Agreement as of the date set forth below.

CONTRACTOR

_____

BY: _____

Print: _____

Date: _____ **Title**: _____

EXHIBIT B

CSX TRANSPORTATION, INC.
FORCE ACCOUNT ESTIMATE

ACCT. CODE : 709 -

ESTIMATE SUBJECT TO REVISION AFTER: 4/28/2019 **DOT NO.:** 938491V
CITY: Knoxville **COUNTY:** Knox **STATE:** TN
DESCRIPTION: CE&I and Project management of proposed New Bridge Topside Road over CSXT.

ZONE Atlanta **SUB-DIV:** KD **MILE POST:** 00C-281.76
AGENCY PROJECT NUMBER: PIN# 100241.02

	PRELIMINARY ENGINEERING:			
212	Contracted & Administrative Engineering Services STV		$	35,000
212	Contracted & Administrative Engineering Services CSXT		$	2,000
50	Preconstruction Flagging for Survey (14 days used)		$	15,000
	Subtotal		$	52,000
	CONSTRUCTION ENGINEERING/INSPECTION:			
212	Contracted & Administrative Engineering Services STV		$	65,700
212	Contracted & Administrative Engineering Services CSXT		$	5,000
	Subtotal		$	70,700
	FLAGGING SERVICE: (Contract Labor)			
070	Labor (Conductor-Flagman)		$	-
050	Labor (Foreman/Inspector)		$	62,720
070	Additive 209.30%	(Transportation Department)	$	-
050	Additive 188.70%	(Engineering Department)	$	118,353
230	Per Diem	(Engineering Department)	$	12,000
230	Expenses		$	-
	Subtotal		$	193,073
	SIGNAL & COMMUNICATIONS WORK:		$	-
	TRACK WORK:		$	-
	PROJECT SUBTOTAL		$	315,773
900	**CONTINGENCIES:**		$	-
	GRAND TOTAL **********		$	315,773

☑ APPROVED
11/07/2018

DIVISION OF COST:

Agency	100.00%	$	315,773
Railroad		$	-
TOTAL **********		$	315,773

NOTE: Estimate is based on FULL CROSSING CLOSURE during work by Railroad Forces.

This estimate has been prepared based on site conditions, anticipated work duration periods, material prices, labor rates, manpower and resource availability, and other factors known as of the date prepared. The actual cost for CSXT work may differ based upon the agency's requirements, their contractor's work procedures, and/or other conditions that become apparent once construction commences or during the progress of the work

Office of Assistant Chief Engineer Public Projects–Jacksonville, Florida

Estimated prepared by: STV, Inc. **Approved by:** CTA **CSXT Public Project Group**
DATE: 10/30/2018 **REVISED:** **DATE:** 11/01/18

EXHIBIT C

DEBARMENT CERTIFICATION OF CONTRACTOR REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

_____ certifies to the best of its knowledge and belief, that it and its subsidiaries:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

2. Have not within a three (3) year period preceding this proposal been convicted of or had a civil judgment rendered against then for commission of fraud or criminal offence 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;

3. 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 (2) of this certification; and

4. Have not within a three (3) year period preceding this application/proposal had on (1) or more public transactions (Federal, State or Local) terminated for cause or default.

(If the primary participant is unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification.)

THE PRIMARY PARTICIPANT (POTENTIAL CONTRACTOR FOR A MAJOR THIRD PARTY CONTRACT) _____, CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.

_____
Signature and Title of Authorized Official

_____
Date

EXHIBIT C

DEBARMENT, SUSPENSION, & OTHER INELIGIBILITY AND VOLUNTARY EXCLUSION CERTIFICATION OF LOWER-TIER PARTICIPANTS REGARDING DEBARMENT, SUSPENSION, AND OTHER INELIGIBILITY AND VOLUNTARY EXCLUSION

The Lower-Tier Participant (potential sub-contractor under a major third party Contract), _____, certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(If the Lower-Tier Participant is unable to certify to any of the statements in this certification, such participant shall attach an explanation to this proposal.)

THE LOWER-TIER PARTICIPANT (POTENTIAL CONTRACTOR UNDER A MAJOR THIRD PARTY CONTRACT) _____, CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.

_____
Signature and Title of Authorized Official

_____
Date

RLA-17124 **R-25-3-501**

COMMISSION (PRELIMINARY AGENDA)

Meeting Date:	03/20/2025
Requested By:	Rachael Crigger, COMMUNITY DEVELOPMENT
Department:	COMMUNITY DEVELOPMENT
Requires Expenditure of Funds:	YES Funded in Current Budget: YES
Appropriation Required:	NO

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, approving a Grant Contract with the Tennessee Emergency Management Agency (TEMA) for $373,050.00 in pass-through grant funds provided under the State Homeland Security Program of the U.S. Department of Homeland Security to provide equipment and training for first responders in Knox County and the fifteen (15) surrounding counties of Tennessee Homeland Security District 2. (No Local Match Required)

(Community Development)

Attachments

Resolution

HS-TEMA Award

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, APPROVING A GRANT CONTRACT WITH THE TENNESSEE EMERGENCY MANAGEMENT AGENCY (TEMA) FOR $373,050.00 IN PASS-THROUGH GRANT FUNDS PROVIDED UNDER THE STATE HOMELAND SECURITY PROGRAM OF THE U.S. DEPARTMENT OF HOMELAND SECURITY TO PROVIDE EQUIPMENT AND TRAINING FOR FIRST RESPONDERS IN KNOX COUNTY AND THE FIFTEEN (15) SURROUNDING COUNTIES OF TENNESSEE HOMELAND SECURITY DISTRICT 2. (NO LOCAL MATCH REQUIRED)

RESOLUTION: **R-25-3-501**

REQUESTED BY: **COMMUNITY DEVELOPMENT**

PREPARED BY: **KNOX COUNTY LAW DIRECTOR'S OFFICE**

APPROVED AS TO FORM AND CORRECTNESS:_____
DIRECTOR OF LAW

APPROVED:_____
DATE

VETOED:_____
DATE

VETO OVERRIDE:_____
DATE

MINUTE BOOK_____PAGE_____

WHEREAS, Knox County is the recipient of federal pass-through grant funding from the State of Tennessee, Department of Military, Tennessee Emergency Management Agency (TEMA), under the Federal Fiscal Year 2024 Homeland Security Grant Program; and

WHEREAS, under the terms of the grant contract, Knox County will receive the amount not to exceed $373,050.00 to provide equipment and training for first responders in Knox County and the fifteen (15) surrounding counties of Tennessee Homeland Security District 2; and

WHEREAS, this grant contract is effective beginning on September 1, 2024 and ending on April 30, 2027 and does not require local matching funds.

NOW THEREFORE BE IT RESOLVED BY THE COMMISSION OF KNOX COUNTY AS FOLLOWS:

The Grant Contract with the Tennessee Emergency Management Agency for the provision of pass-through funding by the United States Department of Homeland Security, Homeland Security Grant Program is hereby adopted and approved in substantive form as presented this date, a copy of which is attached to this Resolution and incorporated herein by reference.

BE IT FURTHER RESOLVED, the Grant Contract with the Tennessee Emergency Management Agency for the provision of pass-through funding by the United States Department of Homeland Security, Homeland Security Grant Program shall be executed subject to such amendment or action not affecting the substantive provisions of the contract as may be required and approved by the Knox County Law Director.

BE IT FURTHER RESOLVED, that if any notifications are to be made to effectuate this Resolution, then the County Clerk is hereby requested to forward a copy of this Resolution to the proper authority.

BE IT FURTHER RESOLVED, that this Resolution is to take effect from and after its passage, as provided by the Charter of Knox County, Tennessee, the public welfare requiring it.

_____

Presiding Officer of the Commission Date

_____

County Clerk Date

Approved:_____

County Mayor Date

Vetoed:_____

County Mayor Date

GOVERNMENTAL GRANT CONTRACT

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

Begin Date	End Date	Agency Tracking #	Edison ID
09/01/2024	04/30/2027	34101-21425	

Grantee Legal Entity Name	Edison Vendor ID
KNOX COUNTY	2699

Subrecipient or Recipient

☒ Subrecipient

☐ Recipient

Assistance Listing Number 97.067

Grantee's fiscal year end June 30th

Service Caption (one line only)

HOMELAND SECURITY GRANT PROGRAM FEDERAL FISCAL YEAR 2024

Funding —

FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
2025		373,050.00			373,050.00
TOTAL:		**373,050.00**			**373,050.00**

Grantee Selection Process Summary

☐ Competitive Selection

☒ Non-competitive Selection

This contract is in the best interest of the State. State agencies and Tennessee counties are eligible recipients. Each of Tennessee's ninety-five counties is assigned to one of eleven Homeland Security Districts, all of which participate in the State Homeland Security Grant Program. The Homeland Security Council meets with the Governor to recommend allocations. The Homeland Security Council is briefed on the grant specifics and determines allocations of funding to Homeland Security Districts based on population, risk and need. Funds are allocated to the State's eleven Homeland Security Districts. Each District Council determines the projects and the associated funding to each county within the district based on that predetermined need and risk. The specific criteria used in making award determinations are risk and effectiveness of use of funds and correlation with the State of Tennessee's Homeland Security Strategy. Risk, need, and vulnerability are determined by the Department of Homeland Security (DHS), in concert with the Federal Bureau of Investigation (FBI) and the Central Intelligence Agency (CIA). Effectiveness of use is determined by the collective leadership of the Homeland Security Council and the eleven Homeland Security District Councils.

Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.

CPO USE - GG

Speed Chart (optional)	Account Code (optional)
	71301000

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

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

Grantee Edison Vendor ID # 2699

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. All Federal Fiscal Year (FFY) 2024 Homeland Security Grant Program (HSGP) Grantees are required to submit an investment justification, consistent with the investments approved for Tennessee by the U.S. Department of Homeland Security (DHS), that provides background information, strategic objectives and priorities addressed, their funding/implementation plan, and the anticipated impact of each proposed investment. As part of the FFY 2024 HSGP investment justifications, Grantees are required to establish specific outcomes pursuant to the target capabilities set forth by the State's Homeland Security Strategy and associated with their proposed investments.

A.3. It shall be understood by the Grantee that each Grant Contract funded from the FFY 2024 HSGP will be in compliance with the FFY 2024 HSGP Guidance and the State of Tennessee's Homeland Security Strategy.

A.4. The Grantee agrees to be responsible for the sustainment of previously established homeland security efforts, as well as FFY 2024 projects. The Grantee further agrees that the federal funds received through this agreement will be used to supplement, but not to supplant any funds for local governments.

A.5. The Grantee agrees to comply with the financial and administrative guidelines as established by the regulations entitled "Uniform Administrative Requirements, Cost Principles and Audit Requirements" (colloquially referred to as the "Super Circular") now found in Volume 2 of the C.F.R. (specifically, 2 C.F.R. part 200).

A.6. The Grantee supports the implementation of State Homeland Security Strategies by addressing the identified planning, equipment, training, and exercise needs required to prevent, respond to, and recover from acts of terrorism. In addition, the Grantee agrees to comply with the implementation of the National Preparedness Goal and the National Response Framework (NRF).

A.7. The Grantee will comply with the Cash Management Act and understands that no federal funds received by the Grantee may be invested in an interest-bearing account.

A.8. The Federal Award Identification Worksheet shall be included as a part of this grant contract and designated as Attachment 2.

B. TERM OF CONTRACT:

B.1. This Grant Contract shall be effective for the period beginning on September 1, 2024 ("Effective Date") and ending on April 30, 2027, ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

B.2. Federal Preaward Authority. The Parties acknowledge that the State has the power to expend funds under this Grant Contract in accordance with applicable federal preaward authority. Federal preaward authority is a system under which recipients of federal grant money may incur certain project costs before the final approval of a federal grant and may retain eligibility for subsequent reimbursement after grant approval. The payment obligations of this Grant Contract may be predicated wholly or in part on the State's exercise of federal preaward authority. By accepting the terms of this Grant Contract, the Grantee acknowledges the following:

a. With regard to the Grantee's activities prior to the Effective Date of this Grant Contract, only those activities which meet all of the following requirements shall be considered for reimbursement:

(1) Activities that are reasonably related to the Scope of Services;
(2) Activities in whose absence the Scope of Services could not be completed or performed; and
(3) Activities that meet the relevant federal agency's requirements for reimbursement under federal preaward authority.

b. The Grantee understands the federal preaward authority system and its relation to this Grant Contract.

c. Preaward authority is not a legal or implied commitment that the work contemplated in this Grant Contract will be approved for federal assistance or that a federal agency will obligate funds. Furthermore, it is not a legal or implied commitment that all items undertaken by the Grantee will the eligible for inclusion in a federally funded project.

d. It is the Grantee's responsibility to ensure its own compliance with the policies and requirements of the relevant federal agency with regard to the goods or services contemplated in this Grant Contract. The Grantee assumes all risk and is responsible for ensuring that all conditions are met to retain eligibility for federal reimbursement via grant.

e. To the extent that this Grant Contract is funded through federal preaward authority, the State's obligations under Section C of this Grant Contract shall be void in the event that any of the following occur:

(1) the Grantee fails to comply with the grantor federal agency's policies and regulations;
(2) the relevant federal agency fails or refuses to finalize a grant; or
(3) the relevant federal agency refuses to reimburse specific expenses incurred under preaward authority.

f. The start date of the State's federal preaward authority is September 1, 2024.

C. PAYMENT TERMS AND CONDITIONS:

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed three hundred seventy-three thousand, fifty dollars and 00/100 ($373,050.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment 1 is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.

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

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

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

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

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

a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).

(1) Invoice/Reference Number (assigned by the Grantee).
(2) Invoice Date.
(3) Invoice Period (to which the reimbursement request is applicable).
(4) Grant Contract Number (assigned by the State).
(5) Grantor: Department of Military, Tennessee Emergency Management Agency.
(6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
(7) Grantee Name.
(8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
(9) Grantee Remittance Address.
(10) Grantee Contact for Invoice Questions (name, phone, or fax).
(11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:

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

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

(1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
(2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.

(3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.

C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may request revisions of Grant Budget line-items by letter, giving full details supporting such request, provided that such revisions do not increase total Grant Budget amount. Grant Budget line-item revisions may not be made without prior, written approval of the State in which the terms of the approved revisions are explicitly set forth. Any increase in the total Grant Budget amount shall require a Grant Contract amendment.

C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within thirty (30) days of the Grant Contract end date, in form and substance acceptable to the State.

a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.

b. The State shall not be responsible for the payment of any invoice submitted to the State after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.

c. The Grantee's failure to provide a final grant disbursement reconciliation report to the State as required by this Grant Contract shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the State pursuant to this Grant Contract.

d. The Grantee must close out its accounting records at the end of the Term in such a way that reimbursable expenditures and revenue collections are NOT carried forward.

C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.

C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Central Procurement Office Policy Statement 2013-007 or any amendments or revisions made to this policy statement during the Term.

C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.

C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits

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

C.12. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.

C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.

a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").

b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

D. STANDARD TERMS AND CONDITIONS:

D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.

D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate this Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.

D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.

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

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

a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

The State:

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

The Grantee:

Glenn Jacobs, County Mayor
Knox County
400 Main Street, City-County Building Suite 615
Knoxville, TN 37902
glenn.jacobs@knoxcounty.org
Telephone #: (865) 215-2005

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

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

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

D.10. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

D.11. HIPAA Compliance. As applicable, the State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.

a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.

b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.

c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules

permit the State to receive such information without entering into a business associate agreement or signing another such document.

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

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

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

D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.

D.14. Licensure. The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.

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

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

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

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

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

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

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

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

D.16. Monitoring. The Grantee's activities conducted, and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.

D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.

D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.

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

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

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

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

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

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

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

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

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

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

D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers, or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.

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

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

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

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

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

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

a. Description of the equipment or motor vehicles;

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

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

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

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

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

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

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

D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall

remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.

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

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

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

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

b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and

d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

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

D.35. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with 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. Environmental Tobacco Smoke. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the "Children's Act for Clean Indoor Air of 1995," Tenn. Code Ann. §§ 39-17-1601 through 1606, the Grantee shall prohibit smoking of tobacco products within any indoor premises in which services are provided to individuals under the age of eighteen (18) years. The Grantee shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this Grant Contract.

E.3. The Grantee shall provide a drug-free workplace pursuant to the "Drug-Free Workplace Act," 41 U.S.C. §§ 8101 through 8106, and its accompanying regulations.

E.4. Compliance with Title VI of the Civil Rights Act of 1964. The Grantee agrees to comply with the provisions contained in Title IV of 1964 Civil Rights Act (42 U.S.C. 2000d), and any federal regulations specific to the funding of this grant. The Grantee further agrees to complete and return a self-compliance report as provided by the Grantor.

E.5. Compliance with National Incident Management System (NIMS). The Grantee will be in compliance with NIMS Standards established by the U.S. Department of Homeland Security and the Federal Emergency Management Agency authorized by Homeland Security Presidential Directive 08 (HSPD-08). The Grantee agrees that it has met NIMS compliance standards. The Grantee further agrees to complete within the announced suspense date the NIMS Implementation yearly survey.

E.6. Federal Funding Accountability and Transparency Act (FFATA).

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

The Grantee shall comply with the following:

a. Reporting of Total Compensation of the Grantee's Executives.

(1) The Grantee shall report the names and total compensation of each of its five most highly compensated executives for the Grantee's preceding completed fiscal year, if in the Grantee's preceding fiscal year it received:

i. 80 percent or more of the Grantee's annual gross revenues from Federal procurement contracts and federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and sub awards); and
ii. $25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act (and sub awards); and
iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. § 78m(a), 78o(d)) or §

6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.).

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

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

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

b. The Grantee must report executive total compensation described above to the State by the end of the month during which this Grant Contract is established.

c. If this Grant Contract is amended to extend its term, the Grantee must submit an executive total compensation report to the State by the end of the month in which the amendment to this Grant Contract becomes effective.

d. The Grantee will obtain a Unique Entity Identifier (SAM) and maintain its number for the term of this Grant Contract. More information about obtaining a Unique Entity Identifier can be found at: https://www.gsa.gov.

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

IN WITNESS WHEREOF,

KNOX COUNTY:

GRANTEE SIGNATURE **DATE**

GLENN JACOBS, COUNTY MAYOR

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF MILITARY, TENNESSEE EMERGENCY MANAGEMENT AGENCY:

WARNER A. ROSS, II, MAJOR GENERAL **DATE**
THE ADJUTANT GENERAL, MILITARY DEPARTMENT

I certify that this entity meets Civil Rights Title VI compliance.

_____

Signature

_____

Date

Reviewed by Dept. of Military Civil Rights Title VI Officer

ATTACHMENT 1

Page 1

GRANT BUDGET

KNOX COUNTY:
HOMELAND SECURITY GRANT PROGRAM 2024

The Grant Budget line-item amounts below shall be applicable only to expense incurred during the following

Applicable Period: **BEGIN: 09/01/2024** **END: 04/30/2027**

	EXPENSE OBJECT LINE-ITEM CATEGORY [1]	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
	Salaries, Benefits & Taxes	0.00	0.00	0.00
	Professional Fee, Grant & Award [2]	373,050.00	0.00	373,050.00
	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	0.00	0.00	0.00
	Travel, Conferences & Meetings	0.00	0.00	0.00
	Interest [2]	0.00	0.00	0.00
	Insurance	0.00	0.00	0.00
	Specific Assistance to Individuals	0.00	0.00	0.00
	Depreciation [2]	0.00	0.00	0.00
	Other Non-Personnel [2]	0.00	0.00	0.00
	Capital Purchase [2]	0.00	0.00	0.00
	Indirect Cost	0.00	0.00	0.00
	In-Kind Expense	0.00	0.00	0.00
	GRAND TOTAL	**373,050.00**	**0.00**	**373,050.00**

[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 1

GRANT BUDGET LINE-ITEM DETAIL:

PROFESSIONAL FEE, GRANT & AWARD	AMOUNT
FUNDING OF TRAINING, EXERCISES, PLANNING AND EQUIPMENT PURCHASES ALLOWABLE UNDER THE FFY 2024 HOMELAND GRANT PROGRAM	373,050.00
TOTAL	373,050.00

ATTACHMENT 2

Federal Award Identification Worksheet

Subrecipient's name (must match name associated with its Unique Entity Identifier (SAM)	KNOX COUNTY
Subrecipient's Unique Entity Identifier (SAM)	JSG6PE7LMBS8
Federal Award Identification Number (FAIN)	EMW-2024-SS-05042
Federal award date	09/19/2024
Subaward Period of Performance Start and End Date	09/01/2024 – 04/30/2027
Subaward Budget Period Start and End Date	09/01/2024 – 04/30/2027
Assistance Listing number (formerly known as the CFDA number) and Assistance Listing program title.	97.067 Homeland Security Grant Program
Grant contract's begin date	09/01/2024
Grant contract's end date	04/30/2027
Amount of federal funds obligated by this grant contract	373,050.00
Total amount of federal funds obligated to the subrecipient	373,050.00
Total amount of the federal award to the pass-through entity (Grantor State Agency)	4,362,750.00
Federal award project description (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA)	HSGP 2024
Name of federal awarding agency	U.S. Department of Homeland Security
Name and contact information for the federal awarding official	Pamela Williams, GPD Assistant Administrator FEMA-GPD 500 C Street, SW, 3rd floor Washington, DC 20528-7000 POC: 866-927-5646
Name of pass-through entity	Department of Military, Tennessee Emergency Management Agency
Name and contact information for the pass-through entity awarding official	Gary Baker, Homeland Security Grant Program Supervisor Tennessee Emergency Management Agency 3041 Sidco Drive Nashville, TN 37204 gary.baker@tn.gov Telephone #: (615) 741-7037
Is the federal award for research and development?	No
Indirect cost rate for the federal award (See 2 C.F.R. §200.332 for information on type of indirect cost rate)	N/A

RLA-17125 **R-25-3-502**

COMMISSION (PRELIMINARY AGENDA)

Meeting Date:	03/20/2025
Requested By:	Rachael Crigger, COMMUNITY DEVELOPMENT
Department:	COMMUNITY DEVELOPMENT
Requires Expenditure of Funds:	YES Funded in Current Budget: YES
Appropriation Required:	NO

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, approving an Agreement with Greater Knoxville Chamber of Commerce in the amount of $36,200.00 in grant program funds to provide digital literacy access to low-income adults in underserved communities throughout Knox County. (Federally funded by the U.S. Department of Treasury SLFRF-ARP Program and passed-through State of Tennessee, Department of Economic and Community Development (TNECD). (No Local Match Required)
(Community Development)

Attachments

Resolution

Greater Knoxville Chamber of Commerce

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, APPROVING AN AGREEMENT WITH GREATER KNOXVILLE CHAMBER OF COMMERCE IN THE AMOUNT OF $36,200.00 IN GRANT PROGRAM FUNDS TO PROVIDE DIGITAL LITERACY ACCESS TO LOW-INCOME ADULTS IN UNDERSERVED COMMUNITIES THROUGHOUT KNOX COUNTY. (FEDERALLY FUNDED BY THE U.S. DEPARTMENT OF TREASURY SLFRF-ARP PROGRAM AND PASSED-THROUGH STATE OF TENNESSEE, DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT (TNECD). (NO LOCAL MATCH REQUIRED)

RESOLUTION: **R-25-3-502**

REQUESTED BY: **COMMUNITY DEVELOPMENT**

PREPARED BY: **KNOX COUNTY LAW DIRECTOR'S OFFICE**

APPROVED AS TO FORM AND CORRECTNESS:_____
DIRECTOR OF LAW

APPROVED:_____
DATE

VETOED:_____
DATE

VETO OVERRIDE:_____
DATE

MINUTE BOOK_____PAGE_____

WHEREAS, the State of Tennessee, Department of Economic and Community Development ("TNECD") is the recipient of Coronavirus State and Local Fiscal Recovery Funds ("SLFRF") established under the American Rescue Plan ("ARP") for the administration of the Tennessee Emergency Broadband Fund American Rescue Plan ("TEBF-ARP") and TNECD Broadband Ready Communities – Adoption Ready Program; and

WHEREAS, Knox County is TNECD's pass-through awardee of SLFRF-ARP grant funds awarded under the administration of TEBF-ARP and TNECD Broadband Ready Communities – Adoption Ready Program; and

WHEREAS, as recipient of this funding, it is necessary for Knox County to undertake certain projects or services in connection with the TNECD Broadband Ready Communities – Adoption Ready Program; and

WHEREAS, accordingly, Knox County desires to provide $36,200.00 in TNECD Broadband Ready Communities – Adoption Ready Program funds to Greater Knoxville Chamber of Commerce to provide digital literacy access to low-income adults in underserved communities throughout Knox County, as further detailed in the attached agreement; and

WHEREAS, the proposed agreement with Greater Knoxville Chamber of Commerce sets forth the terms and conditions under which the services and activities will be undertaken.

NOW THEREFORE BE IT RESOLVED BY THE COMMISSION OF KNOX COUNTY AS FOLLOWS:

The Agreement with Greater Knoxville Chamber of Commerce to provide $36,200.00 in grant program funds to provide digital literacy access to low-income adults in underserved communities throughout Knox County is hereby adopted and approved in substantive form as presented this date, a copy of which is attached to this Resolution and incorporated herein by reference.

BE IT FURTHER RESOLVED, the aforesaid Agreement with Greater Knoxville Chamber of Commerce shall be executed subject to such amendment or action not affecting the substantive provisions of the agreement as may be required and approved by the Knox County Law Director.

BE IT FURTHER RESOLVED, that if any notifications are to be made to effectuate this Resolution, then the County Clerk is hereby requested to forward a copy of this Resolution to the proper authority.

BE IT FURTHER RESOLVED, that this Resolution is to take effect from and after its passage, as provided by the Charter of Knox County, Tennessee, the public welfare requiring it.

Presiding Officer of the Commission **Date**

County Clerk **Date**

Approved: **County Mayor** **Date**

Vetoed: **County Mayor** **Date**

AGREEMENT BETWEEN
KNOX COUNTY
AND
GREATER KNOXVILLE CHAMBER OF COMMERCE

THIS AGREEMENT is entered into this _____ day of _____ 2025 by **KNOX COUNTY**, hereinafter referred to as the **County**, and **GREATER KNOXVILLE CHAMBER OF COMMERCE,** a nonprofit corporation hereinafter referred to as **Awardee** and which is located at 17 Market Street, Suite 201, Knoxville, Tennessee 37902.

WITNESSETH

WHEREAS, the State of Tennessee, Department of Economic and Community Development ("TNECD") is the recipient of Coronavirus State and Local Fiscal Recovery Funds ("SLFRF") (CFDA 21.027) established under the American Rescue Plan ("ARP") for the administration of the Tennessee Emergency Broadband Fund American Rescue Plan ("TEBF-ARP") and TNECD Broadband Ready Communities ("BRC") – Adoption Ready Program; and

WHEREAS, the County is TNECD's pass-through awardee of SLFRF-ARP grant funds awarded under the administration of TEBF-ARP and TNECD Broadband Ready Communities ("BRC") – Adoption Ready Program; and

WHEREAS, the County desires to engage Awardee to render certain assistance, projects, or services incorporated throughout this Agreement in connection with such undertakings of the TNECD's BRC – Adoption Ready Program, situated in the project area described in Appendix A, which description is incorporated by reference as if fully set forth herein verbatim.

NOW, THEREFORE, the parties do hereby mutually agree as follows:

A. SCOPE OF WORK

Awardee agrees to undertake the following activities as the scope of this Agreement:

1. Awardee, in close coordination with the County, shall perform all professional services ("WORK") necessary to complete the activities that benefit eligible recipients in full compliance with the terms of this Agreement.

2. The County will provide to Awardee an amount not to exceed **THIRTY-SIX THOUSAND TWO HUNDRED DOLLARS AND NO/100 ($36,200.00)** in TNECD Broadband Ready Communities – Adoption Ready Program funds to conduct education and workforce development activities that aid in mitigating the broader negative impacts of the COVID-19 pandemic.

3. Awardee shall do, perform, and carry out sufficiently, as determined by the County, the goals, objectives, and tasks outlined in Appendix B, and incorporated by reference as if fully set forth verbatim herein.

4. Awardee will provide adequate staffing to achieve the goals, objectives, and specific terms of this Agreement.

5. The County will monitor the performance of the Awardee and evaluate the achievement of the "Goals, Objectives, and Tasks" as outlined in Appendix B herein. Substandard performance as determined by the County will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by Awardee within a reasonable period after being notified, the County will begin termination procedures.

6. Awardee's obligation to the County shall not end until all closeout requirements are completed. Activities during this closeout period include, but are not limited to making final payments, disposing of program assets, and determining the custodianship of records.

7. The federal award identification worksheet, which appears as Appendix D, is incorporated in this Agreement. Amendments necessary to Appendix D are approved in writing by Knox County Grants and Community Development (KCGCD).

8. The Awardee agrees to comply with TNECD's American Rescue Plan Grant Statement of Assurances, attached to this Agreement as Appendix E and incorporated in this Agreement. Amendments necessary to Appendix E are approved in writing by KCGCD.

B. TERM OF CONTRACT

The term of this Agreement shall be March 1, 2025 through September 30, 2026. Awardee will make every effort to ensure that all goals of this project are completed no later than the 30th day of September, 2026.

Timely completion of the work specified in this Agreement is an integral and essential part of performance. The expenditure of Treasury funds are subject to deadlines and could result in loss of the Federal and State funds. Failure to meet these deadlines may result in cancellation of this Agreement and the revocation of Treasury funds.

Limitation of Liability: The County shall have no liability except as specifically provided in this Agreement. In no event will the County be liable to the Awardee 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 Agreement or otherwise. The County's total liability under this Agreement (including any exhibits, schedules, amendments or other attachments to the Agreement) or otherwise shall under no circumstances exceed the Maximum Liability originally established in this Agreement. This limitation of liability is cumulative and not per incident.

C. COMPENSATION AND REIMBURSEMENT OF EXPENSES

1. It is expressly understood and agreed that in no event will the total amount paid by the County to Awardee under this Agreement exceed **THIRTY-SIX THOUSAND TWO HUNDRED DOLLARS AND NO/100 ($36,200.00).** Project expenses paid to Awardee are provided through the grant program for services satisfactorily rendered as outlined in Appendix B, "Performance Measurements". Project expenses shall be paid based on vouchers for actual expenses incurred or paid. Requests for payment must be submitted by Awardee on agency letterhead with adequate and proper documentation of

eligible cost incurred in compliance with 2 CFR Part 200 and necessary for disbursement requirements. All such expenses shall be in conformance to the approved budget, Appendix C. Requests to adjust performance measurements and/or adjust budget line items will be considered on a case-by-case basis and require the approval from the Knox County Grants & Community Development (KCGCD) Department prior to invoicing. KCGCD has the discretion to amend budget line items outlined in Appendix C or performance measurements outlined Appendix B or details provided in Appendix D by form of an amendment to the Agreement, including incorporating new line items or transferring funding between established budget line items included in this Agreement. Budget amendments and approval shall be required prior to payment of any expenses not conforming to the approved project budget. Payments may be contingent upon certification of the Awardee's financial management system in accordance with the standards specified in 2 CFR Part 200.

2. The Awardee will administer its program in conformance with 2 CFR Part 200 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred. The Awardee specifies and certifies that expenses are incurred and expended following this Agreement. No other claims, including those of the Awardee's creditors or lien holders, shall be allowed. Awardee shall not claim reimbursement for that portion of its obligations that are paid by another source or revenue. The County reserves the right to inspect records and project sites to determine that reimbursement and compensation requests are reasonable. The County also reserves the right to hold payment until adequate documentation has been provided and reviewed. Final payment shall be made after the County has determined that all services have been rendered and files and documentation delivered.

3. The Awardee certifies that the work to be performed under this Agreement does not duplicate any work to be charged against any other contract, subcontract, or other source. Copies of support documents shall be sent to the offices of the County and shall include invoices and payments for project expenditures, timesheets, and supporting personnel expenses. All personnel costs will be documented on time sheets for the project activity and submitted for review. The County may require a more detailed breakdown than the one outlined in Appendix C (Budget), and Awardee shall supply such supplementary information in a timely fashion in the form and context prescribed. The County and Awardee must approve any amendments to this schedule in writing.

4. Awardee shall file claims for payment with the County for costs incurred under the terms of this Agreement. Invoices must be received by the **tenth (10th)** of each quarter for the previous months within the quarter only. Each invoice shall be itemized by budget line item and shall show the amount spent to date and the total amount charged to the County. **The Final Invoice must be received by October 10, 2026.** Itemization of Reimbursement requested for the Invoice Period must detail, at minimum, all of the following:

    a. Indicate, Bill To: Knox County Grants & Community Development, 400 Main St, Suite 364 Knoxville, TN 37902 on the invoice;
    b. Indicate an Invoice Number;
    c. Indicate the specific project that is requesting reimbursement;
    d. The amount requested by Grant Budget line-item;
    e. The amount reimbursed by Grant Budget line-item to date;
    f. The total amount reimbursed under the Agreement to date;
    g. The total amount requested (all line-items) for the Invoice Period;

h. Invoice is included on letterhead, or be sequentially numbered form created by Awardee, include date the invoice was issued, date due and organization's address;
i. Must itemize the goods and/or services that have been provided;
j. Must provide back-up documentation to prove requested payment;
k. Must show price for each good and/or service listed, and;
l. Total of invoice must equal the total of itemized expenses.

5. To be eligible for ARP SLFRF assistance under the non-Federal entity's Treasury grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope. Any amounts payable to the Awardee shall be subject to reduction for amounts included in any invoice or payment that are determined by the County, on the basis of audits or monitoring conducted in accordance with the terms of this Agreement, to constitute unallowable costs.

6. The County, the Treasury Office of Inspector General, Tennessee Housing Department Authority and the Government Accountability Office, or their authorized representatives, shall have the right to review and audit all records (electronic and otherwise) of the Awardee about any payment by the County. Said records shall be maintained for a period of five (5) years with the retention period beginning on the date of the submission of the final program invoice, or may be subsequently revised by Treasury, whichever is the later. If there is litigation, claims, audits, negotiations, or other actions that involve any of the records cited and that have started before the expiration of the five (5) years, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five (5) year period, whichever occurs later.

   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 (OMB) Guidance for Federal Financial Assistance.

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

   The Awardee 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 Awardee 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 County State Agency, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.

7. The Awardee that expends $1,000,000 or more in a fiscal year in federal funds from all sources shall agree to have an annual single audit conducted per 2 CFR Part 200.501. The Awardee shall provide the County with a copy of their annual audit(s) that includes records of these funds.

8. Awardee understands that false statements or claims made in connection with this award may result in fines, imprisonment, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

9. Awardee understands and agrees it must maintain a conflict-of-interest policy consistent with 2 CFR Part 200.318 I, and that such conflict-of-interest policy applies to each activity funded under this award. Awardee must disclose in writing to County any potential conflict of interest affecting the awarded funds under 2 CFR Part 200.112.

10. Program Fraud and False or Fraudulent Statements or Related Acts: Awardee must comply with the requirements of The False Claims Act (31 U.S.C. §§ 3729-3733) which prohibits the submission of false or fraudulent claims for payment to the federal government. It is that the non-Federal entity includes a provision in its contract that the Awardee acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract, such as "The Awardee acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Awardee's actions pertaining to this Agreement.".

11. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment. If applicable and as required by 2 CFR 200.216, Awardee is prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as a critical technology as part of any system. As described in Public Law 115-232, Section 889, "covered telecommunications equipment" is as follows:

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

D. PROJECT REQUIREMENTS

Awardee agrees to comply with all requirements of Sections 602 and 603 of Social Security Act ("the Act"), regulations adopted by Treasury pursuant to Sections 602(f) and 603(f) of the Act, and guidance issued by Treasury
regarding the foregoing. Awardee also agrees to comply with all other applicable federal statues, regulations, and executive orders, and Awardee shall provide for such compliance by other parties in

any agreements it enters into with other parties relating to this award. Federal regulations applicable to this award include, without limitation the following:

1. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.

2. Universal Identifier and System for Award Management (SAM), 2 CFR Part 24 and under which the award term outlined in Appendix A to 2 CFR Part 24 is hereby incorporated by reference.

3. Reporting Subaward and Executive Compensation information, 2 CFR Part 170, under which the award term outlined in Appendix A to 2 CFR Part 170 is hereby incorporated by reference.

4. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement), 2 CFR Part 180 (including requirements of the terms or conditions in all lower tier covered transactions. Contracts and subcontracts described in 2 CFR Part 180 (§) B are subject to 2 CFR Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.

5. Recipient Integrity and Performance Matters, under which the award term outlined in 2 CFR Part 200, Appendix XII to Part 200 is hereby incorporated by reference.

6. Governmentwide Requirements for Drug-Free Workplace, 31 CFR. Part 20.

7. New Restrictions on Lobbying, 31 CFR Part 21.

8. Statutes and regulations prohibiting discrimination applicable to this award, include without limitation, the following:

    a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 CFR Part 22, which prohibit discrimination on the grounds of race, color, or national origin under programs or activities receiving federal financial assistance.
    b. The Fair Housing Act, Title VIII-IX of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), prohibits discrimination in housing based on race, color, national origin, sex, familial status, or disability.
    c. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination based on handicap under any program or activity receiving or benefitting from federal assistance.
    d. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination based on age in programs or activities receiving federal financial assistance; and
    e. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination based on disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

9. Under 41 USC. § 4712, Awardee may not discharge, demote, or otherwise discriminate against an employee as a reprisal for disclosing information to any of the lists of persons or entities provided below that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal
   funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

   a. A member of Congress or a representative of a committee of Congress.
   b. An Inspector General.
   c. The Government Accountability Office.
   d. A Treasury employee responsible for contract or grant oversight or management.
   e. An authorized official of the Department of Justice or other law enforcement agency.
   f. A court or grand jury; and/or
   g. A management official or other employee of the Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

   Awardee shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

10. Awardee agrees to comply with all provisions of Executive Order 11246, Equal Employment Opportunity of September 24, 1965, as amended by Executive Orders 11375 and 12086. Awardee will insert this provision in all contracts and subcontracts for any work covered by this Agreement so that such provisions are binding upon each contractor and subcontractor. Awardee will comply with Title VI of the Civil Rights Act of 1964 (PL 88-352, 42 USC 2000d et seq.) and the Fair Housing Act (42 USC 3601-20).

    Awardee shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, age, handicap, disability, ancestry, national origin, marital status, familial status, or any other basis prohibited by applicable law. Awardee shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, age, handicap, disability, ancestry, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. Awardee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

    Awardee will, in all solicitations or advertisements for employees placed by or on behalf of Awardee; state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, age, handicap, disability, ancestry, national origin, marital status, or any other basis prohibited by applicable law.

    In the event of the Awardee's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Awardee may be declared ineligible for further government contracts or federally assisted construction contracts.

11. Awardee is prohibited from using funds provided herein or personnel employed in the administration of the program for political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

12. **TRAFFICKING:** Awardee will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104), which prohibits grant award recipients or a sub-recipient from (1) engaging in severe forms of trafficking in persons during the period that the award is in effect (2) Procuring a commercial sex act during the period that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

13. **PROCUREMENT:** Awardee shall comply with Knox County policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the County upon termination of this Agreement.

14. **CYBERSECURITY:** The Awardee shall take reasonable cybersecurity and other measures to safeguard information including protected personally identifiable information (PII) and other types of information. This also includes information the Federal agency or pass-through entity designates as sensitive or other information the Awardee considers sensitive and is consistent with applicable Federal, State, local, and tribal laws regarding privacy and responsibility over confidentiality consistent with 2 CFR 200.303.

15. **FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT:** The Federal Funding Accountability and Transparency Act (FFATA) of 2006 requires information on Federal awards be made public using the FFATA Subaward Reporting System (FSRS) reporting tool. The County will report subcontracts under Federally awarded contracts greater than or equal to $30,000.

16. **COMPLIANCE:** The awardee agrees to comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program. Awardee will be monitored by Knox County for compliance with the regulations of the TNECD's Broadband Readiness Community Program and will provide reports and access to project files as requested by the County, the Treasury Office of Inspector General, the Government Accountability Office, or their authorized representatives, during the project and for five (5) years after completion and closeout of the Agreement.

E. SPECIAL TERMS AND CONDITIONS

1. Awardee agrees to establish data privacy and security requirements as required by Section 501 (g)(4) that include:

    a. Appropriate measures to ensure that the privacy of individuals and households is protected from nonparticipating entities.
    b. Ensure that the information, including any personally identifiable information, is collected, and used only to submit reports to Knox County and the Treasury
    c. Ensure confidentiality protections for any data collected about any individuals who are survivors of intimate partner violence, sexual assault, or stalking.

2. This Agreement will terminate automatically if Awardee shall cease to exist as a not-for-profit corporation under the laws of the State of Tennessee.

3. The County also reserves the right to terminate this Agreement or to reduce the compensation amount if Awardee**:**

    a. Fails to file required reports or to meet project progress or completion deadlines.
    b. Materially fails to comply with any provision of this Agreement (which may result in suspension or termination under 2 CFR Part 200). This includes non-compliance with the non-discrimination clauses of this Agreement or with any of the said rules, regulations, or orders.

    c. Expends funds under this Agreement for ineligible activities, services, or items.

4. Nothing in this Agreement shall be deemed to represent that the Awardee or any of its employees are the agents, representatives, or employees of the County. Awardee shall be an independent contractor and shall have responsibility for and control over the details and means for performing its business. Anything in this Agreement that may appear to give the County the right to direct the Awardee as to the details of the performance of its

    business or to exercise a measure of control over the Awardee is for compliance with Treasury regulations.

5. Conflicts of Interest. The Awardee 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 Awardee in connection with any work contemplated or performed relative to this Grant Contract.

6. Public Accountability, Preventing Waste, Fraud, and Abuse and Whistleblower Protections. If the Awardee 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 Awardee on behalf of the State, the Awardee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Awardee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:

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

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

    Awardee agrees to comply with the Whistleblower Protection requirements contained in 41 U.S.C. § 4712, which, as amended, protect employees of a government contractor, subcontractor, grantee, and subgrantee from retaliation of reprisal as a result of protected disclosures of gross

mismanagement, gross waste, abuse of authority, and other violations in connection with Federal contracts or grants. The Awardee must inform employees in writing of their rights and remedies.

7. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Awardee 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 Awardee in relation to this Grant Contract shall be approved by the State.

Failure to maintain compliance with any program funded through TNECD will result, depending on the egregiousness of the noncompliance, in penalties being assessed in the scoring of future applications and/or the inability to participate in programs administered by TNECD for a period to be determined at TNECD's sole discretion.

F. RECORDKEEPING AND MONITORING

1. Awardee shall maintain records and financial documents sufficient to support compliance with Section 3201 of the American Rescue Plan Act of 2021 regarding the eligible uses of funds. If there is litigation, claims, audits, negotiations, or other actions that involve any of the records cited and that have started before the expiration of the five years, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later.

2. Knox County, the Treasury Office of Inspector General and the Government Accountability Office, Tennessee Comptroller of the Treasury, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of the Awardee to conduct audits or other investigations.

3. The Awardee shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Awardee 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 and federal requirements. In no case shall the records be maintained for a period of less than five (5) full years from the period of performance for ERA 2, September 30, 2025, or as may be subsequently revised by Treasury. The Awardee 's records shall be subject to audit at any reasonable time and upon reasonable notice by TNECD, Treasury, the Comptroller of the Treasury, or their duly appointed representatives.

   The records shall be maintained in accordance with Governmental Accounting Standards Board (GASS) Accounting Standards or the Financial Accounting Standards Board (FASS) 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 Awardee shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.

The Awardee shall establish a system of internal controls that utilizes the COSO Internal Control – Integrated Framework model as the basic foundation for the internal control system. The Awardee 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 TNECD, Treasury, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.

4. The parties hereby agree that each will from time to time, execute, acknowledge, and deliver or cause to be executed, acknowledged, and delivered such further instruments or reports as may be reasonably required for meeting Federal laws and regulations.

5. The County reserves the right to monitor the manner, means, and details of the delivery of services by the Awardee, as well as to evaluate the goals to be accomplished. Awardee agrees to comply with evaluation and information requirements, including but not limited to site visits, program or fiscal audits, and client demographic information as needed for reporting to Treasury, and periodic and annual reports. Awardee shall comply fully with the recommendations and requirements of the County, including those issued by the County's Internal Audit staff, resulting from such evaluations and audits that are deemed by the County to be consistent with the provision of services under this Agreement.

6. Awardee shall correct any deficiencies identified by the County, including the Internal Audit staff and Grant Program Managers, in a reasonable period to be determined by the County. Failure to comply with the recommendations and requirements of the County shall be considered a violation of this Agreement and sufficient reason for termination per **Section E <u>Special Terms and Conditions</u>**.

G. TECHNICAL ASSISTANCE

The County agrees to provide technical assistance and training as required to assist Awardee in meeting the documentation and reporting requirements of this Agreement. The County shall carry out monitoring and evaluation activities to ensure adherence by the Awardee to the Scope of Services and other conditions and provisions of this Agreement. Awardee agrees to cooperate fully with the County in the development, implementation, and maintenance of record-keeping systems and to provide all data and documents of whatever kind determined by the County to be necessary or appropriate for the County to monitor and evaluate Awardee**.**

H. IRAN DIVESTMENT ACT

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to Tennessee Code Annotated § 12-12-106.

I. NO BOYCOTT OF ISRAEL: Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, by submission of a response to this solicitation, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel.

J. LOBBYING RESTRICTIONS

Awardee certifies that, to the best of its knowledge and belief:

No Federal appropriated funds have been paid or will be paid, by or on behalf of it, 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.

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 Federal contract, loan, grant, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," by its instructions; and

It will require that the language of this paragraph be included in the award documents for all subawards at all tiers (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 the 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 this transaction imposed by Section 1352, Title 31, United States 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.

K. AMENDMENTS

The County and Awardee may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, are mutual in nature, and in writing and signed by duly authorized representatives of the Awardee and County. Such amendments shall not invalidate this Agreement, nor relieve or release the County, or Awardee from its obligations under this Agreement.

The County may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendment result in a change in the funding, scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated by written agreement signed by both Awardee and County.

L. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit, or otherwise affect the terms of this Agreement.

M. AGREEMENT SIGNATURE

The undersigned person signing as an officer on behalf of Awardee, a party to this Agreement, agrees that said person has authority to enter into this Agreement on behalf of Awardee and to bind the same to this Agreement, and further that Awardee has authority to enter into this Agreement and that there are no restrictions or prohibitions contained in any article of incorporation or bylaw against entering into this Agreement.

N. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force and effect.

O. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Agreement shall forthwith be physically amended to make such insertion or correction.

P. LAW AND VENUE

To the extent that there is no Federal statute or regulation that applies to a particular provision or particular provisions of this Agreement or to any issues that arise in regard thereto, then as to those provisions and issues this Agreement shall be governed by the laws of the State of Tennessee, both as to interpretation and performance. To the extent that venue is not required by Federal law or regulation to be in Federal court, the Chancery Court and/or the Circuit Court of Knox County, Tennessee shall have exclusive and concurrent jurisdiction of any disputes which arise under this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

KNOX COUNTY, TENNESSEE

BY: _____ DATE: _____

GLENN JACOBS
COUNTY MAYOR

GREATER KNOXVILLE CHAMBER OF COMMERCE

BY: _____ DATE: _____

NANCY NABORS
DIRECTOR OF REGIONAL ENHANCEMENT

APPROVED AS TO LEGAL FORM

BY: _____ DATE: _____

KNOX COUNTY LAW DIRECTOR'S OFFICE CONTRACT #: _____

APPENDIX A-GREATER KNOXVILLE CHAMBER OF COMMERCE
PROJECT AREA

The principal office of the Greater Knoxville Chamber of Commerce is located at 17 Market Street, Suite 201, Knoxville, Tennessee 37902.

The program activities will be held at multiple locations in underserved communities throughout Knox County.

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APPENDIX B-GREATER KNOXVILLE CHAMBER OF COMMERCE
PERFORMANCE MEASUREMENTS

OBJECTIVE: Awardee will conduct activities to mitigate the negative health impacts of the COVID-19 pandemic by operating the *eKnox Digital Literacy Program* in underserved communities throughout Knox County. The *eKnox Digital Literacy Program* provides a no-cost digital literacy instruction and a no-cost laptop and mouse to own to low-moderate income adults in Knox County who complete a minimum of fifteen (15) hours of instruction.

GOAL: Awardee will provide 220 eligible unduplicated adults with digital literacy instruction and a no-cost laptop/mouse to eligible unduplicated adults upon the completion of a minimum of fifteen (15) hours of instruction in the *eKnox Digital Literacy Program.*

PERFORMANCE INDICATORS – REPORTED ON A QUARTERLY BASIS: Awardee will submit quarterly invoices and reports comprised of progress towards the set projects goals and accomplishments.

Type	Reporting Period	Due Date
Quarterly Report 1	December 1st to February 28th	March 10th
Quarterly Report 2	March 1st to May 31st	June 10th
Quarterly Report 3	June 1st to August 31st	September 10th
Quarterly Report 4	September 1st to November 30th	December 10th

The following information will be required for submission:

Total number of unduplicated adults provided computer skills _____
Total number of unduplicated adults that completed the program _____

Narrative to Include: Outline of progress towards the goals and objectives of the program as well as any barriers to accomplishing those. The narrative will also detail evidence-based practices utilized in the *eKnox Digital Literacy Program:*

Data to include for quarterly reporting period:

- A completed Digital Opportunity Grant Demographic Intake Survey (or approved form) for each unduplicated adult reported.
- A completed Summary Excel-Based Demographic Tracker with compiled demographic data from the Digital Opportunity Grant Demographic Intake Survey (or approved form) for each month in the reporting quarter.
- A summary number of unduplicated adults who have successfully completed the *eKnox Digital Literacy Program* and received a no-cost laptop/mouse for each month in the reporting quarter.

TASKS:
Awardee will ensure duplication of benefit is not provided.

Awardee will administer the Digital Opportunity Grant Demographic Intake Survey (or approved form) to each unduplicated adult attending the *eKnox Digital Literacy Program.* Awardee will compile survey data into the *Summary Excel-Based Demographic Tracker* for each month and quarter served.

Awardee will provide a laptop and mouse (purchased by KCGCD) to each unduplicated adult who completes the *eKnox Digital Literacy Program*. Awardee will maintain records of unduplicated individuals who complete the program and receive a no cost laptop/mouse.

Awardee will collect income of unduplicated adults using household income at or below 300% of the current Federal Poverty Guidelines outlined in the Federal Register by the Department of Health and Human Services (HHS) detailed-guidelines-2024.pdf.

Awardee will verify income by collecting, reviewing, and maintaining a client file with documentation of income and verification of eligibility to include one or more of the following, if applicable: i.e. paycheck stubs, W-2, 1099, tax returns, unemployment compensation, invoices/receipts if self-employed, etc.

Awardee will ensure participant's PII is protected.

Awardee will submit quarterly reports and quarterly invoices per the schedule provided in Appendix B.

Awardee will maintain sign-in sheets of all participants for each class administered.

Awardee will maintain registration information for each adult served in the program files.

Awardee will engage in approved services with East Tennessee Development District.

Awardee will ensure an adequate number of staff members are appropriately trained and credentialed for use of the software system adopted by Knox County to be used for data collection and project reporting, i.e. Neighborly.

Awardee will ensure all policies and procedures of TNECD, Knox County, and the U.S. Treasury are followed.

Upon request, additional documents of an Awardee's project will be submitted to the County.

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APPENDIX C-GREATER KNOXVILLE CHAMBER OF COMMERCE
PROGRAM BUDGET

PROGRAM BUDGET ITEM	AMOUNT
Knoxville Chamber of Commerce Program Personnel	$6,000.00
Instructor (1) / Assistant Instructor (1)	$17,138.00
Translation Services	$1,200.00
TOTAL PROGRAM PERSONNEL COSTS SUBTOTAL	**$24,338.00**
Supplies, i.e. printing, 3-ring binders, reams of paper	$5,862.00
East Tennessee Development District services	$6,000.00
TOTAL PROGRAM OPERATING COSTS SUBTOTAL	**$11,862.00**
TOTAL PROGRAM BUDGET NOT TO EXCEED	**$36,200.00**

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APPENDIX D-GREATER KNOXVILLE CHAMBER OF COMMERCE
FEDERAL AWARD IDENTIFICATION WORKSHEET

Federal Award Identification Worksheet	
Awardee (subrecipient) name (must match name associated with its Unique Entity Identifier (SAM)	Greater Knoxville Chamber of Commerce
Subrecipient's Unique Entity Identifier (SAM)	HSTKWBMA4NM4
Federal Award Identification Number (FAIN)	SLFRP5534
Federal award date	2/8/2022
Subaward Period of Performance Start and End Date	March 1, 2025 to September 30, 2026
Subaward Budget Period Start and End Date	March 1, 2025 to September 30, 2026
Assistance Listing number (formerly known as the CFDA number) and Assistance Listing program title.	21.027 Coronavirus State and Local Fiscal Recovery Fund
Amount of federal funds obligated by this grant contract	$36,200
Total amount of federal funds obligated to the subrecipient	$36,200
Federal award project description (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA)	Subrecipient will conduct activities under the TNECD Broadband Ready Communities – Adoption Ready Program for education and workforce development activities that aid in mitigating the broader negative impacts of the COVID-19 pandemic.
Name of federal awarding agency	Department of Treasury
Name and contact information for the pass-through awarding official	Glenn Jacobs, Mayor of Knox County Attn: Knox County Grants and Community Development 400 W. Main St., Suite 364 Knoxville, TN 37902 Email: grants@knoxcounty.org Phone: 865-215-3980
Name and contact information for the subrecipient	Nancy Nabors, Director of Regional Enhancement 17 Market Street, Suite 201 Knoxville, Tennessee 37902. Email: nnabors@knoxvillechamber.com Phone: 865-246-2609
Is the federal award for research and development?	No

APPENDIX E – KNOXVILLE CHAMBER OF COMMERCE
TNECD'S AMERICAN RESCUE PLAN GRANT
STATEMENT OF ASSURANCES

The Awardee 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 as applicable to project:

(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 (if applicable to project).

(4) It will have sufficient funds available to meet the non-Federal share of the cost for construction projects, if applicable to project. Sufficient funds will be available when construction is completed to assure effective operation and maintenance of the facility for the purposes constructed, if applicable to project.

(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 (if applicable to project); 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 the County with TNECD requirements for reporting that is 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.

_____

Awardee Signature

_____

Name (typed or printed)

_____

Title

_____

Date

RLA-17023 **R-25-3-601**

COMMISSION (PRELIMINARY AGENDA)

Meeting Date:	03/20/2025
Requested By:	Melinda Goodman, HEALTH DEPARTMENT
Department:	HEALTH DEPARTMENT
Requires Expenditure of Funds:	YES Funded in Current Budget: NO
Appropriation Required:	NO

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, approving a grant contract in the amount not to exceed $1,239,250.00 with the Tennessee Department of Health for the provision of Community Health Access and Navigation in Tennessee (CHANT) Program services for the period beginning July 1, 2025 and ending June 30, 2026. (No local match required)
(Health Department)

Attachments

Resolution

Contract

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, APPROVING A GRANT CONTRACT IN THE AMOUNT NOT TO EXCEED $1,239,250.00 WITH THE TENNESSEE DEPARTMENT OF HEALTH FOR THE PROVISION OF COMMUNITY HEALTH ACCESS AND NAVIGATION IN TENNESSEE (CHANT) PROGRAM SERVICES FOR THE PERIOD BEGINNING JULY 1, 2025 AND ENDING JUNE 30, 2026. (NO LOCAL MATCH REQUIRED)

RESOLUTION: **R-25-3-601**

REQUESTED BY: **HEALTH DEPARTMENT**

PREPARED BY: **KNOX COUNTY LAW DIRECTOR'S OFFICE**

APPROVED AS TO FORM AND CORRECTNESS:_____
DIRECTOR OF LAW

APPROVED:_____
DATE

VETOED:_____
DATE

VETO OVERRIDE:_____
DATE

MINUTE BOOK_____**PAGE**_____

WHEREAS, Knox County has received a grant contract from the Tennessee Department of Health for the provision of Community Health Access and Navigation in Tennessee (CHANT) Program services for the period beginning July 1, 2025 and ending June 30, 2026; and

WHEREAS, under the terms of the proposed grant contract, the Knox County Health Department will receive the amount not to exceed $1,239,250.00 to provide the aforesaid services, as further defined in the Scope of Services and Deliverables section of the attached grant contract; and

WHEREAS, this grant contract does not require matching funds from Knox County.

NOW THEREFORE BE IT RESOLVED BY THE COMMISSION OF KNOX COUNTY AS FOLLOWS:

The grant contract with the Tennessee Department of Health for the provision of Community Health Access and Navigation in Tennessee (CHANT) Program services is hereby adopted and approved in substantive form as presented this date, a copy of which is attached to this Resolution and incorporated herein by reference.

BE IT FURTHER RESOLVED, the grant contract with the Tennessee Department of Health for the provision of Community Health Access and Navigation in Tennessee (CHANT) Program services shall be executed subject to such amendment or action not affecting the substantive provisions of the contract as may be required and approved by the Knox County Law Director.

BE IT FURTHER RESOLVED, that if any notifications are to be made to effectuate this Resolution, then the County Clerk is hereby requested to forward a copy of this Resolution to the proper authority.

BE IT FURTHER RESOLVED, that this Resolution is to take effect from and after its passage, as provided by the Charter of Knox County, Tennessee, the public welfare requiring it.

_____

Presiding Officer of the Commission Date

_____

County Clerk Date

Approved:_____

County Mayor Date

Vetoed:_____

County Mayor Date

GOVERNMENTAL GRANT CONTRACT

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

Begin Date	End Date	Agency Tracking #	Edison ID
July 1, 2025	June 30, 2026	34360-80726	

Grantee Legal Entity Name	Edison Vendor ID
The Government of Knox County dba Knox County Health Department	2830

Subrecipient or Recipient	Assistance Listing Number 93.994
☒ Subrecipient ☐ Recipient	Grantee's fiscal year end June 30

Service Caption (one line only)

Community Health Access and Navigation in Tennessee (CHANT) Program

Funding —

FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
2026	$328,849.00	$199,564.00	$710,837.00		$1,239,250.00
TOTAL:	**$328,849.00**	**$199,564.00**	**$710,837.00**		**$1,239,250.00**

Grantee Selection Process Summary

☐ Competitive Selection	
☒ Non-competitive Selection	The grant selection process was non-competitive because the metro health department is a governmental entity that has been determined to be capable and willing to provide Community Health Access and Navigation in Tennessee (CHANT) activities.

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.

Eric Bucholz

CPO USE - GG

Speed Chart (optional)	Account Code (optional)
HL00007893, HL00007883 HL00007924, HL00019071	71301000

GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF HEALTH
AND
THE GOVERNMENT OF KNOX COUNTY dba KNOX COUNTY HEALTH DEPARTMENT

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Health, hereinafter referred to as the "State" or the "Grantor State Agency" and Grantee The Government of Knox County dba Knox County Health Department, hereinafter referred to as the "Grantee," is for the provision of Community Health Access and Navigation in Tennessee (CHANT) Program, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 2830

A. SCOPE OF SERVICES AND DELIVERABLES:

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

A.2. Service Definitions.

a. Accrual means a charge for work that has been done but not yet invoiced, for which provision is made at the end of a financial period.

b. ACES: Adverse Childhood Experiences (ACEs) are traumatic events that occur during childhood. ACEs can have a significant impact on a person's physical, emotional, and mental health throughout their life.

c. Care Coordinator is an employee of the Grantee designated and trained by the State to educate, refer, and follow-up on resources and services based on the needs of families.

d. Care Coordination means assistance to families in addressing interrelated medical, social, developmental, behavioral, educational, and financial needs to achieve optimal health and wellness outcomes.

e. CHANT (Community Health Access and Navigation in Tennessee) is a model of care coordination, delivered by an interdisciplinary team to engage specific individuals within communities, who are most likely to have poor health outcomes, navigate their specific needs (medical and/or social) and measure these results.

f. CHANT Guidelines are the most current policy and procedure manual including the Children Special Services (CSS) guidelines, as approved by the State.

g. CHANT Screening and Assessment Questionnaire means the systemic application of asking a series of questions to identify risk, needs and opportunities for early intervention including identification of resources and service referrals.

h. Children and Youth with Special Health Care Needs (CYSHCN) means children who have or are at risk for chronic physical, developmental, behavioral, or emotional conditions and who also require health and related services of a type or amount beyond that required by children generally.

i. Children's Special Services (CSS) is a program intended to assure that children with special health care needs are identified early, receive high quality care coordination, and that their families receive necessary support. The program serves those children who meet the T.C.A. § 68-12-102 definition of "a child with a physical disability" and provides reimbursement for diagnostically related services for enrolled children when other payors are unable to provide payment.

j. Cover Kids provides comprehensive health coverage for qualifying children age 18 and younger and pregnant women. It covers preventive health services, doctor visits, hospital visits, vaccinations, well-child visits, developmental screenings, and mental health.

k. Cultural Sensitivity is broadly recognized as the knowledge, skills, attitudes and beliefs that enable people to work well with, respond effectively to, and be supportive of people in cross-cultural settings.

l. Gatekeeper means an employee or agent of the Grantee designated and trained by the State to administrate over the Grantee's kidcentraltn.com profile.

m. Implicit Bias is when we have attitudes towards people or associate stereotypes with them without our conscious knowledge.

n. MCO is a health care delivery system organized to manage cost, utilization, and quality. Managed care provides for the delivery of health benefits and additional services through contracted arrangements with TennCare.

o. Pathways of Care are resource and service needs of families as identified through the CHANT Screening and Assessment Questionnaire.

p. PCP means a physician (M.D. - Medical Doctor or D.O. - Doctor of Osteopathic Medicine), nurse practitioner, clinical nurse specialist or physician assistant, as allowed under state law, who provides, coordinates or helps a patient access a range of health care services. The PCP supervises a person's health care through many stages of their lives.

q. Presumptive Eligibility means temporary Medicaid coverage to pregnant women or women diagnosed with breast or cervical cancer whose income is at or below the specified percentage of the poverty level. This allows the woman to receive health care more quickly to help ensure a healthy lifestyle.

r. Priority Populations means a child with Special Health Care Needs (CYSHCN).

s. PTBMIS means Patient Tracking Billing Management Information System or current Electronic Health Records (EHR).

t. REDCap is a secure web application used for CHANT data collection and management.

u. RTO means the Recovery Time Objective, which is the amount of time an application or system can be down that a business can tolerate defining the amount of time that it takes from the time of the incident to recovery.

v. RPO means the Recovery Point Objective, which is the amount of time between data backups and the amount of data loss a business can tolerate between backups in the event of a disaster.

w. TennCare is a program providing health insurance to people who are eligible for Medicaid and to certain other people who lack access to insurance.

x. www.kidcentraltn.com is a website that pulls together and organizes content from the Tennessee State departments and other resources, making it easier for families to find information about health, education, child development and support.

A.3. Service Goals. To provide comprehensive Care Coordination services to eligible families and children.

A.4. Service Recipients. Pregnant and postpartum adolescents and women; all children less than five (5) years of age; TennCare kids eligible (children from birth to age twenty-one (21) years); CYSHCN (children from birth to age twenty-one (21) years).

A.5. Service Description. The Grantee shall use the grant funds to implement CHANT as follows:

a. Provide Care Coordination services for CHANT in accordance with the most current version of the CHANT/CSS Guidelines, incorporated herein by reference (a copy of which has been provided to the Grantee), and as directed by the CHANT Program Director, CSS Program Director, and CHANT funders.

b. Provide appropriate staffing (CHANT lead, CHANT medical services lead, CHANT team lead, care coordinators) as required for CHANT service provision; all staff are required to be full-time and maintain an active Caseload of seventy-five (75) continuous families. Active caseloads are based on established case weights. Those CSS eligible participants with an Unassigned Case Weight are not included in the required caseload. There should be no lapse in service provisions for Priority Populations.

c. Provide administrative supervision of all CHANT personnel with programmatic coordination and monitoring for non- direct reports.

d. Notify the CHANT and CSS Program Director of all personnel vacancies and/or personnel changes that occur anytime during the year relating to the positions funded by this Grant Contract.

e. Establish a centralized intake process to allow timely follow-up on referrals to target populations in accordance with the current version of the CHANT Guidelines. All referrals must be acted on by the CHANT Team Lead within three (3) days.

f. Engage target populations through conducting the CHANT Screening and Assessment Questionnaire to identify Pathways of Care and other social and medical needs. All CHANT Screening and Assessment Questionnaire responses shall be collected into REDCap. REDCap access is limited to CHANT staff.

g. Provide education, referral, and follow-up on resources and services as identified by Pathways of Care within CHANT Guidelines. Retain families on Pathways of Care only through completion of all associated action steps and identified outcomes met.

h. Provide advocacy services, i.e., provide information regarding TennCare and other program requirements; assist with TennCare application process and accessing benefits; assist with referrals and prior authorization of services; and refer to appropriate services, i.e., OHS, health department services, MCOs, PCPs, and additional appropriate referrals per CHANT Pathway of Care etc.

i. Assist with appointment scheduling, arranging transportation to appointment and changing PCP if requested.

j. Assist individuals who are ineligible for TennCare to apply for CoverKids and other federal marketplace insurance, and assist women seeking presumptive eligibility.

k. Engage MCO's and other community partners in county specific planning meetings to improve care coordination of women and children. Provide activities that will engage participants in events which address the actual needs of families enrolled in CHANT located in areas of highest need as determined by zip code level and concentrations of risk.

l. Determine financial and medical eligibility; provide medical services referral and treatment approval, family service and transition plan development, and implementation of plans for all children eligible for CSS.

m. Process payment for all CSS claims through PTBMIS or current EHR from service providers and maintain programmatic information in accordance with the CSS policy contained within the CHANT Guidelines.

n. The Grantee must participate in monthly CHANT and/or CSS Strategic Topic calls to receive important updates. The Grantee must also participate in regularly scheduled conferences, training and workshops as provided by the State. Any CHANT positions/staff funded by this grant must participate in Implicit bias training, ACEs training and Cultural Sensitivity training as recommended by the State or Grantee and any additional training courses required by the State, whether in person or online.

o. Failure to meet service provisions as outlined in this scope of service may result in corresponding reduction in funding.

A.6. Service Reporting.

a. The Grantee shall submit a quarterly CHANT compliance report, in a format provided by the State, by the fifteenth (15th) of the month following the end of each quarter of the Term (October 15, January 15, April 15, and July 15).

b. The Grantee shall provide Accrual data to the Program Director no later than June 15 in a format provided by the State.

A.7. Inspection and Acceptance. Acceptance of the work outlined above shall be made by the State or its authorized representative through reports, teleconferences, site visits and/or other periodic reviews. The State shall make the final determination concerning acceptance of the work performed under this Grant Contract.

A.8. Incorporation of Federal Award Identification Worksheet. The federal award identification worksheet, which appears as Attachment 1, is incorporated in this Grant Contract.

A.9. In the event that the Grantee is subject to an audit in accordance with Section D.19. hereunder, the Grantee shall log in to their account on the Edison Supplier Portal to complete the Information for Audit Purposes (IAP) and End of Fiscal Year (EOFY) eForms.

A.10. No funds awarded under this Grant Contract shall be used for lobbying federal, state, or local officials.

A.11. This grant allows for the purchase of electronic devices, such as but not limited to computers, ipads, tablets, and/or laptops for the purpose of carrying out the scopes of services. In the event the Grantee is purchasing these items hereunder, the Grantee shall follow D.27. reporting guidelines.

B. TERM OF CONTRACT:

This Grant Contract shall be effective for the period beginning on July 1, 2025 ("Effective Date") and ending on June 30, 2026 ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

C. PAYMENT TERMS AND CONDITIONS:

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed One Million Two Hundred Thirty-Nine Thousand Two Hundred Fifty Dollars ($1,239,250.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as **Attachment 2** is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.

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

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

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

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

Kathy Robinson, Public Health Program Director
Children's Special Services
Division of Family Health and Wellness
710 James Robertson Parkway
Andrew Johnson Tower, 7th Floor
Nashville, TN 37243
Kathy.robinson@tn.gov
Telephone # 616-532-3755

a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).

(1) Invoice/Reference Number (assigned by the Grantee).
(2) Invoice Date.
(3) Invoice Period (to which the reimbursement request is applicable).
(4) Grant Contract Number (assigned by the State).
(5) Grantor: Department of Health, Division of Family Health and Wellness.
(6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
(7) Grantee Name.

(8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
(9) Grantee Remittance Address.
(10) Grantee Contact for Invoice Questions (name, phone, or fax).
(11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:

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

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

(1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
(2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
(3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.
(4) An invoice under this Grant Contract shall be presented to the State within thirty (30) days after the end of the calendar month in which the subject costs were incurred or services were rendered by the Grantee. An invoice submitted more than thirty (30) days after such date will NOT be paid. The State will not deem such Grantee costs to be allowable and reimbursable by the State unless, at the sole discretion of the State, the failure to submit a timely invoice is warranted. The Grantee shall submit a special, written request for reimbursement with any such untimely invoice. The request must detail the reason the invoice is untimely as well as the Grantee's plan for submitting future invoices as required, and it must be signed by a Grantee agent that would be authorized to sign this Grant Contract.

C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may move up to one percent (1%) of a line-item amount to another line item category provided that any increase is off-set by an equal reduction of other line-item amount(s) and the total Grant Contract amount detailed by the Grant Budget does not increase. An increase of any line item funded at zero dollars ($0.00) shall require prior approval of the Grantor State Agency.

C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit a grant disbursement reconciliation report within thirty (30) days following the end of each quarter and a final invoice and final grant disbursement reconciliation report within forty-five (45) days of the Grant Contract end date and in form and substance acceptable to the State (**Attachment 4).**

a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.

b. The State shall not be responsible for the payment of any invoice submitted to the State after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.

c. The Grantee's failure to provide a final grant disbursement reconciliation report to the State as required by this Grant Contract shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the State pursuant to this Grant Contract.

d. The Grantee must close out its accounting records at the end of the Term in such a way that reimbursable expenditures and revenue collections are NOT carried forward.

C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.

C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Central Procurement Office Policy Statement 2013-007 or any amendments or revisions made to this policy statement during the Term.

C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.

C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.

C.12. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.

C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.

a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").

b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

D. STANDARD TERMS AND CONDITIONS:

D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.

D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate this Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.

D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.

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

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

a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, “Disclosure of Lobbying Activities," in accordance with its instructions.

c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

Kathy Robinson, Public Health Program Director
Children’s Special Services
Division of Family Health and Wellness
710 James Robertson Parkway
Andrew Johnson Tower, 7th Floor
Nashville, TN 37243
Kathy.robinson@tn.gov
Telephone # 616-532-3755

The Grantee:

Kevin Parton, Senior Director
The Government of Knox County dba Knox County Health Department
140 Dameron Avenue
Knoxville, TN 37917-6434
tdhcontracts@knoxcounty.org
Telephone # 865-215-5273

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

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

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

D.10. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

D.11. HIPAA Compliance. As applicable, the State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.

a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.

b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.

c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.

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

NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER

TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454.

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

D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.

D.14. Licensure. The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.

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

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

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

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

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

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

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

D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.

D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.

D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an **Attachment 5** to the Grant Contract.

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

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

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

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

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

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

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

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

D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be

construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

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

D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.

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

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

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

vehicle" shall include any article of tangible personal property that is required to be registered under the "Tennessee Motor Vehicle Title and Registration Law", Tenn. Code Ann. Title 55, Chapters 1-6.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and

d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

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

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

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

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

E. SPECIAL TERMS AND CONDITIONS:

E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.

E.2. Printing Authorization. The Grantee agrees that no publication coming within the jurisdiction of Tenn. Code Ann.§§ 12-7-101, et seq., shall be printed pursuant to this Grant Contract unless a printing authorization number has been obtained and affixed as required by Tenn. Code Ann. § 12-7-103(d).

E.3. Work Papers Subject to Review. The Grantee shall make all audit, accounting, or financial analysis work papers, notes, and other documents available for review by the Comptroller of the Treasury or his representatives, upon request, during normal working hours either while the analysis is in progress or subsequent to the completion of this Grant Contract..

E.4. Environmental Tobacco Smoke. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the "Children's Act for Clean Indoor Air of 1995," Tenn. Code Ann. §§ 39-17-1601 through 1606, the Grantee shall prohibit smoking of tobacco products within any indoor premises in which services are provided to individuals under the age of eighteen (18) years. The Grantee shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this Grant Contract.

E.5. Equal Opportunity. As a condition for receipt of grant funds, the Grantee agrees to comply with 41 C.F. R. § 60-1.4 as that section is amended from time to time during the term.

E.6. Federal Funding Accountability and Transparency Act (FFATA). This Grant requires the Grantee to provide supplies or services that are funded in whole or in part by federal funds that are subject to FFATA. The Grantee is responsible for ensuring that all applicable requirements, including but not limited to those set forth herein, of FFATA are met and that the Grantee provides information to the State as required.

The Grantee shall comply with the following:

a. Reporting of Total Compensation of the Grantee's Executives.

(1) The Grantee shall report the names and total compensation of each of its five most highly compensated executives for the Grantee's preceding completed fiscal year, if in the Grantee's preceding fiscal year it received:

i. 80 percent or more of the Grantee's annual gross revenues from federal procurement contracts and Federal financial assistance subject to the Transparency Act, as defined at 2 C.F.R. § 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 § C.F.R. 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 is amended to extend the Term, the Grantee must submit an executive total compensation report to the State by the end of the month in which the amendment to this Grant becomes effective.

d. The Grantee will obtain a Unique Entity Identifier (SAM)and maintain its number for the term of this Grant. More information about obtaining a Unique Entity Identifier Number can be found at: https://www.gsa.gov

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

E.7. Healthy Eating Requirements. Grant recipients who purchase or serve snacks or meals in conjunction with their performance under this Grant Contract shall provide only healthy foods. No high sugar beverage shall be served at any time. Fruits and vegetables shall be given preference in menu selections.

E.8. Assistance Listing Number. When applicable, the Grantee shall inform its licensed independent public accountant of the federal regulations that require compliance with the performance of an audit. This information shall consist of the following Assistance Listing Numbers: 93.994 Maternal and Child Health Services Block Grant to the States.

E.9. The Grantee shall ensure that all State Data is housed in the continental United States, inclusive of backup data. All State data must remain in the United States, regardless of whether the data is processed, stored, in-transit, or at rest. Access to State data shall be limited to US-based (onshore) resources only.

All system and application administration must be performed in the continental United States. Configuration or development of software and code is permitted outside of the United States. However, software applications designed, developed, manufactured, or supplied by persons owned or controlled by, or subject to the jurisdiction or direction of, a foreign adversary, which the U.S. Secretary of Commerce acting pursuant to 15 CFR 7 has defined to include the People's Republic of China, among others are prohibited. Any testing of code outside of the United States must use fake data. A copy of production data may not be transmitted or used outside the United States.

E.10. Grantee Hosted Services Confidential Data, Audit, and Other Requirements

a. "Confidential State Data" is defined as data deemed confidential by State or Federal statute or regulation. The Grantee shall protect Confidential State Data as follows:

(1) The Grantee shall ensure that all Confidential State Data is housed in the continental United States, inclusive of backup data.

(2) The Grantee shall encrypt Confidential State Data at rest and in transit using the current version of Federal Information Processing Standard ("FIPS") 140-2 validated encryption technologies.

(3) The Grantee shall implement and maintain privacy and security controls that follow the guidelines set forth in the most current version of NIST 800-171, "Protecting Controlled Unclassified Information in Nonfederal Systems and Organizations," with the State to review the implementation of this Section. The State must have proof of compliance with NIST 800-171 in the form of a third-party audit at a minimum every two years or upon request.

(4) The Grantee must annually perform Penetration Tests and Vulnerability Assessments against its Processing Environment. "Processing Environment" shall mean the combination of software and hardware on which the Application runs. "Application" shall mean the computer code that supports and accomplishes the State's requirements as set forth in this Contract. "Penetration Tests" shall be in the form of attacks on Grantee's computer system, with the purpose of discovering security weaknesses which have the potential to gain access to the Processing Environment's features and data. The "Vulnerability Assessment" shall be designed and executed to define, identify, and classify the security holes (vulnerabilities) in the Processing Environment. The Grantee must provide a letter of attestation that includes a penetration testing and vulnerability assessments report that outlines risk exposure of the critical, high, and moderate risks and how they were mitigated, within 30 days of receiving the results.

(5) Upon State request, the Grantee shall provide a copy of all Confidential State Data it holds. The Grantee shall provide such data on media and in a format determined by the State

(6) Upon termination of this Contract and in consultation with the State, the Grantee shall destroy all Confidential State Data it holds (including any copies such as backups) in accordance with the current version of National Institute of Standards and Technology ("NIST") Special Publication 800-88. The Grantee shall provide a written confirmation of destruction to the State within ten (10) business days after destruction.

b. Minimum Requirements

(1) The Grantee and all data centers used by Grantee to host State data, including those of all subcontractors, must comply with the most current version of NIST 800-171, “Protecting Controlled Unclassified Information in Nonfederal Systems and Organizations,” with the State to review the implementation of this Section. The State must have proof of compliance with NIST 800-171 in the form of a third-party audit at a minimum every two years or upon request. Knox County Information Security Management Policy is attached as Attachment #6.

(2) The Grantee agrees to maintain the Application so that it will run on a current, manufacturer-supported Operating System. “Operating System” shall mean the software that supports a computer's basic functions, such as scheduling tasks, executing applications, and controlling peripherals.

(3) If the Application requires middleware or database software, Grantee shall maintain middleware and database software versions that are at all times fully compatible with current versions of the Operating System and Application to ensure that security vulnerabilities are not introduced.

c. Comptroller Audit Requirements

Upon reasonable notice and at any reasonable time, the Grantee and subcontractor(s) agree to allow the State, the Comptroller of the Treasury, or their duly appointed representatives to perform information technology control audits of the Grantee and all subcontractors used by the Grantee. Grantee will maintain and cause its subcontractors to maintain a complete audit trail of all transactions and activities in connection with this Grant Contract. Grantee will provide to the State, the Comptroller of the Treasury, or their duly appointed representatives access to Grantee and subcontractor(s) personnel for the purpose of performing the information technology control audit.

The information technology control audit may include a review of general controls and application controls. General controls are the policies and procedures that apply to all or a large segment of the Grantee’s or subcontractor’s information systems and applications and include controls over security management, access controls, configuration management, segregation of duties, and contingency planning. Application controls are directly related to the application and help ensure that transactions are complete, accurate, valid, confidential, and available. The audit shall include the Grantee’s and subcontractor’s compliance with Knox County Information Security Management Policy, which complies with NIST 800-171, and all applicable requirements, laws, regulations or policies.

The audit may include interviews with technical and management personnel, physical inspection of controls, and review of paper or electronic documentation.

For any audit issues identified, the Grantee and subcontractor(s) shall provide a corrective action plan to the State within 30 days from the Grantee or subcontractor receiving the audit report.

Each party shall bear its own expenses incurred while conducting the information technology controls audit.

d. Business Continuity Requirements. The Grantee shall maintain set(s) of documents, instructions, and procedures which enable the Grantee to respond to

accidents, disasters, emergencies, or threats without any stoppage or hindrance in its key operations ("Business Continuity Requirements"). Business Continuity Requirements shall include:

(1) "Disaster Recovery Capabilities" refer to the actions the Grantee takes to meet the Recovery Point and Recovery Time Objectives defined below. Disaster Recovery Capabilities shall meet the following objectives:

i. Recovery Point Objective ("RPO"). The RPO is defined as the maximum targeted period in which data might be lost from an IT service due to a major incident: 1 hour

ii. Recovery Time Objective ("RTO"). The RTO is defined as the targeted duration of time and a service level within which a business process must be restored after a disaster (or disruption) in order to avoid unacceptable consequences associated with a break in business continuity: 24 hours

(2) The Grantee and the subcontractor(s) shall perform at least one Disaster Recovery Test every three hundred sixty-five (365) days. A "Disaster Recovery Test" shall mean the process of verifying the success of the restoration procedures that are executed after a critical IT failure or disruption occurs. The Disaster Recovery Test shall use actual State Data Sets that mirror production data, and success shall be defined as the Grantee verifying that the Grantee can meet the State's RPO and RTO requirements. A "Data Set" is defined as a collection of related sets of information that is composed of separate elements but can be manipulated as a unit by a computer. The Grantee shall provide written confirmation to the State after each Disaster Recover Test that its Disaster Recovery Capabilities meet the RPO and RTO requirements.

E.11. Personally Identifiable Information. While performing its obligations under this Grant Contract, Grantee may have access to Personally Identifiable Information held by the State ("PII"). For the purposes of this Grant Contract, "PII" includes "Nonpublic Personal Information" as that term is defined in Title V of the Gramm-Leach-Bliley Act of 1999 or any successor federal statute, and the rules and regulations thereunder, all as may be amended or supplemented from time to time ("GLBA") and personally identifiable information and other data protected under any other applicable laws, rule or regulation of any jurisdiction relating to disclosure or use of personal information ("Privacy Laws"). Grantee agrees it shall not do or omit to do anything which would cause the State to be in breach of any Privacy Laws. Grantee shall, and shall cause its employees, agents and representatives to: (i) keep PII confidential and may use and disclose PII only as necessary to carry out those specific aspects of the purpose for which the PII was disclosed to Grantee and in accordance with this Grant Contract, GLBA and Privacy Laws; and (ii) implement and maintain appropriate technical and organizational measures regarding information security to: (A) ensure the security and confidentiality of PII; (B) protect against any threats or hazards to the security or integrity of PII; and (C) prevent unauthorized access to or use of PII. Grantee shall immediately notify State: (1) of any disclosure or use of any PII by Grantee or any of its employees, agents and representatives in breach of this Grant Contract; and (2) of any disclosure of any PII to Grantee or its employees, agents and representatives where the purpose of such disclosure is not known to Grantee or its employees, agents and representatives. The State reserves the right to review Grantee's policies and procedures used to maintain the security and confidentiality of PII and Grantee shall, and cause its employees, agents and representatives to, comply with all reasonable requests or directions from the State to enable the State to verify or ensure that Grantee is in full compliance with its obligations under this Grant Contract in relation to PII. Upon termination or expiration of the Grant Contract or at the State's direction at any time in its sole discretion, whichever is earlier, Grantee shall

immediately return to the State any and all PII which it has received under this Grant Contract and shall destroy all records of such PII.

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

IN WITNESS WHEREOF, the parties have by their duly authorized representatives set their signatures.

THE GOVERNMENT OF KNOX COUNTY dba KNOX COUNTY HEALTH DEPARTMENT

_____ _____
Glenn Jacobs Date
County Mayor

KNOX COUNTY HEALTH DEPARTMENT

_____ _____
Kevin Parton Date
Senior Director

APPROVED AS TO FORM: CONTRACT #

_____ _____
Jessica Jernigan-Johnson Date
Deputy Law Director

DEPARTMENT OF HEALTH

_____ _____
Ralph Alvarado, MD, FACP COMMISSIONER Date

ATTACHMENT 1

Federal Award Identification Worksheet

Subrecipient's name (must match name associated with its Unique Entity Identifier (SAM)	County of Knox
Subrecipient's Unique Entity Identifier (SAM)	HS2EQEN6B6K4
Federal Award Identification Number (FAIN)	B0454577
Federal award date	10/28/2024
Subaward Period of Performance Start and End Date	10/01/2024-09/30/2026
Subaward Budget Period Start and End Date	10/01/2024-09/30/2026
Assistance Listing number (formerly known as the CFDA number) and Assistance Listing program title.	93.994 Maternal and Child Health Services Block Grant to the States
Grant contract's begin date	07/01/2025
Grant contract's end date	06/30/2026
Amount of federal funds obligated by this grant contract	$199,564.00
Total amount of federal funds obligated to the subrecipient	
Total amount of the federal award to the pass-through entity (Grantor State Agency)	$2,755,148.00
Federal award project description (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA)	Maternal and Child Health Services
Name of federal awarding agency	Department of Health and Human Services; Health Resources and Services Administration
Name and contact information for the federal awarding official	Leon L Harrison Grants Management Specialist Office of Federal Assistance Management (OFAM) Division of Grants Management Office (DGMO) lharrison@hrsa.gov (301) 443-5809
Name of pass-through entity	Tennessee Department of Health
Name and contact information for the pass-through entity awarding official	Elizabeth Harvey elizabeth.harvey@tn.gov (615)917-9608
Is the federal award for research and development?	No
Indirect cost rate for the federal award (See 2 C.F.R. §200.332 for information on type of indirect cost rate)	N/A

ATTACHMENT 1

Federal Award Identification Worksheet

Subrecipient's name (must match name associated with its Unique Entity Identifier (SAM)	County of Knox
Subrecipient's Unique Entity Identifier (SAM)	HS2EQEN6B6K4
Federal Award Identification Number (FAIN)	05-1505TN5MAP
Federal award date	TennCare is a continuing entitlement program that receives quarterly allotments from the federal government, therefore there is no date of award.
Subaward Period of Performance Start and End Date	July 1, 2021 June 30, 2025
Subaward Budget Period Start and End Date	July 1, 2021 June 30, 2025
Assistance Listing number (formerly known as the CFDA number) and Assistance Listing program title.	93.778 Department of Health and Human Services, Title XIX
Grant contract's begin date	July 1, 2025
Grant contract's end date	June 30, 2026
Amount of federal funds obligated by this grant contract	$355,418.50
Total amount of federal funds obligated to the subrecipient	
Total amount of the federal award to the pass-through entity (Grantor State Agency)	9.0 billion budgeted annually. TennCare is a continuing entitlement program that receives quarterly allotments from the federal government, therefore there is no upper award limit.
Federal award project description (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA)	Medicaid
Name of federal awarding agency	Department of Health and Human Services Center for Medicare and Medicaid Services (CMS) Regional Office
Name and contact information for the federal awarding official	Josh Portz Center for Medicare and Medicaid Services (CMS) joshua.portz@cms.hhs.gov
Name of pass-through entity	TennCare
Name and contact information for the pass-through entity awarding official	Zane Seals, Chief Financial Officer 310 Great Circle Rd, Nashville, TN 37243 (615) 507-6345 zane.seals@tn.gov
Is the federal award for research and development?	No
Indirect cost rate for the federal award (See 2 C.F.R. §200.331 for information on type of indirect cost rate)	N/A

ATTACHMENT 2

(BUDGET PAGE 1)

GRANT BUDGET

Knox County Government dba Knox County Health Department

APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning July 1, 2025 and ending June 30, 2026

	EXPENSE OBJECT LINE-ITEM CATEGORY [1]	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
	Salaries[2]	$772,500.00	$0.00	$772,500.00
	Benefits & Taxes	$239,500.00	$0.00	$239,500.00
	Professional Fee/ Grant & Award [2]	$25,300.00	$0.00	$25,300.00
	Supplies	$10,650.00	$0.00	$10,650.00
	Telephone	$14,000.00	$0.00	$14,000.00
	Postage & Shipping	$1,000.00	$0.00	$1,000.00
	Occupancy	$0.00	$0.00	$0.00
	Equipment Rental & Maintenance	$15,000.00	$0.00	$15,000.00
	Printing & Publications	$100.00	$0.00	$100.00
	Travel/ Conferences & Meetings[2]	$10,000.00	$0.00	$10,000.00
	Interest [2]	$0.00	$0.00	$0.00
	Insurance	$0.00	$0.00	$0.00
	Specific Assistance To Individuals[2]	$50,000.00	$0.00	$50,000.00
	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 (10% salary + benefits)	$101,200.00	$0.00	$101,200.00
	In-Kind Expense	$0.00	$0.00	$0.00
	GRAND TOTAL	$1,239,250.00	$0.00	$1,239,250.00

[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.

GRANT BUDGET LINE-ITEM DETAIL:

SALARIES	Monthly Salary		# of Months		% of Effort		Longevity (If applicable)	AMOUNT
Kristin Sullivan, Program Manager	$6,127.92	x	12	x	100.00%	+		$73,535.08
Angela M Stafford, RN Medical Team Lead	$6,078.39	x	12	x	100.00%	+		$72,940.74
Kamaya Clark, Care Coordinator Lead	$5,351.89		12	x	100.00%	+		$64,222.72
Alice Blackford, Care Coordinator Lead	$4,942.39		12	x	100.00%	+		$59,308.65
Michele Lunsford, Office Specialist	$3,845.64		12	x	100.00%	+		$46,147.64
Shaundresha Jones, Nurse Care Coordinator	$5,308.25		12	x	100.00%	+		$63,698.96
Rebecca RIchardson, Care Coordinator	$4,001.79		12	x	100.00%	+		$48,021.48
Teri Ochendryder, Care Coordinator	$4,001.79		12	x	100.00%	+		$48,021.48
Ana Barreto, Care Coordinator	$4,001.79		12	x	100.00%	+		$48,021.48
Cynthia Davis-Gillars, Care Coordinator	$4,001.79		12	x	100.00%	+		$48,021.48
Kayla Smith, Care Coordinator	$4,001.79		12	x	100.00%	+		$48,021.48
Lindsay Lipps, Care Coordinator	$4,001.79		12	x	100.00%	+		$48,021.48
Vacant, Care Coordinator	$4,001.79		12	x	100.00%	+		$48,021.48
Vacant, Care Coordintator	$4,001.79		12	x	100.00%	+		$48,021.48
Tabitha Weaver, Medical Billing Clerk	$4,247.97		12	x	9.00%	+		$4,587.81
Dixie Rowsey, Medical Billing Clerk	$3,637.31		12	x	9.00%	+		$3,928.29
ROUNDED TOTAL								**$772,500.00**

PROFESSIONAL FEE/ GRANT & AWARD	AMOUNT
ETCCY Memberships	$250.00
Translation Services	$25,000.00
ROUNDED TOTAL	**$25,300.00**

TRAVEL/ CONFERENCES & MEETINGS	AMOUNT
Meetings/training	$2,000.00
Routine local travel at state rate	$8,000.00
ROUNDED TOTAL	**$10,000.00**

SPECIFIC ASSISTANCE TO INDIVIDUALS	AMOUNT
Speical Food and Forumla for CSS program recipients	$50,000.00
ROUNDED TOTAL	**$50,000.00**

TN Department of Health

Invoice Reimbursement Form

Contract #

Supplier Name

Program Name

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

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

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

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

Remit Payment to:

Business Name

_____

Street Address	City	State	ZIP
_____	_____	_____	_____

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

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

Invoice Received Date _____ Invoice Received by (Name) _____

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

Speedchart	Department ID	User Code	Project ID	Amount ($)

Total Amount:_____

Additional Signatures as Required by Program (Not required for processing and payment by F&A Accounts Payable)

_____ Program Signature 1

_____ Program Signature 2

_____ Program Signature 3

Section 4: Authorized Signatures

Contractor/Grantee Authorization

Name: _____

Date: _____

Signature: _____

TDH Program Authorization

Name: _____

Date: _____

Signature: _____

TDH Accounts Authorization

Name: _____

Date: _____

Signature: _____

Section 5: Additional Comments

Section 6: Month to Month Expense Tracking Sheet (Not Required by F&A Accounts Payable)

Budget Line Items	Budget Amt	Jul Expenses	Aug Expenses	Sep Expenses	Oct Expenses	Nov Expenses	Dec Expenses	Jan Expenses	Feb Expenses	Mar Expenses	Apr Expenses	May Expenses	Jun Expenses	YTD Totals	Balance Remaining
Salaries															
Benefits															
Fee/Grant/Award															
Supplies															
Telephone															
Postage and Shipping															
Occupancy															
Equipment Rental and Maintenance															
Printing and Publications															
Travel/Conferences and Meetings															
Interest															
Insurance															
Specific Assistance to Individuals															
Depreciation															
Other Non-Personnel															
Capital Purchase															
Indirect Costs															
Totals															

REPORTING TEMPLATE

Introduction

Reporting Template has three parts:
•Schedule A,
•Schedule B, and
•Schedule C which are Program Expense Reports (PER), Program Revenue Reports (PRR) and Reconciliation Between Total and Reimbursable Expenses and Total Expense Summary Report.
Program Expense Reports (PER), Program Revenue Reports (PRR) and Reconciliation Between Total and Reimbursable Expenses and Total Expense Summary Report including Schedule A-1 and Schedule B-1 must be submitted in the same format/the same column heading each quarter. The final Report (definition can be found in grant contract agreement) must be approved by the contracting state agency.

Schedule Headings

At the top of each schedule, the name of the reporting contractor/grantee and the period covered by the report need to be entered. The period of the report should always be the most recent quarter ended and report programs in the same sequence as the previous quarter.

Column Headings

For each program for Schedule A and B, Contracting State Agency, Program Name, Assistance Listing Number/Program Number, Edison Contract Number, and Grant/Contract Term should be entered. These can be found in the grant contract agreement.
•The Contracting State Agency is for the state agency who awards the grant and initiates the contract agreement.
•The Program Name is the title to describe the program or the title that corresponds to the Federal Assistance Listing number.
•The Assistance Listing Number/Program Name is a number assigned to identify the Federal Assistance Listings under which the subaward was made by the contracting State agency.
•The Edison contract number is the number assigned by the contracting state agency and should include the amendment number, if any. This can be found in the grant contract agreement.
•The grant/contract term is the beginning and ending dates of the grant/contract. This can be found in the grant contract agreement.

Program Columns

Program expense columns (Quarter-To-Date and Year-To-Date) are for reporting direct program expenses. Direct program expenses that benefit more than one program (i.e., allocable-direct costs) may be allocated to the benefitted programs within the expense categories. The cognizant state agency should approve the method used for cost allocations and the contacting state agency should abide by the cost allocation approved by the cognizant state agency.
The Quarter-To-Date column can be used to capture all expenses for the specific quarter. For example, the expenses for the 2nd quarter (from 10/1/22 to 12/31/2022) can be entered in this column.
All accumulated expenses for each program can be entered in Year-To-Date column. For example, if a grantee/organization has entered the expenses for the 2nd quarter in Quarter-To-Date column, all accumulated expenses for the 1st quarter and the 2nd quarter should be entered in Year-To-Date column.

Do not send a worksheet that is linked to another file

E-mail completed files to: policy2013_007.amo.health@tn.gov

or Mailing Address:

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

Telephone: 615-741-2974

QUESTIONS:

Angela Sumner: angela.sumner@tn.gov
Rushdi Eskarous: rushdi.eskarous@tn.gov

PROGRAM EXPENSE REPORT (PER) SCHEDULE A

Purpose/Scope

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

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

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

Instruction for Expenses by Object Line-Items

Line 1 Salaries and Wages

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

References:

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

Line 2 Employee Benefits & Payroll Taxes

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

References:

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

Line 3 Total Personnel Expenses

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

Line 4 Professional Fees

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

References:

2 CFR Part 200.459
Form 990 Part IX line 11

Line 5 Supplies

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

References:
2 CFR Part 200.453
Form 990 Part IX line 13

Line 6 Telecommunication

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

References:
2 CFR Part 200.471
Form 990 Part IX line 13

Line 7 Postage and Shipping

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

References:
2 CFR Part 200.474
Form 990 Part IX line 13

Line 8 Occupancy

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

References:
2 CFR Part 200.465
Form 990 Part IX line 16

Line 9 Equipment Rental and Maintenance

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

References:
2 CFR Part 200.452
Form 990 Part IX line 13

Line 10 Printing and Publications

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

References:
- 2 CFR Part 200.461
- Form 990 Part IX line 13

Line 11 Travel

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

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

F&A Policy 08 Comprehensive State Travel Regulations.

References:
- 2 CFR Part 200.475
- Form 990 Part IX line 17

Line 12 Conference and Meetings

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

References:
- 2 CFR Part 200.432
- Form 990 Part IX line 19

Line 13 Interest

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

References:
- 2 CFR Part 200.449
- Form 990 Part IX line 20

Line 14 Insurance

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

References:
2 CFR Part 200.447
Form 990 Part IX line 23

Line 15 Grants and Awards

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

References:
2 CFR Part 200.1
Form 990 Part IX line 1

Line 16 Specific Assistance to Individuals

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

References:
2 CFR Part 200.456
Form 990 Part IX line 2

Line 17 Depreciation

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

References:
2 CFR Part 200.436
Form 990 Part IX line 22

Line 18 Other Nonpersonnel Expenses

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

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

a) Advertising:

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

References:
2 CFR Part 200.421
Form 990 Part IX line 12

b) Information Technology:

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

References:
2 CFR Part 200.1
Form 990 Part IX line 14

c) Bad Debts:

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

References:
2 CFR Part 200.426
Form 990 Part IX line 24

d) Contingency Provisions:

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

References:
2 CFR Part 200.433
Form 990 Part IX line 24

e) Fines and Penalties:

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

References:
2 CFR Part 200.441
Form 990 Part IX line 24

f) Independent Research and Development:

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

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

g) Organization Costs:

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

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

h) Rearrangement and Alteration:

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

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

i) Recruiting:

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

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

j) Taxes:

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

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

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

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

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

Line 19 Total Nonpersonnel Expenses

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

Line 20 Reimbursable Capital Purchases

Enter the organization's purchases of fixed assets. Include land, equipment, buildings, leasehold improvements, and other fixed assets.

References:

2 CFR Part 200.439

Form 990 Par X line 10a or Schedule D Part VI

Line 21 Total Direct Program Expenses

Add Line 3 Total Personnel Expenses, and Line 19 Total Non-personnel Expenses, and Line 20 Reimbursable Capital Purchases. These expenses are the summary of the direct and allocated direct program expenses that entered in Line 1 Salaries and Wages through Line 20 Reimbursable Capital Purchases.

Reference:

2 CFR Part 200.405 2 CFR Part 200.413

Form 990 Part IX, column B

Line 22 Administrative Expenses

The distribution will be made in accordance with an allocation plan approved by your cognizant state agency. Pass-through funds (Line 15 Grants and Awards) are not included when computing administrative expenses.

References:

2 CFR Part 200.414

Form 990 Part IX, Column C

Line 23 Total Direct Program and Administrative Expenses

Line 23 is the total of Line 21 Total Direct Program Expenses and Line 22 Administrative Expenses. Total Direct Program and Administrative Expenses (Line 23) Year To Date (if quarter end 3/31/2023) should agree with Total of YTD (Year To Date) Actual Expenditures Through 3/31/2023 (Column E) of the Invoice for Reimbursement.

Line 24 In-Kind Expenses

In-kind Expenses is for reporting the value of contributed resources (non-cash) applied to the program. Approval and reporting guidelines for in-kind contributions will be specified by those contracting state agencies who allow their use toward earning grant funds.

References:

2 CFR Part 200.434

Form 990 Part XI line 6

Line 25 Total Program Expenses

The sum of Line 23 Total Direct Program and Administrative Expenses and Line 24 In-kind Expenses goes on this line.

PROGRAM EXPENSE REPORT (PER) SCHEDULE A-Q1-Q4

Purpose/Scope

This template tracks expenses for all the quarters and summarizes in the Year-To-Date column. The Year-To-Date column can be linked to Year-To-Date column of the Schedule A.

Additionally, this schedule provides the Grant Budget Amount (from grant contract agreement) column and the Over/(Under) Budget Amount column which compares cumulative Year-To-Date expenses to Grant Budget Amount.

Instruction for Expenses by Object Line-Items

The instructions for expense line items are the same as Schedule A.

PROGRAM REVENUE REPORT AND RECONCILIATION BETWEEN TOTAL PROGRAM AND REIMBURSABLE EXPENSES
SCHEDULE B

Purpose/Scope

Program Revenue Report (PRR) and Reconciliation Between Total and Reimbursable Expenses, Schedule B, are intended to capture all revenue by the detailed source and reconcile total program expenses and reimbursable expenses. Each revenue column should match up with the Edison Contract Number and the Program Name from Schedule A and align with its corresponding expense column from the Schedule A. The Reconciliation of Total Program Expenses And Reimbursable Expenses, at the bottom of Schedule B, should be completed to show how Total Program Expenses (Line 51 of Schedule B or Line 25 of Schedule A) reconciles to the amount to be reimbursed.

If multiple programs exist, additional copies of the Schedule B can be used to enter all Program Revenue and Reconciliation Between Total and Reimbursable Expenses.

Additional supplemental schedules showing the Sources of Revenue in the aggregations may be attached, if needed. The contracting state agency may provide more guidance in the grant contract agreement.

Instruction for Sources of Revenue

• Reimbursable Program Funds

Line 31 Reimbursable Federal Program Funds

Enter the portion of Total Direct Program & Administrative Expenses reported on Line 23 of the Schedule A that are reimbursable from the Federal program funds.

Reference:
Form 990 Part VIII 1e

Line 32 Reimbursable State Program Funds

Enter the portion of Total Direct Program & Administrative Expenses reported on Line 23 of the Schedule A that are reimbursable from the state program funds.

Reference:
Form 990 Part VIII 1e

Line 33 Total Reimbursable Program Funds

Add Line 31 Reimbursable Federal Program Funds and Line 32 Reimbursable State Program Funds.

• Matching Revenue Funds

Note: matching requirements can be found in the grants contact agreement for the grants received from the contracting state agency.

Line 34 Other Federal Funds

Enter the matching portion (the grantee portion) of the program costs that will be covered by other Federal fund sources.

Reference:
Form 990 Part VIII 1e

Line 35 Other State Funds

Enter the matching portion (the grantee portion) of the program costs that will be covered by other State fund source.

Reference:
Form 990 Part VIII 1e

Line 36 Other Government Funds

Enter the matching portion (the grantee portion) of the program costs that will be covered by other government fund source.

Reference:
Form 990 Part VIII 1e

Line 37 Cash Contributions (Nongovernment)

Enter the matching portion (the grantee portion) of the cash contributions that were received from corporations, foundations, trusts, and individuals, United Ways, other not-for-profit organizations, and affiliated organizations. This is only applicable when the grantee has received contributions from above donors for this program and this is included as expense line-items of the Schedule A.

References:
Form 990 Part VIII 1f

Line 38 In-Kind Contributions (Equals Schedule A. Line 24)

Enter the matching portion (the grantee portion) of the direct and administrative in-kind contributions.

Approval and guidelines for valuation and reporting of in-kind contributions will be specified by those grantor agencies who allow their use toward program purposes.

References:
Form 990 Part VIII line 1f and Part XI line 6

Line 39 Program Income

Enter the matching portion (the grantee portion) of program income. For example, income from fees for services performed.

Reference:
Form 990 Part VIII line 2a to 2f

Line 40 Other Matching Revenue

Enter the matching portion of other revenues that are not included in lines 34 through 39.
References:
Form 990 Part VIII 3 through 11e

Line 41 Total Matching Revenue Funds

Add lines 34 through 40.

Line 42 Other Program Funds

Enter any other program revenues that are funded by the contracting state agency but are not reported as matching revenue funds on Line 41 Total Matching Revenue Funds. Example of this can be in-kind expenses (Line 24 of Schedule A), if any.

References:
Form 990 Part VIII 1a through 11e

Line 43 Total Revenue

Add lines 33, 41, and 42.
References:
Form 990 Part VIII 12

Instruction for Reconciliation Between Total and Reimbursable Expenses

Line 51 Total Program Expenses

This line is brought forward from Line 25 Total Program Expenses on Schedule A.

Line 52 Other Unallowable Expenses

Enter amount for Other Unallowable Expenses here. Some program expenses may not be reimbursable under certain grants. Example of this can be the in-kind expenses which is non-cash item. This will vary according to the contracting state agency and the type of grant or contract. Consult with the contracting state agency that funds the program for additional guidelines.

Line 53 Excess Administration

This line may be used to deduct allocated Administration and General expenses (indirect costs) in excess of the allowable percentage specified in the grant contract agreement or the indirect cost rate that is approved by the cognizant State agency. This line may also be used to deduct an adjustment resulting from limitations on certain components of Administration and General expenses. Consult with the contracting state agency that funds the program for additional guidelines.

Line 54 Matching Expenses

Total program expenses should be deducted from matching (cost sharing) expenses required by the program compliance. This portion can be a specified as an amount or percentage to match the federal award. Program income (e.g., user fees or rental of real property) can be deducted from matching portion.

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

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

Line 56 Total Reimbursement To Date

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

Line 57 Difference (Line 55 minus Line 56)

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

Line 58 Advances

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

Line 59 This Reimbursement (Line 57 minus 58)

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

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

Purpose/Scope

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

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

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

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

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

TOTAL EXPENSE SUMMARY REPORT
Schedule C

Purpose/Scope

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

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

Instruction for Expenses by Object Line-Items

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

Instruction for Columns

Total Direct Program Expenses Column

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

Total Nongrant/Unallowable Expenses Column

The nongrant/unallowable expense column includes the following expenses:

I. The cumulative year-to-date expenses for all other programs that are not funded by the contracting state agency/agencies.

II. The cumulative year-to-date expenses for fund-raising activities, if any.

III. Other cumulative year-to-date expenses that are not allowable for reimbursement according to the terms of the grants or the Federal guidance.

Total Administrative Expenses Column

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

Grand Total Column

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

STATE OF TENNESSEE
PROGRAM EXPENSE REPORT

Schedule A | **Page # of # Pages:**

Contractor/Grantee Name: | **Report Period:**

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

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

STATE OF TENNESSEE
PROGRAM EXPENSE REPORT

Schedule A-Q1-Q4 | **Page # of # Pages:**

Contractor/Grantee Name: | **Report Period:**

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

Line Item #	Expense By Object	1 Quarter	2 Quarter	3 Quarter	4 Quarter	Year To Date	Grant Budget Amount (From Contract Agreement)	Over/(Under) Budget Amount
1	Salaries and Wages					0.00		0.00
2	Employee Benefits & Payroll Taxes					0.00		0.00
3	**Total Personnel Expenses**	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4	Professional Fees					0.00		0.00
5	Supplies					0.00		0.00
6	Telecommunication					0.00		0.00
7	Postage and Shipping					0.00		0.00
8	Occupancy					0.00		0.00
9	Equipment Rental and Maintenance					0.00		0.00
10	Printing and Publications					0.00		0.00
11	Travel					0.00		0.00
12	Conferences and Meetings					0.00		0.00
13	Interest					0.00		0.00
14	Insurance					0.00		0.00
15	Grants and Awards					0.00		0.00
16	Specific Assistance to Individuals					0.00		0.00
17	Depreciation					0.00		0.00
18	Other Non-personnel Expenses: (list details in a-d)							0
	a					0.00		0.00
	b					0.00		0.00
	c					0.00		0.00
	d					0.00		0.00
19	**Total Non-personnel Expenses**	0.00	0.00	0.00	0.00	0.00	0.00	0.00
20	Reimbursable Capital Purchases					0.00		0.00
21	**Total Direct Program Expenses**	0.00	0.00	0.00	0.00	0.00	0.00	0.00
22	Administrative Expenses					0.00		0.00
23	**Total Direct and Administrative Expenses**	0.00	0.00	0.00	0.00	0.00	0.00	0.00
24	In-Kind Expenses					0.00		0.00
25	**Total Program Expenses**	0.00	0.00	0.00	0.00	0.00	0.00	0.00

STATE OF TENNESSEE
NONGRANT/UNALLOWABLE EXPENSE REPORT

Schedule A-1 **Page # of # Pages:**

Contractor/Grantee Name: **Report Period:**

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

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

STATE OF TENNESSEE
NONGRANT/UNALLOWABLE EXPENSE REPORT

Schedule A-1-Q1-Q4 **Page # of # Pages:**

Contractor/Grantee Name: **Report Period:**

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

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

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

Schedule B **Page # of # Pages:**

Contractor/Grantee Name: **Report Period:**

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

Line Item #	Sources Of Revenue	Quarter To Date	Year To Date	Quarter To Date	Year To Date
	Reimbursable Program Funds:				
31	Reimbursable Federal Program Funds (Line 23)				
32	Reimbursable State Program Funds (Line 23)				
33	**Total Reimbursable Program Funds (equals line 55)**	0.00	0.00	0.00	0.00
	Matching Revenue Funds:				
34	Other Federal Funds				
35	Other State Funds				
36	Other Government Funds				
37	Cash Contributions (non-government)				
38	In-Kind Contributions (equals line 24)	0.00	0.00	0.00	0.00
39	Program Income				
40	Other Matching Revenue				
41	**Total Matching Revenue Funds (lines 34 - 40)**	0.00	0.00	0.00	0.00
42	Other Program Funds				
43	**Total Revenue (lines 33, 41, & 42)**	0.00	0.00	0.00	0.00
	Reconciliation Between Total and Reimbursable Expenses				
51	Total Program Expenses (line 25)	0.00	0.00	0.00	0.00
52	Subtract Other Unallowable Expenses (contractual)				
53	Subtract Excess Administration Expenses (contractual)				
54	Subtract Matching Expenses (equals line 41)	0.00	0.00	0.00	0.00
55	Reimbursable Expenses (line 51 minus lines 52,53,54)	0.00	0.00	0.00	0.00
56	Total Reimbursement To Date				
57	Difference (line 55 minus line 56)	0.00	0.00	0.00	0.00
58	Advances				
59	This reimbursement (line 57 minus line 58)	0.00	0.00	0.00	0.00

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

Schedule B-1 **Page # of # Pages:**

Contractor/Grantee Name: **Report Period:**

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

Line Item #	Sources Of Revenue	Quarter To Date	Year To Date	Quarter To Date	Year To Date
	Reimbursable Nongrant Funds:				
31	Reimbursable Federal Program Funds (Line 23)				
32	Reimbursable State Program Funds (Line 23)				
33	**Total Reimbursable Nongrant Funds (equals line 55)**	0.00	0.00	0.00	0.00
	Matching Revenue Funds:				
34	Other Federal Funds				
35	Other State Funds				
36	Other Government Funds				
37	Cash Contributions (non-government)				
38	In-Kind Contributions (equals line 24)	0.00	0.00	0.00	0.00
39	Program Income				
40	Other Matching Revenue				
41	**Total Matching Revenue Funds (lines 34 - 40)**	0.00	0.00	0.00	0.00
42	Other Program Funds				
43	**Total Revenue (lines 33, 41, & 42)**	0.00	0.00	0.00	0.00
	Reconciliation Between Total and Reimbursable Expenses				
51	Total Nongrant Expenses (line 25)	0.00	0.00	0.00	0.00
52	Subtract Other Unallowable Expenses (contractual)				
53	Subtract Excess Administration Expenses (contractual)				
54	Subtract Matching Expenses (equals line 41)	0.00	0.00	0.00	0.00
55	Reimbursable Expenses (line 51 minus lines 52,53,54)	0.00	0.00	0.00	0.00
56	Total Reimbursement To Date				
57	Difference (line 55 minus line 56)	0.00	0.00	0.00	0.00
58	Advances				
59	This reimbursement (line 57 minus line 58)	0.00	0.00	0.00	0.00

STATE OF TENNESSEE
TOTAL EXPENSE SUMMARY REPORT

Schedule C **Page # of # Pages:**

Contractor/Grantee Name: **Report Period:**

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

Attachment 5

Annual (Final) Report*

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

Submit one copy to:

Kathy Robinson, Children's Special Services Program Director at kathy.robinson@tn.gov**;**

fa.audit@tn.gov, TN Department of Finance and Administration

RLA-17123 **R-25-3-602**

COMMISSION (PRELIMINARY AGENDA)

Meeting Date:	03/20/2025
Requested By:	Melinda Goodman, HEALTH DEPARTMENT
Department:	HEALTH DEPARTMENT
Requires Expenditure of Funds:	YES Funded in Current Budget: NO
Appropriation Required:	NO

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, approving a contract with the Tennessee Department of Health for the provision of Access to the Vital Records Information Systems Management (VRISM) for issuance of Vital Records birth and death certificates for the period beginning April 15, 2025 and ending April 14, 2030.
(Health Department)

Attachments

Resolution
VRISM Contract

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, APPROVING A CONTRACT WITH THE TENNESSEE DEPARTMENT OF HEALTH FOR THE PROVISION OF ACCESS TO THE VITAL RECORDS INFORMATION SYSTEMS MANAGEMENT (VRISM) FOR ISSUANCE OF VITAL RECORDS BIRTH AND DEATH CERTIFICATES FOR THE PERIOD BEGINNING APRIL 15, 2025 AND ENDING APRIL 14, 2030.

RESOLUTION: R-25-3-602

REQUESTED BY: HEALTH DEPARTMENT

PREPARED BY: KNOX COUNTY LAW DIRECTOR'S OFFICE

APPROVED AS TO FORM AND CORRECTNESS:_____
DIRECTOR OF LAW

APPROVED:_____
DATE

VETOED:_____
DATE

VETO OVERRIDE:_____
DATE

MINUTE BOOK_____**PAGE**_____

WHEREAS, Knox County has received a contract from the State of Tennessee, Department of Health for the issuance of Vital Records birth and death certificates from the Vital Records Information Systems Management (VRISM); and

WHEREAS, the proposed contract allows the Knox County Health Department to issue Vital Records birth and death certificates from the Vital Records Information Systems Management (VRISM) pursuant to the terms and conditions set forth in the contract; and

WHEREAS, the contract is effective beginning on April 15, 2025 and ending on April 14, 2030.

NOW THEREFORE BE IT RESOLVED BY THE COMMISSION OF KNOX COUNTY AS FOLLOWS:

The contract with the Tennessee Department of Health for the provision of issuance of Vital Records birth and death certificates from the Vital Records Information Systems Management (VRISM) is hereby adopted and approved in substantive form as presented this date, a copy of which is attached to this Resolution and incorporated herein by reference.

BE IT FURTHER RESOLVED, the contract with the Tennessee Department of Health for the provision of issuance of Vital Records birth and death certificates from the Vital Records Information Systems Management (VRISM) shall be executed subject to such amendment or action not affecting the substantive provisions of the contract as may be required and approved by the Knox County Law Director.

BE IT FURTHER RESOLVED, that if any notifications are to be made to effectuate this Resolution, then the County Clerk is hereby requested to forward a copy of this Resolution to the proper authority.

BE IT FURTHER RESOLVED, that this Resolution is to take effect from and after its passage, as provided by the Charter of Knox County, Tennessee, the public welfare requiring it.

_____

Presiding Officer of the Commission Date

_____

County Clerk Date

Approved:_____

County Mayor Date

Vetoed:_____

County Mayor Date

CONTRACT

(state revenue contract with a federal or Tennessee local or quasi-governmental entity)

Begin Date	End Date	Agency Tracking #	Edison ID
April 15, 2025	April 14, 2030	34320-02225	

Procuring Party Legal Entity Name	Procuring Party Registration ID
Knox County Government dba Knox County Health Department	2830

Service Caption

Issuance of Vital Records birth and death certificates from the Vital Records Information Systems Management

(VRISM).

Agency Contact & Telephone #

Christa Morphew

710 James Robertson Pkwy, 1st FL

Nashville, TN 37243

615-741-0352

christa.r.morphew@tn.gov

OCR USE - RV

CONTRACT
BETWEEN THE STATE OF TENNESSEE,
TENNESSEE DEPARTMENT OF HEALTH
AND
KNOX COUNTY GOVERNMENT DBA KNOX COUNTY HEALTH DEPARTMENT

This Contract, by and between the State of Tennessee, Department of Health, hereinafter referred to as the 'State" and Knox County Government dba Knox County Health Department, hereinafter referred to as the "Procuring Party," is for the provision of issuance of Vital Records birth and death certificates from the Vital Records Information Systems Management (VRISM), as further defined in the "SCOPE OF SERVICES."

A. SCOPE OF SERVICES:

A.1. The Procuring Party shall provide all service and deliverables as required, described, and detailed herein and all service delivery timelines as specified by this contract.

A.2. Definition: For purposes of this Contract, definitions shall be as follows and as set forth in the Contract:

a.) Network Tennessee (NETTN)- a robust, private wide-area network structure that serves the diverse needs of the state's citizens, governmental entities, from the local level through all three (3) branches of state government, and educational institutions. This network allows communication across buildings, departments, and government branches.
b.) VRISM- a digital registration and management software system for State of Tennessee vital records.
c.) FileNet- an image repository where TN vital records are stored and retrieved.

A.3. Service Goals:

Allowing the Procuring Party to access VRISM for the purpose of issuing copies of birth and death certificates.

A.4. Service Recipients:

Service recipients are citizens of the local county area that are looking to obtain a copy of a birth and death certificates.

A.5. Service Description:

a) The State shall:
1. Allow the Procuring Party to access VRISM for the purpose of issuing copies of birth and death certificates.

2. Maintain VRISM in accordance with procedures established by the State.

3. Provide training and written procedures to the Procuring Party on certificate security, issuance and the operation of the VRISM application.

4. Provide training on the ordering and secure storage of the security paper.

5. Provide security paper to Procuring Party.
6. Provide help desk and support services procedures for VRISM issues during state business hours.

7. Provide security specifications for facilities, NETTN connectivity, terminals, printers, and other equipment using VRISM. The State shall perform unscheduled site visits to verify security compliance of the VRISM database and security paper procedures.

b.) The Procuring Party shall:

1. Maintain the confidentiality of the information received as provided in the Tenn. Code Ann.68-3-206.

2. Access VRISM and issue copies of the Tennessee birth and death certificates solely in the conduct of its official duties at Knox County Government dba Knox County Health Department.

3. Abide by all procedures and rules for certificate security and issuance and for the operation of VRISM outlined by the State.

4. Monthly, a listing shall be provided to Vital Records which details the number of the first and additional copies of birth and death certificates and voided certificates issued from the VRISM database.

5. Limit access to VRISM to those employees who have successfully completed the system user agreement and training.

6. Always provide security for the equipment used to access VRISM and for the security paper used to provide certified copies of birth and death vital records.

7. Be responsible for expenses necessary for NETTN connectivity, terminals, printers, and other equipment, and secure facilities for the equipment and connectivity connection(s) according to State Specifications.

8. Provie written procedures that detail security specifications compliance as defined in Contract section A.5.(a)(7).

9. Provide all technical support services for the connectivity and equipment. The State agency through which the NETTN connectivity is primarily established is the first point of contact for trouble shooting connectivity issues. The primary support shall transfer all non-connectivity issues, VRISM issues, to the Tennessee Division of Vital Records & Statistics.

A.6. Service Reporting:

Compensation to the State shall be made monthly based upon a listing provided by the Procuring Party which will detail the number of first and additional copies of certificates minus voided certificates from VRISM.

A.7. Service Deliverables:

Deliverables	Contract Section	Delivery Date	Due to Whom?	Requested Format
Allow Procuring Party to access VRISM for the purpose of issuing Tennessee	A.5.a.(1)	Ongoing	Procuring Party	Electronic

birth and death certificates				
Maintain VRISM in accordance with procedures established by the State.	A.5.a.(2)	Ongoing	Procuring Party	Electronic
Provide training and written procedures to the Procuring Party on certificate security and issuance and on the operation of VRISM	A.5.a.(3)	Ongoing	Procuring Party	In person, video conferencing or via an instruction manual
Provide training on the ordering and secure storage of security paper	A.5.a.(4)	At the Effective Date	Procuring Party	In person, video conferencing or via an instruction manual
Provide certificate security paper to Procuring Party.	A.5.a.(5)	Ongoing	Procuring Party	In person, video conferencing or via an instruction manual
Provide support services procedures for VRISM issues	A.5.a.(6)	Ongoing	Procuring Party	To be Determined
Provide security specifications for facilities, **NETTN** connectivity, terminals, printers, and other equipment using **VRISM.** The State shall perform unscheduled site visits to verify security compliance.	A.5.a.(7)	At the beginning of the contract and then ongoing	Procuring Party/State	To be Determined
Maintain the confidentiality of the information received as provided in Tenn. Code Ann. 68-3-206	A.5.b.(1)	Ongoing	Procuring Party/State	Internal security procedures from the Procuring Party
Access VRISM and issue copies of birth and death certificates solely in the conduct of its official duties at Knox County Government dba Knox County Health Department.	A.5.b.(2)	Ongoing	Customers requesting birth and death vital records certificates in Davidson County.	Sequentially numbered security paper.

Abide by all procedures and rules for certificate security and issuance and for the operation of VRISM outlined by the State	A.5.b.(3)	Ongoing	Procuring Party/State	Internal security procedures
Limited access to VRISM to those employees who have successfully completed the system user agreement and training.	A.5.b.(4)	Ongoing	Procuring Party/State	Internal security procedures from the Procuring Party
Provide security at all times for the equipment used for VRISM and for the security paper used to provide certified copies of TN birth and death records. with VRISM. Weekly, a listing shall be provided to the State which details the number of the first and additional copies of certificates and voided certificates issued from the application.	A.5.b.(5)	Ongoing	Procuring Party/State	Internal security procedures from the Procuring Party
Monthly, a listing shall be provided to the Department which details the number of the first and additional copies of birth and death certificates and voided certificates issued from the VRISM database.	A.5.b.(6)	Ongoing	State	Via Information Technology Services
Be responsible for expenses necessary NETTN connectivity, terminals, printers, and other equipment, and secure facilities for the equipment and connectivity connection(s)	A.5.b.(7)	Ongoing	State	Via Information Technology Services

according to State specifications.				
Provide written procedures that detail security specifications compliance as defined in Contract section A.5.(a).7.	A.5.b.(8)	At the Effective Date and ongoing	State	Word format in electronic form and booklet form
Provide all technical support services for the connectivity and equipment. The State agency through which the NETTN connectivity is primarily established is the first point of contact for trouble shooting connectivity issues. The primary support shall transfer all non-connectivity issues, VRISM issues, to the State Office of Vital Records	A.5.b.(9)	Ongoing	State	Via Information Technology Services

B. TERM OF CONTRACT:

This Contract shall be effective on April 15, 2025 ("Effective Date") and extend for a period of Sixty (60) months after the Effective Date ("Term"). The State shall have no obligation for goods or services provided by the Contractor prior to the Effective Date. This Contract may not be extended or renewed.

C. PAYMENT TERMS AND CONDITIONS:

C.1. The Procuring Party shall retain $6.50 for the search and copy or copies of all certificates that are issued. The Procuring Party shall compensate the State $8.50 of fees collected for the search and copy or copies of all certificates that are issued. The current fees to be collected are designated in the Rules of the Tennessee Department of Health, Chapter 1200-7-1-.13, Fees for Copies and Searches.

C.2 Compensation to the State shall be made monthly based upon a listing provided by the State which will detail the number of first and additional copies of certificates minus voided certificates issued from the database.

C.3 The compensation to the State as described in Section C is for the duration of the Contract and is not subject to escalation for any reason, unless amended.

D. STANDARD TERMS AND CONDITIONS:

D.1. Required Approvals. The State is not bound by this Contract 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).

D.2. Modification and Amendment. This Contract may be modified only by a written amendment signed by all parties hereto and approved by both the officials who approved the base contract and, depending upon the specifics of the 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 Contract may be terminated by either party by giving written notice to the other, at least thirty (30) days before the effective date of termination. Said termination shall not be deemed a Breach of Contract by the State. Should the State exercise this provision, the State shall have no liability to the Procuring Party. Should either the State or the Procuring Party exercise this provision, the Procuring Party shall be required to compensate the State for satisfactory, authorized services completed as of the termination date and shall have no liability to the State except for those units of service which can be effectively used by the Procuring Party. The final decision, as to what these units of service are, shall be determined by the State. In the event of disagreement, the Procuring Party may file a claim with the Tennessee Claims Commission in order to seek redress.

Upon such termination, the Procuring Party shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

D.4. Termination for Cause. If either party fails to properly perform or fulfill its obligations under this Contract in a timely or proper manner or violates any terms of this Contract, the other party shall have the right to immediately terminate the Contract. The Procuring Party shall compensate the State for completed services.

D.5. Subcontracting. Neither the Procuring Party nor the State shall assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the other. If such subcontracts are approved, they shall contain, at a minimum, sections of this Contract below pertaining to "Conflicts of Interest," "Nondiscrimination," and “Records” (as identified by the section headings).

D.6. Conflicts of Interest. The Procuring Party warrants that no 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 Procuring Party in connection with any work contemplated or performed relative to this Contract other than as required by section A. of this Contract.

D.7. Nondiscrimination. The State and the Procuring Party hereby agree, warrant, and assure that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the State or the Procuring Party 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.

D.8. Records. The Procuring Party shall maintain documentation for its transactions with the State under this Contract. The books, records, and documents of the Procuring Party, insofar as they relate to work performed or money paid under this Contract, shall be maintained for a period of five (5) full years from the final date of this Contract and shall be subject to audit, at any reasonable time and upon reasonable notice, by the state agency, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.

D.9. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.

D.10. Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create a employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

D.11. State Liability. The State shall have no liability except as specifically provided in this Contract.

D.12. Force Majeure. The obligations of the parties to this Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, natural disasters, riots, wars, epidemics, or any other similar cause.

D.13. State and Federal Compliance. The Procuring Party and the State shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.

D.14. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Procuring Party 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 Contract. The Procuring Party acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under *Tennessee Code Annotated*, Sections 9-8-101 through 9-8-407.

D.15. Completeness. This Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.

D.16. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.

D.17. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.

D.18. 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 Contractor by the State or acquired by the Contractor 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 Contractor to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Contractor 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. Contractor 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 Contract.

E. SPECIAL TERMS AND CONDITIONS:

E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, these special terms and conditions shall control.

E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by certified, first-class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by EMAIL or facsimile transmission with recipient confirmation. Any such communications, regardless of method of transmission, shall be addressed to the respective party at the appropriate mailing address, facsimile number, or EMAIL address as set forth below or to that of such other party or address, as may be hereafter specified by written notice.

The State:

Edward G. Bishop
Tennessee Department of Health
Division of Vital Records & Statistics
710 James Robertson Parkway
1st Floor, Andrew Johnson Tower
Nashville, TN 37243
Gray.Bishop@tn.gov
Telephone # 615-532-2600

The Procuring Party:

Kevin Parton, Senior Director
Knox County Health Department
140 Dameron Avenue
Knoxville, Tennessee 37917
kevin.parton@knoxcounty.org
Telephone # 865-215-5273

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

E.3. State Furnished Property. The Procuring Party shall be responsible for the correct use, maintenance, and protection of all articles of nonexpendable, tangible, personal property furnished by the State for the Procuring Party's temporary use under this Contract. Upon termination of this Contract, all property furnished shall be returned to the State in good order and condition as when received, reasonable use and wear thereof excepted. Should the property be destroyed, lost, or stolen, the Procuring Party shall be responsible to the State for the residual value of the property at the time of loss.

E.4. Personally Identifiable Information. While performing its obligations under this Contract, Contractor may have access to Personally Identifiable Information held by the State ("PII"). For the purposes of this Contract, "PII" includes "Nonpublic Personal Information" as that term is defined in Title V of the Gramm-Leach-Bliley Act of 1999 or any successor federal statute, and the rules and regulations thereunder, all as may be amended or supplemented from time to time ("GLBA") and personally identifiable information and other data protected under any other applicable laws, rule or regulation of any jurisdiction relating to disclosure or use of personal information ("Privacy Laws"). Contractor agrees it shall not do or omit to do anything which would cause the State to be in breach of any Privacy Laws. Contractor shall, and shall cause its employees, agents and representatives to: (i) keep PII confidential and may use and disclose PII only as necessary to carry out those specific aspects of the purpose for which the PII was disclosed to Contractor and in accordance with this Contract, GLBA and Privacy Laws; and (ii) implement and maintain appropriate technical and organizational measures regarding information security to: (A) ensure the security and confidentiality of PII; (B) protect against any threats or hazards to the security or integrity of PII; and (C) prevent unauthorized access to or use of PII. Contractor shall immediately notify State: (1) of any disclosure or use of any PII by Contractor or any of its employees, agents and representatives in breach of this Contract; and (2) of any disclosure of any PII to Contractor or its employees, agents and representatives where the purpose of such disclosure is not known to Contractor or its employees, agents and representatives. The State reserves the right to review Contractor's policies and procedures used to maintain the security and confidentiality of PII and Contractor shall, and cause its employees, agents and representatives to, comply with all reasonable requests or directions from the State to enable the State to verify or ensure that Contractor is in full compliance with its obligations under this Contract in relation to PII. Upon termination or expiration of the Contract or at the State's direction at any time in its sole discretion, whichever is earlier, Contractor shall immediately return to the State any and all PII which it has received under this Contract and shall destroy all records of such PII.

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

E.5. The Procuring Party agrees that this Contract could be amended as the State of Tennessee continues to bring on board the VRISM software. This amendment could modify service cost to the Procuring Party in order to allow the State of Tennessee to absorb some start up and maintenance cost for the VRISM system.

E.6. The Contractor shall ensure that all State Data is housed in the continental United States, inclusive of backup data. All State data must remain in the United States, regardless of whether the data is processed, stored, in-transit, or at rest. Access to State data shall be limited to US-based (onshore) resources only.

All system and application administration must be performed in the continental United States. Configuration or development of software and code is permitted outside of the United States. However, software applications designed, developed, manufactured, or supplied by persons owned or controlled by, or subject to the jurisdiction or direction of, a foreign adversary, which the U.S. Secretary of Commerce acting pursuant to 15 CFR 7 has defined to include the People's

Republic of China, among others are prohibited. Any testing of code outside of the United States must use fake data. A copy of production data may not be transmitted or used outside the United States.

E.7. Contractor Hosted Services Confidential Data, Audit, and Other Requirements

a. "Confidential State Data" is defined as data deemed confidential by State or Federal statute or regulation. The Contractor shall protect Confidential State Data as follows:

(1) The Contractor shall ensure that all Confidential State Data is housed in the continental United States, inclusive of backup data.

(2) The Contractor shall encrypt Confidential State Data at rest and in transit using the current version of Federal Information Processing Standard ("FIPS") 140-2 validated encryption technologies.

(3) The Contractor shall implement and maintain privacy and security controls that follow the guidelines set forth in the most current version of NIST 800-171, "Protecting Controlled Unclassified Information in Nonfederal Systems and Organizations," with the State to review the implementation of this Section. The State must have proof of compliance with NIST 800-171 in the form of a third-party audit at a minimum every two years or upon request.

(4) The Contractor must annually perform Penetration Tests and Vulnerability Assessments against its Processing Environment. "Processing Environment" shall mean the combination of software and hardware on which the Application runs. "Application" shall mean the computer code that supports and accomplishes the State's requirements as set forth in this Contract. "Penetration Tests" shall be in the form of attacks on Contractor's computer system, with the purpose of discovering security weaknesses which have the potential to gain access to the Processing Environment's features and data. The "Vulnerability Assessment" shall be designed and executed to define, identify, and classify the security holes (vulnerabilities) in the Processing Environment. The Contractor must provide a letter of attestation that includes a penetration testing and vulnerability assessments report that outlines risk exposure of the critical, high, and moderate risks and how they were mitigated, within 30 days of receiving the results.

(5) Upon State request, the Contractor shall provide a copy of all Confidential State Data it holds. The Contractor shall provide such data on media and in a format determined by the State

(6) Upon termination of this Contract and in consultation with the State, the Contractor shall destroy all Confidential State Data it holds (including any copies such as backups) in accordance with the current version of National Institute of Standards and Technology ("NIST") Special Publication 800-88. The Contractor shall provide a written confirmation of destruction to the State within ten (10) business days after destruction.

b. Minimum Requirements

(1) The Contractor and all data centers used by Contractor to host State data, including those of all subcontractors, must comply with the most current version of NIST 800-171, "Protecting Controlled Unclassified Information in Nonfederal

Systems and Organizations," with the State to review the implementation of this Section. The State must have proof of compliance with NIST 800-171 in the form of a third-party audit at a minimum every two years or upon request. Knox County Information Security Management Policy is attached as Attachment #1.

(2) The Contractor agrees to maintain the Application so that it will run on a current, manufacturer-supported Operating System. "Operating System" shall mean the software that supports a computer's basic functions, such as scheduling tasks, executing applications, and controlling peripherals.

(3) If the Application requires middleware or database software, Contractor shall maintain middleware and database software versions that are at all times fully compatible with current versions of the Operating System and Application to ensure that security vulnerabilities are not introduced.

c. Comptroller Audit Requirements

Upon reasonable notice and at any reasonable time, the Contractor and subcontractor(s) agree to allow the State, the Comptroller of the Treasury, or their duly appointed representatives to perform information technology control audits of the Contractor and all subcontractors used by the Contractor. Contractor will maintain and cause its subcontractors to maintain a complete audit trail of all transactions and activities in connection with this Grant Contract. Contractor will provide to the State, the Comptroller of the Treasury, or their duly appointed representatives access to Contractor and subcontractor(s) personnel for the purpose of performing the information technology control audit.

The information technology control audit may include a review of general controls and application controls. General controls are the policies and procedures that apply to all or a large segment of the Contractor's or subcontractor's information systems and applications and include controls over security management, access controls, configuration management, segregation of duties, and contingency planning. Application controls are directly related to the application and help ensure that transactions are complete, accurate, valid, confidential, and available. The audit shall include the Contractor's and subcontractor's compliance with Knox County Information Security Management Policy, which complies with NIST 800-171, and all applicable requirements, laws, regulations or policies.

The audit may include interviews with technical and management personnel, physical inspection of controls, and review of paper or electronic documentation.

For any audit issues identified, the Contractor and subcontractor(s) shall provide a corrective action plan to the State within 30 days from the Contractor or subcontractor receiving the audit report.

Each party shall bear its own expenses incurred while conducting the information technology controls audit.

d. Business Continuity Requirements. The Contractor shall maintain set(s) of documents, instructions, and procedures which enable the Contractor to respond to accidents, disasters, emergencies, or threats without any stoppage or hindrance in its key operations ("Business Continuity Requirements"). Business Continuity Requirements shall include:

(1) "Disaster Recovery Capabilities" refer to the actions the Contractor takes to meet the Recovery Point and Recovery Time Objectives defined below. Disaster Recovery Capabilities shall meet the following objectives:

i. Recovery Point Objective ("RPO"). The RPO is defined as the maximum targeted period in which data might be lost from an IT service due to a major incident: 1 hour

ii. Recovery Time Objective ("RTO"). The RTO is defined as the targeted duration of time and a service level within which a business process must be restored after a disaster (or disruption) in order to avoid unacceptable consequences associated with a break in business continuity: 24 hours

(2) The Contractor and the subcontractor(s) shall perform at least one Disaster Recovery Test every three hundred sixty-five (365) days. A "Disaster Recovery Test" shall mean the process of verifying the success of the restoration procedures that are executed after a critical IT failure or disruption occurs. The Disaster Recovery Test shall use actual State Data Sets that mirror production data, and success shall be defined as the Contractor verifying that the Contractor can meet the State's RPO and RTO requirements. A "Data Set" is defined as a collection of related sets of information that is composed of separate elements but can be manipulated as a unit by a computer. The Contractor shall provide written confirmation to the State after each Disaster Recover Test that its Disaster Recovery Capabilities meet the RPO and RTO requirements.

IN WITNESS WHEREOF, the parties have by their duly authorized representatives set their signatures.

THE GOVERNMENT OF KNOX COUNTY dba KNOX COUNTY HEALTH DEPARTMENT

Glenn Jacobs, County Mayor	**DATE**
KNOX COUNTY HEALTH DEPARTMENT	

Kevin Parton, Senior Director	**DATE**
APPROVED AS TO FORM: CONTRACT #	

Jessica Jernigan-Johnson, Deputy Law Director	**DATE**

DEPARTMENT OF HEALTH

RALPH ALVARADO, MD, FACP, COMMISSIONER **DATE**

RLA-17140 **R-25-3-701**

COMMISSION (PRELIMINARY AGENDA)

Meeting Date: 03/20/2025

Requested By: Drucilla Stills, COUNTY COMMISSION

Department: PARKS AND RECREATION

Requires Expenditure of Funds: Funded in Current Budget:

Appropriation Required:

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, approving a contract with Wright Contracting, Inc. for Fishing Pier upgrades to the Concord Park Fishing Piers in the amount of $384,000.00.
(Parks and Recreation)

Attachments

Resolution

Contract

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, APPROVING A CONTRACT WITH WRIGHT CONTRACTING, INC. FOR FISHING PIER UPGRADES TO THE CONCORD PARK FISHING PIERS IN THE AMOUNT OF $384,000.00.

RESOLUTION: R-25-3-701

REQUESTED BY: PARKS & RECREATION

PREPARED BY: KNOX COUNTY LAW DIRECTOR'S OFFICE

APPROVED AS TO FORM AND CORRECTNESS:_____
DIRECTOR OF LAW

APPROVED:_____
DATE

VETOED:_____
DATE

VETO OVERRIDE:_____
DATE

MINUTE BOOK_____**PAGE**_____

WHEREAS, Knox County desires to have a contractor upgrade the fishing piers at Concord Park; and

WHEREAS, the Knox County Procurement Division conducted a competitive bid process for this purpose and it has been determined that Wright Contracting, Inc. submitted the bid that is most responsible and responsive and best conforms to the specifications and needs of Knox County; and

WHEREAS, the proposed contract with Wright Contracting, Inc. is in the amount of $384,000.00 and is effective beginning on April 1, 2025 and ends upon project completion; and

WHEREAS, Wright Contracting, Inc. has the necessary qualifications to provide the services for Knox County.

NOW THEREFORE BE IT RESOLVED BY THE COMMISSION OF KNOX COUNTY AS FOLLOWS:

The contract with Wright Contracting, Inc. for the provision of Fishing Pier upgrades to the Concord Park Fishing Piers is hereby adopted and approved in substantive form as presented this date, a copy of which is attached to this Resolution and incorporated herein by reference.

BE IT FURTHER RESOLVED, the contract with Wright Contracting, Inc. for the provision of Fishing Pier upgrades to the Concord Park Fishing Piers shall be executed subject to such amendment or action not affecting the substantive provisions of the contract as may be required and approved by the Knox County Law Director.

BE IT FURTHER RESOLVED, that if any notifications are to be made to effectuate this Resolution, then the County Clerk is hereby requested to forward a copy of this Resolution to the proper authority.

BE IT FURTHER RESOLVED, that this Resolution is to take effect from and after its passage, as provided by the Charter of Knox County, Tennessee, the public welfare requiring it.

_____

Presiding Officer of the Commission Date

_____

County Clerk Date

Approved:_____

County Mayor Date

Vetoed:_____

County Mayor Date

Knox County Government

and

Wright Contracting, Inc.

This Contract, made and entered into between the Knox County Government, hereinafter referred to as the "County" and Wright Contracting, Inc., hereinafter referred to as "Contractor".

Whereas, the County requested bids for a Fishing Pier for Knox County Government (Invitation for Bid #3618) and;

Whereas, Contractor submitted a bid in accordance with said requested specifications, the response of which is the most responsible and responsive bid meeting specifications accepted by the County;

Whereas, Contractor agrees and undertakes to provide said services for the County, as set forth in the Invitation for Bid, and at the price quoted for said services by Contractor. Further, in accordance with the lawful directions of the County, the Contractor agrees in all respects, to be governed by the Invitation for Bid specifications and the Contractor's bid and response.

Now, therefore in consideration of mutual covenants and promises contained herein, the parties hereto wish to enter into this Contract to set forth their respective rights and obligations and do mutually agree that;

Witnesseth:

1. Terms of this Contract. This Contract commences on the 1st day of April 2025 and ends upon project completion. The County reserves the right to purchase these goods/services from other sources if the need arises. The County reserves the right to revoke the award if a pattern of unavailability arises with the Contractor.

2. Payment. The County shall pay Contractor the amount as agreed upon in the County's Invitation for Bid for Fishing Pier per the Contractor's response to Invitation for Bid #3618;

Payment 1: 25% of total cost upon Contract execution	$96,000
Payment 2: 25% of total cost upon demolition and removal of existing piers	$96,000
Payment 3: 25% of total cost upon written acceptance of completion of installation	$96,000
Payment 4: 25% of total cost upon final inspection, testing and written acceptance of the project by the County	$96,000

pursuant to all payments being subject to the County's review and approval. The Contractor shall receive, upon the need of the County, written notification to proceed. The Contractor shall pursue all work diligently until completion as directed by the County. Per Invitation for Bid #3618, a minimum of thirty (30) days is required for processing of payment.

3. Invoicing and reporting requirements. Contractor shall invoice the County for Fishing Pier pursuant to Invitation for Bid #3618.

4. Termination. The County may terminate this Contract with or without cause, upon written notice of not less than thirty (30) days. Upon termination, the County will pay for services satisfactorily completed but not yet invoiced. Contractor shall not perform additional work without the expressed written permission of the County.

Should the Contractor fail to provide the Fishing Pier detailed herein, the County will communicate the problem(s) to the Contractor both verbally and in writing and keep a written record as to what the problem(s) are and when the Contractor was contacted. The Contractor shall rectify the problem within a reasonable period of time. If the same or other problems persist or reoccur, the County may terminate the Contract.

In the event Contractor intends to interrupt or discontinue service under this Contract, Contractor agrees to give the County at least 120 day advance written notice of said interruption or discontinuance of service prior to interrupting or discontinuing same. Any interruption or discontinuance of service without said advance notice shall constitute a material breach of this Contract.

5. Appropriations. In the event no funds are appropriated by the County for the Fishing Pier in any fiscal year or insufficient funds exist to provide the services, then the Contract shall expire upon the expenditure of previously appropriated funds or the end of the current fiscal year, whichever occurs first, with no further obligations owed to or by either party.

6. Independent contractor. Contractor acknowledges that Contractor and employees serve as independent contractors and that the County shall not be in any manner responsible for any payment, insurance, or incurred liability.

7. Compliance with all federal, state, and municipal laws. Contractor is assumed to be familiar with and agrees to observe and comply with all federal, state, and local laws, statutes, ordinances, and regulations in any manner affecting the provision of the Fishing Pier, and all instructions and prohibitive orders issued regarding this work and shall obtain all necessary permits.

8. Severability clause. If any provision of this Contract is declared illegal, void, or unenforceable the remaining provisions shall not be affected but shall remain in force and in effect.

9. Prohibition against assignment. Contractor shall not assign this Contract to any party, company, partnership, incorporation, or person without prior specific written consent of the County.

10. This Contract shall be exclusively construed, governed, and controlled by the Laws of the State of Tennessee without regard to principles of law, including conflicts of law, of any other jurisdiction, territory, country, and/or province. Any dispute arising out of or relating to this agreement shall exclusively be brought in the Chancery Court or the Circuit Court of Knox County, Tennessee. Each party consents to personal jurisdiction thereto and waives any defenses based on personal jurisdiction, venue and inconvenient forum.

11. Right to inspect. The County reserves the right to make periodic inspections of the manner and means the services are performed.

12. Nondiscrimination and non-conflict statements. Contractor agrees that no person on the grounds of handicap, age, race, color, religion, sex, national origin, or any individual trait or characteristic found to be an illegal consideration shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract, or in the employment practices of Contractor. Contractor shall, upon request, show proof of such non-discrimination, and shall post in conspicuous places available to all employees and applicants notices of non-discrimination.

13. Books and records. Contractor shall maintain all books, documents, accounting records and other evidence pertaining to the service under this Contract and make such materials available at their offices at all reasonable times during the contract period and for three (3) years from the date of the final payment under the Contract for inspection by the County or by any other governmental entity or agency participating in the funding of this Contract, or any authorized agents thereof; copies of said records to be furnished if requested. Such records shall not include those books, documents and accounting records that represent the Contractor's costs of manufacturing, acquiring or delivering the products and services governed by this Contract.

14. Contractor shall indemnify**,** defend, save and hold harmless, County, its officers, agents and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the Contract by Contractor, its subcontractors, agents or employees or due to any negligent act, occurrence, omission, commission of Contractor, its subcontractors, agents, or employees.

15. Delivery. Contractor shall render the Fishing Pier for the County in accordance with Invitation for Bid #3618.

16. Tax Compliance. Pursuant to Resolution R-07-1-903 passed by the Commission of Knox County, Tennessee, Contractor hereby acknowledges, by submission of its bid and signature that it is current in its respective Federal, State, County, and City taxes of whatever kind or nature and is not delinquent in any way. Delinquent status must be disclosed or risk debarment by the Knox County Purchasing Division.

17. Limitations of liability. In no event shall the County be liable for any indirect, incidental, consequential, special or exemplary damages or lost profits, even if the County has been advised of the possibility of such damages

18. Liquidated Damages: As negotiated, in the event that the vendor fails to maintain reasonable conformance to the project schedule mutually agreed to by the County and the vendor by reasons of dereliction, mismanagement, nonperformance, lack of due diligence, or failure to conform to technical requirements and specifications, then the County will assess a penalty of $100 per calendar day as liquidated damages until such time as the deficiency has been corrected to the satisfaction of the County. Liquidated damages, if assessed, will be in addition to any other claim, remedy, or recovery to which the County may be entitled. For the purpose of this project, nonperformance will be defined to mean any delay that will extend the overall project schedule by more than ten (10) calendar days beyond the timeline submitted in your response to complete the project from receipt of a notice to proceed.

19. Contract documents. It is mutually agreed by both parties that the following documents are made part of this Contract and are incorporated herein by reference:

A. Invitation for Bid #3618
B. Contractor's Response to Invitation for Bid #3618

It is agreed that this Contract, represents the **entire Contract** between the parties and no prior representations, promises, and agreements, oral or otherwise, not embodied herein, shall be of any force or effect.

In witness whereof, the parties hereto have caused this Contract to be executed in one original copy on the day and year first above written.

KNOX COUNTY GOVERNMENT

_____	**GLENN JACOBS**
MAYOR – Signature	**MAYOR**

Date: _____

KNOX COUNTY LAW DIRECTOR'S OFFICE

CONTRACT NO._____	**KNOX COUNTY, TENNESSEE**
APPROVED AS TO LEGAL FORM	
_____	_____
LAW DIRECTOR – Signature	**LAW DIRECTOR – Printed Name**

Date:_____

VENDOR

_____	_____
AUTHORIZED SIGNATURE	**VENDOR – Printed Name**

WRIGHT CONTRACTING INC.
COMPANY NAME (VENDOR)

Date:_____

OFFICE OF COUNTY MAYOR GLENN JACOBS

Procurement Division, 1000 N. Central Street, Suite 100, Knoxville, TN 37917

ADDENDUM I
INVITATION FOR BID 3618
FISHING PIER

ADDENDUM DATE: **January 15, 2025**

BUYER: **Jay Garrison, CPPO, CPPB**

ORIGINAL OPENING DATE: **January 22, 2025 at 2:00 PM**

THE FOLLOWING IS FOR CLARIFICATION:

QUESTION 1: Can the walkway out to the dock be fixed (piling foundation) and then have a ramp going down to a floating dock at the end? I believe it will be a much better design than having a 80' gangway like shown in initial design.

ANSWER 1: Yes, as long as it still meets ADA requirements

QUESTION 2: Will there be any permit fees required? If so, what should we budget?

ANSWER 2: There will be permits needed, the 26A from TVA, which we have already applied for.

QUESTION 3: Please verify that the other 2 piers are included in this proposal to be demo'ed.

ANSWER 3: Correct. Demolition will be for all three (3) piers.

QUESTION 4: On sheet 10 - 4.3 it calls for bidders to provide detailed drawings and anchorage, this is meant to price accordingly but no plans on bid day, correct.

ANSWER 4: Bidders shall submit a copy of the drawings with their bid.

End of addendum.

Jay Garrison, CPPO, CPPB
Procurement Coordinator

The Procurement Division of Knox County, Tennessee will receive sealed bids for the provision of a **Fishing Pier** as specified herein. Bids must be received by **2:00 p.m. on January 22, 2025.** Late bids will be neither considered nor returned.

Deliver Bids To:
Bid Number 3618
Knox County Procurement Division
Suite 100, 1000 North Central Street
Knoxville, Tennessee 37917

The Bid Envelope must show the Company Name, Bid Number, Bid Name and Bid Opening Date.

SECTION I GENERAL TERMS AND CONDITIONS

1.1 **ADDITIONAL INFORMATION:** Knox County wants requests for additional information routed to Jay Garrison, CPPO, CPPB, Procurement Coordinator, at 865.215.5767 or emailed to jay.garrison@knoxcounty.org. If you have not heard from the Buyer in a reasonable amount of time, please call for further assistance Information about the Knox County Procurement Division and current bids may be obtained on the internet at www.knoxcounty.org/procurement.

1.2 **ACCEPTANCE:** Bidders shall hold all pricing proposed firm and subject to acceptance by Knox County for a period of ninety (90) business days from the date of the bid opening, unless otherwise indicated in their bid.

1.3 **ALTERNATIVE BIDS:** Knox County will not accept alternate bids (those not equal to specifications) unless authorized by the Invitation for Bid (IFB).

1.4 **AUDIT HOTLINE:** Knox County has established an Audit Hotline to report potential fraud and waste. To report potential fraud, waste or abuse, you can file a report online by accessing https://www.knoxcounty.org/audit/hotline.php. **Vendors are hereby cautioned that this Audit Hotline does not replace the Award Protest Procedures found in Section VI, Item M of the Knox County Procurement Regulations.**

1.5 **AWARD:** Award will be made to the most responsive, responsible bidders(s) meeting specifications, and which presents the product and/or service that is in the best interest of Knox County. Knox County also reserves the right to not award this bid. Award will be made in accordance with the evaluation criteria specified herein.

1.6 **BID DELIVERY:** Knox County requires Bidders, when hand delivering bids, to time and date stamp the envelope before depositing it in the bid box. Knox County will not be responsible for any lost or misdirected mail sent by common carrier, nor will Knox County be responsible for bids delivered to addresses or Suites other than the delivery address and Suite specified at the top of this solicitation. The time clock in the Procurement Division shall serve as the official record of time.

Solicitations must be in a sealed envelope/box prior to entering the Procurement Division office. Procurement Division personnel are not allowed to see the submittal nor assist in placing documents in an envelope/box. Additionally, the Procurement Division is not responsible for providing materials (e.g. envelopes, boxes, tape) for submittals.

1.7 **BUSINESS OUTREACH PROGRAM:** Knox County has established a Business Outreach Program which has the responsibility of increasing opportunity for small, minority and women owned businesses. This is being accomplished through community education programs, policy edification, active recruitment of interested businesses and process re-engineering. Knox County is committed to ensuring full and equitable participation for all disadvantaged businesses. Knox County welcomes submittals from those disadvantaged businesses that have an interest in providing goods and/or services listed herein. In addition, Knox County strongly encourages the inclusion of disadvantaged businesses by non-disadvantaged Contractors who may wish to partner or subcontract portions of this agreement in order to accomplish the successful delivery of goods and/or services.

If you are a disadvantaged business and would like additional information about our Business Outreach Program, please contact:

Diane Woods, CPPB
Administrator of Business Outreach
Telephone: 865.215.5760
Fax: 865.215.5778
Email: diane.woods@knoxcounty.org

1.8 **CONFLICT OF INTEREST:** Bidders must have read and complied with the "Non-Conflict of Interest" statement provided in the vendor registration process prior to the closing of this solicitation.

1.9 **COPIES:** Knox County requires that bids submitted by hand be submitted with one (1) marked original and one (1) exact copy. Bidders must submit with their written response an exact electronic version of their bid in electronic format. **Knox County requests this electronic copy version be in one (1) complete file.**

1.10 **DECLARATIVE STATEMENT:** Any statement or words (i.e.: must, shall, will, etc.) are declarative statements and Bidders **must** comply with the condition. Failure to comply with any such condition will result in their bid being non-responsive and disqualified.

1.11 **ELECTRONIC TRANSMISSION OF BIDS:** Due to the nature of this bid, the Knox County Procurement Division will **NOT** accept electronically transmitted bids through the County's On-Line Procurement System. Email and facsimile submission are strictly prohibited.

1.12 **HOW TO DO BUSINESS:** Knox County utilizes a web-based Procurement software system, "KnoxBuys." The system provides our clients (vendors, county departments and the citizens of Knox County) with a more enhanced and end-user friendly means of accessing our services. The system allows for on-line vendor registration and maintenance, electronic receipt of purchase orders, on-line retrieval and submittal of quotes, bids and bids for our vendor-clients and on-line requisitioning and receiving for our county departments. In order for the County to maximize its investment and minimize the cost associated with office operations, we need your help. When doing business with Knox County we are urging you to please go to our website at www.knoxcounty.org/procurement, register as a vendor in our on-line Procurement system, "KnoxBuys," if you have not done so and whenever possible to conduct your business with the County through this site. If you have any questions, please contact the Procurement Division Representative listed in Section 1.1 of this document.

1.13 **INCURRED COSTS:** Knox County will not be responsible for any costs incurred by the bidder in the preparation of their bid.

1.14 **MULTIPLE BIDS:** Knox County will consider multiple bids that meet specifications.

1.15 **NON-COLLUSION:** Bidders, by submitting a signed bid, certify that the accompanying bid is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Tennessee or United States law.

1.16 **PAYMENT:** Knox County utilizes two (2) methods of placing orders for products. The first is the use of Purchase Orders. These Purchase Orders will be issued from the Knox County Procurement Division via the method selected by the Vendor during registration. The Purchase Order will detail the quantity, specific item(s) and the contracted price for each item.

The second method is the use of the Knox County Credit Card (VISA). Orders placed on the credit card will list the same information as the Purchase Order. Vendors will be given the card information and approval to process the transaction for the requesting department. Vendors must indicate in their bid response if the Vendor will accept the Knox County Credit Card (VISA) as form of payment. Bidders are prohibited to charge Knox County any type of merchant fee from their financial institution to accept this type of payment.

1.17 **POSSESSION OF WEAPONS:** All vendors and their employees and their agents are prohibited from possessing any weapons on Knox County property without prior written consent from the County. In the case of a vendor whose Contract requires possession of firearms or other weapons to successfully complete their Contract, vendor must provide personnel who are bonded to bear said weaponry.

1.18 **PROCESSING TIME FOR PAYMENT:** Vendors are advised that a minimum of thirty (30) days is required to process invoices for payment.

1.19 **PROOF OF FINANCIAL AND BUSINESS CAPABILITY:** Bidders must, upon request, furnish satisfactory evidence of their ability to fulfill all obligations of the contract in accordance with the terms and conditions of these specifications. Knox County will make the final determination as to the bidder's ability.

1.20 **RECYCLING:** Knox County, in its continuing efforts to lessen the amount of landfill waste and to further recycling efforts, requests that bids being submitted on paper shall:

1.20.1 Be submitted on recycled paper
1.20.2 Not include pages of unnecessary advertising

1.21 **RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS:** It is the responsibility of the prospective bidder to review the entire Invitation for Bid packet and to notify the Procurement Division if the specifications are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the specifications or bid procedures must be received in the Procurement Division by **January 10, 2025 @ 4:30 p.m.** local time. These requirements also apply to specifications that are ambiguous.

1.22 **SIGNING OF BIDS: In order to be considered, all bids must be signed. Please sign the original in blue ink.** By signing the bid document, the bidder acknowledges and accepts the term and conditions stated in the document.

1.23 **TAXES:** Knox County purchases are not subject to taxation. Tax exemption certificates will be provided upon request.

1.24 **TITLE VI OF THE CIVIL RIGHTS ACT:** "Nondiscrimination in Federally Assisted Programs"-"No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." 42 U.S.C. section 2000 et seq. It is the policy of Knox County Government that all its services and activities be administered in conformance with the requirements of Title VI.

1.25 **UNFORESEEN CIRCUMSTANCES:** During periods of closure due to unforeseen circumstances in Knox County or closures at the direction of the Knox County Mayor, the Procurement Division will enact the following procedures in regard to solicitations and closures:

- If the Mayor closes the Administrative offices prior to the time set for solicitation opening of any business day, all solicitations due that same day will be moved to the next operational business day.
- Other unforeseen circumstances shall be at the sole discretion of the Procurement Director.
- Knox County shall not be liable for any commercial carrier's decision regarding deliveries during any unforeseen circumstances.

1.26 **USE OF BID FORMS:** Vendors are to complete the bid forms contained in the bid package. Failure to complete the bid forms may result in bid rejection.

1.27 **VENDOR DEFAULT:** Knox County reserves the right, in case of vendor default, to procure the goods or services from other sources and hold the defaulting vendor responsible for any excess costs occasioned thereby. Should vendor default be due to a failure to perform or because of a request for a price increase, Knox County reserves the right to remove the vendor from the County's bidders list for twenty-four (24) months.

1.28 **VENDOR REGISTRATION:** Prior to the opening of this bid, ***ALL BIDDERS*** must be registered with the Procurement Division. Please register on-line at our website at www.knoxcounty.org/procurement and click on "Online Vendor Registration." Vendors must be registered with the Procurement Division *prior* to submitting their bid. Knox County shall not be responsible for technical difficulties experienced by vendors trying to register electronically less than twenty-four (24) hours prior to the bid closing time.

1.29 **WAIVING OF INFORMALITIES:** Knox County reserves the right to waive minor informalities or technicalities when it is in the best interest of Knox County.

SECTION II OBLIGATIONS, RIGHTS AND REMEDIES

These terms and conditions shall be part of the Contract. Knox County reserves the right to negotiate other terms and conditions it deems appropriate and necessary under the circumstances to protect the public's trust.

2.1 **ALTERATIONS OR AMENDMENTS:** No alterations, amendments, changes, modifications or additions to this Contract shall be binding on Knox County without the prior written approval of the County.

2.2 **APPROPRIATION:** In the event no funds are appropriated by Knox County for the goods or services in any fiscal year or insufficient funds exist to purchase the goods or services, then the Contract shall expire upon the expenditure of previously appropriated funds or the end of the current fiscal year, whichever occurs first, with no further obligations owed to or by either party.

2.3 **ASSIGNMENT:** Contractor shall not assign or subcontract this agreement, its obligations or rights hereunder to any party, company, partnership, incorporation or person without the prior written specific consent of Knox County.

2.4 **BOOKS AND RECORDS:** Contractor shall maintain all books, documents, accounting records and other evidence pertaining to the goods and services provided under this Contract and make such materials available at its offices at all reasonable times during the Contract period and for five (5) years from the date of the final payment under

this agreement for inspection by County or by any other governmental entity or agency participating in the funding of this agreement, or any authorized agents thereof; copies of said records to be furnished, if requested. Such records shall not include those books, documents and accounting records that represent the Contractor's costs of manufacturing, acquiring or delivering the products and services governed by this agreement.

2.5 **CHILD LABOR:** Contractor agrees that no products or services will be provided or performed under this Contract that have been manufactured or assembled by child labor.

2.6 **COMPLIANCE WITH ALL LAWS:** Contractor is assumed to be familiar with and agrees to observe and comply with all federal, state, and local laws, statutes, ordinances, and regulations in any manner affecting the provision of goods and/or services, and all instructions and prohibitive orders issued regarding this work and shall obtain all necessary permits.

2.7 **DEFAULT:** If Contractor fails to perform or comply with any provision of this Contract or the terms or conditions of any documents referenced and made a part hereof, Knox County may terminate this Contract, in whole or in part, and may consider such failure or noncompliance a breach of Contract. Knox County expressly retains all its rights and remedies provided by law in case of such breach, and no action by Knox County shall constitute a waiver of any such rights or remedies. In the event of termination for default, Knox County reserves the right to purchase its requirements elsewhere, with or without competitive bidding.

2.8 **GOVERNING LAW; VENUE:** This agreement shall be exclusively construed, governed, and controlled by the Laws of the State of Tennessee without regard to principles of law, including conflicts of law, of any other jurisdiction, territory, country, and/or province. Any dispute arising out of or relating to this agreement shall exclusively be brought in the Chancery Court or the Circuit Court of Knox County, Tennessee. Each party consents to personal jurisdiction thereto and waives any defenses based on personal jurisdiction, venue and inconvenient forum.

2.9 **INCORPORATION:** All specifications, drawings, technical information, Request for Bid, Bid, Award and similar items referred to or attached or which are the basis for this Contract are deemed incorporated by reference as if set out fully herein.

2.10 **INDEMNIFICATION/HOLD HARMLESS:** Contractor shall indemnify, defend, save and hold harmless Knox County, its officers, agents and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the agreement by Contractor, its subcontractors, suppliers, agents, or employees or due to any negligent act or occurrence or any omission or commission of Contractor, its subcontractors, suppliers, agents or employees.

2.11 **INDEPENDENT CONTRACTOR:** Contractor shall acknowledge that it and its employees serve as independent contractors and that Knox County shall not be responsible for any payment, insurance or incurred liability.

2.12 **INSPECTION AND ACCEPTANCE:** Warranty periods shall not commence until Knox County inspects and formally accepts the goods and/or services. The terms, conditions and timing of acceptance shall be determined by Knox County. Knox County reserves the right to reject any or all items or services not in conformance with applicable specifications, and Contractor assumes the costs associated with such nonconformance. Acceptance of goods or services does not constitute a waiver of latent or hidden defects or defects not readily detectable by a reasonable person under the circumstances.

2.13 **IRAN DIVESTMENT ACT:** By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to Tennessee Code Annotated § 12-12-106.

2.14 **LIMITATIONS OF LIABILITY:** In no event shall Knox County be liable for any indirect, incidental, consequential, special or exemplary damages or lost profits, even if Knox County has been advised of the possibility of such damages.

2.15 **NO BOYCOTT OF ISRAEL:** Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, by submission of a response to this solicitation, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel.

2.16 **NON-DISCRIMINATION AND NON-CONFLICT STATEMENT:** Contractor agrees that no person on the grounds of handicap, age, race, color, religion, sex, national origin, or any individual trait or characteristic found to be an illegal consideration shall 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 Vendor.
Contractor shall upon request show proof of such non-discrimination and shall post in conspicuous places available to all employees and applicants notices of non-discrimination. Contractor covenants that it complies with the Fair Wage and Hour Laws, the National Labor Relations Act, and other federal and state employment laws as applicable. Contractor covenants that it does not engage in any illegal employment practices.

Contractor covenants that it has no public or private interest and shall not acquire directly or indirectly any interest, which would conflict in any manner with the provision of its goods or performance of its services. Contractor warrants that no part of the total contract amount provided herein shall be paid directly or indirectly to any officer or employee of Knox County as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor or consultant to Contractor in connection with any goods provided or work contemplated or performed relative to the agreement.

2.17 **ORDER OF PRECEDENCE:** In the event of inconsistent or conflicting provision of this Contract and referenced documents, the following descending order of precedence shall prevail: (1) Written Contract, (2) Request for Bid, (3) Contractor's Response, (4) Award, (5) Special Terms and Conditions, (6) General Terms and Conditions, (7) Specifications, (8) Drawings.

2.18 **REMEDIES:** Knox County shall have all rights and remedies afforded under the U.C.C. and Tennessee law in contract and in tort, including but not limited to, rejection of goods, rescission, right offset-off, refund, incidental, consequential and compensatory damages and reasonable attorney's fees.

2.19 **RIGHT TO INSPECT:** Knox County reserves the right to make periodic inspections of the manner and means the service is performed or the goods are supplied.

2.20 **SEVERABILITY:** If any provision of this Contract is declared illegal, void or unenforceable, the remaining provisions shall not be affected but shall remain in force and in effect.

2.21 **TAX COMPLIANCE:** Pursuant to Resolution R-07-1-903 passed by the Commission of Knox County, Tennessee, Contractor hereby acknowledges, by submission of its bid and signature that it is current in its respective Federal, State, County, and City taxes of whatever kind or nature and is not delinquent in any way. Delinquent status must be disclosed or risk debarment by the Knox County Procurement Division.

2.22 **TERMINATION:** Notwithstanding any other provision of this Contract to the contrary, County may terminate this Contract with or without cause, upon written notice of not less than thirty (30) business days. Upon termination, County will pay for services satisfactorily completed but not yet invoiced. Contractor shall not perform additional work without the expressed permission of County.

In the event Contractor intends to interrupt or discontinue service under this Contract, Contractor agrees to give Knox County at least one hundred twenty (120) business day advance written notice of said interruption or discontinuance of service prior to interrupting or discontinuing same. Any interruption or discontinuance of service without said advance notice shall constitute a material breach of this Contract.

2.23 **WARRANTY:** Contractor warrants to Knox County that all items delivered and all services rendered shall conform to the specifications, drawings, bid and/or other descriptions furnished and/or incorporated by reference, and will be fit for the particular purpose purchased, of merchantable quality, good workmanship, and free from defects. Contractor extends to Knox County all warranties allowed under the U.C.C. Contractor shall provide copies of warranties to the County upon request. Return of merchandise not meeting warranties shall be at contractor's expense.

SECTION III SPECIAL TERMS AND CONDITIONS

3.1 **INTENT:** The intent of these specifications is to convey to prospective bidders the general type, size and quality of the demolition and installation of a Fishing Pier desired for the purpose and use by Knox County Parks and Recreation Department. Award will be based on Best Value. Best Value means more than low cost. It includes initial cost, service quality and other factors detailed herein.

3.2 **ACCEPTANCE:** Vendors are advised that the payment of an invoice does not necessarily constitute as an acceptance of products or services that are provided. Acceptance requires a specific action *in writing* by Knox County so stating.

3.3 **BID ENVELOPE COVER SHEET:** The bid envelope cover sheet **must** be filled out completely and attached to the outside of your bid. **Failure to do so will result in the rejection of your bid.** Do not leave any blank spaces. If a sub-contractor is not required for a particular category, you must state "none required", "N/A", etc. Failure to properly and completely fill out the Bid Envelope Cover will cause your bid to be rejected and not eligible for consideration for award.

3.4 **BONDING COMPANIES:** Bidders are advised that the selected Bidder will be required to provide appropriate performance and payment bonds to ensure contractor's performance. All bonding companies must be listed In the Federal Register, Department of the Treasury Fiscal Service, Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies; Notice. The ratings that the bonding company holds must be acceptable to the County.

3.5 **CHANGES AFTER AWARD:** It is possible that after the award, the County might change its needs or requirements. Knox County reserves the right to make such changes after consultation with the vendor. Should additional cost arise, the County reserves the right to consider accepting these changes provided the vendor can document the increased costs. Knox County also reserves the right to accept proposed service changes from the vendor if they will lower the cost to Knox County Parks and Recreation and/or provide improved service.

3.6 **CODES, PERMITS AND LICENSES:** All work shall comply with state and local codes and ordinances, and the terms and conditions of the services of the electrical utility, as well as any other authorities that may have lawful jurisdiction pertaining to the work specified. None of the terms or provisions of this specification shall be construed as waiving any other rules, regulations or requirements of these authorities. The Contractor shall procure all necessary permits or licenses to carry out his work, and shall pay the lawful fee therefore, as well as for any inspection fee or the cost of any certificate of approval. Permitting of utilities to be obtained by licensed contractors. All codes to be followed and met with compliance.

All electrical materials used shall be Underwriter Laboratory (UL) listed, and approved, including but not limited to the luminaire assembly unit. In any instance where these specifications call for materials for construction of a better quality or larger size than required by the codes, the provisions of these specifications shall take precedence. Conversely, should the codes call for better quality or larger size, the codes shall govern.

3.7 **CONSTRUCTION PROJECTS:** Any construction undertaking for which the total cost of the project is twenty-five thousand dollars ($25,000) or more is subject to the "Contractors Licensing Act of 1994." In accordance with the Act, no bid will be opened unless the outside of the sealed envelope containing the bid provides the following information: the Contractor's license number, the date of the license's expiration, and a dollar quotation of that part of his classification applying to the bid. In addition, each HVAC, plumbing, and electrical subcontractor's license number, date of the license expiration and that part of each classification applying to the bid if the value of the work is $25,000 or greater, must be annotated. If the value of the subcontractor's work is less than $25,000, the bid envelope is to be annotated with the phrase "Subcontractors Bid is Less Than $25,000" after each appropriate heading. In the case of joint ventures, each party submitting the bid must provide this information.

All bids must be submitted in one envelope; use the Envelope Cover provided with the Invitation for Bid. If no subcontractors are being used, the outside of the envelope must state, "No Subcontractors are being used on this project." ***Do Not*** leave any blank spaces on the Bid Envelope Cover Sheet. ***Failure to fill out each section of the Bid Envelope Cover Sheet will result in your bid not being opened and considered for award.***

3.8 **CODE OF CONDUCT:** The following conduct will be expected of all persons who are engaged in the awarding and administration of contracts supported by Knox County Parks and Recreation.

1) No employees, officer or agent of Knox County shall participate in selection or in the award or administration of a contract supported by program funds if a conflict of interest, real or apparent, is involved.
2) Conflicts of interest arise when one of the following has a financial or other interest in the firm selected for this award:
   a) The employee, officer, or agent
   b) Any member of his/her immediate family
   c) His or her partner
   d) An organization employs or is about to employ one of the above
3) Knox County Parks and Recreation employees, officers or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from Contractors, potential Contractors, or parties to sub-agreements.
4) Failure of any Knox County Parks and Recreation employee to abide by the above could result in a suspension or dismissal. Interpretation of the code will be administered by the Knox County Procurement Division. The Knox County Procurement Division will not be responsible for any other explanation or interpretation which anyone presumes to make on behalf of the Parks and Recreation Department.

5) Failure of a Contractor's agent to abide by these rules or facilitate a school employee the opportunity to not abide by these rules by actively participating in a breach of one or more of the rules hereby established may result in termination of the Contract.

3.9 **DESTINATION AND DELIVERY:** Vendors are to include all destination and delivery charges in their price. Delivery must be "free on board" to the County department. **There will be no extra hidden charges.**

3.10 **DELIVERY TIME/SUBSTANTIAL COMPLETION:** Bidders must state the number of business days until delivery/ substantial completion from the date of commencement. Vendor must state the number of business days, not a range of days. For example, an unacceptable answer is "60 – 90 business days." Vendors must be specific and state either "60 business days" or "90 business days." If Vendor states a range of business days, Knox County will base their answer on the maximum number of business days provided.

3.11 **DRUG-FREE WORKPLACE:** If **Contractor** has five or more employees receiving pay: **Contractor** shall have a drug-free workplace program that complies with Title 50, Chapter 9 of the Code of Tennessee, shall obtain a certificate of compliance with the applicable portions of the Drug-Free Workplace Act from the Department of Labor and Workforce, and shall Provide the Affidavit required by Public Acts, 2000, Chapter 918. **Contractor** shall ensure that it is in compliance with Public Acts, 2000, Chapter No. 918.

NOTE: Notaries located outside the State of Tennessee will be accepted so long as their commission has not expired. If needed, "Tennessee" on the attached form may be stricken through and the state in which the notary is located written in.

3.12 **EVALUATION CRITERIA:** The bid will be evaluated using the following criteria:

Cost	80 Points
Timeline for Completion	20 Points

3.13 **EVALUATION REVIEW:** Knox County reserves the right to use all pertinent information (also learned from sources other than disclosed in the RFP process) that might affect the County's judgment as to the appropriateness of an award to the best-evaluated vendor. This information may be appended to the bid evaluation process results. Information on a service provider from reliable sources, and not within the service provider's bid, may also be noted and made a part of the evaluation file. Knox County shall have sole responsibility for determining a reliable source. Knox County reserves the right to conduct written and/or oral discussions/interviews after the bid opening. The purpose of such discussions/interviews is to provide clarification and/or additional information to make an award which is in the best interest of Knox County.

3.14 **INCLUSION:** Inclusion of Vendor's bid form or provision of samples when requested does not necessarily constitute an offer to buy.

3.15 **INTERPRETATION:** No oral interpretation will be made to any bidder regarding the meaning of specifications. All questions are to be submitted in writing or electronically (email) and will be answered in the form of an amendment to the solicitation by the Knox County Procurement Division.

3.16 **INSURANCE:** The successful Contractor(s) must carry the insurance as indicated on the Insurance Attachment hereto. As proof of the Contractor's willingness to obtain and maintain the insurance, the Contractor must complete, sign and have its insurance agent sign the attachment and submit it with their bid. Upon the Notification of Intent to Award, the successful Contractor(s) will be required to submit a Certificate of Insurance with the appropriate coverage and naming Knox County as additional insured. It will be the responsibility of the Contractor to keep a current COI on file with Knox County at all times.

3.17 **LICENSING:** All Contractors must be properly licensed by the State of Tennessee and all other authorities having jurisdiction. ***COPIES OF ALL SUCH LICENSES AND/OR PERMITS ARE TO BE SUBMITTED WITH THE BID. FAILURE TO SUBMIT COPIES OF SUCH MAY LEAD TO BID REJECTION.***

3.18 **LIQUIDATED DAMAGES:** In the event that the vendor fails to maintain reasonable conformance to the project schedule mutually agreed to by the County and the vendor by reasons of dereliction, mismanagement, nonperformance, lack of due diligence, or failure to conform to technical requirements and specifications, then the County will assess a penalty of $1,000 per calendar day as liquidated damages until such time as the deficiency has been corrected to the satisfaction of the County. Liquidated damages, if assessed, will be in addition to any other claim, remedy, or recovery to which the County may be entitled. For the purpose of this project, nonperformance will be defined to mean any delay that will extend the overall project schedule by more than ten (10) calendar days beyond the timeline submitted in your response to complete the project from receipt of a notice

to proceed.

3.19 **MANUALS:** The successful bidder shall furnish all manuals for all components of the items listed in this bid.

3.20 **NEW MATERIAL:** Unless specified otherwise in the bid package, the bidder must provide new supplies. New, as used in this clause, means previously unused materials. Material includes but is not limited to, raw material, parts, items, components, and end products. Bidder submission of other than new materials may be cause for the rejection of their bid.

3.21 **NEWS RELEASES BY VENDORS:** As a matter of policy, Knox County does not endorse the services of a contractor. A contractor will not make news releases concerning any resultant contract from this solicitation without the prior written consent from Knox County.

3.22 **NO CONTACT POLICY:** After the date and time that the vendor receives this solicitation, any contact initiated by any bidder with any Knox County representative, other than the Procurement Division representative listed herein, concerning this Request for Bids **is strictly prohibited**. Any such unauthorized contact may cause the disqualification of the bidder from this procurement transaction. Vendors may be required to sign an affidavit to this policy.

3.23 **OFFER WITHDRAWAL:** No bid can be withdrawn after it is filed unless the offeror makes a request in writing to the Knox County Procurement Division **prior** to the time set for the opening of bids or unless the County fails to accept within ninety (90) business days after the date fixed for closing of the Request for Bids.

3.24 **OPEN BID INTENDED:** It is the intent and purpose of Knox County that this Request for Bids promote competitive bidding. It shall be the vendor's responsibility to advise the Procurement Division, if any language, requirements, et cetera or any combination thereof, inadvertently restricts or limits this RFP. Such notification must be submitted in writing and must be received by the Procurement Division no later than **January 10, 2025 @ 4:30 p.m**. local time.

3.25 **OPEN RECORDS ACT:** Knox County is subject to the Tennessee Open Records Act 10-7-503 et seq. Bidders are cautioned that all documents submitted on behalf of this Request for Bids shall be open to the public for viewing and inspection and Knox County will comply with all legitimate requests.

3.26 **PAYMENT SCHEDULE:** The County and Contractor shall arrive at a mutually agreed upon milestone payment schedule for this project. An example of a payment schedule is below.

Payment 1:	25% of total cost upon Contract execution
Payment 2:	25% of total cost upon delivery of equipment
Payment 3:	25% of total cost upon written acceptance of completion of installation
Payment 4:	25% of total cost upon final inspection, testing and written acceptance of the project by the County

3.27 **PERFORMANCE AND PAYMENT BONDS:** The successful contractor(s) will be required to submit a Performance Bond and a Payment Bond (each equal to 100% of the job cost) when any one project exceeds $100,000 in value. The bonds will be returned upon the successful and satisfactory completion of the project. **The P&P bond must be for the company/prime contractor submitting a response to this. Bonds for sub- contractors will not be accepted.**

3.28 **REJECTION OF BIDS:** Knox County reserves the right to reject any and all bids received as result of this request and to waive any informality, technical defect or clerical error in any bid, as the interests of the County may require. Non-acceptance of any bid will be devoid of any criticism of the bid and of any implication that the bid is deficient in any manner. Non-acceptance of any bid shall be construed as meaning simply that the County does not deem the bid to be acceptable or that another bid was deemed to be more advantageous to Knox County for the services.

3.29 **SAFETY AND PROTECTION:** The Contractor shall be solely and completely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. Furthermore, the Contractor is solely responsible for the training of all their employees on all safety issues as required by OSHA regulations for the project. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to, prevent injury to, all employees on the work site and other persons including but not limited to, the public who may be affected thereby. All work is to be done as required as by OSHA, EPA and AHERA. The Contractor shall be responsible for providing and for the placement of barricades, tarps, plastic, flag tape and other safety/traffic control equipment required to protect the public, surrounding areas, equipment and vehicles.

The safety of the public is of prime concern to Knox County and all costs associated are the responsibility of the Contractor. Knox County does not assume any responsibility for the protection of or for loss of materials, from the time that the contract operations have commenced until the final acceptance of the work by the project manager. The Contractor is responsible for training their employees in Safety and Health Regulations for the job, assuring compliance with Tennessee Occupational Safety and Health Regulations and any other Regulatory Agency.

3.30 **SAFETY EFFORTS:** The Contractor(s) must always exercise caution for the protection of persons and property. The safety provisions of applicable laws, building and construction codes must be observed. Machinery, equipment and all other hazards must be guarded or eliminated in accordance with the safety provisions of the Manual of Accident Prevention in Construction to the extent that such provisions are not in contravention of applicable laws. This manual is published by the Associated General Contractors of America. The Contractor shall also comply with the requirements of the Occupational Safety and Health Act of 1970 and the revisions thereto.

3.31 **SAFETY TRAINING:** The Contractor is responsible for training their employees in Safety and Health Regulations for the job, assuring compliance with Tennessee Occupational Safety and Health Regulations and any other regulatory agency.

3.32 **SITE VISITS:** There will be a **non-mandatory** site visit on January 7, 2025, beginning promptly at 10:00 a.m. local time. Location is Concord Park 11149 South Northshore Drive, Knoxville TN 37922. Please bring a copy of this solicitation with you.

3.33 **SUBMIT QUESTIONS:** Prospective bidders must submit questions concerning this solicitation by **January 10, 2025 @ 4:30 p.m. eastern time**. Submit questions as noted in Section 1.1.

3.34 **WORKMANSHIP:** Where not more specifically described in any of the various sections of these specifications workmanship shall conform to all of the methods and operations of best standards and accepted practices of the trade or trades involved, and shall include all items of fabrication, construction or installation regularly furnished or required for completion of the services. All work shall be executed by personnel skilled in their respective lines of work.

SECTION IV INSTRUCTIONS, SPECIFICATIONS AND SCOPE OF WORK GENERAL REQUIREMENTS

4.1 **GENERAL SCOPE:** The County is seeking a turn-key project for the demolition the existing fishing pier and the complete installation of a new fishing pier.

4.1.1 Demolition

- Successful contractor will be responsible for all demolition of the existing piers.
- All pilings will be removed and disposed of.
- All Framing, decking, and railing will be removed and disposed of.
- Vendors are advised that Knox County policy does not allow vendors to utilize on-site trash bins paid for by the County. Vendors are responsible for removing and disposing of all debris associated with the work to be performed under this Contract.

4.1.2 Manufacturing

- **Large Fishing Pier (East)**
  - One (1) 8-foot by 80-foot Aluminum Gangway
    - Hinged to existing concrete bulkhead
    - Aluminum Construction
    - Aluminum Decking
    - Intermittent Handrail
    - Supplemental flotation at bottom of gangway
  - Eight (8) 8’ x 25’ floating docks
    - Composite Decking attached using the TimberStrong, or equal, hidden deck fastening system.
    - ADA fishing railing around perimeter of docks
  - Two (2) 8’ x 16’ floating docks
  - One (1) Transition ramp from main dock to kayak dock.
  - One (1) Clip-A-Launch
  - One (1) Adaptive Boarding Kit
    - Boarding bench with pullout seat
    - Overhead grab bar § Roll cage with hand assist straps
    - Instructional sign
  - Six (6) Piling Guides
  - Six (6) Pilings

4.1.3 Installation

The successful contractor will be responsible for the complete installation of the fishing pier. Installation will not be considered complete until a final written acceptance is executed by the County. Contractor shall be responsible for insuring that all installation is in accordance with all applicable codes, ordinances, rules and regulations.

4.2 **DEOMOLITION AND INSTALLATION:** Demolition and installation must be scheduled with the designated Knox County Parks and Recreation representative.

4.3 **DETAILED SUBMITTAL:** Bidders are to include a detailed drawing of the fishing pier being bid along with a description of the anchoring method to be used.

4.4 **CLEAN-UP:** The Contractor shall keep the job site premises and adjacent areas free from accumulations of waste material or rubbish at all times. At the completion of the work, Contractor shall remove, from and about the premises, including adjacent areas, all rubbish, tools and surplus materials used for work.

4.5 **DAMAGE TO PROPERTY:** The Contractor is responsible for any damages to any property, County owned or otherwise, that is a result of Contractor negligence while abatement is in progress. If the Contractor fails to make repairs or replace damaged materials, as necessary, the County shall deduct the amount of any damages from the Contractor's payment.

4.6 **PROJECT/CONSTRUCTION ADMINISTRATION:** Upon award and prior to the owner issuing a Notice to Proceed, the Contractor shall submit a construction schedule showing planned and actual start and finish dates for the project, sequencing, submission dates for required deliverables, and major milestones. The schedule shall begin with Notice-To-Proceed through Final Completion. During construction, the Contractor shall hold regularly scheduled, bi-weekly progress meetings including the Owner.

The Contractor or assigned representative (site superintendent) shall be on the site at all times of work to provide construction supervision, including when sub-contractors are performing work under this contract. It is Knox County's belief that the site superintendent drives the project and is the most important individual assigned to the project. The Contractor is expected to provide the site superintendent's cell phone and email address to Knox County so that the owner has the ability to stay in constant contact with the site superintendent.

4.7 **PROJECT COMPLETION:** Prior to Final Completion, the Contractor shall submit any necessary closeout documents. A final payment will not be made until the site is completely clear and accepted by Knox County.

4.8 **TITLE TO MATERIALS:** All materials resulting from demolition work shall become the property of the Contractor and shall be disposed in accordance with Federal, State, and local ordinances, regulations, and rules.

4.9 **WARRANTY:** The following are the requested minimum warranty requirements. Bidders are to also include warranty documentation with their response.

4.9.1 15-year conditional warranty on aluminum and aluminum welds
4.9.2 T2-year conditional warranty on floating docks and rafts.
4.9.3 5-year warranty on aluminum decking.
4.9.4 1- year warranty on all products and parts not listed above.

4.10 **OVERVIEW OF ATTACHMENTS:** To aid firms in their bid response, the following items are attached:

Attachment A: Insurance Checklist
Attachment B: Drug Free Workplace Certification
Attachment C: Non-collusion Affidavit of Prime Bidder
Attachment D: Bid Envelope Cover Sheet

SECTION V VENDOR INFORMATION AND PRICING BID 3618 FISHING PIER

5.1 Vendor Name _____

5.2 Knox County Vendor Number _____

5.3 Vendor address _____

City _____ **State** _____ **Zip** _____

5.4 Telephone number_____ **Fax number**_____

E-mail address _____

5.5 Contact person _____

5.6 By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to Tennessee Code Annotated § 12-12-106.

Authorizing Signature: _____
Sign Original in Blue Ink

Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, by submission of a response to this solicitation, each respondent and each person signing on behalf of any respondent certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each respondent is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel.

Authorizing Signature: _____
Sign Original in Blue Ink

5.7 Vendor's Knox County Business License Number _____
(If applicable, attach a copy of the license.)

5.8 Turnkey Cost to demolish and reinstall the fishing pier: $_____

5.9 Guaranteed business days for completion of the project after receipt of a signed Purchase Order?
_____days

5.10 Did you include the correct number of copies as per Section 1.9? _____**Yes** _____**No**

5.11 Will you accept payment via E-commerce card (VISA) as per Section 1.16? _____**Yes** _____**No**

5.12 Did you include the Insurance Checklist? _____**Yes** _____**No**

5.13 Did you include the Drug Free Workplace Affidavit? _____**Yes** _____**No**

5.14 Did you include the Non-Collusion Affidavit? _____**Yes** _____**No**

5.15 Did you attach the Bid Envelope Cover Sheet? _____**Yes** _____**No**

5.16 Did you include the Performance and Payment Bond as Per Section 3.27? _____**Yes** _____**No**

5.17 Can you meet the minimum warranty requirements as per Section 4.9? _____**Yes** _____**No**

5.18 Did you include the warranty documentation as per Section 4.9? _____**Yes** _____**No**

5.19 I acknowledge receipt of: (Please write yes if you received one)

Addendum 1_____ **Addendum 2**_____ **Addendum 3**_____ **Addendum 4**_____

5.20 Do you accept the terms and conditions of the bid? YES NO YES, WITH EXCEPTION
(Please circle your answer)

If you do not fully accept the terms and conditions, please note the exceptions below:

_____

_____

_____

ATTACHMENT A
KNOX COUNTY PROCUREMENT DIVISION
INSURANCE CHECKLIST
BID NUMBER 3618

THE CERTIFICATE OF INSURANCE MUST SHOW ALL COVERAGES & ENDORSEMENTS WITH "YES" AND ITEMS 20 TO 23

REQUIRED	NUMBER	TYPE OF COVERAGE	COVERAGE LIMITS	
YES	1.	WORKERS COMPENSATION	STATUTORY LIMITS OF TENNESSEE	
YES	2.	EMPLOYERS LIABILITY	$100,000 PER ACCIDENT $100,000 PER DISEASE $500,000 DISEASE POLICY LIMIT	
YES	3.	AUTOMOBILE LIABILITY X ANY AUTO-SYMBOL (1)	COMBINE SINGLE LIMIT (Per -Accident)	$ 1,000,000
			BODY INJURY (Per –Person)	
			BODY INJURY (Per-Accident)	
			PROPERTY DAMAGE (Per-Accident	
YES	4.	COMMERCIAL GENERAL LIABILITY		LIMITS
		CLAIM MADE / X / OCCUR	EACH OCCURRENCE	$1,000,000
			FIRE LEGAL LIABILITY	$100,000
			MED EXP (Per person)	$5,000
		GEN'L AGGREGATE LIMITS APPLIES PER	PERSONAL & ADV INJURY	$1,000,000
		POLICY / X / PROJECT / LOC	GENERAL AGGREGATE	$2,000,000
			PRODUCTS-COMPLETED OPERATIONS/ AGGREGATE	$2,000,000
YES	5.	PREMISES/OPERATIONS	$1,000,000 CSL BI/PD EACH OCCURRENCE $2,000,000 ANNUAL AGGREGATE	
YES	6.	INDEPENDENT CONTRACTOR	$1,000,000 CSL BI/PD EACH OCCURRENCE $1,000,000 ANNUAL AGGREGATE	
YES	7.	CONTRACTUAL LIABILITY (MUST BE SHOWN ON CERTIFICATE)	$1,000,000 CSL BI/PD EACH OCCURRENCE $1,000,000 ANNUAL AGGREGATE	
NO	8.	XCU COVERAGE	NOT TO BE EXCLUDED	
YES	9.	UMBRELLA LIABILITY COVERAGE	$1,000,000	
		PROFESSIONAL LIABILITY		
NO	10.	ARCHITECTS &ENGINEERS	$1,000,000 PER OCCURRENCE/CLAIM	
NO		ASBESTOS & REMOVAL LIABILITY	$2,000,000 PER OCCURRENCE/CLAIM	
NO		MEDICAL MALPRACTICE	$1,000,000 PER OCCURRENCE/CLAIM	
NO		MEDICAL PROFESSIONAL LIABILITY	$1,000,000 PER OCCURRENCE/CLAIM	
NO	11.	MISCELLANEOUS E & O	$500,000 PER OCCURRENCE/CLAIM	
NO	12.	MOTOR CARRIER ACT ENDORSEMENT	$1,000,000 BI/PD EACH OCCURRENCE UNINSURED MOTORIST (MCS-90)	
NO	13.	MOTOR CARGO INSURANCE		
NO	14.	GARAGE LIABILITY	$1,000,000 BODILY INJURY, PROPERTY DAMAGE PER OCCURRENCE	
NO	15.	GARAGEKEEPER'S LIABILITY	$500,000 COMPREHENSIVE; $500,000 COLLISION	
NO	16.	INLAND MARINE BAILEE'S INSURANCE	$	
NO	17.	DISHONESTY BOND	$	
NO	18.	BUILDERS RISK	PROVIDE COVERAGE IN THE FULL AMOUNT OF THE CONTRACT UNLESS PROVIDED BY OWNER.	
NO	19.	USL&H	FEDERAL STATUTORY LIMITS	

20. **CARRIER RATING SHALL BE BEST'S RATING OF A-V OR BETTER OR ITS EQUIVALENT.**

21. **THE COUNTY SHALL BE NAMED AS AN ADDITIONAL NAMED INSURED ON ALL POLICIES EXCEPT WORKERS' COMPENSATION AND AUTO.**

22. **CERTIFICATE OF INSURANCE SHALL SHOW THE RFP NUMBER AND TITLE.**

23. **OTHER INSURANCE REQUIRED** _____

INSURANCE AGENT'S STATEMENT AND CERTIFICATION: **I HAVE REVIEWED THE ABOVE REQUIREMENTS WITH THE BIDDER NAMED BELOW AND HAVE ADVISED THE BIDDER OF REQUIRED COVERAGE NOT PROVIDED THROUGH THIS AGENCY.**

AGENCY NAME: _____ **AUTHORIZING SIGNATURE:** _____

BIDDER'S STATEMENT AND CERTIFICATION: **IF AWARDED THE CONTRACT, I WILL COMPLY WITH THE CONTRACT INSURANCE REQUIREMENTS.**

BIDDER NAME: _____ **AUTHORIZING SIGNATURE:** _____

ATTACHMENT B
AFFIDAVIT OF COMPLIANCE

WITH

DRUG-FREE WORKPLACE REQUIREMENTS OF

TENNESSEE CODE ANNOTATED, § 50-9-113

(To be submitted with bid by contractor with 5 or more employees)

I, _____, president or other Principal

Officer of _____, swear or affirm that the
Name of Company

Company has a drug-free workplace program that complies with Title 50, Chapter 9, Tennessee Code Annotated, in effect at the time of this bid submission at least to the extent required of governmental entities. I further swear or affirm that the company is in compliance with Tennessee Code Annotated, § 50-9-113.

_____
President or Principal Officer

For: _____
Name of Company

STATE OF TENNESSEE }
COUNTY OF }

Subscribed and sworn before me by

_____,
President or Principal Officer of

_____,

On this _____day of _____2_____.

_____
Notary Public

My Commission expires: _____

ATTACHMENT C
NONCOLLUSION AFFIDAVIT

STATE OF _____)

COUNTY OF _____)

_____, being first duly sworn, deposes and says that:

1. He/She is _____ of _____, the Bidder that has submitted the attached Bid;

2. He/She is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Bid;

3. Such Proposal is genuine and is not a collusive or sham Bid;

4. Neither the said Bid nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Bid, firm or person to submit a collusive or sham Bidder in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other proposer, firm or person to fix the price or prices in the attached Bid or of any other proposer, or to secure through any other proposer, or to fix any overhead, profit or cost element of the bid price or the bid price of any other bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Knox County, TN, or any person interested in the proposed contract;

5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by a collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

_____
(Signed)

_____
(Title)

Subscribed and sworn to before me this _____ day of _____, 20____

_____
(Signature)

My commission expires_____

BID ENVELOPE COVER

Name of Project:

Invitation for Bids #3618 FISHING PIER

Sealed bids will be received by:

The Knox County Procurement Division
1000 North Central Street, Suite 100
Knoxville, Tennessee 37917

UNTIL: 2:00 p.m. Local Time **January 22, 2025**
TIME **DATE**

COMPLETE ALL BLANKS!

BIDDER _____

ADDRESS _____

TENNESSEE CONTRACTORS LICENSE NUMBER _____

LICENSE CLASSIFICATION (applicable to this project) _____

_____ _____
DOLLAR LIMIT

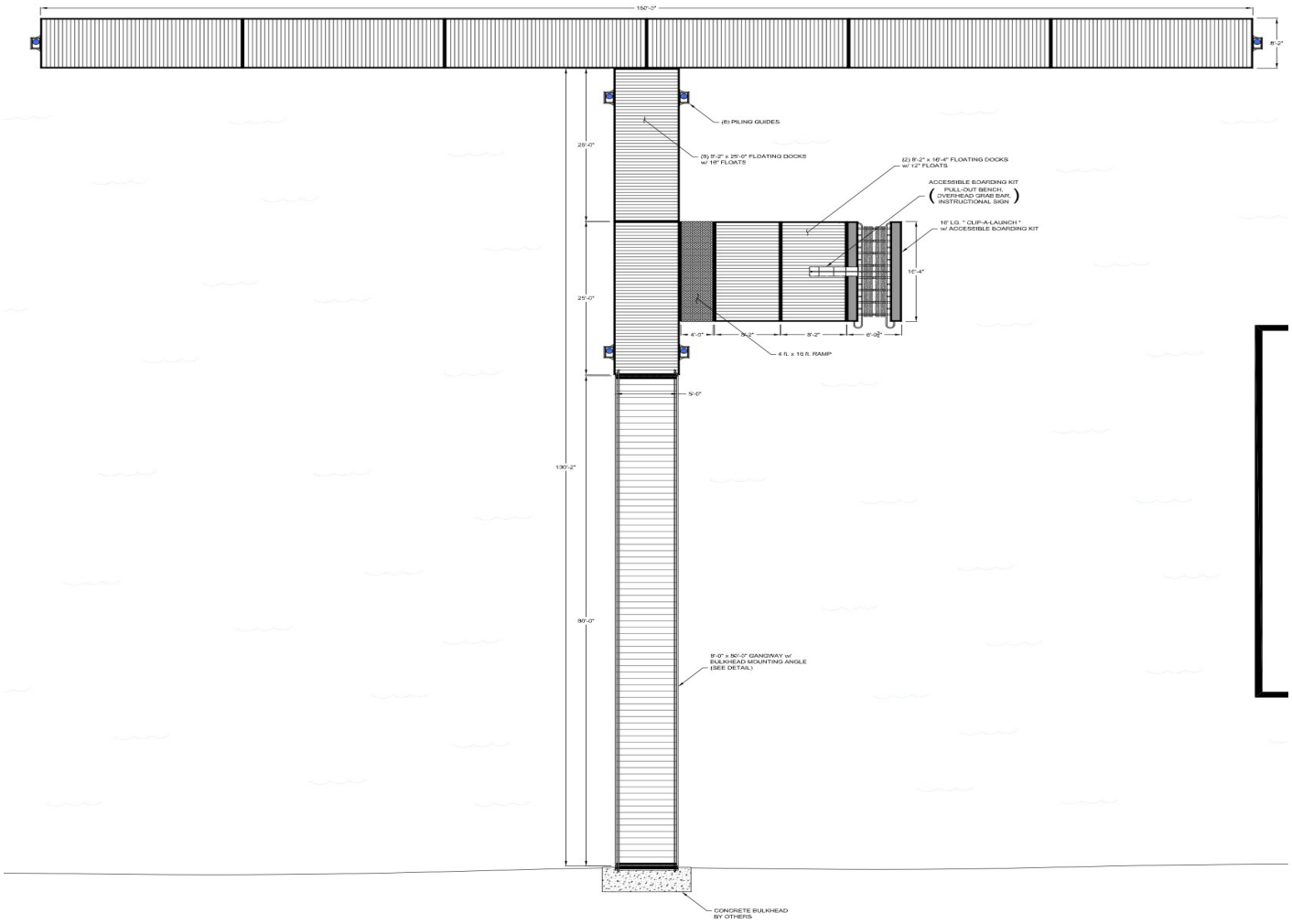
LICENSE EXPIRATION DATE _____

BIDDERS MUST COMPLETE ALL AREAS OF THIS FORM!

BIDDERS MUST PLACE THIS PAGE ON THE OUTSIDE OF THE SEALED BID.

FAILURE TO ATTACH THE BID ENVELOPE COVER SHEET OR FAILURE TO COMPLETE ALL LINES ON THE BID ENVELOPE COVER SHEET WILL RESULT IN YOUR BID NOT BEING ABLE TO BE OPENED OR CONSIDERED FOR AWARD.

Large Fishing Pier – East Side



COPY

SECTION V VENDOR INFORMATION AND PRICING BID 3618 FISHING PIER

5.1 Vendor Name Wright Contracting, Inc.

5.2 Knox County Vendor Number 72.116

5.3 Vendor address 1116 Farrington Dr.

City Knoxville State TN Zip 37923

5.4 Telephone number 865-454-1217 Fax number 865-321-8380

E-mail address CStrauss@wrightth.com

5.5 Contact person Candi Strauss

5.6 By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to Tennessee Code Annotated § 12-12-106.

Authorizing Signature: Rachel Gardner
Sign Original In Blue Ink

Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, by submission of a response to this solicitation, each respondent and each person signing on behalf of any respondent certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each respondent is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel.

Authorizing Signature: Rachel Gardner
Sign Original In Blue Ink

5.7 Vendor's Knox County Business License Number 1001087429
(If applicable, attach a copy of the license.)

5.8 Turnkey Cost to demolish and reinstall the fishing pier: $ 384,000.00

5.9 Guaranteed business days for completion of the project after receipt of a signed Purchase Order?
80 days

5.10	Did you include the correct number of copies as per Section 1.9?	✓ Yes		No
5.11	Will you accept payment via E-commerce card (VISA) as per Section 1.16?		Yes	✓ No
5.12	Did you include the Insurance Checklist?	✓ Yes		No
5.13	Did you include the Drug Free Workplace Affidavit?	✓ Yes		No
5.14	Did you include the Non-Collusion Affidavit?	✓ Yes		No
5.15	Did you attach the Bid Envelope Cover Sheet?	✓ Yes		No
5.16	Did you include the Performance and Payment Bond as Per Section 3.27?		Yes	✓ No
5.17	Can you meet the minimum warranty requirements as per Section 4.9?	✓ Yes		No
5.18	Did you include the warranty documentation as per Section 4.9?		Yes	✓ No

5.19 I acknowledge receipt of: (Please write yes if you received one)

Addendum 1 yes 1.15.25 Addendum 2_____ Addendum 3_____ Addendum 4_____

5.20 **Do you accept the terms and conditions of the bid?** **YES** **NO** **YES, WITH EXCEPTION**
(Please circle your answer)

If you do not fully accept the terms and conditions, please note the exceptions below:

Please See Attached

1. Permit allowance of $700 is included.
2. Schedule is based on adequate water level for our barge to operate.
3. P&P Bond will be provided after award of contract.
4. Floating dock can not be warranted from boat wake damage.

ATTACHMENT A
KNOX COUNTY PROCUREMENT DIVISION
INSURANCE CHECKLIST
BID NUMBER 3618

THE CERTIFICATE OF INSURANCE MUST SHOW ALL COVERAGES & ENDORSEMENTS WITH "YES" AND ITEMS 20 TO 23

REQUIRED	NUMBER	TYPE OF COVERAGE	COVERAGE LIMITS	
YES	1.	WORKERS COMPENSATION	STATUTORY LIMITS OF TENNESSEE	
YES	2.	EMPLOYERS LIABILITY	$100,000 PER ACCIDENT $100,000 PER DISEASE $500,000 DISEASE POLICY LIMIT	
YES	3.	AUTOMOBILE LIABILITY X ANY AUTO-SYMBOL (1)	COMBINE SINGLE LIMIT (Per -Accident)	$ 1,000,000
			BODY INJURY (Per –Person)	
			BODY INJURY (Per-Accident)	
			PROPERTY DAMAGE (Per-Accident	
YES	4.	COMMERCIAL GENERAL LIABILITY		LIMITS
		CLAIM MADE / X / OCCUR	EACH OCCURRENCE	$1,000,000
			FIRE LEGAL LIABILITY	$100,000
			MED EXP (Per person)	$5,000
		GEN'L AGGREGATE LIMITS APPLIES PER	PERSONAL & ADV INJURY	$1,000,000
		POLICY / X / PROJECT / LOC	GENERAL AGGREGATE	$2,000,000
			PRODUCTS-COMPLETED OPERATIONS/ AGGREGATE	$2,000,000
YES	5.	PREMISES/OPERATIONS	$1,000,000 CSL BI/PD EACH OCCURRENCE $2,000,000 ANNUAL AGGREGATE	
YES	6.	INDEPENDENT CONTRACTOR	$1,000,000 CSL BI/PD EACH OCCURRENCE $1,000,000 ANNUAL AGGREGATE	
YES	7.	CONTRACTUAL LIABILITY (MUST BE SHOWN ON CERTIFICATE)	$1,000,000 CSL BI/PD EACH OCCURRENCE $1,000,000 ANNUAL AGGREGATE	
NO	8.	XCU COVERAGE	NOT TO BE EXCLUDED	
YES	9.	UMBRELLA LIABILITY COVERAGE	$1,000,000	
		PROFESSIONAL LIABILITY		
NO	10.	ARCHITECTS &ENGINEERS	$1,000,000 PER OCCURRENCE/CLAIM	
NO		ASBESTOS & REMOVAL LIABILITY	$2,000,000 PER OCCURRENCE/CLAIM	
NO		MEDICAL MALPRACTICE	$1,000,000 PER OCCURRENCE/CLAIM	
NO		MEDICAL PROFESSIONAL LIABILITY	$1,000,000 PER OCCURRENCE/CLAIM	
NO	11.	MISCELLANEOUS E & O	$500,000 PER OCCURRENCE/CLAIM	
NO	12.	MOTOR CARRIER ACT ENDORSEMENT	$1,000,000 BI/PD EACH OCCURRENCE UNINSURED MOTORIST (MCS-90)	
NO	13.	MOTOR CARGO INSURANCE		
NO	14.	GARAGE LIABILITY	$1,000,000 BODILY INJURY, PROPERTY DAMAGE PER OCCURRENCE	
NO	15.	GARAGEKEEPER'S LIABILITY	$500,000 COMPREHENSIVE; $500,000 COLLISION	
NO	16.	INLAND MARINE BAILEE'S INSURANCE	$	
NO	17.	DISHONESTY BOND	$	
NO	18.	BUILDERS RISK	PROVIDE COVERAGE IN THE FULL AMOUNT OF THE CONTRACT UNLESS PROVIDED BY OWNER.	
NO	19.	USL&H	FEDERAL STATUTORY LIMITS	

20. CARRIER RATING SHALL BE BEST'S RATING OF A-V OR BETTER OR ITS EQUIVALENT.

21. THE COUNTY SHALL BE NAMED AS AN ADDITIONAL NAMED INSURED ON ALL POLICIES EXCEPT WORKERS' COMPENSATION AND AUTO.

22. CERTIFICATE OF INSURANCE SHALL SHOW THE RFP NUMBER AND TITLE.

23. OTHER INSURANCE REQUIRED _____

INSURANCE AGENT'S STATEMENT AND CERTIFICATION: I HAVE REVIEWED THE ABOVE REQUIREMENTS WITH THE BIDDER NAMED BELOW AND HAVE ADVISED THE BIDDER OF REQUIRED COVERAGE NOT PROVIDED THROUGH THIS AGENCY.

AGENCY NAME: Shafer Insurance Agency, Inc. AUTHORIZING SIGNATURE: Jason E. Tallent

BIDDER'S STATEMENT AND CERTIFICATION: IF AWARDED THE CONTRACT, I WILL COMPLY WITH THE CONTRACT INSURANCE REQUIREMENTS.

BIDDER NAME: Wright Contracting Inc AUTHORIZING SIGNATURE: [signature]

WRIGCON-CO CADDINGTON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/20/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Christina Addington
Shafer Insurance Agency, Inc. 1100 Marion Street Suite 200 Knoxville, TN 37921	PHONE (A/C, No, Ext): (865) 292-1114 FAX (A/C, No): (865) 766-8461 E-MAIL ADDRESS: caddington@shaferinsurance.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A : Frankenmuth Insurance — 13986
INSURED Wright Contracting, Inc. 1116 Farrington Drive Knoxville, TN 37923	INSURER B :
	INSURER C :
	INSURER D :
	INSURER E :
	INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			6738036	4/10/2024	4/10/2025	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
	X Blanket AI/Waiver						MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY [X] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			6738035	4/10/2024	4/10/2025	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
	X Blanket AI/Waiver						Comp/Coll Deds.	$ 1,000
A	X UMBRELLA LIAB [X] OCCUR			6738036	4/10/2024	4/10/2025	EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$ 5,000,000
	DED [X] RETENTION $ 0							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N	N/A					PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH)						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Leased/Rented Equip.			6738036	4/10/2024	4/10/2025	$500 Ded.; Limit -	100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Pollution Liability - Policy No. G71655544004
Policy Term: 9/20/24 to 9/20/25
Carrier - Westchester Surplus Lines Ins. Co.
Aggregate Limit $2,000,000
Each Occurrence Limit $2,000,000
Deductible $5,000

SEE ATTACHED ACORD 101

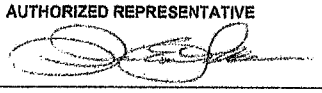
CERTIFICATE HOLDER

Knox County Procurement Division
1000 North Central Street
Suite 100
Knoxville, TN 37917

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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AGENCY CUSTOMER ID: WRIGCON-CO CADDINGTON

LOC #: 1

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
Shafer Insurance Agency, Inc.		Wright Contracting, Inc. 1116 Farrington Drive Knoxville, TN 37923
POLICY NUMBER SEE PAGE 1		
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
Builders Risk - Policy No. MIM 1042429 53
Policy Term: 7/25/24 to 7/25/25
Carrier - Berkley National Insurance Co.
$2,500,000 limit at one building (Frame & Joisted Masonry)
$5,000,000 limit at one building (Non-Combustible)
$25,000,000 limit at one building (Masonry Non-Combustible, Modified Fire Resistive and Fire Resistive)
Includes Flood & Earthquake
Deductible $2,500

RE: Bid Number 3618 - Fishing Pier

Knox County is named as additional insured as respects General Liability and Auto Liability coverage.

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ATTACHMENT A
KNOX COUNTY PROCUREMENT DIVISION
INSURANCE CHECKLIST
BID NUMBER 3618

THE CERTIFICATE OF INSURANCE MUST SHOW ALL COVERAGES & ENDORSEMENTS WITH "YES" AND ITEMS 20 TO 23

REQUIRED	NUMBER	TYPE OF COVERAGE	COVERAGE LIMITS	
YES	1.	WORKERS COMPENSATION	STATUTORY LIMITS OF TENNESSEE	
YES	2.	EMPLOYERS LIABILITY	$100,000 PER ACCIDENT $100,000 PER DISEASE $500,000 DISEASE POLICY LIMIT	
YES	3.	AUTOMOBILE LIABILITY X ANY AUTO-SYMBOL (1)	COMBINE SINGLE LIMIT (Per -Accident)	$ 1,000,000
			BODY INJURY (Per –Person)	
			BODY INJURY (Per-Accident)	
			PROPERTY DAMAGE (Per-Accident	
YES	4.	COMMERCIAL GENERAL LIABILITY		LIMITS
		CLAIM MADE / X / OCCUR	EACH OCCURRENCE	$1,000,000
			FIRE LEGAL LIABILITY	$100,000
			MED EXP (Per person)	$5,000
		GEN'L AGGREGATE LIMITS APPLIES PER	PERSONAL & ADV INJURY	$1,000,000
		POLICY / X / PROJECT / LOC	GENERAL AGGREGATE	$2,000,000
			PRODUCTS-COMPLETED OPERATIONS/ AGGREGATE	$2,000,000
YES	5.	PREMISES/OPERATIONS	$1,000,000 CSL BI/PD EACH OCCURRENCE $2,000,000 ANNUAL AGGREGATE	
YES	6.	INDEPENDENT CONTRACTOR	$1,000,000 CSL BI/PD EACH OCCURRENCE $1,000,000 ANNUAL AGGREGATE	
YES	7.	CONTRACTUAL LIABILITY (MUST BE SHOWN ON CERTIFICATE)	$1,000,000 CSL BI/PD EACH OCCURRENCE $1,000,000 ANNUAL AGGREGATE	
NO	8.	XCU COVERAGE	NOT TO BE EXCLUDED	
YES	9.	UMBRELLA LIABILITY COVERAGE	$1,000,000	
		PROFESSIONAL LIABILITY		
NO	10.	ARCHITECTS &ENGINEERS	$1,000,000 PER OCCURRENCE/CLAIM	
NO		ASBESTOS & REMOVAL LIABILITY	$2,000,000 PER OCCURRENCE/CLAIM	
NO		MEDICAL MALPRACTICE	$1,000,000 PER OCCURRENCE/CLAIM	
NO		MEDICAL PROFESSIONAL LIABILITY	$1,000,000 PER OCCURRENCE/CLAIM	
NO	11.	MISCELLANEOUS E & O	$500,000 PER OCCURRENCE/CLAIM	
NO	12.	MOTOR CARRIER ACT ENDORSEMENT	$1,000,000 BI/PD EACH OCCURRENCE UNINSURED MOTORIST (MCS-90)	
NO	13.	MOTOR CARGO INSURANCE		
NO	14.	GARAGE LIABILITY	$1,000,000 BODILY INJURY, PROPERTY DAMAGE PER OCCURRENCE	
NO	15.	GARAGEKEEPER'S LIABILITY	$500,000 COMPREHENSIVE; $500,000 COLLISION	
NO	16.	INLAND MARINE BAILEE'S INSURANCE	$	
NO	17.	DISHONESTY BOND	$	
NO	18.	BUILDERS RISK	PROVIDE COVERAGE IN THE FULL AMOUNT OF THE CONTRACT UNLESS PROVIDED BY OWNER.	
NO	19.	USL&H	FEDERAL STATUTORY LIMITS	

✓ 20. CARRIER RATING SHALL BE BEST'S RATING OF A-V OR BETTER OR ITS EQUIVALENT. SUNZ Ins Co rated A- AM BEST

✓ 21. THE COUNTY SHALL BE NAMED AS AN ADDITIONAL NAMED INSURED ON ALL POLICIES EXCEPT WORKERS' COMPENSATION AND AUTO. N/A

✓ 22. CERTIFICATE OF INSURANCE SHALL SHOW THE RFP NUMBER AND TITLE.

✓ 23. OTHER INSURANCE REQUIRED HRDelivered provides workers' compensation only.

INSURANCE AGENT'S STATEMENT AND CERTIFICATION: I HAVE REVIEWED THE ABOVE REQUIREMENTS WITH THE BIDDER NAMED BELOW AND HAVE ADVISED THE BIDDER OF REQUIRED COVERAGE NOT PROVIDED THROUGH THIS AGENCY.

AGENCY NAME: HRDelivered AUTHORIZING SIGNATURE: Thomas R Jenkins

BIDDER'S STATEMENT AND CERTIFICATION: IF AWARDED THE CONTRACT, I WILL COMPLY WITH THE CONTRACT INSURANCE REQUIREMENTS.

BIDDER NAME: Wright Contracting, Inc AUTHORIZING SIGNATURE: Rachel Gardner

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/20/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	Risk Management	
SUNZ Insurance Solutions, LLC 11691 Gateway Blvd., Suite 104 Ft Myers, FL 33913	PHONE (A/C, No, Ext):	904-400-3710	FAX (A/C, No):
	E-MAIL ADDRESS:	Riskmgt@hrdelivered.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: SUNZ Insurance Company	34762
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
HR Delivered, LLC; Payroll Made Easy, Inc.;Applied Business Solutions Holdings, LLC; GTD Benefits Inc
11691 Gateway Blvd, Suite 104
Ft Myers FL 33913

COVERAGES **CERTIFICATE NUMBER:** 83614155 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC077-00001-024	6/1/2024	6/1/2025	✓ PER STATUTE ☐ OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBEREXCLUDED? Y/N ☐ N/A (Mandatory in NH)						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Coverage provided for all leased employees but not subcontractors of: Wright Contracting Inc Client Eff Date: 6/1/2023
Bid Number 3618 - Fishing Pier

CERTIFICATE HOLDER

Knox County Procurement Division
Suite 100, 1000 North Central Street
Knoxville TN 37917

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Rick Leonard

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ATTACHMENT B
AFFIDAVIT OF COMPLIANCE

WITH

DRUG-FREE WORKPLACE REQUIREMENTS OF

TENNESSEE CODE ANNOTATED, § 50-9-113

(To be submitted with bid by contractor with 5 or more employees)

I, Rachel Gardner, president or other Principal Officer of Wright Contracting, Inc swear or affirm that the Name of Company

Company has a drug-free workplace program that complies with Title 50, Chapter 9, Tennessee Code Annotated, in effect at the time of this bid submission at least to the extent required of governmental entities. I further swear or affirm that the company is in compliance with Tennessee Code Annotated, § 50-9-113.

Rachel Gardner
President or Principal Officer

For: Wright Contracting, Inc
Name of Company

STATE OF TENNESSEE }
COUNTY OF }

Subscribed and sworn before me by

Rachel Gardner,
President or Principal Officer of
Wright Contracting, Inc.,

On this 20th day of January 2025.

CANDI L STRAUSS
TENNESSEE
NOTARY
PUBLIC
My Comm Exp.
02/12/2028
COUNTY OF KNOX

Notary Public

My Commission expires: 2/12/2028

ATTACHMENT C
NONCOLLUSION AFFIDAVIT

STATE OF Tennessee)

COUNTY OF Knox)

Rachel Gardner, being first duly sworn, deposes and says that:

1. He/She is CFO of Wright Contracting, Inc, the Bidder that has submitted the attached Bid;

2. He/She is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Bid;

3. Such Proposal is genuine and is not a collusive or sham Bid;

4. Neither the said Bid nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Bid, firm or person to submit a collusive or sham Bidder in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other proposer, firm or person to fix the price or prices in the attached Bid or of any other proposer, or to secure through any other proposer, or to fix any overhead, profit or cost element of the bid price or the bid price of any other bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Knox County, TN, or any person interested in the proposed contract;

5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by a collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Rachel Gardner
(Signed)

CFO
(Title)

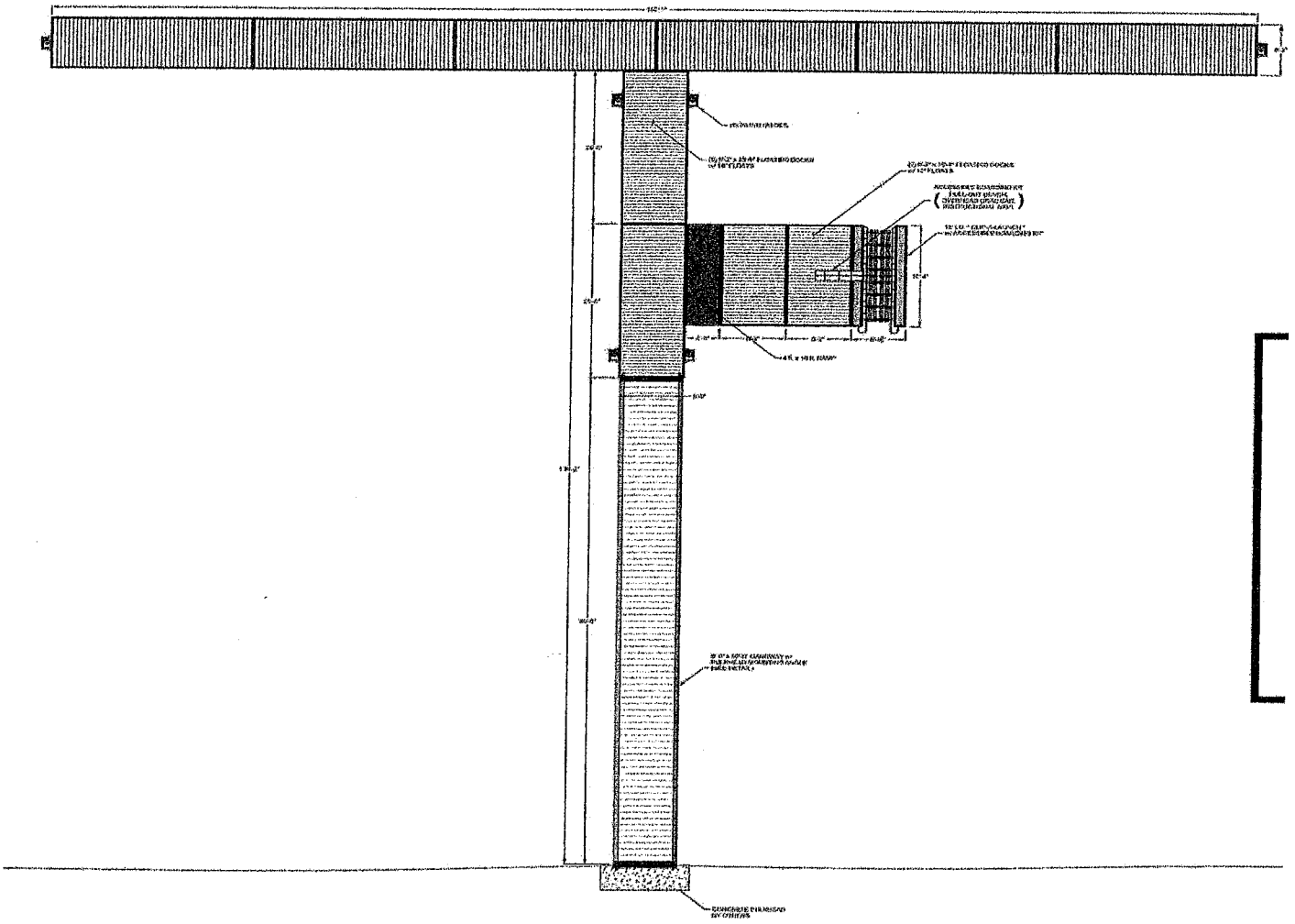
Subscribed and sworn to before me this 20 day of January, 2025

(Signature)

My commission expires 2/12/2028

CANDI L STRAUSS
TENNESSEE NOTARY PUBLIC
My Comm Exp. 02/12/2028
COUNTY OF KNOX

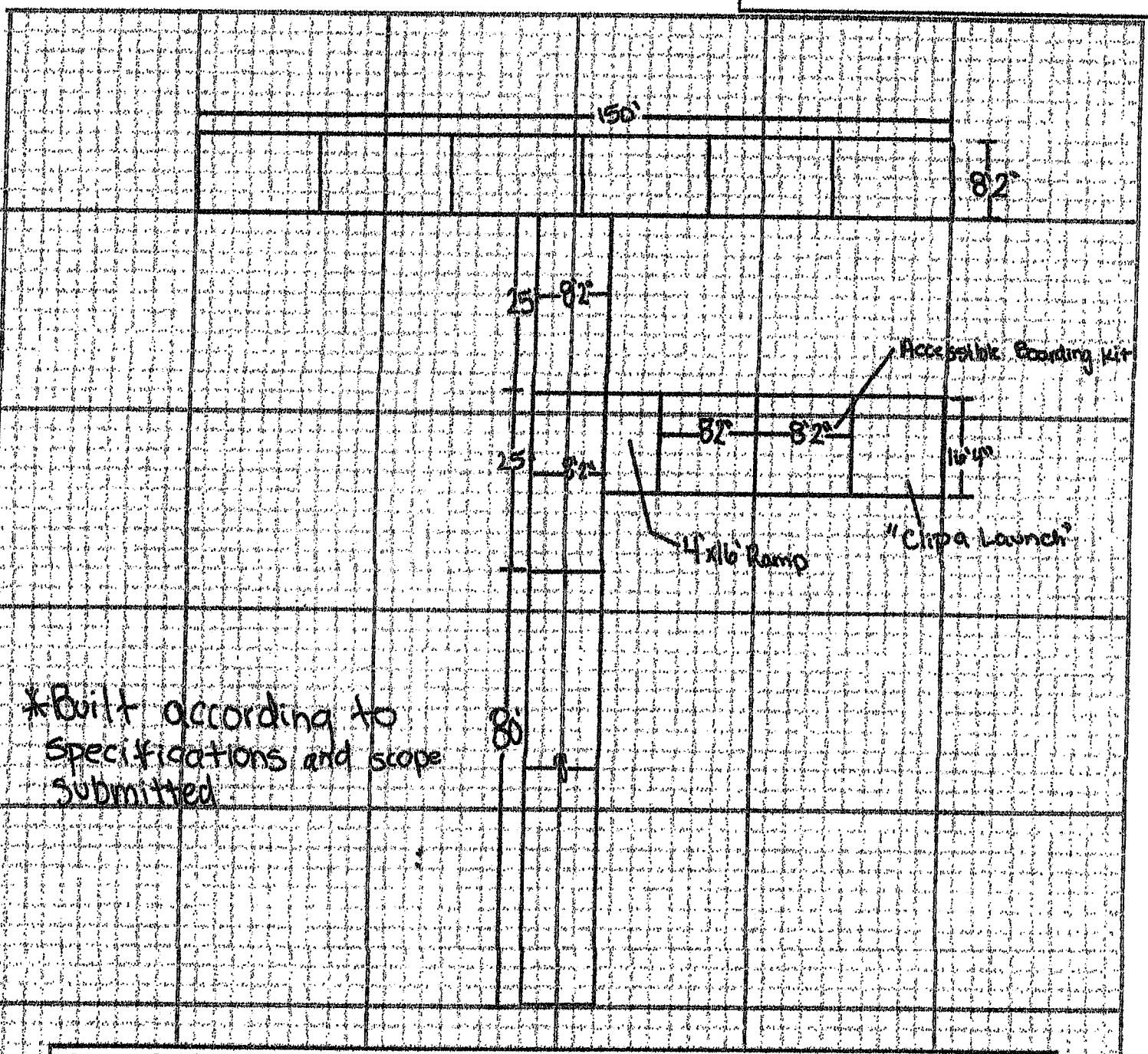
Large Fishing Pier – East Side



Customer: Michael Stephenson

Contact: (865) 437-7646

Job Address: Knox County Fishing Pier



*Built according to Specifications and scope Submitted

Description :

8'2"x150' Fishing pier with 8'x80' Gangway
(2)8'2"x25' Floating Platform connected to gangway
4'x16' Ramp off of first Platform
(2)8'2"x16'4" Floating Platforms connected to ramp.
(6)8'2"x25' Swim Platforms for fishing pier & 2 Bar handrails on swim platforms

DEPARTMENT OF
COMMERCE AND INSURANCE

WRIGHT CONTRACTING, INC.

ID NUMBER: 65789
LIC STATUS: ACTIVE
EXPIRATION DATE: June 30, 2026

BOARD FOR LICENSING CONTRACTORS
CONTRACTOR

THIS IS TO CERTIFY THAT ALL REQUIREMENTS
OF THE STATE OF TENNESSEE HAVE BEEN MET

ATTN:WILLIAM GARDNER, JR
WRIGHT CONTRACTING, INC.
1116 FARRINGTON DR
KNOXVILLE, TN 37923

State of Tennessee

13945976

BOARD FOR LICENSING CONTRACTORS
CONTRACTOR
WRIGHT CONTRACTING, INC.

This is to certify that all requirements of the State of Tennessee have been met.

ID NUMBER: 65789
LIC STATUS: ACTIVE
EXPIRATION DATE: June 30, 2026
UNLIMITED; BC; HC; HRA; LMC; MU

IN-1313
DEPARTMENT OF
COMMERCE AND INSURANCE

RLA-17155 **R-25-3-801**

COMMISSION (PRELIMINARY AGENDA)

Meeting Date: 03/20/2025

Requested By: Drucilla Stills, COUNTY COMMISSION

Department: Risk Management

Requires Expenditure of Funds: Funded in Current Budget:

Appropriation Required:

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, approving an agreement with Rising Medical Solutions, LLC for the provision of Workers' Compensation Medical Bill Review Services not to exceed $65,000.00 annually. **(TO BE ADDED)**

(Risk Management)

Attachments

Resolution

Contract

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, APPROVING AN AGREEMENT WITH RISING MEDICAL SOLUTIONS, LLC FOR THE PROVISION OF WORKERS' COMPENSATION MEDICAL BILL REVIEW SERVICES NOT TO EXCEED $65,000.00 ANNUALLY.

RESOLUTION: **R-25-3-801**

REQUESTED BY: **RISK MANAGEMENT**

PREPARED BY: **KNOX COUNTY LAW DIRECTOR'S OFFICE**

APPROVED AS TO FORM AND CORRECTNESS:_____
DIRECTOR OF LAW

APPROVED:_____
DATE

VETOED:_____
DATE

VETO OVERRIDE:_____
DATE

MINUTE BOOK_____PAGE_____

WHEREAS, Knox County desires to have a contractor provide Workers' Compensation Medical Bill Review Services; and

WHEREAS, the Knox County Procurement Division requested proposals for Medical Bill Review Services and it has been determined that Rising Medical Solutions, LLC submitted the proposal that is most responsible and responsive and best conforms to the specifications and needs of Knox County; and

WHEREAS, Knox County desires to enter into an agreement with Rising Medical Solutions, LLC to provide Workers' Compensation Medical Bill Review Services not to exceed $65,000.00 annually; and

WHEREAS, the proposed agreement with Rising Medical Solutions, LLC is effective for a three (3) year term beginning on April 1, 2025 and may be extended for two (2) additional one (1) year terms which may result in a total of five (5) years; and

WHEREAS, Rising Medical Solutions, LLC has the necessary qualifications to provide the services for Knox County.

NOW THEREFORE BE IT RESOLVED BY THE COMMISSION OF KNOX COUNTY AS FOLLOWS:

The Medical Bill Analysis Service Agreement with Rising Medical Solutions, LLC for the provision of Workers' Compensation Medical Bill Review Services is hereby adopted and approved in substantive form as presented this date, a copy of which is attached to this Resolution and incorporated herein by reference.

BE IT FURTHER RESOLVED, the Medical Bill Analysis Service Agreement with Rising Medical Solutions, LLC for the provision of Workers' Compensation Medical Bill Review Services shall be executed subject to such amendment or action not affecting the substantive provisions of the agreement as may be required and approved by the Knox County Law Director.

BE IT FURTHER RESOLVED, that if any notifications are to be made to effectuate this Resolution, then the County Clerk is hereby requested to forward a copy of this Resolution to the proper authority.

BE IT FURTHER RESOLVED, that this Resolution is to take effect from and after its passage, as provided by the Charter of Knox County, Tennessee, the public welfare requiring it.

_____

Presiding Officer of the Commission Date

_____

County Clerk Date

Approved:_____

County Mayor Date

Vetoed:_____

County Mayor Date

Medical Bill Analysis Service Agreement

This Service Agreement (hereinafter referred to as "this Agreement") is entered into as of the date last signed by either party, by and between Rising Medical Solutions, LLC, a Delaware limited liability company (hereinafter referred to as "RISING") and Knox County Government through its governing body and authorized representative (hereinafter referred to as "COUNTY" or "COMPANY"). RISING and COMPANY, including the affiliates and subsidiaries of each, shall be referred to herein as "the Parties."

It is understood and agreed by the Parties that the terms and conditions of this Agreement shall be effective upon the date RISING and COMPANY implement.

Preamble/Purpose

WHEREAS, COUNTY requested sealed proposals for Medical Bill Review Services for Knox County (Request for Proposal Number 3601); and

WHEREAS, RISING submitted a proposal in accordance with said requested specifications, the response of which is the most responsible and responsive proposal meeting specifications by County; and

WHEREAS, RISING is duly authorized by the State of Tennessee to self-administer workers' compensation benefits for its employees under Tennessee law; and

WHEREAS, COMPANY desires to access RISING's services, including, but not limited to, medical billing analysis, PPO Network access, professional fee negotiation, professional service and fee review, and access to preferred provider organization programs and networks (collectively referred to as the "Services"); and

WHEREAS, RISING agrees and undertakes to provide said services for COUNTY, as set forth in the Request for Proposal, and at the price quoted for said services by RISING. Further, in accordance with the lawful directions of the COUNTY, the RISING agrees in all respects, to be governed by the Request for Proposal specifications and the RISING's proposal and response; and

WHEREAS, RISING desires to perform such Services on behalf of COMPANY; and

WHEREAS, RISING and COMPANY desire to enter into this Agreement which sets forth the terms and conditions upon which RISING's Services will be provided.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions contained herein, the Parties hereto mutually stipulate and agree to as follows:

I. Definitions

Capitalized terms shall have the meanings set forth and contained herein.

1.01 Ancillary Network: A PPO or specialty network to address Ancillary Provider Bills at discounted rates to the open market. Ancillary is also often used to describe non-medical networks such as Pharmacy, DME, Dental, Specialty treatment, etc.

1.02 Bill(s): A submitted billing by a medical provider for services rendered. Often called a "claim" in the context of group health insurance, it is called a "bill" in the context of workers compensation and property and casualty insurance because a claim is an injury accident (incident).

1.03 Bill Review Discount/Savings/Reduction (BR): The variance between a) the rate charged by the providers, hospitals, medical centers, and other medical providers; and, b) the rate stated by State Mandated Fee Schedule tables; or for non-State Mandated Fee Schedule states, the variance between a) the rate charged for professional services; and, b) the rate stated by Usual, Customary and Reasonable (UCR) and Relative Actual Charge Data (RACD).

1.04 Catastrophic Case Management: Case management requiring a more experienced case manager (e.g. a nurse with a separate certification in catastrophic care).

1.05 Catastrophic Claim: Based on the nature of injury, these claims are those that are perceived as likely to exceed COMPANY retention from first report of injury. Claims arising out of any injuries causing: (a) multiple fractures/trauma, (b) brain injuries or damage, (c) spinal cord injuries, (d) extensive burns, (e) paralysis, (f) amputation (g) blindness in one or both eyes, or (h) accidents involving multiple parties.

1.06 Clean Bill: A clean bill is defined as one containing all information necessary to process the bill through according to RISING and COMPANY standards.

1.07 Claim: A specific accident or incident in the property and casualty market. All expenses incurred as a result of this incident including medical payments, indemnity payments, property damage and allocated expenses are associated to the same "claim."

1.08 Complete Bill: One containing all information necessary to complete its processing according to RISING and COMPANY standards.

1.09 Client Data: Data, claim information, bill, and/or payment information to which RISING may become the recipient in connection with the services offered under this Agreement and/or other data collected and generated on behalf of County for services provided by RISING under this Agreement, including but not limited to, eligibility files, all date and cost fields, diagnosis and service codes, patient identifiers, and provider information, case management records and notes.

1.10 Dental: Treatment, billing or networks for dental services. Billing for treatment will be charged with Dental specific coding.

1.11 Diagnosis Related Group (DRG): An inpatient classification system based on several factors e.g., principal diagnosis; secondary diagnosis; surgical factors; age; sex; and discharge status.

1.12 Durable Medical Equipment (DME): Expensive non-disposable medical supplies (i.e. hospital beds, wheelchairs) which may be rented or purchased for a Participant.

1.13 Explanation of Benefits (EOB): A statement mailed to a Participant explaining why a medical bill was or was not paid and the logic and amounts for any payments.

1.14 Field Case Management (FCM): The use of a nurse or expert to work with the Participant, medical community, insurer, and employer to achieve some positive outcome on the Claim.

1.15 File Transfer Protocol (FTP): Language used for file transfer from computer to computer across the World Wide Web (www).

1.16 HCPCS: Health Care Financing Administration Common Procedural Coding System. An expansion of billing codes (CPT codes) to account for additional services such as ambulance transport, supplies and equipment.

1.17 Hospital/Facility Bill: A bill generated on a UB92 or by a hospital or ambulatory surgical center for facility services and fees. A bill should include roll up generic revenue codes and hospital specific detail coding/billing.

1.18 Implants Discount/Savings/Reduction: Surgical implants may be considered a "carve out" from many state fee schedule DRG, per diem or cost to charge ratio fee schedules, and shall be re-priced separately. When a state mandated fee schedule specifies rates for implants, savings shall be defined as the variance between (a) the rate charged by the providers, hospitals, medical centers, and other medical providers and (b) the fee schedule determined allowance based on applying the rules. When the facility provides all information needed to properly apply the fee schedule rates, the resulting savings shall be categorized as Bill Review Discount/Savings/Reduction. Any professional time incurred to determine the appropriate rate shall be charged as a Professional Fee. Additional reductions attained through Professional Review, including but not limited to Rising's proprietary surgical implant invoice master database validation, acquiring the

manufacturer implant invoices, audit of charges vs. actual usage of product, or negotiation of implant rates, shall be categorized as Other Discount/Savings/Reduction. Savings originally achieved from denied or disallowed implant charges due to lack of submitted implant invoice costs may be (1) allocated based on past results; or, (2) categorized as Bill Review Discount/Savings/Reduction. All savings will be properly re-allocated when all necessary information is received. When a state mandated fee schedule does not include rates for implants, savings is defined as the variance between (a) the rate charged by the providers, hospitals, medical centers, and other medical providers and (b) the RISING determined allowance; and shall be categorized as Other Discount/Savings/Reduction.

1.19 Life Care Plan (LCP): The determination of future medical and life needs for a Participant and costs for Reserving, MSA, or Settlement purposes.

1.20 Medical Bill Analysis/Review (MBA): The reviewing and re-pricing of medical bills by trained analysts and RISING's bill analysis system. Reductions and reviews include Usual, Customary and Reasonable (UCR), Relative Actual Charge Data (RACD), state worker's compensation and/or auto medical fee schedule rates. These are non-contractual discounts.

1.21 Medicare Set-Aside (MSA): A product that assists clients in complying with Federal law on any settlement that accounts for future medical treatment.

1.22 Medicare Set-Aside Administration: RISING will pay bills according to the MSA agreement, state fee schedule and Medicare allowable in order to comply with MSA requirements.

1.23 Negotiated Discount/Savings/Reduction: The variance between the lesser of (a) the rate charged by the providers, hospitals, medical centers, and other medical providers or (b) the allowance post BR; and the amount agreed to during the Professional Negotiation process.

1.24 Network/PPO Discount/Savings/Reduction (Net Red): The variance between the lesser of (a) the rate charged by the providers, hospitals, medical centers, and other medical providers or (b) the allowance post MBA review; and the contractual allowance after the PPO agreement has been applied.

1.25 Network/PPO Rates: The allowance for a service as defined by a PPO contract with a medical provider.

1.26 Other Discount/Savings/Reduction: Value added savings over and above bill review savings. Includes professional negotiation, professional review, audit and any additional value added savings not associated with the bill review or network savings categories. Savings opportunities listed in fee schedule rules or in state or federal laws, which are subject to interpretation, defense or manual calculation may be included in this category.

1.27 Participant: Any individual covered by COMPANY who will have services provided or bills reviewed by RISING under the terms of this contract. Often referred to as the claimant, patient, or injured party.

1.28 Pharmacy: Treatment, billing or networks for pharmaceutical products provided for the Participant(s). Bill will most often have charges listed with National Drug Codes (NDC).

1.29 Pharmacy Program: A program in which RISING or a RISING Partner sign-up participates in a discount pharmacy program. Cards and letters are used for notification and Claims are downloaded to the pharmacy program from RISING MBA system.

1.30 Participating Provider Organization/Network (PPO): A network of contracted and participating providers, hospitals and medical centers. The contracts/relationships can be directly with RISING or through other organizations with which RISING has contractual relationships.

1.31 Primary Network: The medical provider network that will be used as the first choice for a state or region.

1.32 Professional Fee: A fee charged for Professional Review or any other service performed by a Professional Reviewer. Fees will not be charged when the Professional Reviewer fee is already inclusive in another fee, such as Other Savings fee. Examples would include professional review validation such as fee schedule surgical implant calculations, Fee Schedule DRG validation, hospital audits, relatedness review, application of independent medical exam or physician file review results, etc.

1.33 Professional Negotiations: The process RISING follows to obtain a discount on a medical bill from a provider, hospital, medical center, or other medical provider. This discounted rate of reimbursement shall be agreed to by the provider.

1.34 Professional Review: The process of reviewing the treatment, bills, or coding by a professional, including but not limited to a nurse, medical doctor, chiropractor, physical therapist, or certified coder, for additional savings over and above the bill review rate savings. Savings can be generated by audit coding level or guideline application, relatedness, billing review, law application, CPT coding rules, DRG re-pricing, per diem re-pricing, or other method intended to increase savings.

1.35 Professional Review/Audit Discount/Savings/Reduction: The variance between the lesser of (a) the rate charged by the providers, hospitals, medical centers, and other medical providers or (b) the allowance post BR; and the amount allowable after the professional review process.

1.36 Professional Service: A medical service rendered by a medical professional, usually represented by a CPT code, in an office or non-facility setting.

1.37 Provider Bill: A bill from a medical provider for medical treatment. Services will be charged with American Medical Association Current Procedure Terminology Codes (AMA CPT) or state fee schedule codes.

1.38 Relative Actual Charge Data (RACD): A method of calculating an appropriate and reasonable allowance for services based on actual provider charges and a normalization process that takes into account the geography where the services were rendered and the complexity of the service rendered. Often referred to as UCR or U&C.

1.39 RECO-PRO: A recovery program for overpaid bills. RISING methods of recovery from the provider will vary from audit and letters, to negotiations, to large scale recovery partnerships with various organizations.

1.40 Request For Proposal (RFP). An invitation for providers of a product or service to bid on the right to supply that product or service to the individual or entity that issued the RFP.

1.41 Reserve: Funds set aside to cover future expenses, losses, claims, or liabilities.

1.42 Rising Guarantee: Rising's pre-authorization, coordination, and direct reimbursement of surgical procedures bundled into all-inclusive case rates (including surgeon, facility and implants/devices). Rising Guarantee may also include advance purchase of various medical procedures at rates negotiated by Rising and Company.

1.43 Rising Ultimate: A Proactive Early Intervention Program combining the "best practices" of medical management, care coordination and dashboard analytics to prevent high costs and promote quick resolution. It is a one year flat fee program in which every accepted case is managed by an injury coordinator and/or a case manager and dashboard analytics. Care direction, opioid management and coordination of surgical interventions are all key components.

1.44 Secondary or Wrap Network: Medical provider networks that contractually allow access to their providers, but do not require primary status. Can be used to increase coverage or fill coverage gaps in the primary network.

1.45 Settlement: To fix or resolve conclusively; to make or arrange for final disposition.

1.46 Specialty Review: Review of facility or other bill utilizing proprietary and public data to support appropriate and fair reimbursement.

1.47 Structured Settlement: An agreement to pay or receive a court judgment or mediated or negotiated settlement over a period of time rather than all at once.

1.48 Telephonic Case Management (TCM): Case management that does not require live on-site Participant visits. TCM is often used in low severity injuries, in conjunction with FCM where the TCM nurse can mentor or guide a field nurse, or in maintenance mode of large stable claims to ensure early reaction to complications.

1.49 UB-92: Medical bill used to electronically submit claims for health care received in an institutional setting to payers. Also known as HCFA 1450 and UB04, and HCFA 1500 and CMS 1450.

1.50 Usual Customary and Reasonable (UCR) or Usual and Customary (U&C): Allowable expense for any necessary health care service or supply. Allowable expense is calculated based on various data sources. Most often, RACD is utilized to determine the UCR/U&C allowance.

1.51 Utilization Review (UR): Medical analysis products that address the appropriateness of care. Can be prospective, concurrent or retrospective. Pre-certification, pre-authorization, independent medical examination (IME), peer review of medical records and treatment or physician file review or peer to peer conversation are deemed for purposes of this Agreement UR products.

1.52 Value Added Savings: Any savings over the state fee schedule or Usual and Customary rate for an individual medical service including, but not limited to, those produced by negotiations, PPO, coding review, professional review, audit, any state rule application, and/or Reco-Pro.

1.53 Vision: Vision is Rising's framework for delivering web-based solutions to customers. Customers will be given access to a web portal configured to their specific needs.

II. Purpose

2.01 The purpose of this Agreement is to allow COMPANY access to RISING's Services.

III. COMPANY Duties and Obligations

3.01 COMPANY or COMPANY partner shall provide RISING all necessary information and medical bills for RISING's review, evaluation and re-pricing as appropriate and consistent with RISING'S Services.

3.02 COMPANY or COMPANY partner will scan or electronically send the medical bills submitted to COMPANY in a timely manner through a manner mutually agreed upon.

3.03 COMPANY or COMPANY partner will screen medical bills and determine their compensability prior to RISING routing bills to PPO partners or through negotiation services. COMPANY understands that once RISING has performed Services as set forth in this Agreement concerning medical bills forwarded by COMPANY, RISING's fees for performing said Services are due and payable, regardless of any change in the compensability of the claim or bills reviewed by RISING.

3.04 COMPANY or COMPANY partner shall issue payment to provider based upon RISING's review and re-pricing in a timely manner, consistent with state, federal, network, or its contractual requirements for payment. COMPANY shall make its best effort to reimburse a provider contracted by or affiliated with a RISING preferred provider organization (a "PPO Network Provider") for services provided to an individual insured by COMPANY ("Participant") on or before the thirtieth (30th) day following the date on which a complete bill for payment was received by COMPANY, but not later than the forty-fifth (45^{th}) day following the date on which a complete bill for payment was received. If payment is not made within said forty-five (45) day period, upon PPO Network Provider's request, the COMPANY shall forfeit the discount for the provision of PPO Network Provider's services and the COMPANY shall be required to pay the PPO Network Provider at the bill review applicable allowance rates.

3.05 COMPANY or COMPANY partner shall furnish a PPO Network Provider with an explanation of benefits, whether or not any payment is made on the bill for payment, that reflects the date of service, the balance, if any, owed by the COMPANY, and such other information as may be reasonably required for the PPO Network Provider to reconcile the payment, if any, with the corresponding bill submitted by the PPO Network Provider;

3.06 COMPANY shall establish and implement a system for PPO Network Providers to verify those Participants entitled to receive Services at network rates. COMPANY reserves the right to use non-network providers deemed medically appropriate by COMPANY.

3.07 COMPANY shall not ***retroactively*** deny a bill for medical service on the basis that such medical service was not medically necessary or authorized ***if*** the bill ***was authorized in*** advance by the COMPANY or anyone authorized to act on its behalf.

3.08 COMPANY or COMPANY partner may request RISING to develop contractual relationships with a desired provider or provider network to meet COMPANY'S specific needs. RISING may at its discretion contract directly, or through a contractual partner, with such providers to meet the needs of COMPANY.

3.09 COMPANY shall not decompile, disassemble, or reverse engineer any part of the services or products supplied by RISING, without express written consent of RISING.

3.10 COMPANY shall comply with all local, state and federal laws and regulations applicable to the Services covered under this Agreement.

3.11 COMPANY shall be billed directly for RISING's services at the rates indicated in Exhibit A, attached hereto.

3.12 COMPANY agrees to pay RISING within forty-five (45) days of receipt of RISING's invoice. Should COMPANY remit payment to RISING after forty-five (45) days, a late fee of 1.25% per month (15% annually)-will be charged.

3.13 COMPANY will work with RISING to develop programs that increase Participant's receipt of medical services through RISING's PPO Network Providers.

3.14 COMPANY shall use RISING's Services exclusively throughout the Initial Term of this Agreement and during any subsequent Renewal Terms.

3.15 COMPANY shall have access to Vision until termination of this Agreement.

IV. RISING Duties and Obligations

4.01 RISING shall perform Services for COMPANY in a timely and professional manner. RISING shall complete review of all bills within an average of five (5) business days from the date of RISING's receipt to completion. This timeframe shall not include time for bills spent in client queues, reevaluations, or bills routed through any service other than the standard Medical Bill Analysis/Audit ("MBA") including but not limited to bills with Other Discount/Savings/Reductions, Specialty Review, Professional Negotiations, or Professional Review. Bills received after 1 P.M. Central Standard Time (CST) will count as received on the next business day.

4.02 RISING shall comply with all local, state and federal laws and regulations applicable to the Services covered under this Agreement.

4.03 RISING shall maintain a website for submission and approval of bills by COMPANY staff.

4.04 RISING will work with COMPANY to increase automation and integration between the Parties to promote efficiency and accuracy.

4.05 RISING shall be the party responsible for handling and managing provider relationships and disputes and mediating any dispute with networks and providers arising under this Agreement. RISING will work with and establish contractual relationships with preferred provider organization networks at the request of COMPANY.

4.06 RISING shall record all credits due COMPANY for any reason including lost value added savings, overpayment recovery, COMPANY overpayment, or any other credit. RISING shall pay credits due COMPANY within sixty days if COMPANY has no past due balance owed RISING. In the event COMPANY has a past due balance, RISING shall hold credits due COMPANY until COMPANY pays its outstanding past due balance. In all cases RISING's maximum fee credit or refund exposure shall be on a per bill basis and shall be no more than the equivalent of RISING's fee for that particular bill.

4.07 RISING shall maintain records of all sign-off negotiations performed on COMPANY's behalf, and will keep such records while this Agreement is in effect, and for a period of one year thereafter.

4.08 RISING will provide COMPANY with its Standard Reporting Package each month indicating the results of RISING's Services for the prior month. The Standard Reporting Package will be provided free of charge to COMPANY. RISING will publish annual adjustments to its existing Standard Reporting Package on its website. Ad hoc reporting or customization requests not included within the Standard Reporting Package will require COMPANY approval of the appropriate Statement of Work before any work shall be initiated by RISING. A RISING invoice for work completed shall be submitted to COMPANY upon acceptance of deliverables. Any statement of work exceeding five (5) hours of work requires approval by Evan E. Hauser, Deputy Law Director, or other Designee specified in writing by the Knox County Law Department the designated Purchasing contact. RISING will provide all necessary state reporting data and extracts which COMPANY is required to file with regulatory authorities. RISING will provide all necessary state reporting data

and extracts which COMPANY is required to file with regulatory authorities. RISING shall not be held responsible for any state penalties or fees stemming from any delay caused by COMPANY.

4.09 RISING shall recoup all duplicate payments made by COMPANY to the provider in the event a RISING error is the cause of the overpayment. RISING will reimburse or credit COMPANY according to Section 4.06 within 60 days of such event and will be responsible for collecting these overpayments from the provider directly. Should the provider issue overpayment directly to COMPANY, COMPANY shall notify RISING immediately of such payment. If RISING has already credited or reimbursed the overpayment to COMPANY, COMPANY shall refund the money to RISING or notify RISING to reverse the credit. Overpayments that are a result of provider coding or provider billing practices or COMPANY error shall not apply to this Section.

4.10 RISING will download available information meeting COMPANY'S criteria on all a) new Claims, or b) lost time only claims, or c) COMPANY selected claims to the appropriate pharmacy program if selected by COMPANY, within 48 business hours of RISING's initial set-up of a new eligible claim.

4.11 RISING will flag all pharmacy treatment outside the selected pharmacy program, if any, for inclusion in a discount pharmacy program.

4.12 Upon termination of this Agreement, or upon COMPANY request, RISING will provide COMPANY with all billing history in RISING's system within 72 hours for the purposes of duplicate billing detection. Such billing history shall be provided once COMPANY owes no outstanding balance to RISING.

4.13 RISING will work with COMPANY to ensure Services are of the utmost quality and value.

4.14 Any billing re-evaluation service provided by RISING shall terminate sixty (60) days after the termination of this Agreement. At such time, billing re-evaluation services may be continued at the standard RISING rate then applicable based upon current COMPANY volume.

4.15 RISING shall provide data extracts of COUNTY's Client Data using the RISING XML Data Exchange file specification to its designated warehouse vendor upon request at no additional charge.

V. Term; Termination

5.01 **Term**. This Agreement shall commence as of April 1, 2025 and continue thereafter for a period of three (3) years. This Agreement may be extended for two (2) additional one (1) year terms which may result in a total of five (5) years. Any extension shall be at the sole discretion of Knox County.

5.02 **Termination.** This agreement may be terminated by either Party with or without cause at any time upon 30 days written notice. RISING shall receive payment for all satisfactory, authorized services completed prior to the effective termination date.

5.02.1 In the event this Agreement is terminated for any reason, all fees and amounts due for Services rendered up to and including the termination date shall be immediately paid by COMPANY to RISING. Any credits or offsets due COMPANY shall also be paid immediately by RISING.

5.03 Breach of Contract. Failure of either Party to meet the terms or conditions of this Agreement, including but not limited to timely payment for services, will be a breach. The non-breaching Party may give the breaching Party thirty (30) days written termination notice, during which time the Party in breach may cure the breach. If at the close of the thirty (30) day period, the conditions of this Agreement are still not met; this Agreement shall terminate.

5.04 **Immediate Termination.** This Agreement shall immediately terminate upon the occurrence of any of the following: (a) any willful misconduct, violation of law, or any act of fraud or dishonesty relating to this Agreement, by either Party or any of its officers, directors, or employees; or (b) receivership, liquidation, bankruptcy, either Party's written admission of its inability to pay debts as they become due, or assignment for the benefit of creditors.

VI. Liability; Indemnification

6.01 RISING shall defend, indemnify, and hold harmless COUNTY, its officers, employees and agents from any and all liabilities which may accrue against the COUNTY, its officers, employees and

agents or any third party for any and all lawsuits, claims, demands, loss or damages of any nature brought because of, arising out of, or due to breach of this Agreement by RISING, its subcontractors, suppliers, agents, or employees due to any negligent act or occurrence or any omission or commission of RISING, its subcontractors, suppliers, agents or employees. RISING shall save, indemnify and hold COUNTY harmless from the cost of the defense of any claims, demand, suit or cause of action made or brought against COUNTY alleging liability referenced above, including, but not limited to, costs fees, attorney fees, and other expenses of any kind whatsoever arising in connection with the defense of COUNTY; and RISING shall have the option to assume and take over the defense of the COUNTY in any such claim, demand, suit or cause of action upon timely notice and demand for same by COUNTY. In the event RISING refuses to defend COUNTY, RISING shall pay all costs, attorney fees, and expenses incurred by COUNTY. RISING shall save, indemnify, and hold COUNTY harmless and pay judgments that shall be rendered in any such actions, suits, claims or demand against COUNTY alleging liability referenced above.

6.02 COMPANY shall not retain legal counsel with respect to defense of any claims resulting from or arising out of the negligent acts, errors, omissions or willful misconduct of RISING without first obtaining RISING's written approval.

6.03 RISING at its sole cost and expense, will maintain general and professional liability insurance and other insurance as necessary or required by law to insure RISING and its employees against any claims for damages arising out of or resulting from Services provided by RISING under this Agreement. RISING shall provide COMPANY with a Certificate of Insurance verifying existence of this coverage upon execution of this Agreement and every subsequent anniversary, including the one-year period following this Agreement's termination.

VII. Proprietary Materials and Information; Non-competition; Non-solicitation

7.01 Both Parties agree they may obtain information or material from the other that would be considered proprietary or trade secrets (the "Confidential Information"). This information includes, but is not limited to: Client Data, client lists, pricing, processes, forms, instruction documents, software/hardware solutions, PPO Network Provider, preferred provider organization networks/contracts/contractual rates, marketing material, reports, Request for Proposal (RFP) replies, lists of resources, methodologies, work approaches, tutorials, procedures, techniques, algorithms, and any other information either Party would consider confidential.

7.02 Subject to paragraph 7.04, both Parties agree to protect the confidentiality of such Confidential Information during and after the term of this Agreement and shall not disclose such Confidential Information to any third party without the express written consent of the other Party.

7.03 Any and all Client Data shall remain the property of the COUNTY and RISING shall not be deemed by virtue of this Agreement or by any access to COUNTY's Client Data to have acquired any right or interest of any kind in or to any such Client Data. RISING shall not use Client Data for any purpose except for rendering services under this Agreement.

7.04 Tennessee Open Records Act. Notwithstanding the obligations set forth in this Section 7 and elsewhere in this Agreement, RISING understands and agrees that COUNTY is a governmental agency subject to the Tennessee Open Records Act, Title 10, Chapter 7, Tennessee Code Annotated. Under the provisions of this Act, certain COUNTY contracts and documents are open to public review, except as otherwise provided by law. COUNTY will comply with any legitimate request pursuant to this Act and shall have no liability for documents requested and released under this Act. In the event a request is made regarding the disclosure of this Agreement pursuant to the Tennessee Open Records Act, COUNTY shall notify RISING within ten (10) business days.

VIII. HIPAA Compliance

8.01 RISING and COMPANY agree to abide by and remain in compliance with HIPAA and other state and/or federal privacy laws to the extent applicable to workers compensation or any other COMPANY line of business.

8.02 RISING agrees to take reasonable steps to maintain the security of protected health information disclosed by COMPANY, including, where necessary, execution and delivery of confidentiality forms with any third parties to which RISING intends to share such information.

8.03 The parties have previously entered into a Business Associate Agreement that sets forth in more detail the obligations of the parties regarding the receipt and disclosure of 1) information concerning County employees and/or claimants which would be considered "non-public personal information" within the meaning of Title V of the Gramm-Leach Bliley Act of 1999 (Public Law 106-102, 113 Stat. 1338) and its implementing regulations, as the same may be amended from time to time; (2) information concerning such County employees and/ or claimants which would be considered "individually identifiable health information" within the meaning of the Health Insurance Portability and Accountability Act; and (3) information concerning County employees and/or claimants which is protected from disclosure by other applicable federal or state laws and regulations regarding privacy. To the extent this provision or any other provision of this Agreement conflicts with the terms of the Business Associate Agreement, the Business Associate Agreement shall control the parties' responsibilities and obligations.

IX. Governing Law

9.01 This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee. Each party irrevocably agrees that any legal action, suit or proceeding brought by it in any way arising out of this Agreement must be brought solely and exclusively in the Chancery or Circuit Court of Knox County, Tennessee, and each party irrevocably submits to the sole and exclusive personal jurisdiction of the Chancery or Circuit Court of Knox County, Tennessee, generally and unconditionally, with respect to any action, suit or proceeding brought by it or against it by the other party. Both parties agree to waive any right to have a jury participate in the resolution of the dispute or claim, whether sounding in contract, tort or otherwise, between any of the parties or any of their respective affiliates arising out of, connected with, related to or incidental to this Agreement to the fullest extent permitted by law.

X. Notice

10.01 All notices under this Agreement shall be written and either: personally delivered; sent certified mail (postage prepaid and return receipt requested); or sent overnight express courier service that provides written confirmation of delivery to the following:

TO RISING:
Rising Medical Solutions, LLC.
Attn: Katharine Dunn – Corporate Counsel
325 N. LaSalle St. – Suite 600
Chicago, IL 60654

TO COMPANY:
David L. Buuck
Knox County Law Director
400 W. Main Street, Suite 612
City-County Building
Knoxville, TN 37902

The Parties shall notify each other of a change in address.

XI. <u>Appropriations</u>

11.01 In the event no funds are appropriated by County for the ongoing self-administration of its workers compensation claims in any fiscal year or insufficient funds exist to provide the services, then the Agreement shall expire upon the expenditure of previously appropriated funds or the end of the current fiscal year, whichever occurs first, with no further obligations owed to or by either party.

XII. Books and records

12.01 RISING shall maintain all books, documents, accounting records and other evidence pertaining to the services provided under this Agreement and make such materials available at their offices at all reasonable times during the contract period and for three (3) years from the date of the final payment under the Agreement for inspection by County or by any other governmental entity or agency participating in the funding of this Agreement, or any authorized agents thereof; copies of said records to be furnished if requested. Such records shall not include those books, documents and accounting records that represent the RISING's costs of manufacturing, acquiring or delivering the products and services governed by this Agreement.

XIII. Assignment

13.01 That no assignment of this agreement, or any rights or interest arising hereunder, shall be valid unless mutually agreed upon between the Parties.

XIV. Severability clause

14.01 If any provision of this Agreement is declared illegal, void, or unenforceable the remaining provisions shall not be affected but shall remain in force and in effect.

XV. Relationship of Parties

15.01 This Agreement does not create nor will be construed to create any relationship between the parties other than that of independent contractors. Neither of the parties nor any of the parties' employees or agents will be considered to be the employees, partners, co-venturers or owners of the other, nor to have dominion or control or any agency relationship over the other.

XVI. Tax Compliance

16.01 Pursuant to Resolution R-07-1-903 passed by the Commission of Knox County, Tennessee, RISING hereby acknowledges, by submission of its bid and signature that it is current in its respective Federal, State, County, and City taxes of whatever kind or nature and is not delinquent in any way. Delinquent status must be disclosed or RISING risks debarment by the Knox County Purchasing Division.

XVII. Nondiscrimination and non-conflict statements

17.01 RISING agrees that no person on the grounds of handicap, age, race, color, religion, sex or national origin, shall 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 RISING. RISING shall upon request show proof of such non-discrimination, and shall post in conspicuous places available to all employees and applicants notices of non-discrimination.

XVIII. Compliance with all federal, state, and municipal laws

18.01 RISING is assumed to be familiar with and agrees to observe and comply with all federal, state, and local laws, statutes, ordinances, and regulations in any manner affecting the provision of medical bill analysis and other services pursuant to this Agreement, and all instructions and prohibitive orders issued regarding this work and shall obtain all necessary permits and/or licenses.

XIX. Agreement Documents

19.01 It is mutually agreed by both parties that the following documents are made part of this Agreement and are incorporated herein by reference:

A. Medical Bill Analysis Services Agreement with Exhibit A
B. Request for Proposal Number 3601 including Addendums
C. Response to Request for Proposal Number 3601

D. RISING's Certificate of Insurance
E. Business Associate Agreement

This instrument including Exhibit A and the above named documents by reference herein constitutes the whole and entire agreement between the parties and supersedes all prior oral and written agreements. To the extent any term and/or provision contained in the Request for Proposal Number 3601 including Addendums and RISING's Response to Request for Proposal Number 3601 conflict with the terms and/or provisions contained in the Medical Bill Analysis Services Agreement with Exhibit A, the terms and/or provisions of the Medical Bill Analysis Services Agreement with Exhibit A shall control the rights and obligations of the Parties. This instrument may be altered only by a subsequent mutual agreement that is reduced to writing and is executed by authorized legal representatives of both parties.

IN WITNESS WHEREOF, COMPANY and RISING execute this Agreement effective upon the date first set forth above.

Knox County Government

By (Print): Glenn Jacobs

Signature: _____ Date: _____

Title: Knox County Mayor

Rising Medical Solutions, LLC

By: Jason F. Beans

Signature: _____ Date: _____

Title: Chief Executive Officer

Contract #: _____
Approved as to Legal Form:

_____ _____
Knox County Law Director's Office Date

Exhibit A- Pricing

BILL REVIEW & UTILIZATION REVIEW SERVICE FEES

- Fixed per bill fee for processing the County's bill to the Tennessee Medical Fee Schedule (approximately 308 per month): **$7.50 per bill**.
- Fixed percentage of "net savings" fee for adjusting the County's bill to a PPO or other amount beneath the Tennessee Medical Fee Schedule rate: **25%**.
- Yes, we are willing to charge a nominal per bill fee for "passing through" any bills for services we may receive in which the County has pre-negotiated a particular rate (e.g. Pharmacy bills and Physical Therapy bills). Our Straight Through Processing (STP) rate: **$3.95 per bill.**
- Fixed fee for Utilization Review: **$110 per request**.
- Fixed fee for Physician Peer Clinical Review: **$260 per request**.

Additional Features

Feature	Rate
Data Capture / Bill Intake / EDI Clearinghouse (e-bill import)	Included
Duplicate Bill Detection / Processing	Included
VISION™ Adjuster Portal (bill assessment / status, document images, treatment alerts)	Included
Reporting & Dashboard Suite	Included
ODG Functionality Access (integrated access to claim risk scoring, reserving tools, RTW alerts, evidence-based guidelines)	Included (*fee waived*)
Implementation / Claims System Integration Fee	N/A, currently integrated w/ the County

Most Favorable Pricing
We guarantee that Knox County will receive the lowest price offered for similar services and products. If at any time during the contract period we offer a lower price to another customer of similar account type, account size / volume, state-specific considerations, and technology requirements / investment, we will notify the County and offer the lower price to them as well. Should we fail to notify the County of said lower pricing, the County reserves the right to:

a. Cancel the contract, or
b. Determine the amount the County was overcharged and submit a request for payment for that amount.

OFFICE OF COUNTY MAYOR GLENN JACOBS

Procurement Division, 1000 N. Central Street, Suite 100, Knoxville, TN 37917

ADDENDUM II
REQUEST FOR PROPOSAL 3601
WORKER'S COMPENSATION BILL REVIEW/UTILIZATION REVIEW SERVICES

ADDENDUM DATE: November 5, 2024

BUYER: Jay Garrison, CPPO, CPPB

ORIGINAL CLOSING DATE: November 14, 2024 at 2:00 PM

THE FOLLOWING IS FOR CLARIFICATION:

Regarding Question 23 of Addendum I. Please see attached for the current contract with Rising.

End of addendum.

Jay Garrison, CPPO, CPPB
Procurement Coordinator

Medical Bill Analysis Service Agreement

This Service Agreement (hereinafter referred to as "this Agreement") is entered into as of the date last signed by either party, by and between Rising Medical Solutions, LLC, a Delaware limited liability company (hereinafter referred to as "RISING") and Knox County Government through its governing body and authorized representative (hereinafter referred to as "COUNTY" or "COMPANY"). RISING and COMPANY, including the affiliates and subsidiaries of each, shall be referred to herein as "the Parties."

It is understood and agreed by the Parties that the terms and conditions of this Agreement shall be effective upon the date RISING and COMPANY implement.

Preamble/Purpose

WHEREAS, COUNTY requested sealed proposals for Medical Bill Review Services for Knox County (Request for Proposal Number 1794); and

WHEREAS, RISING submitted a proposal in accordance with said requested specifications, the response of which is the most responsible and responsive proposal meeting specifications by County; and

WHEREAS, RISING is duly authorized by the State of Tennessee to self-administer workers' compensation benefits for its employees under Tennessee law; and

WHEREAS, COMPANY desires to access RISING's services, including, but not limited to, medical billing analysis, PPO Network access, professional fee negotiation, professional service and fee review, and access to preferred provider organization programs and networks (collectively referred to as the "Services"); and

WHEREAS, RISING agrees and undertakes to provide said services for COUNTY, as set forth in the Request for Proposal, and at the price quoted for said services by RISING. Further, in accordance with the lawful directions of the COUNTY, the RISING agrees in all respects, to be governed by the Request for Proposal specifications and the RISING's proposal and response; and

WHEREAS, RISING desires to perform such Services on behalf of COMPANY; and

WHEREAS, RISING and COMPANY desire to enter into this Agreement which sets forth the terms and conditions upon which RISING's Services will be provided.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions contained herein, the Parties hereto mutually stipulate and agree to as follows:

I. Definitions

Capitalized terms shall have the meanings set forth and contained herein.

1.01 Ancillary Network: A PPO or specialty network to address Ancillary Provider Bills at discounted rates to the open market. Ancillary is also often used to describe non-medical networks such as Pharmacy, DME, Dental, Specialty treatment, etc.

1.02 Bill(s): A submitted billing by a medical provider for services rendered. Often called a "claim" in the context of group health insurance, it is called a "bill" in the context of workers compensation and property and casualty insurance because a claim is an injury accident (incident).

1.03 Bill Review Discount/Savings/Reduction (BR): The variance between a) the rate charged by the providers, hospitals, medical centers, and other medical providers; and, b) the rate stated by State Mandated Fee Schedule tables; or for non-State Mandated Fee Schedule states, the variance

between a) the rate charged for professional services; and, b) the rate stated by Usual, Customary and Reasonable (UCR) and Relative Actual Charge Data (RACD).

1.04 Catastrophic Case Management: Case management requiring a more experienced case manager (e.g. a nurse with a separate certification in catastrophic care).

1.05 Catastrophic Claim: Based on the nature of injury, these claims are those that are perceived as likely to exceed COMPANY retention from first report of injury. Claims arising out of any injuries causing: (a) multiple fractures/trauma, (b) brain injuries or damage, (c) spinal cord injuries, (d) extensive burns, (e) paralysis, (f) amputation (g) blindness in one or both eyes, or (h) accidents involving multiple parties.

1.06 Clean Bill: A clean bill is defined as one containing all information necessary to process the bill through according to RISING and COMPANY standards.

1.07 Claim: A specific accident or incident in the property and casualty market. All expenses incurred as a result of this incident including medical payments, indemnity payments, property damage and allocated expenses are associated to the same "claim."

1.08 Complete Bill: One containing all information necessary to complete its processing according to RISING and COMPANY standards.

1.09 Client Data: Data, claim information, bill, and/or payment information to which RISING may become the recipient in connection with the services offered under this Agreement and/or other data collected and generated on behalf of County for services provided by RISING under this Agreement, including but not limited to, eligibility files, all date and cost fields, diagnosis and service codes, patient identifiers, and provider information, case management records and notes.

1.10 Dental: Treatment, billing or networks for dental services. Billing for treatment will be charged with Dental specific coding.

1.11 Diagnosis Related Group (DRG): An inpatient classification system based on several factors e.g., principal diagnosis; secondary diagnosis; surgical factors; age; sex; and discharge status.

1.12 Durable Medical Equipment (DME): Expensive non-disposable medical supplies (i.e. hospital beds, wheelchairs) which may be rented or purchased for a Participant.

1.13 Explanation of Benefits (EOB): A statement mailed to a Participant explaining why a medical bill was or was not paid and the logic and amounts for any payments.

1.14 Field Case Management (FCM): The use of a nurse or expert to work with the Participant, medical community, insurer, and employer to achieve some positive outcome on the Claim.

1.15 File Transfer Protocol (FTP): Language used for file transfer from computer to computer across the World Wide Web (www).

1.16 HCPCS: Health Care Financing Administration Common Procedural Coding System. An expansion of billing codes (CPT codes) to account for additional services such as ambulance transport, supplies and equipment.

1.17 Hospital/Facility Bill: A bill generated on a UB92 or by a hospital or ambulatory surgical center for facility services and fees. A bill should include roll up generic revenue codes and hospital specific detail coding/billing.

1.18 Implants Discount/Savings/Reduction: Surgical implants may be considered a "carve out" from many state fee schedule DRG, per diem or cost to charge ratio fee schedules, and shall be re-priced separately. When a state mandated fee schedule specifies rates for implants, savings shall be defined as the variance between (a) the rate charged by the providers, hospitals, medical centers, and other medical providers and (b) the fee schedule determined allowance based on applying the rules. When the facility provides all information needed to properly apply the fee schedule rates, the resulting savings shall be categorized as Bill Review Discount/Savings/Reduction. Any professional time incurred to determine the appropriate rate shall be charged as a Professional Fee. Additional reductions attained through Professional Review, including but not limited to Rising's proprietary surgical implant invoice master database validation, acquiring the manufacturer implant invoices, audit of charges vs. actual usage of product, or negotiation of implant rates, shall be categorized as Other Discount/Savings/Reduction. Savings originally achieved from denied or disallowed implant charges due to lack of submitted implant invoice costs

may be (1) allocated based on past results; or, (2) categorized as Bill Review Discount/Savings/Reduction. All savings will be properly re-allocated when all necessary information is received. When a state mandated fee schedule does not include rates for implants, savings is defined as the variance between (a) the rate charged by the providers, hospitals, medical centers, and other medical providers and (b) the RISING determined allowance; and shall be categorized as Other Discount/Savings/Reduction.

1.19 Life Care Plan (LCP): The determination of future medical and life needs for a Participant and costs for Reserving, MSA, or Settlement purposes.

1.20 Medical Bill Analysis/Review (MBA): The reviewing and re-pricing of medical bills by trained analysts and RISING's bill analysis system. Reductions and reviews include Usual, Customary and Reasonable (UCR), Relative Actual Charge Data (RACD), state worker's compensation and/or auto medical fee schedule rates. These are non-contractual discounts.

1.21 Medicare Set-Aside (MSA): A product that assists clients in complying with Federal law on any settlement that accounts for future medical treatment.

1.22 Medicare Set-Aside Administration: RISING will pay bills according to the MSA agreement, state fee schedule and Medicare allowable in order to comply with MSA requirements.

1.23 Negotiated Discount/Savings/Reduction: The variance between the lesser of (a) the rate charged by the providers, hospitals, medical centers, and other medical providers or (b) the allowance post BR; and the amount agreed to during the Professional Negotiation process.

1.24 Network/PPO Discount/Savings/Reduction (Net Red): The variance between the lesser of (a) the rate charged by the providers, hospitals, medical centers, and other medical providers or (b) the allowance post MBA review; and the contractual allowance after the PPO agreement has been applied.

1.25 Network/PPO Rates: The allowance for a service as defined by a PPO contract with a medical provider.

1.26 Other Discount/Savings/Reduction: Value added savings over and above bill review savings. Includes professional negotiation, professional review, audit and any additional value added savings not associated with the bill review or network savings categories. Savings opportunities listed in fee schedule rules or in state or federal laws, which are subject to interpretation, defense or manual calculation may be included in this category.

1.27 Participant: Any individual covered by COMPANY who will have services provided or bills reviewed by RISING under the terms of this contract. Often referred to as the claimant, patient, or injured party.

1.28 Pharmacy: Treatment, billing or networks for pharmaceutical products provided for the Participant(s). Bill will most often have charges listed with National Drug Codes (NDC).

1.29 Pharmacy Program: A program in which RISING or a RISING Partner sign-up participates in a discount pharmacy program. Cards and letters are used for notification and Claims are downloaded to the pharmacy program from RISING MBA system.

1.30 Participating Provider Organization/Network (PPO): A network of contracted and participating providers, hospitals and medical centers. The contracts/relationships can be directly with RISING or through other organizations with which RISING has contractual relationships.

1.31 Primary Network: The medical provider network that will be used as the first choice for a state or region.

1.32 Professional Fee: A fee charged for Professional Review or any other service performed by a Professional Reviewer. Fees will not be charged when the Professional Reviewer fee is already inclusive in another fee, such as Other Savings fee. Examples would include professional review validation such as fee schedule surgical implant calculations, Fee Schedule DRG validation, hospital audits, relatedness review, application of independent medical exam or physician file review results, etc.

1.33 Professional Negotiations: The process RISING follows to obtain a discount on a medical bill from a provider, hospital, medical center, or other medical provider. This discounted rate of reimbursement shall be agreed to by the provider.

1.34 Professional Review: The process of reviewing the treatment, bills, or coding by a professional, including but not limited to a nurse, medical doctor, chiropractor, physical therapist, or certified coder, for additional savings over and above the bill review rate savings. Savings can be generated by audit coding level or guideline application, relatedness, billing review, law application, CPT coding rules, DRG re-pricing, per diem re-pricing, or other method intended to increase savings.

1.35 Professional Review/Audit Discount/Savings/Reduction: The variance between the lesser of (a) the rate charged by the providers, hospitals, medical centers, and other medical providers or (b) the allowance post BR; and the amount allowable after the professional review process.

1.36 Professional Service: A medical service rendered by a medical professional, usually represented by a CPT code, in an office or non-facility setting.

1.37 Provider Bill: A bill from a medical provider for medical treatment. Services will be charged with American Medical Association Current Procedure Terminology Codes (AMA CPT) or state fee schedule codes.

1.38 Relative Actual Charge Data (RACD): A method of calculating an appropriate and reasonable allowance for services based on actual provider charges and a normalization process that takes into account the geography where the services were rendered and the complexity of the service rendered. Often referred to as UCR or U&C.

1.39 RECO-PRO: A recovery program for overpaid bills. RISING methods of recovery from the provider will vary from audit and letters, to negotiations, to large scale recovery partnerships with various organizations.

1.40 Request For Proposal (RFP). An invitation for providers of a product or service to bid on the right to supply that product or service to the individual or entity that issued the RFP.

1.41 Reserve: Funds set aside to cover future expenses, losses, claims, or liabilities.

1.42 Rising Guarantee: Rising's pre-authorization, coordination, and direct reimbursement of surgical procedures bundled into all-inclusive case rates (including surgeon, facility and implants/devices). Rising Guarantee may also include advance purchase of various medical procedures at rates negotiated by Rising and Company.

1.43 Rising Ultimate: A Proactive Early Intervention Program combining the "best practices" of medical management, care coordination and dashboard analytics to prevent high costs and promote quick resolution. It is a one year flat fee program in which every accepted case is managed by an injury coordinator and/or a case manager and dashboard analytics. Care direction, opioid management and coordination of surgical interventions are all key components.

1.44 Secondary or Wrap Network: Medical provider networks that contractually allow access to their providers, but do not require primary status. Can be used to increase coverage or fill coverage gaps in the primary network.

1.45 Settlement: To fix or resolve conclusively; to make or arrange for final disposition.

1.46 Specialty Review: Review of facility or other bill utilizing proprietary and public data to support appropriate and fair reimbursement.

1.47 Structured Settlement: An agreement to pay or receive a court judgment or mediated or negotiated settlement over a period of time rather than all at once.

1.48 Telephonic Case Management (TCM): Case management that does not require live on-site Participant visits. TCM is often used in low severity injuries, in conjunction with FCM where the TCM nurse can mentor or guide a field nurse, or in maintenance mode of large stable claims to ensure early reaction to complications.

1.49 UB-92: Medical bill used to electronically submit claims for health care received in an institutional setting to payers. Also known as HCFA 1450 and UB04, and HCFA 1500 and CMS 1450.

1.50 Usual Customary and Reasonable (UCR) or Usual and Customary (U&C): Allowable expense for any necessary health care service or supply. Allowable expense is calculated based on various data sources. Most often, RACD is utilized to determine the UCR/U&C allowance.

1.51 Utilization Review (UR): Medical analysis products that address the appropriateness of care. Can be prospective, concurrent or retrospective. Pre-certification, pre-authorization, independent

medical examination (IME), peer review of medical records and treatment or physician file review or peer to peer conversation are deemed for purposes of this Agreement UR products.

1.52 Value Added Savings: Any savings over the state fee schedule or Usual and Customary rate for an individual medical service including, but not limited to, those produced by negotiations, PPO, coding review, professional review, audit, any state rule application, and/or Reco-Pro.

1.53 Vision: Vision is Rising's framework for delivering web-based solutions to customers. Customers will be given access to a web portal configured to their specific needs.

II. Purpose

2.01 The purpose of this Agreement is to allow COMPANY access to RISING's Services.

III. COMPANY Duties and Obligations

3.01 COMPANY or COMPANY partner shall provide RISING all necessary information and medical bills for RISING's review, evaluation and re-pricing as appropriate and consistent with RISING'S Services.

3.02 COMPANY or COMPANY partner will scan or electronically send the medical bills submitted to COMPANY in a timely manner through a manner mutually agreed upon.

3.03 COMPANY or COMPANY partner will screen medical bills and determine their compensability prior to RISING routing bills to PPO partners or through negotiation services. COMPANY understands that once RISING has performed Services as set forth in this Agreement concerning medical bills forwarded by COMPANY, RISING's fees for performing said Services are due and payable, regardless of any change in the compensability of the claim or bills reviewed by RISING.

3.04 COMPANY or COMPANY partner shall issue payment to provider based upon RISING's review and re-pricing in a timely manner, consistent with state, federal, network, or its contractual requirements for payment. COMPANY shall make its best effort to reimburse a provider contracted by or affiliated with a RISING preferred provider organization (a "PPO Network Provider") for services provided to an individual insured by COMPANY ("Participant") on or before the thirtieth (30th) day following the date on which a complete bill for payment was received by COMPANY, but not later than the forty-fifth (45^{th}) day following the date on which a complete bill for payment was received. If payment is not made within said forty-five (45) day period, upon PPO Network Provider's request, the COMPANY shall forfeit the discount for the provision of PPO Network Provider's services and the COMPANY shall be required to pay the PPO Network Provider at the bill review applicable allowance rates.

3.05 COMPANY or COMPANY partner shall furnish a PPO Network Provider with an explanation of benefits, whether or not any payment is made on the bill for payment, that reflects the date of service, the balance, if any, owed by the COMPANY, and such other information as may be reasonably required for the PPO Network Provider to reconcile the payment, if any, with the corresponding bill submitted by the PPO Network Provider;

3.06 COMPANY shall establish and implement a system for PPO Network Providers to verify those Participants entitled to receive Services at network rates. COMPANY reserves the right to use non-network providers deemed medically appropriate by COMPANY.

3.07 COMPANY shall not ***retroactively*** deny a bill for medical service on the basis that such medical service was not medically necessary or authorized ***if*** the bill ***was authorized in*** advance by the COMPANY or anyone authorized to act on its behalf.

3.08 COMPANY or COMPANY partner may request RISING to develop contractual relationships with a desired provider or provider network to meet COMPANY'S specific needs. RISING may at its discretion contract directly, or through a contractual partner, with such providers to meet the needs of COMPANY.

3.09 COMPANY shall not decompile, disassemble, or reverse engineer any part of the services or products supplied by RISING, without express written consent of RISING.

3.10 COMPANY shall comply with all local, state and federal laws and regulations applicable to the Services covered under this Agreement.

3.11 COMPANY shall be billed directly for RISING's services at the rates indicated in Exhibit A, attached hereto.

3.12 COMPANY agrees to pay RISING within forty-five (45) days of receipt of RISING's invoice. Should COMPANY remit payment to RISING after forty-five (45) days, a late fee of 1.25% per month (15% annually)-will be charged.

3.13 COMPANY will work with RISING to develop programs that increase Participant's receipt of medical services through RISING's PPO Network Providers.

3.14 COMPANY shall use RISING's Services exclusively throughout the Initial Term of this Agreement and during any subsequent Renewal Terms.

3.15 COMPANY shall have access to Vision until termination of this Agreement.

IV. RISING Duties and Obligations

4.01 RISING shall perform Services for COMPANY in a timely and professional manner. RISING shall complete review of all bills within an average of five (5) business days from the date of RISING's receipt to completion. This timeframe shall not include time for bills spent in client queues, reevaluations, or bills routed through any service other than the standard Medical Bill Analysis/Audit ("MBA") including but not limited to bills with Other Discount/Savings/Reductions, Specialty Review, Professional Negotiations, or Professional Review. Bills received after 1 P.M. Central Standard Time (CST) will count as received on the next business day.

4.02 RISING shall comply with all local, state and federal laws and regulations applicable to the Services covered under this Agreement.

4.03 RISING shall maintain a website for submission and approval of bills by COMPANY staff.

4.04 RISING will work with COMPANY to increase automation and integration between the Parties to promote efficiency and accuracy.

4.05 RISING shall be the party responsible for handling and managing provider relationships and disputes and mediating any dispute with networks and providers arising under this Agreement. RISING will work with and establish contractual relationships with preferred provider organization networks at the request of COMPANY.

4.06 RISING shall record all credits due COMPANY for any reason including lost value added savings, overpayment recovery, COMPANY overpayment, or any other credit. RISING shall pay credits due COMPANY within sixty days if COMPANY has no past due balance owed RISING. In the event COMPANY has a past due balance, RISING shall hold credits due COMPANY until COMPANY pays its outstanding past due balance. In all cases RISING's maximum fee credit or refund exposure shall be on a per bill basis and shall be no more than the equivalent of RISING's fee for that particular bill.

4.07 RISING shall maintain records of all sign-off negotiations performed on COMPANY's behalf, and will keep such records while this Agreement is in effect, and for a period of one year thereafter.

4.08 RISING will provide COMPANY with its Standard Reporting Package each month indicating the results of RISING's Services for the prior month. The Standard Reporting Package will be provided free of charge to COMPANY. RISING will publish annual adjustments to its existing Standard Reporting Package on its website. Ad hoc reporting or customization requests not included within the Standard Reporting Package will require COMPANY approval of the appropriate Statement of Work before any work shall be initiated by RISING. A RISING invoice for work completed shall be submitted to COMPANY upon acceptance of deliverables. Any statement of work exceeding five (5) hours of work requires approval by Evan E. Hauser, Deputy Law Director, or other Designee specified in writing by the Knox County Law Department the designated Purchasing contact. RISING will provide all necessary state reporting data and extracts which COMPANY is required to file with regulatory authorities. RISING will provide all necessary state reporting data and extracts which COMPANY is required to file with regulatory authorities. RISING shall not be held responsible for any state penalties or fees stemming from any delay caused by COMPANY.

4.09 RISING shall recoup all duplicate payments made by COMPANY to the provider in the event a RISING error is the cause of the overpayment. RISING will reimburse or credit COMPANY according to Section 4.06 within 60 days of such event and will be responsible for collecting these overpayments from the provider directly. Should the provider issue overpayment directly to COMPANY, COMPANY shall notify RISING immediately of such payment. If RISING has already credited or reimbursed the overpayment to COMPANY, COMPANY shall refund the money to RISING or notify RISING to reverse the credit. Overpayments that are a result of provider coding or provider billing practices or COMPANY error shall not apply to this Section.

4.10 RISING will download available information meeting COMPANY'S criteria on all a) new Claims, or b) lost time only claims, or c) COMPANY selected claims to the appropriate pharmacy program if selected by COMPANY, within 48 business hours of RISING's initial set-up of a new eligible claim.

4.11 RISING will flag all pharmacy treatment outside the selected pharmacy program, if any, for inclusion in a discount pharmacy program.

4.12 Upon termination of this Agreement, or upon COMPANY request, RISING will provide COMPANY with all billing history in RISING's system within 72 hours for the purposes of duplicate billing detection. Such billing history shall be provided once COMPANY owes no outstanding balance to RISING.

4.13 RISING will work with COMPANY to ensure Services are of the utmost quality and value.

4.14 Any billing re-evaluation service provided by RISING shall terminate sixty (60) days after the termination of this Agreement. At such time, billing re-evaluation services may be continued at the standard RISING rate then applicable based upon current COMPANY volume.

4.15 RISING shall provide data extracts of COUNTY's Client Data using the RISING XML Data Exchange file specification to its designated warehouse vendor upon request at no additional charge.

V. Term; Termination

5.01 **Term**. This Agreement shall commence as of December 1, 2013 and continue thereafter for a period of two (2) years. This Agreement may be extended for three (3) additional one (1) year terms which may result in a total of five (5) years. Any extension shall be at the sole discretion of Knox County.

5.02 **Termination.** This agreement may be terminated by either Party with or without cause at any time upon 30 days written notice. RISING shall receive payment for all satisfactory, authorized services completed prior to the effective termination date.

5.02.1 In the event this Agreement is terminated for any reason, all fees and amounts due for Services rendered up to and including the termination date shall be immediately paid by COMPANY to RISING. Any credits or offsets due COMPANY shall also be paid immediately by RISING.

5.03 Breach of Contract. Failure of either Party to meet the terms or conditions of this Agreement, including but not limited to timely payment for services, will be a breach. The non-breaching Party may give the breaching Party thirty (30) days written termination notice, during which time the Party in breach may cure the breach. If at the close of the thirty (30) day period, the conditions of this Agreement are still not met; this Agreement shall terminate.

5.04 **Immediate Termination.** This Agreement shall immediately terminate upon the occurrence of any of the following: (a) any willful misconduct, violation of law, or any act of fraud or dishonesty relating to this Agreement, by either Party or any of its officers, directors, or employees; or (b) receivership, liquidation, bankruptcy, either Party's written admission of its inability to pay debts as they become due, or assignment for the benefit of creditors.

VI. Liability; Indemnification

6.01 RISING shall defend, indemnify, and hold harmless COUNTY, its officers, employees and agents from any and all liabilities which may accrue against the COUNTY, its officers, employees and agents or any third party for any and all lawsuits, claims, demands, loss or damages of any nature

brought because of, arising out of, or due to breach of this Agreement by RISING, its subcontractors, suppliers, agents, or employees due to any negligent act or occurrence or any omission or commission of RISING, its subcontractors, suppliers, agents or employees. RISING shall save, indemnify and hold COUNTY harmless from the cost of the defense of any claims, demand, suit or cause of action made or brought against COUNTY alleging liability referenced above, including, but not limited to, costs fees, attorney fees, and other expenses of any kind whatsoever arising in connection with the defense of COUNTY; and RISING shall have the option to assume and take over the defense of the COUNTY in any such claim, demand, suit or cause of action upon timely notice and demand for same by COUNTY. In the event RISING refuses to defend COUNTY, RISING shall pay all costs, attorney fees, and expenses incurred by COUNTY. RISING shall save, indemnify, and hold COUNTY harmless and pay judgments that shall be rendered in any such actions, suits, claims or demand against COUNTY alleging liability referenced above.

6.02 COMPANY shall not retain legal counsel with respect to defense of any claims resulting from or arising out of the negligent acts, errors, omissions or willful misconduct of RISING without first obtaining RISING's written approval.

6.03 RISING at its sole cost and expense, will maintain general and professional liability insurance and other insurance as necessary or required by law to insure RISING and its employees against any claims for damages arising out of or resulting from Services provided by RISING under this Agreement. RISING shall provide COMPANY with a Certificate of Insurance verifying existence of this coverage upon execution of this Agreement and every subsequent anniversary, including the one-year period following this Agreement's termination.

VII. Proprietary Materials and Information; Non-competition; Non-solicitation

7.01 Both Parties agree they may obtain information or material from the other that would be considered proprietary or trade secrets (the "Confidential Information"). This information includes, but is not limited to: Client Data, client lists, pricing, processes, forms, instruction documents, software/hardware solutions, PPO Network Provider, preferred provider organization networks/contracts/contractual rates, marketing material, reports, Request for Proposal (RFP) replies, lists of resources, methodologies, work approaches, tutorials, procedures, techniques, algorithms, and any other information either Party would consider confidential.

7.02 Subject to paragraph 7.04, both Parties agree to protect the confidentiality of such Confidential Information during and after the term of this Agreement and shall not disclose such Confidential Information to any third party without the express written consent of the other Party.

7.03 Any and all Client Data shall remain the property of the COUNTY and RISING shall not be deemed by virtue of this Agreement or by any access to COUNTY's Client Data to have acquired any right or interest of any kind in or to any such Client Data. RISING shall not use Client Data for any purpose except for rendering services under this Agreement.

7.04 Tennessee Open Records Act. Notwithstanding the obligations set forth in this Section 7 and elsewhere in this Agreement, RISING understands and agrees that COUNTY is a governmental agency subject to the Tennessee Open Records Act, Title 10, Chapter 7, Tennessee Code Annotated. Under the provisions of this Act, certain COUNTY contracts and documents are open to public review, except as otherwise provided by law. COUNTY will comply with any legitimate request pursuant to this Act and shall have no liability for documents requested and released under this Act. In the event a request is made regarding the disclosure of this Agreement pursuant to the Tennessee Open Records Act, COUNTY shall notify RISING within ten (10) business days.

VIII. HIPAA Compliance

8.01 RISING and COMPANY agree to abide by and remain in compliance with HIPAA and other state and/or federal privacy laws to the extent applicable to workers compensation or any other COMPANY line of business.

8.02 RISING agrees to take reasonable steps to maintain the security of protected health information disclosed by COMPANY, including, where necessary, execution and delivery of confidentiality forms with any third parties to which RISING intends to share such information.

8.03 The parties have simultaneously entered into a Business Associate Agreement that sets forth in more detail the obligations of the parties regarding the receipt and disclosure of 1) information concerning County employees and/or claimants which would be considered "non-public personal information" within the meaning of Title V of the Gramm-Leach Bliley Act of 1999 (Public Law 106-102, 113 Stat. 1338) and its implementing regulations, as the same may be amended from time to time; (2) information concerning such County employees and/ or claimants which would be considered "individually identifiable health information" within the meaning of the Health Insurance Portability and Accountability Act; and (3) information concerning County employees and/or claimants which is protected from disclosure by other applicable federal or state laws and regulations regarding privacy. To the extent this provision or any other provision of this Agreement conflicts with the terms of the Business Associate Agreement, the Business Associate Agreement shall control the parties' responsibilities and obligations.

IX. Governing Law

9.01 This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee. Each party irrevocably agrees that any legal action, suit or proceeding brought by it in any way arising out of this Agreement must be brought solely and exclusively in the Chancery or Circuit Court of Knox County, Tennessee, and each party irrevocably submits to the sole and exclusive personal jurisdiction of the Chancery or Circuit Court of Knox County, Tennessee, generally and unconditionally, with respect to any action, suit or proceeding brought by it or against it by the other party. Both parties agree to waive any right to have a jury participate in the resolution of the dispute or claim, whether sounding in contract, tort or otherwise, between any of the parties or any of their respective affiliates arising out of, connected with, related to or incidental to this Agreement to the fullest extent permitted by law.

X. Notice

10.01 All notices under this Agreement shall be written and either: personally delivered; sent certified mail (postage prepaid and return receipt requested); or sent overnight express courier service that provides written confirmation of delivery to the following:

TO RISING:
Rising Medical Solutions, LLC.
Attn: Katharine Dunn – Corporate Counsel
325 N. LaSalle St. – Suite 600
Chicago, IL 60654

TO COMPANY:
Richard B. Armstrong, Jr.
Knox County Law Director
400 W. Main Street, Suite 612
City-County Building
Knoxville, TN 37902

The Parties shall notify each other of a change in address.

XI. Appropriations

11.01 In the event no funds are appropriated by County for the ongoing self-administration of its workers compensation claims in any fiscal year or insufficient funds exist to provide the services, then the Agreement shall expire upon the expenditure of previously appropriated funds or the end of the current fiscal year, whichever occurs first, with no further obligations owed to or by either party.

XII. Books and records

12.01 RISING shall maintain all books, documents, accounting records and other evidence pertaining to the services provided under this Agreement and make such materials available at their offices at all reasonable times during the contract period and for three (3) years from the date of the final payment under the Agreement for inspection by County or by any other governmental entity or agency participating in the funding of this Agreement, or any authorized agents thereof; copies of said records to be furnished if requested. Such records shall not include those books, documents and accounting records that represent the RISING's costs of manufacturing, acquiring or delivering the products and services governed by this Agreement.

XIII. Assignment

13.01 That no assignment of this agreement, or any rights or interest arising hereunder, shall be valid unless mutually agreed upon between the Parties.

XIV. Severability clause

14.01 If any provision of this Agreement is declared illegal, void, or unenforceable the remaining provisions shall not be affected but shall remain in force and in effect.

XV. Relationship of Parties

15.01 This Agreement does not create nor will be construed to create any relationship between the parties other than that of independent contractors. Neither of the parties nor any of the parties' employees or agents will be considered to be the employees, partners, co-venturers or owners of the other, nor to have dominion or control or any agency relationship over the other.

XVI. Tax Compliance

16.01 Pursuant to Resolution R-07-1-903 passed by the Commission of Knox County, Tennessee, RISING hereby acknowledges, by submission of its bid and signature that it is current in its respective Federal, State, County, and City taxes of whatever kind or nature and is not delinquent in any way. Delinquent status must be disclosed or RISING risks debarment by the Knox County Purchasing Division.

XVII. Nondiscrimination and non-conflict statements

17.01 RISING agrees that no person on the grounds of handicap, age, race, color, religion, sex or national origin, shall 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 RISING. RISING shall upon request show proof of such non-discrimination, and shall post in conspicuous places available to all employees and applicants notices of non-discrimination.

XVIII. Compliance with all federal, state, and municipal laws

18.01 RISING is assumed to be familiar with and agrees to observe and comply with all federal, state, and local laws, statutes, ordinances, and regulations in any manner affecting the provision of medical bill analysis and other services pursuant to this Agreement, and all instructions and prohibitive orders issued regarding this work and shall obtain all necessary permits and/or licenses.

XIX. Agreement Documents

19.01 It is mutually agreed by both parties that the following documents are made part of this Agreement and are incorporated herein by reference:

A. Medical Bill Analysis Services Agreement with Exhibit A
B. Request for Proposal Number 1794 including Addendums
C. Response to Request for Proposal Number 1794

D. RISING's Certificate of Insurance
E. Business Associate Agreement

This instrument including Exhibit A and the above named documents by reference herein constitutes the whole and entire agreement between the parties and supersedes all prior oral and written agreements. To the extent any term and/or provision contained in the Request for Proposal Number 1794 including Addendums and RISING's Response to Request for Proposal Number 1794 conflict with the terms and/or provisions contained in the Medical Bill Analysis Services Agreement with Exhibit A, the terms and/or provisions of the Medical Bill Analysis Services Agreement with Exhibit A shall control the rights and obligations of the Parties. This instrument may be altered only by a subsequent mutual agreement that is reduced to writing and is executed by authorized legal representatives of both parties.

IN WITNESS WHEREOF, COMPANY and RISING execute this Agreement effective upon the date first set forth above.

Knox County Government

By (Print): Tim Burchett

Signature: _____ Date: 11/20/13

Title: Knox County Mayor

Rising Medical Solutions, LLC

By: Jason F. Beans

Signature: _____ Date: 11/20/13

Title: Chief Executive Officer

Contract #: 13-526
Approved as to Legal Form:

_____ 11/14/13
Knox County Law Director's Office Date

Exhibit A
Pricing

All States

Service Item:	**Rate:**
Base Fee: Includes duplicate checking, per claim billing, bill review reductions, duplicate checking, and other base services to reduce bill rates to the Tennessee Medical Fee Schedule*. Pass through fee (pre-negotiated by Knox County)	$5.25 per bill (per bill is considered up to 15 lines per bill). $2.75/bill.- see Exception Networks section.
Primary Network/PPO Savings:**	24% of Savings***
Negotiation/Other Savings:	24% of Savings
Professional Review/Other Savings:	24% of Savings
Secondary/Wrap Network Savings: Networks charge more if in a secondary position	24% of Savings
Exception Networks:	Specifically identified networks and/or bills pre negotiated by County which shall be identified in writing to Rising
Utilization Review:	$105 for nurse only review OR $355 to include nurse review and peer review (up to 35 pages and 3 questions).
Professional Fees: Charges for reviewing compensability, relatedness, or other adjuster request added to the MBA fee.	$125.00/hr – billed in 1/4 of an hour increments
Rising Insights: Analytics and Reporting	Addendum required
Custom Reporting/Programming:	$200/hr – billed in 1/4 of an hour increments (Ad hoc reporting fees (i.e. fees for reports or customizations not included in the published Standard Reporting Package) are subject to annual adjustment.)
State Reporting	Not Applicable. Addendum required in the event State Reporting is requested by Company.
WCRIB	Addendum required
Other State Required Extracts	Statement of Work required
NCCI Reporting	Addendum required
CMS Reporting	Addendum required
Claims System Integration:	$25,000 per system (waived for first system using Rising's data exchange specifications)
Custom/Detail Invoicing:	**Electronic Billing = $0.00** RISING can send an Electronic file per claim/per live or monthly invoicing for loading into the claims system and fee allocation. Bulk payment with reconciliation or electronic payment are fee free. Per Claim Paper Check Payment: $0.40 per bill added. Per Bill Paper Check Payment: $0.75 per bill added.
EOB: 2 Per Bill Included	$0.00 (electronic download)
RECO-PRO:	24% of Net Recovery (recovery minus legal/sub-contractor costs). This is a medical only recovery product.
Mail EOB to Provider:	$1.25 per EOB/EOR
Web Access:	$0.00 - Standard Fees Waived:
Payment Processing:	Addendum required
RISING Direct: RISING pays provider to secure the discount and COMPANY reimburses RISING.	0% if debt bought from provider (fees taken from provider)

The pricing above includes: priority mail or electronic image return service from RISING, RISING standard flags, up to two copies of the EOB (unlimited for electronic), Re-Evaluations, standard monthly billing with one copy of the roll-up savings report/and detail savings report.

Additional services such as: overnight mailing/courier service, additional paper copies of the EOB per bill, individual EOB invoicing, per claim invoicing, custom reporting, electronic interface, state reporting, testimony/depositions, detailed rebuttals, nurse review, hospital audits, DRG review, case management, etc. are available for additional fees; unless documented in the "Agreement Exception" list.

* Tennessee Medical Fee Schedule shall mean the Medical Fee Schedule as codified in the Rules of the Tennessee Department of Labor and Workforce Development, Division of Workers' Compensation, Chapter 0800-02-18 et seq.

** Primary list defined as only currently existing non-exception networks. If another PPO option becomes available for COMPANY in the future that requires a different fee structure, COMPANY must approve the PPO access and fees in writing to RISING (This disclaimer is intended to keep future options open to COMPANY without forcing revisions to this agreement).

*** "Savings" as it is used in Exhibit A means the difference between the amount of the bill rate charge after application of the Tennessee Medical Fee Schedule, UCR, or RACD discount and 1) the amount of the contractual allowance after the PPO agreement has been applied or 2) the amount agreed to during the Professional Negotiation process.

BUSINESS ASSOCIATE AGREEMENT

This Agreement ("Agreement") is entered into by and between Knox County Government by and through its governing body and its authorized representative (hereinafter "KNOX COUNTY" or the "COVERED ENTITY") and Rising Medical Solutions, LLC (hereinafter "BUSINESS ASSOCIATE").

WHEREAS, on August 21, 1996 the Health Insurance Portability and Accountability Act (Public Law 104-191) was enacted (hereinafter collectively referred to as "HIPAA");

WHEREAS, on December 28, 2000, August 14, 2002, and February 20, 2003 certain regulations pursuant to HIPAA requiring health plans, health care providers, and health care clearinghouses to safeguard the privacy of certain types of information (45 C.F.R. Parts 160 and 164) were promulgated (hereinafter collectively referred to as the "Privacy and Security Regulations");

WHEREAS, pursuant to the Privacy and Security Regulations, KNOX COUNTY self-administers workers compensation claims for its employees and is thus a hybrid entity and otherwise a COVERED ENTITY with respect to said regulations (the "COVERED ENTITY") and all of the BUSINESS ASSOCIATE'S obligations hereunder shall apply to and be for the benefit of the COVERED ENTITY;

WHEREAS, the Title V of the Gramm-Leach Bliley Act of 1999 (Public Law 106-102, 113 Stat. 1338) and its implementing regulations, as the same may be amended from time to time was enacted and thereafter enforced by certain state laws and regulations (hereinafter collectively referred to as "GLB");

WHEREAS, GLB limits the instances in which certain institutions may disclose nonpublic personal information about a Consumer to nonaffiliated third parties;

WHEREAS, BUSINESS ASSOCIATE has entered into a contract entitled Medical Bill Analysis Service Agreement with the KNOX COUNTY to provide certain services or goods, to, with or on behalf of COVERED ENTITY and may receive information relating to the COVERED ENTITY's employees in order to provide those services or goods; and

WHEREAS, to assure compliance with HIPAA, the Privacy and Security Regulations and GLB to the extent COVERED ENTITY's employees may be construed as Consumers under the GLB, BUSINESS ASSOCIATE has agreed to protect the privacy and confidentiality of the information it receives from the COVERED ENTITY under the terms of this Agreement.

NOW THEREFORE, in consideration of the premises and the mutual covenants and agreements set forth below and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. DEFINITIONS

a) "Protected Health Information" or "PHI" shall have the meaning given to such term under HIPAA and the Privacy and Security Regulations, including 45 CFR 160.103 and as may be subsequently amended, and shall include, without limitation, all information relating to the COVERED ENTITY's customers and applicants that BUSINESS ASSOCIATE may receive, observe or otherwise have an opportunity to review.

b) "Consumer" means an individual or an individual's legal representative who has applied for or obtained a product or service from COVERED ENTITY to be used primarily for personal, family, or household purposes.

c) "Nonpublic Personal Information" means any information of COVERED ENTITY that relates to or derives from (a) any Consumer; (b) any transaction between COVERED ENTITY and any Consumer; or (c) any list, description, or other grouping of Consumers (and publicly available information

pertaining to them) that is derived using any personally identifiable information that is not publicly available. Nonpublic Personal Information includes, but is not limited to, application information, health information, claims information, account balance or payment information, the fact that the individual is or has been a Consumer, Consumer name and address, and information from a Consumer report.

d) "Secretary" means the Secretary of United States Department of Health & Human Services.

e) Any capitalized term in this Agreement, which is not otherwise defined in this Agreement, shall have the meaning ascribed to such term in the Privacy and Security Regulations, as amended from time to time.

2. HIPAA RESTRICTIONS

a) Terms and Conditions.

(i) BUSINESS ASSOCIATE agrees not to use or disclose PHI other than as permitted or required by the Agreement or as required by law.

(ii) BUSINESS ASSOCIATE agrees to use appropriate safeguards to prevent use or disclosure of the PHI other than as provided for by this Agreement.

(iii) BUSINESS ASSOCIATE agrees to mitigate, to the extent practicable, any harmful effect that is known to BUSINESS ASSOCIATE of a use or disclosure of PHI by BUSINESS ASSOCIATE in violation of the requirements of this Agreement.

(iv) BUSINESS ASSOCIATE agrees to report to COVERED ENTITY any use or disclosure of the PHI by BUSINESS ASSOCIATE or its agents, including a subcontractor, that is not provided for by this Agreement and of which it becomes aware.

(v) BUSINESS ASSOCIATE agrees to ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by BUSINESS ASSOCIATE on behalf of COVERED ENTITY agrees to the same restrictions and conditions that apply through this Agreement to BUSINESS ASSOCIATE with respect to such information.

(vi) BUSINESS ASSOCIATE agrees to provide access, at the request of COVERED ENTITY, and in the time and manner it specifies in writing with reasonable advance notice, to PHI in a Designated Record Set, to COVERED ENTITY or, as directed by COVERED ENTITY, to an Individual in order to meet the requirements under 45 CFR §164.524.

(vii) BUSINESS ASSOCIATE agrees to make any amendment(s) to PHI in a Designated Record Set that the COVERED ENTITY directs or agrees to pursuant to 45 CFR §164.526 at the request of COVERED ENTITY or an Individual, and in the time and manner as COVERED ENTITY may specify in writing with reasonable advance notice.

(viii) BUSINESS ASSOCIATE agrees to make available to the COVERED ENTITY, or to the Secretary of the Department of Health and Human Services (the "Secretary"), BUSINESS ASSOCIATE'S internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created or received by BUSINESS ASSOCIATE on behalf of COVERED ENTITY (the "Materials"). The Materials shall be provided by BUSINESS ASSOCIATE in the time and manner (A) specified by COVERED ENTITY in writing with reasonable advance notice to BUSINESS ASSOCIATE or (B) designated by the Secretary.

(ix) BUSINESS ASSOCIATE agrees to document disclosures of PHI and information related to such disclosures as would be required for COVERED ENTITY to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR §164.528.

(x) BUSINESS ASSOCIATE agrees to provide COVERED ENTITY or an individual designated by COVERED ENTITY, in time and manner as COVERED ENTITY may specify in writing with reasonable advance notice, information collected in accordance with Section 2(a)(ix) of this Agreement, to permit COVERED ENTITY to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR §164.528.

(xi) BUSINESS ASSOCIATE agrees to implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the electronic PHI that BUSINESS ASSOCIATE creates, receives, maintains, or transmits on behalf of COVERED ENTITY as required under the Privacy and Security Regulations.

(xii) BUSINESS ASSOCIATE agrees to report to COVERED ENTITY any security incident of which BUSINESS ASSOCIATE becomes aware.

b) Permitted Uses and Disclosures by BUSINESS ASSOCIATE.

Except as otherwise limited in this Agreement, BUSINESS ASSOCIATE may use or disclose PHI to perform functions, activities, or services for, or on behalf of, COVERED ENTITY as specified in any agreements between KNOX COUNTY and BUSINESS ASSOCIATE, provided that such use or disclosure would not violate the Privacy and Security Regulations if done by COVERED ENTITY or the minimum necessary policies and procedures of the COVERED ENTITY.

c) Obligations of COVERED ENTITY.

(i) COVERED ENTITY shall notify BUSINESS ASSOCIATE of any changes in, or revocation of, permission by an Individual to use or disclose PHI, to the extent that such changes may affect BUSINESS ASSOCIATE'S use or disclosure of PHI.

(ii) COVERED ENTITY shall notify BUSINESS ASSOCIATE of any restriction to the use or disclosure of PHI that COVERED ENTITY has agreed to in accordance with 45 CFR §164.522, to the extent that such restriction may affect BUSINESS ASSOCIATE'S use or disclosure of PHI.

d) Permissible Requests by COVERED ENTITY.

COVERED ENTITY shall not request BUSINESS ASSOCIATE to use or disclose PHI in any manner that would not be permissible under the Privacy and Security Regulations if done by COVERED ENTITY.

3. RESTRICTIONS UNDER GLB

a) Use of Nonpublic Personal Information.

BUSINESS ASSOCIATE shall use Nonpublic Personal Information solely in performing its contractual obligations to provide goods or services to or on behalf of COVERED ENTITY and agrees that it will not use any such information for its own purposes except as expressly authorized in its contract with COVERED ENTITY and in this Agreement or as COVERED ENTITY may later authorize in writing after the date of this Agreement.

b) Limits on Redisclosure and Reuse of Nonpublic Personal Information.

(i) Except as permitted in Section 3(b), BUSINESS ASSOCIATE shall not disclose, directly or indirectly, to anyone any Nonpublic Personal Information. BUSINESS ASSOCIATE may permit its employees, officers and agents to have access to Nonpublic Personal Information only on a need-to-know basis to permit BUSINESS ASSOCIATE to perform its contractual obligations to COVERED ENTITY. BUSINESS ASSOCIATE shall take such steps as are reasonably satisfactory

to COVERED ENTITY to assure the confidentiality of the Nonpublic Personal Information, including without limitation, informing such employees, officers and agents of BUSINESS ASSOCIATE'S obligation to maintain the strict confidentiality of Nonpublic Personal Information as required under this Agreement. COVERED ENTITY shall be entitled to audit BUSINESS ASSOCIATE'S use of, and procedures to protect, Nonpublic Personal Information during regular business hours upon COVERED ENTITY's reasonable advance notice.

(ii) BUSINESS ASSOCIATE may disclose Nonpublic Personal Information: (1) as reasonably necessary to its auditors, accountants, counsel, and regulators who are under an obligation to maintain the confidentiality of Nonpublic Personal Information, and (2) if BUSINESS ASSOCIATE is a financial institution as defined in the GLB, to respond to government regulatory authorities having jurisdiction over BUSINESS ASSOCIATE for examination, compliance, or other purposes as authorized by law. However, any such disclosure may be made only after giving COVERED ENTITY prior notice of the potential disclosure as soon as reasonably practical before such disclosure is made so that a protective order or other appropriate remedy may be sought or compliance with the provisions of this Agreement may be waived. If such protective order or other remedy is not obtained, or if compliance with any provision of this Agreement is waived, BUSINESS ASSOCIATE will furnish only that part of Nonpublic Personal Information that, upon the advice of counsel, is legally required and will exercise its reasonable efforts to obtain reliable assurance that confidential treatment will be accorded such information.

(iii) BUSINESS ASSOCIATE may disclose Nonpublic Personal Information to comply with a properly authorized civil, criminal or regulatory investigation or subpoena or summons issued by a federal, state or local authority, and respond to judicial process. However, any such disclosure may be made only after giving COVERED ENTITY prior notice of the potential disclosure and a reasonable opportunity to intervene to apply for such legal protection as may be available with respect to the confidentiality of Nonpublic Personal Information.

c) Return of Information.

Upon the termination of any contractual arrangement between BUSINESS ASSOCIATE and COVERED ENTITY or upon COVERED ENTITY's request, BUSINESS ASSOCIATE shall, at COVERED ENTITY's option, either (a) promptly return to COVERED ENTITY all Nonpublic Personal Information and upon COVERED ENTITY's request certify in writing that BUSINESS ASSOCIATE has not retained in any form any Nonpublic Personal Information, or (b) promptly destroy all Nonpublic Personal Information in any form in its possession or in the possession of its agent, employees or other persons acting on behalf of BUSINESS ASSOCIATE and certify in writing to COVERED ENTITY that all of Nonpublic Personal Information has been destroyed and none has been retained in any form.

4. TERM AND TERMINATION

a) Term.

The Term of this Agreement shall be effective upon the execution by both parties of the Software License and Services Agreement, and shall terminate when all of the PHI provided by COVERED ENTITY to BUSINESS ASSOCIATE, or created or received by BUSINESS ASSOCIATE on behalf of COVERED ENTITY, is destroyed or returned to COVERED ENTITY, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.

b) Termination for Cause.

Upon COVERED ENTITY's knowledge of a material breach of this Agreement by BUSINESS ASSOCIATE, COVERED ENTITY shall either:

(i) Provide an opportunity for BUSINESS ASSOCIATE to cure the breach or end the violation and terminate this Agreement and any other agreement between COVERED ENTITY and BUSINESS ASSOCIATE if BUSINESS ASSOCIATE does not cure the breach or end the violation within the time specified by the COVERED ENTITY;

(ii) Immediately terminate this Agreement and any other agreement between COVERED ENTITY and BUSINESS ASSOCIATE if BUSINESS ASSOCIATE has breached a material term of this Agreement and cure is not possible; or

(iii) If neither termination nor cure is feasible, COVERED ENTITY shall report the violation to the Secretary.

c) Effect of Termination.

(i) Except as provided in paragraph (ii) of this section, upon termination of this Agreement, for any reason, BUSINESS ASSOCIATE shall return or destroy all PHI received from COVERED ENTITY, or created or received by BUSINESS ASSOCIATE on behalf of COVERED ENTITY. This provision shall apply to PHI that is in the possession of subcontractors or agents of BUSINESS ASSOCIATE. BUSINESS ASSOCIATE shall retain no copies of the PHI.

(ii) If BUSINESS ASSOCIATE determines that returning or destroying the PHI is infeasible, BUSINESS ASSOCIATE shall provide to COVERED ENTITY notification of the conditions that make return or destruction infeasible. Upon COVERED ENTITY's agreement that return or destruction of PHI is infeasible, BUSINESS ASSOCIATE shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as BUSINESS ASSOCIATE maintains such PHI.

d) Miscellaneous.

(i) Regulatory References. A reference in this Agreement to a section in the Privacy and Security Regulations means the section as in effect or amended.

(ii) Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time as it is necessary for COVERED ENTITY to comply with the requirements of HIPAA, the Privacy and Security Regulations and GLB.

(iii) Survival. The respective rights and obligations of BUSINESS ASSOCIATE under Section 4(c) of this Agreement shall survive the termination of this Agreement.

(iv) Interpretation. Any ambiguity in this Agreement shall be resolved to permit COVERED ENTITY to comply with HIPAA, the Privacy and Security Regulations and GLB.

5. BREACH

Breach of this Agreement shall be cause for COVERED ENTITY, at its option, to terminate immediately any contract or agreement between COVERED ENTITY and BUSINESS ASSOCIATE, without any liability by COVERED ENTITY, including, without limitation, liability for the payment of any damages, penalty, conversion fees, or other cost. COVERED ENTITY's remedies for breach of this Agreement shall be cumulative and shall not be exclusive. Termination of this Agreement for breach shall not preclude COVERED ENTITY from seeking other remedies available to it under this Agreement or at law or in equity.

6. INDEMNIFICATION

BUSINESS ASSOCIATE agrees to indemnify, defend, and hold COVERED ENTITY harmless from and against any and all loss, damage, cost or expense, including punitive, exemplary, or multiple damages, resulting from (i) the actual or alleged breach of this Agreement by the BUSINESS ASSOCIATE and/or (ii) any use or disclosure of PHI or Nonpublic Personal Information by BUSINESS ASSOCIATE or by any agent, employee or other person acting on behalf of BUSINESS ASSOCIATE in violation of the terms and conditions of this Agreement or the failure of any such person to surrender materials and records to COVERED ENTITY as hereafter provided.

7. LIMITATION OF LIABILITY

a. Subject to the exclusions listed below, in no event will either party, its affiliates, or their respective directors, officers, employees, attorneys, agents, representatives, successors or assigns be liable to the other party for indirect, special, incidental, exemplary, punitive or consequential damages of any kind whatsoever.
b. Exclusions. All limitations of liability set forth in this Agreement will not apply to matters subject to indemnification as stated in paragraph 6 above, a party's gross negligence, or willful misconduct.

8. EFFECT

This Agreement shall amend, supplement, and supersede each agreement between COVERED ENTITY and BUSINESS ASSOCIATE as it pertains to any access that BUSINESS ASSOCIATE may have to PHI or Nonpublic Personal Information. If the terms and conditions of BUSINESS ASSOCIATE'S contract(s) with COVERED ENTITY conflict with the terms and conditions of this Agreement, the terms and conditions of this Agreement shall control. This Agreement may not be amended by any subsequent agreement except an agreement that specifically refers to this Agreement and that is signed by COVERED ENTITY and BUSINESS ASSOCIATE. This Agreement shall survive the termination of any contractual arrangement between BUSINESS ASSOCIATE and COVERED ENTITY.

9. GOVERNING LAW

The laws of Tennessee shall govern this Agreement. Each party irrevocably agrees that any legal action, suit or proceeding brought by it in any way arising out of this Agreement must be brought solely and exclusively in the Chancery or Circuit Court of Knox County, Tennessee, and each party irrevocably submits to the sole and exclusive personal jurisdiction of the courts in Tennessee, generally and unconditionally, with respect to any action, suit or proceeding brought by it or against it by the other party. Both parties agree to waive any right to have a jury participate in the resolution of the dispute or claim, whether sounding in contract, tort or otherwise, between any of the parties or any of their respective affiliates arising out of, connected with, related to or incidental to this Agreement to the fullest extent permitted by law.

BUSINESS ASSOCIATE

RISING MEDICAL SOLUTIONS, LLC

By: _____

Title: CEO

Date: 11

COVERED ENTITY

KNOX COUNTY GOVERNMENT

By: _____
Tim Burchett

Title: Knox County Mayor

Date: 11/20/13

Approved as to Legal Form:

Evan E. Bo

Knox County Law Director's Office

11/14/13
Date

OFFICE OF COUNTY MAYOR GLENN JACOBS

Procurement Division, 1000 N. Central Street, Suite 100, Knoxville, TN 37917

ADDENDUM I
REQUEST FOR PROPOSAL 3601
WORKER'S COMPENSATION BILL REVIEW/UTILIZATION REVIEW SERVICES

ADDENDUM DATE: November 5, 2024

BUYER: Jay Garrison, CPPO, CPPB

ORIGINAL CLOSING DATE: November 14, 2024 at 2:00 PM

The following is to be amended.

DELETE:

3.24 **REFERENCES:** Proposers must submit a list of three (3) references with which you have performed this type of service within the past three (3) years. Show the name of the agency or institution, person to contact, their current telephone number, current fax number, current email address and the nature and size of the contract. Do not list any Knox County Department as a reference.

Add:

3.24 **REFERENCES:** Proposers must submit a list of three (3) references with which you have performed this type of service within the past three (3) years. Show the name of the agency or institution, person to contact, their current telephone number, and current email address. Do not list any Knox County Department as a reference. Proposers must submit references on the attached form. Failure to submit the attached reference form will be considered during the evaluation process and may be just cause to reject the references submitted.

THE FOLLOWING IS FOR CLARIFICATION:

QUESTION 1: What date would the county expect a new partner to begin the contract?

ANSWER 1: As soon as possible after an award is made and a contract is negotiated and approved. However, the anticipated start date will be March 1, 2025.

QUESTION 2: What is the anticipated award date for the contract anticipated from this RFP?

ANSWER 2: As soon as possible after closing of the RFP.

QUESTION 3: How does the county receive medical bills today?

ANSWER 3: Knox County receives paper medical bills via U.S. Regular Mail. The majority of provider bills are received via secure fax or in password protected .pdf format by email to the Knox County Workers' Compensation Division. Knox County's current vendor also operates as a clearinghouse pursuant to TN Rule 0800-02-26-.02 to receive bills directly from providers; however, providers rarely elect to send bills in that manner. Knox County desires the successful bidder to maintain a clearinghouse portal for electronically submitting bills to satisfy Knox County's obligation to provide same under TN Rule 0800-02-26-.02.

QUESTION 4: Can you please describe the workflow used to receive, scan, and process the incoming medical bills?

ANSWER 4: Both paper and electronic bills are scanned and/or consolidated daily into .pdf files by Knox County staff. Each bill is marked by claim number and date received by Knox County staff. The marked, consolidated .pdf bill files are then dropped onto an SFTP server for pick up by the bill review vendor.

QUESTION 5: The RFP references "Receive all medical bills and records in digital format via SFTP server on a daily basis ", is that the only source of medical bill submission? If not, how are bills received?

ANSWER 5: See Answer 3 and 4 above.

QUESTION 6: Who are the current medical providers that are directly contracted with the county?

ANSWER 6: All physical therapy referrals through One Call are subject to the "pass through" rate agreed with the current vendor. The following physical therapy providers have agreed to a set fee on a per CPT code basis at a discounted rate below fee schedule that receive the "pass through" rate agreed with the current vendor:

OrthoTennessee
East Tennessee Spine & Sport
Results Physiotherapy

QUESTION 7: What bill volume of the 4,100 annual bills is associated with providers that are direct contracted with the county?

ANSWER 7: Approximately 1,230 annually.

QUESTION 8: How many Utilization Reviews are completed annually?

ANSWER 8: Knox County conducts internal pre-authorization review per ODG guidelines. Since 2021, Knox County has asked for utilization review on four (4) occasions.

QUESTION 9: What percentage of URs are approved by the nurse vs. needing physician peer review?

ANSWER 9: N/A

QUESTION 10: What percentage of URs are fully denied following physician peer review?

ANSWER 10: Of the four (4) occasions above in Answer 8, three (3) were denied.

QUESTION 11: How many adjusters does the county employ to adjudicate its WC Claims?

ANSWER 11: Knox County employs a Senior Lost Time Claims Adjuster and Accounts Payable Coordinator. Knox Schools employs a Workers' Compensation Specialist (Med Only Adjuster). All daily claims operations are supervised by the Senior Deputy Law Director. The Senior Deputy Law Director, Senior Lost Time Claims Adjuster, and Accounts Payable Coordinator access the current vendor's portal on a daily basis.

QUESTION 12: How many workers' compensation claims are contained in the open inventory?

ANSWER 12: As of 10/31/2024, Knox County has 199 open claims and Knox Schools has 184 open claims.

QUESTION 13: What is the anticipated number of Medical Only WC claims annually?

ANSWER 13: Over the last three years, Knox County has averaged 130 medical only claims and the Schools have averaged 289 claims.

QUESTION 14: What is the anticipated number of Lost Time WC Claims Annually?

ANSWER 14: Over the last three years, Knox County has averaged 3 lost time claims and the Schools have averaged 17 lost time claims annually.

QUESTION 15: Does the county impose any restrictions on the place of performance of for the services expected in the Scope of Work?

ANSWER 15: No.

QUESTION 16: What credentialing of direct provider contracts is required, if any?

ANSWER 16: Providers must have appropriate professional licensing for services rendered and appropriate insurance.

QUESTION 17: What is the county's anticipated budget, in a "not to exceed format," for this annual service?

ANSWER 17: There is no "not to exceed format."

QUESTION 18: What are the main reasons the county is taking this contract out to RFP?

ANSWER 18: The current contract expires February 28, 2025.

QUESTION 19: What improvements to the program does the county seek to make through this solicitation?

ANSWER 19: Knox County desires price improvements and increased accuracy of bill re-pricing to Tennessee Fee Schedule to avoid reconsiderations with bill providers.

QUESTION 20: Does the current contract with the incumbent provider for these services contain any remaining optional renewal years?

ANSWER 20: No.

QUESTION 21: Can you share when Knox County wishes these services to go-live?

ANSWER 21: See Answer 1.

QUESTION 22: Are you able to provide more details regarding the 4,100 bills that are processed annually?
a. Over the last three (3) years what is the total average billed for all medical bills annually?
b. For the last three (3) years what has been the average total paid for these bills annually?
c. Does Knox County have any preset fee arrangements with certain medical providers?

ANSWER 22: **See below.**

	Total Charges	**Total Paid**
Fiscal Year End 2022	$ 1,864,707.27	$ 771,467.68
Fiscal Year End 2023	$ 3,411,983.86	$ 1,242,870.90
Fiscal Year End 2024	$ 3,073,630.61	$ 1,257,860.75

Regarding Question 22(c)- See Answer 6 above.

QUESTION 23: May we ask who the current Bill Review vendor is and request a copy of the current contract?

ANSWER 23: The current vendor is Rising MS. See attached a copy of the current contract.

QUESTION 24: What is the name of the current/ incumbent vendor providing the Workers Compensation Bill Review/Utilization Review Services?

ANSWER 24: See Answer 23.

QUESTION 25: What is the not to exceed award amount for the last/ current contract?

ANSWER 25: There is no not to exceed amount.

QUESTION 26: RFP Section 3.19 (Open Records Act) states that all documents submitted on behalf of this Request for Proposal shall be open to the public for viewing and inspection. Does the TN Open Records Act require the County to release everything that is submitted in response to the RFP or just the award amount and pricing information? If the County is required to release the full RFP response, will the County allow for vendors to provide a redacted version for release that protects confidential information/trade secrets?

ANSWER 26: All documents submitted in response to this Request for Qualifications will be open to the public. If a proposer cites confidentiality for any section of their response, the Proposer must state the Exemption from Tennessee Code Annotated T.C.A.) along with the Chapter Number(s). Failure to state the T.C.A. Chapter will nullify any confidentiality request.

QUESTION 27: RFP Section 3.24 (References) states that vendors are to show current fax number and the nature and size of the contract; however, these two items are not on Attachment B (References). Can vendors assume that a current fax number and the nature and size of the contract are not required for this response?

ANSWER 27: See Additions/Deletions language above.

QUESTION 28: Attachment D (Non-Collusion Affidavit) is watermarked as "Sample." Is this the actual form to be filled out, and if so, can vendors remove the Sample watermark?

ANSWER 28: See revised Attachment D with the watermark removed. Proposers shall submit the updated attachment.

QUESTION 29: Can you provide us a copy of the Loss Runs?

ANSWER 29: No. Loss Runs contain HIPAA protected information and other information excepted from the Tenneseee Open Records Act that Knox County deems attorney work product and privileged. Knox County can produce data as needed for claims eligibility to the selected vendor after the parties enter a Business Associate Agreement and Non-Disclosure Agreement.

QUESTION 30: Page. 6 – Section III Special Terms and Conditions – 3.6 Contact Personnel

- The County's RFP indicates no more than two (2) contacts should be assigned to handle billing inquiries and service-related issues. Would it be acceptable to the County to develop a client-specific operational distribution list to allow designated resources to respond to inquiries and escalations timely and provide adequate coverage by alternative team members or leaders in circumstances like time off from work? This approach is recommended to expedite escalations but can be modified to meet the county's needs.

ANSWER 30: The County requests no more than 2 contacts in order to assure familiarity with the County's account. Proposers may submit their plan for billing/service related issues. However, this may be considered during the evaluation process.

QUESTION 31: Page 9 – Section IV Specifications – 4.2 Background Information

- The County highlighted that 4,100 medical bills are reviewed annually through its current Medical Bill Review vendor. Will the County share the following additional background information with proposers:
  - Who is the current medical bill review vendor, and how long has this vendor been engaged in the Knox County program?
  - Who is the current utilization review vendor, and how long has this vendor been engaged on the Knox County program?
  - What is the average annual volume of utilization review requests processed by the current UR vendor? Can this volume be broken out by 1st (nurse) and 2nd level (physician) review types?

ANSWER 31: The current vendor is Rising MS and has been engaged since 2013. See also Answers 8 and 10 above.

QUESTION 32: Page 10 – Section 4.4 Workers' Compensation Bill Review/Utilization Review Services – 4.4.1 Medical Bill Review and Repricing Services

- g. Are EORs currently sent to providers separate from a check when payment is recommended? Are check writing services within the scope of the County's RFP?
- i. What is the current volume of directly contracted provider agreements being applied in medical bill review? Are these contracts negotiated by the County's adjusters or a third party?
- Is the production of TN mandatory provider panels on the state's mandated form included in the scope of the County's RFP?
- Is it the County's desire for the selected vendor to manage the provider file maintenance or will this file be generated and transmitted from the Origami system?

ANSWER 32: Regarding Question 32 part 1- EORs are delivered by Knox County staff via regular mail or secure email with payment via paper check or ETF. Knox County will issue all checks from its Finance Department.

Regarding Question 32 part 2- See Question and Answer 7.

Regarding Question 32 part 3- Production of provider panels is not within the scope of this RFP.

Regarding Question 32 part 4- Knox County desires the selected vendor to manage provider file maintenance which includes transmission of pertinent provider data to Origami as part of its payment file transfer.

QUESTION 33: Page 11 – Section 4.4 Workers' Compensation Bill Review/Utilization Review Services – 4.4.3 Reporting – b. Reports for Utilization Review (all monthly)

- 2. Will the County please define what is considered UR Follow-Up Savings? Is this savings from UR determinations being applied to deny treatment through bill review?
- 6. Is it the County's desire that the sample copies and notices for UR completed in the period be a random sample or is it the County's preference for all documents associated with UR determinations to be provided in a monthly PDF file?

ANSWER 33: Please disregard the question concerning UR Follow-Up Savings. The intent of this section is to obtain a sample report and UR notices to verify potential vendors are providing appropriate notices and reports in compliance with TN Rule 0800-02-06 et seq.

QUESTION 34: Page 11 – Section 4.4 Workers' Compensation Bill Review/Utilization Review Services – 4.4.4 Administrative Services

- a. Is it the County's desire to have an interface to Origami for all utilization review decisions and associated documentation to be electronically transmitted, or is the preference for those notices to be returned at time of determination via email or another method?
- b. Is it the County's desire to have a vendor partner operate as a full mailroom, to include receipt and processing of medical bills sent via mail as a hard copy, as an additional method of receipt apart from e-billing?

ANSWER 34: Regarding Question 34(a)- An interface with Origami for Utilization Review services is not necessary. All Utilization Review communications and documents can be transferred via email. Knox County does desire an interface with Origami for transfer of claims eligibility files, payment file, and payment verification files.

Regarding Question 34(b)- No. Knox County does not expect the selected vendor to operate a full mailroom. Knox County handles all mail intake and payment delivery.

QUESTION 35: Page 11 – Section 4.4 Workers' Compensation Bill Review/Utilization Review Services – 4.5 Data

- Who is the County's data warehouse vendor, if separate from Origami, and at what cadence are data files to be transmitted?

ANSWER 35: All data is housed in Origami. All data file transfers occur daily, five days a week.

QUESTION 36: Page 14 – Attachment A – Cost

- Can the County identify the specialties and vendor partner relationships that currently exist that pertain to the request for a "pass through" fee? Approximately what percentage of the total medical bill volume would qualify as a "pass through" bill?

ANSWER 36: See Answer 6 above.

End of addendum.

Jay Garrison, CPPO, CPPB
Procurement Coordinator

ATTACHMENT D
NON-COLLUSION AFFIDAVIT

STATE OF

COUNTY OF

_____,being first duly sworn, deposes and says that:

1. He/She is _____ of _____, the Proposer that has submitted the attached Proposal;

2. He/She is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

3. Such Proposal is genuine and is not a collusive or sham Proposal;

4. Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Proposer, firm or person to submit a collusive or sham Proposal in connection with the Contract for which the attached Proposal has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix the price or prices in the attached Proposal or of any other proposer, or to secure through any other proposer, or to fix any overhead, profit or cost element of the proposal price or the proposal price of any other proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against Knox County, TN or any person interested in the proposed Contract; and

5. The price or prices quoted in the attached Proposal are fair and proper and are not tainted by a collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) _____

(Title) _____

Subscribed and sworn to before me

this _____day of _____,20_____

_____
(Signature)

My commission expires _____

The Procurement Division of Knox County, Tennessee will receive sealed proposals for the provision of **Workers' Compensation Bill Review/Utilization Review Services** as requested by Knox County. Proposals must be received by **2:00 p.m. on November 14, 2024.** Late proposals will neither be considered nor returned.

DELIVER PROPOSALS TO:

Proposal Number 3601
Knox County Procurement Division
Suite 100
1000 North Central Street
Knoxville, Tennessee 37917

The Proposal Envelope must show the Company Name, Proposal Number, Proposal Name & Proposal Closing Date.

SECTION I GENERAL TERMS AND CONDITIONS

1.1 **ADDITIONAL INFORMATION:** Knox County wants requests for additional information routed to Jay Garrison, CPPO, CPPB, Procurement Coordinator, at 865.215.5767 or emailed to jay.garrison@knoxcounty.org. If you have not heard from the Buyer in a reasonable amount of time, please call for further assistance Information about the Knox County Procurement Division and current bids may be obtained on the internet at www.knoxcounty.org/procurement.

1.2 **ACCEPTANCE:** Proposers shall hold all pricing and percentages proposed firm and subject to acceptance by Knox County for a period of ninety (90) business days from the date of the proposal closing, unless otherwise indicated in their proposal.

1.3 **ALTERNATIVE PROPOSALS:** Knox County will not accept alternate proposals (those not equal to specifications) unless authorized by the Request for Proposal (RFP).

1.4 **AUDIT HOTLINE:** Knox County has established an Audit Hotline to report potential fraud and waste. To report potential fraud, waste or abuse, you can file a report online by accessing http://www.knoxcounty.org/hotline/index.php. **Vendors are hereby cautioned that this Audit Hotline does not replace the Award Protest Procedures found in Section VI, Item M of the Knox County Procurement Regulations.**

1.5 **AWARD:** Award will be made to the most responsive, responsible proposer(s) meeting specifications, and which presents the product and/or service that is in the best interest of Knox County. Knox County also reserves the right to not award this proposal. Award will be made in accordance with the evaluation criteria specified herein.

1.6 **BUSINESS OUTREACH PROGRAM:** Knox County has established a Business Outreach Program which has the responsibility of increasing opportunity for small, minority and women owned businesses. This is being accomplished through community education programs, policy edification, active recruitment of interested businesses and process re-engineering. Knox County is committed to ensuring full and equitable participation for all disadvantaged businesses. Knox County welcomes submittals from those disadvantaged businesses that have an interest in providing goods and/or services listed herein. In addition, Knox County strongly encourages the inclusion of disadvantaged businesses by non-disadvantaged Contractors who may wish to partner or subcontract portions of this agreement in order to accomplish the successful delivery of goods and/or services.

If you are a disadvantaged business and would like additional information about our Business Outreach Program, please contact:

Diane Woods, CPPB
Administrator of Business Outreach
Telephone: 865.215.5760
Fax: 865.215.5778
Email: diane.woods@knoxcounty.org

1.7 **CONFLICT OF INTEREST:** Proposers must have read and complied with the "Non-Conflict of Interest" statement provided in the vendor registration process prior to the closing of this solicitation.

1.8 **COPIES:** Knox County requires that proposals submitted by hand be submitted with one (1) marked original and one (1) exact copy. Proposers must submit with their written response an exact electronic version of their proposal in electronic format. **Knox County requests this electronic copy version be in one (1) complete file.**

1.9 **DECLARATIVE STATEMENT:** Any statement or words (i.e.: must, shall, will, etc.) are declarative statements and proposers **must** comply with the condition. Failure to comply with any such condition will result in their proposal being non-responsive and disqualified.

1.10 **ELECTRONIC TRANSMISSION OF PROPOSALS:** Due to the nature of this proposal, the Knox County Procurement Division will **NOT** accept electronically transmitted proposals through the County's On-Line Procurement System. Email and facsimile submission are strictly prohibited.

1.11 **HOW TO DO BUSINESS:** Knox County utilizes a web-based Procurement software system, "KnoxBuys." The system provides our clients (vendors, county departments and the citizens of Knox County) with a more enhanced and end-user friendly means of accessing our services. The system allows for on-line vendor registration and maintenance, electronic receipt of purchase orders, on-line retrieval and submittal of quotes, bids and proposals for our vendor-clients and on-line requisitioning and receiving for our county departments. In order for the County to maximize its investment and minimize the cost associated with office operations, we need your help. When doing business with Knox County we are urging you to please go to our website at www.knoxcounty.org/procurement, register as a vendor in our on-line Procurement system, "KnoxBuys," if you have not done so and whenever possible to conduct your business with the County through this site. If you have any questions, please contact the Procurement Division Representative listed in Section 1.1 of this document.

1.12 **INCURRED COSTS:** Knox County will not be responsible for any costs incurred by the proposer in the preparation of their proposal.

1.13 **MULTIPLE PROPOSALS:** Knox County will consider multiple proposals that meet specifications.

1.14 **NON-COLLUSION:** Proposers, by submitting a signed proposal, certify that the accompanying proposal is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Tennessee or United States law.

1.15 **PAYMENT:** Knox County utilizes two (2) methods of placing orders for products. The first is the use of Purchase Orders. These Purchase Orders will be issued from the Knox County Procurement Division via the method selected by the Vendor during registration. The Purchase Order will detail the quantity, specific item(s) and the contracted price for each item.

The second method is the use of the Knox County Credit Card (VISA). Orders placed on the credit card will list the same information as the Purchase Order. Vendors will be given the card information and approval to process the transaction for the requesting department. Vendors must indicate in their bid response if the Vendor will accept the Knox County Credit Card (VISA) as form of payment. Proposers are prohibited to charge Knox County any type of merchant fee from their financial institution to accept this type of payment.

1.16 **POSSESSION OF WEAPONS:** All vendors and their employees and their agents are prohibited from possessing any weapons on Knox County property without prior written consent from the County. In the case of a vendor whose Contract requires possession of firearms or other weapons to successfully complete their Contract, vendor must provide personnel who are bonded to bear said weaponry.

1.17 **PROCESSING TIME FOR PAYMENT:** Vendors are advised that a minimum of thirty (30) days is required to process invoices for payment.

1.18 **PROOF OF FINANCIAL AND BUSINESS CAPABILITY:** Proposers must, upon request, furnish satisfactory evidence of their ability to fulfill all obligations of the contract in accordance with the terms and conditions of these specifications. Knox County will make the final determination as to the proposer's ability.

1.19 **PROPOSAL DELIVERY:** Knox County requires proposers, when hand delivering proposals, to time and date stamp the envelope before depositing it in the bid box. Knox County will not be responsible for any lost or misdirected mail sent by common carrier, nor will Knox County be responsible for proposals delivered to addresses other than the delivery address specified at the top of this solicitation. The time clock in the Procurement Division shall serve as the official record of time.

Solicitations must be in a sealed envelope/box prior to entering the Procurement Division office. Procurement Division personnel are not allowed to see the submittal nor assist in placing documents in an envelope/box. Additionally, the Procurement Division is not responsible for providing materials (e.g. envelopes, boxes, tape) for submittals.

1.20 **RECYCLING:** Knox County, in its continuing efforts to lessen the amount of landfill waste and to further recycling efforts, requests that proposals being submitted on paper shall:

1.20.1 Be submitted on recycled paper
1.20.2 Not include pages of unnecessary advertising

1.21 **RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS:** It is the responsibility of the prospective proposer to review the entire Request for Proposal packet and to notify the Procurement Division if the specifications are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the specifications or proposal procedures must be received in the Procurement Division by **October 29, 2024 @ 4:30 p.m.** local time. These requirements also apply to specifications that are ambiguous.

1.22 **SIGNING OF PROPOSALS: In order to be considered, all proposals must be signed. Please sign the original in blue ink.** By signing the proposal document, the proposer acknowledges and accepts the term and conditions stated in the document.

1.23 **TAXES:** Knox County purchases are not subject to taxation. Tax exemption certificates will be provided upon request.

1.24 **TITLE VI OF THE CIVIL RIGHTS ACT:** "Nondiscrimination in Federally Assisted Programs"-"No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." 42 U.S.C. section 2000 et seq. It is the policy of Knox County Government that all its services and activities be administered in conformance with the requirements of Title VI.

1.25 **UNFORSEEN CIRCUMSTANCES:** During periods of closure due to unforeseen circumstances in Knox County or closures at the direction of the Knox County Mayor, the Procurement Division will enact the following procedures in regard to solicitations and closures:

- If the Mayor closes the Administrative offices prior to the time set for solicitation opening of any business day, all solicitations due that same day will be moved to the next operational business day.
- Other unforeseen circumstances shall be at the sole discretion of the Procurement Director.
- Knox County shall not be liable for any commercial carrier's decision regarding deliveries during any unforeseen circumstances.

1.26 **USE OF PROPOSAL FORMS:** Vendors are to complete the proposal forms contained in the proposal package. Failure to complete the proposal forms may result in proposal rejection.

1.27 **VENDOR DEFAULT:** Knox County reserves the right, in case of vendor default, to procure the goods or services from other sources and hold the defaulting vendor responsible for any excess costs occasioned thereby. Should vendor default be due to a failure to perform or because of a request for a price increase, Knox County reserves the right to remove the vendor from the County's bidders list for twenty-four (24) months.

1.28 **VENDOR REGISTRATION:** Prior to the closing of this proposal, ***ALL PROPOSERS*** must be registered with the Procurement Division. Please register on-line at our website at www.knoxcounty.org/procurement and click on "Online Vendor Registration." Vendors must be registered with the Procurement Division *prior* to submitting their proposal. Knox County shall not be responsible for technical difficulties experienced by vendors trying to register electronically less than twenty-four (24) hours prior to the proposal closing time.

1.29 **WAIVING OF INFORMALITIES:** Knox County reserves the right to waive minor informalities or technicalities when it is in the best interest of Knox County.

SECTION II OBLIGATIONS, RIGHTS AND REMEDIES

These terms and conditions shall be part of the Contract. Knox County reserves the right to negotiate other terms and conditions it deems appropriate and necessary under the circumstances to protect the public's trust.

2.1 **ALTERATIONS OR AMENDMENTS:** No alterations, amendments, changes, modifications or additions to this Contract shall be binding on Knox County without the prior written approval of the County.

2.2 **APPROPRIATION:** In the event no funds are appropriated by Knox County for the goods or services in any fiscal year or insufficient funds exist to purchase the goods or services, then the Contract shall expire upon the expenditure of previously appropriated funds or the end of the current fiscal year, whichever occurs first, with no further obligations owed to or by either party.

2.3 **ASSIGNMENT:** Contractor shall not assign or sub-contract this agreement, its obligations or rights hereunder to any party, company, partnership, incorporation or person without the prior written specific consent of Knox County.

2.4 **BOOKS AND RECORDS:** Contractor shall maintain all books, documents, accounting records and other evidence pertaining to the goods and services provided under this Contract and make such materials available at its offices at all reasonable times during the Contract period and for five (5) years from the date of the final payment under this agreement for inspection by County or by any other governmental entity or agency participating in the funding of this agreement, or any authorized agents thereof; copies of said records to be furnished, if requested.

Such records shall not include those books, documents and accounting records that represent the Contractor's costs of manufacturing, acquiring or delivering the products and services governed by this agreement.

2.5 **CHILD LABOR:** Contractor agrees that no products or services will be provided or performed under this Contract that have been manufactured or assembled by child labor.

2.6 **COMPLIANCE WITH ALL LAWS:** Contractor is assumed to be familiar with and agrees to observe and comply with all federal, state, and local laws, statutes, ordinances, and regulations in any manner affecting the provision of goods and/or services, and all instructions and prohibitive orders issued regarding this work and shall obtain all necessary permits.

2.7 **DEFAULT:** If Contractor fails to perform or comply with any provision of this Contract or the terms or conditions of any documents referenced and made a part hereof, Knox County may terminate this Contract, in whole or in part, and may consider such failure or noncompliance a breach of Contract. Knox County expressly retains all its rights and remedies provided by law in case of such breach, and no action by Knox County shall constitute a waiver of any such rights or remedies. In the event of termination for default, Knox County reserves the right to purchase its requirements elsewhere, with or without competitive bidding.

2.8 **GOVERNING LAW; VENUE:** This agreement shall be exclusively construed, governed, and controlled by the Laws of the State of Tennessee without regard to principles of law, including conflicts of law, of any other jurisdiction, territory, country, and/or province. Any dispute arising out of or relating to this agreement shall exclusively be brought in the Chancery Court or the Circuit Court of Knox County, Tennessee. Each party consents to personal jurisdiction thereto and waives any defenses based on personal jurisdiction, venue and inconvenient forum.

2.9 **INCORPORATION:** All specifications, drawings, technical information, Request for Proposal, Proposal, Award and similar items referred to or attached or which are the basis for this Contract are deemed incorporated by reference as if set out fully herein.

2.10 **INDEMNIFICATION/HOLD HARMLESS:** Contractor shall indemnify, defend, save and hold harmless Knox County, its officers, agents and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the agreement by Contractor, its subcontractors, suppliers, agents, or employees or due to any negligent act or occurrence or any omission or commission of Contractor, its subcontractors, suppliers, agents or employees.

2.11 **INDEPENDENT CONTRACTOR:** Contractor shall acknowledge that it and its employees serve as independent contractors and that Knox County shall not be responsible for any payment, insurance or incurred liability.

2.12 **INSPECTION AND ACCEPTANCE:** Warranty periods shall not commence until Knox County inspects and formally accepts the goods and/or services. The terms, conditions and timing of acceptance shall be determined by Knox County. Knox County reserves the right to reject any or all items or services not in conformance with applicable specifications, and Contractor assumes the costs associated with such nonconformance. Acceptance of goods or services does not constitute a waiver of latent or hidden defects or defects not readily detectable by a reasonable person under the circumstances.

2.13 **IRAN DIVESTMENT ACT:** By submission of this proposal, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each proposer is not on the list created pursuant to Tennessee Code Annotated § 12-12-106.

2.14 **LIMITATIONS OF LIABILITY:** In no event shall Knox County be liable for any indirect, incidental, consequential, special or exemplary damages or lost profits, even if Knox County has been advised of the possibility of such damages.

2.15 **NO BOYCOTT OF ISRAEL:** Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, by submission of a response to this solicitation, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each proposer is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel.

2.16 **NON-DISCRIMINATION AND NON-CONFLICT STATEMENT:** Contractor agrees that no person on the grounds of handicap, age, race, color, religion, sex, national origin, or any individual trait or characteristic found to be an illegal consideration shall 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 Vendor. Contractor shall upon request show proof of such non-discrimination and shall post in conspicuous places available to all employees and applicants notices of non-discrimination. Contractor covenants that it complies with the Fair Wage and Hour Laws, the National Labor Relations Act, and other federal and state employment laws as applicable. Contractor covenants that it does not engage in any illegal employment practices.

Contractor covenants that it has no public or private interest and shall not acquire directly or indirectly any interest, which would conflict in any manner with the provision of its goods or performance of its services. Contractor warrants that no part of the total contract amount provided herein shall be paid directly or indirectly to any officer or employee of Knox County as wages, compensation, or gifts in exchange for acting as officer, agent, employee, sub-contractor or consultant to Contractor in connection with any goods provided or work contemplated or performed relative to the agreement.

2.17 **ORDER OF PRECEDENCE:** In the event of inconsistent or conflicting provision of this Contract and referenced documents, the following descending order of precedence shall prevail: (1) Written Contract, (2) Request for Proposal, (3) Contractor's Response, (4) Award, (5) Special Terms and Conditions, (6) General Terms and Conditions, (7) Specifications, (8) Drawings.

2.18 **REMEDIES:** Knox County shall have all rights and remedies afforded under the U.C.C. and Tennessee law in contract and in tort, including but not limited to, rejection of goods, rescission, right offset-off, refund, incidental, consequential and compensatory damages and reasonable attorney's fees.

2.19 **RIGHT TO INSPECT:** Knox County reserves the right to make periodic inspections of the manner and means the service is performed or the goods are supplied.

2.20 **SEVERABILITY:** If any provision of this Contract is declared illegal, void or unenforceable, the remaining provisions shall not be affected but shall remain in force and in effect.

2.21 **TAX COMPLIANCE:** Pursuant to Resolution R-07-1-903 passed by the Commission of Knox County, Tennessee, Contractor hereby acknowledges, by submission of its proposal and signature that it is current in its respective Federal, State, County, and City taxes of whatever kind or nature and is not delinquent in any way. Delinquent status must be disclosed or risk debarment by the Knox County Procurement Division.

2.22 **TERMINATION:** Notwithstanding any other provision of this Contract to the contrary, County may terminate this Contract with or without cause, upon written notice of not less than thirty (30) business days. Upon termination, County will pay for services satisfactorily completed but not yet invoiced. Contractor shall not perform additional work without the expressed permission of County.

In the event Contractor intends to interrupt or discontinue service under this Contract, Contractor agrees to give Knox County at least one hundred twenty (120) business day advance written notice of said interruption or discontinuance of service prior to interrupting or discontinuing same. Any interruption or discontinuance of service without said advance notice shall constitute a material breach of this Contract.

2.23 **WARRANTY:** Contractor warrants to Knox County that all items delivered and all services rendered shall conform to the specifications, drawings, proposal and/or other descriptions furnished and/or incorporated by reference, and will be fit for the particular purpose purchased, of merchantable quality, good workmanship, and free from defects. Contractor extends to Knox County all warranties allowed under the U.C.C. Contractor shall provide copies of warranties to the County upon request. Return of merchandise not meeting warranties shall be at contractor's expense.

SECTION III SPECIAL TERMS AND CONDITIONS

3.1 **INTENT:** Knox County is seeking a qualified provider of Workers' Compensation Medical Bill Review and Utilization Review Services for the County's self-insured workers' compensation program. Award will be based on Best Value. Best Value means more than low cost. It includes the initial cost, service quality and other factors detailed herein.

3.2 **ADDITION OR DELETION OF SERVICES:** Knox County reserves the right to add or delete services as the need arises. If items are to be added, Knox County and the Contractor will arrive at a mutually agreed price.

3.3 **AWARD STATUS:** Knox County intends to issue an initial three (3) year award. Upon the mutual agreement of each Contractor and Knox County, the award may be extended for one (1) additional two (2) year term for a possible total of five (5) years. Knox County reserves the right to purchase these items from other sources if the need arises.

3.4 **CHANGES AFTER AWARD:** It is possible that after award, Knox County might change its needs or requirements. Knox County reserves the right to make such changes after consultation with the vendor. Should additional costs arise, Knox County reserves the right to consider accepting these charges provided the vendor can document the increased costs. Knox County also reserves the right to accept proposed service changes from the vendor if they will lower the cost to Knox County and/or provide improved service.

3.5 **COMPLIANCE WITH ALL APPLICABLE REGULATIONS:** Successful proposer agrees and covenants that the company, its agents and employees will comply with all City, County, State and Federal codes, laws, ordinances, rules and regulations applicable to the business to be conducted under this Contract. If the vendor performs any work knowing it to be contrary to such codes, laws, ordinances, rules and regulations, the vendor shall bear all costs arising from them.

3.6 **CONTACT PERSONNEL:** It shall be essential to the success of this Contract to develop a good working relationship with the Contractor. It is imperative that the Knox County account be handled efficiently and professionally. Knox County should be assigned no more than two (2) Contractor contacts to handle billing inquiries and service-related issues. In the event one (1) or both contacts leave the Knox County account, the Contractor shall formally introduce the new contacts to County personnel. These contacts must be knowledgeable of the Knox County account to avoid any interruption of service.

3.7 **CONTRACT EXECUTION:** The award of this proposal may result in a Contract between Knox County and the successful proposer(s). The Knox County Procurement Division will draft this Contract and no vendor forms (i.e. Terms and Conditions, Service Agreements, or other standard Company forms, etc.) will be accepted as Contract attachments. The submission of such forms may cause the disqualification of the vendor's proposal.

3.8 **EVALUATION CRITERIA:** This proposal will be evaluated using the following criteria:

3.8.1 Qualifications (35 points)

a. Experience with Bill Review and Utilization Review Services to the workers' compensation industry
b. Experience performing Bill Review and Utilization Review Services to self-insured and/or self-administered public agencies for workers' compensation.
c. Quality of recently performed services including scope and outcomes.

3.8.2. Approach and Methodology (25 points)

a. Understanding of the services to be provided, the tasks to be performed and the deliverables and outcomes desired by the County.
b. Clarity of staff roles and responsibilities.
c. Ability to effectively implement systems, manage workflow, analyze and problem solve issues, communicate on multiple levels including interpersonal, oral, and written; and with people of diverse backgrounds, abilities and expectations.
d. Ability to demonstrate time and resource commitment to perform the necessary work and provide the necessary services efficiently, effectively and within the guidelines required by the State of Tennessee

3.8.3 Cost (40 points)

a. Cost on a per bill basis for bill review.
b. Cost on percentage of incremental savings to a PPO or other amount beneath Tennessee Medical Fee Schedule.
c. Cost for Utilization Review on a per review basis based upon type of review specifically: initial review and peer review.

Knox County may select an Evaluation Committee for this solicitation to thoroughly review and score all submitted responsive and responsible proposals. Each evaluator will have the ability to award up to 100 points, based on the Evaluation Criteria, per submission.

3.9 **EVALUATION REVIEW:** Knox County reserves the right to use all pertinent information (including that learned from sources other than disclosed in the RFP process) that might affect the County's judgment as to the appropriateness of an award to a qualified vendor. This information may be appended to the proposal evaluation process results. Information on a service provider from reliable sources, and not within the service provider's proposal, may also be noted and made part of the evaluation file. Knox County shall have sole responsibility for determining a reliable source. Knox County reserves the right to conduct written and/or oral discussions/interviews after the proposal closing. The purpose of such discussions/interviews is to provide clarification and/or additional information to make an award that is in the best interest of Knox County.

3.10 **EXCEPTIONS TO SPECIFICATIONS:** Vendors taking exception to any part or section of these specifications shall indicate such exceptions in their submittal. A failure to indicate any exception(s) shall be interpreted as the Vendor's intent to fully comply with the specifications as written. Conditional or qualified offers are subject to rejection in whole or in part. Any exceptions shall be included in Section V, Tab VIII of the submittal. **Do not strike through or in any other way alter the RFP. Exceptions listed within other sections of the submittal shall not be reviewed or considered.**

3.11 **GRATUITIES AND KICKBACKS:** It shall be a breach of ethical standards for any person or company to offer, give, or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim, or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefore.

It shall be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this Contract, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under Knox County contracts.

3.12 **HIPAA, BUSINESS ASSOCIATE AGREEMENT, AND RECORD RETENTION (AS APPLICABLE):** Based on the determination of Knox County Government, the functions to be performed in accordance with this Contract may constitute Business Associate functions as defined by HIPAA. The Contractor shall execute a business associate agreement (BAA) as required by Knox County government per HIPAA regulations in 45 C.F.R. §164.504. If a BAA is applicable, Knox County's BAA must be executed and incorporated into any contract awarded in conjunction with this solicitation.

As stated in section 2.6 of this Proposal, Contractor is assumed to be familiar with and agrees to observe and comply with all Federal, State, and Local laws, statutes, ordinances, and regulations in any manner affecting the provision of goods and/or services; including Tennessee Code Annotated, as amended, and Records Disposition Authorization specific to protected health information retention.

3.13 **INTERPRETATION:** No oral interpretation will be made to any proposer regarding the meaning of specifications. All questions are to be submitted in writing or electronically (email) and will be answered in the form of an amendment to the solicitation by the Knox County Procurement Division.

3.14 **NEGOTIATIONS:** Knox County may select a successful proposer on the basis of initial offers received without discussions. Therefore, each proposal shall contain the proposer's best terms from a service and cost standpoint. Knox County reserves the right to enter into Contract negotiations with the highest-rated proposer. If Knox County and the selected proposer cannot negotiate a successful agreement, Knox County may terminate said negotiations

and begin negotiations with the next highest-rated proposer. This process will continue until a Contract has been executed or all proposals have been rejected. No proposer shall have any rights against Knox County arising from such negotiations.

3.15 **NEWS RELEASES BY VENDORS:** As a matter of policy, Knox County does not endorse the services of a Contractor. A Contractor will not make news releases concerning any resultant contract from this solicitation without the prior written approval of Knox County.

3.16 **NO CONTACT POLICY:** After the date and time that the vendor receives this solicitation, any contact initiated by any proposer with any Knox County representative, other than the Procurement Division representative listed herein, concerning this Request for Proposal is strictly prohibited. Any such unauthorized contact may cause the disqualification of the proposer from this procurement transaction.

3.17 **OFFER WITHDRAWAL:** No proposal can be withdrawn after it is filed unless the offeror makes a request in writing to the Knox County Procurement Division **prior** to the time set for the Request for Proposal or unless the County fails to accept within ninety (90) business days after the date fixed for the closing of the Request for Proposal.

3.18 **OPEN PROPOSAL INTENDED:** It is the intent and purpose of Knox County that this Request for Proposals promotes competitive solicitations. It shall be the vendor's responsibility to advise the Procurement Division, if any language, requirements, et cetera or any combination thereof, inadvertently restricts or limits this Request for Proposals. Such notification must be submitted in writing and must be received by the Procurement Division no later than **October 29, 2024 @ 4:30 p.m.** local time.

3.19 **OPEN RECORDS ACT:** Knox County is subject to the Tennessee Open Records Act 10-7-503 et seq. Proposers are cautioned that all documents submitted on behalf of this Request for Proposal shall be open to the public for viewing and inspection, and Knox County will comply with all legitimate requests.

3.20 **ORAL PRESENTATION/INTERVIEW:** Knox County may require proposers to give oral presentations/interviews in support of their proposal or to exhibit or otherwise demonstrate the information contained therein. Due to the conditions surrounding the COVID-19 pandemic, these presentations/interviews may be conducted virtually through video conferencing. A schedule of presentations/interviews will be determined after the closing of the RFP. At that time, it will be determined whether the presentations/interviews will be in-person or virtual.

Knox County reserves the right to request oral presentations and/or interviews during the initial evaluation phase. The County also reserves the right to complete the initial evaluation phase and then request oral presentations and/or interviews from all proposers or the highest rated proposers. In this case, the evaluations may be revised based on additional information received.

3.21 **OWNERSHIP OF DOCUMENTS:** Any reports, specifications, drawings, blueprints, negatives, electronic files or other documents prepared by the successful proposer shall be the exclusive property of Knox County, and all such materials shall be returned to Knox County upon completion, termination, or cancellation of this Contract within a reasonable timeframe as determined by Knox County.

3.22 **PROPOSAL EVALUATION:** In evaluating the proposals, Knox County reserves the right to use any or all of the ideas from the proposals submitted without limitation and to accept any part or all, of the successful proposal in selecting an operation which is judged to be in the best interest of the Knox County. All material submitted becomes the property of Knox County.

3.23 **PROPOSAL FORMAT:** This solicitation is in the Request for Proposal format. At the specified date and time, each Proposer's name will be publicly read aloud. No further information will be given at that time. Evaluation of the proposals will proceed as expeditiously as possible and successful, as well as unsuccessful, notification will be given.

3.24 **REFERENCES:** Proposers must submit a list of three (3) references with which you have performed this type of service within the past three (3) years. Show the name of the agency or institution, person to contact, their current telephone number, current fax number, current email address and the nature and size of the contract. Do not list any Knox County Department as a reference.

3.25 **REJECTION OF PROPOSALS:** Knox County reserves the right to reject any and all proposals received as a result of this request and to waive any informality, technical, defect or clerical error in any proposal, as the interests of the County may require. Non-acceptance of any proposal will be devoid of any criticism of the proposal and of any implication that the proposal is deficient in any manner.

Non-acceptance of any proposal shall be construed as meaning simply that the County does not deem the proposal to be acceptable or that another proposal was deemed to be more advantageous to Knox County for the particular services proposed.

3.26 **RELEASE OF RECORDS:** To the extent permitted by law, all documents pertaining to this Request for Proposal shall be kept confidential until the proposal evaluation is complete and a notice of Intent to Award is sent to the successful proposer. No information about any submission of proposals shall be released until the process is complete, except to the members of the Evaluation Committee and other appropriate Knox County staff. All information provided shall be considered by the Evaluation Committee in making a recommendation to enter into an agreement with the selected consultant.

3.27 **SUBMIT QUESTIONS:** Prospective proposers may submit questions concerning this solicitation until **October 29, 2024 @ 4:30 p.m. local time**. Submit questions as noted in Section 1.1.

SECTION IV SPECIFICATIONS

4.1 **PURPOSE:** Knox County is seeking a qualified provider to provide Workers' Compensation Bill Review/Utilization Review Services for the County's self-insured workers' compensation program.

The essential features and requirements for the Workers' Compensation Bill Review and Utilization Review contractor are set forth below.

4.2 **BACKGROUND INFORMATION:** The Knox County Law Director- Workers Compensation Division (WCD) administers workers compensation claims on behalf of Knox County Government and Knox County Schools. Knox County Government comprises approximately 3,000 regular full-time employees and a varying number of part-time employees with a substantial number of law enforcement personnel and roads, grounds, and facilities maintenance staff. Knox County Schools employs more than 8,000 full-time educators and classified staff.

Knox County administers claims in-house with the following goals: (1) render quick compensability decisions to injured county workers within 14 days of receipt of notice of injury; (2) ensure injured workers receive prompt and appropriate treatment according to the severity of their injuries; (3) ensure injured workers receive prompt lost time benefits as County programs may require and in accordance with Tennessee Workers Compensation law; and (4) effective assistance with recovery and timely workforce reintegration consistent with their injury and treatment plan.

The WCD currently processes approximately 4,100 bills annually through its current Medical Bill Review vendor.

4.3 **CONFIDENTIAL COUNTY DATA (AS APPLICABLE):** "Confidential County Data" is defined as data deemed confidential by State or Federal statute or regulation. Contractor shall ensure Confidential County Data, including backup data, is housed in the continental United States, and is encrypted at rest and in transit using the current version of the Federal Information Processing Standard (FIPS) 140-2 validated encryption technologies. Contractor shall enable, by default, Multi-Factor Authentication for any access to Confidential County Data, in accordance with the current version of National Institute of Standards and Technology (NIST) Publication 800-63-3.

Upon termination of this Contract and in consultation with the County, Contractor shall destroy all Confidential County Data it holds, including any copies and backups, in accordance with the current version of National Institute of Standards and Technology (NIST) Special Publication 800-88. Contractor shall provide a written confirmation of destruction to the County within ten business days after destruction.
Contractor warrants to Knox County that it and any data centers used by the Contractor to host County data, including those of all Subcontractors, will cooperate with the County throughout the term of the Contract so that all parties will be in compliance with Knox County Information Technology's (KCIT) enterprise security policies and requirements, and any other state and federal computer security regulations including cooperation and coordination with KCIT's security management team and compliance officers required by its regulations.
Contractor agrees to maintain information systems and applications on a current, manufacture-supported Operating System, in addition to performing updates and installing patches. Operating System is defined as the software that supports a computer's basic functions, such as scheduling tasks, executing applications, and controlling peripherals.
Contractor agrees to perform penetration tests (in the form of attacks on the Contractor's computer system, with the purpose of discovering security weaknesses) and vulnerability assessments (designed and executed to define, identify, and classify vulnerabilities in the processing environment) on an annual basis and remedy any weaknesses or vulnerabilities discovered.

4.4 **WORKERS' COMPENSATION BILL REVIEW/ UTILIZATION REVIEW SERVICES:** Proposer's staff shall have current certification and/or licensure for the services they are performing as required by the State of Tennessee. For all services to be provided to Knox County, the vendor shall be expected to provide proper documentation of all activities and proper communication to the Knox County Law Director- Workers Compensation Division. The Proposer must be able to comply with the scope of work for Bill Review and Utilization Review set forth herein, which includes, but is not limited to:

4.4.1 Medical Bill Review and Repricing Services

a. Receive all medical bills and records in digital format via SFTP server on a daily basis.
b. Deliver all adjudicated and/or repriced bills including data and .pdf files via data bridge with Knox County's claims software, Origami Risk, for accessing, processing and storing.
c. Indexing of all medical bills and reports.
d. Requesting needed documents for incomplete bills from providers.
e. Verifying all billing CPT codes comply with actual treatment provided.
f. Identifying treatment that is not appropriate under the AMA guidelines.
g. Monitoring and identifying duplicate bills. Sending those previously reviewed bill(s) to providers along with EOR marked duplicate. Send zero payment EOR to provider and provide justification for zero payment.
h. Repricing of bills in accordance with State fee schedule and/or PPO contracts.
i. Repricing of bills pursuant to amounts agreed by contract between Knox County and certain medical providers.
j. Completing the review process for all medical providers' bills within 5 working days of contractor's receipt of bills; and for all hospital bills within 10 working days of contractor's receipt of bills.
k. Reviewing appeals of medical bills from providers and making recommendations to Knox County.
l. Assisting with testimony and/or other professional services on all medical bill issues on litigated cases including justification of payment and payment amount, up-coding or down-coding and any other required services related to this contract and requested by Knox County.
m. Providing on a per claim basis all scanned documents in PDF format only including medical bills and reports to Knox County.

4.4.2 **Utilization Review Services** for medical necessity, appropriateness and duration for any medical treatment, including but not limited to:

a. Pre-authorization to verify the medical necessity, appropriateness and duration of all prescribed treatments upon request by Knox County.
b. Retrospective review of medical treatment not previously reviewed.
c. All utilization review is subject to industry standard evidence-based guidelines used pursuant Tennessee workers' compensation law.
d. Utilization Review Services must be performed and completed within the time limits and in the manner as set forth under Tennessee Comp. R. & Regs. 0800-02-06 and Tenn. Code Ann. §§ 50-6-101 et seq.
e. Proposed staff's required medical licensure to provide Utilization Review services in compliance with State of Tennessee requirements and direct experience working with Utilization Review.

4.4.3 **Reporting.** Submit to the Knox County Law Director- Workers Compensation Division periodic electronic reports (on a monthly, quarterly or other agreed upon basis) that shall include, but not be limited to, the following information:

a. Reports for Bill Review

1. The Contractor shall submit an electronically *comprehensive* ***Monthly Net Savings Report*** within thirty (30) days of each month end to the Risk Management Department. ***Stated report shall include the following reporting categories:***
   i. Total dollar amount of bills submitted for audit.
   ii. Bill review reductions.
   iii. PPO reductions.
   iv. Recommended allowance.
   v. Gross savings.
   vi. Gross percentage of savings
   vii. Total monthly fee for service.
   viii. Overall net savings.
   ix. Net percentage of savings.

x. *Bidders shall offer a sample report(s), encompassing the nine (9) categories listed above, with their response/bid.* ***This is a mandatory requirement***.

b. Reports for Utilization Review (all monthly)

1. UR Savings
2. UR Follow-up Savings
3. Peer Review Savings
4. Peer Review Follow-up Savings
5. UR Summary Report
6. Sample copies of all notices and/or communications made during Utilization Review process and sample peer review report.

4.4.4 Administrative Services. Contractor shall also do the following:

a. Interface with Knox County's workers compensation claims management software, Origami Risk, LLC, to transmit electronic data including pertinent claims data, bill and payment information, and bill imaging on a daily basis.
b. Provide an electronic billing portal and/or solution to permit Knox County's compliance with e-billing portal or other resources pursuant to Tennessee Rules and Regulations 0800-2-26.
c. Provide all necessary services needed to coordinate, oversee, and communicate with all medical providers, County employees, their legal representatives and staff of the Knox County Law Director- Workers Compensation Division.
d. Provide periodic training for the Knox County Law Director- Workers Compensation Division staff, as needed, including but not limited to, how to interface with the Contractor's bill review software, utilization review legal requirements, and other programmatic updates/changes. The training will be conducted at the request of the Workers' Compensation Division to be held on-site at the Knox County Law Director- Workers Compensation Division at no cost. A minimum of 10 hours of training is to be provided per calendar year.
e. Interface with the County's Claims' Software, Origami Risk, application for payment processing.
f. Provide all communication materials as above specified for services in 4a.
g. Respond to and resolve conflicts with or complaints from medical providers concerning bill review and utilization review recommendations in an expeditious and satisfactory manner. Respond to appeals of bill review decisions within 20 working days of notice of appeal. Respond to Utilization Review appeals within the time periods set forth under Tennessee law. Contractor shall also assist Knox County in any litigation arising from its bill review and utilization review recommendations, including testifying before the Tennessee Department of Labor and Workforce Development Administrative Review process or in Court when requested by the County or County Attorney.
h. Notify County within 24 hours when Contractor's backlog of Bill Review will result in processing times longer than the required 5 working days. Notify County within 24 hours if UR conducted in excess of 3 days, the amount of penalty that must be paid and the reason for delay and resulting penalty.
i. Transmit all digital bills and associated medical reports on a monthly basis.
j. Reimburse County for any/all penalties for which the County may be found liable as a result of the Contractor's failure to comply with regulatory timeframes as covered under Tennessee law, if any, relating to penalties associated with Contractor's failure to perform any bill review or reporting function timely.
k. Provide Knox County Law Director- Workers Compensation Division staff daily electronic access to all Bill Review and Utilization Review databases to review status of recommendations (EOB's), associated medical reports and approval or denial of recommendations including payment of provider bills and UR billing.

4.5 DATA: The County shall be the owner of all claims data and other data collected and generated on behalf of the County for services provided by proposer, and the successful proposer shall at the County's direction make any or all claims and other data available, including but not limited to: eligibility files, all date and cost fields, diagnosis and service codes, patient identifiers, and provider information, case management records and notes, electronically (or in report form if requested) to our data warehouse vendor. Please provide the proposed file formats (eligibility, claims, and billing) for review. The successful proposer shall not charge for providing the data extracts. Proposer shall not use data for any purpose except for administration of the County's program with written consent. Proposer shall sign a Business Associate Agreement in form acceptable to Knox County.

SECTION V PROPOSAL FORMAT RFP 3601
WORKERS' COMPENSATION BILL REVIEW/UTILIZATION REVIEW SERVICES

PROPOSAL INFORMATION: The following guidelines should be followed when responding to the Request for Proposal. Negligence in adhering to the criteria listed below will be considered when reviewing the responses and evaluating the proposers. Knox County reserves the right to reject any proposal for failure to comply with the requested response specifications. The County reserve the right to amend the Request for Proposal by addendum prior to the final date of proposal submission.

- Knox County requests proposals be in sufficient detail to address all requirements.
- The County requests responses be submitted in a three-ring binder containing sections separated by tabs. Do not submit spiral bound or glued responses.
- Please submit one (1) marked original and one (1) exact copy.
- Page numbers should be placed on the bottom center of pages.
- Proposers shall also submit an exact copy of the original proposal on a Flash drive. **This shall be in one (1) complete pdf file. Do not include multiple folders on the CD/Flash drive.**

TAB I TABLE OF CONTENTS

TAB II SIGNED COVER LETTER AUTHORIZING SUBMISSION OF THE PROPOSAL

TAB III PROPOSER INFORMATION

Company Name, Address, Knox County Vendor Number, Primary Contact Person, Contact Telephone Number, Contact Email, copy of Knox County Business License (if applicable), State of Tennessee Sales Tax Number (if applicable), Federal Tax Identification Number (EIN), statement as to whether or not you will accept payment via credit card, acknowledgement of addenda.

TAB IV QUALIFICATIONS (35 points)

a. Experience with Bill Review and Utilization Review Services to the workers' compensation industry exceeding the Minimum Qualifications.
b. Experience performing Bill Review and Utilization Review Services to self-insured and/or self-administered public agencies for workers' compensation.
c. Quality of recently performed services including scope and outcomes.
d. Proposed staff's required medical licensure to provide Utilization Review services in compliance with State of Tennessee requirements and direct experience working with Utilization Review.
e. Proposers must include the attached References document under this Tab. Failure to use the attached Reference Check Form will be considered during the evaluation and may result in the references not being considered.

TAB V APPROACH AND METHODOLOGY (25 POINTS)

a. Understanding of the services to be provided, the tasks to be performed and the deliverables and outcomes desired by the County.
b. Clarity of staff roles and responsibilities.
c. Ability to effectively implement systems, manage workflow, analyze and problem solve issues, communicate on multiple levels including interpersonal, oral, and written; and with people of diverse backgrounds, abilities and expectations.
d. Ability to demonstrate time and resource commitment to perform the necessary work and provide the necessary services efficiently, effectively and within the guidelines required by the State of Tennessee.
e. Bidders shall offer a sample report(s), encompassing the nine (9) categories listed in Section 4.4.3.a.1, with their response/bid. **This is a mandatory requirement**.
f. Sample copies of all notices and/or communications made during Utilization Review process and sample peer review report.

TAB VI COST (40 POINTS)

Proposers must include Attachment A under this Section.
a. Cost on a per bill basis for bill review.
b. Cost on percentage of incremental savings to a PPO or other amount beneath Tennessee Medical Fee Schedule.

c. Cost for UR on a per review basis based upon type of review specifically: initial review and peer review.

TAB VII **AFFIDAVITS**

Iran Divestment Act/No Boycott of Israel: Attachment C
Non-Collusion Affidavit: Attachment D

TAB VIII **EXCEPTIONS**

Proposers must list any exceptions taken to the terms and conditions of this RFP in this section. Failure to list any exceptions will be considered as the proposer's acceptance of the terms and conditions as stated. Do not mark through or otherwise alter the language of this RFP in your response.

Failure to include any of the above information or any other information requested may result in the proposer being disqualified.

ATTACHMENT A
COST
RFP 3601
WORKERS' COMPENSATION BILL REVIEW/UTILIZATION REVIEW SERVICES

Company Name: _____

Proposer shall indicate a fixed per bill fee for processing County's bill to the Tennessee Medical Fee Schedule (appr. 223 per month over the last two years) $ _____/bill

Proposer shall indicate a fixed percentage of "net savings" fee for adjusting County's bill to a PPO or other amount beneath the Tennessee Medical Fee Schedule rate: _____%

Are you willing to charge a nominal per bill fee for "passing through" any bills for services you may receive in which County has pre-negotiated a particular rate (for ex. Pharmacy bills, Physical Therapy bills, etc.)? If so, please identify: $ _____/bill

Proposer shall indicate a fixed fee for Utilization Review and/or Physician Peer Clinical Review: _____/ request

Proposer shall indicate whether it has an existing data bridge with Origami Risk, LLC for other clients, and/or a fixed fee, if any, for implementing a data bridge with Origami Risk, LLC: _____

ATTACHMENT B
REFERENCES
REQUEST FOR PROPOSALS NUMBER 3601
WORKERS' COMPENSATION BILL REVIEW/UTILIZATION REVIEW SERVICES

Vendor: _____

Proposers shall submit a list of three (3) projects of similar size which have been in service during the last three (3) years. Each vendor is responsible for obtaining approval to submit and confirming the contact information provided for each reference. Knox County will not be responsible for gathering additional information for references that are incomplete or incorrect. References checks will be sent via email only. Reference Forms that cannot be delivered with the contact information listed, not returned prior to the deadline listed on the form, or not returned at all will be scored accordingly. Do not use Knox County Government as a reference.

Name of Firm: _____

Contact Person: _____ Phone Number: _____

Email Address: _____

Nature of Contract: _____

Services Provided: _____

Contract start date: _____ Contract end date: _____

Name of Firm: _____

Contact Person: _____ Phone Number: _____

Email Address: _____

Nature of Contract: _____

Services Provided: _____

Contract start date: _____ Contract end date: _____

Name of Firm: _____

Contact Person: _____ Phone Number: _____

Email Address: _____

Nature of Contract: _____

Services Provided: _____

Contract start date: _____ Contract end date: _____

ATTACHMENT C
KNOX COUNTY PROCUREMENT DIVISION
IRAN DIVESTMENT ACT/NO BOYCOTT OF ISRAEL

By submission of a response to this solicitation, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each proposer is not on the list created pursuant to Tennessee Code Annotated § 12-12-106.

Authorizing Signature:

_____

(sign in blue ink)

Title: _____ Date: _____

Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, by submission of a response to this solicitation, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each proposer is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel.

Authorizing Signature:

_____

(sign in blue ink)

Title: _____ Date: _____

ATTACHMENT D
NON-COLLUSION AFFIDAVIT

STATE OF

COUNTY OF

_____,being first duly sworn, deposes and says that:

1. He/She is _____ of _____, the Proposer that has submitted the attached Proposal;

2. He/She is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

3. Such Proposal is genuine and is not a collusive or sham Proposal;

4. Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Proposer, firm or person to submit a collusive or sham Proposal in connection with the Contract for which the attached Proposal has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix the price or prices in the attached Proposal or of any other proposer, or to secure through any other proposer, or to fix any overhead, profit or cost element of the proposal price or the proposal price of any other proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against Knox County, TN or any person interested in the proposed Contract; and

5. The price or prices quoted in the attached Proposal are fair and proper and are not tainted by a collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) _____

(Title) _____

Subscribed and sworn to before me

this _____day of _____,20_____

_____
(Signature)

My commission expires _____

SAMPLE

Knox County Government

and

(Contractor Name)

This Contract, made and entered into by and between the Knox County Government, hereinafter referred to as the "County" and (Contractor Name) hereinafter referred to as "Contractor".

Whereas, the County requested proposals for Workers' Compensation Bill Review/Utilization Review Services for Knox County Government (Request for Proposal #3601) and;

Whereas, Contractor submitted a bid in accordance with said requested specifications, the response of which is the most responsible and responsive bid meeting specifications accepted by the County;

Whereas, Contractor agrees and undertakes to provide said services for the County, as set forth in the Request for Proposals, and at the price quoted for said services by Contractor. Further, in accordance with the lawful directions of the County, the Contractor agrees in all respects, to be governed by the Request for Proposals' specifications and the Contractor's proposal and response.

Now, therefore in consideration of mutual covenants and promises contained herein, the parties hereto wish to enter into this Contract to set forth their respective rights and obligations and do mutually agree that;

Witnesseth:

1. Terms of this Contract. This Contract commences on the 1st day of September 2024 and ends the 31st day of August 2027 unless terminated in conformity with the terms of this Contract as contained in paragraphs 4 and 5. Knox County intends to issue an initial three (3) year award. Upon the mutual agreement of each Contractor and Knox County, the award may be extended for one (1) additional two (2) year term for a possible total of five (5) years. The County reserves the right to purchase these goods/services from other sources if the need arises. The County reserves the right to revoke the award if a pattern of unavailability arises with the Contractor.

2. Payment. The County shall pay Contractor the amount as agreed upon in the County's Request for Proposals for Workers' Compensation Bill Review/Utilization Review Services per the Contractor's response to Request for Proposals #3601; pursuant to all payments being subject to the County's review and approval. The Contractor shall receive, upon the need of the County, written notification to proceed. The Contractor shall pursue all work diligently until completion as directed by the County.

3. Invoicing and reporting requirements. Contractor shall invoice the County for Strategic Planning Services pursuant to Request for Proposals #3601.

TBD

4. Termination. The County may terminate this Contract with or without cause, upon written notice of not less than thirty (30) days. Upon termination, the County will pay for services satisfactorily completed but not yet invoiced. Contractor shall not perform additional work without the expressed permission of the County.

Should the Contractor fail to provide the Strategic Planning Services detailed herein, the County will communicate the problem(s) to the Contractor both verbally and in writing and keep a written record as to what the problem(s) are and when the Contractor was contacted. The Contractor shall rectify the problem within thirty (30) business days of notification of the problem. If the same or other problems persist or reoccur, the County may terminate the Contract.

In the event Contractor intends to interrupt or discontinue service under this Contract, Contractor agrees to give the County at least one hundred twenty (120) day advance written notice of said interruption or discontinuance of service prior to interrupting or discontinuing same. Any interruption or discontinuance of service without said advance notice shall constitute a material breach of this Contract.

5. Appropriations. In the event no funds are appropriated by the County for the Workers' Compensation Bill Review/Utilization Review Services in any fiscal year or insufficient funds exist to provide the services, then the Contract shall expire upon the expenditure of previously appropriated funds or the end of the current fiscal year, whichever occurs first, with no further obligations owed to or by either party.

6. Independent contractor. Contractor acknowledges that Contractor and employees serve as independent contractors and that the County shall not be in any manner responsible for any payment, insurance, or incurred liability.

7. Compliance with all federal, state, and municipal laws. Contractor is assumed to be familiar with and agrees to observe and comply with all federal, state, and local laws, statutes, ordinances, and regulations in any manner affecting the provision of the Workers' Compensation Bill Review/Utilization Review Services, and all instructions and prohibitive orders issued regarding this work and shall obtain all necessary permits.

8. Severability clause. If any provision of this Contract is declared illegal, void, or unenforceable the remaining provisions shall not be affected but shall remain in force and in effect.

9. Prohibition against assignment. Contractor shall not assign this Contract to any party, company, partnership, incorporation, or person without prior specific written consent of the County.

SAMPLE

10. **This Contract** shall be exclusively construed, governed, and controlled by the Laws of the State of Tennessee without regard to principles of law, including conflicts of law, of any other jurisdiction, territory, country, and/or province. Any dispute arising out of or relating to this agreement shall exclusively be brought in the Chancery Court or the Circuit Court of Knox County, Tennessee. Each party consents to personal jurisdiction thereto and waives any defenses based on personal jurisdiction, venue and inconvenient forum.

11. **Right to inspect.** The County reserves the right to make periodic inspections of the manner and means the services are performed.

12. **Nondiscrimination and non-conflict statements.** Contractor agrees that no person on the grounds of handicap, age, race, color, religion, sex, national origin or any individual trait or characteristic found to be an illegal consideration, shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract, or in the employment practices of Contractor. Contractor shall upon request show proof of such non-discrimination and shall post in conspicuous places available to all employees and applicants notices of non-discrimination.

13. **Books and records.** Contractor shall maintain all books, documents, accounting records and other evidence pertaining to the service under this Contract and make such materials available at their offices at all reasonable times during the contract period and for three (3) years from the date of the final payment under the Contract for inspection by the County or by any other governmental entity or agency participating in the funding of this Contract, or any authorized agents thereof; copies of said records to be furnished if requested. Such records shall not include those books, documents and accounting records that represent the Contractor's costs of manufacturing, acquiring or delivering the products and services governed by this Contract.

14. **Contractor** shall indemnify**,** defend, save and hold harmless, County, its officers, agents and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the Contract by Contractor, its subcontractors, agents or employees or due to any negligent act, occurrence, omission, commission of Contractor, its subcontractors, agents, or employees.

15. **Delivery.** Contractor shall render the Workers' Compensation Bill Review/Utilization Review Services for the County in accordance with Request for Proposal #3601.

16. **Tax Compliance.** Pursuant to Resolution R-07-1-903 passed by the Commission of Knox County, Tennessee, Contractor hereby acknowledges, by submission of its bid and signature that it is current in its respective Federal, State, County, and City taxes of whatever kind or nature and is not delinquent in any way. Delinquent status must be disclosed or risk debarment by the Knox County Procurement Division.

17. **Limitations of liability.** In no event shall the County be liable for any indirect, incidental, consequential, special or exemplary damages or lost profits, even if the County has been advised of the possibility of such damages

18. **Contract documents.** It is mutually agreed by both parties that the following documents are made part of this Contract and are incorporated herein by reference:

A. Request for Proposals #3601
B. Contractor's Response to Request for Proposal #3601

It is agreed that this Contract, represents the **entire Contract** between the parties and no prior representations, promises, and agreements, oral or otherwise, not embodied herein, shall be of any force or effect.

In witness whereof, the parties hereto have caused this Contract to be executed in one original copy on the day and year last written below.

KNOX COUNTY GOVERNMENT

_____ **GLENN JACOBS**
MAYOR – Signature **MAYOR**

Date: _____

Contract #: _____

Approved as to Legal Form:

_____ **_____**
(Signature: Knox County Law Director's Office) **(Printed Name)**

Date: _____

SAMPLE

VENDOR

_____	_____
AUTHORIZED SIGNATURE	**VENDOR – Printed Name**

CONTRACTOR
COMPANY NAME

Date:_____

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("Agreement") is entered into by and between Knox County Government Knox County Tennessee by and through its governing body and its authorized representatives, Covered Entity ("CE"), and _____, Business Associate ("BA").

PURPOSE

A. Covered Entity ("CE") operates a Public Health Facility certified in Knox County, Tennessee

B. Business Associate ("BA") is contractually obligated to provide certain services related to one or more "covered entities" as that term is defined and regulated under HIPAA.

C. CE and BA intend to protect the privacy of Protected Health Information ("PHI") and electronic Protected Health Information ("e-PHI") disclosed to or created or received by BA pursuant to the Agreement in compliance with applicable provisions of the Health Insurance Portability and Accountability Act of 1996, Public Law I 04-191 ("HIPAA") and regulations promulgated there under by the U.S. Department of Health and Human Services, the privacy and security provisions of the American Recovery and Reinvestment Act (Stimulus Act) for Long Term Care, Public Law 111-5, HITECH Act and other applicable laws.

D. CE and BA agree to comply with the Fair and Accurate Credit Transactions Act of 2003 (FACTA) and its implementing regulations at 16 CFR §681.1 and 16 CFR §681.2.

E. The purpose of this Agreement is to satisfy certain standards and requirements of HIPAA, including the Standards for Privacy of Individually Identifiable Health Information at 45 CFR parts 160 and 164, Subparts A and E, the standards relating to Notification in the Case of Breach of Unsecured Protected health Information at 45 CFR Parts 160 and 164, Subparts A and D, and the Security Standards for the Protection of electronic Protected Health Information at 45 CFR Parts 160 and 164, Subparts A and D, as such regulations may be amended from time to time (including, without limitation any amendments required by the Health Information Technology for Economic and Clinical Health Act (the "HITECH Act") (collectively "HIPAA Regulations")

In consideration of the mutual promises below and the exchange of information pursuant to this Agreement, the parties agree as follows:

1. **Definitions**: The following definitions are used by this Agreement:

1.1 **Agreement** – means this Business Associate Agreement, which is an agreement required under 45 C.F.R. Section 164.314(a) (2) between a Business Associate and a Covered Entity.

1.2 **Breach** – means the unauthorized acquisition, access, use, or disclosure of Protected Health Information in a manner not permitted under the Privacy Rule which compromises the security or privacy of the protected health information. Except that: a use or disclosure of protected health information that does not include the identifiers listed at 45 CFR 164.514 (e)(2) of the Privacy Rule, date of birth, and zip code does not compromise the security or privacy of the protected health information is deemed not to be a "Breach" for purposes of this agreement. Notwithstanding the foregoing, a Breach does not include: (1) any unintentional acquisition, access, or use of Protected Health Information by an employee or individual acting under the authority of Covered Entity or Business Associate and in the scope of the employment or relationship between the employee or individual and Covered Entity or BA, provided such information is not further acquired, accessed, used, or disclosed by any person without authorization; (2) any inadvertent disclosure by an individual who is authorized to access. Protected Health Information at Covered Entity's or BA's facility to another similarly situated individual at the same facility, provided such information is not further acquired, accessed, used, or disclosed by any person without authorization; and (3) a disclosure of Protected Health Information in a situation in which BA has a good faith belief that the person(s) to which the unauthorized disclosure was made would not reasonably have been able to retain such information.

1.3 **Business Associate (BA)** – is a person or entity, other than a member of the workforce of a covered entity CE, who performs functions or activities on behalf of a CE that involves access by the BA to protected health information as described in 45 C.F.R. Section 160.103. A BA is also a subcontractor that creates, receives, maintains, or transmits protected health information on behalf of another business associate.

1.4 **Covered Electronic Transactions** – shall have the meaning given to the term "transaction" in 45 C.F.R.

SAMPLE

Section 160.103.

1.5 **Covered Entity (CE)** – as the term referenced to the entity to this agreement is a provider of medical and health services as described in 45 C.F.R. Section 160.103.

1.6 **Covered Individual** – means a person who is eligible for payment of certain services or supplies rendered or sold to the person or the person's eligible dependents under the terms, conditions, limitations, and exclusions of the Plan.

1.7 **Data Aggregation** – means, with respect to Protected Health Information created or received by BA in its capacity as a BA (as that term is defined in 45 C.F.R. Section 160.103) of the Plan, the combining of such Protected Health Information by BA with the Protected Health Information received by BA in its capacity as a BA of another covered entity (as those terms are defined in 45 C.F.R. Section 160.103), to permit data analyses that relate to the health care operations of the respective covered entities.

1.8 **Designated Record Set** – means a group of records maintained by or for Covered Entity that is (1) the medical records and billing records about Individuals maintained by or for a covered health care provider, (2) the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for Covered Entity, or (3) used, in whole or in part, by or for Covered Entity to make decisions about Individuals. As used herein, the term "Record" means any item, collection, or grouping of information that includes Protected Health Information and is maintained, collected, used or disseminated by or for Covered Entity.

1.9 **Disclose** - means the release, transfer, provision of access to, or divulging in any other manner of PHI to parties outside the BA's organization.

1.10 **Effective Date** – means the date the Agreement is fully executed, unless specifically noted otherwise herein.

1.11 **Electronic Health Record** – means an electronic record of health-related information regarding an Individual that is created, gathered, managed, and consulted by authorized health care clinicians and their staff.

1.12 **Electronic Protected Health Information** – shall have the same meaning as the term "electronic protected health information" in 45 C.F.R. Section 160.103, limited to the information created, received, maintained, or transmitted by BA from or on behalf of Covered Entity.

1.13 **GINA** - shall mean the Genetic Information Nondiscrimination Act of 2008 (Pub. L. 110-223).

1.14 **HITECH** – means Heath Information Technology for Economic and Clinical Health Act.

1.15 **HHS** – means the United States Department of Health and Human Services.

1.16 **Including** – means "including but not limited to."

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

1.18 **Integrity** – means that data or information have not been altered or destroyed in an unauthorized manner.

1.19 **Data Set** – shall have the same meaning as the term "limited data set" in 45 C.F.R. Section 164.514(e) (2).

1.20 **Plan –** means the group health plan(s) identified in the introductory paragraph to this Agreement.

1.21 **Privacy Rule** – means the Standards and Privacy of Individually Identifiable Health Information at 45 C.F.R. Part 160 and Part 164, subparts A and E and the privacy provisions of HIPAA, as amended.

1.22 **Protected Health Information (PHI)** – shall have the same meaning as the term "protected health information" in 45 C.F.R. 160.103, limited to the information created, received, maintained, or transmitted by BA from or on behalf of Covered Entity. PHI includes both Hardcopy and Electronic Protected Health Information ("phi") and means any information, whether oral or recorded in any form or medium, that

i. Relates to the past, present or future physical or mental health or condition of an individual, the provision of health care to an individual, or the past, present or future payment for the provision of health care to an individual; and,
ii. Identifies the individual or there is a reasonable basis to believe the information can be used to identify

SAMPLE

the individual; and,

iii. Is limited to the information created or received by BA from or on behalf of CE.

iv. Hardcopy Protected Health Information ("paper") is a subset of Protected Health Information and means PHI that is maintained as a paper document.

1.23 **Electronic Protected Health Information ("e-PHI")** is a subset of Protected Health Information and means PHI that is transmitted by or maintained in any electronic media.

1.24 **Required By Law** – means a mandate contained in law that compels a covered entity to make a use or disclosure of PHI and that is enforceable in a court of law and shall have the same meaning as the term "required by law" in 45 C.F.R. Section 164.103.

1.25 **Secretary** – means the Secretary of Health and Human Services or any other officer or employee of HHS to whom the authority involved has been delegated.

1.26 **Security Incident** – shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system as provided in 45 CFR 146.304.

1.27 **Security Rule** – means the Security Standards and Implementation Specifications at 45 C.F.R. Part 160 and Part 164, subpart C and the security provisions of HIPAA, as amended.

1.28 **Standards for Electronic Transactions Rule** – means the final regulations issued by HHS concerning standard transactions and code sets under the Administrative Simplification provisions of HIPAA, 45 C.F.R. Part 160 and Part 162.

1.29 **Subcontractor** – means an agent of a BA described in 45 C.F.R. Section 165.103 to whom the BA provides protected health information that the BA creates, receives, maintains, or transmits on behalf of a Covered Entity.

1.30 **Unsecured Protected Health Information** – means Protected Health Information that has not been rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary. As of August 24, 2009, the Secretary has specified the following technologies and methodologies that will render Protected Health Information unusable, unreadable, and indecipherable (i.e., secured Protected Health Information): (1) encryption as described in the Secretary's guidance and determined by the National Institute of Standard and Technology to meet the standards described in such guidance, or (2) destruction, in accordance with the procedures identified in the Secretary's guidance, of the media on which the Protected Health Information was stored or recorded.

1.31 **Use** – means the sharing, employment, application, utilization, examination, or analysis of PHI within the BA's organization.

2. Privacy Provisions

2.1 **Introduction.** Business Associate, on behalf of Covered Entity, performs or assists in the performance of functions and activities that may involve the use, disclosure, receipt and/or creation of Protected Health Information. The "business associate" provisions of the Privacy Rule govern the terms and conditions under which the BA may use or disclose Protected Health Information. In general, BA agrees and intends to act such that (1) Covered Entity can fulfill its responsibilities under HIPAA; and (2) BA can fulfill its contractual obligations under this Agreement. In addition, BA specifically acknowledges its direct liability for the failure to comply with certain portions of the Privacy Rule as provided under HITECH and the regulations issued thereunder.

2.2 **Permitted Uses and Disclosures by Business Associate**.

2.2.1 Business Associate agrees to not use or disclose PHI other than as permitted or required by this Agreement or as Required by Law. Business Associate shall comply with the provisions of this Agreement relating to privacy and security of PHI on all present and future provisions of HIPAA, the HITECH Act and HIPAA Regulations that relate to privacy and security of PHI and that are applicable to CE and/or BA. Except as otherwise limited in this Agreement, BA may use or disclose Protected Health Information (i) to perform functions, activities, or services for, or on behalf of, Covered Entity pursuant to any services agreement with the BA, (ii) as permitted or required by this Agreement, and (iii) as Required by Law. BA may disclose Protected Health Information to other BAs of Covered Entity, or to BAs of another covered entity that is part of an organized health care arrangement that includes Covered Entity, to the fullest extent allowed under applicable law. If and when BA discloses or makes

SAMPLE

available Protected Health Information to the sponsor of the Plan, BA agrees to disclose or make available Protected Health Information only to the persons identified in the attached Designated Persons Appendix (which may be updated by Covered Entity and communicated to BA from time to time) for the purpose of performing functions, services, or activities for or on behalf of Covered Entity. Upon Covered Entity's request, BA will provide Protected Health Information to other BAs of Covered Entity that assist in administering the group health plans and that are authorized to receive such information.

2.2.2 Except as otherwise limited in this Agreement, BA may use or disclose PHI consistent with CE's minimum necessary policies and procedures to perform functions, activities, or Services for, or on behalf of CE as specified in the Agreement, provided such use or disclosure would not violate the Privacy and Security Rule if done by the CE.

2.2.3 Disclosure for Management and Administration - Except as otherwise limited in this Agreement, BA may disclose PHI for the proper management and administration of the BA or to carry out the legal responsibilities of the BA, provided that:

i. Disclosures are required by law; or
ii. BA obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and
iii. The person notifies the BA of any instances of which it is aware in which the confidentiality of the information has been breached.

2.2.4 Data Aggregation - Except as otherwise limited in this Agreement, BA may use PHI to provide Data Aggregation services to CE relating to the health care operations of the CE.

2.2.5 Report Violations of Law - Except as otherwise limited in this Agreement, BA may use PHI to report violations of law appropriate to Federal and State authorities consistent with 45 CFR §164.502(j))(1).

2.2.6 De-identification. The BA may de-identify any and all PHI that it obtains from the CE, but only if such de-identification is accomplished in accordance with the requirements of 45 CFR 514 (a) and (b).

2.2.7 Business Associate will limit the use, disclosure, or request of Protected Health Information, to the extent practicable, (i) to the Limited Data Set, or (ii) if needed by BA, to the minimum necessary (as determined by BA) to accomplish the intended purpose of such use, disclosure, or request, except to the extent a broader use, disclosure, or request of Protected Health Information is allowed by the Privacy Rule. BA's ability to satisfy the requirement of this Section 2.2.7 by use of the Limited Data Set shall be available until the effective date of subsequent guidance issued by the Secretary regarding what constitutes "minimum necessary," at which time BA will take reasonable efforts to limit the use, disclosure, or request of Protected Health Information to the minimum necessary (as defined by such Secretary's guidance) to accomplish the intended purpose of such use, disclosure, or request, except to the extent a broader use, disclosure, or request of Protected Health Information is allowed by the Privacy Rule.

2.2.8 Except as otherwise authorized by the Privacy Rule, BA shall not directly or indirectly receive remuneration (whether financial or nonfinancial) in exchange for any Protected Health Information of a Covered Individual unless Covered Entity has received a valid authorization from the Covered Individual that includes a specification of whether the Protected Health Information can be further exchanged for remuneration by the entity receiving Protected Health Information of that Covered Individual. This Section 2.2.8 shall apply to exchanges of Protected Health Information occurring on or after the compliance date applicable under the final regulations issued under HITECH that address this restriction.

3. **Limitations on Business Associate's Uses and Disclosures.** With respect to Protected Health Information that Covered Entity discloses to BA or BA creates, receives, maintains, or transmits on behalf of Covered Entity, BA will not use or further disclose the Protected Health Information other than as permitted or required by this Agreement or as Required by Law.

4. **Additional Obligations of Business Associate**. Except as otherwise specified in this Agreement, the provisions of this paragraph apply only to Protected Health Information that Covered Entity discloses to BA or BA creates, receives, maintains, or transmits on behalf of Covered Entity.

4.1 **Safeguards**. BA agrees to use appropriate safeguards to prevent the use or disclosure of the PHI other than as provided for by this Agreement. Without limiting the generality of the foregoing sentence, BA must comply

SAMPLE

with the Security Rule by:

4.1.1 Implementing administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of PHI and ePHI as required by the Agreement, and as required by 45 CFR 164.308, 164.310, 164.312, and 164.316 that the BA receives, creates, maintains, or transmits to the same extent as if the BA were a CE. The BA shall undertake such actions in a manner that is consistent with any guidance issued by the Secretary pursuant to the HITECH Act.

4.1.2 Ensure that any subcontractors that create, receive, maintain or transmit PHI on behalf of the BA agree to comply with the applicable requirements of the Privacy and Security Rules by entering into a contract or other arrangement that complies with the Privacy and Security Rules.

4.1.3 Promptly report to CE any Security Incident of which BA becomes aware. In addition, BA agrees to promptly notify CE following the discovery of a Breach of Unsecured PHI. A Breach is considered "discovered" as of the first day on which the Breach is known, or reasonably should have been known, to BA or any employee, officer or agent of BA, other than the individual committing the Breach.

4.1.4 BA shall protect PHI from any improper oral or written disclosure by enacting and enforcing safeguards to maintain the security of and to prevent any Use or Disclosure of PHI other than is permitted by this Agreement.

4.2 **Reporting and Mitigation**. Business Associate will report to Covered Entity any acquisition, access, use, or disclosure of Protected Health Information of which BA becomes aware, or that is reported to BA by an agent or Subcontractor, that is in violation of this Agreement.

BA agrees to mitigate, to the extent practicable, any harmful effect that is known to BA of a use or disclosure of PHI by BA or its employees, officers or agents in violation of the requirements of this Agreement (including, without limitation, any Security Incident or Breach of Unsecured PHI). BA agrees to reasonably cooperate and coordinate with CE in the investigation of any violation of the requirements of this Agreement and/or any Security Incident or Breach. BA shall also reasonably cooperate and coordinate with CE in the preparation of any reports or notices to the individual, a regulatory body or any third party required to be made under HIPAA Regulations, the HITECH Act, or any other Federal or State laws, rules, or regulations, provided that any such reports or notices shall be subject to the prior written approval of CE.

4.3 **Agents and Subcontractors**. BA agrees to enter into an agreement with each of its subcontractors pursuant to 45 CFR 164.308(b)(1) and HITECH 13401. BA shall monitor and ensure, in accordance with 45 CFR 164.502(e)(l)(ii) and 164.308(b)(2), that any agents, including subcontractors and subcontractors of subcontractors, that create, received, maintain, or transmit PHI on behalf of the BA agree to the same restrictions, conditions, and requirements that apply to the BA through this Agreement with respect to such information.

4.4 **Access to Designated Record Sets**. To the extent that BA possesses or maintains PHI in a Designated Record Set, BA agrees to provide access, at the request of CE, and in the time and manner designated by the CE, to PHI in a Designated Record Set, to Covered Entity or, as directed by CE, to an Individual in order to meet the requirements under HIPAA Regulations. If an Individual makes a request for access to PHI directly to BA, BA shall notify CE of the request within three (3) business days of such request and will cooperate with CE and allow CE to send the response to the Individual.

4.5 **Amendment of Designated Record Sets**. To the extent that BA possesses or maintains PHI in a Designated Record Set, BA agrees to make any amendment(s) to PHI in a Designated Record Set that the CE directs or agrees to pursuant to HIPAA Regulations at the request of CE or an Individual, and in the time and manner designated by the CE. If an Individual makes a request for an amendment to PHI directly to BA, BA shall notify CE of the request within three (3) business days of such request and will cooperate with CE and allow CE to send the response to the Individual.

4.6 **Disclosure Accounting**. BA agrees to document disclosures of Protected Health Information and information related to such disclosures as is necessary to enable Covered Entity to respond to a request by a Covered Individual for an accounting of disclosures of PHI in accordance with HIPAA Regulations and the HITECH Act. BA agrees to provide to CE or an Individual, in the time and manner designated by the CE, information to permit CE to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with HIPAA Regulations and the HITECH Act. If an Individual makes a request for an accounting directly to BA, BA shall notify CE of the request within three (3) business days of such request and will cooperate with CE and allow CE to send the response to the Individual. At a minimum, Business Associate shall provide Covered

SAMPLE

Entity with the following information: (i) the date of the disclosure; (ii) the name of the entity or person who received the Protected Health Information, and if known, the address of such entity or person; (iii) a brief description of the Protected Health Information disclosed; and, (iv) a brief statement of the purpose of such disclosure which includes an explanation of the basis for such disclosure. BA hereby agrees to implement an appropriate record keeping process to enable it to comply with the requirements of this section and applicable law. It shall be CE's responsibility to promptly notify BA of the request for an accounting, and to prepare and deliver any such accounting requested. In addition to the forgoing, BA shall track other disclosures and/or make available to CE such information as is necessary for Covered Entity to comply with any additional accounting requirements.

4.7 **Access to Business Associate's Internal Records**. BA shall make its internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, CE available to CE or the Secretary, for the purposes of the Secretary's determining compliance with HIPAA for Covered Entity and/or BA.

4.8 **Electronic Transactions**. In the event the BA transmits or receives any Covered Electronic Transaction on behalf of CE, it shall comply with all applicable provisions of the Standards for Electronic Transactions Rule to the extent Required by Law and shall ensure that any agents and Subcontractors that assist BA in conducting Covered Electronic Transactions on behalf of CE agree in writing to comply with the Standards for Electronic Transactions Rule to the extent Required by Law.

4.9 **GINA**. BA agrees not to use or disclose Protected Health Information that contains genetic information if such use or disclosure would violate GINA.

5. Obligations and Rights of Covered Entity.

5.1 **Notice of Privacy Practices**. CE shall provide BA with the notice of privacy practices that CE produces in accordance with 45 C.F.R. Section 164.520, as well as any changes to such notice.

5.2 **Requests by Covered Entity**. CE shall not request or direct BA to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by CE. This includes, but is not limited to, requests or directions for disclosure of Protected Health Information to the Plan sponsor in a capacity other than acting on behalf of the Plan as CE. To the extent a dispute or difference of opinion exists between the BA and CE regarding whether a use or disclosure is permissible, BA may disclose the Protected Health Information under objection pursuant to the specific, written direction of CE. Any disclosures made pursuant to such specific, written direction shall be subject to the indemnification provisions of the Agreement.

5.3 **Authorizations**. CE shall notify Business Associate of any authorization provided by an Individual to use or disclose Protected Health Information (and any changes in or revocation of such an authorization),, to the extent that such information may affect Business Associate's use or disclosure of Protected Health Information. Upon receipt of such notification, BA shall use or disclose Protected Health Information in accordance with the authorization or changes thereto.

5.4 **Restrictions**. CE shall notify BA of any restriction on the use or disclosure of Protected Health Information to which CE has agreed in accordance with 45 C.F.R. Section 164.522 or is required to agree under HITECH (and any changes to or termination of such a restriction), to the extent that such restriction may affect BA's use or disclosure of Protected Health Information. Such restrictions include, but are not limited to, a Covered Individual's request not to disclose Protected Health Information for purposes of payment or health care operations where the Protected Health Information relates solely to a health item or service for which the health care provider has been paid in full out-of-pocket by, or on behalf of, the Covered Individual. Upon receipt of such notification, BA shall comply with such a restriction.

5.5 **Agreement Breaches by Business Associate**. If CE obtains knowledge of a pattern of activity or practice of BA that constitutes a material breach or violation of BA's obligations under this Agreement, CE will take reasonable steps to cure such breach or end such violation. If CE cannot successfully cure the breach or end the violation, CE shall terminate the Agreement in accordance with Section 8.2 if feasible.

6. Electronic Security Provisions

6.1 **Introduction.** This section applies where Business Associate, on behalf of Covered Entity, performs or assists in the performance of functions and activities that may involve the creation, maintenance, receipt, or transmission of Electronic Protected Health Information. This Section 6 along with the other sections of the BA Agreement are (1) intended to meet the requirements of the "business associate" provisions of Security Rule,

SAMPLE

and (2) govern the terms and conditions under which the BA may create, maintain, receive, and transmit Electronic Protected Health Information on behalf of CE. In general, BA agrees and intends to act such that (1) CE can fulfill its responsibilities under HIPAA; (2) BA can fulfill its responsibilities under HIPAA; and (3) BA can fulfill its contractual obligations under this Agreement.

6.2 **Obligations of Business Associate.** In accordance with the Security Rule, BA agrees to:

6.2.1 Conduct a security risk assessment (in accordance with 45 C.F.R. Section 164.308(a)(1)(ii)(A)) and adopt and implement policies and procedures designed to ensure compliance with the Security Rule and this Agreement including, but not limited to, identifying security officer and training personnel. This Section 6.2.1 shall be effective as of the compliance date applicable under the final regulations issued under HITECH that address this requirement.

6.2.2 Implement administrative, physical and technical safeguards (including written policies and procedures) that reasonably and appropriately protect the confidentiality, integrity, and availability of the Electronic Protected Health Information that BA creates, maintains, receives, or transmits on behalf of CE.

6.2.3 Enter into a written contract with any agent or Subcontractor to whom BA provides Electronic Protected Health Information that requires such agent or Subcontractor to comply with the same restrictions and conditions that apply under this Section 6 to BA, including, but not limited to, implementing reasonable and appropriate safeguards to protect such information.

6.2.4 Report to CE any Security Incident of which BA becomes aware. BA shall provide such notification on a quarterly basis, unless a prompter notice is otherwise required by this Agreement. With respect to Security Incidents that result from an unsuccessful attempt to access, use, disclose, modify, or destroy Electronic Protected Health Information or interfere with system operations in an information system containing Electronic Protected Health Information, the notification required hereunder need only report the aggregate number of such incidents.

6.2.5 Promptly mitigate, to the extent practicable, any harmful effect of a Security Incident that is known to BA.

6.3 **Obligations of Covered Entity**. CE shall not request or direct BA to create, maintain, receive, or transmit Electronic Protected Health Information in any manner that would not be permissible under the Security Rule.

7. Breach Notification Requirements

7.1 **Breach Notification**. To the extent BA accesses, maintains, retains, modifies, records, stores, destroys, or otherwise holds, uses, or discloses Unsecured Protected Health Information, as set forth in Section 13402(h) of HITECH, BA shall promptly report to CE any Breach of such Unsecured Protected Health Information by it, its subcontractors or agents of which it becomes aware. Prior to notifying CE of the Discovery of a Breach, BA shall take reasonable steps to satisfy itself based upon reasonable diligence that the acquisition, access, use or disclosure of PHI was not unintentional or inadvertent. Notification to CE shall be made without unreasonable delay and in no case later than five (5) business days after the earlier of: (i) the first day on which such Breach is known to BA; or (ii) the first day on which such Breach, by exercising reasonable diligence, would have been known to any person (other than the person committing the Breach) who is an employee, officer or other agent of BA. Notification will be made to the Knox County Privacy Officer. Notification of the Breach may only be delayed if such delay is required by law enforcement purposes as set forth in 45 C.F.R. Section 164.412. If BA has been requested orally or in writing by law enforcement officials that notification of affected individuals may impede a criminal investigation, BA shall inform CE within 24 hours of receiving the request. BA shall exercise reasonable diligence and promptly supplement its report with any additional information as may be obtained by BA. BA, its affiliates, agents and subcontractors shall not provide any notification or information regarding any Breach to any person other than CE, except to the extent such action is: (i) required by law, (ii) required under this Agreement, or (iii) taken pursuant to a prior written consent of Covered Entity. Notwithstanding the foregoing, BA may provide information regarding a Breach to its legal counsel.

7.2 **Content of Report**. Notification to CE of a Breach shall include, at a minimum, the following:

7.2.1 A brief description of what happened, including the date of the incident and the date of the discovery of the incident, if known;

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7.2.2 A description of the types of Unsecured PHI that were involved in the incident (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information) and that were or are reasonably believed by BA to have been impermissibly accessed, acquired, used or disclosed;

7.2.3 A fact-specific and detailed risk assessment of whether the incident poses a significant risk of financial, reputational, or other harm to the individual whose Unsecured PHI has been (or is reasonable believed by BA to have been) acquired, accessed, used or disclosed;

7.2.4 Identification of the Individuals whose Unsecured PHI has been, or is reasonably believed by BA to have been, accessed, acquired, used or disclosed;

7.2.5 Any steps Individuals should take to protect themselves from potential harm resulting from the incident;

7.2.6 A brief description of what BA is doing to investigate the incident, to mitigate harm to Individuals, and to protect against any further incidents; and

7.2.7 Any other information reasonably requested by CE to be included in the report.

7.3 **Documentation and Retention**. BA will document all actions described in this Section 7 and maintain such documentation for at least six years from the date the documentation is created or the date it was last in effect, whichever is later.

7.4 **Reimbursement, Mitigation and Cooperation**. BA will reimburse CE for all reasonable and necessary out-of-pocket costs incurred (including without limitation costs associated with providing required notices) as a result of a Breach by the BA, its affiliates, subcontractors or agents. Business Associate further agrees to cooperate with CE as reasonably requested, to mitigate, to the extent practicable, any harmful effect of such a Breach or other use or disclosure of Protected Health Information in violation of the terms and conditions of this Agreement, and fully cooperate with CE on all matters relating to such incident and associated notifications by CE to Individuals, the media, the Secretary, the Federal Trade Commission, or any other governmental entity.

7.5 **Continuing Duty to Report**. Nothing in this Agreement shall be construed to relieve BA of its existing reporting obligations under the Agreement and BA shall continue to report to CE in the time and in the manner provided for in the Agreement. The occurrence of a Security Incident of a use or disclosure of PHI in a manner that is not provided for in the Agreement shall not discharge BA's obligations under this Agreement to report a Breach unless such reporting fully and completely satisfies all of the Breach reporting requirements of this Agreement.

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8. Term and Termination

8.1 **Term.** The Term of this Agreement will begin and become effective on the Effective Date and shall terminate when all of the Protected Health Information provided by CE to BA, or created or received by BA on behalf of CE is destroyed or returned to CE, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Section 8

8.2 **Termination**. Upon CE's knowledge of a material breach by BA of the terms of this Agreement, CE shall either:

8.2.1 Provide an opportunity for BA to cure the breach or end the violation.
8.2.2 If BA does not cure the breach or end the violation within the time specified by CE, CE shall terminate this Agreement;
8.2.3 If BA has breached a material term of this Agreement and cure is not possible, immediately terminate this Agreement; or
8.2.4 If neither termination nor cure is feasible, CE shall report the violation to the Secretary.

8.3 **Effect of Relationship Termination**.

8.3.1 Except as provided in Section 8.3.2 and/or 8.3.3 of this sub-section, upon termination of the Agreement, for any reason, BA shall return or destroy all Protected Health Information received from or created or received by it on behalf of CE and will certify that such return or destruction has been completed no later than 30 calendar days following the effective date of termination. The certificate of return or destruction should be mailed to Knox County Risk Management, Attn. Privacy Officer, 400 Main Street Suite 345, Knoxville TN 37902. This provision shall apply to Protected Health Information that is in the possession of Business Associate and/or its Subcontractors or agents. BA will not retain any copies of Protected Health Information.

8.3.2 In the event that BA determines that returning or destroying Protected Health Information is infeasible, BA will notify CE in writing, no later than the date required for certification under section 8.3.1, of the conditions that make return or destruction infeasible. Upon mutual agreement of the parties that return or destruction of Protected Health Information is infeasible; BA will extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as BA maintains such Protected Health Information.

8.3.3 Should Covered Entity notify Business Associate that the information necessary to comply with the recordkeeping requirements under other applicable law includes the Protected Health Information, BA shall return or provide to CE such information, including Protected Health Information.

9. General Provisions

9.1 **Regulatory References.** Any reference in this Agreement to a section in HIPAA, HIPAA Regulations, or the HITECH Act means the section as in effect or amended or modified from time to time, including any corresponding provisions of subsequent superseding laws or regulations.

9.2 **Amendment.** The parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for CE and/or BA to comply with the requirements of HIPAA and the HITECH Act, as those statutes and their implementing regulations may be amended from time to time. No amendment to this Agreement shall be effective until reduced to writing and duly signed by the authorized representatives of the parties.

9.3 **Interpretation.** Any ambiguity in this Agreement shall be resolved to permit each party to comply with HIPAA and the HITECH Act, as those statutes and their implementing regulations may be amended from time to time. The provisions of this Agreement shall prevail over any provision of any other agreement between the BA and the CE that may conflict or be inconsistent with any provision in this Agreement.

9.4 **Survival.** The respective rights and obligations of BA under this Agreement shall survive the termination of this Agreement and any related agreement, including a services agreement.

9.5 **Indemnity.** The BA agrees to indemnify, hold harmless, and defend the CE and its officers, directors, employees or agents from any claim, cause of action, liabilities, damages, penalties, fines, costs, expenses or other losses (including attorney's fees) arising out of any use or disclosure of PHI by BA or its agents or subcontractors in breach of this Agreement of in violation of State or Federal Law, including without limitation, HIPAA, the HITECH Act, the Privacy Rule, or the Security Rule.

SAMPLE

9.6 **No Third Party Beneficiaries**. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the parties hereto, any rights, remedies, obligations, or liabilities whatsoever.

9.7 **Disputes**. If any dispute or claim arises between the parties with respect to this Agreement, the parties will make a good faith effort to resolve such matters informally, it being the intention of the parties that they reasonably cooperate with each other in the performance of the mutual obligations under this Agreement.

9.8 **Conformance with Law.** The parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for the parties to comply with the requirements of HIPAA as they apply to each party.

9.9 **Action.** For purposes of this Agreement, whenever action is required by a party to this Agreement, such action must be taken by a person or persons with authority to act on behalf of such party to this Agreement.

9.10 **Severability.** The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

9.11 **Notices.** All notices and communications required by this Agreement shall be in writing and shall be effective upon receipt. Such notices and communications shall be given in one of the following forms: (i) by delivery in person, (ii) by a nationally-recognized, next-day courier service, (iii) by first-class, registered or certified mail, postage prepaid; or (iv) by electronic mail to the address that each party specifies in writing. Neither party shall refuse delivery of any notice hereunder.

9.12 **Nature of Agreement.** Nothing in this Agreement shall be construed to create a partnership, joint venture, or other joint business relationship between the parties or any of their affiliates, or a relationship of employer and employee between the parties. Rather, it is the intention of the parties that their relationship shall be that of independent contractors.

9.13 **Entire Agreement.** This Agreement constitutes the entire agreement between the BA and the CE relating to the matters specified in this Agreement, and supersedes all prior representations or agreements, whether oral or written, with respect to such matters.

9.14 **Counterparts.** This Agreement may be executed in counterparts, each of which so executed shall be construed to be an original, but all of which together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Transmission by facsimile or electronic mail of an executed counterpart of this Agreement shall be deemed to constitute due and sufficient delivery of such counterpart. This Agreement and any amendment or modification may not be denied legal effect or enforceability solely because it is in electronic form, or because an electronic signature or electronic record was used in its formation.

9.15 **Governing Law and Venue.** This Agreement and the rights and obligations of the parties hereunder shall be governed by and construed under the laws of the state of Tennessee. The Chancery Court and/or the Circuit Court of Knox County, Tennessee shall have exclusive and concurrent jurisdiction of any disputes which arise hereunder.

9.16 **Compliance with HIPAA Transaction Standards.** When providing its services and/or products, BA shall comply with all applicable HIPAA standards and requirements (including, without limitation, those specified in 45 CFR Part 162) with respect to the transmission of health information in electronic form in connection with any transaction for which the Secretary has adopted a standard under HIPAA("Covered Transactions"). BA represents and warrants that it is aware of all current HIPAA standards and requirements regarding Covered Transactions, and BA shall comply with any modifications to HIPAA standards and requirements which become effective from time to time. BA agrees that such compliance shall be at its sole cost and expense, which expense shall not be passed on to CE in any form, including, but not limited to, increased fees. BA shall require all of its agents and subcontractors (if any) who assist BA in providing its services and/or products to comply with these terms.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth below.

COVERED ENTITY:

Knox County Government

By: _____

SAMPLE

Print Name: _____

Title: *Knox County Legal* _____

Date: _____

By: _____

Print Name: _____

Title: *Mayor* _____

Date: _____

BUSINESS ASSOCIATE:

By: _____

Print Name: _____

Title: _____

Date: _____

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Designated Persons Appendix

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Workers' Compensation Bill Review/ Utilization Review Services

Proposal Number 3601

RESPONSE TO SCOPE OF SERVICES

Due Date: November 14, 2024

Rising Medical Solutions

[ELECTRONIC COPY]

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Note: *To facilitate the County's fulfillment of document requests in keeping with the Tennessee Open Records Act, Title 10, Chapter 7, Tennessee Code Annotated, content throughout the response deemed confidential, proprietary, and/or trade secret is identified as "Confidential & Proprietary" and is redacted in the separately provided redacted copy of this RFP response.*

TAB 2 - COVER LETTER

November 6, 2024

Jay Garrison, Procurement Coordinator
Knox County Procurement Division, Suite 100
1000 North Central Street
Knoxville, TN 37917

Dear Jay,

We appreciate the opportunity to respond to your *Invitation for Bid for Workers' Compensation Bill Review/Utilization Review Services*. As the current program partner, Rising Medical Solutions (Rising) brings several distinct capabilities to Knox County (the County), including:

- **Proven Partnership:** For the past 10-plus years, Rising has provided best-in-class service delivery and customer support to the County.
- **Proven Results:** Rising delivers industry-leading savings to the County via our robust automated repricing technologies, certified coder and nurse auditor bill reviews, professional negotiations, and PPO network discounts.
- **Proven, Cost-Effective Integration:** As the current partner, Rising has an existing integration with the County's Origami claims system. Such established connectivity allows for continued data exchange and program efficiencies, as well as avoids any internal County resource time and costs associated with a new integration (e.g., IT, project management, and workers' compensation staff resources/costs).
- **Single Platform, End-to-End Managed Care Program:** Our powerful VISION™ system allows Rising to administer the entire spectrum of managed care, back-office, and ancillary services from a single, centralized platform. It enables flexible client customizations, integrated service delivery across products and vendors, one-stop ancillary referrals, and robust performance reporting program-wide.
- **Independent Ownership:** Since our inception over 25 years ago, we have always been privately held and 100% employee owned. This allows us to closely align our financial incentives with those of our customers, unhindered by the need to produce short-term results or venture capital-backed targets.

We look forward to once again demonstrating Rising's unique value throughout your decision-making process. Thank you for this opportunity to continue partnering together.

Sincerely,



Jason Beans, CEO
866.274.7464 / jason.beans@risingms.com
Rising Medical Solutions
325 N LaSalle St, Suite 600
Chicago, IL 60654

TAB III – PROPOSER INFORMATION

Company Name, Address, Knox County Vendor Number, Primary Contact Person, Contact Telephone Number, Contact Email, copy of Knox County Business License (if applicable), State of Tennessee Sales Tax Number (if applicable), Federal Tax Identification Number (EIN), statement as to whether or not you will accept payment via credit card, acknowledgement of addenda.

Company Name
Rising Medical Solutions, LLC

Address
325 North LaSalle Street, Suite 600 / Chicago, Illinois 60654

Knox County Vendor Numbers
Vendor # from County procurement website: 72721
Vendor # used for current County invoices: 108975

Phone Number / Fax Number / Email Address
Phone: 866-274-7464 / Fax: 312-559-8450 / Email: info@risingms.com

Primary Contact Person Information ***(Confidential & Proprietary)***
Michael Harley, Senior Account Executive
Phone: (813) 785-8207
Email: michael.harley@risingms.com

Knox County Business License
N/A

State of Tennessee Sales Tax Number
N/A

Federal Tax Identification Number (EIN)
30-0752433

Will Rising accept payment via credit card?
Yes

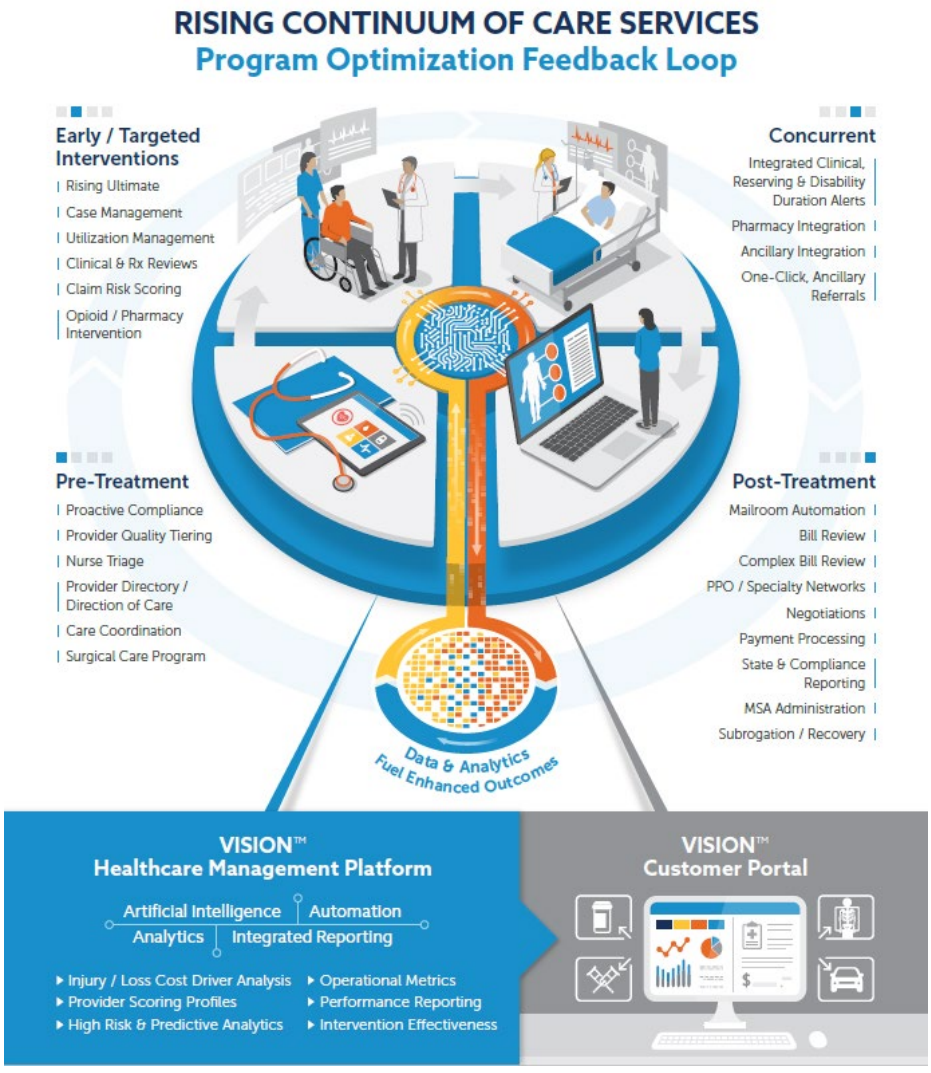
Acknowledgement of Addenda
Rising acknowledges that we have received Addendum I and Addendum II to Request for Proposal #3601 Workers' Compensation Medical Bill Review/Utilization Review Services, both dated November 5, 2024.

TAB IV – QUALIFICATIONS

a. Experience with Bill Review and Utilization Review Services to the workers' compensation industry exceeding the Minimum Qualifications.

Bill Review & Utilization Review Experience

Established in 1999 as a specialty bill review company, Rising first solidified our place in the industry by capturing additional bill review savings for customers only *after* another bill review company had reviewed the bills first. We soon added traditional bill review services to better meet the end-to-end bill review needs of our clients. Since then, Rising has evolved into a full-service managed care company, providing a complete spectrum of cost containment and care management solutions (including utilization review) that go far beyond the repricing of medical bills. Our integrated managed care capabilities (illustrated below) addresses some of the most challenging issues facing insurance and healthcare today, including psychosocial impediments to recovery, excessive utilization, direction to quality care, and adverse prescribing patterns. As shown in the illustration, all of Rising's continuum of care services are built on our industry-leading VISION™ platform, which we have been refining and perfecting since our inception over 25 years ago.



Building on a Proven Partnership

Rising has been serving as the County's medical bill review and utilization review partner since 2014. Having a fully implemented solution today, Rising stands poised to springboard from the strong foundation we've built with the County over the past 10-plus years. With program establishment behind and unlocked potential ahead, the County can realize additional program efficiency, performance, and results by building on our existing partnership. In addition to avoiding a costly and time-consuming implementation, continued partnership retains the progress already made, while further developing the potential of existing and new County program enhancements.

Workers' Compensation Bill Review/Utilization Review Services *(Confidential & Proprietary)*

Rising's primary business focus is providing integrated services for Workers' Compensation claims payers. This represents around 80 to 85% of our business, and is inclusive of medical bill review, utilization review, and other care management services like early intervention, nurse triage/claim scoring, and nurse case management.

Serving as the County's current bill review and utilization review partner, we have demonstrated our ability to comply with all the items listed in the scope of work outlined in Section 4.4 of the County's RFP. Rising and our staff possess the credentials/licensures required by the State of Tennessee for the services we provide to the County, and we meet and/or exceed all the minimum qualifications necessary to provide these services.

b. Experience performing Bill Review and Utilization Review Services to self-insured and/or self-administered public agencies for workers' compensation.

Self-Insured/Self-Administered Public Agency Experience *(Confidential & Proprietary)*

Rising's national footprint represents more than 64% in bill repricing savings countrywide, and billions saved in total claim costs across our offerings. Moreover, a full **35% of Rising's entire book of business is for public-sector/public agency clients**, so we are experts in understanding the unique requirements and injuries of governmental and quasi-governmental entities. For 25+ years, we have provided managed care services to self-insured and self-administered municipalities, counties, states, and schools, as well as risk pools and specialized insurers focused on municipalities/governmental entities. These include Cook County Illinois, Anne Arundel County Maryland, City of Jacksonville Florida, City of Tampa Florida, City and County of Denver Colorado, City of Colorado Springs Colorado, Polk County Iowa, State of Alaska, Minnesota Metropolitan Council, Minnesota Counties Intergovernmental Trust, Rhode Island Interlocal, Alaska Public Entity Insurance, Wisconsin Municipal Insurance Company, Milwaukee County Transit System, Ball State University, and University of Illinois.

Tennessee Experience

Rising has been reviewing Tennessee bills for over 25 years and we are well acquainted with the state's unique bill review and utilization review rules and regulations. In 2024 (year to date), we have delivered a gross savings of 69.2% for Tennessee reviewed charges, which is among the highest savings percentages within all the states in which Rising processes bills nationwide. Additionally, our RFP references include two (2) multi-jurisdictional clients with Tennessee presence, Dollar General Stores and Markel Insurance, to further demonstrate our expertise in the state.

c. Quality of recently performed services including scope and outcomes.

Service Quality *(Confidential & Proprietary)*

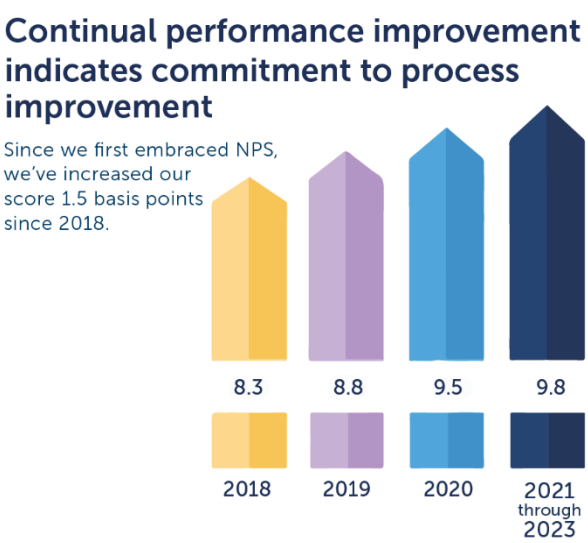
As a best practice, our Quality Assurance (QA) team, comprised of senior auditors/certified coders, assures bill repricing accuracy prior to finalizing Rising's payment recommendations. Our QA team's corrections are tracked both by individual auditor and detailed error type. The data is then reviewed with auditors weekly. Additionally, each month, accuracy performance metrics are compiled to identify trends that may require supplemental training.

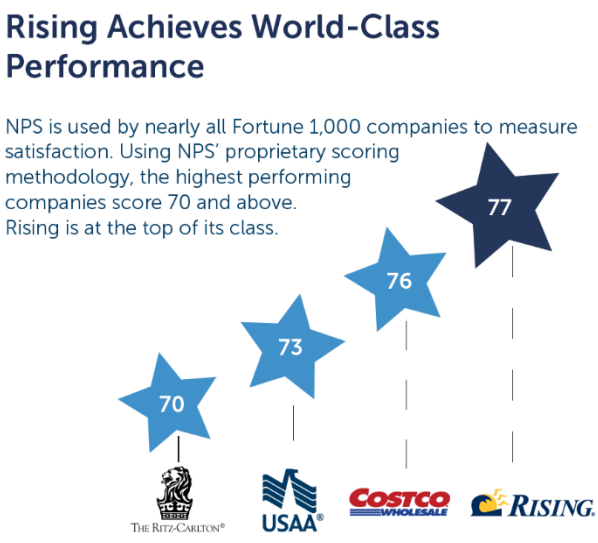
Overall, we believe the ultimate measure of our quality is the financial accuracy of the bill payment recommendations we make to clients. Utilizing our ongoing QA activities, Rising's overall financial accuracy in 2023 was 99.7%. Because these accuracy results are measured *prior to* our QA team's bill corrections and finalization of client payment recommendations, Rising's *actual* error rate is even lower than 0.3% and is exceptionally low compared to the industry.

NPS Customer Satisfaction Measurement – World Class Levels

Another indicator of Rising's service quality is the very high level of customer satisfaction among our clients and exceptionally high customer retention rate. Rising hasn't lost a client for service issues in over five (5) years.

Rising's current Net Promoter Score (NPS) customer satisfaction rating is an average of 9.8 out of 10, reflecting the experience of our customers and their injured employees. Rising also achieves high marks from medical providers, who rate us 4.8 out of 5 in post-call surveys.





We were also recently ranked the "Top Vendor Partner" for **Wegmans Food Markets**, the #4 Best Company to Work for in the US according to Fortune magazine's 2023 list. For **Montana State Fund**, we scored significantly higher on our first customer audit than their prior vendor had ever scored in the life of their relationship. Another of our customers, **Cook County, Illinois**, received a National Association of Counties Achievement Award for the drastic improvements made to their back-office mailroom and payment processing administration upon outsourcing bill review services to Rising (a copy of our case study results for Cook County can be provided upon request). Additionally, Cook County is one of the references provided in item e in Tab IV of this response.

d. Proposed staff's required medical licensure to provide Utilization Review services in compliance with State of Tennessee requirements and direct experience working with Utilization Review.

Required Licensure & UR Process in Tennessee

Rising is licensed by the Department of Insurance and the Department of Workforce Development in the state of Tennessee. One of the requirements of licensure in Tennessee is URAC accreditation. Rising is URAC accredited for Workers' Compensation Utilization Management nationally. Rising has maintained URAC Workers' Compensation Utilization Management accreditation since 2009, and our current reaccreditation is valid through February 1, 2026. Our most recent validation audit resulted in zero deficiencies and full accreditation.

Specifically, with regard to Tennessee UR rules and regulations:

- Rising's TN Utilization Review Certificate is in effect and expires June 29, 2025, at which time it will be renewed.
- All Rising UR nurses are Registered Nurses (RNs).
- Rising nurses do not perform UR and Case Management on the same case.
- Rising performs UR in cases where the medical necessity of a recommended treatment is disputed.
- Rising performs mandatory UR, per State guidelines, for the following treatments:
    - Inpatient hospital admissions
    - Non-emergency ground and air ambulance services
    - When the adjuster cannot approve the treatment
- Pre-admission review is required for inpatient stays; Emergency Room admissions are reviewed retrospectively. Disputed outpatient care can be sent to UR. Physical Therapy and Occupational Therapy must go to UR after 12 visits and Psychiatric visits, after 15. Emergency ambulance transport is reviewed retrospectively while nonemergency transport is reviewed prospectively. Any disputed medical treatment may be reviewed. Scheduled II, III, and IV controlled substances may be reviewed after 90 days.
- County adjusters have four (4) business days to approve the treatment or send to Rising for UR. Rising then has seven (7) business days to make a UR decision and notify all parties of that decision.
- Recommended treatment is modified/denied only by a physician who is of the same or similar specialty and licensed in the state of Tennessee. Modifications/denials are accompanied by a report that gives the reasons for modification/denial and the name and credentials of the UR physician.
- Per state guidelines, modifications/denials are based on the Official Disability Guidelines (ODG) by MCG.
- When recommended treatment is not certified/approved (i.e., the treatment does not meet evidence-based guidelines), determinations are reported back to the injured worker and the physician; either party can appeal the modification/denial.
- For appealing modified/denied treatment, the required denial letter and Form C-35A are utilized. If Rising modifies/denies a physician's recommended treatment, Rising (or a County adjuster) is required to provide the injured worker and the treating physician the denial letter and a pre-filled Form C-35A that can be sent either to the County/Rising for reconsideration or to the Bureau of Workers' Compensation.
- The injured worker, their attorney or treating physician has thirty (30) calendar days from receipt of the denial letter to appeal the UR decision to the Bureau of Workers' Compensation at the address listed on the form.

- If appealed to the Bureau and the necessary medical records are received, the Bureau's Medical Director will make a determination to approve, modify, or deny the treatment. This decision is final for administrative purposes.
- UR decisions are in effect for a period of 6 months from the date of the decision unless there is a material change documented by the treating physician that supports a new review or other pertinent information that was not used by the utilization review organization in making the initial decision. This provision also applies to medication denials or modifications.

e. Proposers must include the attached References document under this Tab. Failure to use the attached Reference Check Form will be considered during the evaluation and may result in the references not being considered.

ATTACHMENT B
REFERENCES
REQUEST FOR PROPOSALS NUMBER 3601
WORKERS' COMPENSATION BILL REVIEW/UTILIZATION REVIEW SERVICES

Vendor: Rising Medical Solutions, LLC

Proposers shall submit a list of three (3) projects of similar size which have been in service during the last three (3) years. Each vendor is responsible for obtaining approval to submit and confirming the contact information provided for each reference. Knox County will not be responsible for gathering additional information for references that are incomplete or incorrect. References checks will be sent via email only. Reference Forms that cannot be delivered with the contact information listed, not returned prior to the deadline listed on the form, or not returned at all will be scored accordingly. Do not use Knox County Government as a reference.

(Confidential & Proprietary)

Name of Firm: Markel

Contact Person: Jaclyn Tiger, Sr. Director, Claims – Workers' Compensation Phone Number: (402) 661-1366

Email Address: jaclyn.tiger@markel.com

Nature of Contract: Primary Contractor - Managed Care Services

Services Provided: Medical Bill Review, Complex Bill Review, Nurse Audit, Provider Negotiations, Provider Networks, California MPN, California State Reporting, Utilization Review, Early Intervention Program, Nurse Triage, Claim Risk Scoring, Telephonic Case Management, Pharmacy Services through Rising's Electronic Bridge w/PBM

Contract start date: 2007 Contract end date: Current client

(Confidential & Proprietary)

Name of Firm: Dollar General

Contact Person: Cheryl Lutts, Risk Administration Manager Phone Number: (615) 855-5123

Email Address: clutts@dollargeneral.com

Nature of Contract: Primary Contractor – Managed Care Services

Services Provided: Medical Bill Review, Complex Bill Review, Nurse Audit, Provider Negotiations, Provider Networks

Contract start date: 2011 Contract end date: Current client

(Confidential & Proprietary)

Name of Firm: Cook County, Illinois

Contact Person: Deanna Zalas, Risk Management Director Phone Number: (312) 603-6426

Email Address: deanna.zalas@cookcountyil.gov

Nature of Contract: Primary Contractor – Managed Care Services

Services Provided: Mailroom, Medical Bill Review, Complex Bill Review, Nurse Audit, Provider Negotiations, Provider Networks, Payment Processing, Utilization Review, Telephonic Case Management, Pharmacy Services through Rising's Electronic Bridge w/PBM. *Rising also manages these additional programs for the County*: Recorded Statements, Surveillance, Field Case Management, IMEs, Physical Therapy, Diagnostics, DME, Transportation, Vocational Rehab, Structured Settlements

Contract start date: January 2020 Contract end date: Current client

Note: Both Dollar General and Cook County use Origami as their claims system. Both Markel and Cook County use Rising for both medical bill review and utilization services. Both Markel and Dollar General process claims in Tennessee.

TAB V – APPROACH AND METHODOLOGY

a. Understanding of the services to be provided, the tasks to be performed and the deliverables and outcomes desired by the County.

Services to be Provided by Rising

As noted, Rising has been the County's bill review and utilization partner for over 10 years. During that time, we have gained a deep understanding of all the services to be provided, tasks to be performed and the deliverables and outcomes desired. Specifically, we currently provide all the items outlined in RFP section 4.4 (Scope of Services) as listed below:

4.41 Medical Bill Review and Repricing Services Mostly the same. Last time scanning/indexing bills.

a. Receive all medical bills and records in digital format via SFTP server on a daily basis.

b. Deliver all adjudicated and/or repriced bills including data and .pdf files via data bridge with Knox County's claims software, Origami Risk, for accessing, processing and storing.

c. Indexing of all medical bills and reports.

d. Requesting needed documents for incomplete bills from providers.

e. Verifying all billing CPT codes comply with actual treatment provided.

f. Identifying treatment that is not appropriate under the AMA guidelines.

g. Monitoring and identifying duplicate bills. Sending those previously reviewed bill(s) to providers along with EOR marked duplicate. Send zero payment EOR to provider and provide justification for zero payment.

h. Repricing of bills in accordance with State fee schedule and/or PPO contracts.

i. Repricing of bills pursuant to amounts agreed by contract between Knox County and certain medical providers.

j. Completing the review process for all medical providers' bills within 5 working days of contractor's receipt of bills; and for all hospital bills within 10 working days of contractor's receipt of bills.

k. Reviewing appeals of medical bills from providers and making recommendations to Knox County.

l. Assisting with testimony and/or other professional services on all medical bill issues on litigated cases including justification of payment and payment amount, up-coding or down-coding and any other required services related to this contract and requested by Knox County.

m. Providing on a per claim basis all scanned documents in PDF format only including medical bills and reports to Knox County.

4.42 Utilization Review Services for medical necessity, appropriateness and duration for any medical treatment, including but not limited to:

a. Pre-authorization to verify the medical necessity, appropriateness and duration of all prescribed treatments upon request by Knox County.

b. Retrospective review of medical treatment not previously reviewed.

c. All utilization review is subject to industry standard evidence-based guidelines used pursuant Tennessee workers' compensation law.

d. Utilization Review Services must be performed and completed within the time limits and in the manner as set forth under Tennessee Comp. R. & Regs. 0800-02-06 and Tenn. Code Ann. §§ 50-6-101 et seq.

e. Proposed staff's required medical licensure to provide Utilization Review services in compliance with State of Tennessee requirements and direct experience working with Utilization Review.

4.43 Reporting. Submit to the Knox County Law Director- Workers Compensation Division periodic electronic reports (on a monthly, quarterly or other agreed upon basis) that shall include, but not be limited to, the following information:

a. Reports for Bill Review

1.The Contractor shall submit an electronically *comprehensive* ***Monthly Net Savings Report*** within thirty (30) days of each month end to the Risk Management Department. ***Stated report shall include the following reporting categories:***

I. Total dollar amount of bills submitted for audit.
II. Bill review reductions.
III. PPO reductions.
IV. Recommended allowance.
V. Gross savings.
VI. Gross percentage of savings
VII. Total monthly fee for service.
VIII. Overall net savings.
IX. Net percentage of savings.

b. Reports for Utilization Review (all monthly)

1. UR Savings
2. UR Follow-up Savings
3. Peer Review Savings
4. Peer Review Follow-up Savings
5. UR Summary Report
6. Sample copies of all notices and/or communications made during Utilization Review process and sample peer review report.

4.4.4 Administrative Services. Contractor shall also do the following:

a. Interface with Knox County's workers compensation claims management software, Origami Risk, LLC, to transmit electronic data including pertinent claims data, bill and payment information, and bill imaging on a daily basis.

b. Provide an electronic billing portal and/or solution to permit Knox County's compliance with e-billing portal or other resources pursuant to Tennessee Rules and Regulations 0800-2-26.



c. Provide all necessary services needed to coordinate, oversee, and communicate with all medical providers, County employees, their legal representatives and staff of the Knox County Law Director-Workers Compensation Division.

d. Provide periodic training for the Knox County Law Director- Workers Compensation Division staff, as needed, including but not limited to, how to interface with the Contractor's bill review software, utilization review legal requirements, and other programmatic updates/changes. The training will be conducted at the request of the Workers' Compensation Division to be held on-site at the Knox County Law Director-Workers Compensation Division at no cost. A minimum of 10 hours of training is to be provided per calendar year.

e. Interface with the County's Claims' Software, Origami Risk, application for payment processing.

f. Provide all communication materials as above specified for services in 4a.

g. Respond to and resolve conflicts with or complaints from medical providers concerning bill review and utilization review recommendations in an expeditious and satisfactory manner. Respond to appeals of bill review decisions within 20 working days of notice of appeal. Respond to Utilization Review appeals within the time periods set forth under Tennessee law. Contractor shall also assist Knox County in any litigation arising from its bill review and utilization review recommendations, including testifying before the Tennessee Department of Labor and Workforce Development Administrative Review process or in Court when requested by the County or County Attorney.

h. Notify County within 24 hours when Contractor's backlog of Bill Review will result in processing times longer than the required 5 working days. Notify County within 24 hours if UR conducted in excess of 3days, the amount of penalty that must be paid and the reason for delay and resulting penalty.

i. Transmit all digital bills and associated medical reports on a monthly basis.

j. Reimburse County for any/all penalties for which the County may be found liable as a result of the Contractor's failure to comply with regulatory timeframes as covered under Tennessee law, if any, relating to penalties associated with Contractor's failure to perform any bill review or reporting function timely.

k. Provide Knox County Law Director- Workers Compensation Division staff daily electronic access to all Bill Review and Utilization Review databases to review status of recommendations (EOB's), associated medical reports and approval or denial of recommendations including payment of provider bills and UR billing.

b. Clarity of staff roles and responsibilities.

Staff Roles & Responsibilities *(Confidential & Proprietary)*

Rising will continue to serve the County out of our two most experienced bill review/utilization review locations —our Chicago, IL headquarters and our Milwaukee, WI office. These two offices operate cohesively and will deliver the County's program as a single unit.

Rising provides a dedicated point of contact for all daily customer service matters who is available Monday through Friday, 8:30 AM to 7:00 PM (Eastern Time) to address any issues/questions. Specifically,

the County's assigned Customer Success Team Lead, Jennifer Liesch, provides day-to-day assistance, and acts as both advocate and liaison in issue investigation and resolution. Customer Success Associate, Shannon Wilding provides backup support to Jennifer. The County can contact Jennifer or Shannon and the rest of the Customer Success Team via a toll-free telephone number, the VISION™ portal, or by email. All issues are recorded, assigned a case number, and tracked via our Issue Tracking System further described in item c in our Tab V response.

More complex issues are escalated to the County's experienced Account Manager, Claire Ovens and/or Senior Account Executive, Michael Harley. From a strategic standpoint, Claire and Michael provide the County with ongoing guidance, education, support, program review, and service enhancement collaborations.

Overall, the County's operations and ongoing account support structure and roles and responsibilities are tiered as follows:

Program Delivery / Operations Support	
Role	**Responsibilities**
Chief Operating Officer	Provides leadership oversight for all Rising bill review and utilization review operations.
Vice President, Care Management (DNP, APRN)	Leads Rising's utilization review and nurse case management service teams.
Director of Specialty/ Complex Bill Review	Responsible for those auditing large, complex bills (typically $2,500 or greater).
Senior Operations Manager	Provides daily direction to several medical bill auditing teams.
Bill Review Team Lead	Provides day-to-day support and supervision of medical bill auditors as well as performing bill review auditing.
Medical Bill Auditors	Provides core bill auditing functions. Have undergone extensive onboarding and training.
Complex Bill Auditors	Handles auditing of more complex medical bills (typically bills over $2,500). CPC certification (or equivalent experience/certification) required.
Nurse Auditors (RN)	Reviews complex medical bills and medical records. LPN or RN license required. CPC certification (or equivalent experience/certification) required.
Professional Negotiators	Works directly with providers to obtain signoffs on medical bill price reductions. Advanced college degree preferred.
Quality Assurance Auditors	Audits the work of medical bill auditors and provides training to auditors on identified issues. CPC certification required within two years.
Provider Relations Specialists	Performs medical bill re-evaluation (reconsideration) reviews, working directly with providers as needed. CPC certification (or equivalent experience/certification) required.
Technical Manager (RN, CCM)	Provides daily leadership/supervision of Rising's UR team. Including initial onboarding and ongoing training & development.



UR Nurses	Performs utilization reviews using evidence-based guidelines. Sends files to peer reviewer if unable to make a determination.
UR Pre-Clinical Coordinators	Assists UR nurses with file preparation, including requesting additional information (e.g., medical records) from providers as required.

Account Support	
Role	**Responsibilities**
Vice President, Client and Network Services	Provides oversight of all customer partnerships; has program strategy interfaces with the County's Account Team and management.
County's Designated Account Manager	Provides ongoing strategic guidance, education, client support, program reviews, and service enhancement collaboration. Leads recurring client meetings and overall program optimization.
County's Designated Sr. Account Executive	Acts as the escalation resource for more complex client issues and provides support to the County's designated Account Manager.
EPIC Support Center Manager (Customer Success + Provider Support Teams)	Provides oversight of all Customer Success and Provider Support services and staff. Works closely with Account Management and Operations, tracks and reports metrics to leadership.
County's Designated Customer Success Team Lead, EPIC Support Center	Leads all day-to-day customer support for County claims staff. All County inquiries are assigned to this Team Lead who will provide both tactical support, as well as queue management when additional support is needed.
Customer Success Team, EPIC Support Center	Provides the County's Customer Success Team Lead with additional back-up support as needed.
Provider Support Team, EPIC Support Center	Responds to/resolves all bill review-related provider inquiries. Answers questions regarding bill reductions, payment, compensability, and the reconsiderations process.
Legal & Compliance Team	Monitors and reports on regulatory environment and governmental affairs, publishes quarterly compliance newsletters, and performs employee and customer regulatory training as needed.
Technical Support Lead / IT Systems Support	Leads day-to-day technical support. Acts as liaison to Rising's IT team for more complex issues.

c. Ability to effectively implement systems, manage workflow, analyze and problem solve issues, communicate on multiple levels including interpersonal, oral, and written; and with people of diverse background, abilities and expectations.

Ability to Effectively Implement Systems

As the County's current bill review partner, Rising is already fully integrated with all systems, including Origami; therefore, no lengthy initial implementation will be required. Still, there may be a need to

implement some new features/enhancement should the County determine to make additions or adjustments to its existing program (e.g., mailroom, payment processing, etc.).

Please see **Appendix 1: Implementation Process Overview and Sample Plan** for a more detailed description of Rising's full implementation process, including a sample implementation plan. Implementation of new program features/enhancements will follow much the same project management process as outlined in the attachment, though the scale will be smaller and quicker than what would be required for a full new program implementation.

Ability to Effectively Manage Workflow *(Confidential & Proprietary)*

Rising provides an end-to-end bill review workflow – from mailroom to bill audits to provider payments – that we have developed and refined over our 25-plus years. Among our best practices are those incorporated into the following 12-step workflow which is used to review all medical and hospital bills.

Step 1. Bill Intake / Mailroom

The first step in the bill review process is bill intake. Rising is able to ingest bill documents and data through a variety of different channels, whether electronically (e.g., e-Bills, consuming bill images/data from a client system feed) or paper based (e.g., performing mailroom services on behalf of our clients). No matter the method of intake, all bill documents are consumed and tagged as to form type (e.g., medical bills, non-medical bills, medical records) during this step.

Step 2. Data Capture & Claim Indexing

After bill intake, data capture is then performed which includes retrieving all data from the bill image and matching to our various databases, including our provider file. Accurate data capture is important for:

- Electronic integration
- Reporting
- Reducing re-evaluations
- Correct claim indexing

Rising's process is highly table-driven, which limits the amount of new data that must be captured during data entry. For example, capturing the claim number will pull in:

- All claim information
- All patient information
- All account information
- All employer information
- All policy information
- All adjuster information

Additionally, Rising has integrated many external data tables to increase our data integrity and accuracy. For example, we validate: all addresses against USPS data standards, tax identification numbers against IRS data tables, and license and sanction information against publicly available data sources. We also validate the National Provider ID and pull in all related data upon creation of a provider record.

Overall, Rising has developed a proprietary data structure to help solve common data integrity issues within systems. We store raw data from the bill data fields which we can use to match to our reference tables. We also store a master and alias name(s) for providers and patients, preventing duplicate entries. Finally, we have separated the legal entity from individual vendor/provider records, allowing us to link multiple locations or providers to a single legal entity, and to track providers across various legal entities.

Step 3. Duplicate Detection

An analysis of our data indicates 8 to 10% of all client transactions are duplicate provider submissions. Therefore, Rising has developed one of the industry's most comprehensive and accurate duplicate detection systems, with a detection rate of over 99.9%. We use highly effective tolerances, for both full and partial duplicates, and apply automated software capabilities to identify potential duplicates using multiple data points, including claim IDs, patient IDs, provider TINs, dates of service, procedure/



NDC/HCPCS codes, modifier codes, admit/discharge dates, and charges. We scrutinize potential duplicates both at the bill and line level, and issue appropriate denials for charges submitted more than once.

Step 4. Straight-Through-Processing

The flexibility provided by our bill review system is one of its greatest assets, allowing Rising to write client-specific system rules for auto-approval, auto-denial, pend-for-approval, etc. This straight-through-processing (STP) streamlines and reduces adjuster reviews. Determination of client-specific automation rules has already taken place for the County, though additional rules can be written as necessary.

Step 5. Adjuster Approval

Next, the electronic bill transactions and digitized bill images and attachments will be presented to adjusters through Rising's web-based portal, VISION™. Rising's web portal utilizes a "one-touch" best practice workflow – meaning adjusters only need to assess bills once – to enhance user efficiencies and decrease turnaround time. The portal has a user-friendly interface and is fully integrated with our bill review application so adjusters can:

- Review submitted bills and medical records
- See preliminary fee schedule allowable information (which may impact the adjuster's approval, as well as assist them in more accurately and expediently setting reserves)
- Approve, deny, and flag transactions (at both the bill and line level)
- Add special instructions for bill processing

Step 6. Rules Application & Bill Routing

All bills are adjudicated through Rising's bill review application. The application allows Rising to establish predefined criteria (rule sets) for the flagging/identification of particular bill types. This flagging allows Rising to follow predefined processing criteria for client-specific rule sets which, if desired, can include flagging particular bills for personnel to perform an advanced review. Among the different types of automated rules that can "fire" when processing bills are:

- State Fee Schedule Rules
- Usual, Customary & Reasonable Rules
- Rules Based on Standard Rules/ Guidelines Databases (e.g., AMA CPT, NCCI edits, NDC, HCPCS)
- Knowledgebase Rules
- Custom Bill Review Rules
- Bill Routing Rules
- Level of Service Rules
- Unbundling Rules
- ICD-10 to CPT Rules
- Fraud and Abuse Rules
- Utilization/Case Management Rules
- Client-Specific Rules

Rules relating to diagnosis and CPT codes can trigger various automatic denials or pend bills for an auditor's review. For example, CPT 55250 (vasectomy) can be denied automatically as it would be unlikely that this code could be associated with a work-related injury.

Additionally, Rising has cross-walked all ICD-10s to potential body parts and nature of injury codes. If the body part/nature of injury code is sent to Rising within the claim feed, any unrelated ICD-10s on a bill will be flagged in our system. Any service without an ICD-10 related to the compensable body part or nature of injury code will be denied. Additionally, as a secondary control, should the body part/nature of injury not be assigned to the claim, Rising has mapped all ICD-10s that cannot be related to workers' compensation and will deny any unrelated treatment.



Step 7. Triage, Audits, & Specialty Bill (Complex) Reviews

Rising then "triages" the bills to ensure they are assigned to the appropriate personnel. Based on bill size, complexity, jurisdiction, flags that have fired, and other criteria, bills are routed to a pre-assigned bill auditor, complex bill auditor, and/or nurse auditor.

Each bill is reviewed to ensure proper coding, rules application, and provider data, as well as to identify potential provider fraud/billing abuse. During the audit process, among other functions, our auditors will:

- Review results from application of automated rules and coding edits
- Review any client-specific claim or bill notes
- Review medical/legal evaluation reports
- Review authorization status of services
- Determine relatedness and appropriateness of procedures based on claim-specific parameters
- Apply any additional appropriate and/or complex coding and billing edits (e.g., NCCI edits, multiple procedures, assistant surgeons, bundling issues, etc.) along with supporting documentation
- Apply specialty facility rules
- Apply out-of-state provider rules, if applicable
- Determine appropriate application of Medicare APC, per diems or DRGs, and stop-loss threshold rules
- Apply implant reductions involving complex repricing formulas
- Apply non-automated complex provider discounts

In addition, based upon jurisdictional, dollar, and alert thresholds, certain bills are forwarded to Rising's Complex Bill Review Team which is comprised of both nurse auditors and senior bill auditors (certified coders) specially trained in medical bill and medical record analysis. They conduct deeper coding, clinical, and compensability/relatedness audits to ensure the reimbursement determined takes full advantage of savings available.

Step 8. Provider Rate / Discount Application

A critical component of Rising's bill review/provider cost savings approach is to apply contract rates only to the appropriate allowable amount. That's why we conduct provider rate application *after* our fee schedule/UCR, coding, and clinical audits. It ensures that bills are final, accurate, and touched only once for contract rate application, speeding up turnaround time.

The example below demonstrates the significant financial implications resulting from applying provider rate application either before or after the bill review process.

***Example:* $110,000 Hospital Bill with DRG Code 481 – Exposed Fractured Femur**

Provider Rate Application First

- Fee Schedule allowable for DRG 481 is $100k
- Contract rate applied for $20k savings
- **Total Allowance = $80k**
- **Contract Rate Savings = 20%**
- **Total Savings = 27%**

Fee Schedule/UCR Application & Bill Review First

- Medical record review determined injury was a fractured femur with no bone exposure
- New DRG code 482 applied
- FS allowable for DRG 482 is $40k
- Contract rate applied for $5k savings
- **Total Allowance = $35k**
- **Contract Rate Savings = 12.5%***
- **Total Savings = 68%**

**Although the percentage of PPO savings is lower when applied after in-depth bill review, Rising's total savings is greater.*

Rising also has the ability to reprice ancillary bills during this step (e.g., pharmacy, DME, diagnostic imaging, physical therapy, etc.).

Step 9. Provider Negotiations

There are many factors we take into consideration when determining if a bill qualifies for negotiation. This varies from high charge amounts, bill complexity, services billed, and the provider's network status to the experience we've had with a specific facility or provider on previous transactions. Our end goal is to negotiate fair and final reimbursement amounts for services rendered, including provider sign-off/ confirmation on every case to alleviate dispute concerns.

Our negotiators leverage various proprietary repricing databases, medical knowledge, past payment history, and provider relationships to obtain the maximum discount.

Step 10. Final Quality Assurance

After the auditing and PPO processes, all large bills are forwarded to a quality assurance analyst and/or senior staff for final approval. Additionally, random smaller bills and other targeted bills (depending on the auditor's experience and historical accuracy) will be flagged for final QA.

Step 11. EOR Distribution & Optional Payment Processing

At this stage we generate and distribute EOR/EOB documents, along with Provider Payments for those clients who choose to outsource this function.

Rising supports a number of EOR/EOB distribution options that are dictated by client preference and/or state regulatory requirements. We can provide EOR/EOB images, data, or both, to clients for their system records. We also mail EORs/EOBs and payments directly to providers, as well as deliver them electronically accompanying electronic payments.

Step 12. Processing Reconsiderations, including Balancing Savings & Frictional Costs

Finally, after completing the prior 11 bill review steps in our workflow, a small percentage of bills are returned to Rising for a reconsideration/re-evaluation. The balance between maximizing savings and minimizing frictional costs to the claim is an art that determines a great bill review partner. It is easy to eliminate frictional costs by not maximizing savings. Conversely, it is easy to exclusively focus on maximizing bill savings, but the ongoing dispute and/or legal costs can delay file closures, create friction with the provider and/or patient, reduce access to care, and increase overall costs in the long run.

Taking a more balanced approach, Rising works with our clients to look at the holistic impact on the claim. Rising's philosophy is "Fair Payment for Appropriate Services." We metric our services and will see if re-evaluations are too high (too aggressive) or too low (not being aggressive enough) for a client. We normally target a 3-7% re-evaluation request range to ensure the proper balance based on client preference.

Rising's **reconsideration rate includes when additional required information is sent in by the provider**, which accounts for approximately 50% of our reconsideration rate. So, while additional payments may be needed, it is not necessarily due to an error, but rather not having all the information to process the bill when it was originally received.

For Knox County specifically, Rising completed 269 reconsiderations in 2023 (6.4% of all bills processed), though the reconsideration rate with an additional allowance was only 2.7%. So far in 2024, 62 reconsiderations have been completed (1.6%) and the reconsideration rate with an additional allowance is only 1.0%. If the County feels this rate is too high (or too low), we will work with you to determine the level of reconsiderations you are comfortable with and make adjustments accordingly (i.e., less aggressive or more aggressive).



Overall, all reconsiderations are tracked and coded with a reason for submission which allows Rising to identify any trends in the data. Through this continuous monitoring we can take steps to minimize any trends that may indicate a potential issue.

As a part of our ongoing Stewardship Program, Rising can provide the County with a reconsideration report listing all reconsiderations that resulted in an additional allowance being paid. We will then work with the County to develop any strategies for adjusting the reconsideration rate based on the reporting data.

Ability to Effectively Analyze & Problem Solve Issues *(Confidential & Proprietary)*

As previously noted, Rising's EPIC Support Center is available for the County to contact from 8:30am to 7:00pm ET, Monday through Friday, via a toll-free telephone number, the VISION™ portal, or by email.

Rising utilizes an Issue Tracking System (ITS) that allows us to manage, track, and prioritize all customer inquiries/issues. Once a customer contacts the Customer Success Team with an issue—including a technical issue—it is assigned a case number that allows Rising to log and track the issue, along with all related activities, throughout its lifecycle.

On average, our Customer Success Team reviews issues in less than one business hour (42 minutes). Once reviewed, issue acknowledgement is provided to the customer, and it is prioritized based on urgency and impact as follows:

Impact/Urgency Description & Estimated Resolution Time

- **Critical:** stopping and/or preventing normal business operations (≤ 4 business hours**)**
- **Significant:** interruption in business operations; alternative solutions may be available until resolved (≤ 8 business hours)
- **Normal:** standard bill review request (≤ 24 business hours)
- **Low:** general question or request (≤40 business hours)

As a vital component of our Issue Tracking System, Rising has developed a proprietary customer support process to ensure timely and comprehensive responses to client issues. Through our RE-5 process, Rising focuses on five primary responsibilities:

- **Record:** We ensure all issues and client requests are recorded with an e-ticket for tracking and trending purposes. This is a critical part of our process.
- **React:** This process involves resolving issues quickly. Our top priority is to address the issue reported. Internal SLAs are applied according to the severity of the issue. Tracking time to resolution is a major factor in our service, as well as internal training and performance expectations.
- **Respond:** This process involves proactive customer communication. Our Issue Tracking System allows Rising's Customer Success Team to easily monitor progress, so they can effectively communicate status updates throughout the resolution process to its conclusion.
- **Research:** Like Rising's tagline, we investigate if there is "A Better Way." Even if an issue is fixed, can it occur again? How often does it occur? What is the root cause? What steps does Rising need to take to mitigate or eliminate the issue?
- **Resolve:** After we research how processes may be improved, we create a plan and execute a final resolution.

Using our RE-5 process, Customer Success works closely with the appropriate Rising team members to answer questions and assist with identifying root cause as it may apply. More complex system and compliance issues will be escalated to the County's Account Manager. Additionally, Rising's executive



leadership meets daily to ensure full visibility enterprise-wide and to enhance research and resolution speeds; here the VP of Client Services may escalate issues if necessary.

Rising tracks and quantifies all issues to identify trends and areas of improvement, some of which will become projects issued by our Quality Management Committee. Such trend information enables Rising to provide appropriate employee training, remedy workflow/system issues, and alert parties to industry developments. Additionally, this tracking ensures Rising is meeting internal and external SLA metrics and can provide customers with scorecard results on a periodic basis and as part of Stewardship meetings.

Provider Support, Rising's dedicated team that delivers telephonic and email support to providers, follows similar issue tracking, prioritization, escalation procedures, and improvement processes as our Customer Success Team.

Ability to Effectively Communicate on Multiple Levels Including Interpersonal, Oral & Written *(Confidential & Proprietary)*

Rising actively manages program quality and performance through the County's designated Account Manager, Claire Ovens, Senior Account Executive, Michael Harley, and designated Customer Service Leads, Jennifer Liesch (primary) and Shannon Wilding (secondary for backup coverage).

In terms of specific performance results for our EPIC Support Center, metrics are provided for the past 60 days for Rising's book of business:

- Customer Success Team =3,530 cases (primarily email)
  - Average Case Resolution = 1.73 business days
- Provider Support Team =2,955 cases (primarily phone)
  - Average Case Resolution = 2.48 business days
- Phone Metrics for All Calls to Both Teams
  - Speed to Answer (Average Wait Time Before Accepted Call): 9 seconds
  - Accepted/Answered within 30 seconds: 100% of calls
  - Average Handle Time: 3 minutes, 43 seconds
  - Abandon Rate: 3.6%
  - Average Abandoned Time: Never longer than 20 seconds and almost exclusively less than 5 seconds

Ultimately, the strength of Rising's relationship with customers and medical providers is evidenced by our overall satisfaction scores. As noted in our response to item c in Tab IV, Rising's current Net Promoter Score (NPS) customer satisfaction rating is an average of 9.8 out of 10, which reflects an NPS composite score that is as high or higher than numerous Fortune 500 companies known for their customer-centric approaches (e.g., the Ritz-Carlton, USAA). Rising also achieves high marks from medical providers, who rate us 4.8 out of 5 in post-call surveys.

Ability to Effectively Communicate with People of Diverse Background, Abilities & Expectations *(Confidential & Proprietary)*

Being able to communicate with people of diverse backgrounds, abilities and expectations begins with a strong commitment to diversity itself.

Demonstrated Commitment to Diversity

Rising supports diversity and inclusion initiatives in many ways. Organically, diversity and inclusion are woven into our core values and company culture. In addition to championing racial and gender diversity, all Rising employees complete the Clifton Strengthsfinder 2.0 assessment from the Gallup organization to ensure every team has a diverse array of strengths and talents.



Additionally, all Rising employees are required to complete unconscious bias training, as well as at least 24 hours of training per year, including numerous diversity and inclusion courses available within our internal Learning Management System, Rising U. Some of the Rising U course titles include Embracing the Power of Diversity & Inclusion; Great Leaders Must Be Inclusive; and Your Role in Workplace Diversity. Some of the Rising U video titles include Diversity & Inclusion is Hard; Embedding Diversity & Inclusion in Daily Operations; Leading Consciously with Inclusion; and Removing Systemic Bias from Organizational Culture.

During employee onboarding, we ensure that all EPIC Support Center team members are equipped with the necessary skills and training to continuously provide world-class customer service to the diverse customer and provider communities that we serve. As we have the opportunity to communicate with a variety of customers and providers on a daily basis, this training is vital and helps set us apart from our competitors. For many of our EPIC Support Center team members, English is their first language, however, we do have multilingual resources available for non-English speaking callers as needed.

Workplace/Leadership Diversity

Rising has intentionally developed and maintained a very diverse workforce. This diversity is reflected among our leadership team (positions of manager and above), of which 25% are white/male and 75% are female and/or minority employees. Additionally, though Rising is not certified as an MBE/WBE, Rising is 36.7% woman and minority owned.

We comply with all applicable federal, state, and municipal laws concerning equal employment opportunity/affirmative action and the prohibition of discrimination.

Commitment to Emerging and Diverse Business Partners

As a best practice, Rising partners with Emerging and Diverse-owned Suppliers whenever feasible. We have actively engaged (and will continue to seek out) the services of the following designations:

- Minority Business Enterprises (MBE)
- Women Business Enterprises (WBE)
- Emerging Business Enterprises (EBE)
- Veteran-Owned Businesses (VOB)
- Disabled-Owned Business Enterprises (DOBE)
- Service-Disabled Veteran Businesses Enterprises (SDVBE)
- Small Business Enterprises (SBE)
- Small Disadvantaged Business Enterprises (SDBE)

Some of our clients require that a certain percentage of the business be awarded to diverse-owned suppliers. Others strongly encourage it. We have found that the majority of Diverse-owned Suppliers we work with are extremely service-oriented, providing a diversity of thought and perspective, in addition to whatever designation they represent.

d. Ability to demonstrate time and resource commitment to perform the necessary work and provide the necessary services efficiently, effectively and within the guidelines required by the State of Tennessee.

Time & Resource Commitment

Rising has the resource capacity to continue efficiently and effectively handling the County's annual bill review and utilization review volume within all state-mandated requirements.

Compliance with Tennessee State Guidelines *(Confidential & Proprietary)*

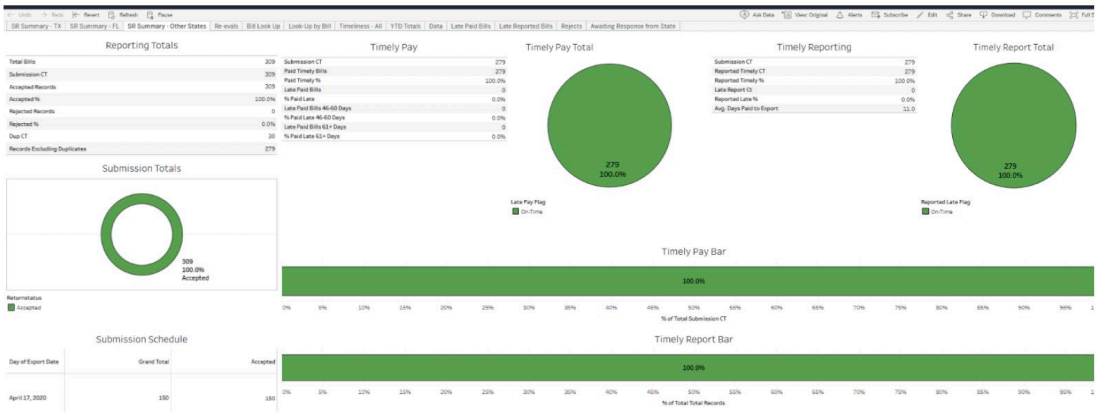
As the County's current partner for the proposed solutions, Rising is well acquainted with the guidelines required by the State of Tennessee for both medical bill review and utilization review. For the County's



utilization review protocols, Rising follows the State guidelines, as previously detailed in response to Item d in Tab IV: Qualifications. For the County's medical bill review protocols, Rising follows Tennessee State guidelines, including:

- In Tennessee, pursuant to rule 0800-02-26, medical services for workers' compensation claims provided on or after July 1, 2018, are subject to electronic medical billing with limited exceptions. Through Rising, and our partnership with contracted clearinghouse vendors, we are fully capable of processing electronic billing for our customers with a Tennessee footprint. For customers utilizing Rising's Payment Processing services – which Rising is ready and able to implement for the County if desired – electronic bill payment is a seamless process, meeting full requirements with state regulations.
- Tennessee Rule 0800-02-17.10 and 0800-02-25.06 require timely payment of both paper and electronic bills within 30 calendar days receipt. Rising strongly shares our customers' desire to avoid state penalties related to timely payments and we have developed several automated tools designed to do so. Specifically, Rising tracks state-specific turnaround time requirements on all reportable data through our internal "Timely Reporting/Timely Pay" data site (as shown below) in order to prioritize workloads. This data site automatically calculates the due date of bills based on jurisdictional requirements. As such, all due date alerts, dashboards, and views in VISION™ – for both customers and internal Rising users – are linked to this data site. Through such detailed tracking, we mitigate risk caused by Rising or client delays that could trigger a potential fine.

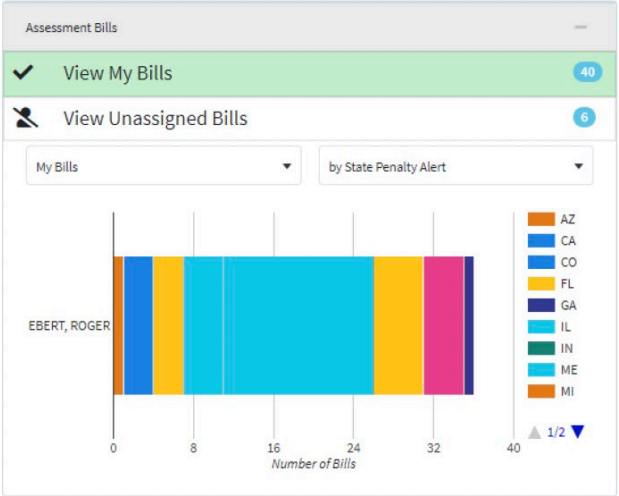
Internal Timely Reporting/Timely Pay Data Site



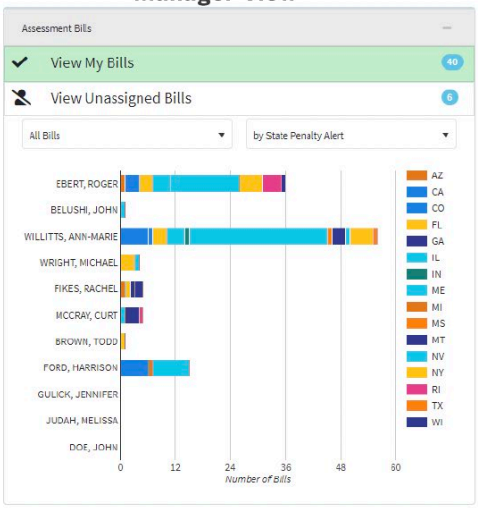
For clients specifically, adjusters have access to a "State Penalty Alert/Ready for Payment" dashboard in the VISION™ portal. Bills appear on the "State Penalty Alert" dashboard when they are within 10 days of a timely pay due date. Specifically, this dashboard indicates bills for which a payment confirmation record has not yet been received by Rising's VISION™ system from the client's claims system. Overall, this dashboard (illustrated on the following page) and our internal Timely Pay data site help Rising and customers manage timely pay/state reporting requirements and/or internal metrics for timely provider payments.

State Penalty Alert/Ready for Payment Dashboard

Adjuster View



Manager View



- Rising is also available to support the County's clinical direction efforts by providing provider panels compliant with Tennessee's Worker's Compensation Medical Panels Rule 0800-02-01-06, which requires a panel of physicians be provided to injured workers, on the prescribed form C-42 panel card. Rising customers have access to create compliant C-42 panels through our online Compass Provider lookup tool where users can view PPO network providers and after making the appropriate selections, save and print out the completed panel card.

e. Bidders shall offer a sample report(s), encompassing the nine (9) categories listed in Section 4.4.3.a.1, with their response/bid. **This is a mandatory requirement.**

Sample Reports *(Confidential & Proprietary)*

The reporting Rising currently provides the County encompasses all nine (9) categories listed in Section 4.4.3.a.1, as illustrated in the sample provided below.

KNOX COUNTY TENNESSEE

RISING

Post Year	Post Month	Bills Reviewed	Charges ($)	Allowed ($)	Bill Review Savings ($)	Other Savings ($)	PPO Savings ($)	Gross Savings ($)	Gross Sav (%)	Total Fees ($)	Total Net Savings ($)	Net Sav (%)
2024												
	June, 2024	635	699,810	157,628	506,398	18,022	17,762	542,182	77.5	9,359	532,822	76.1
	Total	**635**	**$ 699,810**	**$ 157,628**	**$ 506,398**	**$ 18,022**	**$ 17,762**	**$ 542,182**	**77.5%**	**$ 9,359**	**$ 532,822**	**76.1%**
Grand Total		**635**	**$ 699,810**	**$ 157,628**	**$ 506,398**	**$ 18,022**	**$ 17,762**	**$ 542,182**	**77.5%**	**$ 9,359**	**$ 532,822**	**76.1%**

I. Total dollar amount of bills submitted for audit – Charges ($)
II. Bill review reductions - Bill Review Savings ($)
III. PPO reductions – PPO Savings ($)
IV. Recommended allowance – Allowed ($)
V. Gross savings – Gross Savings ($)
VI. Gross percentage of savings – Gross Sav (%)

VII. Total monthly fee for service – Total Fees ($)
VIII. Overall net savings – Total Net Savings ($)
IX. Net percentage of savings – Net Sav (%)

Overall, Rising has robust reporting capabilities and provides four (4) levels of reporting:

1. On-Demand Reporting – Includes a full suite of on-demand reports the County can access through our VISION™ portal (e.g., bill processing trends, repricing activity summary, claimant treatment history, claim patient detail, medical claim costs, PPO summary, provider summary, turnaround time).

2. Self-Service, Ad Hoc Report Creation – Rising's reporting suite also offers filtering, grouping, and drag-and-drop capabilities so users can reveal multiple layers of transparency. Rising's "data grid" is available throughout our VISION™ portal and allows users to build ad hoc reports which can be viewed online or exported for offline use.

3. Additional Customized Reporting – Rising is well versed in supporting customer-specific reporting needs. Our extensive reporting library consists of thousands of Tableau dashboards and reports, so depending on client specifications, the report structure likely already exists or can be easily created.

4. Customer Stewardship & Book of Business Reporting – In addition to providing traditional program reporting/metrics, a regular component of our client Stewardship meetings is presenting "portfolio reviews." Such reviews are conducted at each client's preferred cadence and involve comparing a client's program results to our book of business/market basket results, including metrics like turnaround time, savings, medical inflation, and bill treatment class makeup. We also benchmark against industry standards and guidelines to track Rising's performance and program quality. For medical bill review, these include, but are not limited to, tracking program audit scores, state audit scores (e.g., CA DWC), PAR audits and Market Conduct Survey scores, metrics for service delivery within state timelines/guidelines, state fines, and appeal/upheld results. Rising's performance on all these benchmarks/metrics is presented to customers and our Quality Management Committee. Should improvement opportunities be identified, a quality improvement project will be initiated.

Overall, our objective is to find some way to improve program results on an iterative basis, and to provide customers with the actionable data to do so. In this way, Rising will consistently partner with the County to drive improved performance and outcomes that reduce the total cost of claims.

f. Sample copies of all notices and/or communications made during Utilization Review process and sample peer review report.

UR Notices / Communications

Provided as **Appendix 2: Sample UR Determination Letters and Reports** are samples of the notices Rising utilizes to communicate utilization review and peer review determinations to medical providers and other parties involved. Specifically, **Appendix 2** contains the following notices/communications:

1. **Tennessee UR Certification (Utilization Review Notice of Approval):** Letter that can be either nurse certified or peer certified. The nurse will provide a summary and supporting guidelines for nurse certified determinations. The peer report will be attached for the peer-certified determinations.
2. **Tennessee UR Non-Certification/Modification Letter:** Indicates that the physician peer reviewer who reviewed the request and available documentation and determined that the request was not medically necessary as requested. Based on their expertise, the peer reviewer will either modify the request (for example, reduce physician therapy visits from original request)

or non-certify the request completely. If a peer-to-peer conversation is successful during the review, the peer reviewer will document a summary of the conversation in their report, which will be attached to the letter. If a peer-to-peer conversation was not successful, the peer reviewer will document attempts.

3. **Tennessee UR Request for Information (Provider Request for Information Letter):** Indicates that missing medical records are needed to make a decision. This request can be sent to all providers caring for the patient.
4. **Tennessee UR Withdrawal (Utilization Review – Request Withdrawn by Provider):** Indicates that the request for treatment has been withdrawn by the requesting provider. Rising still needs to document for the state that we had a request and there was no determination as the request was withdrawn. No peer review is completed in this case.
5. **Sample Peer Review Reports:** Reports from the peer reviewer documenting the determination and rationale using evidence-based medical guidelines.

g. Additional information

Rising's Unique Value

Though not specifically requested in the County's RFP, we would like to call attention to some additional Rising service differentiators and service offerings that may be of interest.

Flexible, Privately Held Company

Rising is privately held and fully employee owned. While our industry's medical management space has seen both massive consolidation and venture capital investment, it hasn't always been advantageous for the payer community. Rising has experienced consistent organic growth since our inception in 1999, and our independent ownership allows us the agility to focus on customers and injured employees instead of venture capital transactional needs or short-term earnings. As a privately held company, Rising has the freedom to align our goals with yours, without pressure to seek shortsighted gains at the expense of long-term vision. Such independence ensures your best interests are always at the heart of our business model.

A Better Way® Company Culture

Rising's "brand" is best summed up by our mission statement: "We make lives better." We are driven to continually improve and find better ways to deliver on this mission—better outcomes for employees needing medical care, better ways to partner with quality providers, better products and services for our valued clients, better technology and data to inform decisions, and better ways to engage our employees to elicit their amazing talent and potential. And we do it all while making each customer feel like they are our ***only*** customer.

Top Workplace Attracting & Retaining Top Talent

Rising purposefully drives a culture that attracts people who care about doing exceptional work. Rising was recently named one of the Top Workplaces in Healthcare and one of the Top Workplaces in the USA overall, based solely on employee survey responses. Only 3% of eligible companies receive Top Workplaces recognition. Rising's people and culture are two of the key differentiators we will bring to the table. Because Rising nurtures a dynamic workplace that attracts and retains top talent, our clients have access to a deep pool of expertise and unmatched customer service.



At Rising, we encourage innovation and resourcefulness. Our onboarding process is intensive, including our 11:11 program, which is 11 training courses an employee must complete within their first 11 weeks to ensure they understand our clients, the workers' compensation market, our

technology, customer service expectations, our core values, and much more. Our operations training program is systematic and ensures new employees can become productive in a short period of time, and that they also constantly evolve and develop their skill sets. Bonuses and raises can be achieved through continual training and certifications. We have a leadership development program to ensure a pipeline of talent will be ready for future needs. We have also intentionally limited our offshore resources to prevent the cultural and service erosion so many companies have experienced.

Driving Industry Advancement – Annual Workers' Comp Benchmarking Study

Another industry-unique differentiator is Rising's publication of the annual Workers' Compensation Benchmarking Study, a research program examining the complex forces impacting claims management in workers' compensation today. The study's mission is to advocate for the advancement of claims management by providing both quantitative and qualitative research focusing on how claims organizations are addressing industry-wide operational challenges. Now in its twelfth year, the study is conducted both for and with the workers' compensation community and is the only large-scale survey of claims leaders and frontline claims staff in the industry. With its potent methodology of validating how and what higher performing claims organizations are doing compared to lower performing peers, the annual study provides claims organizations with an unprecedented guide and means to: verify those differentiating practices driving better outcomes, identify operational outliers, advocate for resources in support-challenged areas, and validate existing priorities, hurdles, and strategies amongst industry peers. The study has also become one of the most cited research publications in the industry and has been the subject of numerous articles, webinars, and conference presentations over the years. It has also become a guide for Rising's own product development, serving as a roadmap for the solutions that will best help our customers improve their performance.

All study reports are available to industry stakeholders without cost or obligation as a contribution to the workers' compensation community. Copies of the reports can be requested and downloaded here.

Additional Service Offerings

In addition to the medical bill review and utilization review solutions Rising provides Knox County today, we would welcome the opportunity to implement additional service offerings we believe would bring substantial value and operational efficiencies to the County's claim and administrative staff. These additional capabilities are available to the County as part of the program discussed throughout this proposal:

- **Mailroom Services:** Includes intake of electronic documents via clearinghouse, intake of hard copy documents via P.O. Box, scanning/OCR, KFI for documents with any image issues, electronic provision of document data and/or images to client claims/document management system(s), plus all standard bill intake activities.
- **Payment Processing:** Includes FEIN verifications, W-9 imaging/storage, EOR/EOB production/ distribution via ANSI 835 electronic remittance advice, online download, secure email or mail, postage, fraud prevention/positive pay protocols, refund processing, reconciliation processing, 1099 reporting, and portal for providers to view payment information.
- **Ancillary Care Marketplace:** Includes network integrations, access, optimization, and discount application, including a one-stop portal to manage all ancillary healthcare referrals.

More detail on these additional solutions is available upon request.



THANK YOU

On behalf of the entire Rising team, we thank you for the opportunity to respond to the County's RFP for Workers' Compensation Bill Review/Utilization Review Services. We look forward to renewing our contract and continuing this mutually beneficial partnership that unites our collective strengths to support the County's program goals. We are confident that continuing to partner with Rising for the proposed services will yield further operational efficiencies for your claims professionals and optimal outcomes for your workers' compensation program.



TAB VI – COST

Proposers must include Attachment A under this Section.

a. Cost on a per bill basis for bill review.
b. Cost on percentage of incremental savings to a PPO or other amount beneath Tennessee Medical Fee Schedule.
c. Cost for UR on a per review basis based upon type of review specifically. Initial review and peer review.

ATTACHMENT A COST
RFP 3601
WORKERS' COMPENSATION BILL REVIEW/UTILIZATION REVIEW SERVICES

Company Name: Rising Medical Solutions, LLC

Proposer shall indicate a fixed per bill fee for processing County's bill to the Tennessee Medical Fee Schedule (appr. 223 per month over the last two years) $ 7.50/bill

Proposer shall indicate a fixed percentage of "net savings" fee for adjusting County's bill to a PPO or other amount beneath the Tennessee Medical Fee Schedule rate: 25%

Are you willing to charge a nominal per bill fee for "passing through" any bills for services you may receive in which County has pre-negotiated a particular rate (for ex. Pharmacy bills, Physical Therapy bills, etc.)? If so, please identify: $ 6.00/bill (20% off the standard bill fee).

Proposer shall indicate a fixed fee for Utilization Review and/or Physician Peer Clinical Review:

$110/ request for UR, $260/ request for Physician Peer Clinical Review.

Proposer shall indicate whether it has an existing data bridge with Origami Risk, LLC for other clients, and/or a fixed fee, if any, for implementing a data bridge with Origami Risk, LLC: Yes, Rising has an existing bridge with Origami Risk for Knox County and other clients.

Overall, considering Rising's proven savings delivery, longtime program experience and knowledge, and our existing Origami systems integration, the County will continue to realize an overall "lowest total cost" program by continuing its partnership with Rising.

Additional & Optional Features

Feature	Rate
Data Capture / Bill Intake / EDI Clearinghouse (e-bill import)	Included
Duplicate Bill Detection / Processing	Included
VISION™ Adjuster Portal (bill assessment / status, document images, treatment alerts)	Included
Reporting & Dashboard Suite	Included
Adjuster AI Suite (can be accessed independently on a per claim basis for all claims, included ODG claim risk scoring, reserve estimates, duration estimates, evidence-based treatment analysis, alerts, provider scoring, and adjuster VISION™ dashboards to assist in claims management)	$25 per claim *(for the lifetime of the claim)*
Implementation / Claims System Integration Fee	N/A, currently integrated w/ the County

TAB VII – AFFIDAVITS

Iran Divestment Act/No Boycott of Israel: Attachment C

Non-Collusion Affidavit: Attachment D

Please see these signed affidavits on the following two pages.

ATTACHMENT C
KNOX COUNTY PROCUREMENT DIVISION
IRAN DIVESTMENT ACT/NO BOYCOTT OF ISRAEL

By submission of a response to this solicitation, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each proposer is not on the list created pursuant to Tennessee Code Annotated § 12-12-106.

Authorizing Signature: _____
(sign in blue ink)

Title: VP of Finance, Admin, & Talent Date: 11/6/2024

Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, by submission of a response to this solicitation, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each proposer is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel.

Authorizing Signature: _____
(sign in blue ink)

Title: VP of Finance, Admin, & Talent Date: 11/6/2024

OFFICE OF COUNTY MAYOR GLENN JACOBS

Procurement Division, 1000 N. Central Street, Suite 100, Knoxville, TN 37917

ATTACHMENT D
NON-COLLUSION AFFIDAVIT

STATE OF IL

COUNTY OF Cook

Erik Brandon, being first duly sworn, deposes and says that:

1. He/She is VP of Finance, Admin & Talent of Rising Medical Solutions, the Proposer that has submitted the attached Proposal;

2. He/She is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

3. Such Proposal is genuine and is not a collusive or sham Proposal;

4. Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Proposer, firm or person to submit a collusive or sham Proposal in connection with the Contract for which the attached Proposal has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix the price or prices in the attached Proposal or of any other proposer, or to secure through any other proposer, or to fix any overhead, profit or cost element of the proposal price or the proposal price of any other proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against Knox County, TN or any person interested in the proposed Contract; and

5. The price or prices quoted in the attached Proposal are fair and proper and are not tainted by a collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) [signature]

(Title) VP of Finance, Admin, & Talent

Subscribed and sworn to before me

this 6th day of November, 20 24

Tamara A Willis
(Signature)

Official Seal
Tamara Ann Willis
Notary Public State of Illinois
My Commission Expires 12/6/2026

My commission expires 12/6/26

TAB VIII – EXCEPTIONS

Proposers must list any exceptions taken to the terms and conditions of this RFP in this section. Failure to list any exceptions will be considered as the proposer's acceptance of the terms and conditions as stated. Do not mark through or otherwise alter the language of this RFP in your response.

Failure to include any of the above information or any other information requested may result in the proposer being disqualified.

Rising has reviewed the County's Section II Obligations, Rights and Remedies (terms and conditions). Our exceptions are outlined below, and we look forward to a collaborative discussion of the contract terms to finalize the Agreement between the parties.

What follows are our findings and reasoning, of which we are open to discussion.

Section 2.22 Termination (RFP page 5)

Rising proposes mutual terms for the termination notification period for both parties rather than 30 business days' notice for the County and 120 business days' notice for the contractor. We ask that the language in our current contract with the County be restored:

5.02 Termination. This agreement may be terminated by either Party with or without cause at any time upon 30 days' written notice. RISING shall receive payment for all satisfactory, authorized services completed prior to the effective termination date.

Section 4.5 Data (RFP page 11)

Not an exception per se, but during contract negotiations, Rising may seek the County's written consent to utilize the County's de-identified data for purposes of analytic and benchmark book-of-business reporting, best pricing calculations, state-specific product development and workflow automation development that benefits all Rising clients, including the County. Any County de-identified data utilized by Rising shall be in a manner consistent with all industry best practices for data security and confidentiality.

Rising's Confidential & Proprietary Information

Pursuant to the protections afforded by TUTSA (Tennessee Uniform Trade Secrets Act) which defines and protects trade secrets within the state of Tennessee found under Title 47, Chapter 25, Part 17 of the T.C.A., Rising has identified certain pieces of content in our RFP response that is confidential in nature. We have provided a redacted copy of our response in the separately provided PDF with redactions of items deemed sensitive or confidential in nature. The table on the following page lists the information in Rising's RFP response that we ask to be withheld under a claim of confidentiality.

The purpose of TUTSA is to provide legal protection to businesses and individuals who possess confidential information considered a trade secret, allowing them to take action against anyone who misappropriates that information. Under TUTSA, a trade secret is defined as information that derives independent economic value from not being generally known, is subject to reasonable efforts to maintain its secrecy, and would provide economic value to others if disclosed. The act of acquiring a trade secret by improper means or disclosing or using a trade secret without proper authorization constitutes misappropriation, which can lead to legal action.

Page Number	Item Number	Type of Content	TCA Chapter/Rationale
4	Tab 3 (Proposer Information)	Employee Name and Contact Information	2023 Tennessee Code Title 47 - COMMERCIAL INSTRUMENTS AND TRANSACTIONS (§§ 47-1-101 — 47-50-121) Chapter 25 - TRADE PRACTICES (§§ 47-25-NEW — 47-25-2006) Part 17 - UNIFORM TRADE SECRETS ACT (§§ 47-25-1701 — 47-25-1709) **Rationale** – Rising considers all of these items to be confidential "trade secrets" as defined by the T.C.A. chapter cited above. Rising derives economic value from these items which are not generally known to the public and therefore designated as confidential/trade secret content, including names of employees, current customers, and proprietary processes, systems and software. Rising could experience financial hardship should this information be made widely available to the public.
6	Tab 4 (Qualifications), Item a	Proprietary/trade secret details of Rising book of business data for bill review & utilization review services	
7	Tab 4 (Qualifications), Item c	Confidential/sensitive data regarding internal accuracy rates	
9-10	Tab 4 (Qualifications), Item e (Attachment B: References)	Confidential client names, contact information, and program details	
13-15	Tab 5 (Approach & Methodology), Item b	Employee Names	
16-20	Tab 5 (Approach & Methodology), Item c	Proprietary/trade secret details of Rising's workflow for medical bill review services	
20-21	Tab 5 (Approach & Methodology), Item c	Proprietary, internal issue resolution process	
21	Tab 5 (Approach & Methodology), Item c	Employee Names and book of business metrics	
21	Tab 5 (Approach & Methodology), Item c	Description of internal tools utilized	
22-24	Tab 5 (Approach & Methodology), Item d	Description of client-specific workflow elements	
24	Tab 5 (Approach & Methodology), Item e	Client-specific report sample	
N/A	Appendix 1 (Implementation Process Overview & Sample Plan)	Proprietary/trade secret details of Rising's implementation process	
N/A	Appendix 2 (Sample UR Determination Letters & Sample Reports)	Proprietary/trade secret details of Rising's system-generated UR letters and reports	

APPENDIX 1

IMPLEMENTATION PROCESS OVERVIEW AND SAMPLE PLAN

As referenced in Rising's RFP Response, provided on the following pages are:

- Description of Rising's implementation process
- Sample project plan template



APPENDIX 1
IMPLEMENTATION PROCESS OVERVIEW & SAMPLE PLAN

Implementation Project Plan

A detailed, Implementation Project Plan developed in Microsoft Project is generated for each customer once all requirements gathering has been conducted. Overall, the Implementation Project Plan identifies all required work activities, milestones and deliverable dates, personnel efforts by day and month, and personnel responsibilities for deliverables and work activities. Based on our experience with implementing clients of similar size and complexity, we estimate implementation will take approximately 90-120 working days from kick-off to go-live.

What follows are descriptions of Rising's:

1. Resource Management and Staffing Plan
2. Implementation Project Stages, including activities, milestones, and deliverables
3. Issue Resolution & Project Management Approach

1. Resource Management & Staffing Plan

As an integral component of our Implementation Plan, our Resource Management and Staffing Plan includes:

- Staffing levels and disciplines by day and month for the duration of the project.
- Break out of staff disciplines, including job title and project role/responsibility.
- Resource time to be expended, per stage and for the entire project by Rising staff.
- Resource time to be expended, per stage and for the entire project by the client's staff. Client time represented in the Project Work Plan is for both discussion and decision-making items, as well as action items such as sending a claim extract to Rising.

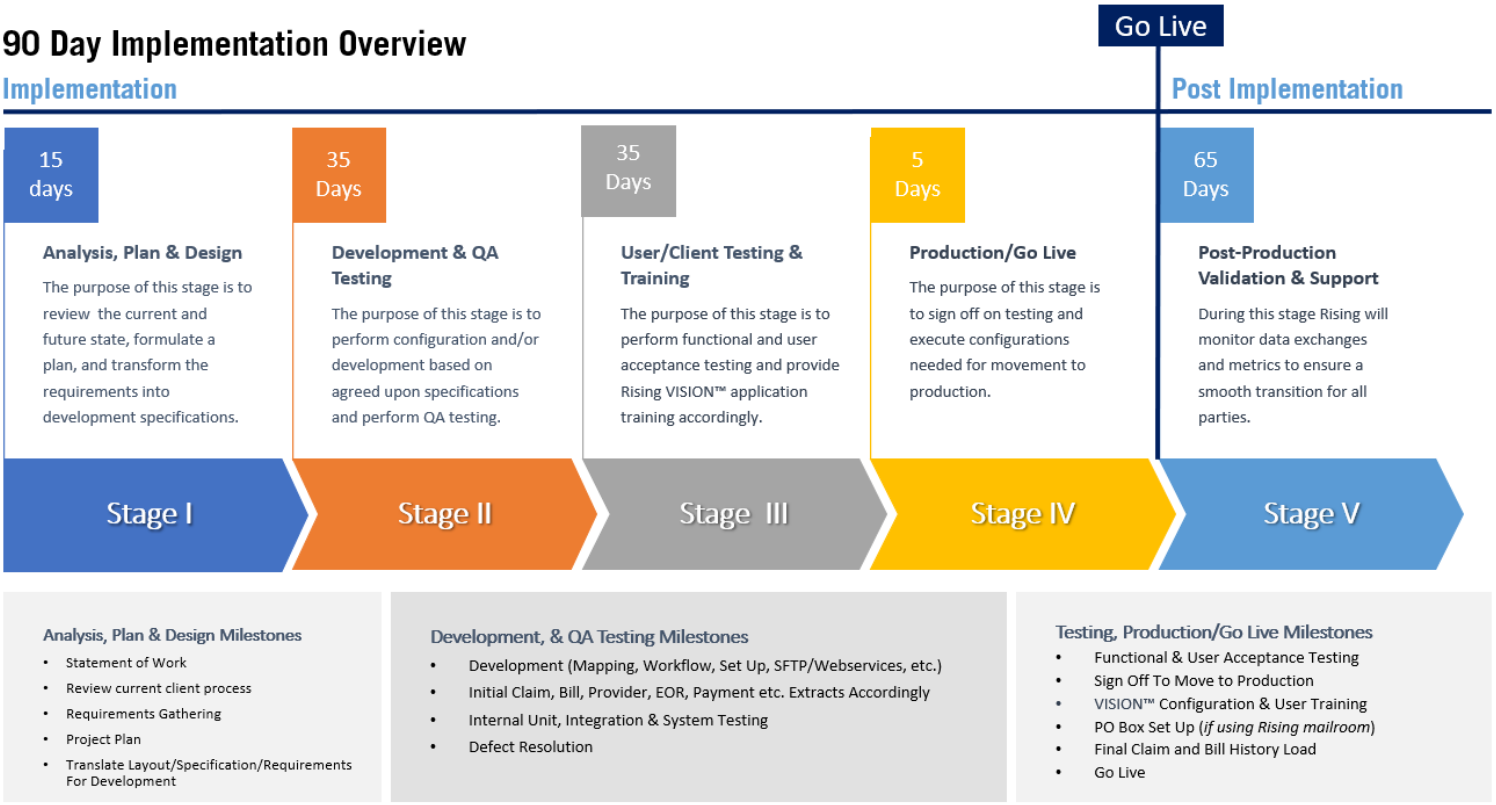
Rising Resources: Rising's project team will cover all major disciplines of the implementation, including project management, information technology implementations, claims system experience, change management, subject matter/industry expertise, experience with like-projects, and quality assurance (see Implementation Team's expertise matrix shown below). All proposed Rising project resources are in-house employees, no subcontractors are used.

Implementation Project Team Member / Role	Project Mgmt	IT Implementation	Change Mgmt	Subject Matter / Industry Expertise	Payer Project Experience	QA Experience	Claims System Experience
VP, Product Solutions & Software Development	✓	✓	✓	✓	✓	✓	✓
Sr. Implementation Manager Project Manager	✓	✓	✓	✓	✓	✓	✓
Implementation Coordinator	✓	✓	✓	✓	✓	✓	✓
Mgr. of Technical Operations	✓	✓	✓	✓	✓	✓	✓
Systems Analyst Team Lead		✓	✓	✓	✓	✓	✓
Sr. Software Developer		✓	✓	✓	✓		✓
QA Lead		✓	✓	✓	✓	✓	✓
Systems Support Team Lead		✓	✓	✓	✓		✓
VISION™ Products Team Lead		✓	✓	✓	✓		✓
Product Operations Manager			✓	✓	✓		✓
Sr. Account Executive	✓		✓	✓	✓		✓

Client Resources: Rising will work with the client to determine the ideal project team configuration. Implementation best practice is to include individuals from the client's operations team (e.g., claims management, compliance), as well as its technical team (e.g., claims system analyst, infrastructure) to ensure meetings are decisive in nature and facilitate continuous project progression. Other client stakeholders have been included in certain project meetings, such as Finance for invoicing discussions.

2. Implementation Project Stages

Our Implementation Project Plan contains five project stages, including activities, milestones, and deliverables for each. Stages I – IV are the actual implementation and Stage V is post-implementation. Shown here is an overview of all five stages of a typical 90-Working Day Implementation. Targeted Go Live is at the end of Stage IV/beginning of Stage V. In most instances, clients program to Rising's robust data exchange specifications which will allow for the flexibility and power of being able to efficiently leverage the full suite of Rising's products. Achieving the targeted Go Live date is heavily dependent on both sides meeting pre-determined and agreed-upon milestones outlined in the project plan timeline.



The following is a high-level overview of each stage.

STAGE I: Analysis, Plan & Design – At project onset, Rising provides customers with an Implementation Guide to inform the requirements gathering process.

Overall, this stage involves business process analyses and delivers a completed Business Requirements Document (BRD) to the client at the end of this stage. The comprehensive document will include the following:

- **Business Analysis Report**: Includes needs assessment and analysis.
- **Requirement Specifications Report**: Includes requirement definitions and documentation.

- **Gap Analysis Report**: Includes an assessment of current state/performance versus desired state/performance.
- **Risk Assessment & Mitigation Plan**: Includes an evaluation of potential project risks and their potential impacts. Acceptable levels of risk will be determined, and contingency plans will be created for higher risks.
- **System Documentation**: Includes system capabilities and operations, as well as the minimal system requirements for customers (e.g., browser compatibility, PDF viewer).
- **Knowledge Transfer Plan**: Discussed in detail in the User/Client Testing & Training (Stage III) description.

The BRD acts as a dynamic document that is utilized throughout the implementation project as client requirements and priorities are updated.

STAGE II: Development & QA Testing – Includes data mapping to required claims system data elements. Also includes the account structure set up in Rising's bill review system, as well as data exchange configuration and development for various exchanges including claim data, bill data, provider data, EOR data, payment data, and ancillary network data. Deliverables during this stage include:

- **Development**: Mapping, Workflow, Setup, SFTP/Webservices, etc.
- **Data Transfer Extracts**: Initial Claim, Bill, Provider, EOR, Payment, etc. extracts accordingly.
- **Internal Unit, Integration & System Testing**: Internal testing to identify issues prior to Client/User testing.
- **Test & Quality Assurance Plan, including Traceability Matrix:** Created in collaboration with client staff and claims management system vendor if appropriate. The Test & QA Plan will include an outline of the testing roles and responsibilities of all parties, as well as a Traceability Matrix to be used throughout the testing and QA process.

STAGE III: User/Client Testing & Training – The purpose of this stage is to perform functional and user acceptance testing and provide Rising VISION™ application training accordingly. Testing phases include:

- **Unit Testing:** Tests individual, customized, and configured software components/modules.
- **Integration Testing**: Tests the integrated modules to verify functionality after integration.
- **System Testing**: Tests the entire system using detailed test scripts with measurable outcomes. System testing supports any customizations that have been developed and provides a complete test application environment that mimics real-world use.
- **Regression Testing**: Tests the application as a whole after any change, fix, or modification. Revised test scripts are written for this activity.

This stage also includes effective training and knowledge transfer. Rising will provide comprehensive documentation and training for client staff prior to and after go-live. Rising's training team will include members of the client's Implementation & Technical Team, Account Management & Customer Support Center Team, and product specialists for VISION™, Rising's customer web portal.

Training activities, knowledge transfer, and deliverables include:

- **Knowledge Transfer Plan:** Rising's Business Requirements Document (BRD) is not only an asset in defining project scope and requirements, this document also provides full knowledge transfer of the medical bill review program's operations, including systems impacted, data flow processes and exchanges, data transfer frequency and format(s), bill processing business rules, check-writing/payment processing business rules, customer-specific standard operating procedures, reporting and compliance, and invoicing. This comprehensive document will be delivered approximately 30 days into the project and well before project go-live.



- **Training Plan:** Rising will deliver this plan at least 30 days in advance of the training/project go-live.
- **Onsite "Train-the-Trainer" Training**: Rising will conduct this training for internal business and/or training staff that includes, but is not limited to, details about the product/program, operation of the product/program, and end-user training.
- **Onsite End-User Training**: Rising will conduct this training onsite for claims staff, unless webinar-style is preferred. Each session is typically 60 to 90 minutes in duration depending on trainee interaction. Rising encourages clients to include as many resources in the training as possible, and there is no limit to the number of resources who can participate. Multiple sessions can be scheduled. The training will include, but is not limited to:
    - VISION™ (Adjuster Web Portal) Training
    - Claims Manager & Supervisor Training
    - Reporting System Training
    - Provider Look-Up Tool Training
- **Onsite Technical Training:** Rising will provide onsite training for technical staff/system administrators and claims management system vendor if appropriate, unless webinar-style is preferred. Training will include details about how Rising's medical bill review system connects to and works with the client's claims system, how files are transmitted back and forth, any relevant backup and/or recovery procedures, and other technical information needed to successfully utilize the system.

STAGE IV: Production/Go Live: This stage includes all necessary project go-live activities as outlined in the Implementation Plan. Activities during this stage include:

- Sign off to move to production
- PO Box set up (if Rising is the client's mailroom)
- Final claim and bill history load
- Go Live

STAGE V: Postproduction Validation & Support: Rising builds in a full quarter (13 weeks/90 calendar days/65 working days) of Project Manager and Implementation Team support after go-live and system assessment completion. The client's Account Executive works in tandem with this team to review metrics on the health of system processes, provide any necessary system support and issue resolution, and conduct a project post-mortem to obtain implementation feedback and discuss any process improvements. Upon completion of program implementation, program oversight is fully transitioned to Rising's Account Management team. These transitions are seamless as the client's Account Executive is also a key member of its Implementation Team and is heavily involved throughout the entire implementation process.

3. Issue Resolution & Project Management Approach

Key to project issue resolution are control mechanisms to prevent issues and mitigate risk, as well as to manage issues when they do arise. What follows is Rising's project management approach and best practices, including progress reporting, major decision making, risk management, change control procedures, sign-off procedures, issue management, configuration management, and quality assurance management.

Communication Plan: Clear communication is essential to the success of any project and, as such, Rising delivers and creates various project plans during stage I so expectations and timeframes can be carefully tracked, monitored, and communicated to all project stakeholders regularly.

- **Project Reporting Mechanisms**: Rising utilizes Microsoft Project to manage project deliverables internally. For customer project reporting, Rising creates a permissions-based, Microsoft Teams "project site" specific to each customer for 24/7 access to the latest project reporting, project work



plan, meeting materials, updates, and documentation. If that is an undesirable method, Rising's Implementation Project Manager is responsible for distributing such materials.

- **Weekly Project Status Meetings & Reporting Frequency**: Rising recommends that project meetings occur, at minimum, weekly for one hour. These meetings will actively and openly assess key issues, identify risks, and review project reporting, accomplishments, and compliance with milestones/delivery dates. Each meeting will include an Agenda, with Meeting Minutes and any necessary documentation updates published afterwards. Additionally, project documentation and reporting may be updated more frequently than weekly, as needed.
- **Meeting Attendees**: Rising recommends meeting attendees include individuals from both the client's operations team (e.g., claims management, compliance), as well as its technical team (e.g., claims system analyst, infrastructure), to ensure meetings are decisive in nature and facilitate continuous project progression. Other client stakeholders have been included in certain implementation meetings, such as Finance for invoicing discussions.
- **Project Stakeholders Contact Guide**: To foster open and active communication, Rising publishes a project contact guide for all customer and Rising team members and stakeholders, including executive stakeholders at Rising who may participate in certain aspects of the project.
- **Communications Leader & Single Point of Contact**: The single point of contact will be Rising's Senior Implementation Manager, who will also lead all project communications.

Risk Management Plan: During Stage I of the project, the Project Manager and Systems Analyst utilize their extensive past project and bill review implementation experience to conduct a qualitative risk analysis with the project team. A Risk Assessment and Mitigation Plan will be developed, and contingency plans are created for those risks with the highest probability and greatest impact. Risk assessment and response strategies are discussed, ensuring mutual understanding for managing and controlling said situations should they arise.

Throughout the project's implementation, we vigilantly track identified risks and monitor for emerging ones, revising the risk matrix as necessary. Continual monitoring, transparent communication, and thorough planning and documentation enable Rising to substantially mitigate risks to facilitate an overall positive implementation experience for all parties.

Change Control & Issue Management Plan: Rising's Change Management process establishes a flexible, yet orderly, and effective procedure for tracking the submission, review/evaluation, categorization, estimation, and approval for release of all software updates to a customer's existing program or workflow.

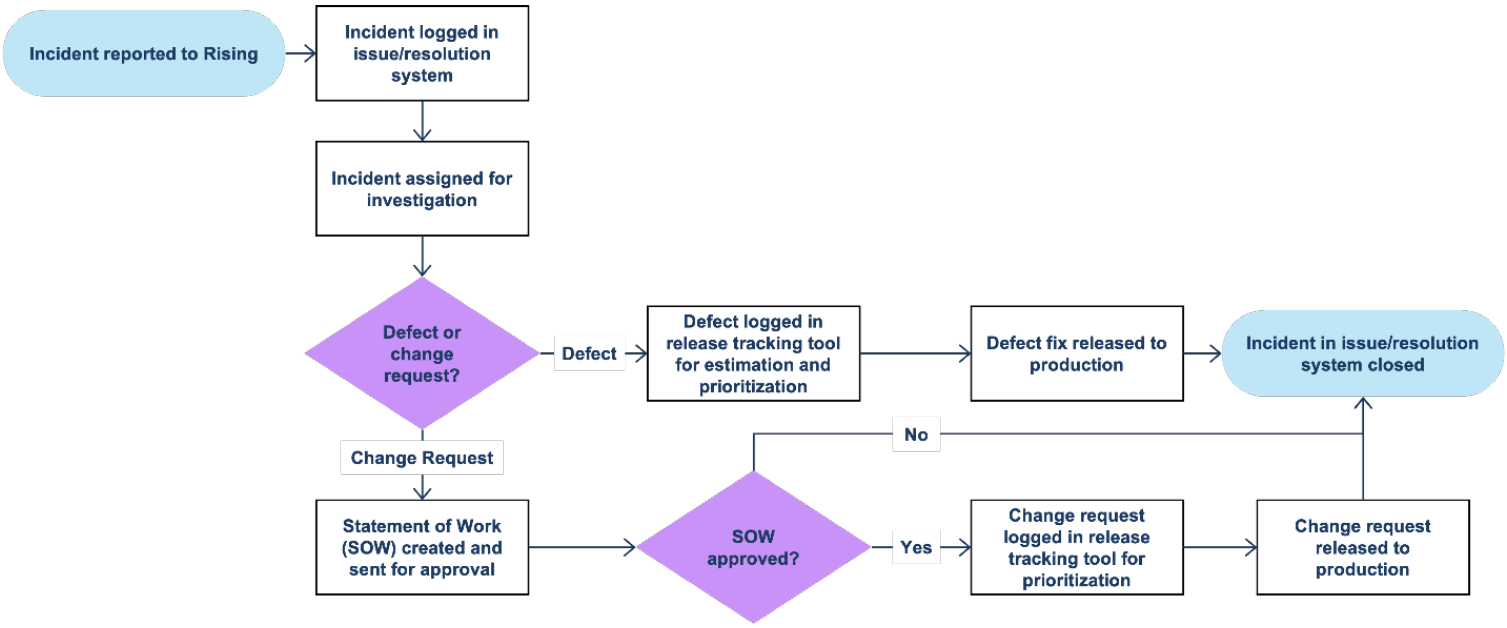
An issue or request is typically submitted to Rising through the Implementation Team during the implementation process or, post-implementation, through our Customer Success Team, the client's Account Executive, or directly from our VISION™ portal. Upon receipt of an issue or request, the incident is logged into our issue/resolution system for tracking and assignment to the appropriate team for triaging. The incident is thoroughly reviewed to determine if there is a defect with the client's established workflow or if it is a request for a new feature or workflow change.

If the incident is a defect, a ticket will be created in our software release tracking tool where the change can be estimated and prioritized in a future release. If the incident is a new feature or workflow change, a Statement of Work (SOW) may be needed. If so, the SOW will be created outlining the proposed solution for the suggested change and estimated level of effort to implement. If the SOW is approved, a ticket will be created in our software release tracking tool for the change request to be prioritized in a future release. The incident will then be closed in the issue/resolution system and Rising will formally communicate the resolution to the client.

The figure on the following page illustrates Rising's change management process workflow.



Change Management Process



Configurations Management Plan: Rising has specific processes in place to control the release and change of any configuration items (e.g., design, modules, documentation) throughout the software development lifecycle.

These processes help ensure that changes to requirements and development are properly recorded and reported to maintain system consistency. Rising stores all project documentation in SharePoint with full version control and traceability embedded. At any point, Rising can refer to previous document versions to analyze any changes. For ease of reference, the project team also includes a change log within the documents themselves to outline all updates made from the prior version. As updates are made, a change request is then created within Rising's issue/feature tracking tool. The tickets generated are reviewed and prioritized in Rising's weekly internal project meetings. Rising's QA team maintains the requirements' test matrices and traceability, including any changes implemented from the baseline. As development progresses, changes made by the developers are tracked into Team Foundation Server (TFS) for source control with full revision history. Software is deployed via TeamCity to manage the Continuous Integration (CI) pipeline and to ensure only tested changes get promoted to new environments.

Test & Quality Assurance Plan: Rising's test strategy includes multiple testing phases to ensure the requirements outlined in the BRD are met. Each completed test phase represents a milestone in the project plan and includes specific entry and exit criteria defined by the project's QA lead. Testing is an iterative process and begins with requirements and continues throughout the life of the software application. All system aspects are exercised to ensure the system is thoroughly tested before implementation. As each interim work product is created, it is tested to ensure that it meets the requirements and specifications for that test phase, so the resulting work products will be constructed on a sound foundation. This strategy of testing "as you go" minimizes the risk of delivering a solution that is error prone or does not meet the end-user's needs.

For each customer implementation, specific test cases are developed by Rising's QA team and reviewed by the project's System Analyst(s) prior to commencing the Test Stage (Stage II) in order to verify full traceability to BRD requirements. Test data is set up to validate the functional specifications. With the customer, Rising's project team works to identify test data that will be utilized during UAT for each business scenario in order to ensure test data flows and is accepted between systems end-to-end. Management of any defects and/or requirement

change requests identified during the Testing Stage are stored in Rising's issue/feature tracking tool. The tickets generated are reviewed and prioritized in Rising's weekly internal project meetings.

Finally, Rising also conducts specialized system testing driven by our best practices. These include Load/Stress, Performance, and Recovery testing. Such tests are performed systematically as part of our internal best practices.

- **Load/Stress Testing:** Rising periodically measures the performance characteristics of our bill review system under peak load conditions to verify it can process large transaction volumes within the expected time frame. As new clients are onboarded, if bill volume constitutes greater than 10% of throughput, a Load/Stress test will be conducted to verify the hardware/software can adequately process the higher volume.
- **Performance Testing:** Rising conducts regular Performance testing and has a System Performance Management team that meets bi-monthly to assess system response times and overall system performance.
- **Recovery Testing:** Rising performs corporate disaster recovery testing on an annual basis. Rising's Disaster Recovery Plan (DRP) includes information for categorizing a disaster and restoring facilities that are needed to support personnel and hardware. This plan also includes staffing requirements and detail regarding the hierarchy of system dependencies and the order that hardware and software must be brought back online. Additionally, our DRP includes testing the recovery of critical data from backups of our cloud-based databases. We select five different points in time from the past three years and make sure all backup information is successfully recovered and restored.



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SAMPLE IMPLEMENTATION PROJECT PLAN TEMPLATE

Summary

The enclosed Sample Implementation Project Plan Template (**with hypothetical overlapping dates**) uses Rising's project management software and consists of five project stages.

Pre-Go-Live Stages	
STAGE 1: Analysis, Plan and Design	15 working days
STAGE 2: Development & QA Testing	35 working days
STAGE 3: User/Client Testing & Training	35 working days
STAGE 4: Production/Go Live	5 working days
PROGRAM GO LIVE on Calendar Day 91	
PHASE 5: Post-Production Validation &Support	65 working days

Stages 1 – 4 represent the time from project kick-off to the program's go-live date. This particular sample project plan shows that Rising will execute all the work necessary to get the client operational within 90-Working Days (129-Calendar Days).

Rising's best practice is to generate conservative project plans for our proposals, given that in-person and detailed requirements gathering has yet to be conducted with a customer's subject matter experts. **Once a customer's project scope details become clearer, Rising will provide a more specific Implementation Project Plan.**

Note: While Stage 2 requires 35 working days, it shows on the project plan as 50.38 working days. This is because there are three items on this template for Stage 2 that are dependent on later tasks and/or start times that can run concurrently with other tasks. These three items are mailroom set up (PO Box), sending a provider letter, and payment processing (bank set up). Not all clients elect to have Rising perform these services, but the template still includes them.

Stage 5 represents our post-go-live support, a Rising best practice. Stage 5 consists of a full quarter (65 working days/90 calendar days) of monitoring to ensure all systems and processes are functioning properly, including:

- Review metrics on the health of system processes
- Provide any necessary system support and issue resolution
- Conduct a project post-mortem to obtain customer feedback and discuss any process improvements

When evaluating Rising's ability to fulfill a customer's implementation timeline needs, we ask them to work with Rising to hit mutually agreed-upon project milestone target dates.

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ID	Task Mode	% Compl	Does this apply to the Project	Milestone	Notes	Task Name	Duration	Start	Finish	Predeces	Actual Finish	Resource Names
1		**0%**	**No**	**No**	**Actual dates will be based on actual start date**	**<< Client>> / Rising Medical Implementation Plan**	**90 days**	**Mon 1/8/24**	**Fri 5/10/24**		**NA**	
2		**0%**	**No**	**Yes**		**Stage 1: Analysis & Planning**	**12.75 days**	**Mon 1/8/24**	**Wed 1/24/24**		**NA**	
3		**0%**	**No**	**No**		**Resourcing**	**1 day**	**Mon 1/8/24**	**Mon 1/8/24**		**NA**	
5		**0%**	**No**	**No**	**dates to shift based on actual scheduling**	**Analysis & Planning**	**10 days**	**Mon 1/8/24**	**Fri 1/19/24**		**NA**	
6		0%	No	No		Internal Project Kick Off	1 hr	Mon 1/8/24	Mon 1/8/24		NA	PM,Functional Area Leads
7		0%	No	No		External Project Kick Off	1 hr	Wed 1/10/24	Wed 1/10/24	6FS+2 da	NA	PM,AM,Functional Area Leads
8		0%	No	No		Establish re-occurring meetings and protocols Internal	0.25 hrs	Wed 1/10/24	Wed 1/10/24	7	NA	
9		0%	No	No		Establish re-occurring meetings and protocols W/Client	0.25 hrs	Wed 1/10/24	Wed 1/10/24	7	NA	
10		**0%**	**No**	**No**	**If client is using Vision for assessment**	**Vision**	**1 day**	**Fri 1/12/24**	**Mon 1/15/24**		**NA**	
11		0%	No	No		Vision Demo with client	1 day	Fri 1/12/24	Mon 1/15/24	7FS+2 da	NA	PM,Functional Area Leads
12		**0%**	**No**	**Yes**		**Current Process Review / Proposed Statement of Work/Scope**	**5.38 days**	**Mon 1/8/24**	**Mon 1/15/24**		**NA**	
13		0%	No	No		Review with client current process and what is working well and what can Rising offer to benefit	1 day	Fri 1/12/24	Mon 1/15/24	7FS+2 days	NA	PM,Functional Area Leads
14		**0%**	**No**	**No**		**Process Review Conversation**	**1 hr**	**Mon 1/8/24**	**Mon 1/8/24**		**NA**	
15		**0%**	**No**	**No**	**Based on SOW/Scope**	**Call w/Networks**	**0.13 days**	**Mon 1/15/24**	**Mon 1/15/24**		**NA**	PM,Functional Area Leads
16		**0%**	**No**	**No**		**Network Requirements**	**1 hr**	**Mon 1/15/24**	**Mon 1/15/24**	**13**	**NA**	
17		**0%**	**No**	**Yes**		**Identify client Direct Ancillary/PPO Contracts/Agreements**	**0 hrs**	**Mon 1/15/24**	**Mon 1/15/24**		**NA**	
18		**0%**	**No**	**Yes**		**Identify client direct provider contracts/agreements**	**0 hrs**	**Mon 1/15/24**	**Mon 1/15/24**		**NA**	
19		**0%**	**No**	**Yes**		**Identify MCO**	**0 hrs**	**Mon 1/15/24**	**Mon 1/15/24**		**NA**	
20		**0%**	**No**	**No**	**Based on SOW/Scope**	**Call w/Care Management**	**0.13 days**	**Mon 1/15/24**	**Mon 1/15/24**		**NA**	PM,Functional Area Leads
21		**0%**	**No**	**No**		**Care Management**	**1 hr**	**Mon 1/15/24**	**Mon 1/15/24**	**13**	**NA**	
22		**0%**	**No**	**Yes**		**UR Requirements**	**0 hrs**	**Mon 1/15/24**	**Mon 1/15/24**		**NA**	
23		**0%**	**No**	**Yes**		**Telephonic Case Management Requirements**	**0 hrs**	**Mon 1/15/24**	**Mon 1/15/24**		**NA**	
24		**0%**	**No**	**Yes**		**Field Case Management Requirements**	**0 hrs**	**Mon 1/15/24**	**Mon 1/15/24**		**NA**	
25		**0%**	**No**	**Yes**		**MSA - Post Settlement Services**	**0 hrs**	**Mon 1/15/24**	**Mon 1/15/24**		**NA**	
26		**0%**	**No**	**Yes**		**CMS Section 111 Reporting**	**0 hrs**	**Mon 1/15/24**	**Mon 1/15/24**		**NA**	
27		**0%**	**No**	**Yes**		**Rising Ultimate**	**0 hrs**	**Mon 1/15/24**	**Mon 1/15/24**		**NA**	
28		**0%**	**No**	**Yes**		**Ancillary Services (Rising Market Place)**	**0 hrs**	**Mon 1/15/24**	**Mon 1/15/24**		**NA**	
29		**0%**	**No**	**Yes**		**Other**	**0 hrs**	**Mon 1/15/24**	**Mon 1/15/24**		**NA**	
30		**0%**	**No**	**Yes**		**Call w/Account Management /Operation (high level)**	**0 hrs**	**Mon 1/8/24**	**Mon 1/8/24**		**NA**	
31		0%	No	No		Rising to update SOW/Scope	2 days	Mon 1/8/24	Tue 1/9/24		NA	
32		0%	No	Yes		Review Final SOW with client to move forward	1 hr	Wed 1/10/24	Wed 1/10/24	31	NA	PM,Functional Area Leads
33		0%	No	Yes		Approval to move forward	1 day	Wed 1/10/24	Thu 1/11/24	32	NA	PM,Functional Area Leads
34		**0%**	**No**	**Yes**		**Requirements Gathering**	**9.63 days**	**Thu 1/11/24**	**Wed 1/24/24**	**33**	**NA**	
35		**0%**	**No**	**No**		**General**	**0.06 days**	**Thu 1/11/24**	**Thu 1/11/24**		**NA**	**Analyst,PM**
36		0%	No	No		General Processing Kick Off	0.25 hrs	Thu 1/11/24	Thu 1/11/24		NA	Analyst,PM
37		0%	No	No		General process discussion / Start of weekly calls w/Client	0.5 hrs	Thu 1/11/24	Thu 1/11/24		NA	Analyst,PM
38		**0%**	**No**	**Yes**		**Operational/Business Requirements - The data elements listed with zero days under this heading are data elements that are captured and are tied to development/configuration tasks and are covered in detail during the Operations/Business call(s)**	**9.5 days**	**Thu 1/11/24**	**Wed 1/24/24**		**NA**	
39		0%	No	No		Call 1 w/Rising & Client Operations/Business	1 hr	Thu 1/11/24	Thu 1/11/24		NA	
40		0%	No	No		Call 2 w/Rising & Client Operations/Business	1 hr	Tue 1/16/24	Tue 1/16/24	39FS+3 c	NA	
41		0%	No	No		Call 3 w/Rising & Client Operations/Business	1 hr	Fri 1/19/24	Fri 1/19/24	40FS+3 c	NA	
42		0%	No	No		Call 4 w/Rising & Client Operations/Business	1 hr	Wed 1/24/24	Wed 1/24/24	41FS+3 c	NA	
43		**0%**	**No**	**No**		**Identify Operational Processing Requirements (see BRD for details)**	**0 days**	**Thu 1/11/24**	**Thu 1/11/24**		**NA**	
44		0%	No	No		Review operational requirements w/client Operational teams	0 hrs	Thu 1/11/24	Thu 1/11/24		NA	Analyst,PM

Subject to change based on: discovery time, platform & actual TAT

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ID	Task Mode	% Compl	Does this apply to the Project	Milestone	Notes	Task Name	Duration	Start	Finish	Predeces	Actual Finish	Resource Names
45		0%	No	No		Identify Processing Rules	0 days	Thu 1/11/24	Thu 1/11/24		NA	Analyst,PM
46		0%	No	No		Document and file request for Processing Rules	0 hrs	Thu 1/11/24	Thu 1/11/24		NA	Analyst,PM
47		0%	No	No		Identify SBR and/or Negotiation Rules	0 days	Thu 1/11/24	Thu 1/11/24		NA	Analyst,PM
48		0%	No	No		Document and file request for Processing Rules	0 hrs	Thu 1/11/24	Thu 1/11/24		NA	Analyst,PM
49		**0%**	**No**	**No**		**Identify Account Structure (Parent /Child)**	**0 days**	**Thu 1/11/24**	**Thu 1/11/24**		**NA**	
50		0%	No	No		Identification Completed	0 hrs	Thu 1/11/24	Thu 1/11/24		NA	Analyst,PM
51		**0%**	**No**	**No**		**EBilling**	**0 days**	**Thu 1/11/24**	**Thu 1/11/24**		**NA**	**Operations**
52		**0%**	**No**	**No**		**Clearing House (i.e. Data Dimensions, Smart Data Solutions, Jopari, etc.)**	**0 days**	**Thu 1/11/24**	**Thu 1/11/24**		**NA**	**Operations**
53		0%	No	No		Identify the clearing house vendor	0 days	Thu 1/11/24	Thu 1/11/24		NA	
54		0%	No	No		Identify the client structure	0 days	Thu 1/11/24	Thu 1/11/24		NA	
55		0%	No	No		Payer ID =	0 days	Thu 1/11/24	Thu 1/11/24		NA	
56		**0%**	**No**	**No**		**VISION**	**2.03 days**	**Thu 1/11/24**	**Mon 1/15/24**		**NA**	**BA,ProfSvcs,PM**
57		**0%**	**No**	**No**		**Define Vision User Set Up Requirements**	**2 days**	**Thu 1/11/24**	**Mon 1/15/24**		**NA**	**ProfSvcs**
58		0%	No	No		Define Vision User Set Up Requirements	2 days	Thu 1/11/24	Mon 1/15/24		NA	ProfSvcs
59		0%	No	Yes		Vision Requirements Finalized	0 days	Mon 1/15/24	Mon 1/15/24	58	NA	PM
60		**0%**	**No**	**No**		**Pay Codes**	**0 days**	**Thu 1/11/24**	**Thu 1/11/24**		**NA**	
61		0%	No	No		Obtain internally updated Pay code/Treatment class/category list	0 hrs	Thu 1/11/24	Thu 1/11/24		NA	PM,ProfSvcs,TechOps
62		0%	No	No		Rising provide Pay Codes to << Client>> for cross-walk	0 hrs	Thu 1/11/24	Thu 1/11/24	61	NA	PM
63		0%	No	No		<< Client>> review and provide cross-walk	0 days	Thu 1/11/24	Thu 1/11/24	62	NA	
64		**0%**	**No**	**No**		**Denial Codes**	**2.03 days**	**Thu 1/11/24**	**Mon 1/15/24**		**NA**	
65		0%	No	No		Obtain internally updated denial codes list	0 hrs	Thu 1/11/24	Thu 1/11/24		NA	PM,ProfSvcs,TechOps
66		0%	No	No		Rising provide Denial Codes to << Client>> for cross-walk	0.25 hrs	Thu 1/11/24	Thu 1/11/24	65	NA	PM
67		0%	No	No		<< Client>> review and provide cross-walk	2 days	Thu 1/11/24	Mon 1/15/24	66	NA	
68		**0%**	**No**	**No**		**Mailroom Services**	**0.13 days**	**Thu 1/11/24**	**Thu 1/11/24**		**NA**	
69		**0%**	**No**	**No**		**Rising is not the mail room**	**0 days**	**Thu 1/11/24**	**Thu 1/11/24**		**NA**	
70		0%	No	No		determine volume	0 days	Thu 1/11/24	Thu 1/11/24		NA	Operations
71		0%	No	No		Determine process	0.03 hrs	Thu 1/11/24	Thu 1/11/24		NA	
72		**0%**	**No**	**No**		**Rising = Mailroom, PO Box**	**0.13 days**	**Thu 1/11/24**	**Thu 1/11/24**		**NA**	
73		0%	No	Yes		Set up ~<< Volume>> per month	0 days	Thu 1/11/24	Thu 1/11/24		NA	Operations
74		0%	No	No		Provide information to client and internally	1 hr	Thu 1/11/24	Thu 1/11/24		NA	
75		**0%**	**No**	**No**		**Provider Letter - advise move to Rising**	**0 days**	**Thu 1/11/24**	**Thu 1/11/24**		**NA**	
76		**0%**	**No**	**No**		**Provider Letter - who will generate**	**0 days**	**Thu 1/11/24**	**Thu 1/11/24**		**NA**	
77		**0%**	**No**	**No**		**Provider Letter - Client to generate**	**0 days**	**Thu 1/11/24**	**Thu 1/11/24**		**NA**	
78		**0%**	**No**	**No**		**Provider Letter - Rising to generate**	**0 days**	**Thu 1/11/24**	**Thu 1/11/24**		**NA**	
79		**0%**	**No**	**Yes**		**Finance Requirements - The data elements listed with zero days under this heading are data elements that are captured and are tied to development/configuration tasks and are covered in detail during the Finance call(s)**	**0.13 days**	**Thu 1/11/24**	**Thu 1/11/24**	**33**	**NA**	
80		0%	No	No		Finance Client/Rising meeting for requirements	1 hr	Thu 1/11/24	Thu 1/11/24		NA	
81		0%	No	No		Payments -Determine payment requirements from client	0 days	Thu 1/11/24	Thu 1/11/24		NA	
82		**0%**	**No**	**No**		**Non - RPP**	**0 days**	**Thu 1/11/24**	**Thu 1/11/24**		**NA**	
83		0%	No	No		Non RPP Requirements	0 hrs	Thu 1/11/24	Thu 1/11/24		NA	
84		**0%**	**No**	**No**		**RPP**	**0 days**	**Thu 1/11/24**	**Thu 1/11/24**		**NA**	
85		0%	No	No		RPP Requirements	0 hrs	Thu 1/11/24	Thu 1/11/24		NA	
86		0%	No	No		RPP Requirements - Response from << Client>>	0 hrs	Thu 1/11/24	Thu 1/11/24		NA	
87		**0%**	**No**	**Yes**		**Reporting Requirements - The data elements listed with zero days under this heading are data elements that are captured and are tied to development/configuration tasks and are covered in detail during the Reporting call(s)**	**0.13 days**	**Thu 1/11/24**	**Thu 1/11/24**	**33**	**NA**	
88		0%	No	No		Reporting Client/Rising meeting for requirements	1 hr	Thu 1/11/24	Thu 1/11/24		NA	

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ID	Task Mode	% Compl	Does this apply to the Project	Milestone	Notes	Task Name	Duration	Start	Finish	Predeces	Actual Finish	Resource Names
89		**0%**	**No**	**No**		**Reporting Requirements**	**0 days**	**Thu 1/11/24**	**Thu 1/11/24**		**NA**	
90		**0%**	**No**	**No**		**State Reporting needed?**	**0 days**	**Thu 1/11/24**	**Thu 1/11/24**		**NA**	
91		**0%**	**No**	**No**		**Compliance Reporting (i.e. NCCI ..)**	**0 days**	**Thu 1/11/24**	**Thu 1/11/24**		**NA**	
92		**0%**	**No**	**No**		**Custom Reporting**	**0 days**	**Thu 1/11/24**	**Thu 1/11/24**		**NA**	
93		**0%**	**No**	**Yes**		**Technical Requirements - The data elements listed with zero days under this heading are data elements that are captured and are tied to development/configuration tasks and are covered in detail during the Technical call(s)**	**4.38 days**	**Thu 1/11/24**	**Wed 1/17/24**		**NA**	
94		0%	No	No		Call 1 w/Rising & Client Technical/Business	1 hr	Thu 1/11/24	Thu 1/11/24		NA	
95		0%	No	No		Call 2 w/Rising & Client Technical/Business	1 hr	Fri 1/12/24	Fri 1/12/24	94FS+1 d	NA	
96		**0%**	**No**	**No**		**Call 3 w/Rising & Client Technical/Business**	**1 hr**	**Mon 1/15/24**	**Mon 1/15/24**	**95FS+1 d**	**NA**	
97		**0%**	**No**	**No**		**Technical Requirements**	**2 days**	**Mon 1/15/24**	**Wed 1/17/24**	**96**	**NA**	
98		**0%**	**No**	**No**		**Identify Data Exchange Platform Layout**	**0 days**	**Mon 1/15/24**	**Mon 1/15/24**		**NA**	
99		0%	No	Yes		Existing platform or new	0 hrs	Mon 1/15/24	Mon 1/15/24		NA	Analyst,PM
100		**0%**	**No**	**No**		**Identify Data Exchange Format and Layouts**	**0 days**	**Mon 1/15/24**	**Mon 1/15/24**		**NA**	
101		0%	No	Yes		API, SFTP // format CVS, XML, Other	0 hrs	Mon 1/15/24	Mon 1/15/24		NA	Analyst,PM
102		**0%**	**No**	**No**		**SFTP Configuration/Set Up**	**0 days**	**Mon 1/15/24**	**Mon 1/15/24**		**NA**	
103		**0%**	**No**	**No**		**<< Client>>**	**0 days**	**Mon 1/15/24**	**Mon 1/15/24**		**NA**	
104		0%	No	Yes		<< Client>> to gather requirements	0 days	Mon 1/15/24	Mon 1/15/24		NA	
105		0%	No	Yes		<< Client>> to provide Data Transmission Form w/details for set up	0 days	Mon 1/15/24	Mon 1/15/24		NA	
106		**0%**	**No**	**No**		**API Configuration/Set Up**	**0 days**	**Mon 1/15/24**	**Mon 1/15/24**		**NA**	
107		**0%**	**No**	**No**		**<< Client>>**	**0 days**	**Mon 1/15/24**	**Mon 1/15/24**		**NA**	
108		0%	No	Yes		<< Client>> to gather requirements	0 days	Mon 1/15/24	Mon 1/15/24		NA	
109		0%	No	Yes		<< Client>> to provide Data Transmission Form w/details for set up	0 days	Mon 1/15/24	Mon 1/15/24		NA	
110		0%	No	No		Claims	0 days	Mon 1/15/24	Mon 1/15/24		NA	Analyst,PM
111		0%	No	Yes		Identify who the claim data will be submitted by	0 days	Mon 1/15/24	Mon 1/15/24		NA	Analyst,PM
112		0%	No	Yes		Claims- Determine Claim Intake process	0 days	Mon 1/15/24	Mon 1/15/24		NA	
113		0%	No	Yes		Claims - Obtain specification/layout	0 days	Mon 1/15/24	Mon 1/15/24		NA	Analyst,PM
114		0%	No	Yes		Claims -Obtain sample file(s)	0 days	Mon 1/15/24	Mon 1/15/24		NA	Analyst,PM
115		0%	No	No		Bills	0 days	Mon 1/15/24	Mon 1/15/24		NA	
116		0%	No	Yes		Identify who the bill data will be submitted by	0 days	Mon 1/15/24	Mon 1/15/24		NA	Analyst,PM
117		0%	No	Yes		Bills - Determine Bill Intake process	0 days	Mon 1/15/24	Mon 1/15/24		NA	
118		0%	No	No		Bill History	0.5 days	Mon 1/15/24	Mon 1/15/24		NA	
119		0%	No	No		Bill History - Obtain specification/layout	0.5 days	Mon 1/15/24	Mon 1/15/24		NA	
120		0%	No	No		Bill History - Obtain sample file(s)	0.5 days	Mon 1/15/24	Mon 1/15/24		NA	
121		0%	No	No		Providers	2 days	Mon 1/15/24	Wed 1/17/24		NA	
122		0%	No	No		Identify if the client will be needing to supply Rising with a Provider file	0 days	Mon 1/15/24	Mon 1/15/24		NA	
123		0%	No	No		Provider File Layout - Rising to provide rec layout	0.5 hrs	Mon 1/15/24	Mon 1/15/24		NA	Developer,QA
124		0%	No	No		Providers - Obtain provider specification from Client, including sample files	2 days	Mon 1/15/24	Wed 1/17/24		NA	
125		0%	No	No		Providers - Obtain provider sample file(s)	2 days	Mon 1/15/24	Wed 1/17/24		NA	
126		0%	No	No		EORs	2 days	Mon 1/15/24	Wed 1/17/24		NA	
127		0%	No	Yes		EORs - Obtain EOR data requirements from client	0 days	Mon 1/15/24	Mon 1/15/24		NA	
128		0%	No	No		EORs - Obtain EOR data sample(s)	2 days	Mon 1/15/24	Wed 1/17/24		NA	
129		0%	No	No		Ancillary Networks - Determine Ancillary (PBM, PT, DME, etc.) requirements, including sample files	1 day	Mon 1/15/24	Tue 1/16/24		NA	
130		**0%**	**No**	**Yes**		**Network Requirements/Stacks**	**0.13 days**	**Wed 1/24/24**	**Wed 1/24/24**	**41,42**	**NA**	
131		**0%**	**No**	**No**		**Requirements to support client Network/Ancillary**	**1 hr**	**Wed 1/24/24**	**Wed 1/24/24**		**NA**	
132		**0%**	**No**	**Yes**		**Care Management Requirements**	**0.13 days**	**Wed 1/24/24**	**Wed 1/24/24**	**41,42**	**NA**	
133		**0%**	**No**	**No**		**Requirements to support Care Management Offerings**	**1 hr**	**Wed 1/24/24**	**Wed 1/24/24**		**NA**	

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ID	Task Mode	% Compl	Does this apply to the Project	Milestone	Notes	Task Name	Duration	Start	Finish	Predeces	Actual Finish	Resource Names
134		0%	No	No		Stage 1 - Requirements completed	1 hr	Wed 1/24/24	Wed 1/24/24	41,42	NA	Analyst,PM
135		**0%**	**No**	**Yes**		**Stage 2 - Development/Configuration Set up**	**50.38 days**	**Wed 1/24/24**	**Thu 4/4/24**	**134**	**NA**	
136		**0%**	**No**	**No**		**Mailroom Services**	**0 days**	**Wed 3/20/24**	**Wed 3/20/24**		**NA**	
137		**0%**	**No**	**No**		**Rising = Mailroom, PO Box**	**0 days**	**Wed 3/20/24**	**Wed 3/20/24**		**NA**	
138		0%	No	No		Set up ~<< Volume>> per month	0 days	Wed 3/20/24	Wed 3/20/24	292FS-3(	NA	Operations
139		0%	No	No		Provide information to client and internally	0 hrs	Wed 3/20/24	Wed 3/20/24	138	NA	
140		**0%**	**No**	**No**	**This only applies if Rising is performing the mailing**	**Provider Letter**	**40.5 days**	**Wed 1/24/24**	**Thu 3/21/24**		**NA**	
141		**0%**	**No**	**No**		**Provider Letter - Rising to generate**	**40.5 days**	**Wed 1/24/24**	**Thu 3/21/24**		**NA**	
142		0%	No	No		Provider Listing from << Client>> for mailing	1 day	Wed 1/24/24	Thu 1/25/24		NA	Account Management
143		0%	No	No		Draft - Provider letter from Rising	1 day	Wed 1/24/24	Thu 1/25/24		NA	Account Management
144		0%	No	No		Provider letter draft approved by << Client>>	1 day	Wed 1/24/24	Thu 1/25/24		NA	
145		0%	No	No		Provider Letter Mailing	1 day	Wed 3/20/24	Thu 3/21/24	292FS-3(	NA	Account Management
146		**0%**	**No**	**No**		**EBilling**	**1 day**	**Wed 1/24/24**	**Thu 1/25/24**		**NA**	**Operations**
147		**0%**	**No**	**No**		**Set up w/Clearing House (i.e. Data Dimensions, Smart Data Solutions, Jopari, etc.)**	**1 day**	**Wed 1/24/24**	**Thu 1/25/24**		**NA**	**Operations**
148		0%	No	No		Provide client structure / Step up to clearing house for connection with Rising	1 day	Wed 1/24/24	Thu 1/25/24		NA	
149		0%	No	No		Payer ID =	0 days	Wed 1/24/24	Wed 1/24/24		NA	
150		0%	No	No		Set up complete	1 hr	Wed 1/24/24	Wed 1/24/24		NA	
151		**0%**	**No**	**No**	**This only applies if a client is electing RPP & runs concurrently during other efforts ...**	**RPP Account Structure**	**30 days**	**Thu 2/22/24**	**Thu 4/4/24**	**86FS+30 days**	**NA**	
152		**0%**	**No**	**No**		**Finance**	**30 days**	**Thu 2/22/24**	**Thu 4/4/24**		**NA**	**Finance**
153		0%	No	No		Set-Up w/Banking (CBIC)	30 days	Thu 2/22/24	Thu 4/4/24		NA	Finance
154		0%	No	No		Rising to provide for accounts we need to pull funding from	1 hr	Thu 2/22/24	Thu 2/22/24		NA	PM
155		0%	No	No		<< Client>> to can complete this form for both accounts we need to pull funding from	1 day	Thu 2/22/24	Fri 2/23/24		NA	
156		0%	No	No		Completed Account Forms provided to Rising Finance	1 day	Fri 2/23/24	Mon 2/26/24	155,163	NA	
157		0%	No	No		Rising Configure for Accounts based on form from << Client>>	1 day	Mon 2/26/24	Tue 2/27/24	156	NA	Finance
158		**0%**	**No**	**No**		**Professional Services / Technical**	**1 day**	**Thu 2/22/24**	**Fri 2/23/24**		**NA**	**Finance**
159		0%	No	No		Configure tables - RPP information	1 day	Thu 2/22/24	Fri 2/23/24		NA	Finance
160		0%	No	No		RRP Jobs - PCF FTP Funding	1 day	Thu 2/22/24	Fri 2/23/24		NA	PM
161		0%	No	No		Funding Jobs	1 day	Thu 2/22/24	Fri 2/23/24		NA	PM
162		0%	No	No		QA Test - not full scenario, full scenario is done during user acceptance testing	1 day	Thu 2/22/24	Fri 2/23/24		NA	PM
163		0%	No	No		Confirm complete	1 day	Thu 2/22/24	Fri 2/23/24		NA	
164		**0%**	**No**	**No**		**Create Account Structure**	**3 days**	**Wed 1/24/24**	**Mon 1/29/24**		**NA**	
165		0%	No	No		Set up Bill Review System Accounts	1 day	Wed 1/24/24	Thu 1/25/24		NA	TechOps,QA,Systems Analyst
166		0%	No	No		Set up BRAC tables	1 day	Wed 1/24/24	Thu 1/25/24		NA	TechOps
167		0%	No	No		Order Loader	0.5 days	Thu 1/25/24	Fri 1/26/24	166	NA	TechOps,Systems Analyst,BA,P
168		0%	No	No		Unit Test	1 day	Fri 1/26/24	Mon 1/29/24	167	NA	TechOps,Systems Analyst,BA,P
169		0%	No	No		Defect Resolution	2 days	Wed 1/24/24	Fri 1/26/24		NA	TechOps,Systems Analyst,QA,E
170		0%	No	No		Create Testing Structure	3 days	Wed 1/24/24	Mon 1/29/24		NA	
171		0%	No	No		Establish Test Plan	1 day	Wed 1/24/24	Thu 1/25/24		NA	ProfSvcs,QA,Systems Analyst,C
172		0%	No	No		Establish Quality Assurance Plan	2 days	Thu 1/25/24	Mon 1/29/24	171	NA	ProfSvcs,QA,Systems Analyst,C
173		0%	No	No		Confirm Completed	0.75 days	Wed 1/24/24	Thu 1/25/24		NA	TechOps,PM
174		**0%**	**No**	**No**		**Processing Rules**	**0.75 days**	**Wed 1/24/24**	**Thu 1/25/24**		**NA**	
175		0%	No	No		Create Processing Rules	0.75 days	Wed 1/24/24	Thu 1/25/24		NA	TechOps,PM
176		0%	No	No		Confirm Completed	0.75 days	Wed 1/24/24	Thu 1/25/24		NA	TechOps,PM
177		**0%**	**No**	**No**		**Specialty Bill Review (SBR) and/or Negotiation Rules**	**0 days**	**Wed 1/24/24**	**Wed 1/24/24**		**NA**	**ProfSvcs,TechOps,Ops**

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178		0%	No	No		Setup rules	0 days	Wed 1/24/24	Wed 1/24/24		NA	Tech,Ops
179		0%	No	No		Create Pay Code/ Treatment Class/Category Crosswalk	6.58 days	Wed 1/24/24	Fri 2/2/24		NA	TechOps
180		0%	No	No		Configure pay code/treatment class	1 day	Wed 1/24/24	Fri 2/2/24		NA	TechOps,PM
181		0%	No	No		Configure pay code/treatment class	1 day	Wed 1/24/24	Fri 2/2/24		NA	TechOps,PM
182		0%	No	No		Confirm set up of Pay code - Treatment Class/Category	1 hr	Wed 1/24/24	Wed 1/24/24		NA	TechOps,PM
183		**0%**	**No**	**Yes**	**This will expand based on the client needs**	**Network Requirements/Stacks**	**5 days**	**Wed 1/24/24**	**Wed 1/31/24**		**NA**	
184		0%	No	No		Development	1 day	Wed 1/24/24	Thu 1/25/24		NA	Developer
185		0%	No	No		Unit Test	1 day	Thu 1/25/24	Fri 1/26/24	184	NA	Developer
186		0%	No	No		Integration & System Testing	2 days	Fri 1/26/24	Tue 1/30/24	185	NA	QA
187		0%	No	No		Defect Resolution	1 day	Tue 1/30/24	Wed 1/31/24	186	NA	QA,Developer
188		**0%**	**No**	**Yes**	**This will expand based on the client election of services/offerings**	**Care Management Requirements**	**5 days**	**Wed 1/24/24**	**Wed 1/31/24**		**NA**	
189		0%	No	No		Development	1 day	Wed 1/24/24	Thu 1/25/24		NA	Developer
190		0%	No	No		Unit Test	1 day	Thu 1/25/24	Fri 1/26/24	189	NA	Developer
191		0%	No	No		Integration & System Testing	2 days	Fri 1/26/24	Tue 1/30/24	190	NA	QA
192		0%	No	No		Defect Resolution	1 day	Tue 1/30/24	Wed 1/31/24	191	NA	QA,Developer
193		**0%**	**No**	**Yes**		**SFTP Configuration/Set Up**	**0.25 days**	**Wed 1/24/24**	**Wed 1/24/24**		**NA**	
194		**0%**	**No**	**No**		**Rising**	**0.25 days**	**Wed 1/24/24**	**Wed 1/24/24**		**NA**	**TechOps,PM,ProfSvcs**
195		0%	No	No		SFTP Set Up for Prod and UAT Servers	0.25 days	Wed 1/24/24	Wed 1/24/24		NA	TechOps,PM,ProfSvcs
196		0%	No	No		Set Up << Client>> based on Data Transmission Form	0.25 days	Wed 1/24/24	Wed 1/24/24		NA	TechOps,PM,ProfSvcs
197		0%	No	No		confirm Rising SFTP is ready	0.25 days	Wed 1/24/24	Wed 1/24/24		NA	TechOps,PM,ProfSvcs
198		0%	No	No		<< Client>>/ Rising end to end testing	0.25 days	Wed 1/24/24	Wed 1/24/24		NA	TechOps,PM,ProfSvcs
199		**0%**	**No**	**Yes**		**VISION**	**2 days**	**Wed 1/24/24**	**Fri 1/26/24**		**NA**	**BA,ProfSvcs,PM**
200		**0%**	**No**	**No**		**Configuration of Vision for client**	**2 days**	**Wed 1/24/24**	**Fri 1/26/24**		**NA**	
201		0%	No	No		Approved Users and Codes Provided To Tech Ops	1 day	Wed 1/24/24	Thu 1/25/24		NA	PM
202		0%	No	No		Create Client Configurations	1 day	Wed 1/24/24	Thu 1/25/24		NA	TechOps
203		0%	No	No		Create denial codes/reasons	1 day	Wed 1/24/24	Thu 1/25/24		NA	ProfSvcs,TechOps,Ops
204		0%	No	No		Configuration Complete	1 day	Thu 1/25/24	Fri 1/26/24	202,201,	NA	ProfSvcs,TechOps,Ops
205		**0%**	**No**	**Yes**		**Claim File**	**20 days**	**Wed 1/24/24**	**Wed 2/21/24**		**NA**	
206		0%	No	No	dependent on specs	Rising to Provide Specs (XML)	1 hr	Wed 1/24/24	Wed 1/24/24		NA	Developer
207		**0%**	**No**	**No**		**Development - Mapping, Workflow, FTP**	**20 days**	**Wed 1/24/24**	**Wed 2/21/24**		**NA**	**Developer**
208		0%	No	No	3-5 dys if not Rising spec	<< Client>> to develop to Rising spec	17 days	Wed 1/24/24	Wed 2/21/24		NA	Developer
209		0%	No	No		Rising to confirm receipt and in process	1 hr	Wed 1/24/24	Wed 1/24/24		NA	Developer,QA
210		0%	No	No		QA / Unit Test (QA Team review)	4 days	Wed 1/24/24	Tue 1/30/24	209	NA	Developer,QA
211		0%	No	No		Defect Resolution (client and rising side)	3 days	Tue 1/30/24	Fri 2/2/24	210	NA	Developer
212		0%	No	No		Obtain Claim History Extract from Client	1 day	Fri 2/2/24	Mon 2/5/24	211	NA	Developer,BA,PM
213		**0%**	**No**	**Yes**		**Bill History -<< Prior Vendor >>**	**8.63 days**	**Wed 1/24/24**	**Tue 2/6/24**		**NA**	
214		0%	No	No		Request Layout and Sample	7 days	Wed 1/24/24	Fri 2/2/24		NA	PM
215		0%	No	No		SFTP set up for exchange of data	3.5 days	Wed 1/24/24	Tue 1/30/24		NA	QA
216		0%	No	No		Premier Provide Sample and layout	1 hr	Tue 1/30/24	Tue 1/30/24	215	NA	QA
217		0%	No	No		1st attempt - Review Layout and Sample	4 days	Tue 1/30/24	Mon 2/5/24	216	NA	QA
218		0%	No	No		Approval	1 day	Mon 2/5/24	Tue 2/6/24	216,217	NA	QA
219		**0%**	**No**	**Yes**		**Bill**	**12 days**	**Wed 1/24/24**	**Fri 2/9/24**		**NA**	
220		0%	No	No		Development/Workflow - FTP, KFI	4 days	Wed 1/24/24	Tue 1/30/24		NA	Developer,TechOps
221		0%	No	No		QA / Unit Test (QA Team review)	4 days	Tue 1/30/24	Mon 2/5/24	220	NA	QA
222		0%	No	No		Defect Resolution	2 days	Mon 2/5/24	Wed 2/7/24	221	NA	Developer

Subject to change based on: discovery time, platform & actual TAT

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ID		Task Mode	% Compl	Does this apply to the Project	Milestone	Notes	Task Name	Duration	Start	Finish	Predeces	Actual Finish	Resource Names	S
223			0%	No	No		Load Historical Bills	2 days	Wed 2/7/24	Fri 2/9/24	222	NA	ProfSvcs	
224			**0%**	**No**	**Yes**		**Provider File from << Client>>**	**14 days**	**Wed 1/24/24**	**Tue 2/13/24**		**NA**		
225			0%	No	No		Development	4 days	Wed 1/24/24	Tue 1/30/24	123	NA	Developer,QA	
226			0%	No	No		Unit Test	4 days	Tue 1/30/24	Mon 2/5/24	225	NA	QA	
227			0%	No	No		Integration & System Testing	4 days	Mon 2/5/24	Fri 2/9/24	226	NA	Developer,QA	
228			0%	No	No		Defect Resolution	2 days	Fri 2/9/24	Tue 2/13/24	227	NA	Developer	
229			**0%**	**No**	**Yes**		**EOR**	**28 days**	**Wed 1/24/24**	**Mon 3/4/24**		**NA**		
230			0%	No	No		Rising to provide feedback on EOR configuration	2 hrs	Wed 1/24/24	Wed 1/24/24		NA	Developer	
231			0%	No	No		<< Client>> to provide requirements to Rising for EOR data & image file(s)	16 days	Wed 1/24/24	Thu 2/15/24		NA	Developer	
232			0%	No	No		Pay code response verification for client	16 days	Wed 1/24/24	Thu 2/15/24		NA	Developer	
233			0%	No	No		Rising Development - Setup, EOR Image Processor, FTP	4 days	Thu 2/15/24	Wed 2/21/24	231	NA	Developer	
234			0%	No	No		QA / Unit Test (QA Team review)	1 day	Wed 2/21/24	Thu 2/22/24	232,233	NA	Developer,QA	
235			0%	No	No		Integration & System Testing	4 days	Thu 2/22/24	Wed 2/28/24	234	NA	QA	
236			0%	No	No		Defect Resolution	3 days	Wed 2/28/24	Mon 3/4/24	235	NA	Developer	
237			**0%**	**No**	**Yes**	**For RPP Clients**	**Payment Confirmation File**	**5.03 days**	**Mon 3/4/24**	**Mon 3/11/24**		**NA**		
238			**0%**	**No**	**No**		**Discovery for << Client>>**	**0.03 days**	**Mon 3/4/24**	**Mon 3/4/24**	**236**	**NA**	**Developer**	
239			0%	No	No		Rising provide XML for Payment Confirmation File	0.25 hrs	Mon 3/4/24	Mon 3/4/24		NA	Developer	
240			0%	No	No		Development - Workflow, Mapping, FTP	2 days	Tue 3/5/24	Thu 3/7/24	241	NA	Developer	
241			0%	No	No		<< Client>> to provide sample file	1 day	Mon 3/4/24	Tue 3/5/24	239	NA	Developer	
242			0%	No	No		QA / Unit Test (QA Team review)	1 day	Thu 3/7/24	Fri 3/8/24	240	NA	Developer,QA	
243			0%	No	No		Defect Resolution	1 day	Fri 3/8/24	Mon 3/11/24	242	NA	Developer	
244			**0%**	**No**	**Yes**		**Payment - Non RPP for << Client>>**	**3 days**	**Mon 3/4/24**	**Thu 3/7/24**	**237SS**	**NA**		
245			0%	No	No		<< Client>> to confirm layout and provide sample file	1 day	Mon 3/4/24	Tue 3/5/24		NA	Developer	
246			0%	No	No		Development - Workflow, Mapping, FTP	2 days	Tue 3/5/24	Thu 3/7/24	245	NA	Developer	
247			0%	No	No		QA / Unit Test (QA Team review)	1 day	Mon 3/4/24	Tue 3/5/24		NA	Developer,QA	
248			0%	No	No		Defect Resolution	1 day	Tue 3/5/24	Wed 3/6/24	247	NA	Developer	
249			0%	No	Yes		Stage 2 - Finalized approved to move to User/Client Testing	1 hr	Tue 3/5/24	Tue 3/5/24	247	NA	Developer	
250			**0%**	**No**	**Yes**		**Stage 3 - User/Client Testing & Training**	**35.5 days**	**Tue 3/5/24**	**Wed 4/24/24**	**249**	**NA**		
251			**0%**	**No**	**Yes**	**This applies only if the client is electing Vision for Assessment**	**VISION TRAINING**	**2 days**	**Tue 3/5/24**	**Thu 3/7/24**		**NA**	**AM**	
252			0%	No	No		Provide Vision Training Plan/User Guide	2 days	Tue 3/5/24	Thu 3/7/24		NA	AM	
253			**0%**	**No**	**Yes**	**Testing will expand potentially based on actual testing results and identification and resolution of any defects**	**Testing**	**35.5 days**	**Tue 3/5/24**	**Wed 4/24/24**	**249**	**NA**		
254			**0%**	**No**	**No**	**remove reference to TPA - non RPP can run faster, estimate 5 days (happy Path Round)**	**User Acceptance Testing - Scenario Round 1**	**13.13 days**	**Tue 3/5/24**	**Fri 3/22/24**		**NA**		
255			0%	No	No		Testing (Claim, Bill, Provider, EOR, Payment - RPP and non for TPA, FTP)	3 days	Tue 3/5/24	Fri 3/8/24		NA		
256			0%	No	No		Defect resolution	2 days	Fri 3/8/24	Tue 3/12/24	255	NA	Ops	
257			0%	No	No		Client delivers results from testing	5 days	Tue 3/12/24	Tue 3/19/24	256	NA		
258			0%	No	No		Defect Resolution	3 days	Tue 3/19/24	Fri 3/22/24	257	NA	Ops,TechOps	
259			**0%**	**No**	**Yes**		**Testing Approved**	**0.13 days**	**Fri 3/22/24**	**Fri 3/22/24**	**258**	**NA**	**Ops,TechOps**	
260			0%	No	No		Testing Approved - << Client>>	1 hr	Fri 3/22/24	Fri 3/22/24		NA	Ops,TechOps	
261			0%	No	No		Testing Approved - Rising	1 hr	Fri 3/22/24	Fri 3/22/24		NA	Ops,TechOps	
262			**0%**	**No**	**No**	**Reconsidertions**	**User Acceptance Testing - Scenario Round 2**	**13.13 days**	**Mon 3/25/24**	**Thu 4/11/24**	**261**	**NA**		
263			0%	No	No		Testing (Claim, Bill, Provider, EOR, Payment - RPP and non for TPA, FTP)	3 days	Mon 3/25/24	Wed 3/27/24		NA		
264			0%	No	No		Defect resolution	2 days	Thu 3/28/24	Fri 3/29/24	263	NA	Ops	

Subject to change based on: discovery time, platform & actual TAT

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ID		Task Mode	% Compl	Does this apply to the Project	Milestone	Notes	Task Name	Duration	Start	Finish	Predeces	Actual Finish	Resource Names	S
265			0%	No	No		Client delivers results from testing	5 days	Mon 4/1/24	Fri 4/5/24	264		NA	
266			0%	No	No		Defect Resolution	3 days	Mon 4/8/24	Wed 4/10/24	265		NA	Ops,TechOps
267			**0%**	**No**	**Yes**		**Testing Approved**	**0.13 days**	**Thu 4/11/24**	**Thu 4/11/24**	**266**		**NA**	**Ops,TechOps**
268			0%	No	No		Testing Approved - << Client>>	1 hr	Thu 4/11/24	Thu 4/11/24	266SS		NA	Ops,TechOps
269			0%	No	No		Testing Approved - Rising	1 hr	Thu 4/11/24	Thu 4/11/24	266SS		NA	Ops,TechOps
270			**0%**	**No**	**No**	**This cycle is optional unless the client is electing RPP**	**User Acceptance Testing- Scenario Round 3**	**9.13 days**	**Thu 4/11/24**	**Wed 4/24/24**	**269**		**NA**	
271			0%	No	No		Testing (Claim, Bill, Provider, EOR, Payment - RPP and non for TPA, FTP)	2 days	Thu 4/11/24	Mon 4/15/24			NA	
272			0%	No	No		Defect resolution	1 day	Mon 4/15/24	Tue 4/16/24	271		NA	Ops
273			0%	No	No		Client delivers results from testing	5 days	Tue 4/16/24	Tue 4/23/24	272		NA	
274			0%	No	No		Defect Resolution	1 day	Tue 4/23/24	Wed 4/24/24	273		NA	Ops,TechOps
275			**0%**	**No**	**Yes**		**Testing Approved**	**0.13 days**	**Wed 4/24/24**	**Wed 4/24/24**	**274**		**NA**	**Ops,TechOps**
276			0%	No	No		Testing Approved - << Client>>	1 hr	Wed 4/24/24	Wed 4/24/24			NA	Ops,TechOps
277			0%	No	No		Testing Approved - Rising	1 hr	Wed 4/24/24	Wed 4/24/24			NA	Ops,TechOps
278			**0%**	**No**	**Yes**		**User/Client Testing Approvals**	**0.13 days**	**Wed 4/24/24**	**Wed 4/24/24**	**275**		**NA**	**Analyst,PM**
279			0%	No	No		Sign off from << Client>>	1 hr	Wed 4/24/24	Wed 4/24/24			NA	
280			0%	No	No		Sign off from Rising	1 hr	Wed 4/24/24	Wed 4/24/24			NA	Rising Team
281			0%	No	No		Testing and Development Completed	0 days	Wed 4/24/24	Wed 4/24/24			NA	Analyst,PM
282			0%	No	Yes		Phase 3 - completed and approved by all parties	0 days	Wed 4/24/24	Wed 4/24/24	277		NA	Analyst,PM
283			**0%**	**No**	**Yes**		**Stage 4- Promote to Production**	**5 days**	**Wed 4/24/24**	**Wed 5/1/24**	**282**		**NA**	
284			**0%**	**No**	**Yes**		**Deployment**	**4 days**	**Wed 4/24/24**	**Tue 4/30/24**			**NA**	
285			**0%**	**No**	**No**		**Independent Pre Go Live Tasks**	**3.5 days**	**Wed 4/24/24**	**Mon 4/29/24**	**282**		**NA**	
286			0%	No	No		Full Claim Load	1 day	Wed 4/24/24	Thu 4/25/24	282		NA	ProfSvcs
287			0%	No	No		Load Historical Bills	1 day	Thu 4/25/24	Fri 4/26/24	286		NA	ProfSvcs
288			0%	No	No		Supplemental Claim & Bill Load	0.5 days	Fri 4/26/24	Fri 4/26/24	287		NA	ProfSvcs,TechOps,Ops
289			0%	No	No		Start scanning bills into Bill Review System	0.5 days	Fri 4/26/24	Mon 4/29/24	288		NA	ProfSvcs
290			0%	No	No		Activate Vision Users	0.5 days	Mon 4/29/24	Mon 4/29/24	289		NA	
291			0%	No	No		Deployment complete/approved	0.5 days	Mon 4/29/24	Tue 4/30/24	290		NA	
292			**0%**	**No**	**Yes**	**Rising does not offically go live with clients on a Friday**	**GO LIVE**	**1 day**	**Tue 4/30/24**	**Wed 5/1/24**	**291**		**NA**	**ProfSvcs**
293			0%	No	No		GO LIVE - Activate Vision users	1 day	Tue 4/30/24	Wed 5/1/24			NA	ProfSvcs
294			0%	No	No		Verify Production	1 day	Tue 4/30/24	Wed 5/1/24			NA	QA
295			0%	No	No		On site Vision Training/Support	1 day	Tue 4/30/24	Wed 5/1/24			NA	QA
296			**0%**	**No**	**No**		**Post Production Validation and Support**	**65 days**	**Wed 5/1/24**	**Wed 7/31/24**	**294**		**NA**	**Analyst,PM**
297			0%	No	No		Post Production Validation	65 days	Wed 5/1/24	Wed 7/31/24			NA	
298			**0%**	**No**	**No**		**Supplemental/Delta Bill History File**	**4 days**	**Wed 5/1/24**	**Tue 5/7/24**			**NA**	**TechOps,QA,SysSupport,BA,P**
299			0%	No	No		Obtain from client/ vendor	2 days	Wed 5/1/24	Fri 5/3/24			NA	TechOps,QA,SysSupport,BA,PM
300			0%	No	No		Load into Rising	2 days	Fri 5/3/24	Tue 5/7/24	299		NA	TechOps,QA,SysSupport,BA,PM
301			0%	No	No		Monitor data exchange mechanisms	8 days	Wed 5/1/24	Mon 5/13/24			NA	TechOps,QA,SysSupport,BA,PM
302			0%	No	No		Monitor initial provider and fee payment processing	1 day	Wed 5/1/24	Thu 5/2/24			NA	TechOps,AM,Finance,BA,PM
303			0%	No	No		Determine if critical success factor were achieved	1 day	Mon 5/13/24	Tue 5/14/24	301,300,		NA	BA,PM
304			0%	No	No		Reports Configuration	1 day	Tue 5/14/24	Wed 5/15/24	303		NA	ProfSvcs
305			0%	No	No		Provide account support	60 days	Wed 5/1/24	Wed 7/24/24			NA	TechOps,CS,AM,Ops,BA,PM
306			0%	No	No		Review metrics on health of system	1 day	Wed 7/24/24	Thu 7/25/24	305		NA	TechOps
307			0%	No	No		Follow-up with Client to identify any process improvements	4 days	Thu 7/25/24	Wed 7/31/24	306		NA	AM,CS,Ops
308			**0%**	**No**	**No**		**FINAL - POST PROD APPROVAL**	**1 day**	**Wed 5/22/24**	**Thu 5/23/24**	**293FS+1**		**NA**	**Analyst,PM**
309			0%	No	No		Sign off from << Client>>	1 hr	Wed 5/22/24	Wed 5/22/24			NA	
310			0%	No	No		Sign off from Rising	8 hrs	Wed 5/22/24	Thu 5/23/24			NA	Rising Team

Subject to change based on: discovery time, platform & actual TAT

APPENDIX 2

SAMPLE UR DETERMINATION LETTERS AND REPORT

As referenced in response to Rising's RFP response, this appendix contains the following notices/ communications:

1. **Tennessee UR Certification (Utilization Review Notice of Approval):** Letter that can be either nurse certified or peer certified. The nurse will provide a summary and supporting guidelines for nurse certified determinations. The peer report will be attached for the peer-certified determinations.
2. **Tennessee UR Non-Certification/Modification Letter:** Indicates that the peer reviewer reviewed the request and available documentation and determined that the request was not medically necessary as requested. Based on their expertise, the peer reviewer will either modify the request (for example, reduce physician therapy visits from original request) or non-certify the request completely. If a peer-to-peer conversation is successful during the review, the peer reviewer will document a summary of the conversation in their report, which will be attached to the letter. If a peer-to-peer was not successful, the peer reviewer will document attempts.
3. **Tennessee UR Request for Information (Provider Request for Information Letter):** Indicates that missing medical records are needed to make a decision. This request can be sent to all providers caring for the patient.
4. **Tennessee UR Withdrawal (Utilization Review – Request Withdrawn by Provider):** Indicates that the request for treatment has been withdrawn by the requestion provider. Rising still needs to document for the state that we had a request and there was no determination as the request was withdrawn. No peer review is completed in this case.
5. **Sample Peer Review Reports:** Reports from the peer reviewer documenting the determination and rationale using evidence-based medical guidelines.



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Provider Request for Information Letter

*******Sent via fax*********

<<Current Date>>

<<Referral Provider - Req Name>> <<Referral Provider - Req Degree>>
<<Referral Provider - Req Address 1>>
<<Referral Provider - Req Address City>>, <<Referral Provider - Req Address State>> <<Referral Provider - Req Address Zip>>
Fax: <<Referral Provider - Req Fax>>

Re: Claimant Name: <<Patient Name>>
Claim Number: <<Claim Number>>
Date of Injury: <<Injury Date>>
Date of Birth: <<Patient DOB>>
Adjuster: <<Adjuster Name>>
Rising ID: <<Referral Number>>

Dear <<Referral Provider - Req Name>> <<Referral Provider - Req Degree>>:

Rising Medical Solutions, Inc. provides utilization review services for <<Claim System Name>>. In order to make a recommendation regarding medical necessity of the requested services by you, Rising Medical Solutions, Inc. requires the following information in relation to the above-named claimant:

____ All Medical Records from Date of Injury to Current
____ All results from diagnostic testing completed to date
____ Consult Reports
____ Date of next appointment
____ Diagnostic test Results (X-ray/MRI/bloodwork) reports
____ Number of Acupuncture treatments/appointments to date
____ Number of Chiropractic treatments/appointments to date
____ Number of Physical Therapy treatments/appointments to date

Use the space below to enter more detailed information regarding the request:

Please reply to me by FAX or mail using the number or address in the letterhead. If you have any questions regarding this request, please call me at: 888 678-4489. Failure to respond with the information within 5 business days from receipt of this letter (per Tennessee statutes) may result in an administrative non-certification, which is a denial for lack of information.

RISING MEDICAL SOLUTIONS
325 North LaSalle Street, Suite 600
Chicago, Illinois 60654
Tel: 888.678.4489 | Fax: 312.224.3753
Email: referral@risingms.com

Our recommendations are not guarantees that benefits are or are not payable by the claims administrator. Payment is subject to the claims administrator's determination of eligibility and benefit coverage. If you have any questions regarding this treatment, please contact the claim administrator, <<Adjuster Name>>. Any questions about this Utilization Review letter can be directed to me at: 888 678-4489.

Sincerely,

<<Referral Assigned To User's Name>>, RN

Rising Medical Solutions UR Registration #: U00000089

cc: <<Claim System Name>>
<<Patient Name>>
<<Plaintiff Attorney Name>> Via fax <<Plaintiff Attorney Fax>>
<<Referral Provider - Serv Fac Name>>
<<Adjuster Name>> Email <<Adjuster Work Email>>
<<Case Manager Name>>
<<Defense Attorney Name>> Via fax <<Defense Attorney Fax>>
<<Vendor 1 - Name>> <<Vendor 1 - Email>>
<<Vendor 2 - Name>> <<Vendor 2 - Email>>
<<Vendor 3 - Name>> <<Vendor 3 - Email>>

This document may contain information covered under the Privacy Act, 5 USC 552(a), and/or the Health Insurance Portability and Accountability Act (PL 104-191) and its various implementing regulations and must be protected in accordance with those provisions. Healthcare information is personal and sensitive and must be treated accordingly. If this correspondence contains healthcare information it is being provided to you after appropriate authorization from the patient or under circumstances that don't require patient authorization. You, the recipient, are obligated to maintain it in a safe, secure and confidential manner. Redisclosure without additional patient consent or as permitted by law is prohibited. Unauthorized redisclosure or failure to maintain confidentiality subjects you to application of appropriate sanction. **If you have received this correspondence in error, please notify the sender by telephone @ 312.559.8445 or reply to the sender at once, and destroy the correspondence and any copies you may have made.**

UTILIZATION REVIEW – NOTICE OF APPROVAL

****SENT VIA FAX****

<<Current Date>>

<<Referral Provider - Req Name>> <<Referral Provider - Req Degree>>
<<Referral Provider - Req Address 1>> <<Referral Provider - Req Address 2>>
<<Referral Provider - Req Address City>>, <<Referral Provider - Req Address State>> <<Referral Provider - Req Address Zip>>
Fax: <<Referral Provider - Req Fax>>

Re:	Claimant Name:	<<Patient Name>>
	Claim Number:	<<Claim Number>>
	Date of Injury:	<<Injury Date>>
	Date of Birth:	<<Patient DOB>>
	Adjuster:	<<Adjuster Name>>
	Rising ID:	<<Referral Number>>

Dear <<Referral Provider - Req Name>> <<Referral Provider - Req Degree>>:

Rising Medical Solutions provides medical utilization review of healthcare services for: <<Claim System Name>>, the administrator/payer for <<Patient Name>>'s <<Injury Date>> work injury.

Utilization Review has been requested on the treatment referenced below. A Nurse or Utilization Review Physician has reviewed the requested treatment/service and has AUTHORIZED the request at this time.

<<Referral Treatments Req Auth Table (5-columns)>>

The Utilization Review Physician's or Nurse's report is attached, explaining reasoning and criteria used.

Actual service dates are dependent upon the treating provider or servicing facility's scheduling needs. If the actual date of service exceeds sixty (60) days from this certification date, a new review may be necessary, as clinical findings may have changed. It is your responsibility to request a 2nd review if the treatment has not occurred by this time.

If these requested services need to be extended, the treating provider or servicing facility should contact me at Rising Medical Solutions at: 888 678-4489 on or before the above date or service expires. These additional services will be reviewed for medical necessity and appropriateness upon receipt of new clinical information.

The issue of coverage will be determined by the claims department. The confirmation of this treatment/service

request shall not be construed as an admission of liability or an agreement to pay. It is not intended to endorse the treatment/service requested or interfere with the provider's duty to adhere to any applicable practice standards.

If you have any questions regarding this treatment, please contact the claim administrator, <<Adjuster Name>>. Inquiries pertaining to this utilization review should be directed to me at: 888 678-4489.

Sincerely,

<<Referral Assigned To User's Name>>, RN
Utilization Review Nurse

Rising Medical Solutions UR Registration #: U00000089

cc: <<Claim System Name>>
<<Patient Name>>
<<Plaintiff Attorney Name>> Via fax <<Plaintiff Attorney Fax>>
<<Referral Provider - Serv Fac Name>>
<<Adjuster Name>> Email <<Adjuster Work Email>>
<<Case Manager Name>>
<<Defense Attorney Name>> Via fax <<Defense Attorney Fax>>
<<Vendor 1 - Name>> <<Vendor 1 - Email>>
<<Vendor 2 - Name>> <<Vendor 2 - Email>>
<<Vendor 3 - Name>> <<Vendor 3 - Email>>

This document may contain information covered under the Privacy Act, 5 USC 552(a), and/or the Health Insurance Portability and Accountability Act (PL 104-191) and its various implementing regulations and must be protected in accordance with those provisions. Healthcare information is personal and sensitive and must be treated accordingly. If this correspondence contains healthcare information it is being provided to you after appropriate authorization from the patient or under circumstances that don't require patient authorization. You, the recipient, are obligated to maintain it in a safe, secure and confidential manner. Redisclosure without additional patient consent or as permitted by law is prohibited. Unauthorized redisclosure or failure to maintain confidentiality subjects you to application of appropriate sanction. **If you have received this correspondence in error, please notify the sender by telephone @ 312.559.8445 or reply to the sender at once, and destroy the correspondence and any copies you may have made.**

Enclosure

********CUT & PASTE NURSE OR UR PHYSICIAN REPORT ON NEW PAGE******

UTILIZATION REVIEW – NOTICE DETERMINATION
POST PEER-TO-PEER CONVERSATION

**********SENT VIA FAX*********

<<Current Date>>

<<Referral Provider - Req Name>> <<Referral Provider - Req Degree>>
<<Referral Provider - Req Address 1>> <<Referral Provider - Req Address 2>>
<<Referral Provider - Req Address City>>, <<Referral Provider - Req Address State>> <<Referral Provider - Req Address Zip>>
Fax: <<Referral Provider - Req Fax>>

Re:

Claimant Name:	<<Patient Name>>
Claim Number:	<<Claim Number>>
Date of Injury:	<<Injury Date>>
Date of Birth:	<<Patient DOB>>
Adjuster:	<<Adjuster Name>>
Rising ID:	<<Referral Number>>

Dear <<Referral Provider - Req Name>> <<Referral Provider - Req Degree>>:

Rising Medical Solutions provides medical utilization review of healthcare services for <<Claim System Name>>, the administrator/payer for <<Patient Name>>'s <<Injury Date>> work injury.

Utilization Review has been requested on the treatment referenced below. Our Physician Reviewer has made the following determination regarding your request for authorization:

<<Referral Treatments Table (2 column-table)>>

The Utilization Review Physician report is attached, explaining reasoning and criteria used.

Non-certification of any treatment/service request is in no way intended to interfere with the provider/patient relationship or to absolve the provider for his or her duty to adhere to any applicable practice standards.

Nurses: If this is a DENIAL, take out the below 2 paragraphs:
Actual service dates are dependent upon the treating provider or servicing facility's scheduling needs. If the actual date of service has not taken place, and the treatment exceeds sixty (60) days from this certification date, a new review may be necessary, as clinical findings may have changed. It is your responsibility to request a 2nd review if the treatment has not occurred by this time.

If these requested services were certified/approved and need to be extended, the treating provider or servicing facility should contact me at Rising Medical Solutions at 888/678-4489 on or before the above date or service expires. These additional services will be reviewed for medical necessity and appropriateness upon receipt of new clinical information.

A DENIAL decision remains in effect for 6 months from the date of the decision without further action by the employer as defined in Rule 0800-02-06-.01(8) if the request is for the same treatment, unless there is a material change documented by the treating physician that supports a new review or other pertinent information that was not used by the utilization review organization in making the initial decision.

The employee or authorized treating physician shall have thirty (30) calendar days from receipt of a denial by an employer to request an appeal with the Tennessee Bureau of Workers' Compensation's Medical Director. The Form C-35A and accompanying instructions is enclosed. Pursuant to Rule 0800-02-06-07 (6), if any party, including an employee, employer or a carrier disagrees with the determination of the Medical Director, the aggrieved party may file a Petition for Benefit Determination (PBD) with the Court of Workers' Compensation Claims within seven (7) business days of the receipt of the determination to request a hearing.

If you have any questions regarding this treatment, please contact the claim administrator, <<Adjuster Name>>. Questions about the Utilization Review determination should be directed to me at: 888-678-4489.

Sincerely,

<<Referral Assigned To User's Name>>, RN
Utilization Review Nurse

Rising Medical Solutions UR Registration #: U00000089

cc:
<<CC>>

This document may contain information covered under the Privacy Act, 5 USC 552(a), and/or the Health Insurance Portability and Accountability Act (PL 104-191) and its various implementing regulations and must be protected in accordance with those provisions. Healthcare information is personal and sensitive and must be treated accordingly. If this correspondence contains healthcare information it is being provided to you after appropriate authorization from the patient or under circumstances that don't require patient authorization. You, the recipient, are obligated to maintain it in a safe, secure and confidential manner. Redisclosure without additional patient consent or as permitted by law is prohibited. Unauthorized redisclosure or failure to maintain confidentiality subjects you to application of appropriate sanction. **If you have received this correspondence in error, please notify the sender by telephone @ 312.559.8445 or reply to the sender at once, and destroy the correspondence and any copies you may have made.**

Enclosure

CUT & PASTE UR PHYSICIAN REPORT ONTO THE NEXT PAGE (MOVE THE APPEAL PROCESS DOWN)

REQUEST FOR RECONSIDERATION OF THE DENIAL

The authorized treating physician may request reconsideration of the denial to include a peer-to-peer conference. The timeframe for the peer-to-peer conference shall be within ten (10) days of the receipt of the request for a peer-to-peer conference being received by the adjuster or the utilization review organization.

The authorized treating physician shall provide the following information in the electronic communication to the utilization review organization:

a. The telephone number for the utilization review physician to call and the name of the authorize treating physician or designee, if any;

b. The date for the conference 3, 2-hour periods , between 2-7 business days from the date of receipt of the request by the utilization review organization. (page 10 of 40) Between 8:00am-5:00pm Monday – Friday.

#4 The UR physician may or may not be the physician who performed the review –
#5 NO INTERACTIVE AUDIO/VIDEO CONFERENCE
#6 Shorten it
#7 Is shorter – use that wording, maybe, for #6

NOTICE OF APPEAL RIGHTS FOR A UTILIZATION REVIEW DENIAL

1. **The adjuster must complete this page, attach it and page 2 of this report and provide them to the employee and the treating physician with each denial.**
2. **Failure by the adjuster to accurately complete this form and provide it timely and in its entirety to the claimant may result in a penalty referral.**

INITIAL UTILIZATION REVIEW

UR Agent: Rising Medical Solutions	**UR State Registration No:** U00000089	**Date of UR Report:** <<Current Date>>
Denied Treatment: <<Non Cert or Mod Prov Comment 1>> <<Non Cert or Mod Prov Comment 2>> <<Non Cert or Mod Prov Comment 3>> <<Non Cert or Mod Prov Comment 4>>		

EMPLOYEE	**EMPLOYER**
Employee Name: <<Patient Name>>	**Company Name:**
State File No:	**Address:**
Injury Date: <<Injury Date>>	**City/State/Zip:**
SSN: <<Patient SSN>>	**Phone: Fax:**
Address: <<Patient Address 1>> <<Patient Address 2>>	**Email:**
City/State/Zip: <<Patient City>>, <<Patient State>> <<Patient Zip>>	**CARRIER**
Phone: <<Patient Home Phone>> **Fax:**	**Carrier Name:** <<Claim System Name>>
Email:	**Adjuster Name:** <<Adjuster Name>>
AUTHORIZED TREATING PHYSICIAN	**Address:** <<Claim System Address 1>>
Name: <<Referral Provider - Req Name>> <<Referral Provider - Req Degree>>	**City/State/Zip:** <<Claim System Address City>>, <<Claim System Address State>> <<Claim System Address Zip>>
Address: <<Referral Provider - Req Address 1>>	**Phone:** <<Claim System Phone>> **Fax:** <<Claim System Fax>>
City/State/Zip: <<Referral Provider - Req Address City>>, <<Referral Provider - Req Address State>> <<Referral Provider - Req Address Zip>>	**Email: <<adjuster work email>>**
Phone: <<Referral Provider - Req W Phone>> **Fax:** <<Referral Provider - Req Fax>>	**Claim No:** <<Claim Number>>
Email: <<Referral Provider - Req Email>>	**Carrier's Compliance Unit Email:**
EMPLOYEE ATTORNEY *(if applicable)*	**EMPLOYER/CARRIER ATTORNEY *(if applicable)***
Name: <<Plaintiff Attorney Name>>	**Name:**
Address: <<Plaintiff Attorney Address 1>>	**Address:**
City/State/Zip: <<Plaintiff Attorney City>>, <<Plaintiff Attorney State>> <<Plaintiff Attorney Zip>>	**City/State/Zip:**
Phone: <<Plaintiff Attorney Work Phone>> **Fax:** <<Plaintiff Attorney Fax>>	**Phone: Fax:**
Email: <<Plaintiff Attorney Work Email>>	**Email:**

Printed Name of Person Submitting Request: _____

Employees who desire to appeal the denial of treatment must submit this completed form, a copy of the UR Report and all relevant medical records to the Bureau by fax: (615) 253-5265, email: UR.appeals@tn.gov, or mail to: Tennessee Bureau of Workers' Compensation, Attn: Medical Director, 220 French Landing Dr., 1B Nashville, TN 37243-1002. Failing to provide all the information requested on this form will cause a delay in processing.

UTILIZATION REVIEW – NOTICE OF DETERMINATION

********SENT VIA FAX********

<<Current Date>>

<<Referral Provider - Req Name>> <<Referral Provider - Req Degree>>
<<Referral Provider - Req Address 1>> <<Referral Provider - Req Address 2>>
<<Referral Provider - Req Address City>>, <<Referral Provider - Req Address State>> <<Referral Provider - Req Address Zip>>
Fax: <<Referral Provider - Req Fax>>

Re:

Claimant Name:	<<Patient Name>>
Claim Number:	<<Claim Number>>
Date of Injury:	<<Injury Date>>
Date of Birth:	<<Patient DOB>>
Adjuster:	<<Adjuster Name>>
Rising ID:	<<Referral Number>>

Dear <<Referral Provider - Req Name>> <<Referral Provider - Req Degree>>:

Rising Medical Solutions provides medical utilization review of healthcare services for <<Claim System Name>>, the administrator/payer for <<Patient Name>>'s <<Injury Date>> work injury.

Utilization Review has been requested on the treatment referenced below. Our Physician Reviewer has made the following determination regarding your request for authorization:

<<Referral Treatments Table (2 column-table)>>

The Peer report is attached, explaining reasoning and criteria used.

Non-certification of any treatment/service request is in no way intended to interfere with the provider/patient relationship or to absolve the provider for his or her duty to adhere to any applicable practice standards.

Nurses: If this is a DENIAL, take out the below 2 paragraphs:
Actual service dates are dependent upon the treating provider or servicing facility's scheduling needs. If the actual date of service has not taken place, and the treatment exceeds sixty (60) days from this certification date, a new review may be necessary, as clinical findings may have changed. It is your responsibility to request a 2nd review if the treatment has not occurred by this time.

If these requested services were certified/approved and need to be extended, the treating provider or servicing facility should contact me at Rising Medical Solutions at 888/678-4489 on or before the above date or service expires. These additional services will be reviewed for medical necessity and appropriateness upon receipt of new clinical information.

A DENIAL decision remains in effect for 6 months from the date of the decision without further action by the employer as defined in Rule 0800-02-06-.01(8) if the request is for the same treatment, unless there is a material change documented by the treating physician that supports a new review or other pertinent information that was not used by the utilization review organization in making the initial decision.

In the event of a denial, the authorized treating physician may request reconsideration of the denial to include a peer-to-peer conference. The timeframe for the peer-to-peer conference shall be within ten (10) days of the receipt of the request for a peer-to-peer conference being received by the adjuster or the utilization review organization. The utilization review physician may or may not be the physician who performed the initial review, and a teleconference will occur without interactive video conferencing. Please note the following steps to request a peer-to-peer conference:
The authorized treating physician shall provide the following information via electronic communication to the utilization review organization:

a. The telephone number for the utilization review physician to call and the name of the authorized treating physician or designee, if any;
b. The date for the conference, which requires three (3), 2-hour periods between 8:00am-5:00pm Monday-Friday, between 2-7 business days from the date of receipt of the request by the utilization review organization.

The employee or authorized treating physician shall have thirty (30) calendar days from receipt of a denial by an employer to request an appeal with the Tennessee Bureau of Workers' Compensation's Medical Director. The Form C-35A and accompanying instructions is enclosed. Pursuant to Rule 0800-02-06-07 (6), if any party, including an employee, employer or a carrier disagrees with the determination of the Medical Director, the aggrieved party may file a Petition for Benefit Determination (PBD) with the Court of Workers' Compensation Claims within seven (7) business days of the receipt of the determination to request a hearing.

If you have any questions regarding this treatment, please contact the claim administrator, <<Adjuster Name>>. Questions about the Utilization Review determination should be directed to me at: 888-678-4489.

Sincerely,

<<Referral Assigned To User's Name>>, RN
Utilization Review Nurse

Rising Medical Solutions UR Registration #: U00000089

cc:
<<CC>>

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Enclosure

COPY UTILIZATION REVIEW PHYSICIAN REPORT HERE

FORM C-35A

TENNESSEE DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT Bureau of Workers' Compensation
220 French Landing Dr., 1B Nashville, Tennessee 37243-1002
Web site: www.tn.gov/workforce/section/injuries-at-work

NOTICE OF APPEAL RIGHTS FOR A UTILIZATION REVIEW DENIAL

1. **The adjuster must complete this page, attach it and page 2 of this report and provide them to the employee and the treating physician with each denial.**
2. **Failure by the adjuster to accurately complete this form and provide it timely and in its entirety to the claimant may result in a penalty referral.**

INITIAL UTILIZATION REVIEW

UR Agent: Rising Medical Solutions	**UR State Registration No:** U00000089	**Date of UR Report:** <<Current Date>>
Denied Treatment: <<Non Cert or Mod Prov Comment 1>> <<Non Cert or Mod Prov Comment 2>> <<Non Cert or Mod Prov Comment 3>> <<Non Cert or Mod Prov Comment 4>>		

EMPLOYEE	EMPLOYER
Employee Name: <<Patient Name>>	**Company Name:**
State File No:	**Address:**
Injury Date: <<Injury Date>>	**City/State/Zip:**
SSN: <<Patient SSN>>	**Phone: Fax:**
Address: <<Patient Address 1>> <<Patient Address 2>>	**Email:**
City/State/Zip: <<Patient City>>, <<Patient State>> <<Patient Zip>>	**CARRIER**
Phone: <<Patient Home Phone>> **Fax:**	**Carrier Name:** <<Claim System Name>>
Email:	**Adjuster Name:** <<Adjuster Name>>
AUTHORIZED TREATING PHYSICIAN	**Address:** <<Claim System Address 1>>
Name: <<Referral Provider - Req Name>> <<Referral Provider - Req Degree>>	**City/State/Zip:** <<Claim System Address City>>, <<Claim System Address State>> <<Claim System Address Zip>>
Address: <<Referral Provider - Req Address 1>>	**Phone:** <<Claim System Phone>> **Fax:** <<Claim System Fax>>
City/State/Zip: <<Referral Provider - Req Address City>>, <<Referral Provider - Req Address State>> <<Referral Provider - Req Address Zip>>	**Email: <<adjuster work email>>**
Phone: <<Referral Provider - Req W Phone>> **Fax:** <<Referral Provider - Req Fax>>	**Claim No:** <<Claim Number>>
Email: <<Referral Provider - Req Email>>	**Carrier's Compliance Unit Email:**
EMPLOYEE ATTORNEY *(if applicable)*	**EMPLOYER/CARRIER ATTORNEY *(if applicable)***
Name: <<Plaintiff Attorney Name>>	**Name:**
Address: <<Plaintiff Attorney Address 1>>	**Address:**
City/State/Zip: <<Plaintiff Attorney City>>, <<Plaintiff Attorney State>> <<Plaintiff Attorney Zip>>	**City/State/Zip:**
Phone: <<Plaintiff Attorney Work Phone>> **Fax:** <<Plaintiff Attorney Fax>>	**Phone: Fax:**
Email: <<Plaintiff Attorney Work Email>>	**Email:**

Printed Name of Person Submitting Request: _____

Employees who desire to appeal the denial of treatment must submit this completed form, a copy of the UR Report and all relevant medical records to the Bureau by fax: (615) 253-5265, email: UR.appeals@tn.gov, or mail to: Tennessee Bureau of Workers' Compensation, Attn: Medical Director, 220 French Landing Dr., 1B Nashville, TN 37243-1002. Failing to provide all the information requested on this form will cause a delay in processing.

TENNESSEE DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
Bureau of Workers' Compensation
220 French Landing Dr., 1B Nashville, Tennessee 37243-1002
Web site: www.tn.gov/workforce/section/injuries-at-work

NOTICE OF APPEAL RIGHTS FOR A UTILIZATION REVIEW DENIAL

Instructions for Appealing

Employees have the right to appeal the denial of recommended medical treatment. If you disagree with the denial of your recommended medical treatment by the Utilization Review Agent, then you as an employee, your attorney or your treating physician can request the Bureau of Workers' Compensation to review the facts of your case and to issue a decision. The review will be performed at no cost to you.

To request such a review, you must:

1. Print your name and contact information on the attached FORM C-35A and submit the completed form "Notice of Appeal Rights for a Utilization Review Denial"; (Here Attached.)
2. Provide a copy of the Utilization Review Decision and Peer Reviewer's Report;
3. Provide a copy of all medical records over the past twelve (12) months pertaining to the workers' compensation injury, including office visits, diagnostic reports, operative notes, physical therapy notes, and hospital visits;
4. Provide a copy of any medical release that you have signed for the authorized treating physician or a signed "Medical Waiver and Consent," available on the Bureau's website; and,
5. Submit all of the above within thirty (30) calendar days of receiving your Utilization Review Report Denial to the Tennessee Bureau of Workers' Compensation. You may submit them:
    a. by fax to (615) 253-5265;
    b. by email to UR.appeals@tn.gov or
    c. by mail to Tennessee Bureau of Workers' Compensation
        ATTN: Medical Director
        220 French Landing Drive., 1B
        Nashville, TN 37243-1002

If the completed FORM C-35A and requested documents from line 2 above are not received by the Bureau of Workers' Compensation within the thirty (30) calendar days you may lose your right to appeal.

If you have any questions or need assistance in completing this form, call 1-800-332-2667 or 615-741-4361.

RISING | A BETTER WAY®

UTILIZATION REVIEW - Request Withdrawn by Provider

******SENT VIA FAX******

<<Current Date>>

<<Referral Provider - Req Name>> <<Referral Provider - Req Degree>>
<<Referral Provider - Req Address 1>>
<<Referral Provider - Req Address City>>, <<Referral Provider - Req Address State>> <<Referral Provider - Req Address Zip>>
Fax: <<Referral Provider - Req Fax>>

Re:

Claimant Name:	<<Patient Name>>
Claim Number:	<<Claim Number>>
Date of Injury:	<<Injury Date>>
Date of Birth:	<<Patient DOB>>
Adjuster:	<<Adjuster Name>>
Rising ID:	<<Referral Number>>

Dear <<Referral Provider - Req Name>> <<Referral Provider - Req Degree>>:

Rising Medical Solutions provides medical utilization review of healthcare services for <<Claim System Name>>
the administrator/payer for <<Patient Name>>'s <<Injury Date>> work injury.

A Utilization Review request was received from your office on <<Referral Rising Received Date>>. Subsequent to your request, on <<Referral Record Request Date>>, <choose one: office staff person's name from your office, OR, you> withdrew your request because <reason>. Therefore, the request for <list the medical treatment originally requested> has not been reviewed under Rising Medical Solutions' Utilization Review Program.

Our recommendations are not guarantees that benefits are or are not payable by the claims administrator. Payment is subject to the claims administrator's determination of eligibility and benefit coverage. If you have any questions regarding this treatment, please contact the claim administrator, <<Adjuster Name>> at <<Adjuster Work Phone>>. Any questions about this Utilization Review letter can be directed to me at 888 678-4489.

Sincerely,

<<Referral Assigned To User's Name>>, RN

Rising Medical Solutions UR Registration #: U00000089

cc: <<Claim System Name>>
<<Patient Name>>

RISING MEDICAL SOLUTIONS
325 North LaSalle Street, Suite 600
Chicago, Illinois 60654
Tel: 888.678.4489 | Fax: 312.224.3753
Email: referral@risingms.com

<<Plaintiff Attorney Name>> Via fax <<Plaintiff Attorney Fax>>
<<Referral Provider - Serv Fac Name>>
<<Adjuster Name>> Email <<Adjuster Work Email>>
<<Case Manager Name>>
<<Defense Attorney Name>> Via fax <<Defense Attorney Fax>>
<<Vendor 1 - Name>> <<Vendor 1 - Email>>
<<Vendor 2 - Name>> <<Vendor 2 - Email>>
<<Vendor 3 - Name>> <<Vendor 3 - Email>>

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CASE DEMOGRAPHICS

Claimant Name:	Last, First	DOB:	XX/XX/XXXX
Claim Number:	KSXXXXXX	DOI:	XX/XX/XXXX
Review Type:	UR	Benefit State:	TN
Date of Referral:	06/21/2024	Date of Report:	06/24/2024

TELECONFERENCE:
06/21/2024 at 10:43am ET. A phone call was placed to Dr. [REDACTED NAME] at XXX-XXX-XXXX. A message was left with Melissa's Voicemail, Secretary requesting a return call.

06/24/2024 at 9:20am ET. A phone call was placed to Dr. [REDACTED NAME] at XXX-XXX-XXXX. A message was left with Melissa's Voicemail, Secretary requesting a return call.

MEDICAL RECORDS:

06/03/2024 - 01/08/2024	Dr. [REDACTED NAME]	OVN and Operative report
01/11/2024 – 06/19/2024	Multiple therapists	Therapy records

DIAGNOSIS: Status post left knee ACL reconstruction and medial meniscus repair on 01/08/2024.

CLINICAL SUMMARY:

A review of the medical records (see Medical Records Reviewed Section (for list of medical records reviewed in the preparation of this Peer Review)), provided for this 31-year-old female patient, status post injury 11/30/2023, provided the following information relevant to the request for Additional Post-Operative Physical Therapy (Left Knee) 3 x 8, Starting on 43rd Session on 6/6/2024.

06/03/2024 medical report identified that the patient is doing generally good, end point today shows good end point, Lachman test. She has poor quadriceps tone, left worse than right, but has 0-30 degrees range of motion. Plan identified: physical therapy.

05/30/2024 Therapy Records identified Assessment “show good progression of L knee ROM/strength and tolerance to light-moderate activities… remains limited with heavier activities that require eccentric loading including deep squats… has shown excellent compliance with PT attendance and is working hard towards all LTG.”

Diagnoses include status post left knee ACL reconstruction and medial meniscus repair on 01/08/2024. Treatment to date includes left knee ACL reconstruction and medial meniscus repair on 01/08/2024, post-operative physical therapy, activity modifications, and medications.

Per case notes, 42 post-operative physical therapy sessions completed prior to the 06/06/2024 DOS.

1. Is Additional Post-Operative Physical Therapy (Left Knee) 3 x 8, Starting on 43rd Session on 6/6/2024 medically necessary?

No.

ASSESSMENT: Certification of the requested Additional Post-Operative Physical Therapy (Left Knee) 3 x 8, Starting on 43rd Session on 6/6/2024 is NOT recommended.

EXPLANATION FOR ASSESSMENT: ODG by MCG (www.mcg.com/odg) states "Allow for fading of treatment frequency (from up to 3 visits per week to 1 or less), plus active self-directed home PT… Sprains and strains of knee and leg; Cruciate ligament of knee (ACL tear)… Post-surgical (ACL repair): 24 visits over 16 weeks."

Within the associated medical file, there is documentation that the patient is status post left knee ACL reconstruction and medial meniscus repair on 01/08/2024, and the request is for additional post-operative physical therapy treatments. In addition, there is documentation of improvement with previous treatment, as well as remaining functional deficits and functional goals.

However, there is documentation that the patient had at least 42 visits prior to the 06/06/2024 DOS, which exceed the recommended total of 24 visits. As such, there is no clear documentation, at or just before the 06/06/2024 DOS, of a rationale identifying the medical necessity of continued therapy rather than transitioning to an independent home exercise program.

Therefore, certification of the requested Additional Post-Operative Physical Therapy (Left Knee) 3 x 8, Starting on 43rd Session on 6/6/2024 is NOT recommended.

NATIONAL CRITERIA/LITERATURE:

ODG by MCG (www.mcg.com/odg), Evidence-Based Medical Treatment Guidelines, Physical Therapy (PT) for Knee and Leg Conditions
Recommended as indicated below. As with any treatment, if there is no improvement after 2-3 weeks, treatment protocols should be modified or re-evaluated.
ODG Criteria
ODG Physical therapy guidelines:
Allow for fading of treatment frequency (from up to 3 visits per week to 1 or less), plus active self-directed home PT.
Sprains and strains of knee and leg; Cruciate ligament of knee (ACL tear):
Medical treatment: 12 visits over 8 weeks
Post-surgical (ACL repair): 24 visits over 16 weeks
Last review/update date: Feb 12, 2021

CONFLICT/QUALIFICATIONS STATEMENT:

I certify that I have no material, professional, familial or financial conflict of interest regarding the referring entity, the claimant, the treating physician/provider or any other physician/provider

previously involved in this case, the facilities where claimant is being treated, any officer, director or management employee of the insurance issuer that is subject to the review, any group health plan administrator, plan fiduciary, or plan employee or the developer/manufacturer of the principal drug, device or procedure under review. I further certify that my compensation for review is in no way dependent on a specific outcome of the review or the case. I also certify that to the best of my knowledge, I was not involved in the specific episode of care prior receipt of this referral. Finally, I certify that I have the requisite scope of licensure or certification, credentials, experience and knowledge to conduct this review.

PHYSICIAN ADVISOR:



[REDACTED NAME], MD.
Board Certified in Orthopedic Surgery
Active Practice since 2005
Medical License Number TN XXXXX

CASE DEMOGRAPHICS

Claimant Name:	Last, First	DOB:	XX/XX/XX
Claim Number:	WC-XXXXX-XX	DOI:	XX/XX/XX
Review Type:	UR	Benefit State:	TN
Date of Referral:	2/23/23	Date of Report:	2/24/23

TELECONFERENCE:

1) **TP NAME:** [REDACTED NAME], DO
2) **PHONE NUMBER:** XXX-XXX-XXXX
3) **DATE:** 2/23/23
4) **TIME:** 3:20 PM ET
5) **PERSON SPOKEN WITH:** N/A
6) **POSITION OF PERSON SPOKEN WITH:** Voicemail

SUMMARY OF CONVERSATION: I left a message on Savannah's Voicemail for Dr. [REDACTED NAME] to call back.

TELECONFERENCE:

1) **TP NAME:** [REDACTED NAME], DO
2) **PHONE NUMBER:** XXX-XXX-XXXX
3) **DATE:** 2/24/23
4) **TIME:** 9:21 AM ET
5) **PERSON SPOKEN WITH:** N/A
6) **POSITION OF PERSON SPOKEN WITH:** Voicemail

SUMMARY OF CONVERSATION: I left a message on Savannah's Voicemail for Dr. [REDACTED NAME] to call back.

MEDICAL RECORDS:

2/16/23 – 4/15/19	Dr. [REDACTED NAME]	OVN
1/4/23	Dr. [REDACTED NAME]	Operative report
1/20/23 – 2/1/19	Dr. [REDACTED NAME]	OVN
11/24/20	Dr. [REDACTED NAME]	OVN
7/8/19	Not Specified	OVN
6/17/19 – 4/1/19	Dr. [REDACTED NAME]	OVN

DIAGNOSIS: Right SI joint dysfunction, sacroiliitis, and lumbar spondylosis.

CLINICAL SUMMARY:

A review of the medical records (see Medical Records Reviewed Section (for list of medical records reviewed in the preparation of this Peer Review)), provided for this 62-year-old male patient, status post injury 10/25/06, provided the following information relevant to the request for SI joint injection with platelet rich plasma:

2/16/23 medical report identified that the patient has lumbar spine and right posterior hip pain. Objective findings include tenderness over the right SI joint; positive SLR test on the right; and positive sacral compression, sacral distraction, thrust, and Gaenslen's tests on the right.

Diagnoses include right SI joint dysfunction, sacroiliitis, and lumbar spondylosis. Treatment to date includes SI joint injection, physical therapy, lumbar epidural steroid injection, activity modifications, radiofrequency ablation, and medications.

1. Is SI joint injection with platelet rich plasma medically necessary?

No.

ASSESSMENT: Certification of the requested SI joint injection with platelet rich plasma is NOT recommended.

EXPLANATION FOR ASSESSMENT: ODG by MCG (www.mcg.com/odg) states "Not recommended… Not recommended since there are no quality studies… Not recommended for any hip/pelvis/thigh condition, including osteoarthritis (OA), tendinopathy or tear, trochanteric pain, fracture, or with arthroscopy or arthroplasty… Not recommended for low back conditions including fusion or low back pain".

Within the associated medical file, there is documentation that the patient has lumbar spine and right posterior hip pain, as well as diagnoses of right SI joint dysfunction and sacroiliitis.

However, PRP is not recommended for any low back, hip, and pelvis/thigh conditions. There is no documentation of exceptional factors to recommend this treatment beyond guideline recommendations.

Therefore, certification of the requested SI joint injection with platelet rich plasma is NOT recommended.

NATIONAL CRITERIA/LITERATURE:

ODG by MCG (www.mcg.com/odg), Evidence-Based Medical Treatment Guidelines, Platelet-Rich Plasma (PRP) for Pain
Not recommended. There are several conditions where PRP is not recommended as first-line treatment, but may be considered as a second-line option only when specific criteria are met. See specific body part details below.
Evidence Summary
Chronic pain: Not recommended since there are no quality studies.
Hip and Pelvis: Not recommended for any hip/pelvis/thigh condition, including osteoarthritis (OA), tendinopathy or tear, trochanteric pain, fracture, or with arthroscopy or arthroplasty.
Low back: Not recommended for low back conditions including fusion or low back pain.

CONFLICT/QUALIFICATIONS STATEMENT:

I certify that I have no material, professional, familial or financial conflict of interest regarding the referring entity, the claimant, the treating physician/provider or any other physician/provider previously involved in this case, the facilities where claimant is being treated, any officer, director or management employee of the insurance issuer that is subject to the review, any group health plan administrator, plan fiduciary, or plan employee or the developer/manufacturer of the principal drug, device or procedure under review. I further certify that my compensation for review is in no way dependent on a specific outcome of the review or the case. I also certify that to the best of my knowledge, I was not involved in the specific episode of care prior receipt of this referral. Finally, I certify that I have the requisite scope of licensure or certification, credentials, experience and knowledge to conduct this review.

PHYSICIAN ADVISOR:



[REDACTED NAME], MD
Board Certified, Physical Medicine & Rehabilitation
Board Certified, Pain Medicine
Medical License Number TN XXXXX

BUSINESS ASSOCIATE AGREEMENT

This Agreement ("Agreement") is entered into by and between Knox County Government by and through its governing body and its authorized representative (hereinafter "KNOX COUNTY" or the "COVERED ENTITY") and Rising Medical Solutions, LLC (hereinafter "BUSINESS ASSOCIATE").

WHEREAS, on August 21, 1996 the Health Insurance Portability and Accountability Act (Public Law 104-191) was enacted (hereinafter collectively referred to as "HIPAA");

WHEREAS, on December 28, 2000, August 14, 2002, and February 20, 2003 certain regulations pursuant to HIPAA requiring health plans, health care providers, and health care clearinghouses to safeguard the privacy of certain types of information (45 C.F.R. Parts 160 and 164) were promulgated (hereinafter collectively referred to as the "Privacy and Security Regulations");

WHEREAS, pursuant to the Privacy and Security Regulations, KNOX COUNTY self-administers workers compensation claims for its employees and is thus a hybrid entity and otherwise a COVERED ENTITY with respect to said regulations (the "COVERED ENTITY") and all of the BUSINESS ASSOCIATE'S obligations hereunder shall apply to and be for the benefit of the COVERED ENTITY;

WHEREAS, the Title V of the Gramm-Leach Bliley Act of 1999 (Public Law 106-102, 113 Stat. 1338) and its implementing regulations, as the same may be amended from time to time was enacted and thereafter enforced by certain state laws and regulations (hereinafter collectively referred to as "GLB");

WHEREAS, GLB limits the instances in which certain institutions may disclose nonpublic personal information about a Consumer to nonaffiliated third parties;

WHEREAS, BUSINESS ASSOCIATE has entered into a contract entitled Medical Bill Analysis Service Agreement with the KNOX COUNTY to provide certain services or goods, to, with or on behalf of COVERED ENTITY and may receive information relating to the COVERED ENTITY's employees in order to provide those services or goods; and

WHEREAS, to assure compliance with HIPAA, the Privacy and Security Regulations and GLB to the extent COVERED ENTITY's employees may be construed as Consumers under the GLB, BUSINESS ASSOCIATE has agreed to protect the privacy and confidentiality of the information it receives from the COVERED ENTITY under the terms of this Agreement.

NOW THEREFORE, in consideration of the premises and the mutual covenants and agreements set forth below and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. DEFINITIONS

a) "Protected Health Information" or "PHI" shall have the meaning given to such term under HIPAA and the Privacy and Security Regulations, including 45 CFR 160.103 and as may be subsequently amended, and shall include, without limitation, all information relating to the COVERED ENTITY's customers and applicants that BUSINESS ASSOCIATE may receive, observe or otherwise have an opportunity to review.

b) "Consumer" means an individual or an individual's legal representative who has applied for or obtained a product or service from COVERED ENTITY to be used primarily for personal, family, or household purposes.

c) "Nonpublic Personal Information" means any information of COVERED ENTITY that relates to or derives from (a) any Consumer; (b) any transaction between COVERED ENTITY and any Consumer; or (c) any list, description, or other grouping of Consumers (and publicly available information

pertaining to them) that is derived using any personally identifiable information that is not publicly available. Nonpublic Personal Information includes, but is not limited to, application information, health information, claims information, account balance or payment information, the fact that the individual is or has been a Consumer, Consumer name and address, and information from a Consumer report.

d) "Secretary" means the Secretary of United States Department of Health & Human Services.

e) Any capitalized term in this Agreement, which is not otherwise defined in this Agreement, shall have the meaning ascribed to such term in the Privacy and Security Regulations, as amended from time to time.

2. HIPAA RESTRICTIONS

a) Terms and Conditions.

(i) BUSINESS ASSOCIATE agrees not to use or disclose PHI other than as permitted or required by the Agreement or as required by law.

(ii) BUSINESS ASSOCIATE agrees to use appropriate safeguards to prevent use or disclosure of the PHI other than as provided for by this Agreement.

(iii) BUSINESS ASSOCIATE agrees to mitigate, to the extent practicable, any harmful effect that is known to BUSINESS ASSOCIATE of a use or disclosure of PHI by BUSINESS ASSOCIATE in violation of the requirements of this Agreement.

(iv) BUSINESS ASSOCIATE agrees to report to COVERED ENTITY any use or disclosure of the PHI by BUSINESS ASSOCIATE or its agents, including a subcontractor, that is not provided for by this Agreement and of which it becomes aware.

(v) BUSINESS ASSOCIATE agrees to ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by BUSINESS ASSOCIATE on behalf of COVERED ENTITY agrees to the same restrictions and conditions that apply through this Agreement to BUSINESS ASSOCIATE with respect to such information.

(vi) BUSINESS ASSOCIATE agrees to provide access, at the request of COVERED ENTITY, and in the time and manner it specifies in writing with reasonable advance notice, to PHI in a Designated Record Set, to COVERED ENTITY or, as directed by COVERED ENTITY, to an Individual in order to meet the requirements under 45 CFR §164.524.

(vii) BUSINESS ASSOCIATE agrees to make any amendment(s) to PHI in a Designated Record Set that the COVERED ENTITY directs or agrees to pursuant to 45 CFR §164.526 at the request of COVERED ENTITY or an Individual, and in the time and manner as COVERED ENTITY may specify in writing with reasonable advance notice.

(viii) BUSINESS ASSOCIATE agrees to make available to the COVERED ENTITY, or to the Secretary of the Department of Health and Human Services (the "Secretary"), BUSINESS ASSOCIATE'S internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created or received by BUSINESS ASSOCIATE on behalf of COVERED ENTITY (the "Materials"). The Materials shall be provided by BUSINESS ASSOCIATE in the time and manner (A) specified by COVERED ENTITY in writing with reasonable advance notice to BUSINESS ASSOCIATE or (B) designated by the Secretary.

(ix) BUSINESS ASSOCIATE agrees to document disclosures of PHI and information related to such disclosures as would be required for COVERED ENTITY to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR §164.528.

(x) BUSINESS ASSOCIATE agrees to provide COVERED ENTITY or an individual designated by COVERED ENTITY, in time and manner as COVERED ENTITY may specify in writing with reasonable advance notice, information collected in accordance with Section 2(a)(ix) of this Agreement, to permit COVERED ENTITY to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR §164.528.

(xi) BUSINESS ASSOCIATE agrees to implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the electronic PHI that BUSINESS ASSOCIATE creates, receives, maintains, or transmits on behalf of COVERED ENTITY as required under the Privacy and Security Regulations.

(xii) BUSINESS ASSOCIATE agrees to report to COVERED ENTITY any security incident of which BUSINESS ASSOCIATE becomes aware.

b) Permitted Uses and Disclosures by BUSINESS ASSOCIATE.

Except as otherwise limited in this Agreement, BUSINESS ASSOCIATE may use or disclose PHI to perform functions, activities, or services for, or on behalf of, COVERED ENTITY as specified in any agreements between KNOX COUNTY and BUSINESS ASSOCIATE, provided that such use or disclosure would not violate the Privacy and Security Regulations if done by COVERED ENTITY or the minimum necessary policies and procedures of the COVERED ENTITY.

c) Obligations of COVERED ENTITY.

(i) COVERED ENTITY shall notify BUSINESS ASSOCIATE of any changes in, or revocation of, permission by an Individual to use or disclose PHI, to the extent that such changes may affect BUSINESS ASSOCIATE'S use or disclosure of PHI.

(ii) COVERED ENTITY shall notify BUSINESS ASSOCIATE of any restriction to the use or disclosure of PHI that COVERED ENTITY has agreed to in accordance with 45 CFR §164.522, to the extent that such restriction may affect BUSINESS ASSOCIATE'S use or disclosure of PHI.

d) Permissible Requests by COVERED ENTITY.

COVERED ENTITY shall not request BUSINESS ASSOCIATE to use or disclose PHI in any manner that would not be permissible under the Privacy and Security Regulations if done by COVERED ENTITY.

3. RESTRICTIONS UNDER GLB

a) Use of Nonpublic Personal Information.

BUSINESS ASSOCIATE shall use Nonpublic Personal Information solely in performing its contractual obligations to provide goods or services to or on behalf of COVERED ENTITY and agrees that it will not use any such information for its own purposes except as expressly authorized in its contract with COVERED ENTITY and in this Agreement or as COVERED ENTITY may later authorize in writing after the date of this Agreement.

b) Limits on Redisclosure and Reuse of Nonpublic Personal Information.

(i) Except as permitted in Section 3(b), BUSINESS ASSOCIATE shall not disclose, directly or indirectly, to anyone any Nonpublic Personal Information. BUSINESS ASSOCIATE may permit its employees, officers and agents to have access to Nonpublic Personal Information only on a need-to-know basis to permit BUSINESS ASSOCIATE to perform its contractual obligations to COVERED ENTITY. BUSINESS ASSOCIATE shall take such steps as are reasonably satisfactory

to COVERED ENTITY to assure the confidentiality of the Nonpublic Personal Information, including without limitation, informing such employees, officers and agents of BUSINESS ASSOCIATE'S obligation to maintain the strict confidentiality of Nonpublic Personal Information as required under this Agreement. COVERED ENTITY shall be entitled to audit BUSINESS ASSOCIATE'S use of, and procedures to protect, Nonpublic Personal Information during regular business hours upon COVERED ENTITY's reasonable advance notice.

(ii) BUSINESS ASSOCIATE may disclose Nonpublic Personal Information: (1) as reasonably necessary to its auditors, accountants, counsel, and regulators who are under an obligation to maintain the confidentiality of Nonpublic Personal Information, and (2) if BUSINESS ASSOCIATE is a financial institution as defined in the GLB, to respond to government regulatory authorities having jurisdiction over BUSINESS ASSOCIATE for examination, compliance, or other purposes as authorized by law. However, any such disclosure may be made only after giving COVERED ENTITY prior notice of the potential disclosure as soon as reasonably practical before such disclosure is made so that a protective order or other appropriate remedy may be sought or compliance with the provisions of this Agreement may be waived. If such protective order or other remedy is not obtained, or if compliance with any provision of this Agreement is waived, BUSINESS ASSOCIATE will furnish only that part of Nonpublic Personal Information that, upon the advice of counsel, is legally required and will exercise its reasonable efforts to obtain reliable assurance that confidential treatment will be accorded such information.

(iii) BUSINESS ASSOCIATE may disclose Nonpublic Personal Information to comply with a properly authorized civil, criminal or regulatory investigation or subpoena or summons issued by a federal, state or local authority, and respond to judicial process. However, any such disclosure may be made only after giving COVERED ENTITY prior notice of the potential disclosure and a reasonable opportunity to intervene to apply for such legal protection as may be available with respect to the confidentiality of Nonpublic Personal Information.

c) Return of Information.

Upon the termination of any contractual arrangement between BUSINESS ASSOCIATE and COVERED ENTITY or upon COVERED ENTITY's request, BUSINESS ASSOCIATE shall, at COVERED ENTITY's option, either (a) promptly return to COVERED ENTITY all Nonpublic Personal Information and upon COVERED ENTITY's request certify in writing that BUSINESS ASSOCIATE has not retained in any form any Nonpublic Personal Information, or (b) promptly destroy all Nonpublic Personal Information in any form in its possession or in the possession of its agent, employees or other persons acting on behalf of BUSINESS ASSOCIATE and certify in writing to COVERED ENTITY that all of Nonpublic Personal Information has been destroyed and none has been retained in any form.

4. TERM AND TERMINATION

a) Term.

The Term of this Agreement shall be effective upon the execution by both parties of the Software License and Services Agreement, and shall terminate when all of the PHI provided by COVERED ENTITY to BUSINESS ASSOCIATE, or created or received by BUSINESS ASSOCIATE on behalf of COVERED ENTITY, is destroyed or returned to COVERED ENTITY, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.

b) Termination for Cause.

Upon COVERED ENTITY's knowledge of a material breach of this Agreement by BUSINESS ASSOCIATE, COVERED ENTITY shall either:

(i) Provide an opportunity for BUSINESS ASSOCIATE to cure the breach or end the violation and terminate this Agreement and any other agreement between COVERED ENTITY and BUSINESS ASSOCIATE if BUSINESS ASSOCIATE does not cure the breach or end the violation within the time specified by the COVERED ENTITY;

(ii) Immediately terminate this Agreement and any other agreement between COVERED ENTITY and BUSINESS ASSOCIATE if BUSINESS ASSOCIATE has breached a material term of this Agreement and cure is not possible; or

(iii) If neither termination nor cure is feasible, COVERED ENTITY shall report the violation to the Secretary.

c) Effect of Termination.

(i) Except as provided in paragraph (ii) of this section, upon termination of this Agreement, for any reason, BUSINESS ASSOCIATE shall return or destroy all PHI received from COVERED ENTITY, or created or received by BUSINESS ASSOCIATE on behalf of COVERED ENTITY. This provision shall apply to PHI that is in the possession of subcontractors or agents of BUSINESS ASSOCIATE. BUSINESS ASSOCIATE shall retain no copies of the PHI.

(ii) If BUSINESS ASSOCIATE determines that returning or destroying the PHI is infeasible, BUSINESS ASSOCIATE shall provide to COVERED ENTITY notification of the conditions that make return or destruction infeasible. Upon COVERED ENTITY's agreement that return or destruction of PHI is infeasible, BUSINESS ASSOCIATE shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as BUSINESS ASSOCIATE maintains such PHI.

d) Miscellaneous.

(i) Regulatory References. A reference in this Agreement to a section in the Privacy and Security Regulations means the section as in effect or amended.

(ii) Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time as it is necessary for COVERED ENTITY to comply with the requirements of HIPAA, the Privacy and Security Regulations and GLB.

(iii) Survival. The respective rights and obligations of BUSINESS ASSOCIATE under Section 4(c) of this Agreement shall survive the termination of this Agreement.

(iv) Interpretation. Any ambiguity in this Agreement shall be resolved to permit COVERED ENTITY to comply with HIPAA, the Privacy and Security Regulations and GLB.

5. BREACH

Breach of this Agreement shall be cause for COVERED ENTITY, at its option, to terminate immediately any contract or agreement between COVERED ENTITY and BUSINESS ASSOCIATE, without any liability by COVERED ENTITY, including, without limitation, liability for the payment of any damages, penalty, conversion fees, or other cost. COVERED ENTITY's remedies for breach of this Agreement shall be cumulative and shall not be exclusive. Termination of this Agreement for breach shall not preclude COVERED ENTITY from seeking other remedies available to it under this Agreement or at law or in equity.

6. INDEMNIFICATION

BUSINESS ASSOCIATE agrees to indemnify, defend, and hold COVERED ENTITY harmless from and against any and all loss, damage, cost or expense, including punitive, exemplary, or multiple damages, resulting from (i) the actual or alleged breach of this Agreement by the BUSINESS ASSOCIATE and/or (ii) any use or disclosure of PHI or Nonpublic Personal Information by BUSINESS ASSOCIATE or by any agent, employee or other person acting on behalf of BUSINESS ASSOCIATE in violation of the terms and conditions of this Agreement or the failure of any such person to surrender materials and records to COVERED ENTITY as hereafter provided.

7. LIMITATION OF LIABILITY

a. Subject to the exclusions listed below, in no event will either party, its affiliates, or their respective directors, officers, employees, attorneys, agents, representatives, successors or assigns be liable to the other party for indirect, special, incidental, exemplary, punitive or consequential damages of any kind whatsoever.
b. Exclusions. All limitations of liability set forth in this Agreement will not apply to matters subject to indemnification as stated in paragraph 6 above, a party's gross negligence, or willful misconduct.

8. EFFECT

This Agreement shall amend, supplement, and supersede each agreement between COVERED ENTITY and BUSINESS ASSOCIATE as it pertains to any access that BUSINESS ASSOCIATE may have to PHI or Nonpublic Personal Information. If the terms and conditions of BUSINESS ASSOCIATE'S contract(s) with COVERED ENTITY conflict with the terms and conditions of this Agreement, the terms and conditions of this Agreement shall control. This Agreement may not be amended by any subsequent agreement except an agreement that specifically refers to this Agreement and that is signed by COVERED ENTITY and BUSINESS ASSOCIATE. This Agreement shall survive the termination of any contractual arrangement between BUSINESS ASSOCIATE and COVERED ENTITY.

9. GOVERNING LAW

The laws of Tennessee shall govern this Agreement. Each party irrevocably agrees that any legal action, suit or proceeding brought by it in any way arising out of this Agreement must be brought solely and exclusively in the Chancery or Circuit Court of Knox County, Tennessee, and each party irrevocably submits to the sole and exclusive personal jurisdiction of the courts in Tennessee, generally and unconditionally, with respect to any action, suit or proceeding brought by it or against it by the other party. Both parties agree to waive any right to have a jury participate in the resolution of the dispute or claim, whether sounding in contract, tort or otherwise, between any of the parties or any of their respective affiliates arising out of, connected with, related to or incidental to this Agreement to the fullest extent permitted by law.

BUSINESS ASSOCIATE	**COVERED ENTITY**
RISING MEDICAL SOLUTIONS, LLC	**KNOX COUNTY GOVERNMENT**
By: _____	By: _____ Glenn Jacobs
Title: _____	Title: Knox County Mayor
Date: _____	Date: _____

Approved as to Legal Form:

_____ _____
Knox County Law Director's Office Date

RLA-17020 **R-25-3-901**

COMMISSION (PRELIMINARY AGENDA)

Meeting Date:	03/20/2025
Requested By:	Heidi Garrett, JUVENILE COURT
Department:	JUVENILE COURT
Requires Expenditure of Funds:	YES Funded in Current Budget: YES
Appropriation Required:	YES

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, approving Amendment 3 to a Grant Contract with the Tennessee Department of Human Services related to IV-D Magistrate services for the Knox County Juvenile Court, which amendment increases the maximum liability of the State under the Contract by $422,156.60, increases the local match requirement by $217,474.61, and extends the term of the Contract to end June 30, 2026.
(Juvenile Court)

Attachments

Resolution

IV-D Magistrate Services-Amd 3

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, APPROVING AMENDMENT THREE TO A GRANT CONTRACT WITH THE TENNESSEE DEPARTMENT OF HUMAN SERVICES RELATED TO IV-D MAGISTRATE SERVICES FOR THE KNOX COUNTY JUVENILE COURT, WHICH AMENDMENT INCREASES THE MAXIMUM LIABILITY OF THE STATE UNDER THE CONTRACT BY $422,156.60, INCREASES THE LOCAL MATCH REQUIREMENT BY $217,474.61, AND EXTENDS THE TERM OF THE CONTRACT TO END JUNE 30, 2026.

RESOLUTION: **R-25-3-901**

REQUESTED BY: **JUVENILE COURT**

PREPARED BY: **KNOX COUNTY LAW DIRECTOR'S OFFICE**

APPROVED AS TO FORM AND CORRECTNESS:_____
DIRECTOR OF LAW

APPROVED:_____
DATE

VETOED:_____
DATE

VETO OVERRIDE:_____
DATE

MINUTE BOOK_____PAGE_____

WHEREAS, by means of Resolution R-23-5-910, the Knox County Commission (the "Commission") approved a contract from the Tennessee Department of Human Services, designated as State Contract 77919, for the provision of IV-D child support enforcement magistrate services for the Knox County Juvenile Court for the period beginning July 1, 2023 and ending June 30, 2024 (the "Grant Contract"); and

WHEREAS, by means of Resolution R-24-3-902, the Commission approved Amendment One to the Grant Contract to increase the maximum liability of the State by $7,867.91 for a new total maximum liability of $346,214.22 and to increase the local match requirement by $4,053.17; and

WHEREAS, by means of Resolution R-24-3-902, the Commission approved Amendment Two to the Grant Contract to increase the maximum liability of the State by $399,712.00 for a new total maximum liability of $745,926.22, to increase the local match requirement by $205,912.23, and to extend the term to expire June 30, 2025; and

WHEREAS, Knox County and the Tennessee Department of Human Services now desire to enter into Amendment Three to the Grant Contract to increase the maximum liability of the State by $422,156.60 for a new total maximum liability of $1,168,082.82, to increase the local match requirement by $217,474.61, and to extend the term of the Grant Contract by one (1) year to expire June 30, 2026, as further detailed in the attached amendment.

NOW THEREFORE BE IT RESOLVED BY THE COMMISSION OF KNOX COUNTY AS FOLLOWS:

Amendment Three of Contract 77919 with the Tennessee Department of Human Services for the provision of IV-D child support enforcement magistrate services for the Knox County Juvenile Court is hereby adopted and approved in substantive form as presented this date, a copy of which is attached to this Resolution and incorporated herein by reference.

BE IT FURTHER RESOLVED, that Amendment Three of Contract 77919 with the Tennessee Department of Human Services for the provision of IV-D child support enforcement magistrate services for the Knox County Juvenile Court shall be executed subject to such amendment or action not affecting the substantive provisions of the contract as may be required and approved by the Knox County Law Director.

BE IT FURTHER RESOLVED, that if any notifications are to be made to effectuate this Resolution, then the County Clerk is hereby requested to forward a copy of this Resolution to the proper authority.

BE IT FURTHER RESOLVED, that this Resolution is to take effect from and after its passage, as provided by the Charter of Knox County, Tennessee, the public welfare requiring it.

_____

Presiding Officer of the Commission Date

_____

County Clerk Date

Approved:_____
County Mayor Date

Vetoed:_____
County Mayor Date

CONTRACT AMENDMENT COVER SHEET

Agency Tracking #	Edison ID	Contract #	Amendment #
34513-20424	77919		3

Contractor Legal Entity Name	Edison Vendor ID
Knox County	2699

Amendment Purpose & Effect(s)

Extend term, Increase maximum liability and revise C3, E2 and budget

Amendment Changes Contract End Date: [x] YES [ ] NO **End Date:** June 30, 2026

TOTAL Contract Amount INCREASE or DECREASE per this Amendment (zero if N/A): $ 422,156.60

Funding ---

FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2024	$0.00	$346,214.22	$0.00	$0.00	$346,214.22
2025	$0.00	$399,712.00	$0.00	$0.00	$399,712.00
2026	$0.00	$422,156.60	$0.00	$0.00	$422,156.60
					$0.00
					$0.00
					$0.00
TOTAL:	**$0.00**	**$1,168,082.82**	**$0.00**	**$0.00**	**$1,168,082.82**

American Recovery and Reinvestment Act (ARRA) Funding: [ ] **Yes** [x] **No**

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.

Winfield Shiers

Speed Code (optional)	Account Code (optional)
	71301000

CPO USE

AMENDMENT THREE
OF CONTRACT 77919

This Amendment is made and entered by and between the State of Tennessee, Department of Human Services, hereinafter referred to as the "State" and Knox County, hereinafter referred to as the "Contractor." For good and valuable consideration, the sufficiency of which is hereby acknowledged, it is mutually understood and agreed by and between said, undersigned contracting parties that the subject contract is hereby amended as follows:

1. Contract Section B.1. is deleted in its entirety and replaced with the following:

   B.1. This Contract shall be effective for the period beginning on July 1, 2023 ("Effective Date") and ending on June 30, 2026, ("Term"). The State shall have no obligation for goods delivered or services provided by the Contractor prior to the Effective Date.

2. Contract Section B.2. is deleted in its entirety and replaced with the following:

   B.2. Renewal Options. This Contract may be renewed upon satisfactory completion of the Term. The State reserves the right to execute up to two (2) renewal options under the same terms and conditions for a period not to exceed twelve (12) months each by the State, at the State's sole option. In no event, however, shall the maximum Term, including all renewals or extensions, exceed a total of sixty (60) months.

3. Contract Section B.3. is deleted in its entirety.

4. 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 Contract exceed one million one hundred sixty-eight thousand eighty-two dollars and eighty-two cents ($1,168,082.82). This amount shall constitute the entire compensation due the Contractor for all service and Contractor obligations hereunder regardless of the difficulty, hours worked, or materials or equipment required. The Contract Amount includes, but is not limited to, all applicable taxes, fees, overhead, profit, and all other direct and indirect costs incurred or to be incurred by the Contractor.

5. Contract Section C.3. is deleted in its entirety and replaced with the following:

   C.3. The Contractor shall be reimbursed for actual, reasonable, and necessary costs based upon the Contract 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, A-1, and A-2 of this Contract, the Contractor shall submit invoices prior to any reimbursement of allowable costs. The Contract Budget, attached and incorporated hereto as Attachment A, A-1, and A-2, shall constitute the maximum amount due the Contractor under this Contract. The Contract 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 Contractor that are allowable

6. Contract Section E.2. is deleted in its entirety and replaced with the following:

   E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective Party at the appropriate mailing address, facsimile number, or email address as stated below or any other address provided in writing by a Party.

   The State:

Krista Gray, Director of FA & CS Contracts Management Unit
Department of Human Services
505 Deaderick Street
James K. Polk Building, 16th Floor
Nashville, TN 37243
Email: Krista.Gray@tn.gov
CC: FACSContract.ManagementUnit@tn.gov
Phone # (615) 313-4742
FAX # (615) 524-3044

Jennifer Campbell, Program Manager, FA & CS Contracts Management Unit
Department of Human Services
505 Deaderick Street
James K. Polk Building, 16th Floor
Nashville, TN 37243
Email: Jennifer.Campbell@tn.gov
CC: FACSContract.ManagementUnit@tn.gov
Phone # (615) 313-4718

The Contractor:

Heidi Garrett, Court Director
Knox County Juvenile Court
3323 Division Street
Knoxville, TN 37919
Email: Heidi.Garrett@knoxcounty.org
Phone # (865) 215-6417

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

7. Contract Attachment A-2 attached hereto is added as a new Attachment.

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 July 1, 2025. All other terms and conditions of this Contract not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF,

KNOX COUNTY:

GLENN JACOBS, KNOX COUNTY MAYOR **DATE**

DEPARTMENT OF HUMAN SERVICES:

CLARENCE H. CARTER, COMMISSIONER **DATE**

GRANT BUDGET				
Knox County Juvenile Court				
The grant budget line-item amounts below shall be applicable only to expenses incurred during the period beginning July 1, 2025, and ending June 31, 2026.				
	EXPENSE OBJECT LINE-ITEM CATEGORY [1]	**GRANT CONTRACT**	**GRANTEE PARTICIPATION**	**TOTAL PROJECT**
	Salaries [2]	**$305,594.32**	**$157,427.38**	**$463,021.70**
	Benefits & Taxes	**$91,678.30**	**$47,228.21**	**$138,906.51**
	Professional Fees/Grant & Awards [2]	**$1,207.80**	**$622.20**	**$1,830.00**
	Supplies	**$2,211.00**	**$1,139.00**	**$3,350.00**
	Telephone	**$2,640.00**	**$1,360.00**	**$4,000.00**
	Postage & Shipping	**$0.00**	**$0.00**	**$0.00**
	Occupancy	**$10,708.50**	**$5,516.50**	**$16,225.00**
	Equipment Rental & Maintenance	**$5,197.50**	**$2,677.50**	**$7,875.00**
	Printing & Publications	**$330.00**	**$170.00**	**$500.00**
	Travel, Conferences & Meetings [2]	**$1,320.00**	**$680.00**	**$2,000.00**
	Interest [2]	**$0.00**	**$0.00**	**$0.00**
	Insurance	**$1,269.18**	**$653.82**	**$1,923.00**
	Specific Assistance To Individuals [2]	**$0.00**	**$0.00**	**$0.00**
	Depreciation [2]	**$0.00**	**$0.00**	**$0.00**
	Other Non-Personnel [2]	**$0.00**	**$0.00**	**$0.00**
	Capital Purchase [2]	**$0.00**	**$0.00**	**$0.00**
	Indirect Cost (% and method)	**$0.00**	**$0.00**	**$0.00**
	In-Kind Expense	**$0.00**	**$0.00**	**$0.00**
	GRAND TOTAL	**$422,156.60**	**$217,474.61**	**$639,631.21**

[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.

GRANT BUDGET LINE-ITEM DETAIL:

SALARIES	AMOUNT
Three Magistrates Full-time positions	$463,021.70
TOTAL	**$463,021.70**

PROFESSIONAL FEE/ GRANT & AWARD	AMOUNT
TN Professional Privilege Tax	$1,830.00
TOTAL	**$1,830.00**

TRAVEL/CONFERENCES & MEETINGS	AMOUNT
Registration for conference 3 magistrates (CLE) and other related expenses.	$2,000.00
TOTAL	**$2,000.00**

RLA-17134 **R-25-3-902**

COMMISSION (PRELIMINARY AGENDA)

Meeting Date:	03/20/2025
Requested By:	Jill Rosberg, LAW DEPARTMENT
Department:	INTERNAL AUDIT
Requires Expenditure of Funds:	NO Funded in Current Budget: YES
Appropriation Required:	NO

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, to provide for various amendments to the Charter of the Knox County Audit Committee, including expanding the composition of the Audit Committee to include one (1) non-voting member of the Knox County Board of Education.
(Audit Committee)

Attachments

Resolution

Redline changes to Audit Committee Charter

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, TO PROVIDE FOR VARIOUS AMENDMENTS TO THE CHARTER OF THE KNOX COUNTY AUDIT COMMITTEE, INCLUDING EXPANDING THE COMPOSITION OF THE AUDIT COMMITTEE TO INCLUDE ONE (1) NON-VOTING MEMBER OF THE KNOX COUNTY BOARD OF EDUCATION.

RESOLUTION: **R-25-3-902**

REQUESTED BY: **AUDIT COMMITTEE**

PREPARED BY: **KNOX COUNTY LAW DIRECTOR'S OFFICE**

APPROVED AS TO FORM AND CORRECTNESS:_____
DIRECTOR OF LAW

APPROVED:_____
DATE

VETOED:_____
DATE

VETO OVERRIDE:_____
DATE

MINUTE BOOK_____PAGE_____

WHEREAS, pursuant to Sec. 2-275 of the Knox County Code, the Knox County Commission (the "Commission") established an audit committee to provide oversight and direction of Knox County's audit function; and

WHEREAS, by means of Resolution R-09-9-905, the Commission adopted the Charter of the Knox County Audit Committee, as subsequently amended (the "Charter"); and

WHEREAS, the Knox County Audit Committee (the "Audit Committee") deems it

in the best interest of Knox County to amend the Charter to add a non-voting member of the Knox County Board of Education to the Audit Committee and to make certain other confirming, clarifying and housekeeping amendments; and

WHEREAS, at its duly noticed public meeting on January 30, 2025, the Audit Committee approved and recommended to the Commission that the Charter be amended as provided herein.

NOW THEREFORE BE IT RESOLVED BY THE COMMISSION OF KNOX COUNTY AS FOLLOWS:

The Charter of the Knox County Audit Committees is hereby amended to read as shown on Exhibit A attached hereto and incorporated herein by reference.

BE IT FURTHER RESOLVED, that if any notifications are to be made to effectuate this Resolution, then the County Clerk is hereby requested to forward a copy of this Resolution to the proper authority.

BE IT FURTHER RESOLVED, that this Resolution is to take effect from and after its passage, as provided by the Charter of Knox County, Tennessee, the public welfare requiring it.

_____

Presiding Officer of the Commission Date

_____

County Clerk Date

Approved:_____

County Mayor Date

Vetoed:_____

County Mayor Date

CHARTER OF THE KNOX COUNTY AUDIT COMMITTEE

INTRODUCTION

The Audit Committee plays an important role in providing oversight of Knox County Government's risk management, internal control practices, and governance. This oversight mechanism also serves to provide confidence in the integrity of these practices. The Audit Committee performs its role by providing independent oversight to the Board of Commissioners of Knox County (the "Commission").

PURPOSE

The purpose of the Audit Committee is to provide a structured, systematic oversight of Knox County Government's risk management, internal control practices, and governance~~inform~~ and assist ~~the Board of Commissioners of Knox County (~~the "~~"~~Commission"~~)~~ in overseeing financial reporting, internal controls and the audit process. To assist the Commission, the Audit Committee shall pursue the following goals:

- Seek to ensure ~~that~~ management maintains a comprehensive framework of internal control.
- Seek to ensure ~~that~~ management's financial reporting practices are assessed objectively.
- Seek to d~~D~~etermine ~~that~~ the financial statements are properly audited and ~~to~~ advise management and Commission how to resolve problems disclosed in the audits.

AUTHORITY

In discharging its responsibilities, the audit committee will have unrestricted access to members of management, employees, and relevant information it considers necessary to discharge its duties. The committee will also have unrestricted access to records, data, and reports. If access to requested documents is denied due to legal or confidentiality reasons, the Audit Committee will follow a prescribed, board approved mechanism for resolution of the matter.

The audit committee is entitled to receive any explanatory information that it deems necessary to discharge its responsibilities. The organization's management and staff should cooperate with audit committee requests.

The audit committee may engage independent counsel and/or other advisors it deems necessary to carry out its duties.

The Audit Committee is empowered to:

- Appoint, compensate, and oversee the work of the public accounting firms employed by Knox County to conduct the annual audits, subject to all requirements of the Knox County Charter (the "Charter") and ordinances of the Knox County Procurement

Code, or other applicable local, state and federal law. These firms will report directly to the Audit Committee.

- Attempt to resolve any disagreements between management and the auditors regarding financial reporting.

- Meet with county officials and/or external auditors as necessary.

- Recommend to ~~County~~ the Commission that it investigate problems disclosed in any audit that cannot be resolved.

COMPOSITION

The Audit Committee shall be a six~~five~~ (6~~5~~) member committee ~~appointed by the Commission and~~ consisting of three (3) current members of the Commission appointed by the Commission, one (1) non-voting member of the Knox County Schools Board of Education appointed by the Board of Education and two (2) citizen members appointed by the Commission ~~recommended by the Knoxville Chapter of the Tennessee Society of Certified Public Accountants (the "Knoxville Chapter of the TSCPA")~~ with at least one (1) of the members having internal audit experience, with a preference for that experience being in government. Citizen members on the Audit Committee shall serve terms of four (4) years. Knox County Commissioners and the Board of Education representative on the Audit ~~t~~

Committee shall serve terms that coincide with their respective terms of office ~~on the Commission~~. Citizen members shall be able to serve two (2) four (4) year terms and if the position is posted and no qualified applicants are received, citizen members may be reappointed for one (1) additional four (4) year term.

~~In the event the Knoxville Chapter of the TSCPA fails to recommend a member for appointment or reappointment within 90 days of a member's term expiring or seat being vacated, then this member on the Audit Committee may be appointed or reappointed by the Commission without the Knoxville Chapter of the TSCPA's recommendation to serve the four-year term or the remainder of the term if the appointment is to fill the vacancy of an unexpired term. The Knox County Finance Director shall provide adequate notice to the Knoxville Chapter of the TSCPA of the expiration of the term or vacated seat of a member to be recommended by the Knoxville Chapter of the TSCPA.~~

Each year at its first meeting after September 1 the committee shall elect a Chair and Vice Chair from among its members.

Members of the Audit Committee shall be independent of the Knox County Mayor's Office.

MEETINGS

The Committee will meet at least four times a year, with authority to convene additional meetings, as circumstances require. The Committee will follow Robert's Rules of Order.

All committee members are expected to attend each meeting. The Committee will invite members of management, auditors, or others to attend meetings and provide pertinent information, as necessary.

Meeting agendas will be prepared by the Chairman and provided in advance to members, along with appropriate briefing materials. Minutes will be prepared.

RESPONSIBILITIES

The Committee may carry out the following responsibilities: ~~Financial~~

Financial Statements

- Review significant accounting and reporting issues, including complex or unusual transactions and highly judgmental areas, and recent professional and regulatory pronouncements, and understand their impact on the financial statements.

- Review of analyses prepared by management and/or the independent auditor setting forth significant financial reporting issues and judgments made in connection with

the preparation of the financial statements, including analyses of the effects of alternative GAAP methods on financial statements.

- Review with management and the external auditors the results of the audit, including any difficulties encountered. This review will include any restrictions on the scope of the independent auditor's activities or on access to requested information, and any significant disagreements with management.

- Discuss with management and the external auditors the following: (1) The annual financial statements, including the disclosures under "Management's Discussion and Analysis", and consider whether they are complete, consistent with information known to committee members, and reflect appropriate accounting principles, (2) The Single Audit Report and Findings and Recommendations, and (3) Knox County Schools Activity Funds Annual Financial Statements.

- Review other sections of the Annual Comprehensive ~~Annual~~ Financial Report and consider the accuracy and completeness of the information.

- Review with management and the external auditors all matters required to be communicated to the committee under both Generally Accepted Auditing Standards and Government Auditing Standards.

- Understand how management develops interim financial information.

- Review interim financial reports with management and consider whether they are complete and consistent with the information known to committee members.

Internal Control

- Consider the effectiveness of the internal control system, including information technology security and control.

- Understand the scope of internal and external auditors' review of internal control over financial reporting, and obtain reports on significant findings and recommendations, together with management's responses.

Internal Audit

- Review ~~and approve~~ the ~~county auditor~~ annual audit plan, activities, staffing, and organizational structure of the internal audit function. ~~**[This would require amending Sec. 2-277 regarding staffing].**~~

- Ensure there are no unjustified restrictions or limitations on the ~~county auditor~~internal audit director.

- Review the effectiveness of the internal audit function, including compliance with auditing standards, and annually assess the performance of the internal audit director.~~.~~

- On a regular basis, meet with the ~~county auditor~~internal audit director to discuss any matters that the committee or internal audit believes should be discussed.

- There should be a meeting with the ~~county auditor~~internal audit director at least annually that would include a discussion of independence and objectivity of the internal audit function in its relation to management and the Commission.

- Work with the ~~county auditor~~internal audit director to formulate an annual budget request, which shall be submitted to the Commission by Knox County Finance~~the county auditor~~ for consideration as part of the overall Knox County budget. ~~**[This is to comply with Section 2-278].**~~

- Recommend to the ~~Knox County~~ Commission, when applicable, the hiring and/or firing of the i~~I~~nternal a~~A~~udit director~~or~~.

External Audit

- Review and approve the external auditors' proposed audit plan, scope and approach, including coordination of audit effort with internal audit.

- Review the performance of the external auditors. In performing this review the committee will:

    1. At least annually, obtain and review a report by the external auditor describing the firm's internal quality-control procedures; any material issues raised by the most recent internal quality-control review, or peer review, of the firm or by inquiry or investigation by governmental or professional authorities, within the preceding five years, respecting one or more independent audits carried out by the firm, and any steps taken to deal with any such issues; and (to assess the auditor's independence) all relationships between the external auditor and the county.

    2. ~~Take into account~~Consider the opinions of management and the ~~county auditor~~internal audit director.

    3. Review and evaluate the lead partner of the external auditors.

    4. Discuss the financial statements with management and the external auditor to determine if they are fairly presented.

- During the second meeting of each calendar year, the Audit Committee shall consider a contract extension for the current provider of external audit services.

- When deemed appropriate, ~~T~~the Audit Committee shall cooperate with and assist ~~the Purchasing Department~~Knox County Procurement in the development of an~~the~~ RFP for external audit services. The audit committee shall review all proposals and select an audit firm for recommendation to the ~~county~~ C~~c~~ommission for approval.

- Ensure the contract with the external auditor is in accordance with state statutes.

- On a regular basis, meet separately with the external auditors to discuss any matters that the committee or auditors believe should be discussed.

Compliance

- Review the findings of any examinations by regulatory agencies, and any auditor observations.

- Obtain regular updates from management and the county's legal counsel regarding compliance matters.

- ~~Conduct self/peer reviews of all Audit Committee members on a regular basis.~~

Reporting Responsibilities

- Regularly report to the ~~Knox County~~ Commission about committee activities and issues that arise with respect to the quality or integrity of the county's financial statements, the county's compliance with legal or regulatory requirements, the performance and independence of the county's ~~independent~~ auditors, and the performance of the internal audit function.

- Provide an open avenue of communication between internal audit, the external auditors, and the ~~Knox County~~ Commission.

- ~~Report annually to the Knox County Commission, describing the committee's composition, responsibilities and how they were discharged, and any other information required by rule.~~

- Review any other reports the county issues that relate to committee responsibilities.

Other Responsibilities

- Discuss with management the county's major policies with respect to risk assessment and risk management.

- Perform other activities related to this charter as requested by the ~~Knox County~~ Commission.

- Review and assess the adequacy of the committee charter annually, requesting ~~Knox County~~ Commission approval for proposed changes, and ensure appropriate disclosure as may be required by law or regulation.

- Confirm annually that all responsibilities outlined in this charter have been carried out.

- Adhere to the auditing standards established by the Institute of Internal Auditors.

RLA-17153 **R-25-3-904**

COMMISSION (PRELIMINARY AGENDA)

Meeting Date: 03/20/2025

Requested By: Drucilla Stills, COUNTY COMMISSION

Department: PROCUREMENT

Requires Expenditure of Funds: Funded in Current Budget:

Appropriation Required:

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, approving a five-year lease agreement with the Town of Farragut at a starting rate of $3,000.00 per month for the Clerk and Trustee's space on the first floor of the newly renovated Farragut Town Hall. **(TO BE ADDED)**

(County Clerk and Trustee)

Attachments

Resolution

Lease Agreement

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, APPROVING A FIVE-YEAR LEASE AGREEMENT WITH THE TOWN OF FARRAGUT AT A STARTING RATE OF $3,000.00 PER MONTH FOR THE CLERK AND TRUSTEE'S SPACE ON THE FIRST FLOOR OF THE NEWLY RENOVATED FARRAGUT TOWN HALL.

RESOLUTION: **R-25-3-904**

REQUESTED BY: **COUNTY CLERK & TRUSTEE**

PREPARED BY: **KNOX COUNTY LAW DIRECTOR'S OFFICE**

APPROVED AS TO FORM AND CORRECTNESS:_____
DIRECTOR OF LAW

APPROVED:_____
DATE

VETOED:_____
DATE

VETO OVERRIDE:_____
DATE

MINUTE BOOK_____PAGE_____

WHEREAS, the Town of Farragut, Tennessee is the owner of the Farragut Town Hall located at 11408 Municipal Center Drive; and

WHEREAS, Knox County has previously entered into agreements with the Town of Farragut for the lease of office space in the Farragut Town Hall for the purpose of maintaining satellite offices of the Knox County Clerk and the Knox County Trustee; and

WHEREAS, the Town of Farragut is renovating the interior of the Farragut Town Hall with such renovations to be completed in early 2025; and

WHEREAS, Knox County is in need of more office space than it has historically leased and the Town of Farragut has the capacity to make more space available to Knox County; and

WHEREAS, the proposed lease agreement sets forth the terms and conditions under which Knox County will lease approximately 2,248 square feet of space on the first floor of the Farragut Town Hall once renovations are complete; and

WHEREAS, the lease agreement is effective for a five (5) year term and provides for a monthly rent of $3,000.00 for the first year of the lease with an increase of $50.00 in the monthly rent each year thereafter over the term of the lease.

NOW THEREFORE BE IT RESOLVED BY THE COMMISSION OF KNOX COUNTY AS FOLLOWS:

The agreement with the Town of Farragut for the lease of office space for the Knox County Clerk and Knox County Trustee in the Farragut Town Hall is hereby adopted and approved in substantive form as presented this date, a copy of which is attached to this Resolution and incorporated herein by reference.

BE IT FURTHER RESOLVED, the agreement with the Town of Farragut for the lease of office space for the Knox County Clerk and Knox County Trustee in the Farragut Town Hall shall be executed subject to such amendment or action not affecting the substantive provisions of the contract as may be required and approved by the Knox County Law Director.

BE IT FURTHER RESOLVED, that if any notifications are to be made to effectuate this Resolution, then the County Clerk is hereby requested to forward a copy of this Resolution to the proper authority.

BE IT FURTHER RESOLVED, that this Resolution is to take effect from and after its passage, as provided by the Charter of Knox County, Tennessee, the public welfare requiring it.

_____

Presiding Officer of the Commission Date

_____

County Clerk Date

Approved:_____

County Mayor **Date**

Vetoed:_____

County Mayor **Date**

AGREEMENT BETWEEN THE TOWN OF FARRAGUT AND KNOX COUNTY FOR THE LEASE OF OFFICE SPACE IN THE FARRAGUT TOWN HALL

THIS AGREEMENT, made and entered as of the ____ day of _____, 2025, by and between the TOWN OF FARRAGUT, TENNESSEE, hereinafter called "Landlord" and KNOX COUNTY, TENNESSEE, hereinafter called "Tenant" (the "Agreement").

WHEREAS, Tenant, acting through the offices of the Knox County Clerk and Knox County Trustee, desires to make more convenient and accessible services to Knox County residents utilizing the services of those offices by maintaining office space within the Farragut Town Hall, located at 11408 Municipal Center Drive, Farragut, Tennessee; and

WHEREAS, pursuant to the Lease Agreement entered into November 8, 2007, October 13, 2011, October 8, 2015, and October 22, 2020, Tenant has occupied office space on the second floor of the Farragut Town Hall; and

WHEREAS, Landlord is renovating the interior of the Farragut Town Hall, such renovations to be completed in early 2025; and

WHEREAS, Tenant is in need of more office space than it has historically leased from Landlord, and Landlord has the capacity to make more space available to Tenant upon the terms and conditions herein set forth; and

WHEREAS, the parties desire to memorialize the terms and conditions of their agreement to govern their Landlord/Tenant relationship.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and agreements provided for hereinafter, and as provided for in the Agreement, the Landlord and Tenant hereby agree as follows:

1. Landlord shall lease approximately two thousand two hundred and forty-eight square feet (2,248 s.f.) of space on the first floor of Town Hall, together with ingress and egress thereto, for the sole and exclusive purpose of maintaining satellite offices of the Knox County Clerk and the Knox County Trustee, and shall be located in the area as marked and identified on **Exhibit A** attached hereto.

2. Tenant shall continue to provide the services carried out in the offices of the Knox County Clerk and Trustee prior to this new lease agreement. The office space shall be available on a twenty-four hour basis, but ingress and egress during other than normal business hours shall be via the direct outside access point as designated on **Exhibit A**. The Tenant shall be responsible for its own internal office security of confidential records and shall be solely responsible for any costs incurred in connection therewith. Nothing contained herein shall limit Landlord in its access to the entirety of the first floor, including access to and use of the common areas, mechanical room and restrooms at all times. Access to the office space of the Tenant shall be limited to those designated by the Tenant, the general public to the extent appropriate and during the time designated by Tenant, personnel of Landlord during normal business hours,

janitorial and maintenance personnel selected, controlled and paid by Tenant, and personnel acting for Landlord in an emergency situation.

3. Landlord shall provide building standard finished space, unfurnished, and shall likewise provide building standard heating, cooling, lighting, electrical connections and electricity. Each party shall be responsible for providing its own janitorial services so as to be able to provide for and control security in the space utilized by each. Landlord will afford access to public facilities and restrooms to employees of Tenant, but public facilities and restrooms shall only be available to the general public on the first floor. Employees of Landlord shall have access to first floor restrooms.

4. Tenant shall be responsible for all furnishings, equipment and supplies necessary and appropriate to the operation of a full-service, satellite office of the Knox County Clerk and the Knox County Trustee, including the operation of a business/marriage license office. Tenant shall be responsible for its own telephone, computer lines and equipment, any physical requirements for heating, cooling, electrical supply, communications capability in excess of building standard, and shall be responsible for all charges, costs, and expense in connection with the installation and utilization of such, either by separate billing, separate metering, or reimbursement to Landlord as appropriate and applicable.

5. Tenant shall be solely responsible for the hiring, firing, payment, and any and all related matters pertaining to its employees, including the employees of the Knox County Clerk and the Knox County Trustee, which employees are to be located in the facilities of the Landlord. Any and all insurance, benefits, workmen's compensation insurance, if any, and terms and conditions of employment of personnel of the office of the Knox County Clerk and the Knox County Trustee shall be solely and exclusively within the purview and province of and the duty and responsibility of Tenant and Landlord shall have no responsibility, obligation or liability whatsoever in connection therewith. Tenant shall appoint and furnish to Landlord the names of appointees who shall be responsible as to each separate office located in the leased space to act as liaison with the Town Administrator of Landlord to resolve on-site matters with the Town.

6. Landlord shall provide access control for the Tenant’s space in the Farragut Town Hall. This access control will include badges for personnel, alarm system and monitoring. In addition, the Tenant’s office space will include security monitoring equipment for its rentable space. The total cost of this equipment to be paid by Tenant to Landlord is $2,503.79 and is to be paid within 30 days of execution of this agreement.

7. The term of this Agreement shall extend from the date the offices are available for occupancy on or about April 1, 2025 to and including March 31, 2030. Either party may opt to terminate this Agreement by giving written notice of its desire to terminate to the other party at least ninety (90) days prior to the desired date of termination. Further, Tenant may terminate this lease at any time, without penalty, but no refund of any portion of a monthly payment will be made. Upon termination of the Agreement, Tenant will remove at its sole cost and expense, during normal business hours, all of the furnishings, equipment, supplies and other personal property from the space, leaving the same broom-clean and surrender the space to Landlord in as good condition as received, normal wear and tear excepted.

8. As rent for the entire term of this lease and for the fulfillment of the conditions contained in this Agreement, Landlord agrees to charge and accept, and Tenant agrees to pay rent in the following amounts, payable on the first of the month for each month, beginning on or about April 1, 2025:

Year	Rental Per Month
4/1/25 — 3/31/26	$3,000
4/1/26 — 3/31/27	$3,050
4/1/27 — 3/31/28	$3,100
4/1/28 — 3/31/29	$3,150
4/1/29 — 3/31/30	$3,200

[First Month Rent will be prorated based on date offices are available for occupancy.]

Landlord shall make no other charge or assess any other fee to Tenant for the occupancy of space by Tenant in the Town Hall building, except as provided in section 6, provided however Tenant shall be responsible for costs of utilities, communications, heating and cooling, lighting, electrical connections and electrical requirements in excess of building standard, and Tenant shall be responsible for costs incident to its own janitorial service. Landlord shall furnish at no expense to Tenant and pay all costs associated with common area maintenance, parking and normal maintenance upkeep and repair, except for items in excess of building standard installed at the expense of Tenant as to which obligations of repair, maintenance and upkeep shall be the sole duty, responsibility and obligation of Tenant.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed as of the day and year first above written.

LANDLORD:

TOWN OF FARRAGUT

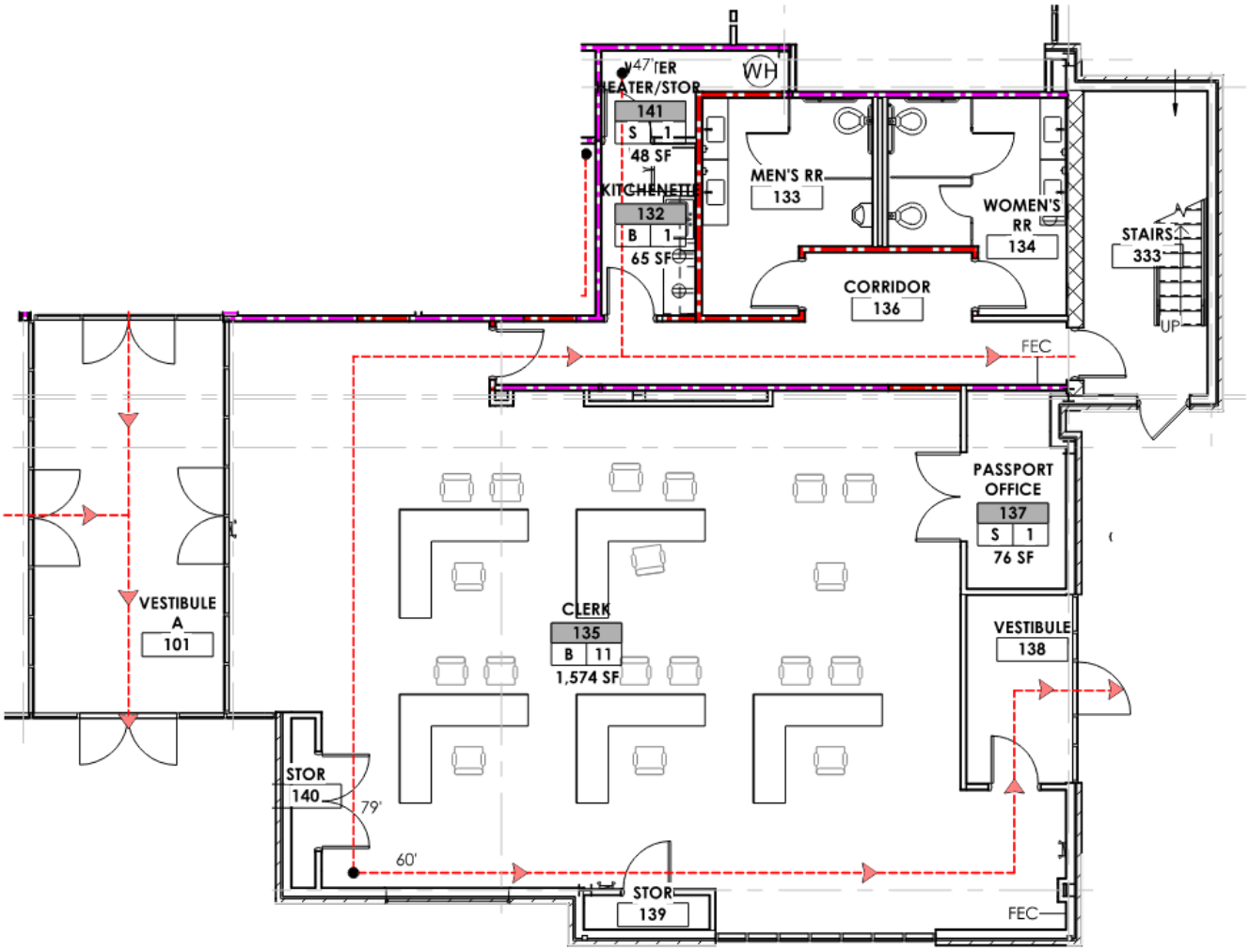
By: _____
Ron Williams, Mayor

TENANT:

KNOX COUNTY, TENNESSEE

By: _____
Glenn Jacobs, Mayor

EXHIBIT A
2,248 ft²



RLA-17021 **R-25-3-101**

COMMISSION (PRELIMINARY AGENDA)

Meeting Date: 03/20/2025

Requested By: Drucilla Stills, COUNTY COMMISSION

Department: COUNTY COMMISSION

Requires Expenditure of Funds: Funded in Current Budget:

Appropriation Required:

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, honoring the members of the Class of 2025 Junior Commission Civics Education Program upon their program completion.
(Full Commission)

Attachments

Resolution

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, HONORING THE MEMBERS OF THE CLASS OF 2025 JUNIOR COMMISSION CIVICS EDUCATION PROGRAM UPON THEIR PROGRAM COMPLETION.

RESOLUTION: R-25-3-101

REQUESTED BY: FULL COMMISSION

PREPARED BY: KNOX COUNTY LAW DIRECTOR'S OFFICE

APPROVED AS TO FORM AND CORRECTNESS:_____
DIRECTOR OF LAW

APPROVED:_____
DATE

VETOED:_____
DATE

VETO OVERRIDE:_____
DATE

MINUTE BOOK_____**PAGE**_____

WHEREAS, the Knox County Commission established a Junior Commissioner program in November 2022 to promote community engagement and civic education within Knox County students; and

WHEREAS, this unique leadership program actively involved Knox County youth in understanding their local government and has ultimately led to a more engaged and informed citizenry; and

WHEREAS, this annual youth civics program was provided to the public and open to junior or senior students enrolled full-time in a public, private or accredited home school program; and

WHEREAS, participating in this youth leadership program provided experiential learning of the functions of government, demonstrated healthy citizenry habits, and promoted public awareness of the strengths and abilities of Knox County youth; and

WHEREAS, the students who participated in the Junior Commissioner civic leadership program have become more engaged citizens who will no doubt emerge as community leaders promoting liberty, democracy and the virtues of a healthy republic; and

WHEREAS, it has been verified that the Class of 2025 participants have completed all the requirements of the program and are hereby recognized as Junior Commissioner graduates.

NOW THEREFORE BE IT RESOLVED BY THE COMMISSION OF KNOX COUNTY AS FOLLOWS:

It is hereby recognized that Jakhi Powell (Junior, Career Magnet Academy), Audrey Zanders (Junior, West High School), Estella Tarbox (Senior, Christian Academy of Knoxville), Keya Patel (Senior, West High School), Shylyn Whitcomb (Junior, Farragut High School), Pierce Broussard (Junior, Catholic High School), Olivia Price (Junior, Halls High School), Jackson Kingsford (Senior, Gibbs High School), Charity Davis (Junior, South-Doyle High School), Olivia Graves (Senior, Powell High School), and Matthew Greenwood (Junior, Hardin Valley Academy) have graduated from the third annual Junior Commission program and are now charged with promoting civic engagement and sharing the importance of local government amongst their peers.

BE IT FURTHER RESOLVED, that this Resolution is to take effect from and after its passage, as provided by the Charter of Knox County, Tennessee, the public welfare requiring it.

_____

Presiding Officer of the Commission Date

_____

County Clerk Date

Approved:_____

County Mayor Date

Vetoed:_____

County Mayor Date

RLA-17133 **R-25-3-102**

COMMISSION (PRELIMINARY AGENDA)

Meeting Date:	03/20/2025
Requested By:	Jill Rosberg, LAW DEPARTMENT
Department:	COUNTY COMMISSION
Requires Expenditure of Funds:	NO Funded in Current Budget: YES
Appropriation Required:	NO

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, honoring the Farm Bureau Women of Knox County. *(Commissioner Thompson)*

Attachments

No file(s) attached.

RLA-17136 **R-25-3-103**

COMMISSION (PRELIMINARY AGENDA)

Meeting Date: 03/20/2025

Requested By: Drucilla Stills, COUNTY COMMISSION

Department: COUNTY COMMISSION

Requires Expenditure of Funds: Funded in Current Budget:

Appropriation Required:

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, honoring Rural Metro Firefighters Engineer David Dragan and Hunter Mitchell of Engine 233 and Captain Andrew Fizzano and Thomas Kearley of Engine 234 for their heroic bravery and commendable service to Knox County in responding to the recent propane truck fire on East Emory Road.
(Commissioners Thompson and Frazier)

Attachments

No file(s) attached.

RLA-16733 **R-25-3-104**

COMMISSION (PRELIMINARY AGENDA)

Meeting Date: 03/20/2025

Requested By: Drucilla Stills, COUNTY COMMISSION

Department: COUNTY COMMISSION

Requires Expenditure of Funds: Funded in Current Budget:

Appropriation Required:

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, honoring Eddie Mannis and HonorAir Knoxville. **(DEFER TO APRIL AT REQUEST OF SPONSOR)**

(Commissioners Jackson, Rawls, Durrett, Oster, Hill, Lee, Jay and Frazier)

Attachments

No file(s) attached.

RLA-17160 **R-25-3-105**

COMMISSION (PRELIMINARY AGENDA)

Meeting Date: 03/20/2025

Requested By: Drucilla Stills, COUNTY COMMISSION

Department: COUNTY COMMISSION

Requires Expenditure of Funds: Funded in Current Budget:

Appropriation Required:

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, honoring the Vine Boys Basketball Team. **(TO BE ADDED)**
(Commissioner Rawls)

Attachments

No file(s) attached.

RLA-17135 **37.**

COMMISSION (PRELIMINARY AGENDA)

Meeting Date: 03/20/2025

Requested By: Drucilla Stills, COUNTY COMMISSION

Department: COUNTY COMMISSION

Requires Expenditure of Funds: Funded in Current Budget:

Appropriation Required:

CAPTION

Presentation: Tennessee Valley Fair.
(Commissioner Thompson)

Attachments

No file(s) attached.

RLA-17103 **38.**

COMMISSION (PRELIMINARY AGENDA)

Meeting Date:	03/20/2025
Requested By:	Sandi Prichard, ENGINEERING AND PUBLIC WORKS
Department:	ENGINEERING AND PUBLIC WORKS
Requires Expenditure of Funds:	NO Funded in Current Budget: NO
Appropriation Required:	NO

CAPTION

Consideration of the Acceptance of New County Roads:

A) Cambridge Reserve Drive located in Ely Park Subdivision, Phase II, Unit 4, District 8.
B) Rose Water Lane located in Ely Park Subdivision, Phase II, Unit 4, District 8.
C) Rugged Bark Lane located in Ely Park Subdivision, Phase II, Unit 4, District 8.
D) Wager Lane located in Walkers Reserve Phase I, District 6.
E) Wavetree Drive located in Walkers Reserve Phase I, District 6.
F) Wakerly Place Lane located in The Reserve at Walkers Gate Phase II, District 6.
G) Wade Green Lane located in The Reserve at Walkers Gate Phase II, District 6.
H) Wavetree Drive located in The Reserve at Walkers Gate Phase II, District 6.
I) Conner Springs Lane located in Covered Bridge at Hardin Valley Phase 1A, District 6.
J) Covered Bridge Boulevard located in Covered Bridge at Hardin Valley Phase 1A, District 6.
K) Rustic Bridge Trail located in Covered Bridge at Hardin Valley Phase 1A, District 6.
L) King Post Trail located in Covered Bridge at Hardin Valley Phase 1A, District 6.
M) Shady Meadow Lane located in Covered Bridge at Hardin Valley Phase 1A, District 6.

N) Covered Bridge Boulevard located in Covered Bridge at Hardin Valley Phase 1B, District 6.
O) Echo Brook Lane located in Covered Bridge Phase 1C, District 6.
P) Whitetail Lane located in Covered Bridge Phase 1C, District 6.
Q) Viewcrest Lane located in Covered Bridge Phase 1C, District 6.
R) Covered Bridge Boulevard located in Covered Bridge Phase 1C, District 6.
S) Misty Mountain Circle located in Covered Bridge at Hardin Valley Phase 3, Lots 1-51, District 6.
T) King Post Trail located in Covered Bridge at Hardin Valley Phase 3, Lots 1-51, District 6.
(Engineering and Public Works)

Attachments

Ely Park Ph II Unit 4

Walkers Reserve Phase I

The Reserve at Walkers Gate Ph II

Covered Bridge at HV Ph 1A

Covered Bridge at HV Ph 1B

Covered Bridge Ph 1C

Covered Bridge at HV Ph 3

ENGINEERING & PUBLIC WORKS

Codes Enforcement · Fleet Services · Operations · Development Services · Solid Waste · Strategic Planning

Knox County Tennessee Road Acceptance

Name of Subdivision: Ely Park Subdivision, Phase II, Unit-4
Developer: Primos Land Company, LLC.
Commission District: 8
Inspector:
Date: February 24, 2025

Name of Road	Length of Road	Resurfacing w/Profile Mill Included in Cost
Cambridge Reserve Drive	1475 LF	$ 52,060.86
Rose Water Lane	413 LF	$ 14,577.04
Rugged Bark Lane	412 LF	$ 14,541.75
	Total Miles 0.44	Total $ 81,179.65

Knox County Engineering is recommending the acceptance of the right-of-way along the above streets as shown on the recorded plat instrument number 20200701000340.

205 West Baxter Avenue · Knoxville, TN 37917 · 865-215-5800

New Road Checklist:

Name of Subdivision: Ely Park Subdivision, Phase II, Unit-4
Inspector: Frankie Ramos
Date Surfaced: June 22, 2020

- ✓ Curbs are backfilled
- ✓ Correct signs have been installed per the MUTCD manual
- ✓ Street signs
- ✓ Stop signs
- ✓ Speed limits signs
- ✓ Children at play signs
- ✓ No Outlet signs if applicable
- ✓ Street is free of standing water
- ✓ Sidewalks are located within the ROW
- ☐ Bridge(s) spanning 20' or more located within this road section
    - If yes, provide a brief description:

_____

_____

- EPW file # 116-007

Recommended for road acceptance: Yes

_____ 2/24/2025

Construction Assurance Coordinator — Date

_____ 2/27/25

Development Services Director — Date

Zoning
Zoning district(s) to which the land being subdivided is located shall be indicated as shown on the zoning map by the Planning Commission as follows:
Zoning Shown on Official Map PR
Date: 6/29/2020
By: Emily Bills

Taxes and Assessments
This is to certify that all property taxes and assessments due on this property have been paid.
Knox County Trustee: Signed: [signature] Date: 6/30/2020

Addressing Department Certification
I, the undersigned, hereby certify that the subdivision name and all street names conform to the Knoxville/Knox County Street Naming and Addressing Ordinance, the Administrative Rules of the Planning Commission, and those regulations.
Signed: Donna Hall 6/30/2020
Date:

Knox County Department of Engineering and Public Works
The Knox County Department of Engineering and Public Works hereby approves this plat on this the 25 day of June, 20 20
Engineering Director

Planning Staff Certification of Approval for Recording - Final Plat
This is to certify that the subdivision plat shown hereon has been found to comply with the Subdivision Regulations of Knoxville and Knox County and with existing official plans, with the exception of any variances and waivers noted on this plat, and that the record plat is hereby approved for recording in the office of the Knox County Register of Deeds. Pursuant to Section 13-3-405 of Tennessee Code, Annotated, the approval of this plat by the Planning Commission shall not be deemed to constitute or effect an acceptance by the City of Knoxville or Knox County of the dedication of any street or other ground upon the plat.
Signed: [signature] ED
Date: 6/29/2020

Certification of Approval of Public Water System - Major Subdivisions
This is to certify that the public water system installed, or proposed for installation, is in accordance with State and local regulations.
Northeast Knox Utility District
Utility Provider
[signature] 06/29/20
Authorized Signature for Utility Date

Certification of Approval of Public Sanitary Sewer System - Major Subdivisions
This is to certify that the public sanitary sewer system installed, or proposed for installation, is in accordance with State and local regulations.
KUB
Utility Provider
[signature] 06/30/2020
Authorized Signature for Utility Date

Knox County, TN
REC'D FOR REC'D 7/1/2020 2:27 PM
RECORD 1ST PAGE OF 4 PG: $0.00
M. "BETTY" CHEEK, REGISTER OF DEEDS
202007010000340

Guarantee of Completion of Streets and Related Improvements.
I, the undersigned, hereby certify that a bond or other security has been posted with the appropriate agency to insure completion of all streets and related improvements including indicated permanent reference markers and monuments, benchmarks and property monuments in this subdivision in accordance with required standardized specifications.
Signed: [signature] Date: 6/25/20
Dept: EPW Title: DE

Guarantee of Completion of Stormwater Facilities.
I, the undersigned, hereby certify that a bond or other security has been posted with the appropriate agency to insure completion and stabilization of all stormwater facilities as shown on this stormwater plan, which were approved the ____ day of ____, 20__
Signed: [signature] Date: 6/25/20
Dept: EPW Title: DE

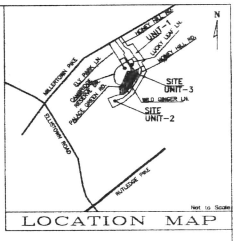
Certificate of Ownership and General Dedication.
I, Josh Sanderson of Primos Land Company, LLC, the undersigned owner(s) of the property shown hereon, hereby adopt this as my, our) plan of subdivision and dedicate the streets as shown to the public use forever and hereby certify that (I am, we are) the owner(s) in fee simple of the property, and as property owner(s) have an unrestricted right to dedicate right-of-way and/or grant easement as shown on this plat.
(Owner(s) Printed Name) [signature]
Date: 6/29/20

GPS SURVEY NOTE:
ALL BOUNDARY MONUMENTS AND SURVEY CONTROL WAS PERFORMED USING GPS RECEIVER:
TOPCON GR-3 NETWORK ROVER, DUAL FREQUENCY WAS USED (L1/L2) GPS SURVEY
PERFORMED WAS NETWORK ADJUSTED REAL TIME KINEMATICS BASED ON TDOT GNSS
NETWORK NADB3 (2011/2007) VERTICAL DATUM IS NAVD'88, GEOID09. PRECISION OF THE GPS
NETWORK RPA: 4 CM PLUS 50 PARTS PER MILLION (BASED ON THE DIRECT DISTANCE
BETWEEN THE TWO CORNERS BEING TESTED).
DISTANCES HAVE NOT BEEN REDUCED TO GRID.

LEGEND
IRON PIN FOUND
IRON PIN SET
PROPERTY LINE
RIGHT OF WAY LINE
CENTER LINE
EASEMENT LINE
OVERHEAD POWER LINE
POWER POLE

NOTE:
THREE DAYS PRIOR TO ANY EARTHWORK OR CONSTRUCTION CONTRACTOR MUST CONTACT:
TENNESSEE ONE-CALL
1-800-351-1111
RECORD AND SAVE YOUR CONFIRMATION NUMBER.

0.2% 200 YEAR FLOOD WIDTH



NOTES:
1. IRON PIN SET AT ALL CORNERS, UNLESS AS SHOWN. ALL NEW PINS ARE 1/2" IRON ROAD WITH SOUTHLAND CAP (#2306).
2. THERE SHALL BE TEN (10) FEET IN WIDTH UTILITY AND DRAINAGE EASEMENTS INSIDE ALL EXTERIOR LOT LINES ADJOINING STREETS AND PRIVATE RIGHT-OF-WAYS AND FIVE (5) IN WIDTH SHALL BE PROVIDED ALONG BOTH SIDES OF ALL INTERIOR LOT LINES AND ON THE INSIDE OF ALL OTHER EXTERIOR LOT LINES. UTILITY AND DRAINAGE EASEMENTS TO BE CENTERED ABOUT DRAINAGE STRUCTURE AS INSTALLED.
3. SANITARY SEWER EASEMENT OF 15', 7.5' EACH SIDE OF SEWER AS INSTALLED (WHERE APPLICABLE).
4. THIS PROPERTY IS ZONED PR (5 DU/AC).
5. THIS SUBDIVISION CONTAINS 17.51 ACRES AND IS SUBDIVIDED INTO 69 SINGLE FAMILY LOTS, AND PUBLIC RIGHT-OF-WAY.
6. BUILDING SETBACK LINES WILL BE AS FOLLOWS:
FRONT....20' (B.L.)
SIDES....5'
REAR SETBACK....15' (ALL INTERIOR LOTS)
PERIPHERAL SETBACK....35'
7. FOR APPROVED SUBDIVISION VARIANCES AND CONDITIONS OF APPROVAL OF CONCEPT PLAN AND USE ON REVIEW, REFER TO THE MPC COMMISSIONER'S FILES # 10-SA-15-C AND 10-A-15-UR.
8. THERE IS A HOME OWNERS ASSOCIATION IN THIS SUBDIVISION AND ITS RECORDED IN THE KNOX COUNTY REGISTER OF DEED IN INSTRUMENT # 201101070041416
9. THE OWNERS ARE RESPONSIBLE FOR MAINTAINING ALL STORM WATER FACILITIES ON THE PROPERTY. THE COVENANT FOR MAINTENANCE OF STORMWATER FACILITIES IS RECORDED AS INSTRUMENT #201005060074022.
10. ALL ROADS IN THIS SUBDIVISION ARE PUBLIC ROAD WITH 50' RIGHT-OF-WAY AND 26' WIDE PAVEMENT.
11. VEHICULAR ACCESS FOR ALL LOTS IS LIMITED TO INTERIOR ROAD SYSTEM ONLY.
12. FOR LOTS 241-251, FFE SHALL BE ONE FOOT ABOVE THE TOP POND BERM.
13. THE ENCROACHED AREA IS SHOWN IN THIS PLAT SO THERE WILL BE NO SLIVER OF UNRECORDED LAND.
14. GPS TOPCON EQUIPMENT GR-3, S# 388-0328, S# 388-0337, AND P/N 010-050901-01 WAS USED.

CURVE TABLE:

C	CHORD BEARING	CHORD	ARC	RADIUS	TANGENT
C1	N28°58'58"E	31.06'	31.08'	275.00'	
C2	N37°19'5"E	48.71'	48.77'	275.00'	
C3	N46°18'E	37.67'	37.70'	275.00'	
C4	N64°48'5"E	52.00'	52.38'	325.00'	
C5	N65°57'E	51.36'	51.72'	125.00'	
C6	S79°31'E	51.36'	51.72'	125.00'	
C7	S53°31'E	21.68'	21.71'	125.00'	
C8	S44°35'E	82.16'	82.17'	300.00'	
C9	S39°18'E	52.36'	52.43'	300.00'	
C10	S28°36'E	59.50'	59.62'	308.00'	
C11	N24°56'W	88.32'	88.79'	256.00'	
C12	N41°24'W	62.07'	62.23'	258.00'	
C13	S86°38'W	35.36'	39.27'	25.00'	25.00'
C14	S37°38'W	18.82'	19.03'	75.00'	
C15	S11°04'W	57.97'	59.52'	75.00'	
C16	S34°38'W	28.06'	28.44'	50.00'	
C17	S43°51'W	38.94'	40.00'	50.00'	
C18	S89°41'W	38.94'	40.00'	50.00'	
C19	N44°29'W	38.94'	40.00'	50.00'	
C20	N01°28'E	38.94'	40.00'	50.00'	
C21	N40°23'E	27.76'	28.13'	50.00'	
C22	N49°55'E	17.21'	17.25'	75.00'	
C23	N36°27'E	17.34'	17.99'	75.00'	
C24	N25°31'E	25.87'	25.91'	125.00'	
C25	N63°38'W	35.36'	39.27'	25.00'	25.00'
C26	S86°28'W	25.36'	29.27'	25.00'	25.00'
C27	S47°24'W	25.87'	25.91'	125.00'	
C28	S46°28'W	17.99'	17.99'	75.00'	
C29	S33°01'W	17.21'	17.25'	75.00'	
C30	S42°32'W	27.76'	28.13'	50.00'	
C31	S81°05'W	38.79'	39.74'	50.00'	
C32	N52°34'W	38.92'	39.39'	50.00'	
C33	N85°55'W	39.29'	40.28'	50.00'	
C34	N39°05'E	38.94'	40.00'	50.00'	
C35	N78°18'E	28.06'	28.44'	50.00'	
C36	N71°52'E	57.97'	59.52'	75.00'	
C37	N45°18'E	18.82'	19.03'	75.00'	
C38	N63°38'W	35.36'	39.27'	25.00'	25.00'
C39	N89°41'W	97.79'	106.52'	75.00'	
C40	S43°35'W	50.99'	51.00'	225.00'	
C41	S31°20'W	45.01'	45.08'	225.00'	

LINE TABLE:

LINE	BEARING	DISTANCE
L1	N58°33'E	103.59'
L2	N71°05'E	66.51'
L3	N56°36'E	180.94'
L4	N50°09'E	371.61'
L5	N47°32'E	18.54'
L6	N58°04'E	28.98'
L7	S38°34'E	158.47'
L8	N58°34'W	133.86'
L9	S58°04'W	3.67'
L10	S48°32'E	199.83'
L11	S43°32'E	141.51'
L12	S62°49'E	18.09'
L13	N25°03'E	6.80'
L14	S48°42'E	75.26'

Certification of Final Plat - All Indicated Markers, Monuments and Benchmarks to be Set When Construction is Completed.
I hereby certify that I am a registered land surveyor licensed to practice surveying under the laws of the State of Tennessee. I further certify that this plat and accompanying drawings, documents, and statements conform, to the best of my knowledge, to all applicable provisions of the Knoxville-Knox County Subdivision Regulations except as has been removed, described and justified in a report filed with the Metropolitan Planning Commission, or for variances for which have been approved as identified on the final plat. The bond or other security that is posted to guarantee the completion of streets and related improvements shall also guarantee the installation of the indicated permanent reference markers and monuments, benchmarks and property monuments upon completion of the subdivision.
Registered Land Surveyor: Lewis A. Rykard
Tennessee License No. 2206
Date: 6/25/20

Certification of the Accuracy of Survey
Survey accuracy shall meet the requirements of the current edition of the Rules of Tennessee State Board of Examiners for Land Surveyors - Standards of Practice. I hereby certify that this survey was prepared in compliance with the current edition of the Rules of Tennessee State Board of Examiners for Land Surveyors - Standards of Practice. Registered Land Surveyor: Lewis A. Rykard
Tennessee License No. 2306
Date: 6/25/20

Knox County Property Assessor
Signed: David Dalton
Date: 07/01/2020

OWNER:
PRIMOS LAND COMPANY, LLC
JOSH SANDERSON
4909 BALL ROAD
KNOXVILLE, TENNESSEE 37931
PHONE (865) 694-7756
FAX (865) 693-9699
EMAIL: josh@rhsco.com

05-A-20

TNQ050115

1"=60'

COPYRIGHT 2020

SOUTHLAND ENGINEERING CONSULTANTS, LLC
GENERAL CIVIL & LAND SURVEYORS
4909 BALL ROAD
KNOXVILLE, TENNESSEE 37931
PHONE: (865) 694-7756
FAX: (865) 693-9699
E-MAIL: wrghebb@sengconsultants.com
www.southlandengineeringusa.com

DESIGNED WAR
DRAWN WAR
CHECKED WAR
APPROVED ENGINEER

NO.	DATE	REVISION	APPR.

SCALE
HORIZONTAL: 1"= 60'

DATE
03-12-2020

DEED REFERENCES:
D.B. INST. # 201506100067858
PLAT INST. # 200510250037436

60 0 60 120
SCALE IN FEET

FINAL PLAT
FOR ELY PARK SUBDIVISION, PHASE II, UNIT-4
CLT MAP 051, PARCEL 018.03
DISTRICT 8, KNOX COUNTY, TENNESSEE

EPS-03-12-20-II-U4-FP

SHEET 1 OF 1 SHEETS

ENGINEERING & PUBLIC WORKS

Codes Enforcement · Fleet Services · Operations · Development Services · Solid Waste · Strategic Planning

Knox County Tennessee Road Acceptance

Name of Subdivision: Walkers Reserve -Phase I
Developer: B & J Enterprises
Commission District: 6
Inspector:
Date: February 24, 2025

Name of Road	Length of Road	Resurfacing w/Profile Mill Included in Cost
Wager Lane	190 LF	$6,706.15
Wavetree Drive	758 LF	$5,044.64
	Total Miles 0.18	Total $11,750.79

Knox County Engineering is recommending the acceptance of the right-of-way along the above streets as shown on the recorded plat instrument number 200812030035500, and any ROW that may have been dedicated along Karns Valley Drive. Part of Wavertree Lane was recorded on plat instrument number 200712060044933.

205 West Baxter Avenue · Knoxville, TN 37917 · 865-215-5800

New Road Checklist:

Name of Subdivision: Walkers Reserve -Phase I
Inspector:
Date Surfaced: 2009

- ✓ Curbs are backfilled
- ○ Correct signs have been installed per the MUTCD manual
  - ✓ Street signs
  - ✓ Stop signs
  - ✓ Speed limits signs
  - ✓ Children at play signs
  - ✓ No Outlet signs if applicable
  - ✓ Street is free of standing water
  - Sidewalks are located within the ROW

- ☐ Bridge(s) spanning 20' or more located within this road section
  - ○ If yes, provide a brief description:

_____

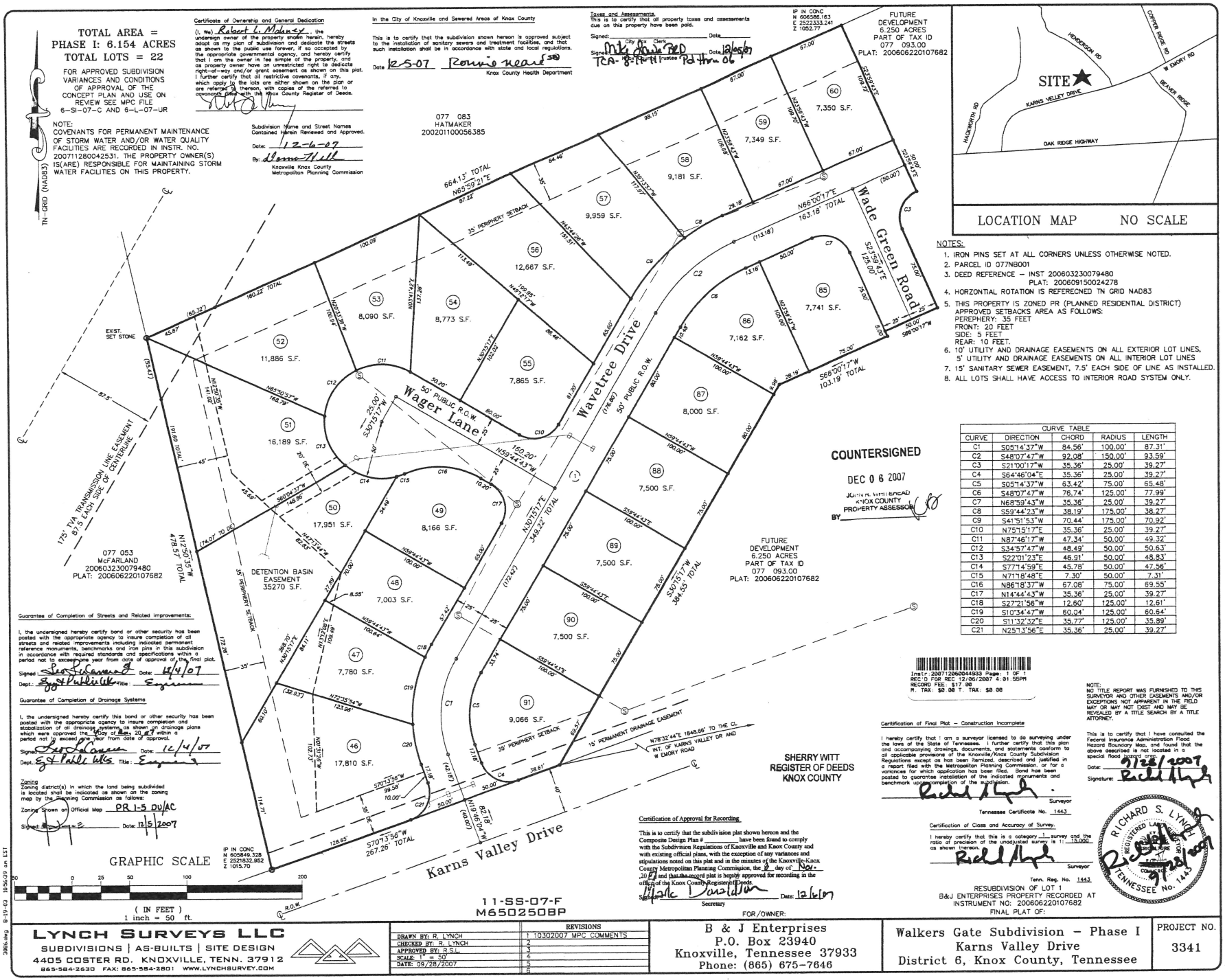
_____

  - ○ EPW file #

Recommended for road acceptance: Yes

_____ 1/24/2025
Construction Assurance Coordinator — Date

_____ 2/27/25
Development Service Director — Date



NOTES:

1. IRON PINS SET AT ALL CORNERS UNLESS OTHERWISE NOTED.
2. PARCEL ID 077NB001
3. DEED REFERENCE – INST 200603230079480 PLAT: 200609150024278
4. HORZONTIAL ROTATION IS REFERECNED TN GRID NAD83
5. THIS PROPERTY IS ZONED PR (PLANNED RESIDENTIAL DISTRICT) APPROVED SETBACKS AREA AS FOLLOWS:
   PERIPHERY: 35 FEET
   FRONT: 20 FEET
   SIDE: 5 FEET
   REAR: 10 FEET.
6. 10' UTILITY AND DRAINAGE EASEMENTS ON ALL EXTERIOR LOT LINES, 5' UTILITY AND DRAINAGE EASEMENTS ON ALL INTERIOR LOT LINES
7. 15' SANITARY SEWER EASEMENT, 7.5' EACH SIDE OF LINE AS INSTALLED.
8. ALL LOTS SHALL HAVE ACCESS TO INTERIOR ROAD SYSTEM ONLY.

CURVE TABLE				
CURVE	DIRECTION	CHORD	RADIUS	LENGTH
C1	S05°14'37"W	84.56'	100.00'	87.31'
C2	S48°07'47"W	92.08'	150.00'	93.59'
C3	S21°00'17"W	35.36'	25.00'	39.27'
C4	S64°46'04"E	35.36'	25.00'	39.27'
C5	S05°14'37"W	63.42'	75.00'	65.48'
C6	S48°07'47"W	76.74'	125.00'	77.99'
C7	N68°59'43"W	35.36'	25.00'	39.27'
C8	S59°44'23"W	38.19'	175.00'	38.27'
C9	S41°51'53"W	70.44'	175.00'	70.92'
C10	N75°15'17"E	35.36'	25.00'	39.27'
C11	N87°46'17"W	47.34'	50.00'	49.32'
C12	S34°57'47"W	48.49'	50.00'	50.63'
C13	S22°01'23"E	46.91'	50.00'	48.83'
C14	S77°14'59"E	45.78'	50.00'	47.56'
C15	N71°18'48"E	7.30'	50.00'	7.31'
C16	N86°18'37"W	67.08'	75.00'	69.55'
C17	N14°44'43"W	35.36'	25.00'	39.27'
C18	S27°21'56"W	12.60'	125.00'	12.61'
C19	S10°34'47"W	60.04'	125.00'	60.64'
C20	S11°32'32"E	35.77'	125.00'	35.89'
C21	N25°13'56"E	35.36'	25.00'	39.27'

COUNTERSIGNED
DEC 06 2007
JOHN R. WHITEHEAD
KNOX COUNTY
PROPERTY ASSESSOR
BY

Instr: 200712060044333 Page: 1 OF 1
REC'D FOR REC 12/06/2007 4:01:55PM
RECORD FEE $17.00
M. TAX: $0.00 T. TAX: $0.00

SHERRY WITT
REGISTER OF DEEDS
KNOX COUNTY

Guarantee of Completion of Streets and Related Improvements:
I, the undersigned hereby certify bond or other security has been posted with the appropriate agency to insure completion of all streets and related improvements including indicated permanent reference monuments, benchmarks and iron pins in this subdivision in accordance with required standards and specifications within a period not to exceed one year from date of approval of the final plat.
Signed: [signature] Date: 12/4/07
Dept.: Eng & Public Wks Title: Engineer

Guarantee of Completion of Drainage Systems
I, the undersigned hereby certify this bond or other security has been posted with the appropriate agency to insure completion and stabilization of all drainage systems as shown on drainage plans which were approved the 4th day of Dec 20 07 within a period not to exceed one year from date of approval.
Signed: [signature] Date: 12/4/07
Dept.: Eng & Public Wks Title: Engineer

Zoning
Zoning district(s) in which the land being subdivided is located shall be indicated as shown on the zoning map by the Planning Commission as follows:
Zoning Shown on Official Map PR 1-5 DU/AC
Signed: [signature] Date: 12/5/2007

GRAPHIC SCALE
0 25 50 100 200
(IN FEET)
1 inch = 50 ft.

Certification of Approval for Recording
This is to certify that the subdivision plat shown hereon and the Composite Design Plan # _____ have been found to comply with the Subdivision Regulations of Knoxville and Knox County and with existing official plans, with the exception of any variances and stipulations noted on this plat and in the minutes of the Knoxville-Knox County Metropolitan Planning Commission, the 6 day of Nov, 20 07 and that the record plat is hereby approved for recording in the office of the Knox County Register of Deeds.
Signed: [signature] Secretary Date: 12/6/07

11-SS-07-F
M6502508P

Certification of Final Plat – Construction Incomplete
I hereby certify that I am a surveyor licensed to do surveying under the laws of the State of Tennessee. I further certify that this plan and accompanying drawings, documents, and statements conforms to all applicable provisions of the Knoxville/Knox County Subdivision Regulations except as has been itemized, described and justified in a report filed with the Metropolitan Planning Commission, or for a variances for which application has been filed. Bond has been posted to guarantee installation of the indicated monuments and benchmark upon completion of the subdivision.
[signature] Surveyor
Tennessee Certificate No. 1443

Certification of Class and Accuracy of Survey.
I hereby certify that this is a category 1 survey and the ratio of precision of the unadjusted survey is 1: 15,000 as shown thereon.
[signature] Surveyor
Tenn. Reg. No. 1443

NOTE: NO TITLE REPORT WAS FURNISHED TO THIS SURVEYOR AND OTHER EASEMENTS AND/OR EXCEPTIONS NOT APPARENT IN THE FIELD MAY OR MAY NOT EXIST AND MAY BE REVEALED BY A TITLE SEARCH BY A TITLE ATTORNEY.

This is to certify that I have consulted the Federal Insurance Administration Flood Hazard Boundary Map, and found that the above described is not located in a special flood hazard area.
Date: 12/6/2007
Signature: [signature]

RICHARD S. LYNCH REGISTERED LAND SURVEYOR TENNESSEE No. 1443 12/6/2007

RESUBDIVISION OF LOT 1
B&J ENTERPRISES PROPERTY RECORDED AT INSTRUMENT NO: 200606220107682
FINAL PLAT OF:

FOR/OWNER:
B & J Enterprises
P.O. Box 23940
Knoxville, Tennessee 37933
Phone: (865) 675-7646

Walkers Gate Subdivision – Phase I
Karns Valley Drive
District 6, Knox County, Tennessee

PROJECT NO. 3341

LYNCH SURVEYS LLC
SUBDIVISIONS | AS-BUILTS | SITE DESIGN
4405 COSTER RD. KNOXVILLE, TENN. 37912
865-584-2630 FAX: 865-584-2801 WWW.LYNCHSURVEY.COM

DRAWN BY: R. LYNCH	REVISIONS
CHECKED BY: R. LYNCH	1 10302007 MPC COMMENTS
APPROVED BY: R.S.L.	2
SCALE: 1" = 50'	3
DATE: 09/28/2007	4
	5
	6

3986.dwg 8-19-03 10:56:39 am EST

ENGINEERING & PUBLIC WORKS

Codes Enforcement · Fleet Services · Operations · Development Services · Solid Waste · Strategic Planning

Knox County Tennessee Road Acceptance

Name of Subdivision: The Reserve at Walkers Gate Phase II
Developer: Saddlebrook Homes, LLC.
Commission District: 6
Inspector:
Date: February 24, 2025

Name of Road	Length of Road	Resurfacing w/Profile Mill Included in Cost
Wakerly Place Lane	222 LF	$7,835.60
Wade Green Lane	308 LF	$10,871.01
Wavetree Drive	377 LF	$13,306.40
	Total Miles 0.17	Total $32,013.01

Knox County Engineering is recommending the acceptance of the right-of-way along the above streets as shown on the recorded plat instrument number 200805160086412. Part of Wavertree Lane was recorded on plat instrument number 200712060044933.

205 West Baxter Avenue · Knoxville, TN 37917 · 865-215-5800

New Road Checklist:

Name of Subdivision: The Reserve at Walkers Gate Phase II
Inspector:
Date Surfaced: Unknown

- ✓ Curbs are backfilled
- ○ Correct signs have been installed per the MUTCD manual
  - Street signs
  - ✓ Stop signs
  - ✓ Speed limits signs
  - ✓ Children at play signs
  - ✓ No Outlet signs if applicable
  - Street is free of standing water
- ✓ Sidewalks are located within the ROW
- ☐ Bridge(s) spanning 20' or more located within this road section
  - ○ If yes, provide a brief description:

_____

_____

  - ○ EPW file #

Recommended for road acceptance: Yes

Construction Assurance Coordinator — Date: 2/24/2025

Development Services Director — Date: 2/27/25

TOTAL AREA =
PHASE II: 6.251 ACRES
TOTAL LOTS = 23

FOR APPROVED SUBDIVISION VARIANCES AND CONDITIONS OF APPROVAL OF THE CONCEPT PLAN AND USE ON REVIEW SEE MPC FILE 6-SI-07-C AND 6-L-07-UR

NOTE:
COVENANTS FOR PERMANENT MAINTENANCE OF STORM WATER AND/OR WATER QUALITY FACILITIES ARE RECORDED IN INSTR. NO. 200711280042531. THE PROPERTY OWNER(S) IS(ARE) RESPONSIBLE FOR MAINTAINING STORM WATER FACILITIES ON THIS PROPERTY.

TN-GRID (NAD83)

Certificate of Ownership and General Dedication

I, (We) Robert Rohrig, the undersign owner of the property shown herein, hereby adopt as my plan of subdivision and dedicate the streets as shown to the public use forever, if so accepted by the appropriate governmental agency, and hereby certify that I am the owner in fee simple of the property, and as property owner have an unrestricted right to dedicate right-of-way and/or grant easement as shown on this plat. I further certify that all restrictive covenants, if any, which apply to the lots are either shown on the plan or are referred to thereon, with copies of the referred to covenants filed with the Knox County Register of Deeds.

Subdivision Name and Street Names Contained Herein Reviewed and Approved.
Date: 5/13/08
By: Adam Hill
Knoxville Knox County Metropolitan Planning Commission

In the City of Knoxville and Sewered Areas of Knox County

This is to certify that the subdivision shown hereon is approved subject to the installation of sanitary sewers and treatment facilities, and that such installation shall be in accordance with state and local regulations.

Date 5-13-08 Ronnie Mace
Knox County Health Department

Taxes and Assessments

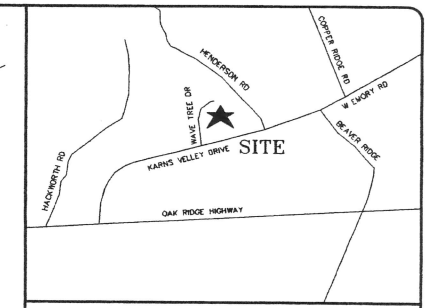
This is to certify that all property taxes and assessments due on this property have been paid.

Signed: _____ Date _____
City Tax Clerk
Signed: Fred Stockton Date 5-15-08
Knox County Trustee

Certification of Approval for Recording

This is to certify that the subdivision plat shown hereon and the Composite Design Plan # _____ have been found to comply with the Subdivision Regulations of Knoxville and Knox County and with existing official plans, with the exception of any variances and stipulations noted on this plat and in the minutes of the Knoxville-Knox County Metropolitan Planning Commission, the 8th day of May, 20 08, and that the record plat is hereby approved for recording in the office of the Knox County Register of Deeds.

Signed: _____ Secretary Date: 5/16/08



LOCATION MAP NO SCALE

077 083
HATMAKER
200201100056385

IP IN CONC
N 606586.163
E 2622333.241
Z 1052.77

WALKERS GATE SUBDIVISION PHASE 1
PLAT: 200712060044933

PARCEL ID 077NB PT001
WALKERS GATE COMMUNITY
PLAT: 200606220107682
INST: 200712100045584
MD: 200609150024278
(14.4 ACRES)

Wavetree Drive — 50' PUBLIC R.O.W.
Wade Green Lane — 50' PUBLIC R.O.W.
Wakerly Place Lane — 50' PUBLIC R.O.W.

SEE SHEET 2

NOTES:

1. IRON PINS SET AT ALL CORNERS UNLESS OTHERWISE NOTED.
2. PARCEL ID 077NB PART OF 001
3. DEED REFERENCE – INST: 200712100045584
   PLAT: 200609150024278
4. HORZONTIAL ROTATION IS REFERECNED TN GRID NAD83
5. THIS PROPERTY IS ZONED PR (PLANNED RESIDENTIAL DISTRICT)
   APPROVED SETBACKS AREA AS FOLLOWS:
   PERIPHERY: 35 FEET
   FRONT: 20 FEET
   SIDE: 5 FEET
   REAR: 10 FEET.
6. 10' UTILITY AND DRAINAGE EASEMENTS ON ALL EXTERIOR LOT LINES. 5' UTILITY AND DRAINAGE EASEMENTS ON ALL INTERIOR LOT LINES
7. 15' SANITARY SEWER EASEMENT, 7.5' EACH SIDE OF LINE AS INSTALLED.
8. ALL LOTS SHALL HAVE ACCESS TO INTERIOR ROAD SYSTEM ONLY.

CURVE TABLE				
CURVE	DIRECTION	CHORD	RADIUS	LENGTH
C1	S67°22'05"W	24.98'	525.00'	24.98'
C2	S72°24'46"W	67.42'	525.00'	67.47'
C3	S78°29'27"W	43.91'	525.00'	43.92'
C4	N72°58'25"E	20.65'	75.00'	20.72'
C5	N48°38'26"E	42.40'	75.00'	42.99'
C6	S57°49'05"W	43.20'	50.00'	44.67'
C7	N52°45'10"W	69.26'	50.00'	76.50'
C8	N76°53'07"E	19.00'	50.00'	19.12'
C9	S86°46'13"W	17.71'	475.00'	17.71'
C10	S81°06'43"W	76.03'	475.00'	76.11'
C11	S72°02'45"W	74.14'	475.00'	74.21'
C12	S66°47'14"W	12.98'	475.00'	12.98'
C13	S21°00'17"W	35.36'	25.00'	39.27'
C14	N23°03'10"W	4.11'	125.00'	4.11'
C15	S54°06'06"E	26.49'	25.00'	27.92'
C16	N75°28'19"E	47.43'	75.00'	48.26'
C17	S77°30'09"W	34.96'	50.00'	35.72'
C18	N59°43'44"W	37.95'	50.00'	38.93'
C19	N11°04'08"W	44.40'	50.00'	46.00'
C20	N41°38'43"E	44.40'	50.00'	46.00'
C21	S80°36'38"E	52.08'	50.00'	54.78'
C22	N53°56'46"W	12.35'	75.00'	12.36'
C23	N72°22'51"W	35.56'	75.00'	35.90'
C24	S55°48'23"W	31.27'	25.00'	33.79'
C25	N20°34'37"E	15.21'	125.00'	15.22'
C26	S07°00'00"W	44.02'	75.00'	44.68'
C27	N31°46'25"E	66.70'	50.00'	73.02'
C28	S75°41'14"E	51.05'	50.00'	53.58'
C29	S23°57'09"E	35.89'	50.00'	36.71'
C30	S20°24'49"W	39.60'	50.00'	40.72'
C31	S53°48'35"W	17.48'	50.00'	17.57'
C32	N47°19'58"E	42.71'	75.00'	43.31'
C33	N00°23'18"W	60.07'	75.00'	61.80'
C34	S76°55'18"W	189.38'	500.00'	190.53'
C35	N14°35'18"W	32.69'	100.00'	32.84'
C36	N10°54'42"E	55.44'	100.00'	56.18'

Guarantee of Completion of Streets and Related Improvements:

I, the undersigned hereby certify bond or other security has been posted with the appropriate agency to insure completion of all streets and related improvements including indicated permanent reference monuments, benchmarks and iron pins in this subdivision in accordance with required standards and specifications within a period not to exceed one year from date of approval of the final plat.

Signed: _____ Date: 5/14/08
Dept.: Engineering Title: DE

Guarantee of Completion of Drainage Systems

I, the undersigned hereby certify this bond or other security has been posted with the appropriate agency to insure completion and stabilization of all drainage systems as shown on drainage plans which were approved the _____ Day of _____ 20__ within a period not to exceed one year from date of approval.

Signed: _____ Date: 5/14/08
Dept.: Engineering Title: DE

Zoning

Zoning district(s) in which the land being subdivided is located shall be indicated as shown on the zoning map by the Planning Commission as follows.

Zoning Shown on Official Map PR (5)
Signed: Kelley Schlitz Date: 5/13/08

GRAPHIC SCALE
0 25 50 100 200
(IN FEET)
1 inch = 50 ft.

Knox County Page 1 of 2
REC'D FOR REC 05/16/2008 2 58 31PM
RECORD FEE $32.00
M TAX $0.00 T TAX $0.00
200805160086412

5-SC-08F

COUNTERSIGNED
MAY 16 2008
SHERRY WITT
REGISTER OF DEEDS
KNOX COUNTY
BY _____ DEPUTY REGISTER

This is to certify that I have consulted the Federal Insurance Administration Flood Hazard Boundary Map, and found that the above described is not located in a special flood hazard area.

Date: _____
Signature: _____

Certification of Final Plat – Construction Incomplete

I hereby certify that I am a surveyor licensed to do surveying under the laws of the State of Tennessee. I further certify that this plan and accompanying drawings, documents, and statements conform to all applicable provisions of the Knoxville/Knox County Subdivision Regulations except as has been itemized, described and justified in a report filed with the Metropolitan Planning Commission, or for a variances for which application has been filed. Bond has been posted to guarantee installation of the indicated monuments and benchmark upon completion of the subdivision.

Surveyor
Tennessee Certificate No. 1443

Certification of Class and Accuracy of Survey.

I hereby certify that this is a category 1 survey and the ratio of precision of the unadjusted survey is 1:5,000 as shown hereon.

Surveyor
Tenn. Reg. No. 1443

RICHARD S. LYNCH — REGISTERED LAND SURVEYOR — TENNESSEE No. 1443

RESUBDIVISION OF LOT 1
B&J ENTERPRISES PROPERTY RECORDED AT INSTRUMENT NO: 200606220107682
FINAL PLAT OF:

SHEET 1 OF 2

LYNCH SURVEYS LLC
SUBDIVISIONS | AS-BUILTS | SITE DESIGN
4405 COSTER RD. KNOXVILLE, TENN. 37912
865-584-2630 FAX: 865-584-2801 WWW.LYNCHSURVEY.COM

REVISIONS	
DRAWN BY: R. LYNCH	1
CHECKED BY: R. LYNCH	2
APPROVED BY:	3
SCALE: 1" = 50'	4
DATE: 03/20/2008	5
	6

FOR/OWNER:
Saddlebrook Homes LLC
P.O. Box 23940
Knoxville, Tennessee 37933
Phone: (865) 675-7646

The Reserve at Walkers Gate Phase II
Karns Valley Drive
District 6, Knox County, Tennessee

PROJECT NO.
3341-2

E:\Land Projects\ 8086\3341\dwg\3341-2.dwg 3/24/2008 11:27:56 AM EDT

TOTAL AREA =
PHASE II: 6.251 ACRES
TOTAL LOTS = 23

FOR APPROVED SUBDIVISION VARIANCES AND CONDITIONS OF APPROVAL OF THE CONCEPT PLAN AND USE ON REVIEW SEE MPC FILE 6-SI-07-C AND 6-L-07-UR

NOTE:
COVENANTS FOR PERMANENT MAINTENANCE OF STORM WATER AND/OR WATER QUALITY FACILITIES ARE RECORDED IN INSTR. NO. 200711280042531. THE PROPERTY OWNER(S) IS(ARE) RESPONSIBLE FOR MAINTAINING STORM WATER FACILITIES ON THIS PROPERTY.

TN-GRID (NAD83)

Certificate of Ownership and General Dedication

(I, We) Robert Mahaney, the undersign owner of the property shown herein, hereby adopt as my plan of subdivision and dedicate the streets as shown to the public use forever, if so accepted by the appropriate governmental agency, and hereby certify that I am the owner in fee simple of the property, and as property owner have an unrestricted right to dedicate right-of-way and/or grant easement as shown on this plat. I further certify that all restrictive covenants, if any, which apply to the lots are either shown on the plan or are referred to thereon, with copies of the referred to covenants submitted with the Knox County Register of Deeds.

Subdivision Name and Street Names Contained Herein Reviewed and Approved.
Date: 5/13/08
By: Dennis Mull
Knoxville Knox County Metropolitan Planning Commission

In the City of Knoxville and Sewered Areas of Knox County

This is to certify that the subdivision shown hereon is approved subject to the installation of sanitary sewers and treatment facilities, and that such installation shall be in accordance with state and local regulations.

Date 5-13-08 Ronnie Pease
Knox County Health Department

Taxes and Assessments.
This is to certify that all property taxes and assessments due on this property have been paid.

Signed: _____ Date _____
City Tax Clerk
Signed: [signature] Date 5-13-08
Knox County Trustee

LOCATION MAP NO SCALE

NOTES:
1. IRON PINS SET AT ALL CORNERS UNLESS OTHERWISE NOTED.
2. PARCEL ID 077NB001
3. DEED REFERENCE – INST: 200712100045584
   PLAT: 200609150024278
4. HORZONTIAL ROTATION IS REFERECNED TN GRID NAD83
5. THIS PROPERTY IS ZONED PR (PLANNED RESIDENTIAL DISTRICT)
   APPROVED SETBACKS AREA AS FOLLOWS:
   PEREPHERY: 35 FEET
   FRONT: 20 FEET
   SIDE: 5 FEET
   REAR: 10 FEET.
6. 10' UTILITY AND DRAINAGE EASEMENTS ON ALL EXTERIOR LOT LINES.
   5' UTILITY AND DRAINAGE EASEMENTS ON ALL INTERIOR LOT LINES
7. 15' SANITARY SEWER EASEMENT, 7.5' EACH SIDE OF LINE AS INSTALLED.
8. ALL LOTS SHALL HAVE ACCESS TO INTERIOR ROAD SYSTEM ONLY.

Guarantee of Completion of Streets and Related Improvements:

I, the undersigned hereby certify bond or other security has been posted with the appropriate agency to insure completion of all streets and related improvements including indicated permanent reference monuments, benchmarks and iron pins in this subdivision in accordance with required standards and specifications within a period not to exceed one year from date of approval of the final plat.

Signed: [signature] Date: 5/14/08
Dept.: Engr PW Title: DE

Guarantee of Completion of Drainage Systems

I, the undersigned hereby certify this bond or other security has been posted with the appropriate agency to insure completion and stabilization of all drainage systems as shown on drainage plans which were approved the ___ Day of ___ 20__, within a period not to exceed one year from date of approval.

Signed: [signature] Date: 5/14/08
Dept.: Engr PW Title: DE

Zoning

Zoning district(s) in which the land being subdivided is located shall be indicated as shown on the zoning map by the Planning Commission as follows:

Zoning Shown on Official Map PR (5)
Signed: [signature] Date: 5/13/08

SEE SHEET 1

Wavetree Drive
Wade Green Lane
Wakerly Place Lane
Karns Valley Drive
50' PUBLIC R.O.W.
35' PERIPHERY SETBACK
15' PERMANENT DRAINAGE EASEMENT
20' D.E.

PARCEL ID 077NB P1001
WALKERS GATE
SUBDIVISION
PLAT: 200606220107682
INST: 200712100045584
MD: 200609150024278
(14.4 ACRES)

WALKERS GATE
SUBDIVISION PHASE 1
PLAT: 200712060044933

CURVE TABLE				
CURVE	DIRECTION	CHORD	RADIUS	LENGTH
C1	S67°22'05"W	24.98'	525.00'	24.98'
C2	S72°24'46"W	67.42'	525.00'	67.47'
C3	S78°29'27"W	43.91'	525.00'	43.92'
C4	N72°58'25"E	20.65'	75.00'	20.72'
C5	N48°38'26"E	42.40'	75.00'	42.99'
C6	S57°49'05"W	43.20'	50.00'	44.67'
C7	N52°45'10"W	69.26'	50.00'	76.50'
C8	N76°53'07"E	19.00'	50.00'	19.12'
C9	S86°46'13"W	17.71'	475.00'	17.71'
C10	S81°06'43"W	76.03'	475.00'	76.11'
C11	S72°02'45"W	74.14'	475.00'	74.21'
C12	S66°47'14"W	12.98'	475.00'	12.98'
C13	S21°00'17"W	35.36'	25.00'	39.27'
C14	N23°03'10"W	4.11'	125.00'	4.11'
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C16	N75°28'19"E	47.43'	75.00'	48.26'
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C20	N41°38'43"E	44.40'	50.00'	46.00'
C21	S80°36'38"E	52.08'	50.00'	54.78'
C22	N53°56'46"W	12.35'	75.00'	12.36'
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C24	S55°48'23"W	31.27'	25.00'	33.79'
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C26	S07°00'00"W	44.02'	75.00'	44.68'
C27	N31°46'25"E	66.70'	50.00'	73.02'
C28	S75°41'14"E	51.05'	50.00'	53.58'
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C31	S53°48'35"W	17.48'	50.00'	17.57'
C32	N47°19'58"E	42.71'	75.00'	43.31'
C33	N00°23'18"W	60.07'	75.00'	61.80'
C34	S76°55'18"W	189.38'	500.00'	190.53'
C35	N14°35'18"W	32.69'	100.00'	32.84'
C36	N10°54'42"E	55.44'	100.00'	56.18'

GRAPHIC SCALE
50 0 25 50 100 200
(IN FEET)
1 inch = 50 ft.

COUNTERSIGNED
MAY 16 2008
BY: [signature]

Page 2 OF 2
200805160086412

Certification of Approval for Recording

This is to certify that the subdivision plat shown hereon and the Composite Design Plan # _____ have been found to comply with the Subdivision Regulations of Knoxville and Knox County and with existing official plans, with the exception of any variances and stipulations noted on this plat and in the minutes of the Knoxville-Knox County Metropolitan Planning Commission, the 8TH day of MAY, 2008, and that the record plat is hereby approved for recording in the office of the Knox County Register of Deeds.

Signed: [signature] Date: 5/16/08
Secretary

This is to certify that I have consulted the Federal Insurance Administration Flood Hazard Boundary Map, and found that the above described is not located in a special flood hazard area

Date: 3/20/2008
Signature: [signature]

Certification of Final Plat – Construction Incomplete

I hereby certify that I am a surveyor licensed to do surveying under the laws of the State of Tennessee. I further certify that this plan and accompanying drawings, documents, and statements conform to all applicable provisions of the Knoxville/Knox County Subdivision Regulations except as has been itemized, described and justified in a report filed with the Metropolitan Planning Commission, or for a variances for which application has been filed. Bond has been posted to guarantee installation of the indicated monuments and benchmarks upon completion of the subdivision.

[signature]
Surveyor
Tennessee Certificate No. 1443

Certification of Class and Accuracy of Survey.

I hereby certify that this is a category 1 survey and the ratio of precision of the unadjusted survey is 1: 15,000 as shown hereon.

[signature]
Surveyor
Tenn. Reg. No. 1443

RICHARD S. LYNCH
REGISTERED LAND SURVEYOR
TENNESSEE No. 1443

RESUBDIVISION OF LOT 1
B&J ENTERPRISES PROPERTY RECORDED AT
INSTRUMENT NO: 200606220107682
FINAL PLAT OF:

SHEET 2 OF 2

5-SC-08F

FOR/OWNER:

LYNCH SURVEYS LLC
SUBDIVISIONS | AS-BUILTS | SITE DESIGN
4405 COSTER RD. KNOXVILLE, TENN. 37912
865-584-2630 FAX: 865-584-2801 WWW.LYNCHSURVEY.COM

DRAWN BY: R. LYNCH
CHECKED BY: R. LYNCH
APPROVED BY:
SCALE: 1" = 50'
DATE: 03/20/2008

REVISIONS
1
2
3
4
5
6

Saddlebrook Homes LLC
P.O. Box 23940
Knoxville, Tennessee 37933
Phone: (865) 675-7646

The Reserve at Walkers Gate Phase II
Karns Valley Drive
District 6, Knox County, Tennessee

PROJECT NO.
3341-2

E:\Land Projects 2006\3341\dwg\3341-2.dwg 3/24/2008 11:27:56 AM EDT

ENGINEERING & PUBLIC WORKS

Codes Enforcement · Fleet Services · Operations · Development Services · Solid Waste · Strategic Planning

Knox County Tennessee Road Acceptance

Name of Subdivision: Covered Bridge at Hardin Valley Phase 1A
Developer: Huber Bros., G.P.
Commission District: District 6
Inspector:
Date: February 24, 2025

Name of Road	Length of Road	Resurfacing w/Profile Mill Included in Cost
Conner Springs Lane	967 LF	$ 34,130.75
Covered Bridge Boulevard	2259 LF	$ 79,732.53
Rustic Bridge Trail	1835 LF	$ 64,767.24
King Post Trail	128 LF	$ 4,517.82
Shady Meadow Lane	870 LF	$30,707.09
	Total Miles 1.15	Total $213,855.43

Knox County Engineering is recommending the acceptance of the right-of-way along the above streets as shown on the recorded plat instrument number 200701310061966, and any ROW that may have been dedicated along Hickory Creek Road or East Gallaher Ferry Road.

205 West Baxter Avenue • Knoxville, TN 37917 • 865-215-5800

ENGINEERING & PUBLIC WORKS

Codes Enforcement · Fleet Services · Operations · Development Services · Solid Waste · Strategic Planning

New Road Checklist:

Name of Subdivision: Covered Bridge at Hardin Valley Phase 1A
Inspector: Rogers Group/Knox County Engineering
Date Surfaced: 2008

- ✓ Curbs are backfilled
- ✓ Correct signs have been installed per the MUTCD manual
  - ✓ Street signs
  - ✓ Stop signs
  - ✓ Speed limits signs
  - ✓ Children at play signs
  - o No Outlet signs if applicable
  - ✓ Street is free of standing water
- ✓ Sidewalks are located within the ROW
- ✓ Bridge(s) spanning 20' or more located within this road section
  - o If yes, provide a brief description: A covered bridge spanning 68' in length & 36' in width, with 6' sidewalks on both sides.
  - o EPW file # 106-045

Recommended for road acceptance: Yes

Land Development Construction Inspector — Date: 2/24/2025

Construction Services Supervisor — Date: 2/27/25

205 West Baxter Avenue · Knoxville, TN 37917 · 865-215-5800

CERTIFICATE OF OWNERSHIP AND GENERAL DEDICATION

I, WE, John Huber THE UNDERSIGNED OWNER(S) OF THE PROPERTY SHOWN HEREON, HEREBY ADOPT THIS AS (MY, OUR) PLAN OF SUBDIVISION AND DEDICATE THE STREETS AS SHOWN TO THE PUBLIC USE FOREVER AND HEREBY CERTIFY THAT (I AM, WE ARE) THE OWNER(S) IN FEE SIMPLE OF THE PROPERTY, AND AS PROPERTY OWNER(S) HAVE AN UNRESTRICTED RIGHT TO DEDICATE RIGHT-OF-WAY AND/OR GRANT EASEMENT AS SHOWN ON THIS PLAT.

SIGNATURE(S) [signature]

ZONING SHOWN ON OFFICIAL MAP PR(K) 1-1.8 DU/AC

DATE: 11/30/06 BY: K. Schlitz

THIS IS TO CERTIFY THAT ALL PROPERTY TAXES AND ASSESSMENTS DUE ON THIS PROPERTY HAVE BEEN PAID.

SIGNED: _____ CITY TAX CLERK DATE

SIGNED: Mike Lowe KNOX COUNTY TRUSTEE DATE 11-30-06

Paid thru 05 tax

ADDRESSING DEPARTMENT CERTIFICATION

I, THE UNDERSIGNED, HEREBY CERTIFY THAT THE SUBDIVISION NAME AND ALL STREET NAMES CONFORM TO THE KNOXVILLE/KNOX COUNTY STREET NAMING AND ADDRESSING ORDINANCE, THE ADMINISTRATIVE RULES OF THE PLANNING COMMISSION, AND THESE REGULATIONS.

SIGNED: Shirley J. Mase

DATE: Nov. 30, 2006

THIS IS TO CERTIFY THAT THE SUBDIVISION SHOWN HEREON IS APPROVED SUBJECT TO THE INSTALLATION OF SANITARY SEWERS AND TREATMENT FACILITIES AND THAT SUCH INSTALLATION SHALL BE IN ACCORDANCE WITH STATE AND LOCAL REGULATIONS.

12-4-06 DATE Ronnie Neace (R) KNOX COUNTY HEALTH DEPARTMENT

CERTIFICATION OF FINAL PLAT – CONSTRUCTION INCOMPLETE

I HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR, LICENSED TO PRACTICE SURVEYING UNDER THE LAWS OF THE STATE OF TENNESSEE. I FURTHER CERTIFY THAT THIS PLAN AND ACCOMPANYING DRAWINGS, DOCUMENTS, AND STATEMENTS CONFORM TO ALL APPLICABLE PROVISIONS OF THE KNOXVILLE/KNOX COUNTY SUBDIVISION REGULATIONS EXCEPT AS HAS BEEN ITEMIZED, DESCRIBED AND JUSTIFIED IN A REPORT FILED WITH THE METROPOLITAN PLANNING COMMISSION, OR FOR VARIANCES FOR WHICH APPLICATION HAS BEEN FILED. BOND HAS BEEN POSTED TO GUARANTEE INSTALLATION OF THE INDICATED MONUMENTS AND BENCHMARK UPON COMPLETION OF THE SUBDIVISION.

[signature]

REGISTERED LAND SURVEYOR
TENNESSEE CERTIFICATE NO. 16447

GUARANTEE OF COMPLETION OF STREETS AND RELATED IMPROVEMENTS.

I, THE UNDERSIGNED, HEREBY CERTIFY BOND OR OTHER SECURITY HAS BEEN POSTED WITH THE APPROPRIATE AGENCY TO INSURE COMPLETION OF ALL STREETS AND RELATED IMPROVEMENTS INCLUDING INDICATED PERMANENT REFERENCE MONUMENTS, BENCHMARKS, AND IRON PINS IN THIS SUBDIVISION IN ACCORDANCE WITH REQUIRED STANDARDS AND SPECIFICATIONS WITHIN A PERIOD NOT TO EXCEED ONE YEAR FROM DATE OF APPROVAL OF THE FINAL PLAT.

SIGNED: [signature] DATE: 12/3/06

DEPARTMENT: EFW TITLE: Dir

GUARANTEE OF COMPLETION OF DRAINAGE SYSTEMS.

I, THE UNDERSIGNED, HEREBY CERTIFY BOND OR OTHER SECURITY HAS BEEN POSTED WITH THE APPROPRIATE AGENCY TO INSURE COMPLETION AND STABILIZATION OF ALL DRAINAGE SYSTEMS AS SHOWN ON DRAINAGE PLANS WHICH WERE APPROVED THE ____ DAY OF ____, 20__, WITHIN A PERIOD NOT TO EXCEED ONE YEAR FROM DATE OF APPROVAL.

SIGNED: [signature] DATE: 12/7/06

DEPARTMENT: EFW TITLE: Dir

CERTIFICATE OF APPROVAL FOR RECORDING

THIS IS TO CERTIFY THAT THE SUBDIVISION PLAT SHOWN HEREON HAS BEEN FOUND TO COMPLY WITH THE SUBDIVISION REGULATIONS OF KNOXVILLE AND KNOX COUNTY AND WITH THE EXISTING OFFICIAL PLANS, WITH THE EXCEPTION OF ANY VARIANCES AND STIPULATIONS NOTED ON THIS PLAT AND IN THE MINUTES OF THE KNOXVILLE-KNOX COUNTY METROPOLITAN PLANNING COMMISSION, ON THIS THE 7 DAY OF December, 2006 AND THAT THE RECORD PLAT IS HEREBY APPROVED FOR RECORDING IN THE OFFICE OF THE KNOX COUNTY REGISTER OF DEEDS.

SIGNED: [signature]

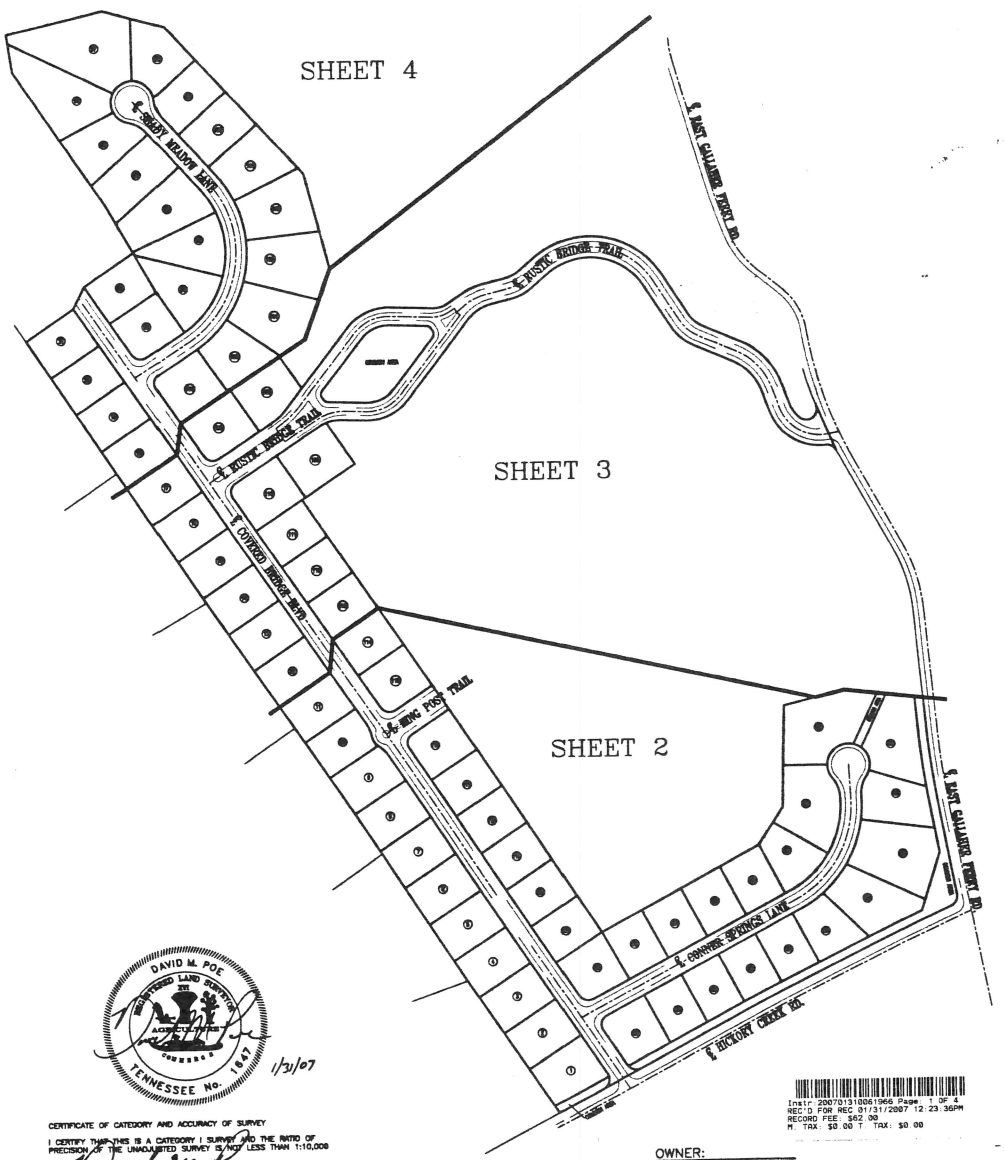
DATE: 12/7/06

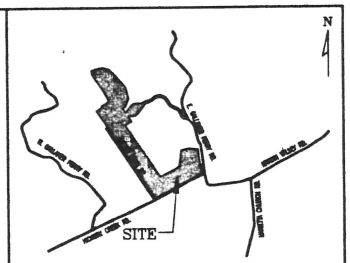
COUNTERSIGNED

JAN 31 2007

JOHN R. WHITEHEAD
KNOX COUNTY
PROPERTY ASSESSOR

BY: [signature]





LOCATION MAP

NOTES:

1. IRON PINS FOUND (IPF) SHOWN ON PLAT. ALL OTHERS SET BY BHN&P, UNLESS NOTED OTHERWISE ON PLAT.
2. 10' UTILITY, DRAINAGE AND CONSTRUCTION EASEMENTS INSIDE ALL EXTERIOR LOT LINES AND ALONG ALL ROADS, 5' UTILITY, DRAINAGE AND CONSTRUCTION EASEMENTS ALONG BOTH SIDES OF ALL INTERIOR LOT LINES WHERE BUILDINGS PERMIT, PLUS OTHER EASEMENTS AS SHOWN. UTILITY AND DRAINAGE EASEMENTS TO BE CENTERED ABOUT DRAINAGE STRUCTURE AS INSTALLED.
3. SANITARY SEWER EASEMENT OF 15', 7.5' EACH SIDE OF SEWER AS INSTALLED (WHERE APPLICABLE).
4. THIS PROPERTY IS ZONED PR.
5. THIS SUBDIVISION CONTAINS 38.83 ACRES AND IS SUBDIVIDED INTO 72 SINGLE-DETATCHED LOTS AND 3 COMMON AREAS. THE REMAINING AREA FOR FUTURE DEVELOPMENT CONTAINS APPROXIMATELY 88.28 ACRES.
6. BUILDING SETBACK LINES WILL BE AS FOLLOWS:
   FRONT....20'
   SIDES.....5'
   REAR.....15' (UNLESS CONTROLLED BY A 35' PERIPHERAL SETBACK)
7. NORTH BASED ON MAP BOOK 85-S PAGE 44 OF ADJACENT PROPERTY (UNIVERSAL LAND DEVELOPMENT, LTD.).
8. NO BUILDING OF FILL IS ALLOWED WITHIN THE SINKHOLE LIMITS (CLOSED CONTOURS) AS SHOWN ON THIS MAP FOR LOT 97. IF ANY STRUCTURE IS DESIRED WITHIN THE 50' SINKHOLE BUFFER AREA, A GEOTECHNICAL REPORT MUST BE PREPARED TO DETERMINE IF THE SOIL IS CAPABLE OF SUSTAINING A STRUCTURE. THIS REPORT MUST BE APPROVED THE KNOX COUNTY DEPARTMENT OF ENGINEERING PRIOR TO ISSUING A BUILDING PERMIT.
9. MINIMUM FLOOR ELEVATION OF LOT 97 IS ONE FOOT ABOVE THE SINKHOLE (CLOSED CONTOURS).
10. MINIMUM FLOOR ELEVATION FOR LOTS 103,104,133-135 IS ONE FOOT ABOVE THE BERM OF THE DETENTION BASIN ON OR ADJACENT TO THAT LOT.
11. ALL INTERIOR ROADS ARE TO BE PUBLIC RIGHT-OF-WAYS.
12. ALL LOTS WILL HAVE ACCESS TO INTERIOR ROADS ONLY.
13. THERE SHALL BE A MINIMUM OF 300' SIGHT DISTANCE IN BOTH DIRECTIONS AT THE ENTRANCE ON E. GALLAHER FERRY ROAD.
14. FOR APPROVED SUBDIVISION VARIANCES AND CONDITIONS OF APPROVAL OF THE CONCEPT PLAN AND USE-ON-REVIEW, REFER TO THE METROPOLITAN PLANNING COMMISSION'S FILES 3-SB-06-C & 7-SB-05-C AND 3-C-06-UR & 7-H-05-UR.
15. HOMEOWNER'S ASSOCIATION IS ESTABLISHED AND RECORDED AS INSTR.#200701170058223
16. MAINTENANCE AGREEMENTS FOR DETENTION FACILITIES ARE ESTABLISHED AND RECORDED AS INSTR.#20070126006087G

1/31/07

CERTIFICATE OF CATEGORY AND ACCURACY OF SURVEY

I CERTIFY THAT THIS IS A CATEGORY I SURVEY AND THE RATIO OF PRECISION OF THE UNADJUSTED SURVEY IS/NOT LESS THAN 1:10,000

[signature]

REGISTERED LAND SURVEYOR
TENNESSEE REG. NO. 16447

Instr: 200701310061966 Page: 1 OF 4
RECD FOR REC 01/31/2007 12:23:36PM
RECORD FEE: $62.00
M. TAX: $0.00 T. TAX: $0.00

OWNER:
HUBER BROS., G.P.
213 FOX ROAD, SUITE 100
KNOXVILLE, TENNESSEE 37922
PHONE: (865) 691-5002

M548905R
11-SM-06-F

FINAL PLAT
FOR
COVERED BRIDGE AT HARDIN VALLEY
PHASE 1A

C-L-T MAP 116, PART OF PARCEL 29
DISTRICT 6, KNOX COUNTY, TN.

SCALE: 1" = 200' SEPTEMBER 12, 2006

200 100 0 200 400

BATSON, HIMES, NORVELL & POE
REGISTERED ENGINEERS & LAND SURVEYORS
4334 PAPERMILL DRIVE
KNOXVILLE, TENNESSEE 37909
PHONE (865) 588-6472
FAX (865) 588-6473
email@bhn-p.Com

SHEET 1 OF 4 SHEETS

REFERENCE DEEDS: INSTR.#200509280028820
INSTR.#200606130104864

24100-1-FP

Q:\24100\FINAL\24100-1-FP.DWG

CERTIFICATE OF OWNERSHIP AND GENERAL DEDICATION

(I, WE), John Huber THE UNDERSIGNED OWNER(S) OF THE PROPERTY SHOWN HEREIN, HEREBY ADOPT THIS AS (MY, OUR) PLAN OF SUBDIVISION AND DEDICATE THE STREETS AS SHOWN TO THE PUBLIC USE FOREVER AND HEREBY CERTIFY THAT (I AM, WE ARE) THE OWNER(S) IN FEE SIMPLE OF THE PROPERTY, AND AS PROPERTY OWNER(S) HAVE AN UNRESTRICTED RIGHT TO DEDICATE RIGHT-OF-WAY AND/OR GRANT EASEMENT AS SHOWN ON THIS PLAT.

SIGNATURE(S) John Huber

ZONING SHOWN ON OFFICIAL MAP PR (K) 1.8 DU/AC

DATE: 11/30/06 BY: K Schlitz

ADDRESSING DEPARTMENT CERTIFICATION

I, THE UNDERSIGNED, HEREBY CERTIFY THAT THE SUBDIVISION NAME AND ALL STREET NAMES CONFORM TO THE KNOXVILLE/KNOX COUNTY STREET NAMING AND ADDRESSING ORDINANCE, THE ADMINISTRATIVE RULES OF THE PLANNING COMMISSION, AND THESE REGULATIONS.

SIGNED: Shirley G Mose

DATE: Nov. 30, 2006

THIS IS TO CERTIFY THAT THE SUBDIVISION SHOWN HEREON IS APPROVED SUBJECT TO THE INSTALLATION OF SANITARY SEWERS AND TREATMENT FACILITIES AND THAT SUCH INSTALLATION SHALL BE IN ACCORDANCE WITH STATE AND LOCAL REGULATIONS.

12-4-06 Rosina Nease (P)

DATE KNOX COUNTY HEALTH DEPARTMENT

CERTIFICATION OF FINAL PLAT – CONSTRUCTION INCOMPLETE

I HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR, LICENSED TO PRACTICE SURVEYING UNDER THE LAWS OF THE STATE OF TENNESSEE. I FURTHER CERTIFY THAT THIS PLAN AND ACCOMPANYING DRAWINGS, DOCUMENTS, AND STATEMENTS CONFORM TO ALL APPLICABLE PROVISIONS OF THE KNOXVILLE/KNOX COUNTY SUBDIVISION REGULATIONS EXCEPT AS HAS BEEN ITEMIZED, DESCRIBED AND JUSTIFIED IN A REPORT FILED WITH THE METROPOLITAN PLANNING COMMISSION, OR FOR VARIANCES FOR WHICH APPLICATION HAS BEEN FILED. BOND HAS BEEN POSTED TO GUARANTEE INSTALLATION OF THE INDICATED MONUMENTS AND BENCHMARK UPON COMPLETION OF THE SUBDIVISION.

REGISTERED LAND SURVEYOR TENNESSEE CERTIFICATE NO. 1647

CURVE	BEARING	CHORD	ARC	RADIUS	TANGENT
C19	S21°38'E	47.43'	48.26'	75.00'	
C20	S20°04'E	34.21'	34.91'	50.00'	
C21	S07°38'E	142.10'	142.13'	2145.00'	
C22	S10°22'E	82.23'	82.24'	2145.00'	
C23	S10°32'E	48.83'	48.83'	2145.00'	
C24	S26°54'W	30.85'	33.25'	25.00'	19.80'
C25	S64°00'W	106.25'	106.26'	3050.00'	
C26	S62°57'W	6.83'	6.83'	4050.00'	
C27	S62°15'W	93.37'	93.38'	4050.00'	
C28	N36°43'W	2.82'	2.82'	25.00'	
C29	N14°03'E	36.88'	41.48'	25.00'	27.32'
C30	N65°05'E	62.25'	62.39'	275.00'	
C31	N39°28'E	87.24'	87.61'	275.00'	
C32	N18°48'E	109.98'	110.72'	275.00'	
C33	N02°02'E	50.14'	50.21'	275.00'	
C34	N15°15'E	47.43'	48.26'	75.00'	
C35	N25°21'E	14.46'	14.55'	50.00'	
C36	N18°25'W	57.96'	61.82'	50.00'	
C36A	N65°22'W	20.00'	20.14'	50.00'	
C37	S51°31'W	78.34'	90.02'	50.00'	
C38	S13°31'W	129.36'	131.21'	225.00'	
C38A	S45°54'W	121.65'	123.18'	225.00'	
C39	S47°20'W	110.87'	112.02'	225.00'	
C40	N75°57'W	33.76'	37.06'	25.00'	22.88'
C41	N11°12'E	35.15'	38.99'	25.00'	24.72'
C42	N79°08'W	35.36'	39.27'	25.00'	25.00'
C56	S21°47'E	32.05'	32.30'	75.00'	
C57	S32°00'E	26.84'	27.55'	35.00'	
C58	S56°20'E	2.17'	2.17'	35.00'	
C59	S45°48'E	31.96'	32.21'	75.00'	
C70	S25°11'E	7.22'	7.25'	25.00'	
C77	S08°28'E	202.36'	202.46'	2125.00'	
C78	S64°00'W	105.56'	105.56'	3030.00'	
C79	S62°18'W	99.71'	99.71'	4030.00'	
C80	N79°11'W	31.62'	34.24'	25.00'	
C81	S22°21'W	31.62'	34.24'	25.00'	

LINE	BEARING	DISTANCE
L19	N47°42'E	63.24'
L20	N40°05'E	87.06'
L21	N36°30'E	84.73'
L22	N64°31'W	106.05'
L23	S64°31'E	102.76'
L24	N16°28'E	114.41'
L25	N02°08'W	81.70'
L26	N85°36'E	39.97'
L27	N09°04'E	86.95'
L29	S09°04'W	50.97'
L30	S32°00'E	48.29'
L31	N27°18'W	12.07'
L32	S47°17'W	44.54'

GUARANTEE OF COMPLETION OF STREETS AND RELATED IMPROVEMENTS.

I, THE UNDERSIGNED, HEREBY CERTIFY BOND OR OTHER SECURITY HAS BEEN POSTED WITH THE APPROPRIATE AGENCY TO INSURE COMPLETION OF ALL STREETS AND RELATED IMPROVEMENTS INCLUDING INDICATED PERMANENT REFERENCE MONUMENTS, BENCHMARKS, AND IRON PINS IN THIS SUBDIVISION IN ACCORDANCE WITH REQUIRED STANDARDS AND SPECIFICATIONS WITHIN A PERIOD NOT TO EXCEED ONE YEAR FROM DATE OF APPROVAL OF THE FINAL PLAT.

SIGNED: DATE: 12/3/06

DEPARTMENT: EPW TITLE: DIR

GUARANTEE OF COMPLETION OF DRAINAGE SYSTEMS.

I, THE UNDERSIGNED, HEREBY CERTIFY BOND OR OTHER SECURITY HAS BEEN POSTED WITH THE APPROPRIATE AGENCY TO INSURE COMPLETION AND STABILIZATION OF ALL DRAINAGE SYSTEMS AS SHOWN ON DRAINAGE PLANS WHICH WERE APPROVED THE ____ DAY OF ____, 20__, WITHIN A PERIOD NOT TO EXCEED ONE YEAR FROM DATE OF APPROVAL.

SIGNED: DATE: 12/3/06

DEPARTMENT: EPW TITLE: DIR

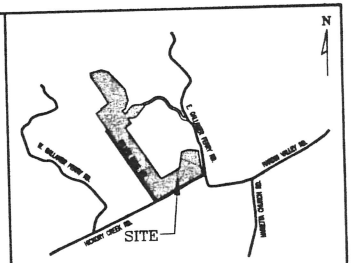
CERTIFICATE OF APPROVAL FOR RECORDING

THIS IS TO CERTIFY THAT THE SUBDIVISION PLAT SHOWN HEREON HAS BEEN FOUND TO COMPLY WITH THE SUBDIVISION REGULATIONS OF KNOXVILLE AND KNOX COUNTY AND WITH THE EXISTING OFFICIAL PLANS, WITH THE EXCEPTION OF ANY VARIANCES AND STIPULATIONS NOTED ON THIS PLAT AND IN THE MINUTES OF THE KNOXVILLE-KNOX COUNTY METROPOLITAN PLANNING COMMISSION, ON THIS THE 6TH DAY OF January 20 07 AND THAT THIS RECORD PLAT IS HEREBY APPROVED FOR RECORDING IN THE OFFICE OF THE KNOX COUNTY REGISTER OF DEEDS.

SIGNED:

DATE: 1/3/2007

DEED NORTH (SEE NOTE 7)

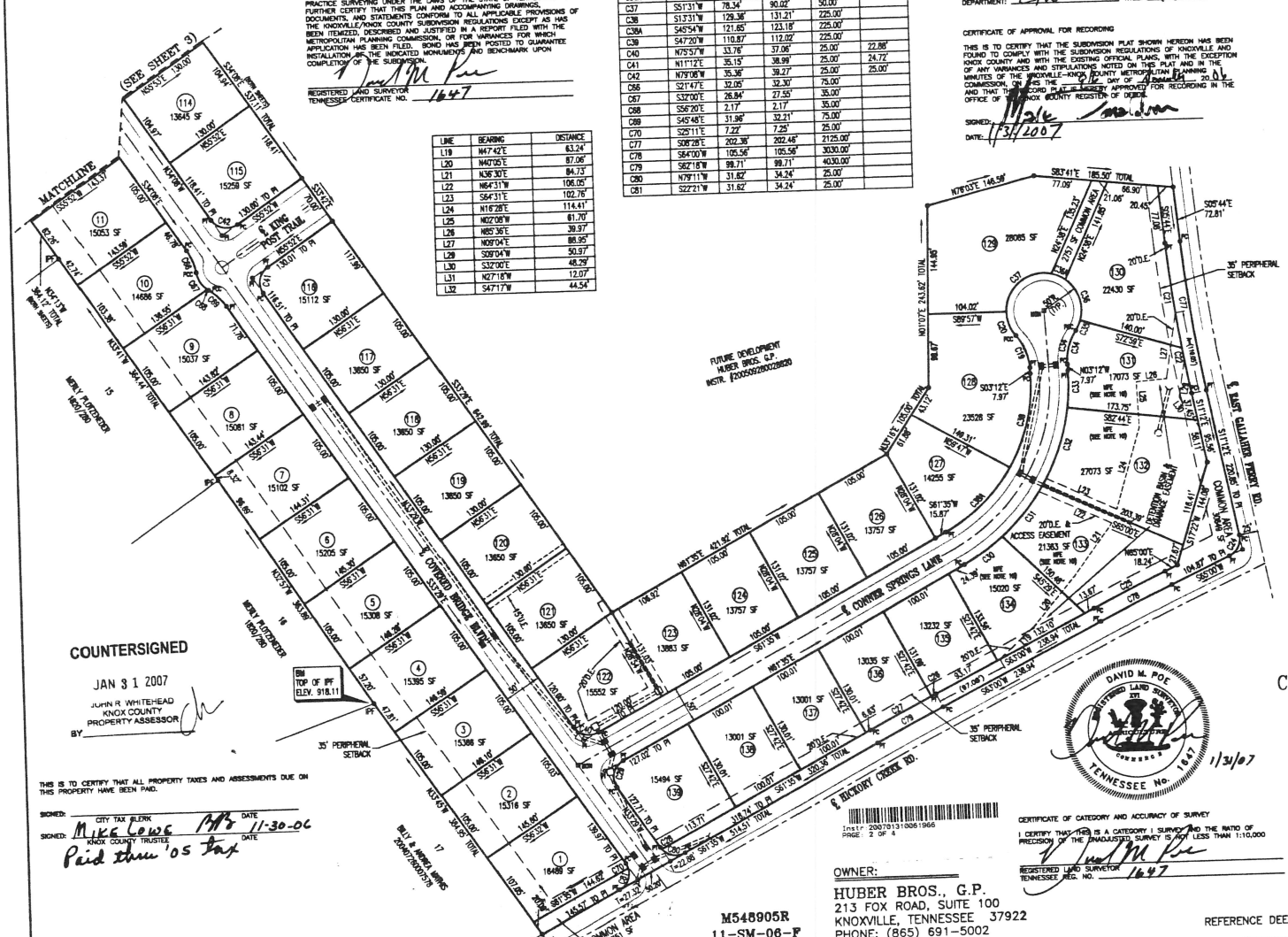


Not to SCale

LOCATION MAP

NOTES:

1. IRON PINS FOUND (IPF) SHOWN ON PLAT. ALL OTHERS SET BY BHN&P, UNLESS NOTED OTHERWISE ON PLAT.
2. 10' UTILITY, DRAINAGE AND CONSTRUCTION EASEMENTS INSIDE ALL EXTERIOR LOT LINES AND ALONG ALL ROADS, 5' UTILITY, DRAINAGE AND CONSTRUCTION EASEMENTS ALONG BOTH SIDES OF ALL INTERIOR LOT LINES WHERE BUILDINGS PERMIT, PLUS OTHER EASEMENTS AS SHOWN. UTILITY AND DRAINAGE EASEMENTS TO BE CENTERED ABOUT DRAINAGE STRUCTURE AS INSTALLED.
3. SANITARY SEWER EASEMENT OF 15', 7.5' EACH SIDE OF SEWER AS INSTALLED (WHERE APPLICABLE).
4. THIS PROPERTY IS ZONED PR.
5. THIS SUBDIVISION CONTAINS 36.83 ACRES AND IS SUBDIVIDED INTO 72 SINGLE-DETATCHED LOTS AND 3 COMMON AREAS. THE REMAINING AREA FOR FUTURE DEVELOPMENT CONTAINS APPROXIMATELY 88.28 ACRES.
6. BUILDING SETBACK LINES WILL BE AS FOLLOWS:
   FRONT....20'
   SIDES.....5'
   REAR.....15' (UNLESS CONTROLLED BY A 35' PERIPHERAL SETBACK)
7. NORTH BASED ON MAP BOOK 85-5 PAGE 44 OF ADJACENT PROPERTY (UNIVERSAL LAND DEVELOPMENT, LTD.).
8. NO BUILDING OF FILL IS ALLOWED WITHIN THE SINKHOLE LIMITS (CLOSED CONTOURS) AS SHOWN ON THIS MAP FOR LOT 97. IF ANY STRUCTURE IS DESIRED WITHIN THE 50' SINKHOLE BUFFER AREA, A GEOTECHNICAL REPORT MUST BE PREPARED TO DETERMINE IF THE SOIL IS CAPABLE OF SUSTAINING A STRUCTURE. THIS REPORT MUST BE APPROVED THE KNOX COUNTY DEPARTMENT OF ENGINEERING PRIOR TO ISSUING A BUILDING PERMIT.
9. MINIMUM FLOOR ELEVATION OF LOT 97 IS ONE FOOT ABOVE THE SINKHOLE (CLOSED CONTOURS).
10. MINIMUM FLOOR ELEVATION FOR LOTS 103,104,133-136 IS ONE FOOT ABOVE THE BERM OF THE DETENTION BASIN ON OR ADJACENT TO THAT LOT.
11. ALL INTERIOR ROADS ARE TO BE PUBLIC RIGHT-OF-WAYS.
12. ALL LOTS WILL HAVE ACCESS TO INTERIOR ROADS ONLY.
13. THERE SHALL BE A MINIMUM OF 300' SIGHT DISTANCE IN BOTH DIRECTIONS AT THE ENTRANCE ON E. GALLAHER FERRY ROAD.
14. FOR APPROVED SUBDIVISION VARIANCES AND CONDITIONS OF APPROVAL OF THE CONCEPT PLAN AND USE-ON-REVIEW, REFER TO THE METROPOLITAN PLANNING COMMISSION'S FILES 3-SB-06-C & 7-SB-06-C AND 3-C-06-UR & 7-H-05-UR.
15. HOMEOWNER'S ASSOCIATION IS ESTABLISHED AND RECORDED AS INSTR.# 200701170058223
16. MAINTENANCE AGREEMENTS FOR DETENTION FACILITIES ARE ESTABLISHED AND RECORDED AS INSTR.# 200701260060876



COUNTERSIGNED

JAN 31 2007

JOHN R. WHITEHEAD
KNOX COUNTY
PROPERTY ASSESSOR

BY

THIS IS TO CERTIFY THAT ALL PROPERTY TAXES AND ASSESSMENTS DUE ON THIS PROPERTY HAVE BEEN PAID.

SIGNED: CITY TAX CLERK DATE

SIGNED: Mike Lowe 11-30-06

KNOX COUNTY TRUSTEE DATE

Paid thru '05 tax

Inst: 200701310061966
PAGE 2 OF 4

CERTIFICATE OF CATEGORY AND ACCURACY OF SURVEY

I CERTIFY THAT THIS IS A CATEGORY I SURVEY AND THE RATIO OF PRECISION OF THE UNADJUSTED SURVEY IS NOT LESS THAN 1:10,000

REGISTERED LAND SURVEYOR TENNESSEE REG. NO. 1647

OWNER:

HUBER BROS., G.P.
213 FOX ROAD, SUITE 100
KNOXVILLE, TENNESSEE 37922
PHONE: (865) 691-5002

M548905R
11-SM-06-F

FINAL PLAT
FOR
COVERED BRIDGE AT HARDIN VALLEY
PHASE 1A

C-L-T MAP 116, PART OF PARCEL 29
DISTRICT 6, KNOX COUNTY, TN.

SCALE: 1" = 100' SEPTEMBER 12, 2006

100 50 0 100 200

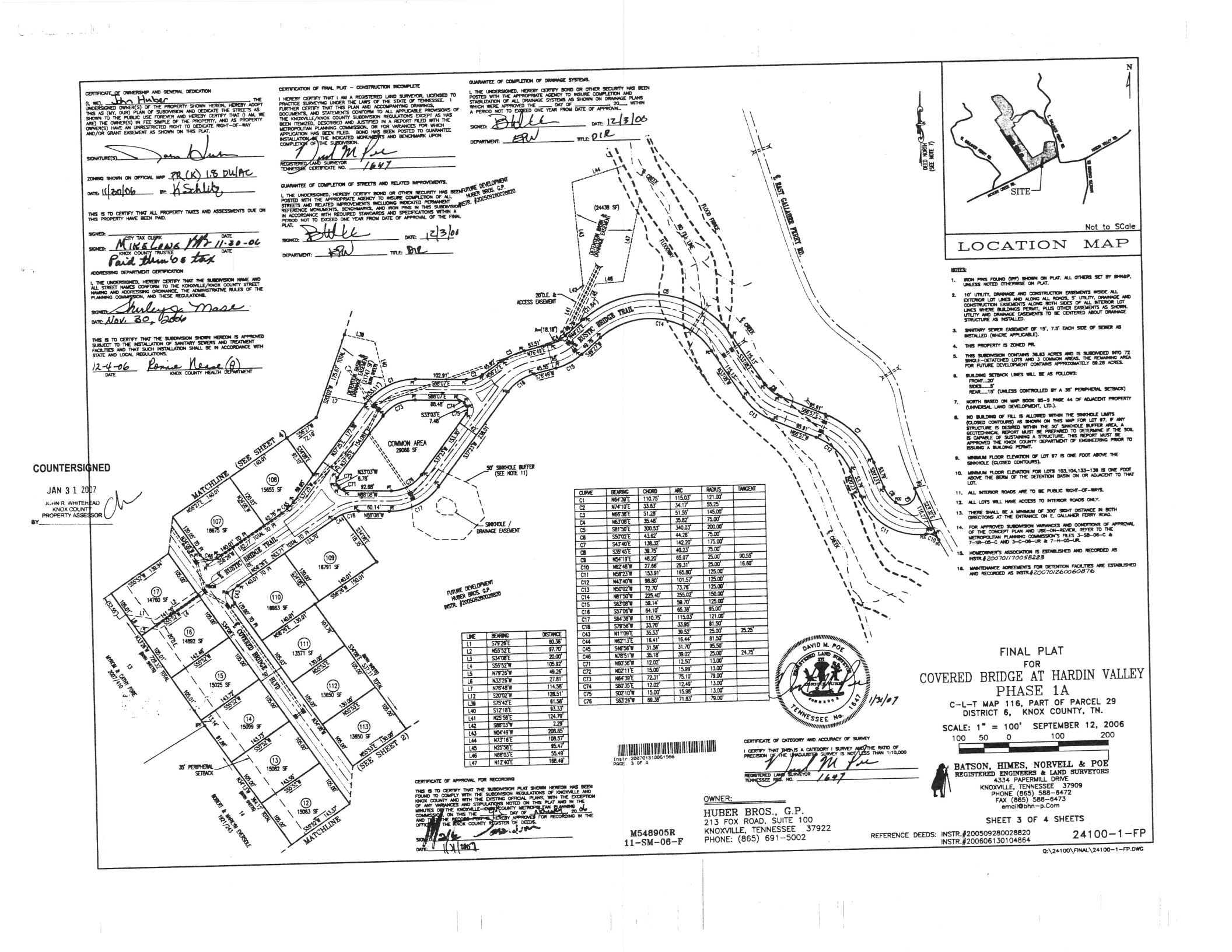
BATSON, HIMES, NORVELL & POE
REGISTERED ENGINEERS & LAND SURVEYORS
4334 PAPERMILL DRIVE
KNOXVILLE, TENNESSEE 37909
PHONE (865) 588-6472
FAX (865) 588-6473
email@bhn-p.Com

SHEET 2 OF 4 SHEETS

REFERENCE DEEDS: INSTR.#200509280028820
INSTR.#200606130104864

24100-1-FP

Q:\24100\FINAL\24100-1-FP.DWG



CURVE	BEARING	CHORD	ARC	RADIUS	TANGENT
C1	N64°39'E	110.75'	115.03'	121.00'	
C2	N74°10'E	33.63'	34.17'	55.25'	
C3	N66°38'E	51.28'	51.55'	145.00'	
C4	N63°08'E	35.48'	35.82'	75.00'	
C5	S81°50'E	300.53'	340.03'	200.00'	
C6	S50°02'E	43.62'	44.26'	75.00'	
C7	S43°40'E	138.32'	142.20'	175.00'	
C8	S35°45'E	38.75'	40.23'	75.00'	
C9	N54°19'E	48.20'	65.07'	25.00'	90.55'
C10	N62°48'W	27.66'	29.31'	25.00'	16.80'
C11	N58°23'W	153.91'	165.80'	125.00'	
C12	N43°40'W	98.80'	101.57'	125.00'	
C13	N50°02'W	72.70'	73.78'	125.00'	
C14	N81°50'W	225.40'	255.02'	150.00'	
C15	S63°08'W	58.14'	59.70'	125.00'	
C16	S57°06'W	64.10'	65.38'	95.00'	
C17	S64°38'W	110.75'	115.03'	121.00'	
C18	S79°56'W	33.70'	33.95'	81.50'	
C43	N11°09'E	35.53'	39.52'	25.00'	25.25'
C44	N62°13'E	16.41'	16.44'	81.50'	
C45	S46°56'W	31.56'	31.70'	95.50'	
C46	N78°51'W	35.18'	39.02'	25.00'	24.75'
C71	N60°36'W	12.02'	12.50'	13.00'	
C72	N02°11'E	15.00'	15.99'	13.00'	
C73	N64°39'E	72.31'	75.10'	79.00'	
C74	S60°35'E	12.02'	12.49'	13.00'	
C75	S02°10'W	15.00'	15.98'	13.00'	
C76	S63°26'W	69.38'	71.83'	79.00'	

LINE	BEARING	DISTANCE
L1	S79°26'E	80.36'
L2	N55°52'E	97.70'
L3	S34°08'E	20.00'
L4	S55°52'W	105.92'
L5	N79°26'W	49.26'
L6	N33°26'W	27.81'
L7	N76°48'W	114.58'
L12	S20°02'W	128.51'
L38	S75°42'E	61.58'
L40	S12°18'E	83.33'
L41	N25°58'E	124.79'
L42	S86°03'W	2.29'
L43	N04°49'W	208.85'
L44	N73°16'E	108.57'
L45	N25°58'E	95.47'
L46	N86°03'E	55.49'
L47	N12°40'E	166.49

CERTIFICATE OF OWNERSHIP AND GENERAL DEDICATION

I (WE), John Huber, THE UNDERSIGNED OWNER(S) OF THE PROPERTY SHOWN HEREON, HEREBY ADOPT THIS AS (MY, OUR) PLAN OF SUBDIVISION AND DEDICATE THE STREETS AS SHOWN TO THE PUBLIC USE FOREVER AND HEREBY CERTIFY THAT (I AM, WE ARE) THE OWNER(S) IN FEE SIMPLE OF THE PROPERTY, AND AS PROPERTY OWNER(S) HAVE AN UNRESTRICTED RIGHT TO DEDICATE RIGHT-OF-WAY AND/OR GRANT EASEMENT AS SHOWN ON THIS PLAT.

SIGNATURE(S) John Huber

ZONING SHOWN ON OFFICIAL MAP PR(K) 1.8 DU/AC

DATE: 11/30/06 BY: K Schlitz

THIS IS TO CERTIFY THAT ALL PROPERTY TAXES AND ASSESSMENTS DUE ON THIS PROPERTY HAVE BEEN PAID.

SIGNED: _____ CITY TAX CLERK DATE

SIGNED: Mike Lowe MT 11-30-06 KNOX COUNTY TRUSTEE DATE

Paid thru '05 tax

ADDRESSING DEPARTMENT CERTIFICATION

I, THE UNDERSIGNED, HEREBY CERTIFY THAT THE SUBDIVISION NAME AND ALL STREET NAMES CONFORM TO THE KNOXVILLE/KNOX COUNTY STREET NAMING AND ADDRESSING ORDINANCE, THE ADMINISTRATIVE RULES OF THE PLANNING COMMISSION, AND THESE REGULATIONS.

SIGNED: Shirley G Mase

DATE: Nov. 30, 2006

THIS IS TO CERTIFY THAT THE SUBDIVISION SHOWN HEREON IS APPROVED SUBJECT TO THE INSTALLATION OF SANITARY SEWERS AND TREATMENT FACILITIES AND THAT SUCH INSTALLATION SHALL BE IN ACCORDANCE WITH STATE AND LOCAL REGULATIONS.

12-4-06 Ronnie Neace (A)

DATE KNOX COUNTY HEALTH DEPARTMENT

CERTIFICATION OF FINAL PLAT – CONSTRUCTION INCOMPLETE

I HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR, LICENSED TO PRACTICE SURVEYING UNDER THE LAWS OF THE STATE OF TENNESSEE. I FURTHER CERTIFY THAT THIS PLAN AND ACCOMPANYING DRAWINGS, DOCUMENTS, AND STATEMENTS CONFORM TO ALL APPLICABLE PROVISIONS OF THE KNOXVILLE/KNOX COUNTY SUBDIVISION REGULATIONS EXCEPT AS HAS BEEN ITEMIZED, DESCRIBED AND JUSTIFIED IN A REPORT FILED WITH THE METROPOLITAN PLANNING COMMISSION, OR FOR VARIANCES FOR WHICH APPLICATION HAS BEEN FILED. BOND HAS BEEN POSTED TO GUARANTEE INSTALLATION OF THE INDICATED MONUMENTS AND BENCHMARK UPON COMPLETION OF THE SUBDIVISION.

David M. Poe

REGISTERED LAND SURVEYOR

TENNESSEE CERTIFICATE NO. 1647

GUARANTEE OF COMPLETION OF STREETS AND RELATED IMPROVEMENTS.

I, THE UNDERSIGNED, HEREBY CERTIFY BOND OR OTHER SECURITY HAS BEEN POSTED WITH THE APPROPRIATE AGENCY TO INSURE COMPLETION OF ALL STREETS AND RELATED IMPROVEMENTS INCLUDING INDICATED PERMANENT REFERENCE MONUMENTS, BENCHMARKS, AND IRON PINS IN THIS SUBDIVISION IN ACCORDANCE WITH REQUIRED STANDARDS AND SPECIFICATIONS WITHIN A PERIOD NOT TO EXCEED ONE YEAR FROM DATE OF APPROVAL OF THE FINAL PLAT.

SIGNED: B&Lee DATE: 12/3/06

DEPARTMENT: EPW TITLE: DIR

GUARANTEE OF COMPLETION OF DRAINAGE SYSTEMS.

I, THE UNDERSIGNED, HEREBY CERTIFY BOND OR OTHER SECURITY HAS BEEN POSTED WITH THE APPROPRIATE AGENCY TO INSURE COMPLETION AND STABILIZATION OF ALL DRAINAGE SYSTEMS AS SHOWN ON DRAINAGE PLANS WHICH WERE APPROVED THE ___ DAY OF _____, 20__, WITHIN A PERIOD NOT TO EXCEED ONE YEAR FROM DATE OF APPROVAL.

SIGNED: B&Lee DATE: 12/3/06

DEPARTMENT: EPW TITLE: DIR

CERTIFICATE OF APPROVAL FOR RECORDING

THIS IS TO CERTIFY THAT THE SUBDIVISION PLAT SHOWN HEREON HAS BEEN FOUND TO COMPLY WITH THE SUBDIVISION REGULATIONS OF KNOXVILLE AND KNOX COUNTY AND WITH THE EXISTING OFFICIAL PLANS, WITH THE EXCEPTION OF ANY VARIANCES AND STIPULATIONS NOTED ON THIS PLAT AND IN THE MINUTES OF THE KNOXVILLE-KNOX COUNTY METROPOLITAN PLANNING COMMISSION, AND THIS THE 9th DAY OF January, 20 07 AND THAT IT IS RECOMMENDED THAT IT BE APPROVED FOR RECORDING IN THE OFFICE OF THE KNOX COUNTY REGISTER OF DEEDS.

SIGNED: _____

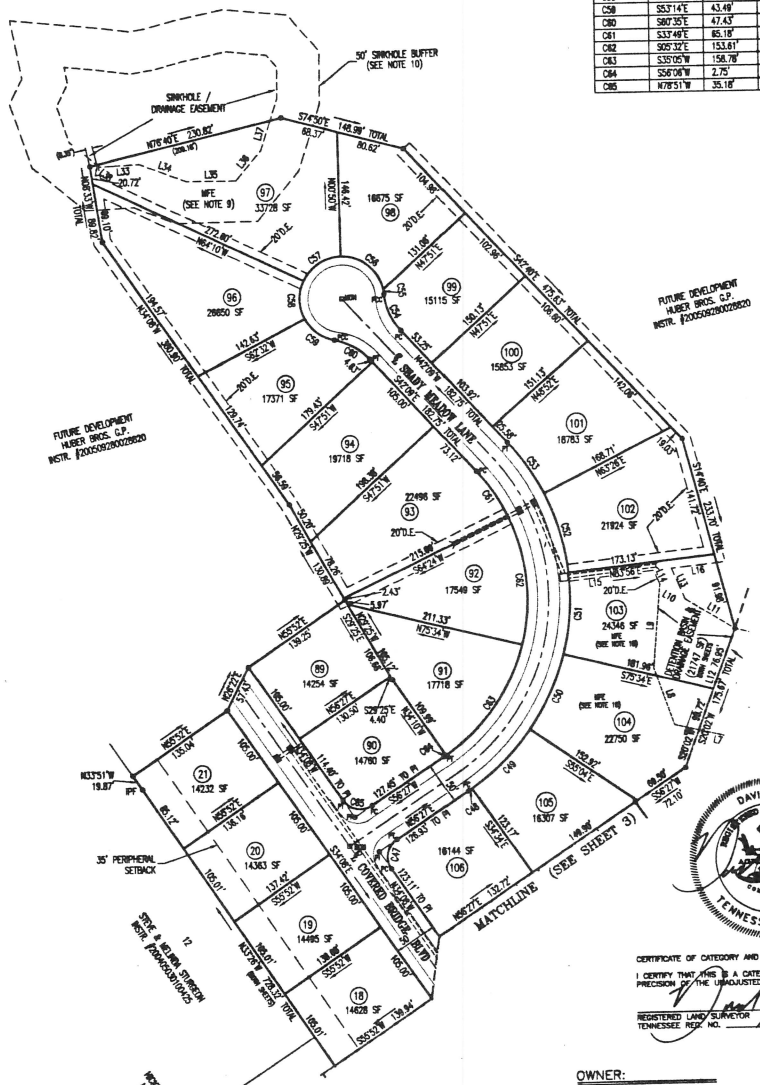
DATE: 1/9/2007

COUNTERSIGNED

JAN 31 2007

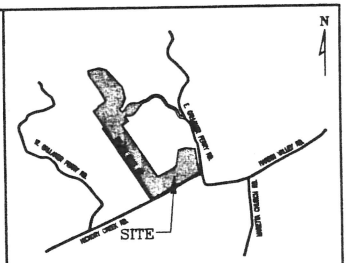
JOHN R. WHITEHEAD
KNOX COUNTY
PROPERTY ASSESSOR

BY _____



CURVE	BEARING	CHORD	ARC	RADIUS	TANGENT
C47	N11°10'E	35.53'	39.51'	25.00'	25.24'
C48	N55°57'E	4.85'	4.85'	275.00'	
C49	N45°11'E	97.88'	98.41'	275.00'	
C50	N24°41'E	97.88'	98.41'	275.00'	
C51	N04°11'E	97.88'	98.41'	275.00'	
C52	N16°19'W	97.88'	98.41'	275.00'	
C53	N34°22'W	74.53'	74.78'	275.00'	
C54	N23°43'W	47.43'	48.26'	75.00'	
C55	N08°31'W	5.85'	5.85'	50.00'	
C56	N51°18'W	63.66'	69.01'	50.00'	
C57	S57°30'W	52.50'	55.27'	50.00'	
C58	S00°49'E	44.85'	46.51'	50.00'	
C59	S53°14'E	43.49'	44.98'	50.00'	
C60	S80°35'E	47.43'	48.26'	75.00'	
C61	S33°49'E	85.18'	85.41'	225.00'	
C62	S05°32'E	153.61'	156.76'	225.00'	
C63	S35°05'W	156.78'	162.27'	225.00'	
C64	S56°06'W	2.75'	2.75'	225.00'	
C65	N78°51'W	35.18'	39.02'	25.00'	24.75'

LINE	BEARING	DISTANCE
L7	N76°48'W	114.58'
L8	N18°09'W	72.24'
L9	N04°41'E	101.20'
L10	S57°55'E	35.00'
L11	S57°55'E	68.80'
L12	S12°18'E	93.33'
L13	N23°04'W	40.33'
L14	N23°04'W	17.72'
L15	S83°56'W	100.22'
L16	N83°56'E	53.51'
L33	N87°34'E	30.489'
L34	S88°48'E	58.165'
L35	S89°49'E	57.439'
L36	N44°19'E	46.39'
L37	N17°56'E	36.625'
L38	S49°52'E	3.71'



Not to SCale

LOCATION MAP

NOTES:

1. IRON PINS FOUND (IPF) SHOWN ON PLAT. ALL OTHERS SET BY BHN&P, UNLESS NOTED OTHERWISE ON PLAT.
2. 10' UTILITY, DRAINAGE AND CONSTRUCTION EASEMENTS INSIDE ALL EXTERIOR LOT LINES AND ALONG ALL ROADS, 5' UTILITY, DRAINAGE AND CONSTRUCTION EASEMENTS ALONG BOTH SIDES OF ALL INTERIOR LOT LINES WHERE BUILDINGS PERMIT, PLUS OTHER EASEMENTS AS SHOWN. UTILITY AND DRAINAGE EASEMENTS TO BE CENTERED ABOUT DRAINAGE STRUCTURE AS INSTALLED.
3. SANITARY SEWER EASEMENT OF 15', 7.5' EACH SIDE OF SEWER AS INSTALLED (WHERE APPLICABLE).
4. THIS PROPERTY IS ZONED PR.
5. THIS SUBDIVISION CONTAINS 38.63 ACRES AND IS SUBDIVIDED INTO 72 SINGLE-DETACHED LOTS AND 3 COMMON AREAS. THE REMAINING AREA FOR FUTURE DEVELOPMENT CONTAINS APPROXIMATELY 80.28 ACRES.
6. BUILDING SETBACK LINES WILL BE AS FOLLOWS:
   FRONT....30'
   SIDES....5'
   REAR.....15' (UNLESS CONTROLLED BY A 35' PERIPHERAL SETBACK)
7. NORTH BASED ON MAP BOOK 85-S PAGE 44 OF ADJACENT PROPERTY (UNIVERSAL LAND DEVELOPMENT, LTD.).
8. NO BUILDING OF FILL IS ALLOWED WITHIN THE SINKHOLE LIMITS (CLOSED CONTOURS) AS SHOWN ON THIS MAP FOR LOT 97. IF ANY STRUCTURE IS DESIRED WITHIN THE 50' SINKHOLE BUFFER AREA, A GEOTECHNICAL REPORT MUST BE PREPARED TO DETERMINE IF THE SOIL IS CAPABLE OF SUSTAINING A STRUCTURE. THIS REPORT MUST BE APPROVED THE KNOX COUNTY DEPARTMENT OF ENGINEERING PRIOR TO ISSUING A BUILDING PERMIT.
9. MINIMUM FLOOR ELEVATION OF LOT 97 IS ONE FOOT ABOVE THE SINKHOLE (CLOSED CONTOURS).
10. MINIMUM FLOOR ELEVATION FOR LOTS 103,104,133-138 IS ONE FOOT ABOVE THE BERM OF THE DETENTION BASIN ON OR ADJACENT TO THAT LOT.
11. ALL INTERIOR ROADS ARE TO BE PUBLIC RIGHT-OF-WAYS.
12. ALL LOTS WILL HAVE ACCESS TO INTERIOR ROADS ONLY.
13. THERE SHALL BE A MINIMUM OF 300' SIGHT DISTANCE IN BOTH DIRECTIONS AT THE ENTRANCE ON E. GALLAHER FERRY ROAD.
14. FOR APPROVED SUBDIVISION VARIANCES AND CONDITIONS OF APPROVAL OF THE CONCEPT PLAN AND USE-ON-REVIEW, REFER TO THE METROPOLITAN PLANNING COMMISSION'S FILES 3-SB-06-C & 7-SB-06-C AND 3-C-06-UR & 7-H-05-UR.
15. HOMEOWNER'S ASSOCIATION IS ESTABLISHED AND RECORDED AS INSTR.#200701170058223
16. MAINTENANCE AGREEMENTS FOR DETENTION FACILITIES ARE ESTABLISHED AND RECORDED AS INSTR.#200701260060876

DAVID M. POE
REGISTERED LAND SURVEYOR
TENNESSEE No. 1647

1/3/07

CERTIFICATE OF CATEGORY AND ACCURACY OF SURVEY

I CERTIFY THAT THIS IS A CATEGORY I SURVEY AND THE RATIO OF PRECISION OF THE UNADJUSTED SURVEY IS NOT LESS THAN 1:10,000

David M Poe

REGISTERED LAND SURVEYOR
TENNESSEE REG. NO. 1647

OWNER:

HUBER BROS., G.P.
213 FOX ROAD, SUITE 100
KNOXVILLE, TENNESSEE 37922
PHONE: (865) 691-5002

M548905R
11-SM-06-F

FINAL PLAT
FOR
COVERED BRIDGE AT HARDIN VALLEY
PHASE 1A

C-L-T MAP 116, PART OF PARCEL 29
DISTRICT 6, KNOX COUNTY, TN.

SCALE: 1" = 100' SEPTEMBER 12, 2006

100 50 0 100 200

BATSON, HIMES, NORVELL & POE
REGISTERED ENGINEERS & LAND SURVEYORS
4334 PAPERMILL DRIVE
KNOXVILLE, TENNESSEE 37909
PHONE (865) 588-6472
FAX (865) 588-6473
email@bhn-p.com

SHEET 4 OF 4 SHEETS

REFERENCE DEEDS: INSTR.#200509280028820
INSTR.#200606130104864

24100-1-FP

Q:\24100\FINAL\24100-1-FP.DWG

ENGINEERING & PUBLIC WORKS

Codes Enforcement · Fleet Services · Operations · Development Services · Solid Waste · Strategic Planning

Knox County Tennessee Road Acceptance

Name of Subdivision: Covered Bridge at Hardin Valley Phase 1B
Developer: Covered Bridge, LLC.
Commission District: District 6
Inspector:
Date: February 24, 2025

Name of Road	Length of Road	Resurfacing w/Profile Mill Included in Cost
Covered Bridge Boulevard	685 LF	$ 24,177.42
	Total Miles 0.13	Total $24,177.42

Knox County Engineering is recommending the acceptance of the right-of-way along the above streets as shown on the recorded plat instrument number 200802150060943.

205 West Baxter Avenue · Knoxville, TN 37917 · 865-215-5800

New Road Checklist:

Name of Subdivision: Covered Bridge at Hardin Valley Phase 1B
Inspector: Rogers Group/Knox County Engineering
Date Surfaced: 2008

- ✓ Curbs are backfilled
- ✓ Correct signs have been installed per the MUTCD manual
  - Street signs
  - Stop signs
  - Speed limits signs
  - Children at play signs
  - No Outlet signs if applicable
  - ✓ Street is free of standing water
- ✓ Sidewalks are located within the ROW
- ○ Bridge(s) spanning 20' or more located within this road section
  - If yes, provide a brief description:

_____

_____

  - EPW file # 106-045

Recommended for road acceptance: Yes

Sandi Prichard — 2/24/2025

Construction Assurance Coordinator — Date

[signature] — 2/27/25

Development Services Director — Date

CERTIFICATE OF OWNERSHIP AND GENERAL DEDICATION

I (WE), Covered Bridge, LLC, THE UNDERSIGNED OWNER(S) OF THE PROPERTY SHOWN HEREIN, HEREBY ADOPT THIS AS (MY, OUR) PLAN OF SUBDIVISION AND DEDICATE THE STREETS AS SHOWN TO THE PUBLIC USE FOREVER AND HEREBY CERTIFY THAT I (AM, WE ARE) THE OWNER(S) IN FEE SIMPLE OF THE PROPERTY, AND AS PROPERTY OWNER(S) HAVE AN UNRESTRICTED RIGHT TO DEDICATE RIGHT-OF-WAY AND/OR GRANT EASEMENT AS SHOWN ON THIS PLAT.

SIGNATURE(S) [signature]

ZONING SHOWN ON OFFICIAL MAP PR(K) 1-1.8 DU/AC

DATE: 2-7-08 BY: P. Phillips

THIS IS TO CERTIFY THAT ALL PROPERTY TAXES AND ASSESSMENTS DUE ON THIS PROPERTY HAVE BEEN PAID.

SIGNED: _____ CITY TAX CLERK DATE

SIGNED: Mike Lowe; TCA 8-11-111 KNOX COUNTY TRUSTEE DATE 2-7-08

Paid thru 01 tax

ADDRESSING DEPARTMENT CERTIFICATION

I, THE UNDERSIGNED, HEREBY CERTIFY THAT THE SUBDIVISION NAME AND ALL STREET NAMES CONFORM TO THE KNOXVILLE/KNOX COUNTY STREET NAMING AND ADDRESSING ORDINANCE, THE ADMINISTRATIVE RULES OF THE PLANNING COMMISSION, AND THESE REGULATIONS.

SIGNED: [signature]

DATE: Feb. 7, 2008

THIS IS TO CERTIFY THAT THE SUBDIVISION SHOWN HEREON IS APPROVED SUBJECT TO THE INSTALLATION OF SANITARY SEWERS AND TREATMENT FACILITIES AND THAT SUCH INSTALLATION SHALL BE IN ACCORDANCE WITH STATE AND LOCAL REGULATIONS.

2-9-08 DATE Bonnie Nunn (for) KNOX COUNTY HEALTH DEPARTMENT

CERTIFICATION OF FINAL PLAT – CONSTRUCTION INCOMPLETE

I HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR, LICENSED TO PRACTICE SURVEYING UNDER THE LAWS OF THE STATE OF TENNESSEE. I FURTHER CERTIFY THAT THIS PLAN AND ACCOMPANYING DRAWINGS, DOCUMENTS, AND STATEMENTS CONFORM TO ALL APPLICABLE PROVISIONS OF THE KNOXVILLE/KNOX COUNTY SUBDIVISION REGULATIONS EXCEPT AS HAS BEEN ITEMIZED, DESCRIBED AND JUSTIFIED IN A REPORT FILED WITH THE METROPOLITAN PLANNING COMMISSION, OR FOR VARIANCES FOR WHICH APPLICATION HAS BEEN FILED. BOND HAS BEEN POSTED TO GUARANTEE INSTALLATION OF THE INDICATED MONUMENTS AND BENCHMARK UPON COMPLETION OF THE SUBDIVISION.

[signature]

REGISTERED LAND SURVEYOR

TENNESSEE CERTIFICATE NO. 2595

GUARANTEE OF COMPLETION OF STREETS AND RELATED IMPROVEMENTS.

I, THE UNDERSIGNED, HEREBY CERTIFY BOND OR OTHER SECURITY HAS BEEN POSTED WITH THE APPROPRIATE AGENCY TO INSURE COMPLETION OF ALL STREETS AND RELATED IMPROVEMENTS INCLUDING INDICATED PERMANENT REFERENCE MONUMENTS, BENCHMARKS, AND IRON PINS IN THIS SUBDIVISION IN ACCORDANCE WITH REQUIRED STANDARDS AND SPECIFICATIONS WITHIN A PERIOD NOT TO EXCEED ONE YEAR FROM DATE OF APPROVAL OF THE FINAL PLAT.

SIGNED: [signature] DATE: 2/8/08

DEPARTMENT: Engg Plan TITLE: DE

GUARANTEE OF COMPLETION OF DRAINAGE SYSTEMS.

I, THE UNDERSIGNED, HEREBY CERTIFY BOND OR OTHER SECURITY HAS BEEN POSTED WITH THE APPROPRIATE AGENCY TO INSURE COMPLETION AND STABILIZATION OF ALL DRAINAGE SYSTEMS AS SHOWN ON DRAINAGE PLANS WHICH WERE APPROVED THE 8th DAY OF Feb 2008 WITHIN A PERIOD NOT TO EXCEED ONE YEAR FROM DATE OF APPROVAL.

SIGNED: [signature] DATE: 2/8/08

DEPARTMENT: Engg Plan TITLE: DE

CERTIFICATE OF APPROVAL FOR RECORDING

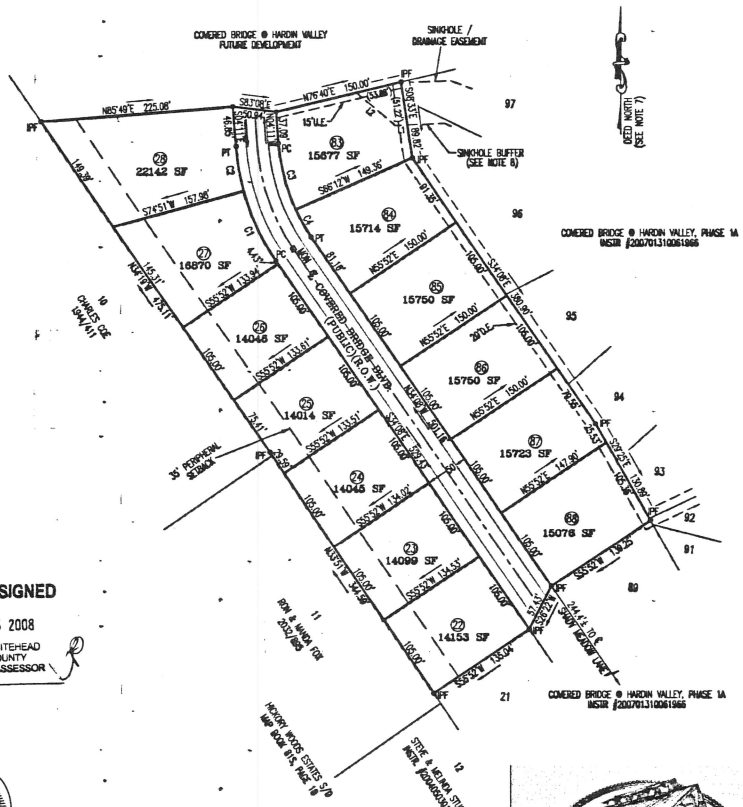
THIS IS TO CERTIFY THAT THE SUBDIVISION PLAT SHOWN HEREON HAS BEEN FOUND TO COMPLY WITH THE SUBDIVISION REGULATIONS OF KNOXVILLE AND KNOX COUNTY AND WITH THE EXISTING OFFICIAL PLANS, WITH THE EXCEPTION OF ANY VARIANCES AND STIPULATIONS NOTED ON THIS PLAT AND IN THE MINUTES OF THE KNOXVILLE-KNOX COUNTY METROPOLITAN PLANNING COMMISSION, ON THIS THE 14th DAY OF Feb 2008 AND THAT THE RECORD PLAT IS HEREBY APPROVED FOR RECORDING IN THE OFFICE OF THE KNOX COUNTY REGISTER OF DEEDS.

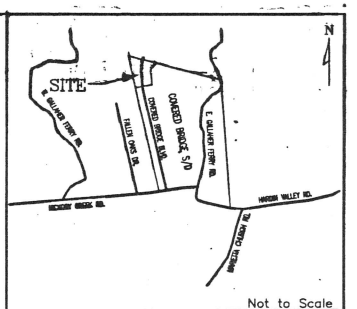
SIGNED: [signature]

DATE: 2-15-08

CURVE	CHORD BEARING	CHORD LENGTH	ARC LENGTH	RADIUS	TANGENT
C1	S24°38'E	90.73'	91.15'	275.00'	
C2	S09°40'E	52.54'	52.62'	275.00'	
C3	N14°26'W	80.06'	80.48'	225.00'	
C4	N29°24'W	37.10'	37.14'	225.00'	

LINE	BEARING	DISTANCE
L1	S87°34'W	14.01'
L2	N49°52'W	60.23'





Not to Scale

LOCATION MAP

NOTES:

1. IRON PINS FOUND (IPF) SHOWN ON PLAT. ALL OTHERS SET BY BH&P, UNLESS NOTED OTHERWISE ON PLAT.
2. 10' UTILITY, DRAINAGE AND CONSTRUCTION EASEMENTS INSIDE ALL EXTERIOR LOT LINES AND ALONG ALL ROADS. 5' UTILITY, DRAINAGE AND CONSTRUCTION EASEMENTS ALONG BOTH SIDES OF ALL INTERIOR LOT LINES, PLUS OTHER EASEMENTS AS SHOWN. UTILITY AND DRAINAGE EASEMENTS TO BE CENTERED ABOUT DRAINAGE STRUCTURE AS INSTALLED.
3. SANITARY SEWER EASEMENT OF 15', 7.5' EACH SIDE OF SEWER AS INSTALLED (WHERE APPLICABLE).
4. THIS PROPERTY IS ZONED PR.
5. THIS SUBDIVISION CONTAINS 5.45 ACRES AND IS SUBDIVIDED INTO 13 RESIDENTIAL-DETACHED LOTS & PUBLIC RIGHT-OF-WAY. THE REMAINING AREA FOR FUTURE DEVELOPMENT CONTAINS APPROXIMATELY 83.81 ACRES.
6. BUILDING SETBACK LINES WILL BE AS FOLLOWS:
   FRONT....20'
   SIDES.....5'
   REAR.....15' (UNLESS CONTROLLED BY A 35' PERIPHERAL SETBACK)
7. NORTH BASED ON MAP BOOK 85-S PAGE 44 OF ADJACENT PROPERTY (UNIVERSAL LAND DEVELOPMENT, LTD.).
8. NO BUILDING OF FILL IS ALLOWED WITHIN THE SINKHOLE LIMITS (CLOSED CONTOURS) AS SHOWN ON THIS MAP FOR LOT 83. IF ANY STRUCTURE IS DESIRED WITHIN THE 50' SINKHOLE BUFFER AREA, A GEOTECHNICAL REPORT MUST BE PREPARED TO DETERMINE IF THE SOIL IS CAPABLE OF SUSTAINING A STRUCTURE. THIS REPORT MUST BE APPROVED THE KNOX COUNTY DEPARTMENT OF ENGINEERING PRIOR TO ISSUING A BUILDING PERMIT.
9. MINIMUM FLOOR ELEVATION OF LOT 97 IS ONE FOOT ABOVE THE SINKHOLE (CLOSED CONTOURS).
10. ALL INTERIOR ROADS ARE TO BE PUBLIC RIGHT-OF-WAYS.
11. ALL LOTS WILL HAVE ACCESS TO INTERIOR ROADS ONLY.
12. FOR APPROVED SUBDIVISION VARIANCES AND CONDITIONS OF APPROVAL OF THE CONCEPT PLAN AND USE-ON-REVIEW, REFER TO THE METROPOLITAN PLANNING COMMISSION'S FILES 3-SB-08-C & 7-SB-05-C AND 3-C-08-UR & 7-H-05-UR.
13. HOMEOWNER'S ASSOCIATION IS ESTABLISHED AND RECORDED AS INSTR.#200701170058223
14. MAINTENANCE AGREEMENTS FOR DETENTION FACILITIES ARE ESTABLISHED AND RECORDED AS INSTR.#200701260080876

COUNTERSIGNED

FEB 15 2008

JOHN R. WHITEHEAD
KNOX COUNTY
PROPERTY ASSESSOR

BY _____

LEGEND

⊙IPF	IRON PIN FOUND
⊙IPS	IRON PIN SET
⊙PRM	PERMANENT REFERENCE MONUMENT
PC	POINT OF CURVE
PT	POINT OF TANGENT
PI	POINT OF INTERSECT
PCC	POINT OF COMPOUND CURVE
PRC	POINT OF REVERSE CURVE
D.E.	DRAINAGE EASEMENT
U.E.	UTILITY EASEMENT
CA	COMMON AREA
▩	CATCH BASIN
□	JUNCTION BOX
— — —	DRAINAGE EASEMENT
═══	DRAINAGE PIPE (PROPOSED)
— — —	PERIPHERAL SETBACK
— — —	ROADWAY CENTERLINE
— — —	ZONING
—x—	FENCE

DAVID BRIAN HARBIN
REGISTERED LAND SURVEYOR
TENNESSEE No. 2595
1/2/08

CERTIFICATE OF CATEGORY AND ACCURACY OF SURVEY

I CERTIFY THAT THIS IS A CATEGORY I SURVEY AND THE RATIO OF PRECISION OF THE UNADJUSTED SURVEY IS NOT LESS THAN 1:10,000

[signature]

REGISTERED LAND SURVEYOR

TENNESSEE REG. NO. 2595

SHERRY WITT
REGISTER OF DEEDS
KNOX COUNTY

Instr: 200802150060943 Page: 1 OF 1
REC'D FOR REC 02/15/2008 9:31:10AM
RECORD FEE: $17.00
M. TAX: $0.00 T. TAX: $0.00

2-SG-08-F

OWNER:

COVERED BRIDGE, LLC
213 FOX ROAD, SUITE 100
KNOXVILLE, TENNESSEE 37922
PHONE: (865) 691-5002

FINAL PLAT
FOR
COVERED BRIDGE AT HARDIN VALLEY
PHASE 1B OUT OF PARCEL 29
C-L-T MAP 116, PARCEL 29.16
DISTRICT 6, KNOX COUNTY, TN.

SCALE: 1" = 100' JANUARY 2, 2008

100' 0' 100' 200'

BATSON, HIMES, NORVELL & POE
REGISTERED ENGINEERS & LAND SURVEYORS
4334 PAPERMILL DRIVE
KNOXVILLE, TENNESSEE 37909
PHONE (865) 588-6472
FAX (865) 588-6473
email@bhn-p.com

REFERENCE DEEDS: INSTR.#200606130104864

24100-1B-FP

O:\24100\FINAL\24100-1B-FP.DWG

ENGINEERING & PUBLIC WORKS

Codes Enforcement · Fleet Services · Operations · Development Services · Solid Waste · Strategic Planning

Knox County Tennessee Road Acceptance

Name of Subdivision: Covered Bridge Phase 1C
Developer: Huber Brothers, GP. & Covered Bridge, LLC.
Commission District: 6
Inspector:
Date: February 24, 2025

Name of Road	Length of Road	Resurfacing w/Profile Mill Included in Cost
Echo Brook Lane	282 LF	$ 9,953.33
Whitetail Lane	765 LF	$ 27,001.06
Viewcrest Lane	865 LF	$30,530.61
Covered Bridge Boulevard	147 LF	$ 5,188.44
	Total Miles 0.39	Total $ 72,673.44

Knox County Engineering is recommending the acceptance of the right-of-way along the above streets as shown on the recorded plat instrument number 201004120064331.

205 West Baxter Avenue · Knoxville, TN 37917 · 865-215-5800

New Road Checklist:

Name of Subdivision: Covered Bridge Phase 1C
Inspector:
Date Surfaced: 2010

- ✓ Curbs are backfilled
- ✓ Correct signs have been installed per the MUTCD manual
  - Street signs
  - Stop signs
  - Speed limits signs
  - Children at play signs
  - No Outlet signs if applicable
  - ✓ Street is free of standing water
- ✓ Sidewalks are located within the ROW
- Bridge(s) spanning 20' or more located within this road section
  - If yes, provide a brief description:

_____

_____

  - EPW file # 106-113

Recommended for road acceptance: Yes

Sandi Prichard — Construction Assurance Coordinator — 2/24/2025 — Date

[signature] — Development Services Director — 2/27/25 — Date

CURVE	CHORD BEARING	CHORD LENGTH	ARC LENGTH	RADIUS	TANGENT
C1	N37°03'E	32.95'	35.97'	25.00'	21.90'
C2	N72°57'E	46.24'	46.31'	250.00'	
C3	N70°38'E	27.90'	27.92'	225.00'	
C4	S84°36'E	182.53'	186.72'	225.00'	
C5	S59°53'E	27.38'	27.39'	225.00'	
C6	S49°12'E	53.72'	53.85'	225.00'	
C7	S45°12'E	24.25'	24.25'	275.00'	
C8	N52°03'W	41.53'	41.57'	275.00'	
C9	N11°23'W	35.36'	39.27'	25.00'	25.00'
C10	N36°37'E	20.83'	20.94'	200.00'	
C11	N41°46'E	15.03'	15.03'	200.00'	
C12	N62°06'E	93.80'	95.18'	150.00'	
C13	S53°24'E	38.16'	40.43'	25.00'	26.16'
C14	S04°19'E	7.23'	7.23'	75.00'	
C15	S14°07'W	40.52'	41.03'	75.00'	
C16	S17°39'E	73.85'	82.79'	50.00'	
C17	N82°55'E	52.98'	55.84'	50.00'	
C18	N17°36'E	54.94'	56.16'	50.00'	
C19	N29°50'W	44.38'	74.83'	50.00'	
C20	N25°31'W	47.43'	48.26'	75.00'	
C21	N37°05'E	35.36'	39.27'	25.00'	25.00'
C22	S78°38'E	47.43'	48.26'	75.00'	
C23	S71°40'E	19.82'	20.08'	50.00'	
C24	N50°25'E	66.15'	72.25'	50.00'	
C25	N25°22'W	63.46'	68.75'	50.00'	
C26	S80°39'W	58.77'	60.37'	50.00'	
C27	S64°29'W	47.43'	48.26'	75.00'	
C28	S74°36'W	57.82'	58.12'	200.00'	
C29	S55°06'W	77.54'	78.04'	200.00'	
C30	S38°46'W	44.91'	44.97'	250.00'	
C31	S35°36'W	18.77'	19.19'	25.00'	
C32	N81°47'W	17.80'	17.99'	25.00'	
C33	N75°13'W	133.45'	134.79'	275.00'	
C34	S80°25'W	97.88'	98.41'	275.00'	
C35	S88°42'W	14.79'	14.80'	275.00'	
C36	N85°54'W	208.72'	218.26'	200.00'	
C37	S42°28'E	30.98'	33.41'	25.00'	19.74'
C38	N08°15'E	10.05'	10.07'	50.00'	
C39	N19°47'E	10.05'	10.07'	50.00'	
C40	N07°06'W	32.82'	35.53'	25.00'	
C41	S76°59'E	94.90'	95.31'	250.00'	
C42	S56°56'E	52.17'	52.32'	200.00'	
C43	N67°56'W	24.73'	24.75'	200.00'	
C44	S76°30'W	61.59'	61.64'	200.00'	

LINE	BEARING	DISTANCE
L1	S75°56'E	136.87'
L2	S13°50'E	51.78'
L3	S29°28'W	29.16'
L4	N13°50'W	60.95'
L5	N75°59'W	124.82'
L6	S10°28'W	28.49'
L7	S36°05'W	202.89'
L8	N43°55'E	87.16'
L9	N76°40'E	51.97'
L10	N52°58'W	20.32'
L11	N37°43'W	38.37'
L12	N24°23'W	38.89'
L13	N23°56'E	7.53'
L14	N65°51'E	54.76'
L15	N86°03'E	59.98'
L16	N75°49'E	46.00'
L17	N82°18'E	33.08'
L18	S74°44'E	28.95'
L19	S89°17'E	15.26'
L20	S38°30'E	26.62'
L21	S09°41'E	10.01'
L22	S04°37'W	43.17'
L23	S76°40'W	197.77'
L24	N42°06'E	84.28'
L25	N42°06'E	51.08'
L26	N80°05'E	41.26'
L27	S89°10'E	31.30'
L28	S58°52'E	60.63'
L29	S19°06'E	42.02'
L30	S00°49'E	42.86'
L31	S07°12'W	18.08'
L33	N89°33'W	29.78'
L34	N52°10'W	37.71'
L35	N28°27'W	41.45'
L36	N17°04'W	41.76'
L40	N58°04'E	46.42'
L41	S28°27'E	11.32'
L42	S52°10'E	9.27'
L43	S58°04'W	34.38'
L44	S67°39'W	22.30'

LINE	BEARING	DISTANCE
L46	N00°49'W	4.38'
L47	S76°33'E	36.57'
L48	S67°39'W	13.77'
L49	S67°39'W	27.50'
L50	S85°04'E	10.89'
L51	S21°30'E	54.83'
L52	S85°31'W	(20.02')
L53	S86°13'W	(7.35')
L54	N21°38'W	47.81'
L55	N85°04'W	21.59'
L56	N67°39'E	23.39'
L57	N67°39'E	4.90'

NOTES:

1. IRON PINS FOUND (IPF) SHOWN ON PLAT. ALL OTHERS SET BY BHN&P, UNLESS NOTED OTHERWISE ON PLAT.
2. 10' UTILITY, DRAINAGE AND CONSTRUCTION EASEMENTS INSIDE ALL EXTERIOR LOT LINES AND ALONG ALL ROADS, 5' UTILITY, DRAINAGE AND CONSTRUCTION EASEMENTS ALONG BOTH SIDES OF ALL INTERIOR LOT LINES, PLUS OTHER EASEMENTS AS SHOWN.
3. SANITARY SEWER EASEMENT OF 15', 7.5' EACH SIDE OF SEWER AS INSTALLED (WHERE APPLICABLE).
4. THIS PROPERTY IS ZONED PR.
5. THIS SUBDIVISION CONTAINS 31.77 ACRES AND IS SUBDIVIDED INTO 29 LOTS & 2 COMMON AREAS.
6. BUILDING SETBACK LINES WILL BE AS FOLLOWS:-
   FRONT...20'
   SIDES.....5'
   REAR.....15' (UNLESS CONTROLLED BY A 35' PERIPHERAL SETBACK)
7. NORTH BASED ON MAP BOOK 85-S PAGE 44 OF ADJACENT PROPERTY (UNIVERSAL LAND DEVELOPMENT, LTD.).
8. FOR APPROVED SUBDIVISION VARIANCES AND CONDITIONS OF APPROVAL OF THE CONCEPT AND USE ON REVIEW PLANS, REFER TO THE METROPOLITAN PLANNING COMMISSION'S FILES 8-SB-08-C & 8-I-08-UR.
9. THE SINKHOLE/DRAINAGE EASEMENT EXTENDS 5' OUTSIDE THE UPPERMOST CLOSED CONTOUR LINE. STRUCTURES ARE NOT PERMITTED WITHIN THIS SINKHOLE/DRAINAGE EASEMENT AS SHOWN ON THIS PLAT. A GEOTECHNICAL REPORT BY GEO SERVICES, LLC. DATED SEPTEMBER 8, 2009 HAS DETERMINED THAT THE AREA WITHIN THE SINKHOLE BUFFER ON LOTS 39 & 76-79 ARE CAPABLE OF SUSTAINING RESIDENTIAL CONSTRUCTION. THIS REPORT HAS BEEN ACCEPTED BY KNOX COUNTY ENGINEERING. GEO SERVICES OR ANOTHER GEOTECHNICAL FIRM SHOULD INSPECT ALL FOUNDATIONS WITHIN THE SINKHOLE BUFFER AREA.
10. VARIANCES APPROVED BY THE METROPOLITAN PLANNING COMMISSION AT THEIR OCTOBER 8, 2009 MEETING ARE AS FOLLOWS:
    A) VERTICAL CURVE LENGTH ON ROAD J AT STATION 5+90 FROM 338.25 FEET TO 325.00 FEET.
    B) VERTICAL CURVE LENGTH ON ROAD J AT STATION 7+80 FROM 66.75 FEET TO 55.00 FEET.
11. MAINTENANCE AGREEMENT FOR DRAINAGE AND DETENTION FACILITIES IS RECORDED AS INSTR. #200908310016143.
12. HOMEOWNERS ASSOCIATION IS ESTABLISHED AND RECORDED AS INSTR. #200701170058223.
13. THE 15 PERIPHERAL SETBACK SHOWN ON LOTS 39-46 WAS APPROVED BY PREVIOUS CONCEPT PLAN (8-SB-08-C).
14. ALL ROADS ARE PUBLIC.

CHERRY MC
REGISTER OF DEE
KNOX COUNTY

CERTIFICATE OF OWNERSHIP AND GENERAL DEDICATION

(I, WE), HUBER BROTHERS, GP, THE UNDERSIGNED OWNER(S) OF THE PROPERTY SHOWN HEREIN, HEREBY ADOPT THIS AS (MY, OUR) PLAN OF SUBDIVISION AND DEDICATE THE STREETS AS SHOWN TO THE PUBLIC USE FOREVER AND HEREBY CERTIFY THAT (I AM, WE ARE) THE OWNER(S) IN FEE SIMPLE OF THE PROPERTY, AND AS PROPERTY OWNER(S) HAVE AN UNRESTRICTED RIGHT TO DEDICATE RIGHT-OF-WAY AND/OR GRANT EASEMENT AS SHOWN ON THIS PLAT.

SIGNATURE(S) _____

CERTIFICATE OF OWNERSHIP AND GENERAL DEDICATION

(I, WE), COVERED BRIDGE, LLC, THE UNDERSIGNED OWNER(S) OF THE PROPERTY SHOWN HEREIN, HEREBY ADOPT THIS AS (MY, OUR) PLAN OF SUBDIVISION AND DEDICATE THE STREETS AS SHOWN TO THE PUBLIC USE FOREVER AND HEREBY CERTIFY THAT (I AM, WE ARE) THE OWNER(S) IN FEE SIMPLE OF THE PROPERTY, AND AS PROPERTY OWNER(S) HAVE AN UNRESTRICTED RIGHT TO DEDICATE RIGHT-OF-WAY AND/OR GRANT EASEMENT AS SHOWN ON THIS PLAT.

SIGNATURE(S) _____

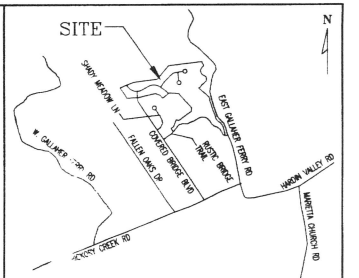
THIS IS TO CERTIFY THAT ALL PROPERTY TAXES AND ASSESSMENTS DUE ON THIS PROPERTY HAVE BEEN PAID.

SIGNED: _____ CITY TAX CLERK DATE _____

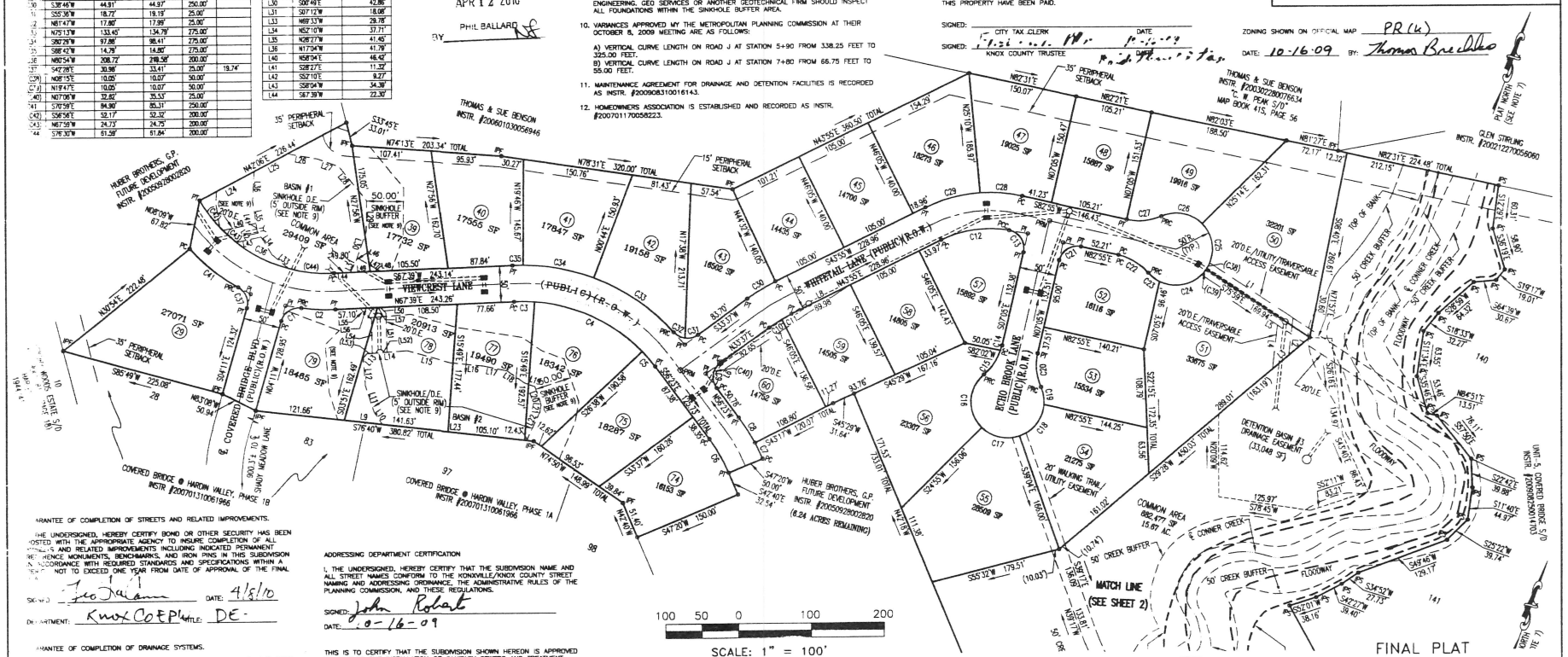
SIGNED: _____ KNOX COUNTY TRUSTEE DATE _____

COUNTERSIGNED
KNOX COUNTY PROPERTY ASSESSOR
APR 12 2010
BY: PHIL BALLARD

ZONING SHOWN ON OFFICIAL MAP PR (4)
DATE: 10-16-09 BY: Thomas Brechko



LOCATION MAP



SCALE: 1" = 100'

WARRANTEE OF COMPLETION OF STREETS AND RELATED IMPROVEMENTS.

THE UNDERSIGNED, HEREBY CERTIFY BOND OR OTHER SECURITY HAS BEEN POSTED WITH THE APPROPRIATE AGENCY TO INSURE COMPLETION OF ALL STREETS AND RELATED IMPROVEMENTS INCLUDING INDICATED PERMANENT REFERENCE MONUMENTS, BENCHMARKS, AND IRON PINS IN THIS SUBDIVISION IN ACCORDANCE WITH REQUIRED STANDARDS AND SPECIFICATIONS WITHIN A PERIOD NOT TO EXCEED ONE YEAR FROM DATE OF APPROVAL OF THE FINAL PLAT.

SIGNED: _____ DATE: 4/8/10

DEPARTMENT: Knox Co Eng TITLE: DE

WARRANTEE OF COMPLETION OF DRAINAGE SYSTEMS.

THE UNDERSIGNED, HEREBY CERTIFY BOND OR OTHER SECURITY HAS BEEN POSTED WITH THE APPROPRIATE AGENCY TO INSURE COMPLETION AND STABILIZATION OF ALL DRAINAGE SYSTEMS AS SHOWN ON DRAINAGE PLANS WHICH WERE APPROVED THE ____ DAY OF _____, 20__, WITHIN A PERIOD NOT TO EXCEED ONE YEAR FROM DATE OF APPROVAL.

SIGNED: _____ DATE: _____

DEPARTMENT: _____ TITLE: _____

CERTIFICATE OF APPROVAL FOR RECORDING

THIS IS TO CERTIFY THAT THE SUBDIVISION PLAT SHOWN HEREON HAS BEEN FOUND TO COMPLY WITH THE SUBDIVISION REGULATIONS OF KNOXVILLE AND KNOX COUNTY AND WITH THE EXISTING OFFICIAL PLANS, WITH THE EXCEPTION OF ANY VARIANCES AND STIPULATIONS NOTED ON THIS PLAT AND IN THE MINUTES OF THE KNOXVILLE-KNOX COUNTY METROPOLITAN PLANNING COMMISSION, ON THIS THE 12 DAY OF April, 2010, AND THAT THE RECORD PLAT IS HEREBY APPROVED FOR RECORDING IN THE OFFICE OF THE KNOX COUNTY REGISTER OF DEEDS.

SIGNED: _____

DATE: 4-12-10

ADDRESSING DEPARTMENT CERTIFICATION

I, THE UNDERSIGNED, HEREBY CERTIFY THAT THE SUBDIVISION NAME AND ALL STREET NAMES CONFORM TO THE KNOXVILLE/KNOX COUNTY STREET NAMING AND ADDRESSING ORDINANCE, THE ADMINISTRATIVE RULES OF THE PLANNING COMMISSION, AND THESE REGULATIONS.

SIGNED: John Robert

DATE: 10-16-09

THIS IS TO CERTIFY THAT THE SUBDIVISION SHOWN HEREON IS APPROVED SUBJECT TO THE INSTALLATION OF SANITARY SEWERS AND TREATMENT FACILITIES AND THAT SUCH INSTALLATION SHALL BE IN ACCORDANCE WITH STATE AND LOCAL REGULATIONS.

10-16-09 _____

DATE KNOX COUNTY HEALTH DEPARTMENT

CERTIFICATION OF FINAL PLAT - CONSTRUCTION INCOMPLETE

I HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR, LICENSED TO PRACTICE SURVEYING UNDER THE LAWS OF THE STATE OF TENNESSEE. I FURTHER CERTIFY THAT THIS PLAN AND ACCOMPANYING DRAWINGS, DOCUMENTS, AND STATEMENTS CONFORM TO ALL APPLICABLE PROVISIONS OF THE KNOXVILLE/KNOX COUNTY SUBDIVISION REGULATIONS EXCEPT AS HAS BEEN ITEMIZED, DESCRIBED AND JUSTIFIED IN A REPORT FILED WITH THE METROPOLITAN PLANNING COMMISSION, OR FOR VARIANCES FOR WHICH APPLICATION HAS BEEN FILED. BOND HAS BEEN POSTED TO GUARANTEE INSTALLATION OF THE INDICATED MONUMENTS AND BENCHMARK UPON COMPLETION OF THE SUBDIVISION.

David Brian Harbin

REGISTERED LAND SURVEYOR
TENNESSEE CERTIFICATE NO. 2595

REFERENCE DEEDS: INSTR.#200509280020820
INSTR.#200810170024197

CERTIFICATE OF CATEGORY AND ACCURACY OF SURVEY

I CERTIFY THAT THIS IS A CATEGORY I SURVEY AND THE RATIO OF PRECISION OF THE UNADJUSTED SURVEY IS NOT LESS THAN 1:10,000

David Brian Harbin

REGISTERED LAND SURVEYOR
TENNESSEE REG. NO. 2595

DAVID BRIAN HARBIN
REGISTERED LAND SURVEYOR
2595
TENNESSEE
7/27/09

OWNER:

HUBER BROTHERS, GP
213 FOX ROAD, SUITE 100
KNOXVILLE, TENNESSEE 37922
PHONE: (865) 691-5002

OWNER:

COVERED BRIDGE, LLC
213 FOX ROAD, SUITE 100
KNOXVILLE, TENNESSEE 37922
PHONE: (865) 691-5002

FINAL PLAT
FOR
COVERED BRIDGE S/D PHASE 1C

CLT MAP 116, PARCEL 29.20 & PART OF PARCEL 29.19
DISTRICT 6, KNOX COUNTY, TN
SCALE: 1" = 100' JULY 27, 2009

BATSON, HIMES, NORVELL & POE
REGISTERED ENGINEERS & LAND SURVEYORS
4334 PAPERMILL DRIVE
KNOXVILLE, TENNESSEE 37909
PHONE (865) 588-6472
FAX (865) 588-6473
email@bhn-p.com

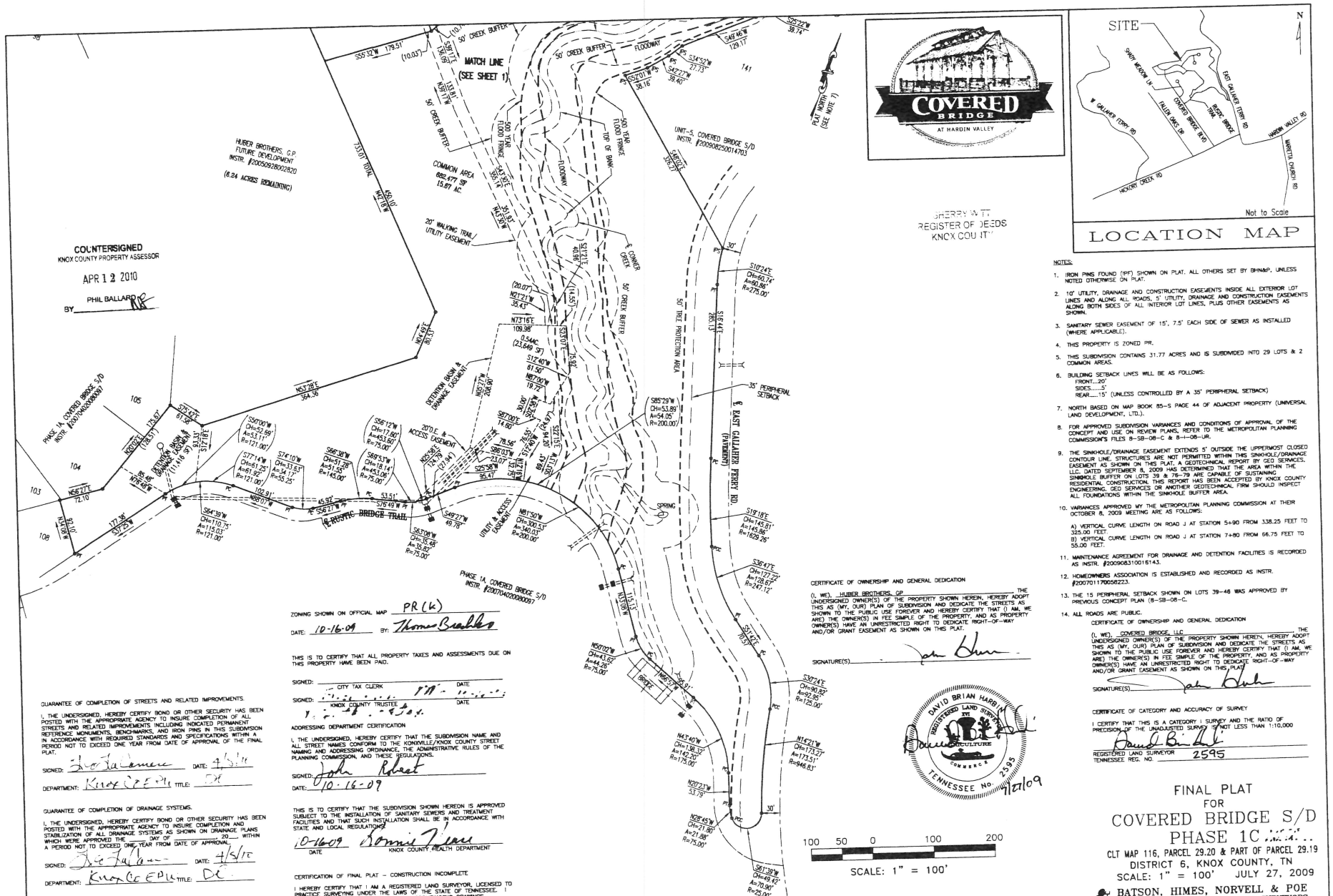
SHEET 1 OF 2 SHEETS

24100-1C-FP1

Q:\24100\FINAL\24100-1C-FP.DWG

9-SH-09-F

Knox County Page 1 of 2
RECD FOR REC 04/12/2010 2 32.58PM
RECORD FEE $32.00
M. TAX $0.00 T. TAX $0.00
201004120064331



SCALE: 1" = 100'

COVERED BRIDGE AT HARDIN VALLEY

LOCATION MAP

COUNTERSIGNED
KNOX COUNTY PROPERTY ASSESSOR
APR 12 2010
BY PHIL BALLARD

SHERRY WITT
REGISTER OF DEEDS
KNOX COUNTY

NOTES:

1. IRON PINS FOUND ("IPF") SHOWN ON PLAT. ALL OTHERS SET BY BHN&P, UNLESS NOTED OTHERWISE ON PLAT.
2. 10' UTILITY, DRAINAGE AND CONSTRUCTION EASEMENTS INSIDE ALL EXTERIOR LOT LINES AND ALONG ALL ROADS, 5' UTILITY, DRAINAGE AND CONSTRUCTION EASEMENTS ALONG BOTH SIDES OF ALL INTERIOR LOT LINES, PLUS OTHER EASEMENTS AS SHOWN.
3. SANITARY SEWER EASEMENT OF 15', 7.5' EACH SIDE OF SEWER AS INSTALLED (WHERE APPLICABLE).
4. THIS PROPERTY IS ZONED PR.
5. THIS SUBDIVISION CONTAINS 31.77 ACRES AND IS SUBDIVIDED INTO 29 LOTS & 2 COMMON AREAS.
6. BUILDING SETBACK LINES WILL BE AS FOLLOWS:
   FRONT....20'
   SIDES.....5'
   REAR.....15' (UNLESS CONTROLLED BY A 35' PERIPHERAL SETBACK)
7. NORTH BASED ON MAP BOOK 85-S PAGE 44 OF ADJACENT PROPERTY (UNIVERSAL LAND DEVELOPMENT, LTD.).
8. FOR APPROVED SUBDIVISION VARIANCES AND CONDITIONS OF APPROVAL OF THE CONCEPT AND USE ON REVIEW PLANS, REFER TO THE METROPOLITAN PLANNING COMMISSION'S FILES 8-SB-08-C & 8-I-08-UR.
9. THE SINKHOLE/DRAINAGE EASEMENT EXTENDS 5' OUTSIDE THE UPPERMOST CLOSED CONTOUR LINE. STRUCTURES ARE NOT PERMITTED WITHIN THIS SINKHOLE/DRAINAGE EASEMENT AS SHOWN ON THIS PLAT. A GEOTECHNICAL REPORT BY GEO SERVICES, LLC, DATED SEPTEMBER 8, 2009 HAS DETERMINED THAT THE AREA WITHIN THE SINKHOLE BUFFER ON LOTS 39 & 76-79 ARE CAPABLE OF SUSTAINING RESIDENTIAL CONSTRUCTION. THIS REPORT HAS BEEN ACCEPTED BY KNOX COUNTY ENGINEERING. GEO SERVICES OR ANOTHER GEOTECHNICAL FIRM SHOULD INSPECT ALL FOUNDATIONS WITHIN THE SINKHOLE BUFFER AREA.
10. VARIANCES APPROVED BY THE METROPOLITAN PLANNING COMMISSION AT THEIR OCTOBER 8, 2009 MEETING ARE AS FOLLOWS:
    A) VERTICAL CURVE LENGTH ON ROAD J AT STATION 5+90 FROM 338.25 FEET TO 325.00 FEET.
    B) VERTICAL CURVE LENGTH ON ROAD J AT STATION 7+80 FROM 66.75 FEET TO 55.00 FEET.
11. MAINTENANCE AGREEMENT FOR DRAINAGE AND DETENTION FACILITIES IS RECORDED AS INSTR. #200908310016143.
12. HOMEOWNERS ASSOCIATION IS ESTABLISHED AND RECORDED AS INSTR. #200701170058223.
13. THE 15 PERIPHERAL SETBACK SHOWN ON LOTS 39-46 WAS APPROVED BY PREVIOUS CONCEPT PLAN (8-SB-08-C.
14. ALL ROADS ARE PUBLIC.

GUARANTEE OF COMPLETION OF STREETS AND RELATED IMPROVEMENTS.

I, THE UNDERSIGNED, HEREBY CERTIFY BOND OR OTHER SECURITY HAS BEEN POSTED WITH THE APPROPRIATE AGENCY TO INSURE COMPLETION OF ALL STREETS AND RELATED IMPROVEMENTS INCLUDING INDICATED PERMANENT REFERENCE MONUMENTS, BENCHMARKS, AND IRON PINS IN THIS SUBDIVISION IN ACCORDANCE WITH REQUIRED STANDARDS AND SPECIFICATIONS WITHIN A PERIOD NOT TO EXCEED ONE YEAR FROM DATE OF APPROVAL OF THE FINAL PLAT.

SIGNED: _____ DATE: 4/5/10
DEPARTMENT: KNOXCEPW TITLE: DE

GUARANTEE OF COMPLETION OF DRAINAGE SYSTEMS.

I, THE UNDERSIGNED, HEREBY CERTIFY BOND OR OTHER SECURITY HAS BEEN POSTED WITH THE APPROPRIATE AGENCY TO INSURE COMPLETION AND STABILIZATION OF ALL DRAINAGE SYSTEMS AS SHOWN ON DRAINAGE PLANS WHICH WERE APPROVED THE ___ DAY OF _____, 20__, WITHIN A PERIOD NOT TO EXCEED ONE YEAR FROM DATE OF APPROVAL.

SIGNED: _____ DATE: 4/5/10
DEPARTMENT: KNOXCEPW TITLE: DE

CERTIFICATE OF APPROVAL FOR RECORDING

THIS IS TO CERTIFY THAT THE SUBDIVISION PLAT SHOWN HEREON HAS BEEN FOUND TO COMPLY WITH THE SUBDIVISION REGULATIONS OF KNOXVILLE AND KNOX COUNTY AND WITH THE EXISTING OFFICIAL PLANS, WITH THE EXCEPTION OF ANY VARIANCES AND STIPULATIONS NOTED ON THIS PLAT AND IN THE MINUTES OF THE KNOXVILLE-KNOX COUNTY METROPOLITAN PLANNING COMMISSION, ON THIS THE 8 DAY OF Oct, 2009. AND THAT THIS RECORD PLAT IS HEREBY APPROVED FOR RECORDING IN THE OFFICE OF THE KNOX COUNTY REGISTER OF DEEDS.

SIGNED: _____
DATE: 4-12-10

ZONING SHOWN ON OFFICIAL MAP PR(k)
DATE: 10-16-09 BY: Thomas Brakebill

THIS IS TO CERTIFY THAT ALL PROPERTY TAXES AND ASSESSMENTS DUE ON THIS PROPERTY HAVE BEEN PAID.

SIGNED: _____ CITY TAX CLERK DATE
SIGNED: _____ KNOX COUNTY TRUSTEE DATE

ADDRESSING DEPARTMENT CERTIFICATION

I, THE UNDERSIGNED, HEREBY CERTIFY THAT THE SUBDIVISION NAME AND ALL STREET NAMES CONFORM TO THE KNOXVILLE/KNOX COUNTY STREET NAMING AND ADDRESSING ORDINANCE, THE ADMINISTRATIVE RULES OF THE PLANNING COMMISSION, AND THESE REGULATIONS.

SIGNED: John Robert
DATE: 10-16-09

THIS IS TO CERTIFY THAT THE SUBDIVISION SHOWN HEREON IS APPROVED SUBJECT TO THE INSTALLATION OF SANITARY SEWERS AND TREATMENT FACILITIES AND THAT SUCH INSTALLATION SHALL BE IN ACCORDANCE WITH STATE AND LOCAL REGULATIONS.

10-16-09 _____
DATE KNOX COUNTY HEALTH DEPARTMENT

CERTIFICATION OF FINAL PLAT - CONSTRUCTION INCOMPLETE

I HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR, LICENSED TO PRACTICE SURVEYING UNDER THE LAWS OF THE STATE OF TENNESSEE. I FURTHER CERTIFY THAT THIS PLAN AND ACCOMPANYING DRAWINGS, DOCUMENTS, AND STATEMENTS CONFORM TO ALL APPLICABLE PROVISIONS OF THE KNOXVILLE/KNOX COUNTY SUBDIVISION REGULATIONS EXCEPT AS HAS BEEN ITEMIZED, DESCRIBED AND JUSTIFIED IN A REPORT FILED WITH THE METROPOLITAN PLANNING COMMISSION, OR FOR VARIANCES FOR WHICH APPLICATION HAS BEEN FILED. BOND HAS BEEN POSTED TO GUARANTEE INSTALLATION OF THE INDICATED MONUMENTS AND BENCHMARK UPON COMPLETION OF THE SUBDIVISION.

David Brian Harb
REGISTERED LAND SURVEYOR
TENNESSEE CERTIFICATE NO. 2595

CERTIFICATE OF OWNERSHIP AND GENERAL DEDICATION

I, (WE), HUBER BROTHERS, GP (OWNER) THE UNDERSIGNED OWNER(S) OF THE PROPERTY SHOWN HEREIN, HEREBY ADOPT THIS AS (MY, OUR) PLAN OF SUBDIVISION AND DEDICATE THE STREETS AS SHOWN TO THE PUBLIC USE FOREVER AND HEREBY CERTIFY THAT (I AM, WE ARE) THE OWNER(S) IN FEE SIMPLE OF THE PROPERTY, AND AS PROPERTY OWNER(S) HAVE AN UNRESTRICTED RIGHT TO DEDICATE RIGHT-OF-WAY AND/OR GRANT EASEMENT AS SHOWN ON THIS PLAT.

SIGNATURE(S) _____

CERTIFICATE OF OWNERSHIP AND GENERAL DEDICATION

I, (WE), COVERED BRIDGE, LLC (OWNER) THE UNDERSIGNED OWNER(S) OF THE PROPERTY SHOWN HEREIN, HEREBY ADOPT THIS AS (MY, OUR) PLAN OF SUBDIVISION AND DEDICATE THE STREETS AS SHOWN TO THE PUBLIC USE FOREVER AND HEREBY CERTIFY THAT (I AM, WE ARE) THE OWNER(S) IN FEE SIMPLE OF THE PROPERTY, AND AS PROPERTY OWNER(S) HAVE AN UNRESTRICTED RIGHT TO DEDICATE RIGHT-OF-WAY AND/OR GRANT EASEMENT AS SHOWN ON THIS PLAT.

SIGNATURE(S) _____

CERTIFICATE OF CATEGORY AND ACCURACY OF SURVEY

I CERTIFY THAT THIS IS A CATEGORY I SURVEY AND THE RATIO OF PRECISION OF THE UNADJUSTED SURVEY IS NOT LESS THAN 1:10,000

David Brian Harb
REGISTERED LAND SURVEYOR
TENNESSEE REG. NO. 2595

DAVID BRIAN HARB REGISTERED LAND SURVEYOR TENNESSEE NO. 2595 11/27/09

REFERENCE DEEDS: INSTR.#200509280028820
INSTR.#200810170026197

OWNER:
HUBER BROTHERS, GP
213 FOX ROAD, SUITE 100
KNOXVILLE, TENNESSEE 37922
PHONE: (865) 691-5002

OWNER:
COVERED BRIDGE, LLC
213 FOX ROAD, SUITE 100
KNOXVILLE, TENNESSEE 37922
PHONE: (865) 691-5002

FINAL PLAT
FOR
COVERED BRIDGE S/D
PHASE 1C

CLT MAP 116, PARCEL 29.20 & PART OF PARCEL 29.19
DISTRICT 6, KNOX COUNTY, TN
SCALE: 1" = 100' JULY 27, 2009

BATSON, HIMES, NORVELL & POE
REGISTERED ENGINEERS & LAND SURVEYORS
4334 PAPERMILL DRIVE
KNOXVILLE, TENNESSEE 37909
PHONE (865) 588-6472
FAX (865) 588-6473
email@bhn-p.com

SHEET 2 OF 2 SHEETS

24100-1C-FP2

Q:\24100\FINAL\24100-1C-FP.DWG

9-SH-09-F

201004120064331

CERTIFICATE OF OWNERSHIP AND GENERAL DEDICATION

(I, WE), TMAC, LLC, THE UNDERSIGNED OWNER(S) OF THE PROPERTY SHOWN HEREIN, HEREBY ADOPT THIS AS (MY, OUR) PLAN OF SUBDIVISION AND DEDICATE THE STREETS AS SHOWN TO THE PUBLIC USE FOREVER AND HEREBY CERTIFY THAT (I AM, WE ARE) THE OWNER(S) IN FEE SIMPLE OF THE PROPERTY, AND AS PROPERTY OWNER(S) HAVE AN UNRESTRICTED RIGHT TO DEDICATE RIGHT-OF-WAY AND/OR GRANT EASEMENT AS SHOWN ON THIS PLAT.

SIGNATURE(S): Jim Glandon Pres. TMAC, LLC

ZONING SHOWN ON OFFICIAL MAP: PR

DATE: 6-5-14 BY: Emily Dilb

THIS IS TO CERTIFY THAT ALL PROPERTY TAXES AND ASSESSMENTS DUE ON THIS PROPERTY HAVE BEEN PAID.

SIGNED: _____ CITY TAX CLERK DATE

SIGNED: Tracy Gutshall by per 6/4/14 KNOX COUNTY TRUSTEE DATE

ADDRESSING DEPARTMENT CERTIFICATION

I, THE UNDERSIGNED, HEREBY CERTIFY THAT THE SUBDIVISION NAME AND ALL STREET NAMES CONFORM TO THE KNOXVILLE/KNOX COUNTY STREET NAMING AND ADDRESSING ORDINANCE, THE ADMINISTRATIVE RULES OF THE PLANNING COMMISSION, AND THESE REGULATIONS.

SIGNED: Joseph J. Reed

DATE: 6/4/14

IN THE CITY OF KNOXVILLE AND SEWERED AREAS OF KNOX COUNTY

THIS IS TO CERTIFY THAT THE SUBDIVISION SHOWN HEREON IS APPROVED SUBJECT TO THE INSTALLATION OF SANITARY SEWERS AND TREATMENT FACILITIES AND THAT SUCH INSTALLATION SHALL BE IN ACCORDANCE WITH STATE AND LOCAL REGULATIONS.

6-5-14 Bonnie Hagan (GB)

DATE KNOX COUNTY HEALTH DEPARTMENT

CERTIFICATION OF FINAL PLAT – CONSTRUCTION INCOMPLETE

I HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR LICENSED TO PRACTICE SURVEYING UNDER THE LAWS OF THE STATE OF TENNESSEE. I FURTHER CERTIFY THAT THIS PLAN AND ACCOMPANYING DRAWINGS, DOCUMENTS, AND STATEMENTS CONFORM TO ALL APPLICABLE PROVISIONS OF THE KNOXVILLE/KNOX COUNTY SUBDIVISION REGULATIONS EXCEPT AS HAS BEEN ITEMIZED, DESCRIBED AND JUSTIFIED IN A REPORT FILED WITH THE METROPOLITAN PLANNING COMMISSION, OR FOR VARIANCES FOR WHICH APPLICATION HAS BEEN FILED. BOND HAS BEEN POSTED TO GUARANTEE INSTALLATION OF THE INDICATED MONUMENTS AND BENCHMARK UPON COMPLETION OF THE SUBDIVISION.

David Brian Harris

REGISTERED LAND SURVEYOR

TENNESSEE CERTIFICATE NO. 2595

INSPECTION OF COMPLETED DRAINAGE SYSTEMS

I, THE UNDERSIGNED HEREBY CERTIFY THIS SUBDIVISION HAS BEEN INSPECTED AND DRAINAGE SYSTEMS HAVE BEEN COMPLETED IN A MANNER THAT MEETS ALL CITY AND COUNTY STANDARDS AND SPECIFICATIONS (WHICHEVER IS APPROPRIATE) AND ARE FULLY STABILIZED AND HAVE BEEN OFFICIALLY ACCEPTED AS BUILT BY THE APPROPRIATE OFFICIAL(S).

SIGNED: Stan Jacobs

DATE: 9/8/14

DEPT.: Knox Co EPU

TITLE: DE

CERTIFICATE OF APPROVAL FOR RECORDING

THIS IS TO CERTIFY THAT THE SUBDIVISION PLAT SHOWN HEREON HAS BEEN FOUND TO COMPLY WITH THE SUBDIVISION REGULATIONS OF KNOXVILLE AND KNOX COUNTY AND WITH THE EXISTING OFFICIAL PLANS, WITH THE EXCEPTION OF ANY VARIANCES AND STIPULATIONS NOTED ON THIS PLAT AND IN THE MINUTES OF THE KNOXVILLE-KNOX COUNTY METROPOLITAN PLANNING COMMISSION. THIS THE 13 DAY OF March 20 14 AND THAT SAID RECORD PLAT IS HEREBY APPROVED FOR RECORDING IN THE OFFICE OF THE KNOX COUNTY REGISTER OF DEEDS.

SIGNED: Mark Donaldson

DATE: 9-8-14

LEGEND	
□ PRM	PERMANENT REFERENCE MONUMENT
● IPF	IRON PIN FOUND
○ IPS	IRON PIN SET
Ⓢ SSMH	SANITARY SEWER MANHOLE
○ CO	CLEAN-OUT
⟨-⟩ PP	POWER POLE
→ GUY	GUIDE WIRE
⋈ WV	WATER VALVE
Ⓦ WM	WATER METER
⋈ GV	GAS VALVE
==========	DRAINAGE PIPE
—x—	FENCE
—— GAS ——	GAS LINE
—— OHE ——	OVERHEAD ELECTRIC
—— UGE ——	UNDERGROUND ELECTRIC
—— WL ——	WATER LINE
—— SA ——	SANITARY SEWER LINE

INSPECTION OF COMPLETED STREETS AND RELATED IMPROVEMENTS:

I, THE UNDERSIGNED HEREBY CERTIFY THIS SUBDIVISION HAS BEEN INSPECTED AND ALL STREETS AND RELATED IMPROVEMENTS HAVE BEEN COMPLETED IN A MANNER THAT MEETS ALL COUNTY STANDARDS AND SPECIFICATIONS.

SIGNED: Stan Jacobs

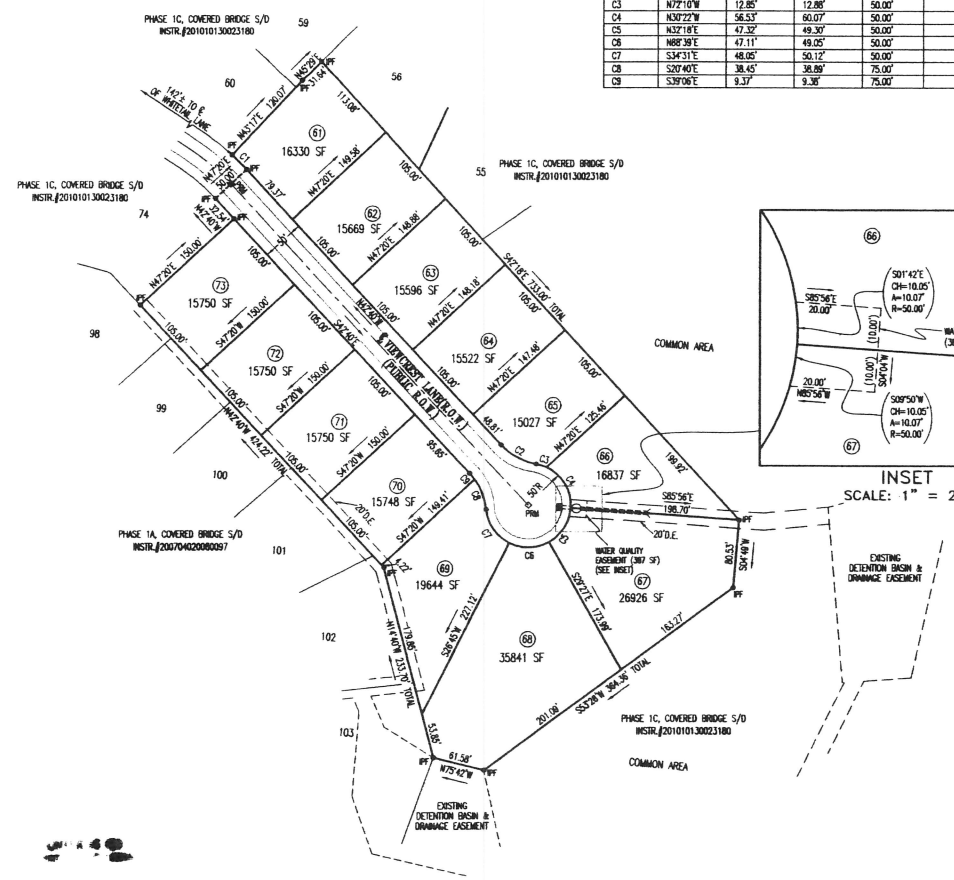
DATE: 9/8/14

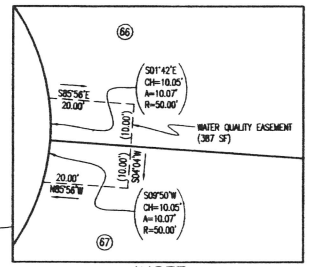
DEPT.: Knox Co EPU

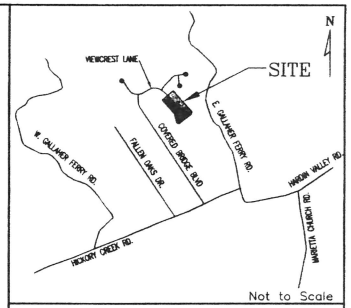
TITLE: DE

3-SD-14-F

CURVE	CHORD BEARING	CHORD LENGTH	ARC LENGTH	RADIUS	TANGENT
C1	N45°12'W	24.25'	24.25'	275.00'	
C2	N61°07'W	47.43'	48.26'	75.00'	
C3	N72°10'W	12.85'	12.88'	50.00'	
C4	N30°22'W	56.53'	60.07'	50.00'	
C5	N32°18'E	47.32'	49.30'	50.00'	
C6	N68°39'E	47.11'	49.05'	50.00'	
C7	S34°31'E	48.05'	50.12'	50.00'	
C8	S20°40'E	38.45'	38.89'	75.00'	
C9	S39°06'E	9.37'	9.38'	75.00'	







LOCATION MAP

NOTES:

1. IRON PINS FOUND (IPF) SHOWN ON PLAT. ALL OTHERS SET BY BHN&P, UNLESS NOTED OTHERWISE ON PLAT.
2. 10' UTILITY, DRAINAGE AND CONSTRUCTION EASEMENTS INSIDE ALL EXTERIOR LOT LINES AND ALONG ALL ROADS, 5' UTILITY, DRAINAGE AND CONSTRUCTION EASEMENTS ALONG BOTH SIDES OF ALL INTERIOR LOT LINES, PLUS OTHER EASEMENTS AS SHOWN.
3. SANITARY SEWER EASEMENT OF 15', 7.5' EACH SIDE OF SEWER AS INSTALLED (WHERE APPLICABLE).
4. THIS PROPERTY IS ZONED PR.
5. THIS SUBDIVISION CONTAINS 6.24 ACRES AND IS SUBDIVIDED INTO 13 RESIDENTIAL DETACHED LOTS AND PUBLIC R.O.W.
6. BUILDING SETBACK LINES WILL BE AS FOLLOWS:
   FRONT....20'
   SIDES.....5'
   REAR.....15' (UNLESS CONTROLLED BY A 35' PERIPHERAL SETBACK)
7. NORTH BASED ON MAP BOOK 85-S PAGE 44 OF ADJACENT PROPERTY (UNIVERSAL LAND DEVELOPMENT, LTD.).
8. PROPERTY OWNERS ARE RESPONSIBLE FOR THE MAINTENANCE OF STORMWATER FACILITIES. THE COVENANT FOR MAINTENANCE OF STORMWATER FACILITIES IS RECORDED AS INSTR. # 201406060069110
9. FOR APPROVED SUBDIVISION VARIANCES AND CONDITIONS OF APPROVAL OF THE CONCEPT PLAN AND USE ON REVIEW, REFER TO THE METROPOLITAN PLANNING COMMISSION FILES 1-SC-14-C AND 8-H-08-UR.



CERTIFICATE OF CATEGORY AND ACCURACY OF SURVEY

I CERTIFY THAT THIS IS A CATEGORY I SURVEY AND THE RATIO OF PRECISION OF THE UNADJUSTED SURVEY IS NOT LESS THAN 1:10,000

David B. Harris

REGISTERED LAND SURVEYOR

TENNESSEE REG. NO. 2595

Knox County Page: 1 of 1
REC'D FOR REC 09/08/2014 1:42:12PM
RECORD FEE $17.00
M TAX $0.00 T TAX $0.00
201409080014263

DEVELOPER/OWNER:

TMAC, LLC
c/o TIM GLANDON
2251 PALMAR CIRCLE
NAPERVILLE, IL 60564
PHONE: (309) 444-6013

REFERENCE DEED: INSTR.#201402050046136

FINAL PLAT
FOR
COVERED BRIDGE AT HARDIN VALLEY
PHASE 1D

CLT MAP 116, PARCEL 29.25
DISTRICT 6, KNOX COUNTY, TN
SUB OF PAR. 116 - 029.21

SCALE: 1" = 100' JANUARY 22, 2014

0 100 200 300

BATSON, HIMES, NORVELL & POE
REGISTERED ENGINEERS & LAND SURVEYORS
4334 PAPERMILL DRIVE
KNOXVILLE, TENNESSEE 37909
PHONE (865) 588-6472
FAX (865) 588-6473
email@bhn-p.com

24100-1D-FP

G:\24100\SECTION 1D\FINAL\24100-FP-1D.DWG

Knox County Tennessee Road Acceptance

Name of Subdivision: Covered Bridge at Hardin Valley Phase 3, Lots 1-51
Developer: Huber Bros., G.P3.
Commission District: District 6
Inspector:
Date: February 24, 2025

Name of Road	Length of Road	Resurfacing w/Profile Mill Included in Cost
Misty Mountain Circle	2,135 LF	$75,355.89
King Post Trail	143 LF	$5,047.26
	Total Miles 0.10	Total $ 80,403.15

Knox County Engineering is recommending the acceptance of the right-of-way along the above streets as shown on the recorded plat instrument number 200802060058820.

New Road Checklist:

Name of Subdivision: Covered Bridge at Hardin Valley Phase 3, Lots 1-51
Inspector:
Date Surfaced: 2008

- ✓ Curbs are backfilled
- ✓ Correct signs have been installed per the MUTCD manual
  - Street signs
  - Stop signs
  - Speed limits signs
  - Children at play signs
  - No Outlet signs if applicable
  - ✓ Street is free of standing water
- ✓ Sidewalks are located within the ROW
- Bridge(s) spanning 20' or more located within this road section
  - If yes, provide a brief description:

_____

_____

  - EPW file # 106-045

Recommended for road acceptance: Yes

_____ 2/24/2025
Construction Assurance Coordinator — Date

_____ 2/27/25
Development Services Director — Date

CERTIFICATE OF OWNERSHIP AND GENERAL DEDICATION

I, (WE), Covered Bridge, LLC, THE UNDERSIGNED OWNER(S) OF THE PROPERTY SHOWN HEREIN, HEREBY ADOPT THIS AS (MY, OUR) PLAN OF SUBDIVISION AND DEDICATE THE STREETS AS SHOWN TO THE PUBLIC USE FOREVER AND HEREBY CERTIFY THAT (I AM, WE ARE) THE OWNER(S) IN FEE SIMPLE OF THE PROPERTY, AND AS PROPERTY OWNER(S) HAVE AN UNRESTRICTED RIGHT TO DEDICATE RIGHT-OF-WAY AND/OR GRANT EASEMENT AS SHOWN ON THIS PLAT.

SIGNATURE(S) _____

ZONING SHOWN ON OFFICIAL MAP PR (k)

DATE: 1-31-08 BY: _____

THIS IS TO CERTIFY THAT ALL PROPERTY TAXES AND ASSESSMENTS DUE ON THIS PROPERTY HAVE BEEN PAID.

SIGNED: _____ CITY TAX CLERK DATE

SIGNED _____ KNOX COUNTY TRUSTEE DATE

ADDRESSING DEPARTMENT CERTIFICATION

I, THE UNDERSIGNED, HEREBY CERTIFY THAT THE SUBDIVISION NAME AND ALL STREET NAMES CONFORM TO THE KNOXVILLE/KNOX COUNTY STREET NAMING AND ADDRESSING ORDINANCE, THE ADMINISTRATIVE RULES OF THE PLANNING COMMISSION, AND THESE REGULATIONS.

SIGNED: _____

DATE: 1-31-08

THIS IS TO CERTIFY THAT THE SUBDIVISION SHOWN HEREON IS APPROVED SUBJECT TO THE INSTALLATION OF SANITARY SEWERS AND TREATMENT FACILITIES AND THAT SUCH INSTALLATION SHALL BE IN ACCORDANCE WITH STATE AND LOCAL REGULATIONS.

_____ _____

DATE KNOX COUNTY HEALTH DEPARTMENT

CERTIFICATION OF FINAL PLAT – CONSTRUCTION INCOMPLETE

I HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR, LICENSED TO PRACTICE SURVEYING UNDER THE LAWS OF THE STATE OF TENNESSEE. I FURTHER CERTIFY THAT THIS PLAN AND ACCOMPANYING DRAWINGS, DOCUMENTS, AND STATEMENTS CONFORM TO ALL APPLICABLE PROVISIONS OF THE KNOXVILLE/KNOX COUNTY SUBDIVISION REGULATIONS EXCEPT AS HAS BEEN ITEMIZED, DESCRIBED AND JUSTIFIED IN A REPORT FILED WITH THE METROPOLITAN PLANNING COMMISSION, OR FOR VARIANCES FOR WHICH APPLICATION HAS BEEN FILED. BOND HAS BEEN POSTED TO GUARANTEE INSTALLATION OF THE INDICATED MONUMENTS AND BENCHMARK UPON COMPLETION OF THE SUBDIVISION.

David Brinton

REGISTERED LAND SURVEYOR
TENNESSEE CERTIFICATE NO. 2595

GUARANTEE OF COMPLETION OF STREETS AND RELATED IMPROVEMENTS.

I, THE UNDERSIGNED, HEREBY CERTIFY BOND OR OTHER SECURITY HAS BEEN POSTED WITH THE APPROPRIATE AGENCY TO INSURE COMPLETION OF ALL STREETS AND RELATED IMPROVEMENTS INCLUDING INDICATED PERMANENT REFERENCE MONUMENTS, BENCH-MARKS, AND IRON PINS IN THIS SUBDIVISION IN ACCORDANCE WITH REQUIRED STANDARDS AND SPECIFICATIONS WITHIN A PERIOD NOT TO EXCEED ONE YEAR FROM DATE OF APPROVAL OF THE FINAL PLAT.

SIGNED: _____ DATE: 2-5-08

DEPARTMENT: Engineering TITLE: Engineer

GUARANTEE OF COMPLETION OF DRAINAGE SYSTEMS.

I, THE UNDERSIGNED, HEREBY CERTIFY BOND OR OTHER SECURITY HAS BEEN POSTED WITH THE APPROPRIATE AGENCY TO INSURE COMPLETION AND STABILIZATION OF ALL DRAINAGE SYSTEMS AS SHOWN ON DRAINAGE PLANS WHICH WERE APPROVED THE ____ DAY OF _____, 20__ WITHIN A PERIOD NOT TO EXCEED ONE YEAR FROM DATE OF APPROVAL.

SIGNED: _____ DATE: 2/5/08

DEPARTMENT: Engineering TITLE: Engineer

CERTIFICATE OF APPROVAL FOR RECORDING – ADMINISTRATIVE PLAT

THIS IS TO CERTIFY THAT THE SUBDIVISION PLAT SHOWN HEREON HAS BEEN FOUND TO COMPLY WITH THE SUBDIVISION REGULATIONS OF KNOXVILLE AND KNOX COUNTY AND WITH EXISTING OFFICIAL PLANS, AND THE RECORD PLAT IS HEREBY APPROVED FOR RECORDING IN THE OFFICE OF THE KNOX COUNTY REGISTER OF DEEDS.

SIGNED: _____

DATE: _____

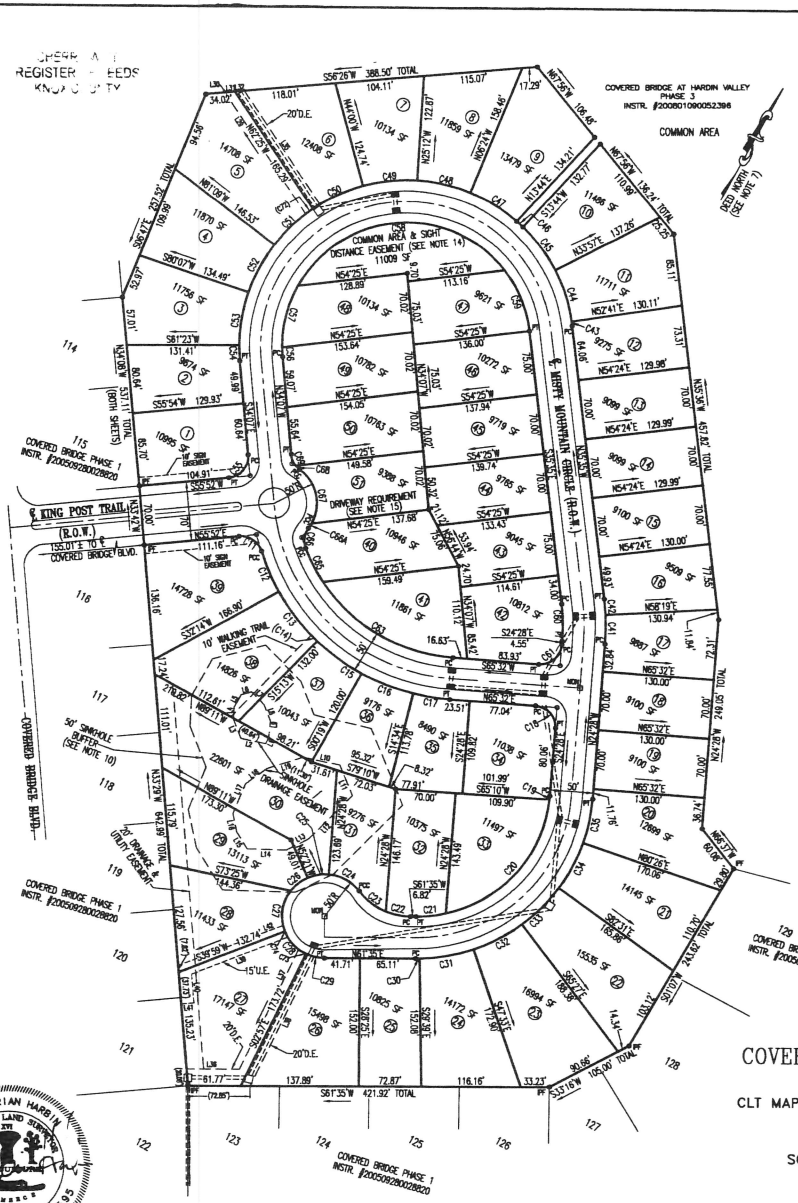
COVERED BRIDGE AT HARDIN VALLEY

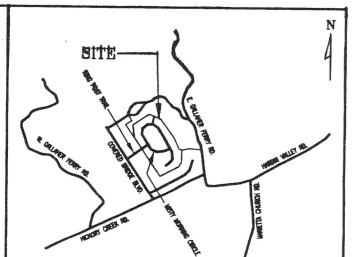
CURVE	BEARING	CHORD	ARC	RADIUS	TANGENT
C11	S85°00'E	31.55'	34.15'	25.00'	20.34'
C12	S51°49'E	51.79'	51.88'	250.00'	
C13	N66°16'W	73.99'	74.26'	250.00'	37.40'
C14	S73°38'E	10.00'	10.00'	250.00'	
C15	S82°14'E	64.81'	65.00'	250.00'	
C16	N82°53'E	64.81'	65.00'	250.00'	
C17	N70°29'E	43.10'	43.15'	250.00'	
C18	S80°28'E	35.36'	39.27'	25.00'	25.00'
C19	S22°42'E	4.09'	4.09'	155.00'	
C20	S12°51'W	181.32'	183.67'	155.00'	
C21	S55°07'W	34.94'	35.02'	155.00'	
C22	S72°46'W	29.06'	29.24'	75.00'	
C23	N80°41'W	39.82'	40.30'	75.00'	
C24	N69°20'W	40.76'	41.98'	50.00'	
C25	S52°08'W	25.00'	25.27'	50.00'	
C26	S23°11'W	25.00'	25.27'	50.00'	
C27	S20°40'E	49.03'	51.24'	50.00'	
C28	S71°29'E	36.80'	37.47'	50.00'	
C29	N74°19'E	22.03'	22.22'	50.00'	
C30	N80°58'E	4.46'	4.46'	205.00'	
C31	N51°24'E	63.78'	64.04'	205.00'	
C32	N33°30'E	63.78'	64.04'	205.00'	
C33	N16°01'E	60.81'	61.03'	205.00'	
C34	N01°02'W	60.81'	61.03'	205.00'	
C35	N17°01'W	53.13'	53.28'	205.00'	
C41	N28°05'W	34.67'	34.70'	275.00'	
C42	N33°38'W	18.71'	18.72'	275.00'	
C43	N36°23'W	5.34'	5.34'	195.00'	
C44	N46°32'W	63.52'	63.81'	195.00'	
C45	N65°17'W	63.58'	63.86'	195.00'	
C46	S76°08'E	10.00'	10.00'	195.00'	
C47	N67°00'W	63.82'	63.91'	195.00'	
C48	S74°13'W	63.65'	63.94'	195.00'	
C49	S55°26'W	63.66'	63.95'	195.00'	
C50	S36°29'W	64.74'	65.04'	195.00'	
C51	S17°50'W	61.85'	61.91'	195.00'	
C52	S00°38'E	63.58'	63.87'	195.00'	
C53	S19°24'E	63.54'	63.82'	195.00'	
C54	S37°27'E	18.12'	18.13'	195.00'	
C55	S10°53'W	35.35'	39.26'	25.00'	24.99'
C56	N31°56'W	10.97'	10.97'	145.00'	
C57	N14°49'W	74.87'	75.73'	145.00'	
C58	N56°42'E	241.98'	286.26'	145.00'	
C59	S51°10'E	77.86'	78.83'	145.00'	
C60	S30°02'E	43.63'	43.70'	225.00'	
C61	S20°32'W	35.36'	39.27'	25.00'	25.00'
C62	S75°33'W	89.59'	89.95'	200.00'	
C63	N88°18'W	176.39'	182.67'	200.00'	
C64	N63°10'W	76.71'	77.19'	200.00'	
C65	N55°42'W	44.74'	44.84'	200.00'	
C66	N20°54'W	23.76'	24.76'	25.00'	
C66A	N03°46'E	6.46'	6.47'	50.00'	
C67	N41°07'W	65.84'	71.82'	50.00'	
C68	N75°36'W	5.83'	5.84'	25.00'	
C69	N51°30'W	14.35'	15.18'	25.00'	
C72	S26°56'W	20.00'	20.01'	185.00'	
C73	N87°03'E	20.00'	20.14'	50.00'	
C74	S50°01'E	15.00'	15.08'	50.00'	

LEGEND

PRM	PERMANENT REFERENCE MARKER	====	DRAINAGE PIPE
SF	SQUARE FEET	□	JUNCTION BOX
DE	DRAINAGE EASEMENT	⊞	CATCH BASIN
PI	POINT OF INTERSECTION	— —	DRAINAGE EASEMENT
PT	POINT OF TANGENCY	— — —	50' SINKHOLE BUFFER
PCC	POINT OF REVERSE CURVE		
PC	POINT OF CURVATURE		
HOM	HIGHWAY MONUMENT		
IPF	IRON PIN FOUND		

LINE	BEARING	DISTANCE
L1	S01°10'E	7.16'
L2	S72°52'W	29.84'
L3	N50°04'W	24.32'
L4	N25°50'W	14.02'
L5	N00°08'E	17.04'
L6	N48°26'E	13.13'
L7	S72°15'E	20.72'
L8	S49°50'E	20.89'
L9	S22°50'E	20.20'
L10	N73°20'E	44.17'
L11	S81°04'E	38.40'
L12	S15°44'W	72.79'
L13	S34°48'W	29.02'
L14	S83°12'W	45.52'
L15	N80°16'W	23.49'
L16	N40°47'W	22.52'
L17	N05°56'W	37.89'
L18	N25°29'E	30.58'
L19	N43°51'E	44.20'
L29	N62°25'W	168.00'
L30	N22°33'W	2.83'
L31	N56°26'E	9.34'
L32	N56°26'E	11.42'
L35	S82°25'E	180.51'
L36	N61°35'E	61.99'
L37	N02°57'W	157.34'
L38	S02°57'E	189.97'
L39	S38°58'W	119.88'
L40	S33°29'E	34.36'
L41	S56°31'W	15.00'
L42	N39°58'E	131.07'





Not to SCale

LOCATION MAP

NOTES:

1. IRON PINS FOUND (IPF) SHOWN ON PLAT. ALL OTHERS SET BY BHN&P, UNLESS NOTED OTHERWISE ON PLAT.
2. 10' UTILITY, DRAINAGE AND CONSTRUCTION EASEMENTS INSIDE ALL EXTERIOR LOT LINES AND ALONG ALL ROADS, 5' UTILITY, DRAINAGE AND CONSTRUCTION EASEMENTS ALONG BOTH SIDES OF ALL INTERIOR LOT LINES, PLUS OTHER EASEMENTS AS SHOWN. UTILITY AND DRAINAGE EASEMENTS TO BE CENTERED ABOUT DRAINAGE STRUCTURE AS INSTALLED.
3. SANITARY SEWER EASEMENT OF 15', 7.5' EACH SIDE OF SEWER AS INSTALLED (WHERE APPLICABLE).
4. THIS PROPERTY IS ZONED PR.
5. THIS SUBDIVISION CONTAINS 18.806 ACRES AND IS SUBDIVIDED INTO 51 RESIDENTIAL DETATCHED LOTS AND 1 COMMON AREA. THE REMAINING AREA FOR FUTURE DEVELOPMENT CONTAINS APPROXIMATELY 72.67 ACRES.
6. BUILDING SETBACK LINES WILL BE AS FOLLOWS:
   FRONT....20'
   SIDES.....5'
   REAR.....15' (UNLESS CONTROLLED BY A 35' PERIPHERAL SETBACK)
7. NORTH BASED ON MAP BOOK 85-S PAGE 44 OF ADJACENT PROPERTY (UNIVERSAL LAND DEVELOPMENT, LTD.).
8. NO BUILDING OF FILL IS ALLOWED WITHIN THE SINKHOLE LIMITS (CLOSED CONTOURS) AS SHOWN ON THIS MAP FOR LOTS 29–31 AND 36–38. A GEOTECHNICAL STUDY DATED JANUARY 30, 2007 PREPARED BY GEOSERVICES, LLC HAS DETERMINED THAT SOIL CONSITIONS WITHIN THE 50 FOOT BUFFER AREA ARE CAPABLE OF SUSTAINING A STRUCTURE. THIS REPORT HAS BEEN REVIEWED AND APPROVED BY KNOX COUNTY ENGINEERING.
9. MINIMUM FLOOR ELEVATION OF LOTS 29–31 AND 36–38 IS ONE FOOT ABOVE THE SINKHOLE (CLOSED CONTOURS).
10. FOR APPROVED SUBDIVISION VARIANCES AND CONDITIONS OF APPROVAL OF THE CONCEPT PLAN AND USE-ON-REVIEW, REFER TO THE METROPOLITAN PLANNING COMMISSION'S FILES 3-SB-06-C & 7-SB-06-C AND 3-05-UR & 7-H-05-UR.
11. HOMEOWNER'S ASSOCIATION IS ESTABLISHED AND RECORDED AS INSTR.#200701170058223
12. MAINTENANCE AGREEMENTS FOR DETENTION FACILITIES ARE ESTABLISHED AND RECORDED AS INSTR.#200704200085835.
13. ALL ROADS ARE PUBLIC RIGHT-OF-WAYS WITH WIDTH AS SHOWN ON PLANS.
14. SIGHT DISTANCE EASEMENT ACROSS THE COMMON AREA RESTRICTS THE BUILDING OF ANY STRUCTURE OR PLANTING ANY VEGETATION THAT MAY IMPEDE THE VISION OF THE TRAVELING PUBLIC.
15. A TURNAROUND MUST BE INSTALLED ON THE DRIVEWAY FOR LOT 51.
16. THE PURPOSE OF THIS REPLAT IS TO REVISE THE LOT NUMBERS LISTED IN NOTES 5 & 9. PLAT ORIGINALLY RECORDED AS INSTRUMENT #200801090052396 AND THE ORIGINAL MPC FILE IS 10-SD-07-F.

REPLAT
FOR
COVERED BRIDGE AT HARDIN VALLEY
PHASE 3, LOTS 1–51
CLT MAP 116, PARCEL 29.18 & PART OF PARCEL 29
(ALL OUT OF PARCEL 29)
DISTRICT 6, KNOX COUNTY, TN.

SCALE: 1" = 100' JANUARY 11, 2008

100 50 0 100 200

COVERED BRIDGE
AT HARDIN VALLEY

DAVID BRIAN HARBIN
REGISTERED LAND SURVEYOR
TENNESSEE No. 2595
1/11/08

CERTIFICATE OF CATEGORY AND ACCURACY OF SURVEY

I CERTIFY THAT THIS IS A CATEGORY I SURVEY AND THE RATIO OF PRECISION OF THE UNADJUSTED SURVEY IS NOT LESS THAN 1:10,000

David Brinton

REGISTERED LAND SURVEYOR
TENNESSEE REG. NO. 2595

Instr:200802060058820 Page: 1 OF 1
REC'D FOR REC 02/06/2008 11:30.00AM
RECORD FEE $17.00
M. TAX $0.00 T. TAX $0.00

OWNER:

HUBER BROS., G.P.
213 FOX ROAD, SUITE 100
KNOXVILLE, TENNESSEE 37922
PHONE: (865) 691-5002

BATSON, HIMES, NORVELL & POE
REGISTERED ENGINEERS & LAND SURVEYORS
4334 PAPERMILL DRIVE
KNOXVILLE, TENNESSEE 37909
PHONE (865) 588-6472
FAX (865) 588-6473
email@bhn-p.Com

1-N-08

REFERENCE DEEDS: INSTR.#200509280028820
INSTR.#200606130104864

24100-3-FPR-1

Q:\24100\FINAL\24100-3-FPR1.DWG

COUNTER SIGNED
FEB 05 2008
JOHN H. SPRINGFIELD
REGISTER OF DEEDS
KNOX COUNTY

RLA-17137 **39.**

COMMISSION (PRELIMINARY AGENDA)

Meeting Date:	03/20/2025
Requested By:	Drucilla Stills, COUNTY COMMISSION
Department:	FINANCE DEPARTMENT
Requires Expenditure of Funds:	Funded in Current Budget:
Appropriation Required:	

CAPTION

Line Item Transfers - Total amount of $67,000.00.
(Finance)

Attachments

Line Items

KNOX COUNTY

BUDGET TRANSFER REQUEST FORM

Department: Medical Examiner

Date: 2/18/2025

Authorizing Signature:

TRANSFER FROM:

ORG Code	Object Code	Account Name	Amount
1018973	518900	Full Time Regular Pay	$56,000
		TOTAL	$ 56,000.00

TRANSFER TO:

ORG Code	Object Code	Account Name	Amount
1018973	530900	Contracts with Other Agencies	$56,000
		TOTAL	$ 56,000.00

JUSTIFICATION/EXPLANATION:

Transferring pathologist salary to pay for locum work in the positions vacancy Jan-Mar 25

Approved: _____ County Mayor — Date: 2/24/25

Approved as the availability of Funds: _____ Senior Director of Finance — Date: 2/19/25

Approved for Transfer of Funds: _____ Chairman, County Commission — Date: _____

KNOX COUNTY
BUDGET TRANSFER REQUEST FORM

Department: Parks & Recreation

Date: 2/28/2025

Authorizing Signature:

TRANSFER FROM:

ORG Code	Object Code	Account Name	Amount
1014852	541870	SCHUMPERT - GROUNDS/BLDGS-REP/	7,000.00
1014852	541872	SCHUMPERT - REPAIR & MAINT-GROU	4,000.00
		TOTAL	$ 11,000.00

TRANSFER TO:

ORG Code	Object Code	Account Name	Amount
1014852	579950	SCHUMPERT - NON BUILDING IMPROVEMENTS	11,000.00
		TOTAL	$ 11,000.00

JUSTIFICATION/EXPLANATION:

Approved: _____ 3/5/25
County Mayor — Date

Approved as the availability of Funds: _____ 3/5/25
Senior Director of Finance — Date

Approved for Transfer of Funds: _____
Chairman, County Commission — Date

RLA-17138 **40.**

COMMISSION (PRELIMINARY AGENDA)

Meeting Date:	03/20/2025
Requested By:	Drucilla Stills, COUNTY COMMISSION
Department:	FINANCE DEPARTMENT
Requires Expenditure of Funds:	Funded in Current Budget:
Appropriation Required:	

CAPTION

Budget Amendments - Total amount of $64,300.17.
(Finance)

Attachments

Budget Amendments

ADOPTED BUDGETS FOR 2024-2025 AND REVISIONS

GJ#	PURPOSE	AMOUNT	FUND TOTAL
101 --- ADOPTED BUDGET FOR GENERAL FUND 101			
1-1942	2025 Budget	231,114,555.00	
2-1985	Designations	5,658,000.00	
1-1940	Reappropriating Encumbrances from FY24	1,385,575.03	
2-1136	Estimate & Appropriate Organized Retail Crime	608.00	
2-1140	Estimate & Appropriate Organized Retail Crime Evidence	960.00	
2-2139	Estimate & Appropriate Organized Retail Crime	20,000.00	
3-733	Liquidated Finance Contract - Paid Unencumbered	(168.75)	
4-674	Estimate & Appropriate Organized Retail Crime	2,684.41	
4-678	Estimate & Appropriate Theft	5,000.00	
4-685	Estimate & Appropriate Theft Evidence	11,541.00	
5-123	Liquidated Finance Contract - Paid Unencumbered	(2,964.49)	
5-125	Liquidated Finance Contract - Paid Unencumbered	(44,614.19)	
5-129	Liquidated Finance Contract - Paid Unencumbered	(1,140.00)	238,150,036.01 *
8-1119	Liquidated Finance Contract - Paid Unencumbered	(9,699.83)	
8-1444	Estimate & Appropriate from Fund Balance for UT Extension	74,000.00	64,300.17
			238,214,336.18

***County Commission has already approved.**

RLA-17141 **R-25-3-112**

COMMISSION (PRELIMINARY AGENDA)

Meeting Date:	03/20/2025
Requested By:	Jill Rosberg, LAW DEPARTMENT
Department:	COUNTY COMMISSION
Requires Expenditure of Funds:	NO Funded in Current Budget: YES
Appropriation Required:	NO

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, appointing _____ to the Community Health Council. (Term expires March 31, 2028) *(Interviews will be conducted at the Optional Agenda Review Meeting on Monday, March 24, 2025, at 3:00 p.m.)*

(Commissioner Oster)

Attachments

Resolution

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, APPOINTING _____ TO THE COMMUNITY HEALTH COUNCIL. (TERM EXPIRES MARCH 31, 2028)

RESOLUTION: **R-25-3-112**

REQUESTED BY: **COMMISSIONER OSTER**

PREPARED BY: **KNOX COUNTY LAW DIRECTOR'S OFFICE**

APPROVED AS TO FORM AND CORRECTNESS:_____
DIRECTOR OF LAW

APPROVED:_____
DATE

VETOED:_____
DATE

VETO OVERRIDE:_____
DATE

MINUTE BOOK_____PAGE_____

WHEREAS, by Ordinance O-12-11-101, codified at Section 38-59 *et seq.* of the Knox County Code, the Knox County Commission (the "Commission") established the Community Health Council; and

WHEREAS, pursuant to Section 38-60 of the Knox County Code, the Commission shall appoint one (1) member to serve on the Community Health Council; and

WHEREAS, the term of Lara Fleming who serves as the Commission's appointee on the Community Health Council expires on March 31, 2025; and

WHEREAS, the Commission conducted an open process for the purpose of filling this vacancy on the Community Health Council, including publishing notice of the vacancy in a newspaper of general circulation and interviewing candidates interested in serving on the Community Health Council at a duly noticed public meeting; and

WHEREAS, after due consideration, the Commission desires to fill this seat on the Community Health Council.

NOW THEREFORE BE IT RESOLVED BY THE COMMISSION OF KNOX COUNTY AS FOLLOWS:

The Commission of Knox County hereby appoints _____ to serve on the Community Health Council for a three (3) year term beginning on April 1, 2025 and expiring on March 31, 2028.

BE IT FURTHER RESOLVED, that if any notifications are to be made to effectuate this Resolution, then the County Clerk is hereby requested to forward a copy of this Resolution to the proper authority.

BE IT FURTHER RESOLVED, that this Resolution is to take effect from and after its passage, as provided by the Charter of Knox County, Tennessee, the public welfare requiring it.

_____

Presiding Officer of the Commission Date

_____

County Clerk Date

Approved:_____

County Mayor Date

Vetoed:_____

County Mayor Date

RLA-16989 **R-25-3-407**

COMMISSION (PRELIMINARY AGENDA)

Meeting Date:	03/20/2025
Requested By:	Cathy Olsen, ENGINEERING AND PUBLIC WORKS
Department:	ENGINEERING AND PUBLIC WORKS
Requires Expenditure of Funds:	YES Funded in Current Budget: YES
Appropriation Required:	NO

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, approving a Memorandum of Understanding with Calton Development for the installation of a signal at Bakertown Road and Schaad Road. **(DEFER TO APRIL AT REQUEST OF SPONSOR)** *(previously Deferred from February to March at Request of Sponsor)*.

(Engineering and Public Works)

Attachments

No file(s) attached.

RLA-16837 **R-25-3-903**

COMMISSION (PRELIMINARY AGENDA)

Meeting Date:	03/20/2025
Requested By:	Jill Rosberg, LAW DEPARTMENT
Department:	REGISTER OF DEEDS
Requires Expenditure of Funds:	NO Funded in Current Budget: YES
Appropriation Required:	NO

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, requesting the Tennessee General Assembly to allow Knox County to establish predictable recording fees in the Register's Office. **(WITHDRAW AT REQUEST OF SPONSOR)** *(previously Deferred from January to February and February to March at Request of Sponsor)*

(Register of Deeds)

Attachments

No file(s) attached.

RLA-17129 **O-25-3-102**

COMMISSION (PRELIMINARY AGENDA)

Meeting Date: 03/20/2025

Requested By: Jill Rosberg, LAW DEPARTMENT

Department: INTERNAL AUDIT

Requires Expenditure of Funds: NO Funded in Current Budget: YES

Appropriation Required: NO

CAPTION

Consideration of an Ordinance of the Commission of Knox County, Tennessee, amending the Knox County Code, Chapter 2, Article III, Division 11 entitled "Department of Internal Audit" to provide for various amendments to said Division. (Ord. No. O-02-8-105, adopted 9-23-02, Ord. No. O-10-3-104, adopted 4-26-10, Ord. No. O-11-6-101, adopted 7-25-11, Ord. No. O-14-3-101, adopted 4-28-14, and Ord. No. O-14-12-101, adopted 1-26-15) **(FIRST READING)**

(Audit Committee)

Attachments

Ordinance

Redlined changes to Division 11, §§ 2-273 et seq.

Fiscal Note

ORDINANCE

AN ORDINANCE OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, AMENDING THE KNOX COUNTY CODE, CHAPTER 2, ARTICLE III, DIVISION 11 ENTITLED "DEPARTMENT OF INTERNAL AUDIT" TO PROVIDE FOR VARIOUS AMENDMENTS TO SAID DIVISION. (Ord. No. O-02-8-105, adopted 9-23-02, Ord. No. O-10-3-104, adopted 4-26-10, Ord. No. O-11-6-101, adopted 7-25-11, Ord. No. O-14-3-101, adopted 4-28-14, and Ord. No. O-14-12-101, adopted 1-26-15)

ORDINANCE: **O-25-3-102**

REQUESTED BY: **AUDIT COMMITTEE**

PREPARED BY: **KNOX COUNTY LAW DIRECTOR'S OFFICE**

APPROVED AS TO FORM AND CORRECTNESS:_____
DIRECTOR OF LAW

APPROVED 1ST READING: _____
DATE

APPROVED 2ND READING: _____
DATE

APPROVED EMERGENCY: _____
(YES) (NO)

VETOED:_____
DATE

VETO OVERRIDE:_____
DATE

MINUTE BOOK_____**PAGE**_____

WHEREAS, pursuant to Section 2.01 of the Charter of Knox County, Tennessee, the Knox County Commission (the "Commission") is vested with the legislative power to adopt ordinances, emergency ordinances and resolutions governing the operation of government; and

WHEREAS, the Commission previously established the Knox County Department of Internal Audit as codified at Chapter 2, Article III, Division 11, Sec. 2-273 *et seq.* of the Knox County Code (hereinafter "Division 11"); and

WHEREAS, the Knox County Internal Auditor and Knox County Audit Committee have proposed various confirming, clarifying, and housekeeping amendments to Division 11; and

WHEREAS, the Knox County Audit Committee, at its duly noticed public meeting on January 30, 2025, determined to recommend to the Commission that Division 11 be amended as set out below.

NOW THEREFORE BE IT ORDAINED BY THE COMMISSION OF KNOX COUNTY AS FOLLOWS:

SECTION 1. The Code of Knox County, Tennessee, Chapter 2, Article III, Division 11 entitled "Department of Internal Audit" is hereby amended in Sections 2-274 through 2-282 to read as follows:

Sec. 2-274. - Internal audit director.

The department of internal audit shall be a department of the legislative branch of the county and the head of the department will be the internal audit director. The internal audit director shall be selected by vote of the full commission. The head of the audit function shall possess a college degree and have appropriate relevant experience. In addition, the internal audit director shall hold an appropriate form of professional certification (e.g. certified public accountant, certified internal auditor, certified information systems auditor).

The Knox County Human Resources Department shall advertise the position as widely as possible and shall select candidates who best meet the criteria. Human Resources shall act as a facilitator for the purposes of communicating with candidates and the Audit Committee Chair, as well as for scheduling interviews. Human Resources shall conduct first round interviews via telephone or video conference and shall then select the top two to four candidates for second round interviews. The Audit Committee shall then conduct second round interviews with the selected candidates and make a recommendation to the Commission.

The county commission may solicit requests for qualifications from external auditing professionals to perform those internal auditing functions ascribed herein to the department of internal audit. In the event the county engages an external auditor to perform those internal auditing functions ascribed herein to the department of internal audit, the county's contract with said external auditor shall set forth the guidelines in which said external auditor shall operate and be supervised.

Sec. 2-275. - Audit committee.

An audit committee shall be established by the county commission to provide oversight and direction of the audit function. The primary responsibility of the audit committee shall be to oversee all audit activities. The audit committee will have access to the work papers and reports of the auditors, as well as access to audit work plans. The Audit Committee shall be governed by the *Charter of the Knox County Audit Committee*, as established during the first meeting of the Audit Committee, and as updated as necessary based on an annual review.

Sec. 2-276. - Removal of internal audit director.

The internal audit director may be removed by the county commission and the removal must be by a majority of the entire membership of the commission.

Sec. 2-277. - Employees of department of internal audit.

In fulfilling his/her duties, the internal audit director is hereby designated the appointing authority of employees of the department of internal audit. Employees of the department of internal audit fall under the supervision of Commission but are still entitled to the same benefits offered to all County employees. The internal audit director shall be the sole supervisor of all persons employed within the department although he/she may delegate this direct supervision responsibility over certain designated employees to an employee within the department.

Sec. 2-278. - Submission of annual budget request.

The internal audit director shall submit an annual budget request to the county commission for their approval and the county commissioners are hereby authorized, empowered and directed to furnish such other funding, assistance, employees, office space, equipment and supplies as deemed necessary and appropriate, including setting the compensation paid to such employees.

Sec. 2-279. - Engagements.

The department of internal audit shall conduct the following types of engagements:

(1) Financial and financial-related audits;
(2) Attestation engagements;
(3) Performance audits; and
(4) Consultations and other non-audit services.

The work will be conducted in accordance with the professional standards relevant to internal auditing contained in the U.S. General Accounting Office's publication *Government Auditing Standards* (i.e. generally accepted government auditing standards).

Sec. 2-280. - Reports available to commission and audit committee.

All reports of the department of internal audit will be made available to the county commission and audit committee.

Sec. 2-281. - Coordination through audit committee.

All audits, reviews and limited examinations (to include all funds and account groups of the county as well as its component units) shall be coordinated through the audit committee. This includes, but is not limited to, the annual independent audit by certified public accountants of the accounts of the county and of every county office. (Sec 2.02.B. of the Charter of Knox County, Tennessee).

Should the internal audit director receive any information which could give rise to the initiation of an audit in the professional judgment of the director, the director has the authority to pursue the issue, and shall immediately obtain approval from the chairman of the audit committee to commence the audit and inform the chairman of the county commission of same.

Sec. 2-282. - Information subject to audit and review.

Except as otherwise specifically provided by law, information, including financial transactions, held by each executive, legislative and judicial agency, and of each public or private agency to which the county makes miscellaneous appropriations shall be subject to audit by the department of internal audit in accordance with such principles, procedures and rules as may be prescribed by the internal audit director. In addition, those doing business with and/or filing tax reports with the county are subject to audit and review.

SECTION 2. This Ordinance shall take effect as provided by the Charter of Knox County, Tennessee, the public welfare requiring it.

_____

Presiding Officer of the Commission Date

_____

County Clerk Date

Approved:_____

County Mayor **Date**

Vetoed:_____

County Mayor **Date**

DIVISION 11. - DEPARTMENT OF INTERNAL AUDIT

Footnotes:

*--- (**9**) ---*

***Editor's note—** Ord. No. O-02-7-102, §§ 6, 7, retained this department as a department of the county commission. Ord. No. O-02-8-102, §§ 1—10, repealed and reenacted division 11 to read as herein set out. Formerly, division 11 pertained to similar subject matter and derived from Ord. No. O-00-5-103, §§ 1—13, adopted August 28, 2000.*

Sec. 2-273. - Established.

The county department of internal audit is hereby established and shall be supervised, operated and conducted in the manner set forth herein.

(Ord. No. O-02-8-105, § 1, 9-23-02)

Sec. 2-274. - ~~County auditor~~Internal audit director.

The department of internal audit shall be a department of the legislative branch of the county and the head of the department will be the internal audit director~~county auditor~~. The internal audit director ~~county auditor~~ shall be selected by vote of the full commission. The head of the audit function shall possess a college degree and have appropriate relevant experience. In addition, the internal audit director ~~county auditor~~ shall hold an appropriate form of professional certification (e.g. certified public accountant, certified internal auditor, certified information systems auditor).

~~The county human resources department shall advertise the position as widely as possible and shall select three candidates who best meet the criteria. The audit committee shall interview the selected candidates and make a recommendation to the commission.~~The Knox County Human Resources Department shall advertise the position as widely as possible and shall select candidates who best meet the criteria. Human Resources shall act as a facilitator for the purposes of communicating with candidates and the Audit Committee Chair, as well as for scheduling interviews. Human Resources shall conduct first round interviews via telephone or video conference and shall then select the top two to four candidates for second round interviews. The Audit Committee shall then conduct second round interviews with the selected candidates and make a recommendation to the Commission.

The county commission may solicit requests for qualifications from external auditing professionals to perform those internal auditing functions ascribed herein to the department of internal audit. In the event the county engages an external auditor to perform those internal auditing functions ascribed herein to the department of internal audit, the county's contract with said external auditor shall set forth the guidelines in which said external auditor shall operate and be supervised.

(Ord. No. O-02-8-105, § 2, 9-23-02; Ord. No. O-11-6-101, § 1, 7-25-11)

Sec. 2-275. - Audit committee.

An audit committee shall be established by the county commission to provide oversight and direction of the audit function. The primary responsibility of the audit committee shall be to oversee all audit activities~~, from the selection of the auditors to the resolution of audit findings~~. The audit committee will have access to the work papers and reports of the auditors, as well as access to audit work plans. The Audit Committee shall be governed by the *Charter of the Knox County Audit Committee*, as established during the first meeting of the Audit Committee, and as updated as necessary based on an annual review.

(Ord. No. O-02-8-105, § 3, 9-23-02)

Sec. 2-276. - Removal of ~~county auditor~~internal audit director.

The ~~county auditor~~internal audit director may be removed by the county commission and the removal must be by a majority of the entire membership of the commission.

(Ord. No. O-02-8-105, § 4, 9-23-02)

Sec. 2-277. - Employees of department of internal audit.

In fulfilling his/her duties, the ~~county auditor~~internal audit director is hereby designated the appointing authority of employees of the department of internal audit. Employees of the department of internal audit fall under the supervision of Commission but are still entitled to the same benefits offered to all County employees. ~~Such employees shall be entitled to the same benefits as other employees of general government.~~ The ~~county auditor~~ internal audit director shall be the sole supervisor of all persons employed within the department although he/she may delegate this direct supervision responsibility over certain designated employees to an employee within the department.

(Ord. No. O-02-8-105, § 5, 9-23-02)

Sec. 2-278. - Submission of annual budget request.

The ~~county auditor~~internal audit director shall submit an annual budget request to the county commission for their approval and the county commissioners are hereby authorized, empowered and directed to furnish such other funding, assistance, employees, office space, equipment and supplies as deemed necessary and appropriate, including setting the compensation paid to such employees.

(Ord. No. O-02-8-105, § 6, 9-23-02)

Sec. 2-279. - Engagements.

The department of internal audit shall conduct the following types of engagements:

(1) Financial and financial-related audits;

(2) Attestation engagements;

(3) Performance audits; and

(4) Consultations and other non-audit ~~activities~~services.

The work will be conducted in accordance with the professional standards relevant to internal auditing contained in the U.S. General Accounting Office's publication *Government Auditing Standards* (i.e. generally accepted government auditing standards).

(Ord. No. O-02-8-105, § 7, 9-23-02; Ord. No. O-10-3-104, § 1, 4-26-10; Ord. No. O-14-3-101, § 1, 4-28-14)

Sec. 2-280. - Reports available to commission and audit committee.

All reports of the department of internal audit~~, as well as the annual internal audit department status report~~ will be made available to the county commission and audit committee.

(Ord. No. O-02-8-105, § 8, 9-23-02; Ord. No. O-10-3-104, § 2, 4-26-10)

Editor's note— Ord. No. O-10-3-104, § 2, adopted April 26, 2010, changed the title of section 2-280 from "Reports available to commission" to "Reports available to commission and audit committee." The historical notation has been preserved for reference purposes.

Sec. 2-281. - Coordination through audit committee.

All audits, reviews and limited examinations (to include all funds and account groups of the county as well as its component units) shall be coordinated through the audit committee. This includes, but is not limited, to the annual independent audit by certified public accountants of the accounts of the county and of every county office. (Sec 2.02.B. of the Charter of Knox County, Tennessee).

Should the ~~county auditor~~internal audit director receive any information which could give rise to the initiation of an audit in the professional judgment of the ~~county auditor~~ director, the ~~county auditor~~director has the authority to pursue the issue, and shall immediately obtain approval from the chairman of the audit committee to commence the audit and inform the chairman of the county commission of same.

(Ord. No. O-02-8-105, § 9, 9-23-02; Ord. No. O-10-3-104, § 3, 4-26-10; Ord. No. O-14-12-101, § 1, 1-26-15)

~~**Charter reference**— Other powers, § 2.02 B.~~

Sec. 2-282. - ~~Financial transactions~~Information subject to audit and review.

Except as otherwise specifically provided by law, ~~the financial transactions of~~information, including financial transactions, held by each executive, legislative and judicial agency, and of each public or private agency to which the county makes miscellaneous appropriations shall be subject to audit by the department of internal audit in accordance with such principles, procedures and rules as may be prescribed by the ~~county auditor~~internal audit director. In addition, those doing business with and/or filing tax reports with the county are subject to audit and review.

(Ord. No. O-02-8-105, § 10, 9-23-02)

Secs. 2-283—2-285. - Reserved.

FISCAL NOTE

Ordinance O-25-3-102

CAPTION:

AN ORDINANCE OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, AMENDING THE KNOX COUNTY CODE, CHAPTER 2, ARTICLE III, DIVISION 11 ENTITLED "DEPARTMENT OF INTERNAL AUDIT" TO PROVIDE FOR VARIOUS AMENDMENTS TO SAID DIVISION.

FISCAL IMPACT ANALYSIS (PURSUANT TO SEC. 1-11 OF THE KNOX COUNTY CODE):

There is no cost associated with this Ordinance.

Chris Caldwell, Chief Financial Officer

RLA-17143 **O-25-3-103**

COMMISSION (PRELIMINARY AGENDA)

Meeting Date: 03/20/2025

Requested By: Drucilla Stills, COUNTY COMMISSION

Department: COUNTY COMMISSION

Requires Expenditure of Funds: Funded in Current Budget:

Appropriation Required:

CAPTION

Consideration of an Ordinance of the Commission of Knox County, Tennessee, to repeal Chapter 14, Article II of the Knox County Code relative to the Tennessee Technology Corridor Development Authority (TTCDA). (Ord. No. O-90-9-114, adopted 9-10-90 and Ord. No. O-11-5-102, adopted 6-27-11) **(FIRST READING) (TO BE ADDED)**

(Commissioners Jay and Frazier)

Attachments

Ordinance

Fiscal Note

ORDINANCE

AN ORDINANCE OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, TO REPEAL CHAPTER 14, ARTICLE II OF THE KNOX COUNTY CODE RELATIVE TO THE TENNESSEE TECHNOLOGY CORRIDOR DEVELOPMENT AUTHORITY (TTCDA). (Ord. No. O-90-9-114, adopted 9-10-90 and Ord. No. O-11-5-102, adopted 6-27-11)

ORDINANCE: **O-25-3-103**

REQUESTED BY: **COMMISSIONER JAY & COMMISSIONER FRAZIER**

PREPARED BY: **KNOX COUNTY LAW DIRECTOR'S OFFICE**

APPROVED AS TO FORM AND CORRECTNESS:_____
DIRECTOR OF LAW

APPROVED 1ST READING: _____
DATE

APPROVED 2ND READING: _____
DATE

APPROVED EMERGENCY: _____
(YES) (NO)

VETOED:_____
DATE

VETO OVERRIDE:_____
DATE

MINUTE BOOK_____PAGE_____

WHEREAS, the Tennessee Legislature by Private Act created the Tennessee Technology Corridor Development Authority (TTCDA) in 1983 in an attempt to mimic the success of California's Silicon Valley in the Western Portions of Knox County; and

WHEREAS, the TTCDA was carried forward by Ordinance in 1990 when the Knox County Charter went into effect; and

WHEREAS, the Knox County Charter at Art. IX, § 9.12 and Art. X, §10.01 provides that all private acts applying to Knox County not adopted by Ordinance of the County Commission become null and void; and

WHEREAS, it is the finding of the Knox County Commission that through no fault of the TTCDA Board, in the 42 years of the TTCDA's existence, a "high-tech industry sector" has not, in fact, developed in the overlay area set out for TTCDA governance; and

WHEREAS, the County Commission finds that the TTCDA no longer serves the purposes for which it was created; and

WHEREAS, the County Commission now finds that the TTCDA only serves as an additional layer of bureaucracy which hinders development in the area and places an additional and unnecessary burden on property owners in the tech corridor overlay area; and

WHEREAS, the County Commission finds that it is in the best interests of the citizens of Knox County that the TTCDA be dissolved.

NOW THEREFORE BE IT ORDAINED BY THE COMMISSION OF KNOX COUNTY AS FOLLOWS:

SECTION 1. The Code of Knox County, Tennessee is hereby amended to repeal Chapter 14, Article II, Sections 14-26 through 14-39 relative to the Tennessee Technology Corridor Development Authority (TTCDA).

SECTION 2. The current TCCDA design guidelines, as adopted by Resolution RZ-11-9-105, and overlay shall remain in effect until the Unified Development Ordinance is adopted by Commission.

SECTION 3. This Ordinance shall take effect upon passage, as provided by the Charter of Knox County, Tennessee, the public welfare requiring it.

_____

Presiding Officer of the Commission Date

_____

County Clerk Date

Approved:_____

County Mayor Date

Vetoed:_____

County Mayor Date

FISCAL NOTE

Ordinance O-25-3-103

CAPTION:

AN ORDINANCE OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, TO REPEAL CHAPTER 14, ARTICLE II OF THE KNOX COUNTY CODE RELATIVE TO THE TENNESSEE TECHNOLOGY CORRIDOR DEVELOPMENT AUTHORITY (TTCDA).

FISCAL IMPACT ANALYSIS (PURSUANT TO SEC. 1-11 OF THE KNOX COUNTY CODE):

There is no cost associated with this Ordinance.

Chris Caldwell, Chief Financial Officer

RLA-16973 **O-25-3-104**

COMMISSION (PRELIMINARY AGENDA)

Meeting Date: 03/20/2025

Requested By: Drucilla Stills, COUNTY COMMISSION

Department: COUNTY COMMISSION

Requires Expenditure of Funds: Funded in Current Budget:

Appropriation Required:

CAPTION

Consideration of an Ordinance of the Commission of Knox County, Tennessee, amending the Knox County Code, Chapter 2, Article VIII, Division 4, "Receipt and Disbursement of County Funds; Budget Procedures", to add a new Section 2-558 to provide appropriation, grant and funding contract accountability for county general funds and Chapter 58, Article III, Section 58-92, "Appropriation, Grant and Funding Contract Procedures", to amend appropriation, grant and funding contract procedures for hotel/motel tax funds. (Ord. No. O-91-11-101, adopted 1-27-92, Ord. No. O-02-6-102, adopted 7-22-02, and establishing Section 2-558, previously reserved) **(FIRST READING) (WITHDRAW AT THE REQUEST OF SPONSOR)** *(previously Deferred from February to March at Request of Sponsor) (Commissioner Russell)*

Attachments

Current Chapter 58, Article III, Section 58-92

Sec. 58-92. - Appropriation, grant and funding contract procedures.

(a) Any person requesting the receipt of funds generated by the provisions of this article shall submit an application in such form as may be prescribed by the county director of finance and approved by the hotel and amusement tax subcommittee of the finance committee of the county commission. Such form shall include, without limitation, all information required by general state law relating to the appropriation of funds for the financial aid of any charitable or civic organization. Prior to the consideration of any applications submitted pursuant to this section, the application shall be reviewed by the county tourist commission or the county executive, if a tourist commission does not exist as to form, substance, and compliance with the provisions of this article. The county tourist commission or the county executive, if a tourist commission does not exist shall recommend that the commission either approve or deny the application. After recommendation by the county tourist commission or the county executive, if a tourist commission does not exist, the application shall be reviewed by the county director of finance and the county law director as to form, substance, and compliance with the provisions of this article. In reporting on all applications received and reviewed during the preparation of the annual budget of the county, the director of finance shall prepare and submit for review a fiscal note describing the total funding requirements of all applications recommended for approval by the county executive including therewith the recommendation of the county tourist commission or the county executive, if a tourist commission does not exist along with anticipated revenues available for such funding. Additionally, any applications filed with the director of finance other than during the preparation of the annual budget for the county shall be presented for review as provided by this section, accompanied by a fiscal note describing the impact upon available and anticipated revenues generated pursuant to this article, as well as an accounting of the cumulative impact upon such available or anticipated revenues of the funds generated pursuant to this article.

(b) Upon completion of the review by the director of finance and the county law director of any application for funding pursuant to the provisions of this article, the application, recommendations, and other review prepared by the county director of finance shall be forwarded to a subcommittee of the finance committee of the county commission, hereby denominated the hotel and amusement tax subcommittee. Such subcommittee shall prepare its recommendations for action on the application to the finance committee for its review and recommendation for action by the county commission. No request for funding pursuant to this article shall be considered by the county commission without the review, reports, and recommendations mandated herein.

(c) Any application submitted pursuant to the provisions of this article which request or necessitate the use of property under the direction or control of the county board of education shall require the approval of the county board of education prior to its consideration by the county

commission.

(d) Notice of all county commission or hotel and amusement tax subcommittee meetings involving an application for funding pursuant to this article shall be furnished to the county tourist commission or the county executive, if a tourist commission does not exist not less than ten days preceding such meeting.

(Ord. No. O-91-11-101, §§ 1—4, 1-27-92; Ord. No. O-02-6-102, § 4, 7-22-02)