

**MINUTES OF THE VAN BUREN COUNTY COMMISSION
VAN BUREN COUNTY, TENNESSEE**

The Van Buren County Commission met in a Regular Meeting on Monday February 9, 2026 at 6:00 p.m. at the Van Buren County Administrative Facility & Justice Center. The following action was taken as recorded in Minute Book, "U".

Call to Order

Sheriff Michael Brock called the Meeting to Order.

Roll Call

Members present: Michael Chandler, Cale Crain, Jordan Delong, Tabitha Denney, Terry Hickey, Terry Hodges, and Michael Woodlee. Dusty Madewell, Kenny Smith and Tommy Frady were absent.

Also present: County Attorney Howard Upchurch, County Mayor David Sullivan, County Clerk Lisa Rigsby, and Jay Williams with zoom and Several Citizens of Van Buren County.

Prayer

Dusty Madewell led us in prayer.

Pledge

Chairman Cale Crain led us in the Pledge of Allegiance.

Chairman Cale Crain ask for a motion to deviate from the agenda and add to approve/disapprove all Quarterly Reports. Terry Hickey made a motion, seconded by Michael Woodlee to approve to deviate from the agenda adding approval of Quarterly Reports. All approved by voice vote. Motion passed.

Approve/Disapprove Quarterly Reports for the Sheriff's Department, Ambulance Service, Clerk & Master, Highway Department, Board of Education, and Solid Waste.

Terry Hickey made a motion, seconded by Terry Hodges to approve all Quarterly Reports as presented.

Upon roll call: Michael Woodlee, Terry Hodges, Terry Hickey, Tabitha Denney, Jordan Delong, Michael Chandler, and Cale Crain voted yes. Motion passed.

Minutes from the Full Commission Meeting on January 19, 2026 as printed

Michael Woodlee made a motion, seconded by Terry Hickey to approve the Minutes from the January 19, 2026 Meeting as printed. All agreed by voice vote. 0-opposed. Motion passed.

Approve/Disapprove: Committee A Report from February 2, 2026 Committee A Meeting Monday, February 2, 2026

Call to order at 5:30

Roll call: Terry Hickey, Terry Hodges, Cale Crain, & Tabitha Denney. Absent: Jordan Delong

Motion made by Cale Crain and second by Terry Hickey to approve budget amendment for Van Buren County Board of Education as present. Roll call with all voting yes.

Motion made by Cale Crain and second by Terry Hodges to approve Sheriff's Department budget amendment. Move \$1,600 from 101-46210 to 101-54110-140 for SRO Salary supplements. Roll call with all voting yes.

Old Business

Accument Global to solicit bids for replacement of hand rails, steps and doors. Committee B to also meet and discuss. No action needed.

All bins and compactors passed by State and are in operation now.

New Business

Motion made by Cale Crain and second by Terry Hickey to remove the \$7.00 Solid Waste fee for James Nelson's garage. The garage is storage only. Roll call with all members voting yes.

Motion made by Cale Crain and second by Terry Hickey to allow County Commissioners as an elected official to purchase health insurance through the County. Roll call with all members voting yes.

Motion made by Terry Hickey to adjourn.

Committee A Chairman Tabitha Denney brought forward action that needs to be taken by the Full Commission from the Committee A Meeting on February 2, 2026.

Budget Amendment for the Board of Education

Tabitha Denney made a motion, seconded by Michael Chandler to approve the budget amendment for Van Buren County Board of Education as presented.

Upon roll call: Michael Woodlee, Terry Hodges, Terry Hickey, Tabitha Denney, Jordan Delong, Michael Chandler, and Cale Crain voted yes. Motion passed.

Budget amendment as following:

Van Buren Co. Board of Education
2025-2026

BUDGET AMENDMENT
Awarded in Full

GENERAL FUND
FUND 141
Tennessee Risk Mang. Safety Grant

FUNCTION	OBI.	DESCRIPTION	EXPLANATION	DEBIT	CREDIT
76100 46290	707	Building Improvements Other Publice Safety Grant	Purchase & Install Safety equipment for buildings Grant given by Tennessee Risk Management	15173	15173
TOTAL				15173	15173

Budget Amendment for Sheriff's Department (State overtime, \$1,600.00)

Tabitha Denney made a motion, seconded Michael Woodlee to approve to move \$1,600.00 from 101-54110-140 SRO Salary Supplements.

Upon roll call: Michael Woodlee, Terry Hodges, Terry Hickey, Tabitha Denney, Jordan Delong, Michael Chandler, and Cale Crain voted yes. Motion passed.

Budget amendment as following:

Solid Waste fee of \$7.00 (James Nelson’s garage)

Tabitha Denney made a motion, seconded by Michael Woodlee to approve to remove the \$7.00 Solid Waste fee from James Nelson’s garage. The garage is storage only.

Van Buren Co. Executive		General Fund		Sheriff's Office	
2025-2026		BUDGET AMENDMENT		101 General Fund	
Function	Obj.	Description	Explanation	Debit	Credit
46210		Law Enforcement Training Programs		\$ 1,600.00	
54110	140	Salary Supplements	SRO		\$ 1,600.00
					</

Upon roll call: Michael Woodlee, Terry Hodges, Terry Hickey, Tabitha Denney, Jordan Delong, Michael Chandler, and Cale Crain voted yes. Motion passed.

Health Insurance (to allow County Commissioners to purchase Health Insurance)

Tabitha Denney made a motion, seconded by Michael Woodlee to approve to allow County Commissioners as an elected official to purchase health insurance through the County.

Upon roll call: Michael Woodlee, Terry Hodges, Terry Hickey, Tabitha Denney, Jordan Delong, and Cale Crain voted yes. Commissioner Michael Chandler voted no. 6-yes votes. 1-no vote. Motion passed.

Old Business

The County Attorney Howard Upchurch address the Full Commission concerning their Executive Session Meetings in which they had discussed a dispute regarding Real Properties in the Industrial Park, which was conveyed back in the year of 2020. Mr. Upchurch was led in November or December 2025 to file a lien on the behalf of the County against the Real Property. Mr. Upchurch explained, "That lien was the obligation identified in the Deed,"

Mr. Barry Austin is the owner of the business which is on the Real Property being discussed. Mr. Austin obtained a deed in the year of 2020 under the last Administration for the County. Mr. Austin did not know that a lien would be filed on this Real Property until he received a letter from the Van Buren County Attorney. Business owner Barry Austin secured the service of Attorney Randall York. Mr. York and Mr. Upchurch exchanged communication today and it appears that they have resolve this dispute. Mr. Austin's understanding according to Mr. York is that the obligation of the County is \$29,000.00 he has agreed to execute a Deed of Trust in other words to Pledge the Real Property to Van Buren County and there will be to a Trustee which will likely be Mr. Upchurch as the County Attorney. The Deed will reflect that the Real Property will secure the obligation by Mr. Austin to Van Buren County, then the Lien would be released because it will not longer be necessary to have that lien of record because we would have the actual Deed of Trust. This will be a more secure lien of record at that point. This is the resolution that Attorney York and Attorney Upchurch have discussed and negotiated and obviously it's something that cannot be discussed or determined in an executive session it has to be debated and voted upon in an open meeting and that is why Mr. Upchurch is presenting this at the meeting tonight. County Attorney explained, "We are trying to get Mr. Austin a legitimate Deed," "The goal is to protect Van Buren County, that's the goal to provide a Deed of Trust that is a proper security interest in favor of Van Buren County that Van Buren County can enforce."

After much discussion on this matter, Terry Hickey made a motion, seconded by Michael Woodlee to give Mr. Upchurch authority to draw up a Deed of Trust and any underline Promissory Note and present them to Mr. Austin and come back before the Commission to determine whether or not that is the way the County intends to dissolve this dispute.

Upon roll call: Michael Woodlee, Terry Hodges, Terry Hickey, Tabitha Denney, Jordan Delong, Michael Chandler, and Cale Crain voted yes. Motion passed.

New Business

Cindy Haynes to be added to the Burritt Memorial Library Board

The Full Commission receive a request for Cindy Haynes to be appointed to the Burritt Memorial Library Board replacing Janet Justin. Michael Woodlee made a motion, seconded by Terry Hickey to approve the request for Cindy Haynes to be appointed to the Burritt Memorial Library Board replacing Janet Justin. All approved by voice vote. 0-opposed. Motion passed.

Endowment Grant Contract in the amount of \$30,303.03, Van Buren County Ambulance Service

EMS Director Twanna Bricker was present requesting authorization to sign the Grant Contract between the State of Tennessee, Department of Health and Van Buren County, DBA Van Buren County Ambulance Service. Tabitha Denney made a motion, seconded Michael Woodlee to allow authorization for Twanna Bricker to sign the Endowment Grant Contract.

Upon roll call: Michael Woodlee, Terry Hodges, Terry Hickey, Tabitha Denney, Jordan Delong, Michael Chandler, and Cale Crain voted yes. Motion passed.

Grant Contract as following:



ENDOWMENT GRANT CONTRACT

Begin Date July 1, 2025	End Date June 30, 2026	Agency Tracking # 34307-51426	Edison ID		
Public Chapter 530	Bill # 1409	Section 61	Item 19		
Grantee Legal Entity Name Van Buren County dba Van Buren County Ambulance Service (License # 9996)			Edison Vendor ID 2772		
Service Caption (one line only) Provide funding for essential purchases to licensed ambulance services in Tennessee per HB1409. (DGA 88889)					
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2026	\$30,303.03				\$30,303.03
TOTAL:	\$30,303.03				\$30,303.03
Ownership/Control					
☐ African American ☐ Asian ☐ Hispanic ☐ Native American ☐ Female ☐ Person w/Disability ☐ Small Business ☐ Government ☐ NOT Minority/Disadvantaged ☒ Other: For Profit Corporation					
Grantee Selection Process Summary					
☒ Competitive selection Request for Application (RFA) #34307-32726 was completed. ☐ Non-competitive selection					
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. <i>Eric Bucholz</i>				CPO USE - EG	
Speed Chart (optional) HL00019216		Account Code (optional) 71301000			

**GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF HEALTH
AND
VAN BUREN COUNTY
dba VAN BUREN COUNTY AMBULANCE SERVICE (LICENSE # 9996)**

This Grant Contract, by and between the State of Tennessee, Department of Health, hereinafter referred to as the "State" or the "Grantor State Agency" and Van Buren County dba Van Buren County Ambulance Service, hereinafter referred to as the "Grantee," is for the provision of to provide funding for essential purchases to licensed ambulance services in Tennessee per HB1409, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

The Grantee is a For-Profit Corporation
Grantee Place of Incorporation or Organization: Tennessee
Grantee Edison Vendor ID # 2772

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. "Ambulance service" means the principal use of any privately or publicly owned ambulance for the transportation of injured or infirm persons.
- A.3. Service Goals. Pursuant to an amendment to the budget for TN Legislative House Bill 1409 for fiscal year 2025-2026 a competitive grant program was approved to support licensed ambulance services within the state to provide funding for essential purchases.
- A.4. Service Recipients. The ultimate service recipients of this Grant Contract are the general population of this State as needed in an emergency.
- A.5. Service Description. The Grantee shall:
 - a. Hold a current ambulance service license in the State of Tennessee;
 - b. A current Edison Vendor ID number; and
 - c. Submitted an application (Attachment 1) that was awarded with this grant contract.
- A.6. Inspection and Acceptance. Acceptance of the work outlined above will be made by State or its authorized representative. State makes the final determination in terms of acceptance of the equipment being purchased under this Grant Contract.
- A.7. Incorporation of Additional Documents. Each of the following documents is included as a part of this Grant Contract by reference or attachment. In the event of a discrepancy or ambiguity regarding the Grantee's duties, responsibilities, and performance hereunder, these items shall govern in order of precedence below.
 - a. this Grant Contract document with any attachments or exhibits (excluding the items listed at subsections b. and c., below);
 - b. the State grant proposal solicitation as may be amended, if any;

- c. the Grantee's proposal (Attachment 1) incorporated to elaborate supplementary scope of services specifications.

- A.8. 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.9. No funds awarded under this Grant Contract shall be used for lobbying federal, state, or local officials.

B. TERM OF CONTRACT:

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

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Thirty Thousand Three Hundred Three Dollars and Three Cents (\$30,303.03) ("Maximum Liability").
- C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended.
- C.3. Payment Methodology – Total Advance Payment. The Grantee shall be reimbursed for actual, reasonable, and necessary costs, not to exceed the maximum liability established in section C.1. Payment to the Grantee shall be a lump sum made in advance upon approval of this Grant Contract.
- C.4. Expenditures and Accounting. The expenditure of funds made available through this Grant Contract shall adhere to the Scope of Services. Said expenditures shall be made during the Grant Contract period and shall not be carried forward. The Grantee shall submit an Expenditures and Accounting report within thirty (30) days following the end of the Grant Contract. Said report shall demonstrate compliance with the Scope of Services and shall be in form and substance acceptable to the State.
- C.5. 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.6. Prerequisite Documentation. The Grantee shall not receive the funds under the endowment grant until the State has received the following:
 - a. A Grantee completed and signed State provided "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. A Grantee completed and signed 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 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 in a timely or proper manner, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate the 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 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 Form to Report Lobbying," 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:

Brandon Ward, Director
Department of Health
Office of Emergency Medical Services
665 Mainstream Drive, First Floor
Nashville, TN 37243
Email: brandon.ward@tn.gov
Telephone: (615) 741-4521
Fax: (615) 741-4217

The Grantee:

Tiwanne Bricker, Service Director
Van Buren County dba Van Buren County Ambulance Service
112 Generation Dr
Spencer, TN 38585-3027
Email: vanburenems@benlomand.net
Telephone # 931-946-8181

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

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

- D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a

breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

- D.10. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Grantee shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.11. HIPAA Compliance. 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, and the Grantee shall 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 shall include the statement, "This project is funded under an agreement 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 and the Department of Finance and Administration ("F&A"). Send electronic copies of annual and final reports to F&A at fa.audit@tn.gov. 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 Attachment 2 to the Grant Contract.

- D.19. 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 agreement shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.
- D.20. 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.21. State Liability. The State shall have no liability except as specifically provided in this Grant Contract.
- D.22. 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. 23. 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.24. 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.25. 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 of the parties' agreement. This Grant Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.26. 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 hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.27. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.
- D.28. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
 - b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
 - c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
 - d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

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

- D.29. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Grantee by the State or acquired by the Grantee on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Grantee due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Grantee shall take all necessary steps to safeguard the

confidentiality of such material or information in conformance with applicable state and federal law.

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

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.

IN WITNESS WHEREOF,

Van Buren County dba Van Buren County Ambulance Service

GRANTEE SIGNATURE

DATE

Tiwanna Bricker, Service Director

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF HEALTH:

DR. JOHN R. DUNN, INTERIM COMMISSIONER

DATE

**Returned Check Policy for Van Buren County Ambulance Service,
\$30.00 fee**

Michael Woodlee made a motion, seconded by Tabitha Denney to approve the Van Buren County Ambulance Service Returned Check Policy as presented.

Upon roll call: Michael Woodlee, Terry Hodges, Terry Hickey, Tabitha Denney, Jordan Delong, Michael Chandler, and Cale Crain voted yes. Motion passed.

Returned Check Policy as presented:

A new Contract with Acument Global/Fontana Group

Commissioner Terry Hickey after visiting with Committee B at Acument Global/Fontana Group and looked over the Contract the County has with them he would like to have a more updated one. Terry Hickey made a motion,

Van Buren County Ambulance Service

Returned Check Policy

We gladly accept checks as a form of payment. However, if your check is returned unpaid by your bank for any reason (including non-sufficient funds, stopped payment, closed account, etc.), the following policy will apply:

1. **Returned Check Fee** A service charge of \$30.00 will be added to your account for each returned check. This fee is in addition to any fees your bank may charge you.
2. **Payment of Returned Check and Fees** The face amount of the check plus the returned check fee must be paid within 10 days of our notification to you. Payment must be made in guaranteed funds (cash, money order, cashier's check, or credit/debit card). Personal checks will no longer be accepted from you after a returned item.
3. **Future Payment Methods** After one returned check, we reserve the right to refuse future checks from you and require all future payments in cash, money order, cashier's check, or electronic transfer (ACH), or credit/debit card.
4. **Collection & Legal Action** If payment is not received within the 10-day period, the account may be turned over to our collection agency or attorney. You will be responsible for all collection costs, court costs, and reasonable attorney fees (typically 33⅓%–50% of the total amount owed) in addition to the original check amount and returned check fee.
5. **Criminal Prosecution (where applicable)** Issuing a check with knowledge of insufficient funds may constitute a criminal offense under state law. We reserve the right to file a criminal complaint and/or pursue civil remedies to the fullest extent of the law.
6. **Notification** We will notify you by phone, text, email, and/or certified mail when a check is returned. It is your responsibility to keep your contact information current.

By tendering a check as payment, you agree to the terms of this Returned Check Policy.

Thank you for your understanding and prompt attention to this matter.

Van Buren County Ambulance Service, 112 Generations Dr, Spencer, TN 38585

Effective Date: December 8, 2025

seconded by Tabitha Denney to Give Mr. Upchurch the authority to draw up a new up to date contract with Acument Global/Fontana Group with no provisions or changes being made.

Upon roll call: Michael Woodlee, Terry Hodges, Terry Hickey, Tabitha Denney, Jordan Delong, Michael Chandler, and Cale Crain voted yes. Motion passed.

Van Buren County Fire Departments, Fire Department Committee

Commissioner Tabitha Denney was thinking that probably the best resolution to the Fire Departments issue is maybe to form a Fire Department Committee that consists of a representative from each Fire Department and two Commissioners that way they can discuss among those head authorities and the two Commissioners would be our place on the Board in order to make sure everything is right, correct and I think everyone can come to an agreement if we do that as far as things for the Fire Department monies. Commissioner Tabitha Denney made that in form of a motion, seconded by Michael Woodlee.

Upon roll call: Michael Woodlee, Terry Hodges, Terry Hickey, Tabitha Denney, Jordan Delong, Michael Chandler, and Cale Crain voted yes. Motion passed.

Nomination of two County Commissioners to be placed on the Fire Department Committee

Tabitha Denney nominated Michael Woodlee

Michael Woodlee nominated Tabitha Denney

Terry Hickey made a motion that all nominations cease and we elect them by affirmation. All agreed by voice vote. 0-opposed. Motion passed.

Comments from the General Public

None

Adjournment

Terry Hickey made a motion, seconded by Michael Woodlee to adjourn. All agreed by voice vote. 0-opposed. Motion passed. Meeting adjourned at 6:29 p.m.

Chairman Cale Crain

County Clerk Lisa Rigsby