

Providing solutions through regional cooperation.

# Executive Committee Meeting Agenda | February 19, 2025

- 1. Call to Order | Jeff Mason, Vice Chairman
  - a. Prayer
  - b. Pledge of Allegiance
- 2. Roll Call | Sherry Thurman
- 3. Officer Vacancy | Jeff Mason, Vice Chairman
- 4. Approval of Consent Agenda | Jeff Mason, Vice Chairman a. Executive Committee Meeting Minutes – December 18, 2024
- 5. UCDD Financial Report | Ginger Stout, Finance Director
- 6. **CAIC** 
  - a. USDA Work Plan

### 7. Action Items | Jeff Mason, Vice Chairman

- a. Statutory Bonds
  - Jeff Mason
  - Randy Porter
- b. 2024-2025 Implementation Plan for Title VI of the Civil Rights Act of 1964
- Executive Committee Meeting Rescheduled Changed from October 15, 2025 to October 8, 2025
- 8. Executive Director Report | Mark Farley, Executive Director
- 9. Regional Partners | Jeff Mason, Vice Chairman
- 10. Old Business | Jeff Mason, Vice Chairman
- New Business | Jeff Mason, Vice Chairman

   Curtis Hayes, Virtual Academy
- 12. Public Comments | Jeff Mason, Vice Chairman
- 13. Adjourn | Jeff Mason, Vice Chairman

# Joint Executive Committee Meeting Upper Cumberland Development District and Upper Cumberland Human Resource Agency

DRAFT MINUTES	<b>DECEMBER 18, 2024</b>	9:00 A.M.	COOKEVILLE, TN	
MEETING CALLED BY	Vice Chairman Jeff Mason			
TYPE OF MEETING	UCDD/UCHRA Executive Committee Meeting			
FACILITATOR	Vice Chairman Jeff Mason			
NOTE TAKER	Sherry Thurman			
MEMBERS PRESENT	Greg Mitchell, Stan Hollandsworth, Dale Reagan, Allen Foster, R.J. Crawford, Matt Adcock, Jimmy Johnson, Steven Barlow, Lori Burnett, Stephen Bilbrey, Sam Gibson, Randy Porter, Laurin Wheaton, Jeff Mason, John Potts, David Sullivan, Alisa Farmer, Terry Bell, Denny Robinson, Jerry Lowery, Senator Paul Bailey			
MEMBERS ABSENT	Luke Collins, Josh Miller, Harvey Tony Day, Ryle Chastain, Represen		leady, Lloyd Williams, Steve Jones, exton	
	CALL TO ORDER / PRAYER OF ALLEGIANCE	/ PLEDGE VI	CE CHAIRMAN JEFF MASON	
CALL TO ORDER	Vice Chairman Jeff Mason called t	he meeting to orde	r.	
PRAYER	Vice Chairman Jeff Mason asked C with prayer.	County Executive Ji	immy Johnson to open the meeting	
PLEDGE OF ALLEGIANCE	The Pledge of Allegiance was cited	l.		
	ROLL CALL			
ROLLCALL	LICALL Vice Chairman Jeff Mason asked that everyone continue to remember County Mayor Randy Heady in their prayers. Sherry Thurman called the roll and the attendance is recorded above. There was a quorum of the committee members present.			
	APPROVAL OF CONSENT AC	1	CE CHAIRMAN JEFF MASON	
DISCUSSION	<ul> <li>Monthly Activity</li> <li>Credit Card Report</li> <li>In-Kind Reports</li> <li>2024 Community</li> </ul>	ee Meeting Minutes ttee Meeting Minut rectors Meeting Minutes art Report tober Financial Rep er-October 2024 B r Reports orts	s – October 16, 2024 es – October 16, 2024 nutes – December 21, 2023 – December 21, 2023 ports udgets	

DISCUSSION/ ACTION	<ul> <li>Strategic Plan Narrative and Program Improvement Plan</li> <li>f. UCDD Resolution 24-12-01</li> <li>g. UCHRA Resolution 24-12-01</li> <li>Executive Director Mark Farley explained that the resolutions in the consent agenda authorize the agencies to apply for an IT grant through Public Entity Partners.</li> <li>A motion was made to approve the Consent Agenda.</li> </ul>
ACTION	Motion to Approve         Motion made by: Randy Porter         Motion seconded by: R. J. Crawford         Vice Chairman Jeff Mason asked for discussion or comments on the motion.         Motion carried unanimously.
	UCDD LOAN MINDY TRAMEL, LOAN OFFICER LITTLE SUNSHINE'S ACADEMY EXPANSION
DISCUSSION/ ACTION	<ul> <li>Mindy Tramel presented a loan request for an expansion for Little Sunshine's Academy in Smith County. The borrower has requested additional loan funds from UCDD to assist with paying the required match portion of the grant funds. Construction is expected to be finished in December at which time she will be able to enroll children to fill the newly created childcare slots.</li> <li>Project Amount: \$46,000.00</li> <li>UCDD Loan Amount: \$41,000.00</li> <li>Proposed Interest Rate: 4.5%</li> <li>Proposed Terms: 18 years, to mature the same year as the current UCDD loan.</li> <li>The borrower will pay the remaining portion of the match plus any closing costs.</li> <li>Collateral: UCDD has an existing 2<sup>nd</sup> position lien on the building and, at closing, we will ask the closing attorney to modify the Deed of Trust to increase the indebtedness. Original appraised value at time of purchase was \$410,000 and the current tax card value is \$543,400. The construction costs for the expansion is estimated at \$495,000. Using the original appraised value plus construction costs for value.</li> </ul>
ACTION	Motion to Approve         Motion made by: Allen Foster         Motion seconded by: Laurin Wheaton         Vice Chairman Jeff Mason asked for discussion or comments on the motion.         Motion carried with a roll call vote. Eighteen board members voted yes. Three board members were not present for the vote.
	ACTION ITEMS VICE CHAIRMAN JEFF MASON a. Upper Cumberland Development District Audit b. Cumberland Area Investment Corporation Audit c. Upper Cumberland Human Resource Agency Audit d. Cumberland Regional Development Corporation Audit e. Executive Committee Meeting Date – October 15, 2025

	Executive Director Mark Farley introduced Derek Young with Johnson, Hickey & Murchison, P.C.	
	Mr. Young presented the audits for year ending June 30, 2024 for Upper Cumberland Development District, Cumberland Area Investment Corporation, Upper Cumberland Human Resource Agency, and Cumberland Area Investment Corporation.	
	Executive Director Mark Farley explained that in 2012, UCHRA had a benefit in place for employees that was later determined to be inappropriate for funding through grant dollars. At that time, the board allocated a specific fund to cover the benefit for those employees who were grandfathered in under the previous arrangement. A list of eligible employees was established, and the funds have been gradually utilized over time.	
DISCUSSION	As the remaining balance in the fund diminishes, it may become necessary to hire an actuary to evaluate the current number of eligible employees, project the remaining costs, and determine the amount of money that needs to be set aside to cover future obligations.	
DISCUSSION/ ACTION	This matter will require further discussion at the February board meeting.	
	Executive Director Mark Farley shared that one of the most valued benefits for clients is the Low-Income Heating Assistance Program (LIHEAP). Over the past 4-5 years, UCHRA has successfully assisted a significant number of individuals and families through this program. However, the upcoming year's budget from the state reflects a substantial reduction in funding. This will decrease the number of clients we can assist and may also impact some utility districts.	
	UCHRA is in the process of notifying the affected utility districts about the funding reduction. Moving forward, priority will be given to households with children under four years of age and elderly individuals.	
	Executive Director Farley proposed changing the October 2025 board meeting date due to a scheduling conflict with an annual conference that several staff members will attend. The recommendation is to move the meeting from October 15 to October 8. This proposal will be presented to the board for further discussion and approval at the February 2025 meeting.	
	A motion was made to approve the action items as presented.	
ACTION	Motion to Approve Motion made by: Allen Foster Motion seconded by: Steven Barlow	
	Vice Chairman Jeff Mason asked for discussion or comments on the motion.	
	Motion carried unanimously.	
	NOMINATION COMMITTEE REPORT VICE CHAIRMAN JEFF MASON	
	Vice Chairman Jeff Mason reported that the Nomination Committee recommends retaining the current slate of officers for FY-2025, as outlined below:	
DISCUSSION	Upper Cumberland Development District and Cumberland Area Investment Corporation Chairman: Randy Heady Vice Chairman: Leff Mason	
	Vice Chairman: Jeff Mason	

	Secretary: Jimmy Johnson		
	Treasurer: Randy Porter		
	Treasurer. Randy Forter		
	Upper Cumberland Human Resource Agency		
	Chairman: Randy Heady		
	Vice Chairman: Jeff Mason		
DISCUSSION/	Secretary: Sam Gibson		
ACTION	Treasurer: Denny Robinson		
	UCHRA Policy Council		
	Chairman: Randy Heady		
	Secretary: Sam Gibson		
	A motion was made and approved to retain the current slate of officers for FY-2025.		
	Motion to Approve		
	Motion made by: Laurin Wheaton		
ACTION	Motion seconded by: Dale Reagan		
	Vice Chairman Jeff Mason asked for discussion or comments on the motion.		
	Motion carried unanimously.		
	ADJOURN VICE CHAIRMAN JEFF MASON		
DISCUSSION	Vice Chairman Jeff Mason advised that he would accept a motion to adjourn.		
	Motion to Adjourn:		
	Motion made by: Dale Reagan		
ACTION	Motion seconded by: Steven Barlow		
	The Executive Committee voted unanimously to adjourn the December 18, 2024		
	meeting.		
CONCLUSION			
9:25 a.m.			

Jeff Mason, Vice Chairman

Jimmy Johnson, Secretary

# Upper Cumberland Development District Financial Report as of 12/31/2024

# **Total Agency Grant Related Expenditures**

Revenues			Program/Matching Revenues		
Federal Grantor Revenue	\$	2,795,837	CDBG Revenue	\$	90,276
State Grantor Revenue	\$	1,789,713	CDBG Revenue - ARP	\$	-
Contract Revenues	\$	265,893	State Match	\$	115,000
Program	\$	-	Dues	\$	118,120
Other Revenue	\$	19,796	Interest		1,575
Inkind	\$	5,650	Other	\$	5,945
TOTAL REVENUE	\$	4,876,889		\$	330,916
For an diamage					
Expenditures Salaries and Wages	ć	1,301,077	Non Grant Related Expenditures		
Employee Benefits & Taxes	\$ \$	419,464	Supplies	ć	572
Total Personnel Expenses	\$	1,720,541	Travel	\$ \$	2,043
Professional Fees	ې \$	97,006	Other	\$	
				\$	37,842
Supplies	\$ ¢	42,302	TOTAL EXPENSES	Ş	40,457
Communication & Advertising	\$	51,383		¢.	200 450
Postage & Shipping	\$	-	Revenue Over (Under) Exp	\$	290,459
Occupancy	\$	133,907	Match Requirement	\$	263,773
Equipment Rental & Maintenance	\$			\$	26,686
Travel/Fuel	\$	109,257			
Training	\$	-			
Vehicle Maintenance	\$	-			
Transportation Trips	\$	-			
Insurance	\$	-			
Assistance to Individuals	\$	128,423			
Printing	\$	-			
Contracted Services	\$	2,565,701			
Food	\$	-			
Miscellaneous	\$	6,471			
RTAP-Training	\$	-			
Job Access Trips	\$	-			
Fundraising Costs	\$	-			
Capital-Preventive Maintenance	\$	-			
Capital-Mobility Management	\$	-			
Reimbursable Capital Exp.	\$	-			
In-kind / CPE	\$	5,650			
Total Non-Personnel Expenses	\$	3,140,100			
Total Direct Program Expenses	\$	4,860,641			
Administrative Expenses	\$	280,021			
TOTAL EXPENSES	\$	5,140,662			
Program Match	\$	(263,773)			

# Cumberland Area Investment

Formatted: Left

**CUMBERLAND AREA INVESTMENT CORPORATION** 

USDA Rural Development REVOLVING LOAN FUND WORK PLAN

Revised February 2025

Current USDA guidelines: https://www.ecfr.gov/current/title-7/subtitle-B/chapter-XLII/part-4274

-	Formatted: Left
Section <mark>11</mark>	Formatted: Font: Bold
Revolving Loan Fund Strategy	Formatted: Font: Bold
Revolving Boan Fund Strategy	Formatted: Left, Tab stops: 0.43", Left + 3.25", Centered
A. <u>1.01</u> Name of the RLF Organization	Formatted: Font: 12 pt
The Cumberland Area Investment Corporation (CAIC) has been making, closing, and servicing business loans since April, 1983 <u>under the administration of the Upper</u>	
Cumberland Development District	Formatted: Font: 12 pt
<b>B<u>1.02</u>. List of the Counties Comprising the Lending Territory</b> The Cumberland Area Investment Corporation serves the following counties: Cannon, Clay,	
Cumberland, Dekalb, Fentress, Jackson, Macon, Overton, Pickett, Putnam, Smith, Van Buren, Warren and White Counties in middle Tennessee.	
<del>C.<u>1.03</u> Summarize Summary of</del> Region's CEDS	
The Upper Cumberland Region of Tennessee is comprised of 5,093 scenic square miles in the northeastern portion of central Tennessee and is home to approximately 352,000 residents. The region is made up of 14 counties, each of which are thriving in the face of challenge.	
While CAIC's top priority is still to help provide more and better jobs for the residents of the Upper Cumberland, there are also many issues that must be addressed. The region, like others, is experiencing stagnant wages and a lack of affordable housing and child care. The combination of these issues, among others, directly affects workforce availability. CAIC will continue to prioritize job growth in the region while working with its local partners to better understand the impact of these issues on the local workforce.	
In addition to the RLF financing strategy as outlined in section 1.05, the RLF will also focus on projects related to the following Comprehensive Economic Development Strategy goals:	
<u>1. Utility Infrastructure</u>	Formatted: Indent: Left: 0.5"
2. Tourism	Formatted: Indent: First line: 0.5"
3. Workforce Development	
4. Industrial Recruitment	
5. Entrepreneurial Development	Formatted: Font: Cambria, 12 pt

#### Additional information on each of these goals can be found at ucdd.org/publications.

D. The Upper Cumberland economy has many weaknesses. The most conspicuous is lack of good paying jobs-especially manufacturing jobs. The external forces that have been especially harmful have included international competition for apparel and other jobs. The region has lost practically all its apparel jobs since 1993. On the positive side, automotive plants in Tennessee and elsewhere have spawned a number of plants in the area. Tool and Die, plastic injection molding, filters, and various other auto-related products are now made in the Upper Cumberland Region. In addition, many new service sectors jobs have been emerging. The health care industry is especially important in this regard. This trend is expected to continue due to the aging of the area's population. Formatted: Font: 12 pt

Formatted: Font: 12 pt

The generally low level of economic development has fostered a number of social problems in the area. Elderly poverty is extremely high by state and national standards and services designed to help the elderly are in great demand. The area has a number of programs to address these needs, but they are inadequate in terms of funding. This is especially troublesome since the population of the area is aging more rapidly than the nation as a whole. Other social problems that are especially pronounced in the area include the lack of access to affordable health care and adequate housing. As divergent and far reaching as these problems are, the first step in attacking them can be summarized in a now recurrent theme — more and better jobs.

F. CAIC's top priority is still to help provide more and better jobs for the residents of the Upper Cumberland region. The last year has seen expansions in the operation of several industries and the announcement of Academy Sports building a mayor distribution facility in Putnam County ,that will create 700 new jobs for the region.

#### **PRIORITY PROJECTS (Top 5 Projects)**

1. Developing the port facilities and water transportation on the Cumberland River in Clay,

Jackson, and Smith Counties.

2. The funding for planning grants for several counties in the region.

3. The development of a quality workforce

4. The enhancement of rail service in the region. Completion of service from Nashville to

Knoxville is a major priority. Additions to the Caney Fork and Western short line in Warren

and White Counties are also needed.

5. The development of various infrastructure needs in the region. In addition to water, sewer,

roads, and gas broadband service is becoming especially important.

#### G1.04- Business Development Objectives

The Upper Cumberland Development District (UCDD) lies entirely within the Appalachian Region of Middle and East Tennessee. Because this 14-county region is characterized with both acute and chronic high unemployment and low wages, the primary economic development goal of the UCDD is to maintain a wide range of readily accessible employment opportunities for area residents through a diversified industrial base. The manufacturing sector provides the economic base for the region by accounting for about 20 percent of the total non-farm wage and salary employment. In the manufacturing sector of the Upper Cumberland Development District, only six-ten firms out of over 450-420 employ more than 500 persons. Manufacturing employment, however, has been declining in recent years both in absolute numbers and as a percentage of total employment. New firms that have been established have tended to be smaller and potentially more in need of CAIC assistance.

Therefore, the goal of the CAIC will be to assist eligible areas in the retention, expansion and creation of employment opportunities. The objectives of the program are to:

1. Create new jobs and retain existing jobs

2. Aid small business development

3. Increase per capita income

4. Increase tax base

5. Overcome specific gaps in <u>focal local</u> capital markets that inhibit firms from obtaining suitable credit

6. Stabilize and diversify an area's economy by providing employers with capital for startup and or expansion of locally owned businesses.

7. Provide capital for manufacturing and service companies using new technologies with an emphasis on growth industries.

8. Complement other State and Federal economic development loan programs.

Formatted: Font: 12 pt

Formatted: Font: 12 pt

Formatted: Font: 12 pt

9. Aid businesses owned and operated by minorities, women or by persons who are economically\_disadvantaged.

10. Leverage the minimum amount of public dollar with the maximum amount of private dollars.

11. Identify potential sources of additional capital for sustained growth and viability of the fund.

12. Strengthen relationships with our Regional Partners to help identify opportunities

for funding the creation, expansion, or retention of jobs in the Upper Cumberland.

Targeting criteria for the RFL will be based on five job development facts:

1. A large majority of new jobs are generated by small business

2. Most industries that locate or expand in the Upper Cumberland are classified as small business

3. Existing industry created more jobs than new industry

4. Small firms have the greatest difficulty in finding financing at a reasonable cost

5. Target tourism related businesses in Rural Counties, located more than ten miles from the nearest Interstate

All fourteen counties that make up the Upper Cumberland Development District are USDA Rural Development eligible counties. These fourteen counties are in critical need of <u>industrial high-skilled</u> jobs. Therefore, <u>RFL-RLF</u> resources will be targeted toward 1) the expansion of existing' small <u>industries companies</u> and 2<del>) the location of new small</del> <u>industrial operations</u>; the creation of new small commercial and industrial operations.

In addition to making loans, the RLF expects to aide business development and benefit unemployed\_workers through the following forms of assistance and services:

1. **Technical and Management Assistance**, Technical and management assistance will be provided by various federal, state, and local government agencies, EDA/USDA-supported university centers, the Small Business Development Center, and other groups composed of persons familiar with the effective administration of the funding process. These agencies will provide assistance in referring applicants to additional appropriate sources of funding, in developing market feasibility studies, conducting labor and resource survey, making environmental impact assessments, and referring applicants to qualified financial advisors (bankers, accountants, etc.).

**Formatted:** Space After: 0 pt, Line spacing: single, Don't adjust space between Latin and Asian text, Don't adjust space between Asian text and numbers

Formatted: Font: 12 pt

Formatted: Space After: 0 pt

-	Formatted: Font: 12 pt, Bold
1	Formatted: Font: 12 pt
-	Formatted: Font: 12 pt

2. **Linking jobs to the Long-Term Unemployed.** The RLF staff intends to cooperate with and utilize the services of the Upper Cumberland Human Resource Agency and the Tennessee Department of Employment Security in the area, area development authorities and chambers of commerce, as well as local financial institutions to work toward benefiting the long-term unemployed and low-income minority persons.

#### H.<u>1.05</u> RLF Financing Strategy

The financing strategy for the RLF program is to work alongside both the existing financial community and our region's economic development ecosystem to bridge the gaps in available capital projects. As with other sections of the country the banking industry is faced with ever increasing regulations and scrutiny on their lending processes. This has caused difficulty for small businesses both in their creation and in their growth. Access to the revolving loan fund has become vital to many entrepreneurs and small business owners to fund part or all of their capital needs. The Upper Cumberland Development District will work with not only our financial partners but also the following organizations:

- The Small Business Development Center
- Tennessee Tech University
- The Biz Foundry, Upper Cumberland's entrepreneur center
- All area Chambers of Commerce

• Upper Cumberland Development District's RLF funded through the Economic Development Administration

- State of Tennessee Department of Economic and Community Development
- Tennessee Valley Authority
- Local Workforce Development Entities

Accounting Principles

CAIC's financing strategy will operate utilizing the following accounting principles.

- \_\_\_\_\_\_CAIC will operate in accordance with generally accepted accounting principles ("GAAP") as in effect from time to time in the United States and the provisions outlined in OMB Circular A-133 and the Compliance Supplement, as applicable.
- 2.) CAIC will maintain a loan loss reserve as required by USDA Rural Development Policy.

Formatted: Space After: 0 pt Formatted: Font: 12 pt, Bold Formatted: Font: 12 pt

Formatted: Font: 12 pt, Underline
Formatted: Font: 12 pt

Formatted: Font: 12 pt
Formatted: Font: 12 pt
Formatted: Space After: 0 pt, Line spacing: single,

Don't adjust space between Latin and Asian text, Don adjust space between Asian text and numbers

Formatted: Font: 12 pt

- Formatted: Font: Cambria, Bold, Not Italic
- Formatted: Font: 12 pt, Bold
- Formatted: Font: 12 pt

Formatted: Font: Cambria, 12 pt

**Formatted:** List Paragraph, Bulleted + Level: 1 + Aligned at: 0.25" + Indent at: 0.5"

#### Formatted: Font: 12 pt

Formatted: List Paragraph, Bulleted + Level: 1 + Aligned at: 0.25" + Indent at: 0.5"

#### **I. RLF Financing Policies**

#### **1.06 RLF Financing Policies**

All Ultimate Recipient loans will, at a minimum, follow the applicable USDA policies as outlined in Part 4274, Subpart D of Title 7, Subtitle B, Chapter 42- Intermediary Relending Program (IRP), in addition to any policies approved by the Board of Directors of CAIC.

The financing policies and techniques that will be used to address the financial problems of the area and to achieve the goals of the RLF project include the following projections:

a. The estimated number of loans to be made per year is ten (10).

b<sub>\*</sub> The average size of a loan from RLF will be approximately \$150,000. No individual loan will

#### be made for more than \$25,000.00

c. No more than 30% of RLF funds will be used for working capital loans.

#### **Eligibility Requirements**

- <u>An Ultimate Recipient must be an individual: a public organization: a private</u>
   <u>organization: or other legal entity.</u>
- The Ultimate Recipient must have the legal authority to incur the debt and carry out the purpose of the loan.
- An individual Ultimate Recipient must be a citizen. In the case of an entity ultimate recipient, at least 51 percent of the outstanding membership or ownership of the entity must be citizens.
- The project or proposed site must be located in the Upper Cumberland Region. serving an eligible rural area. Funds may also be used for community projects that predominantly serve rural residents of the Upper Cumberland. Predominantly serves means more than 50 percent of the ultimate recipient's service is to rural residents of a State.
- The Ultimate Recipient must be unable to finance the entirety of the proposed project from its own resources, or through commercial credit or from other Federal, State, or local programs at reasonable rates and terms.
- The Intermediary (CAIC/UCDD) and its principals (including immediate families) must hold no legal or financial interest or influence in or with the ultimate recipient as this is considered a conflict of interest, as defined. However, this paragraph does not prevent an intermediary that is organized as a cooperative from making a loan to one of its members per § 4274.321(b)(4) of this subpart. Additionally, the ultimate recipient must, along with its principals (including their immediate families), hold no legal or financial interest or influence in or with the intermediary as per § 4274.321(b)(4) as this is considered a conflict of interest, as defined.

Formatted: Font: 12 pt, Not Bold, Underline

Formatted: Font: 12 pt

Formatted: Font: 12 pt, Not Bold Formatted: Font: 12 pt

Formatted: Font: 12 pt, Bold
Formatted: Font: Cambria, 12 pt
Formatted: Font: Cambria, 12 pt
Formatted: Font: Cambria, 12 pt
Formatted: List Paragraph, Bulleted + Level: 1 + Aligned at: 0.25" + Indent at: 0.5"
Formatted: Font: Cambria, 12 pt

Formatted: Font: Cambria, 12 pt
Formatted: Font: Cambria, 12 pt

Formatted: List Paragraph, Space Before: 12 pt, Bulleted + Level: 1 + Aligned at: 0.25" + Indent at: Formatted: Font: Cambria, 12 pt

- An Ultimate Recipient and any of its principals are ineligible if they have any federal delinquent debt or are debarred from engaging in business with the Federal government. IRP loan funds may not be used to satisfy any Federal delinquent debt or used to make an otherwise ineligible ultimate recipient eligible for IRP loan funds.
- Ultimate Recipients must demonstrate, to USDA's satisfaction, that loan funds will
   remain in the United States and the facility being financed will primarily create new
   or save existing jobs for rural U.S. residents in the region.

#### Eligible Loan Purposes and Projects

Ultimate recipients receiving loans from an IRP revolving loan fund must use those loans for business or community development projects and for projects that predominately serve communities and residents in rural areas. Projects include promoting community development, establishing new businesses, establishing and supporting microlending programs, and creating or retaining employment opportunities.

- Eligible loan purposes include:
- Business and industrial acquisitions when the loan will keep the business from closing, prevent the loss of employment opportunities, or provide expanded job opportunities.
- Business construction, conversion, enlargement, repair, modernization, or development.
- Purchase and development of land, easements, rights-of-way, buildings, facilities, leases, or materials.
- Purchase of equipment, leasehold improvements, machinery, or supplies.
- Pollution control and abatement.
- Transportation services.
- Start-up operating costs and working capital.
- Interest (including interest on interim financing) during the period before the facility becomes income producing, but not to exceed three years.
- Feasibility studies.

Debt refinancing:

- It is the responsibility of CAIC to make prudent lending decisions based on sound underwriting principals when reviewing a request to restructure the debt of an ultimate recipient.
- <u>Refinancing is allowed if CAIC has determined that the project is viable, and</u>
   <u>refinancing is necessary to create new or save existing jobs or create or</u>
   <u>continue a needed service.</u>
   Formatted: Font: 12 pt

Formatted: Font: Cambria, 12 pt

Formatted: Font: Cambria, 12 pt

Formatted: List Paragraph, Bulleted + Level: 1 + Aligned at: 0.25" + Indent at: 0.5"

Formatted: Font: Cambria, 12 pt Formatted: Font: Cambria, 12 pt

Formatted: Font: 12 pt

Formatted: Font: 12 pt, Bold

Formatted: Font: 12 pt

Formatted: Font: Cambria, 12 pt

Formatted: Font: 12 pt

Formatted: Font: 12 pt

Formatted: Font: Cambria, 12 pt

**Formatted:** List Paragraph, Bulleted + Level: 1 + Aligned at: 0.25" + Indent at: 0.5"

- Reasonable fees and charges to the Ultimate Recipient are allowed as specifically outlined in paragraph (b)(2)(xi) of Title 7 / Subtitle B / Chapter 42 / Part 4274.320 and should be fully documented and justified:
  - <u>Authorized fees including loan documentation fees, and fees for recording a</u> collateral lien, environmental data collection fees, management consultant fees, and other fees for services rendered by professionals in relation to the loan project.
  - Fees are to be reasonable and customary in the community or region where the project is located.
  - <u>Additional charges to the ultimate recipient, whether by a fee or interest rate</u> increase, for an intermediary's costs related to loan participations are not allowed
- Hotels, motels, tourist homes, bed and breakfast establishments, nonowneroccupied real estate, convention centers, and other tourist and recreational facilities except as listed in Ineligible Loan Purposes and prohibited by Title 7 / Subtitle B / Chapter 42 / Part 4274.321. These types of facilities are allowed when the pro rata value, supported by an analysis of the supporting real estate appraisal, of the owner's living quarters is deleted from the appraised value.
- Educational institutions
- <u>Revolving lines of credit provided the portion of CAIC's total IRP revolving loan fund</u> that is committed to, or in use for revolving lines of credit, will not exceed 25 percent at any time.
  - The outstanding balance of the revolving line of credit must be reduced to zero at least once each year.
  - <u>Lines of credit must be approved for a specific maximum amount and specific</u> <u>maximum time period, not to exceed two years</u>.
  - <u>A detailed description of how the revolving line of credit will be managed and</u> operated must be added to the Intermediary's work plan and include evidence that there is an adequate system for interest calculations on varying balances and monitoring and control of the ultimate recipient's cash, inventory, and accounts receivable,
  - <u>If USDA determines that the intermediary's operation of revolving lines of</u> <u>credit is causing excessive risk of loss for CAIC or the government, USDA may</u> <u>terminate CAIC's authority to use the IRP RLF for revolving lines of credit via</u> <u>written notice</u>.
- <u>Aquaculture and hydroponics defined in Title 7/ Subtitle B / Chapter 42 / part</u>
   <u>4274.302</u>
- <u>Commercial fishing</u>
- <u>Commercial nurseries engaged in the production of ornamental plants and trees and</u> <u>other nursery products such as bulbs, flowers, shrubbery, flower and vegetable</u> <u>seeds, sod, and the growing of plants from seed to the transplant stage.</u>

Formatted: Font: Cambria, 12 pt

Formatted: Font: 12 pt Formatted: Font: Cambria, 12 pt

-	Formatted: Font: 12 pt
-	Formatted: Font: Cambria, 12 pt
1	Formatted: Font: 12 pt
1	Formatted: Font: Cambria, 12 pt
-	Formatted: Font: 12 pt
	Formatted: Font: Cambria, 12 pt
-	Formatted: Font: 12 pt
+	Formatted: Font: Cambria, 12 pt
1	Formatted: Font: 12 pt
1	Formatted: Font: Cambria, 12 pt
1	Formatted: Font: 12 pt
	Formatted: Font: Cambria, 12 pt
	Formatted: Font: 12 pt
-	Formatted: Font: Cambria, 12 pt

1	Formatted: Font: 12 pt
-	Formatted: Font: Cambria, 12 pt
-	Formatted: Font: 12 pt
-	Formatted: Font: Cambria, 12 pt
1	Formatted: Font: 12 pt
1	Formatted: Font: Cambria, 12 pt
-	Formatted: Font: 12 pt

- Forestry, which includes businesses primarily engaged in the commercial operation of timber tracts, tree farms, and forest nurseries and related activities such as reforestation.
- Value-added production
- Housing, for community development purposes only
  - Limited to working capital, equipment, pre-business development costs, and other such business purposes.
  - <u>Permissible uses also include assisting a housing project planner, a housing project builder, a construction sub-contractor for indirect soft costs (architectural, engineering, and legal fees), or for any business-related aspect of a housing project that is separate from the sale/purchase transaction to transfer ownership.</u>
  - USDA JRP funds may not be used to assist in the purchase of residential housing.

#### Loan Participations

Loan participations to eligible Ultimate Recipients by eligible Intermediaries are allowed in the IRP program provided they meet the requirements listed in Title 7/Subtitle B/Chapter 42/Part 4274.320 (c) (1) through (5).

- Loans must be to eligible Ultimate Recipients and for eligible loan purposes.
- <u>Participation agreements between the lead lender and buying participants must be</u>
   <u>executed with each transaction</u>. An open-ended participation agreement is not allowed.
- The Participation Agreement must address:
  - The obligation of the lead lender to furnish timely credit information and to provide notification of any material changes in the borrower's status.
  - <u>Requirements that the lead lender must consult with participants and obtain</u> <u>consent prior to making any modifications or before taking action on</u> <u>defaulted loans.</u>
  - The specific rights and remedies available to the lead and participating lenders upon borrower default.
- Loans where 50% or more of the funds are used to refinance a lead lender's existing loan are ineligible. A take out loan or terming out a construction loan are not considered refinancing.

#### Formatted: Font: Cambria, 12 pt

Formatted: Font: 12 pt
Formatted: Font: Cambria, 12 pt
Formatted: Font: 12 pt
Formatted: Font: Cambria, 12 pt
Formatted: Font: 12 pt
Formatted: Font: Cambria, 12 pt
Formatted: Font: 12 pt
Formatted: Font: Cambria, 12 pt
Formatted: Font: 12 pt
Formatted: List Paragraph, Bulleted + Level: 2 + Aligned at: 0.75" + Indent at: 1"
Formatted: Font: 12 pt
Formatted: Font: Cambria, 12 pt
Formatted: Font: 12 pt

Formatted: Font: 12 pt, Bold Formatted: Font: 12 pt

Formatted: Font: Cambria, 12 pt Formatted: List Paragraph, Bulleted + Level: 1 + Aligned at: 0.25" + Indent at: 0.5" Formatted: Font: 12 pt

Formatted: Font: Cambria, 12 pt

• To prevent an exclusive relationship, no more than 50% of an Intermediary's loan funds may be used to purchase loans from any individual lender or affiliation of lenders. Additionally, no more than 50% of the total intermediary loan funds to Ultimate Recipients may be sold or participated to an individual lender or affiliation of lenders. Intermediaries may request an exception to these limits with a review from USDA.

#### Ineligible Loan Purposes

- <u>RLF funds may not be used merely as a substitute for private capital</u>,
- Loan amounts above what is needed to accomplish the purpose of the project
- Distribution, payment, or loans to the owner, partners, shareholders, or beneficiaries of the ultimate recipient or members of their families when such persons will retain any portion of their equity, or control, in the Ultimate Recipient.
  - <u>The sale of a business among immediate family members is allowed</u> <u>provided:</u>
    - The selling family member does not retain ownership interest, and
    - The price paid is deemed to be reasonable based upon an appraisal acceptable to the USDA.
- Loans to charitable institutions and fraternal organizations that do not have revenue from sales or fees, or stable revenue source to support their organization and repay the loan.
- Assistance to Federal government employees, active-duty military personnel, employees of the intermediary, or any organization for which such persons are directors or officers or have 20 percent or more ownership.
- A loan to an ultimate recipient that has an application pending with or a loan outstanding from another intermediary entity involving an IRP revolving loan fund if the total of all IRP loans exceeds the limits established per USDA (Title 7/Subtitle B/Chapter 42/ Part 4274.331(c)).
- Agricultural production, unless specifically permitted per Eligible Loan Purposes in Part 4274.320 (b) (15) through (19) of Title 7/Subtitle B/ Chapter 42,
- The transfer of ownership of a business, unless the loan will prevent the closure of the business or loss of employment opportunities in the region, or provide expanded job opportunities.
- Community antenna television services of facilities.
- Any illegal activity.
- Any project that is in violation of either a Federal, State, or local environmental protection law or regulation or an enforceable land use restriction unless the assistance given will result in curing or removing the violation.
- Loans to lending and investment institutions and insurance companies.
- Golf courses, race tracks, or gambling facilities.

**Formatted:** List Paragraph, Bulleted + Level: 1 + Aligned at: 0.25" + Indent at: 0.5"

Formatted: Font: 12 pt Formatted: Font: Cambria, 12 pt

Formatted: Font: 12 pt, Bold

Formatted: Font: Not Bold

Formatted: Font: Not Bold Formatted: Font: Cambria, 12 pt

Formatted: Font: Cambria, 12 pt

**Formatted:** List Paragraph, Bulleted + Level: 1 + Aligned at: 0.25" + Indent at: 0.5"

Formatted: Font: 12 pt Formatted: Font: Cambria, 12 pt

Formatted: Font: 12 pt

Formatted: Font: Cambria, 12 pt

Formatted: Font: 12 pt

**Formatted:** List Paragraph, Bulleted + Level: 3 + Aligned at: 1.25" + Indent at: 1.5"

Formatted: Font: 12 pt

Formatted: Font: Cambria, 12 pt Formatted: List Paragraph, Bulleted + Level: 1 +

Aligned at: 0.25" + Indent at: 0.5"

Formatted: Font: 12 pt

Formatted: Font: Cambria, 12 pt

Formatted: Font: Cambria, 12 pt

Formatted: Font: Cambria, 12 pt

0	Additionally, an entity is ineligible if it derives more than 15 percent of its	
	annual gross revenue (including any lease income from space or machines)	
	from gambling activity, excluding State-authorized lottery proceeds or	
	Tribal-authorized gambling proceeds, as approved by the USDA, conducted	
	for the purpose of raising funds for the approved project.	

#### 1.07 RLF Portfolio Standards

#### Loan TermsLimits

- Maximum Loan amount <u>The maximum loan amount for any single loan to an</u> <u>Ultimate Recipient will be</u>\$250,000.00.
- The maximum amount of an IRP loan made by an Intermediary to an Ultimate Recipient, whether directly or held through loan participation and including the balance of any existing Ultimate Recipient loans, shall be the lesser of:
  - o \$400,000; and
  - Fifty percent of the originally- approved USDA IRP loan amount to an intermediary (including the unpaid balance of any existing ultimate recipient loans).
    - The original Intermediary loans are as follows:
      - IRP 2: \$2,000,000
      - IRP 3: \$992,500
      - IRP 4: \$750,000
      - IRP 5: \$524,207
  - <u>No individual loan to an Ultimate Recipient shall exceed the lesser of these</u> two limits.

#### <u>Loan Terms</u>

- \_\_\_Real Property: fixed for 15-7 to 20 years
- Equipment:
  - o 7 to 10 years Computer software and hardware: 3 years
    - If included with other equipment purchases and would not make up more than 25% of the total loan
  - Specialized Machinery and Equipment: 5 years
  - General Machinery and Equipment: 7-10 years
- Working Capital 3 to 5 years

Interest Rate

Formatted: Font: Cambria, 12 pt Formatted: List Paragraph, Bulleted + Level: 2 + Aligned at: 0.75" + Indent at: 1"

Formatted: Font: Cambria, 12 pt

Formatted: Font: 12 pt

Formatted: Font: 12 pt

Formatted: Font: 12 pt

Formatted: Font: Cambria, 12 pt

**Formatted:** List Paragraph, Bulleted + Level: 1 + Aligned at: 0.25" + Indent at: 0.5"

Formatted: Font: 12 pt

Formatted: Font: Cambria, 12 pt

**Formatted:** List Paragraph, Bulleted + Level: 2 + Aligned at: 0.75" + Indent at: 1"

Formatted: Font: Cambria, 12 pt

1	Formatted			
1	Formatted: Font: Cambria, 12 pt			
l	Formatted: Font: Bold			
l	Formatted: Font: 12 pt, Bold			
l	Formatted: Font: Cambria, 12 pt			
	Formatted: List Paragraph, Bulleted + Level: 1 + Aligned at: 0.25" + Indent at: 0.5"			
l	Formatted: Font: Cambria, 12 pt			
1	Formatted: Font: Cambria, 12 pt			
1	Formatted: List Paragraph, Bulleted + Level: 1 + Aligned at: 0.25" + Indent at: 0.5"			
(	Formatted			
ſ	Formatted: Font: Cambria, 12 pt			
1	Formatted: List Paragraph, Bulleted + Level: 2 + Aligned at: 0.75" + Indent at: 1"			
ſ	Formatted: Font: Cambria, 12 pt			
1	Formatted: Font: Bold			
1	Formatted: Normal, No bullets or numbering			
ſ	Formatted: Font: Cambria, 12 pt, Bold			

- <u>Interest rates will be determined by reviewing the strength of the project, number</u>
   <u>of jobs created, economic impact, financial stability of the borrower, strength of</u>
   <u>collateral, current market rates, and more.</u>
- Loans to eligible borrowers will be made at interest rates and under conditions determined by the Intermediary to be appropriate in achieving the goals of the RLF.
- The lowest rate offered will be sufficient to cover the loan's proportional share of the IRP revolving loan fund's debt service reserve and administrative costs. Exceptions to this may be made by the Board of Directors in order to make loans to Ultimate Recipients in fields that are determined to be of greater need in the Region, such as child care.

#### Loan Requirements and Documentation

Loans to an Ultimate Recipient will require the following:

- <u>Certification by the Intermediary that:</u>
  - o The Ultimate Recipient is eligible for the loan
  - The loan is for an eligible purpose
  - USDA IRP funds are not more than 75% of the total project costs
  - $_{\odot}$   $\,$  The loan complies with all applicable statutes and regulations
  - The ultimate recipient is unable to finance the proposed project through commercial credit or other Federal, State, or local programs at reasonable rates and terms
  - <u>The intermediary and its principal officers (including immediate family) hold</u>
     <u>no legal or financial interest or influence in the ultimate recipient, and the</u>
     <u>ultimate recipient and its principal officers (including immediate family) hold</u>
     <u>no legal or financial interest or influence in the intermediary. The interest</u>
     <u>and influence of a cooperative member when the intermediary is a</u>
     <u>cooperative is an allowable exception to this paragraph.</u>
- A completed and executed request for environmental information on a form
   provided by the USDA for projects that meet the criteria for a NEPA review
   categorical exclusion, NEPA environmental assessment or NEPA environmental
   impact statement in accordance with § 4274.305(b)(2). The Intermediary is
   exempted from completion of this item when making loans with revolved
   funds.
- <u>All comments obtained in accordance with § 4274.305(a) regarding</u> <u>intergovernmental consultation (if required). The Intermediary is exempted from</u> <u>completion of this item when making loans with revolved funds.</u>
  - <u>Copies of sufficient material from the ultimate recipient's application and the</u> intermediary's related files to allow USDA to determine the:
  - <u>Name, address, Unique Entity Identifier, Federal ID number, and North</u>
     <u>American Classification System (NAICS) Code of the ultimate recipient;</u>

Forn	natted: Font: Cambria, 12 pt
	natted: Bulleted + Level: 1 + Aligned at: 0.25" + nt at: 0.5"
Forn	natted: Font: Cambria, 12 pt
Forn	<b>natted:</b> Font: Cambria, 12 pt
Forn	<b>natted:</b> Font: Cambria, 12 pt
Forn	<b>natted:</b> Font: Cambria, 12 pt
Forn	<b>natted:</b> Font: Cambria, 12 pt
	natted: Justified, Bulleted + Level: 1 + Aligned at: ' + Indent at: 0.5"
Forn	natted: Font: Not Bold
Forn	natted: Indent: Left: 0.5", No bullets or
Forn	natted: Font: Bold
Forn	natted: Font: Cambria, 12 pt, Bold
Forn	<b>natted:</b> Font: Cambria, 12 pt

Formatted: Font: Bold

Formatted: Font: Cambria, 12 pt
Formatted: Font: 12 pt
Formatted: Font: Cambria, 12 pt
Formatted: Font: 12 pt

- o Loan purpose;
- Interest rate and term;
- <u>Location, nature, and scope of the project being financed;</u>
- o <u>Uses and sources of funds; and</u>
- o <u>Nature and lien priority of the collateral</u>,
- Other information requested by USDA

#### Loan Documents

The standard loan documents must include, at a minimum, the following:

- Loan application:
- Loan agreement;
- Board of directors' meeting minutes approving the RLF loan:
- Promissory note;
- Security agreement(s):
- Deed of trust or mortgage (as applicable):
- Documentation of environmental review (as applicable):
- Agreement of prior lien holder (as applicable)
- Borrowers will obtain required property and flood hazard insurance, when applicable. Insurance must be applied for prior to the loan closing or disbursement.

#### Additional CAIC Guidelines

- <u>d. The</u> CAIC <u>Administrative Board</u> has the authority to implement special financing such as approval of a temporary moratorium on principal payments because of temporary difficulty or extenuating circumstances which a deserving <u>industrial</u> project may be experiencing.
- e-In the determination of collateral requirements, the grantee may consider the merits and potential economic benefits of each request. When appropriate and practical, RLF financing may be secured by liens or assignment of rights in assets of assisted firms as follows:
  - i-In order to encourage financial participation in a direct or fixed asset loan project by other lenders and investors, the lien position of the RLF may be subordinate and made inferior to lien or liens securing other loans made in connection with the project.
  - <u>ii</u>-In projects involving direct working capital loans, the RLF will normally obtain collateral such as liens on inventories, receivables, fixed assets and/or other available assets of borrowers. Such liens may be subordinate only to existing liens of record and other loans involved in the project.

Formatted: Font: Cambria, 12 pt
Formatted: Font: 12 pt
Formatted: Font: Cambria, 12 pt
Formatted: Font: 12 pt
Formatted: Font: Cambria, 12 pt
Formatted: Font: 12 pt
Formatted: Font: Cambria, 12 pt
Formatted: Font: 12 pt
Formatted: Font: Cambria, 12 pt
Formatted
Formatted: Font: 12 pt
Formatted: Font: Cambria, 12 pt
Formatted: List Paragraph
Formatted: Font: Cambria
Formatted: Font: Cambria, Bold
Formatted: No bullets or numbering
Formatted: Font: Cambria, 12 pt
Formatted: List Paragraph, Bulleted + Level: 1 + Aligned at: 0.25" + Indent at: 0.5"

Formatted: Font: 12 pt, Bold

Formatted: Font: 12 pt

Formatted: List Paragraph, Bulleted + Level: 1 + Aligned at: 0.25" + Indent at: 0.5"

**Formatted:** List Paragraph, Bulleted + Level: 2 + Aligned at: 0.75" + Indent at: 1"

- <u>iii.</u> In projects involving guaranteed loans in the revolving phase, the lending institution ordinarily will be required to maintain a collateral position, of which the RLF is subrogated, in the assets of the borrower and/or principals of the borrower such as by taking liens on inventories, receivables, fixed assets, and/or other available assets of borrowers.
- <u>iv.</u> In addition to the above types of security, the RLF may also require security in form of assignment of patents and licenses, the acquisition of hazard and other forms of insurance, and such other additional security as the grantee determines is necessary to support the RLF's exposure.
- v-RLF loan requests submitted by closely held corporations, partnerships, or proprietorships dependent for their continuing success on certain individuals will ordinarily be expected to provide and assign to the RLF life insurance on these key persons. Personal guarantees may also be required from principal owners, as appropriate.
- f. The terms of existing loans may be modified or extended to enhance the capability 
   of the RLF in achieving program objectives.
- g\_-RLF will continue to consider loan guarantees as an eligible activity.
- h-Proceeds from interest payments will be returned to the RLF for additional loans with the exception of that amount used-for administrative purposes.
- i-Loan organization fees and other such charges may be waived to encourage participation.
- Non-Relocation Prohibition. No portion of the loan funds shall be used in any way to assist in a transfer of jobs relocating from one labor marker area to another.

The RLF staff will utilize other state and federal program funding whenever feasible either in lieu of or in conjunction with RLF funds.

#### Project Standards Eligibility

.

In order to achieve the economic objectives of the RLF and address the financial problems of the area, certain standards have been adopted. These standards include the following:

1. An increase of approximately 300 created/retained jobs can be projected, with a portfolio minimum goal of \$2,500.00 of RLF money for each job created/retained. The RLF's target job/cost ratio is one job created or retained per every \$35,000 RLF proceeds used.

2. The RLF program will attempt to direct 30% of all jobs created to the long-term unemployed, under-employed, and displaced farm families.

Formatted: List Paragraph, Bulleted + Level: 1 + Aligned at: 0.25" + Indent at: 0.5"

Formatted: Font: 12 pt Formatted: List Paragraph

Formatted: Font: 12 pt

Formatted: Font: 12 pt
Formatted: Font: 12 pt

3. Priority will be given to loan applicants who meet the needs of the target population by providing permanent jobs and training opportunities for unskilled and semi-skilled workers.

4. Industries and businesses which provide permanent jobs and training opportunities for the target population of unemployed, under-employed, and minority citizens and meet the established RLF criteria can be considered eligible for a loan. Borrowers may either be expanding or establishing a business which will address local need by providing employment for the target group.

5. RLF has a goal to target a portion of its funding toward minority-owned or minoritycontrolled businesses and toward women's business development.

6. The intermediary will require, as a condition of eligibility for a loan to an ultimate recipient from Agency RLF loan funds, that the ultimate recipient certify in writing that it will employ at least 20% but less than 30% of its workforce from members of families with income below the poverty line.

57. CAIC will require, as a condition of eligibility for a loan to an ultimate recipient from Agency-USDA RLF loan funds, a signed bank turn down letter\_the Credit Elsewhere Certification\_demonstrating that credit is not otherwise available on terms and conditions that permit the completion or successful operation of the activity to be financed. CAIC will accept alternate documentation only under certain circumstances as approved by the Board of Directors.

These standards underline the goals of the RLF in working toward alleviating the problems brought about by unemployment, under employment, and low income minority persons in the Upper Cumberland region. Any changes in need which would require change in stated standards would have to be approved first by USDA Rural Development.

The structure of this RLF program prohibits RLF funds being used merely as a substitute for private capital.

Additionally all RLF loans should meet the following USDA Rural Development guidelines:

Uses of capital.

<u>(A) General.</u>

RLF Capital shall be used for the purpose of making RLF loans that are consistent with an RLF Plan or such other purposes approved by USDA Rural Development to ensure that RLF

-	Formatted: Font: 12 pt
-	Formatted: Font: 12 pt
-	Formatted: Font: 12 pt

funds are used as intended, each loan agreement must clearly state the purpose of each loan.

(B) Restrictions on the use of RLF Capital

(1) Acquire an equity position in a private business;

(2) Subsidize interest payments on an existing RLF loan;

(3) Provide for borrowers' required equity contributions under other Federal Agencies' loan programs;

(4) Enable borrowers to acquire an interest in a business either through the purchase of stock or through the acquisition of assets, unless sufficient justification is provided in the loan documentation. Sufficient justification may include acquiring a business to save it from imminent closure or to acquire a business to facilitate a significant expansion or increase in investment with a significant increase in jobs. The potential economic benefits must be clearly consistent with the strategic objectives of the RLF;

(5) Provide RLF loans to a borrower for the purpose of investing in interest bearing accounts, certificates of deposit or any investment unrelated to the RLF; or

(6) Refinance existing debt, unless:

(i) The RLF Recipient sufficiently demonstrates in the loan documentation a *"sound economic justification"* for the refinancing (e.g., the refinancing will support additional capital investment intended to increase business activities). For this purpose, reducing the risk of loss to an existing lender(s) or lowering the cost of financing to a borrower shall not, without other indicia, constitute a sound economic justification; or

(ii) RLF capital will finance the purchase of the rights of a prior lien holder during a foreclosure action which is necessary to preclude a significant loss on an RLF loan. RLF Capital may be used for this purpose only if there is a high probability of receiving compensation from the sale of assets sufficient to cover an RLF's costs plus a reasonable portion of the outstanding RLF loan within eighteen (18) months following the date of refinancing.

#### **RLF Portfolio Standards**

#### Interest rates

(1) *General rule.* An RLF Recipient may make loans to eligible borrowers at interest rates and under conditions determined by the RLF Recipient to be appropriate in achieving the goals of the RLF. The minimum interest rate an RLF Recipient may charge is four (4) percentage points below the lesser of the current money center prime interest rate quoted in the *Wall Street Journal*, or the maximum interest rate allowed under State law. In no event shall the interest rate be less than the lower of four (4) percent or 75 percent of the prime interest rate listed in the *Wall Street Journal*.

(2) *Exception.* Should the prime interest rate listed in the *Wall Street Journal* exceed fourteen (14)

percent, the minimum RLF interest rate is not required to be raised above ten (10) percent if doing so compromises the ability of the RLF Recipient to implement its financing strategy.

#### **Private leveraging**

(1) RLF loans must leverage private investment of at least two dollars for every one dollar of such RLF loans. This leveraging requirement applies to the RLF portfolio as a whole rather than to individual loans and is effective for the duration of the RLF's operation. To be classified as leveraged, private investment must be made within twelve (12) months of approval of an RLF loan, as part of the same business development project, and may include:

(i) Capital invested by the borrower or others;

(ii) Financing from private entities; or

(iii) The non-guaranteed portions and ninety (90) percent of the guaranteed portions of the U.S. Small Business Administration's 7(A) loans and 504 debenture loans.

(2) Private investments shall not include accrued equity in a borrower's assets.

#### Section H2

#### **Operational Procedures**

#### A.2.01 Organizational Structure

Composition/Role of governing body and RLF lending board

The RLF will be administered by the Cumberland Area Investment Corporation (CAIC). CAIC is a nonprofit corporation formed in 1982, with the purpose of fostering public/private businesses in the Upper Cumberland Development District region. Since its

1	Formatted: Font: 12 pt, Bold
1	Formatted: Font: 12 pt
-	Formatted: Font: 12 pt, Bold
1	Formatted: Font: 12 pt
ľ,	Formatted: Font: 12 pt, Bold
Ì	Formatted: Font: 12 pt
Ì	Formatted: Font: 12 pt, Bold
	Formatted: Font: 12 pt

beginning CAIC has created, through closed loans and approved loans in the pipeline, over <u>3,500 jobs</u>.

The Cumberland Area Investment Corporation is comprised of no less than twenty-five (25) persons to be known as "members". Such members shall consist of the County Executives from each of the following counties: Cannon, Clay, Cumberland, Dekalb, Fentress, Jackson, Macon, Overton, Pickett, Putnam, Smith, Van Buren, Warren, and White Counties and one (1) at large local government public officialCity Mayor, from each County to be selected by the County Executive. The term of the at-large members selected by the County Executives shall be for one (1) year with eligibility for re-appointment or until the member chooses to resign or is replaced by the Board of Directors.

Formatted: Font: 12 pt, Font color: Red
Formatted: Font: 12 pt, Font color: Red
Formatted: Font: 12 pt

Formatted: Font: 12 pt

Formatted: Font: 12 pt

#### **Board of Directors**

#### Section 1. Membership

There shall be a Board of Directors which shall consist of fourteen (14) voting members, to act for the Members of the Corporation and to carry on the activities of the Corporation.

The Chairman of the Upper Cumberland Development District will serve as an ex-officio member of the Corporation.

#### Section 2. Selection

The members of the Board of Directors shall be elected by the Membership at the annual membership meeting.

#### Section 3. Officers

The officers of the Board of Directors shall also serve as the officers of the Membership.

#### Section 4. Vacancies

In the event of a vacancy occurring for any cause among the members, the vacancy for the remainder of the term shall be filled by member appointed by the Board of Directors.

#### **Loan Review Committee**

The Membership may elect a minimum of five (5) qualified individuals to serve as an advisory committee to review and make recommendations to the Board of Directors on loan applications made by the Corporation. This committee shall not have the authority to make any management decisions relating to loan making and servicing; the Board of Directors reserves such authority. Formatted: Font: 12 pt, Bold

Individuals elected to serve on the Loan Review Committee shall serve one (1) year term each with eligibility for reappointment, such terms to commence at the Annual Membership Meeting.

All loans, before being acted upon by the UCDD Board of Directors, must first be reviewed by the Loan Review Committee. The Loan Review Committee is composed of local loan officers, bank presidents and other qualified economic development professionals, who advise the UCDD Board of Directors on each loan's fiscal soundness and feasibility.

#### Loan Review Committee Guidelines

In providing guidance for the evaluation of potential loans, the governing board requires that the loan review committee take into consideration the following guidelines:

- <u>Credit standards</u>
- The character and credit worthiness of the borrower.
- The capacity of the borrower to repay the loan.
- The capital position of the business
- Collateral value and type
- The conditions of the marketplace

#### Analysis of Loans

- <u>The RLF will request a credit history and credit score on each applicant</u>.
   <u>The staff & loan review committee will compare all information listed with</u> the application and any financial statements provided.
- The applicant will be required to submit the following information:
  - o The two most recent tax returns.
  - The current and last two years balance sheet.
  - The current and last two years profit/loss statement.
  - The borrower must submit annual verifiable reports on the number of employees (full-time, part-time and/or seasonal).
  - The borrow must provide tax returns, balance sheet, and profit/loss statements throughout the life of the loan as requested.
  - Environmental impact of project.
- <u>An explanation of the industry, occupation and economic environment of the business.</u>

The governing board views these types of loans to be desirable:

Formatted: Font: Bold

Formatted: Font: Cambria, 12 pt

**Formatted:** List Paragraph, Bulleted + Level: 1 + Aligned at: 0.25" + Indent at: 0.5"

Formatted: Font: Cambria, 12 pt

**Formatted:** List Paragraph, Bulleted + Level: 1 + Aligned at: 0.25" + Indent at: 0.5"

Formatted: Font: Bold

Formatted: Font: Cambria, 12 pt

Formatted: List Paragraph, Bulleted + Level: 2 + Aligned at: 0.75" + Indent at: 1"

Formatted: List Paragraph, Bulleted + Level: 1 +

Aligned at: 0.25" + Indent at: 0.5"

Formatted: List Paragraph, Bulleted + Level: 2 + Aligned at: 0.75" + Indent at: 1"

Formatted: Font: Cambria, 12 pt

Formatted: List Paragraph, Bulleted + Level: 1 + Aligned at: 0.25" + Indent at: 0.5"

•	Well-secured short-term, working capital loans to establish a business in a market	-
	area. There should be a proven track record of the operation of the business.	

- Loans for and secured by general machinery and equipment which has a developed resale market.
- Loans secured by cash value of life insurance.
- Loans secured by savings or time accounts of an amount equal to or in excess of the loan amount, including CD's.
- Loans secured by liens against a borrower's property with proper loan to value ratios.

The governing board views these types of loans to be undesirable:

- <u>Capital loans to a business where the loan cannot be repaid in a reasonable amount</u>
   <u>of time except by borrowing elsewhere or by liquidating the business.</u>
- Loans to a business or individual that is outside their normal business area of expertise.
- Working capital loans to a new business that is not well secured.

Interest rate calculations – the committee will consider:

- Financial market conditions.
- Cost of funds required to maintain the viability of the revolving loan fund.
- Economic conditions of the region.
- The length of term and the degree of risk of the loan.

• Loans for machinery and equipment should be viewed as a greater risk than commercial property. This should be reflected when setting the interest rate.

The Membership may elect seven (7) qualified individuals to serve as an advisory committee to review and make recommendations to the Board of Directors on loan applications made by the Corporation. This committee shall not be comprised of voting members and shall not have the authority to make any management decisions relating to loan making and servicing; such authority is reserved by the Board of Directors.

Nominations for the Loan Review Committee shall be made by a nominating committee of five (5) members of the Corporation, appointed by the Chairman at least thirty (30) days in advance of the Annual Membership Meeting. The Board of Directors has the final authority to ratify the Loan Review Committee individuals elected.

Formatted: Font: Cambria, 12 pt

**Formatted:** List Paragraph, Bulleted + Level: 1 + Aligned at: 0.25" + Indent at: 0.5"

Formatted: Font: Cambria, 12 pt

**Formatted:** List Paragraph, Bulleted + Level: 1 + Aligned at: 0.25" + Indent at: 0.5"

Formatted: Font: Cambria, 12 pt

**Formatted:** List Paragraph, Bulleted + Level: 1 + Aligned at: 0.25" + Indent at: 0.5"

Individuals elected to serve on the Loan Review shall serve one (1) year term each with eligibility for reappointment, such terms to commence at the Annual Membership Meeting.

All loans, before being acted upon by the CAIC Board of Directors, must first be reviewed by CAIC Loan Review Committee. The Loan Review Committees is composed of qualified personal who advise the CAIC Board of Directors on each loan's fiscal soundness and feasibility.

#### 2.02 Conflicts of interest

It is CAIC's policy to maintain the highest standards of conduct to prevent conflicts of interest. The purpose of CAIC's conflict of interest policy is to protect CAIC's interests when it is contemplating entering into a transaction or arrangement that might benefit the private interests of a member or officer of CAIC or might result in a possible excess benefit transaction.

Any director may recuse himself or herself at any time from involvement in any decision or discussion in which the director believes he or she has or may have a conflict of interest, without going through the process for determining whether a conflict of interest exists.

This policy is intended to supplement, but not replace, any applicable state and federal laws governing conflicts of interest applicable to Investment assistance.

Conflict of interest. A situation in which a person or entity has competing personal, professional, or financial interests that make it difficult for the person or business to act impartially, or there is a real or perceived benefit from engaging in certain projects or transactions. Regarding use of both grant and matching funds, Federal procurement standards prohibit transactions that involve a real or apparent conflict of interest for owners, employees, officers, agents, their immediate family members, partners, or an organization which is about to employ any of the parties indicated herein, having a financial or other interest in or tangible personal benefit from the outcome of the project; or that restrict open and free competition for unrestrained trade. Specifically, project funds may not be used for services or goods going to, or coming from, a person or entity with a real or apparent conflict of interest, including, but not limited to, owner(s) and their immediate family members and as stated in § 4274.321(b)(4).

CAIC will abide by Regulation 302.17 that states:	 Formatted: Font: 12 pt
-302.17 Conflicts of interest. 302.17 looks to be from EDA not USDA?	 Formatted: Font: 12 pt

(a) General. It is USDA Rural Development and the Department's policy to maintain the highest standards of conduct to prevent conflicts of interest in connection with the award of Investment Assistance or its use for reimbursement or payment of costs (e.g., procurement of goods or services) by or to the Recipient. A conflict of interest generally exists when an Interested Party participates in a matter that has a direct and predictable effect on the Interested Party's personal or financial interests. A conflict may also exist where there is an appearance that an Interested Party's objectivity in performing his or her responsibilities under the Project is impaired. For example, an appearance of impairment of objectivity may result from an organizational conflict where, because of other activities or relationships with other persons or entities, an Interested Party is unable to render impartial assistance, services or advice to the Recipient, a participant in the Project or to the Federal government. Additionally, a conflict of interest may result from non-financial gain to an Interested Party, such as benefit to reputation or prestige in a professional field.

(b) Prohibition on direct or indirect financial or personal benefits. (1) An Interested party shall not receive any direct or indirect financial or personal benefits with the award of Investment Assistance or its use for payment or reimbursement of cost by or to the Recipient. (2) An Interested party shall also not, directly or indirectly, solicit or accept any gift, gratuity, favor, entertainment or other benefits having monetary value, for himself or herself or another person or entity, from any person or organization which has obtained or seeks to obtain Investment Assistance from USDA (3) Cost incurred in violation of any conflict of interest rules contained in this chapter or in violation of any assurances by the Recipient may be denied reimbursement. (4) See 315.15 of this chapter for special conflict of interest rules for Trade Assistance Investments. (c) Special rules for Revolving Loan Fund (\*\*RLF\*\*) Grants: In addition to the rules set forth in this section. (1) An Interest Party of a Recipient of an RLF Grant shall not receive, directly or indirectly any personal or financial benefits resulting from the disbursements of RFL loans; (2) A Recipient of an RLF Grant shall also not lend a RLF funds to Interested Party; and (3) Former board members of a Recipient of an RLF Grant and members of his or her Immediate Family shall not receive a loan from such RLF for a period of two (2) years from the date that the board member last served on the RLF 's board of directors.

#### (c) Loan Selection and Approval Process

The CAIC staff will be reponsible for reviewing and packaging loans for submission to the Loan Review Committee and CAIC Board of Directors. Loan packaging is a simple process as follows:

1. Meeting and interviewing the applicant to gain an understanding of the project and its parameters, the principals and the potential structure of the deal. The goals of this initial interview are to give the applicant specific information about the IRP program, to determine whether the proposed project meets goals of the IRP program.

2. Applicants determined eligible for IRP assistance are requested to furnish financial statements and other information necessary to complete the IRP application form. This application form and process allows the staff to determine the proposed project.

3. Completed IRP application packages are submitted to the Loan Review Committee for review.

4. All loan applications, with recommendation from the Loan Review Committee attached, will be referred to the CAIC Board of Directors for approval.

#### **B. Interest Rates**

CAIC may make loans to eligible borrowers at interest rates and under conditions determined by CAIC to be appropriate in achieving the goals of CAIC. The minimum interest rate CAIC will charge will not be less than four (4) percentage points below the lesser of the current money center prime interest rate quoted in the *Wall Street Journal*, or the maximum interest rate allowed under State law. In no event shall the interest rate be less than the lower of four (4) percent or 75 percent of the prime interest rate listed in the *Wall Street Journal*.

(2) *Exception.* Should the prime interest rate listed in the *Wall Street Journal* exceed fourteen (14) percent, the minimum CAIC interest rate is not required to be raised above ten (10) percent if doing so compromises the ability of CAIC to implement its financing strategy.

#### 2.03 RLF Funds and Income

- (a) General requirements. RLF Income must be placed into the RLF Capital base for the purpose of making loans or paying for eligible and reasonable administrative costs associated with the RLF's operations. RLF Income may fund administrative costs, provided:
- (1) Such RLF Income and the administrative costs are incurred in the same sixmonth (6) Reporting Period;
- (2) RLF Income that is not used for administrative costs during the six month (6) Reporting Period is made available for lending activities;
- (3) RLF Income shall not be withdrawn from the RLF Capital base in a subsequent Reporting Period for any purpose other than lending without the prior written consent of EDA; and
- All USDA IRP loan activity must be managed through the IRP revolving loan fund.
- The intermediary may use the portion of the IRP revolving loan fund that consists of revolved funds for debt service reserve and reasonable administrative costs, in

Formatted: Font: 12 pt

Formatted: Font: 12 pt Formatted: Font: Cambria, 12 pt Formatted: List Paragraph, Bulleted + Level: 1 + Aligned at: 0.25" + Indent at: 0.5"

Formatted

accordance with section § 4274.332, or for making additional ultimate recipient loans. The intermediary cannot use proceeds received from the collection of principal Formatted repayment by an Ultimate Recipient for administrative expenses. • The amount removed by the Intermediary from the IRP revolving loan fund for administrative costs in any year must be reasonable, must not exceed the actual cost of operating the IRP revolving loan fund, including loan servicing, and providing technical assistance, and must not exceed the amount approved by USDA in the Intermediary's annual budget. Formatted: Font: Cambria, 12 pt (4) The RLF Recipient completes an RLF Income and Expense Statement (the Formatted: List Paragraph, Bulleted + Level: 1 + Aligned at: 0.25" + Indent at: 0.5" "Income and Expense Statement") as required under §307.14(c). (b) Compliance guidance. When charging costs against RLF Income, RLF Recipients must comply Formatted: List Paragraph, Bulleted + Level: 1 + with applicable federal cost principles and audit requirements as found in: Aligned at: 0.25" + Indent at: 0.5" (1) 2 CFR part 225 (OMB Circular A-87 for State, local, and Indian tribal governments), 2 CFR part 230 (OMB Circular A-122 for non-profit organizations other than institutions of higher education, hospitals or organizations named in OMB Circular A 122 as not subject to such Circular), and 2 CFR part 220 (OMB Circular A-21 for educational institutions); and (2) OMB Circular A 133 for Single Audit Act requirements for States; local governments, and non-profit organizations and the Compliance Supplement, as appropriate. Formatted: Font: 12 pt The UCDD staff will be reimbursed for administration of the Revolving Loan Fund program. The sources of funds for these reimbursements will include interest earned on RLF. 2.04 RLF Reporting (as per 7 CFR Part 4274.333) Formatted: Font: Cambria, 12 pt, Bold • Submit an annual audit as described in 2 CFR part 200, subpart F of the Code of Formatted: Font: Cambria, 12 pt Federal Regulations, or any successor regulation. • The Intermediary must submit for USDA approval an annual budget of proposed IRP revolving loan fund income and expenses including expected administrative costs. Formatted: Font: Cambria, 12 pt • Submit guarterly or semi-annual reports, as required, due 30 days after the end of the period. o Reports will be required quarterly during the first year after the Intermediary's loan closing until at least 90 percent of the USDS IRP loan funds have been loaned out. o After the quarterly reporting requirement has been met, reports will be Formatted: List Paragraph, Bulleted + Level: 2 + required semi-annually unless USDA requires the Intermediary to submit Aligned at: 0.75" + Indent at: 1"

quarterly reports due to delinquency in the repayment of its loan to the

<u>USDA or otherwise fails to comply with the work plan or loan agreement</u> with USDA,	Formatted: Font: Cambria, 12 pt
	Formatted: Font: 12 pt
D. Priority of Payment on Defaulted Loans	
When CAIC receives proceeds on a defaulted RLF loan that is not subject to liquidation pursuant to §307 .20, such proceeds shall be applied in the following order of priority:	
(1) First, towards any costs of collection;	
(2) Second, towards outstanding penalties and fees;	
(3) Third, towards any accrued interest to the extent due and payable; and	
(4) <i>Fourth,</i> towards any outstanding principal balance.	
	Formatted: Font: 12 pt
E- <u>2.05</u> Policies and Procedures for <del>diligent</del> <u>delinquent</u> loans	Formatted: Font: 12 pt
If a loan should become delinquent, the following procedures will occur:	· · ·
If a loan should become delinguent, the following procedures will occur.	
<u>Telephone contact will be made 15 days after due date.</u>	Formatted: Font: Cambria, 12 pt
	· · ·
<ul> <li><u>Telephone contact will be made 15 days after due date.</u></li> <li><u>First notice of delinquent payment will be sent 20 days after due date.</u></li> <li><u>Second notice will be sent 45 days after due date.</u></li> <li><u>Third notice will be sent 60 days after due date.</u></li> </ul>	Formatted: Font: Cambria, 12 pt Formatted: List Paragraph, Bulleted + Level: 1 +
<ul> <li><u>Telephone contact will be made 15 days after due date.</u></li> <li>First notice of delinquent payment will be sent 20 days after due date.</li> <li>Second notice will be sent 45 days after due date.</li> <li>Third notice will be sent 60 days after due date.</li> <li>Fourth notice will be sent 90 days after due date. After 75 days a certified, return</li> </ul>	Formatted: Font: Cambria, 12 pt Formatted: List Paragraph, Bulleted + Level: 1 +
<ul> <li><u>Telephone contact will be made 15 days after due date.</u></li> <li><u>First notice of delinquent payment will be sent 20 days after due date.</u></li> <li><u>Second notice will be sent 45 days after due date.</u></li> <li><u>Third notice will be sent 60 days after due date.</u></li> <li><u>Fourth notice will be sent 90 days after due date.</u> After 75 days a certified, return receipt notice will be sent. During the first 75 days of delinquency, written and oral</li> </ul>	Formatted: Font: Cambria, 12 pt Formatted: List Paragraph, Bulleted + Level: 1 +
<ul> <li><u>Telephone contact will be made 15 days after due date.</u></li> <li><u>First notice of delinquent payment will be sent 20 days after due date.</u></li> <li><u>Second notice will be sent 45 days after due date.</u></li> <li><u>Third notice will be sent 60 days after due date.</u></li> <li><u>Fourth notice will be sent 90 days after due date.</u> After 75 days a certified, return receipt notice will be sent. During the first 75 days of delinquency, written and oral communication, as well as site visits, will be utilized to resolve the delinquency. Every effort will be made through personal contact to resolve the delinquency.</li> </ul>	Formatted: Font: Cambria, 12 pt Formatted: List Paragraph, Bulleted + Level: 1 +
<ul> <li><u>Telephone contact will be made 15 days after due date.</u></li> <li><u>First notice of delinquent payment will be sent 20 days after due date.</u></li> <li><u>Second notice will be sent 45 days after due date.</u></li> <li><u>Third notice will be sent 60 days after due date.</u></li> <li><u>Fourth notice will be sent 90 days after due date.</u></li> <li>Fourth notice will be sent. During the first 75 days a certified, return receipt notice will be sent. During the first 75 days of delinquency, written and oral communication, as well as site visits, will be utilized to resolve the delinquency. Every effort will be made through personal contact to resolve the delinquency.</li> <li>After 90 days of delinquency, UCDD's legal counsel will send a loan due demand</li> </ul>	Formatted: Font: Cambria, 12 pt Formatted: List Paragraph, Bulleted + Level: 1 +
<ul> <li><u>Telephone contact will be made 15 days after due date.</u></li> <li>First notice of delinquent payment will be sent 20 days after due date.</li> <li>Second notice will be sent 45 days after due date.</li> <li>Third notice will be sent 60 days after due date.</li> <li>Fourth notice will be sent 90 days after due date. After 75 days a certified, return receipt notice will be sent. During the first 75 days of delinquency, written and oral communication, as well as site visits, will be utilized to resolve the delinquency. Every effort will be made through personal contact to resolve the delinquency.</li> <li>After 90 days of delinquency, UCDD's legal counsel will send a loan due demand notice. If after 90 days a delinquency still exists, and the loan has not been</li> </ul>	Formatted: Font: Cambria, 12 pt Formatted: List Paragraph, Bulleted + Level: 1 +
<ul> <li><u>Telephone contact will be made 15 days after due date.</u></li> <li>First notice of delinquent payment will be sent 20 days after due date.</li> <li>Second notice will be sent 45 days after due date.</li> <li>Third notice will be sent 60 days after due date.</li> <li>Fourth notice will be sent 90 days after due date. After 75 days a certified, return receipt notice will be sent. During the first 75 days of delinquency, written and oral communication, as well as site visits, will be utilized to resolve the delinquency. Every effort will be made through personal contact to resolve the delinquency.</li> <li>After 90 days of delinquency uCDD's legal counsel will send a loan due demand notice. If after 90 days a delinquency still exists, and the loan has not been renegotiated or brought current, the loan may be declared in default. UCDD may</li> </ul>	Formatted: Font: Cambria, 12 pt Formatted: List Paragraph, Bulleted + Level: 1 +
<ul> <li><u>Telephone contact will be made 15 days after due date.</u></li> <li>First notice of delinquent payment will be sent 20 days after due date.</li> <li>Second notice will be sent 45 days after due date.</li> <li>Third notice will be sent 60 days after due date.</li> <li>Fourth notice will be sent 90 days after due date. After 75 days a certified, return receipt notice will be sent. During the first 75 days of delinquency, written and oral communication, as well as site visits, will be utilized to resolve the delinquency. Every effort will be made through personal contact to resolve the delinquency.</li> <li>After 90 days of delinquency, UCDD's legal counsel will send a loan due demand notice. If after 90 days a delinquency still exists, and the loan has not been</li> </ul>	Formatted: Font: Cambria, 12 pt Formatted: List Paragraph, Bulleted + Level: 1 +
<ul> <li><u>Telephone contact will be made 15 days after due date.</u></li> <li><u>First notice of delinquent payment will be sent 20 days after due date.</u></li> <li><u>Second notice will be sent 45 days after due date.</u></li> <li><u>Third notice will be sent 60 days after due date.</u></li> <li><u>Fourth notice will be sent 90 days after due date.</u></li> <li><u>Fourth notice will be sent. During the first 75 days a certified, return receipt notice will be sent. During the first 75 days of delinquency, written and oral communication, as well as site visits, will be utilized to resolve the delinquency. Every effort will be made through personal contact to resolve the delinquency.</u></li> <li><u>After 90 days of delinquency. UCDD's legal counsel will send a loan due demand notice. If after 90 days a delinquency still exists, and the loan has not been renegotiated or brought current, the loan may be declared in default. UCDD may immediately commence procedures to recover on borrower's security. No loan</u></li> </ul>	Formatted: Font: Cambria, 12 pt Formatted: List Paragraph, Bulleted + Level: 1 +
<ul> <li><u>Telephone contact will be made 15 days after due date.</u></li> <li>First notice of delinquent payment will be sent 20 days after due date.</li> <li>Second notice will be sent 45 days after due date.</li> <li>Third notice will be sent 60 days after due date.</li> <li>Fourth notice will be sent 90 days after due date. After 75 days a certified, return receipt notice will be sent. During the first 75 days of delinquency, written and oral communication, as well as site visits, will be utilized to resolve the delinquency. Every effort will be made through personal contact to resolve the delinquency.</li> <li>After 90 days of delinquency still exists, and the loan has not been renegotiated or brought current, the loan may be declared in default. UCDD may immediately commence procedures to recover on borrower's security. No loan modification will be approved unless it can be demonstrated that modification will</li> </ul>	Formatted: Font: Cambria, 12 pt Formatted: List Paragraph, Bulleted + Level: 1 +
<ul> <li><u>Telephone contact will be made 15 days after due date.</u></li> <li>First notice of delinquent payment will be sent 20 days after due date.</li> <li>Second notice will be sent 45 days after due date.</li> <li>Third notice will be sent 60 days after due date.</li> <li>Fourth notice will be sent 90 days after due date. After 75 days a certified, return receipt notice will be sent. During the first 75 days of delinquency, written and oral communication, as well as site visits, will be utilized to resolve the delinquency. Every effort will be made through personal contact to resolve the delinquency.</li> <li>After 90 days of delinquency still exists, and the loan has not been renegotiated or brought current, the loan may be declared in default. UCDD may immediately commence procedures to recover on borrower's security. No loan modification will be approved unless it can be demonstrated that modification will</li> </ul>	Formatted: Font: Cambria, 12 pt Formatted: List Paragraph, Bulleted + Level: 1 +

3. 120 days past due. Attorney sends formal letter stating, the account is in default and the process of reposing the collateral will begin within 30 days, unless all back payments are made.

4. 180 days. Start the process of selling the collateral, applying the proceeds to the balance of the contract, plus the collection cost.

#### F.2.06 Loan Write Off Policy

In the event of a default by a borrower, CAIC will take possession of the loan collateral. The collateral will be sold to the highest bidder. CAIC will then sue the borrower and get a judgement for the remaining balance of the indebtedness. Only after exhausting every possible collection method will writing off the debt even be considered. In the event of debt cancellation, the proper 1009C form will be sent, according to IRS regulations.

#### **G. RLF Reporting**

#### A. Frequency of reports. Duplicate

CAIC will complete and submit quarterly reports on each IRP using USDA internet system (LINC) no later than 30 days following the end of the quarter.

In the event of a default by a borrower, CAIC will take possession of the loan collateral. The collateral will be sold to the highest bidder. CAIC will then sue the borrower and get a judgement for the remaining balance of the indebtedness. Only after exhausting every possible collection method will writing off the debt even be considered. In the event of debt cancellation, the proper 1009C form will be sent, according to IRS regulations.

#### **G. RLF Reporting**

#### A. Frequency of reports.

CAIC will complete and submit quarterly reports on each IRP using USDA internet system (LINC) no later than 30 days following the end of the quarter.

#### **B. Report contents.**

CAIC will provide all the information on each loan, that the quarterly report requires.

#### **C. RLF Income and Expense Statement.**

CAIC will provide quarterly administration expense on each IRP using USDA internet system (LINC) no later than 30 days following the end of the quarter.

- Formatted: Font: 12 pt, Bold
- Formatted: Font: 12 pt Formatted: Font: 12 pt, Bold
- Formatted: Font: 12 pt

H. <u>2.07</u> Records and Retention	Formatted: Font: 12 pt
a. Closed Loan files and related documents.	Formatted: Font: 12 pt, Bold, Not Italic
The RLF Recipient shall maintain Closed Loan files and all related documents, books of account, computer data files and other records over the term of the Closed Loan and for a three-year (3) period from the date of final disposition of such Closed Loan. The date of final disposition of a Closed Loan is the date:	Formatted: Font: 12 pt
<ul> <li>(1) Principal, interest, fees, penalties and all other costs associated with the Closed Loan have been paid in full; or</li> <li>(2) Final settlement or discharge and cessation of collection efforts of any unpaid amounts associated with the Closed Loan have occurred.</li> </ul>	<b>Formatted:</b> List Paragraph, Bulleted + Level: 1 + Aligned at: 0.25" + Indent at: 0.5"
(b) Administrative records.	Formatted: Font: 12 pt, Bold, Not Italic
RLF Recipients must at all times:	Formatted: Font: 12 pt
<ul> <li>(1) Maintain adequate accounting records and source documentation to substantiate the amount and percent of RLF Income expended for eligible RLF administrative costs.</li> <li>(2) Retain records of administrative expenses incurred for activities and equipment relating to the operation of the RLF for three (3) years from the actual submission date of the last semi-annual report that covers the Reporting Period in which such costs were claimed.</li> <li>(3) Make available for inspection retained records, including those retained for longer than the required period. The record retention periods described in this section are minimum periods and such prescription does not limit any other record retention requirement of law or agreement. In no event will EDA question claimed administrative costs that are more than three (3) years old, unless fraud is at issue.</li> </ul>	Formatted: List Paragraph, Bulleted + Level: 1 + Aligned at: 0.25" + Indent at: 0.5"
2.09. Other Requirements	Formatted: Font: 12 pt, Bold
7	Formatted: Font: 12 pt

Formatted: Font: 12 pt

#### **Equal Opportunity and non-discrimination requirements**

In accordance with Title V of Public Law 93-495, the Equal Credit Opportunity Act, and section 504 of the Rehabilitation Act for Federally Conducted Programs and Activities, neither the intermediary nor the Agency will discriminate against any employee, intermediary, or proposed ultimate recipient on the basis of sex, marital status, race, color, religion, national origin, age, physical or mental disability (provided the intermediary or proposed ultimate recipient has the capacity to contract), because all or part of the intermediary's or proposed ultimate recipient's income is derived from public assistance of any kind, or because the intermediary or proposed ultimate recipient has in good faith exercised any right under the Consumer Credit Protection Act, with respect to any aspect of a credit transaction anytime any cash of the IRP revolving loan fund is involved.

#### **Civil Rights**

<u>The civil rights compliance requirements contained in 7 CFR part 1901, subpart E, apply to intermediaries and ultimate recipients.</u>

The assurance of equal opportunity in lending will be put into effect by the following means: loan opportunities will be advertised through an outreach program including release of information to news media, special contracts made with existing minority business persons in the area, and dissemination of information through local minority-oriented development groups and their assistance in locating potential minority participants will be requested.

The grantee will insure that borrowers do not discriminate against employees or applicants for employment by including in each application a statement of compliance with all applicable state and federal laws and regulations. A statement of positive steps the applicant proposes to assure compliance with the intent of the law is also required.

CAIC staff will monitor the employment practices of approved borrowers. Periodic checks may be made to ensure that job opportunities are duly advertised and that an affirmative action plan (if required for over 50 employees) is being followed. Compliance alleging discrimination may be filed with the staff who will investigate the charges and submit its findings to the CAIC Board of Directors. Corrective action may be asked by the Committee when complaints are found to be valid.

Furthermore, no applicant or potential applicants will be discouraged from applying for, or denied a loan on the basis of race, color, national origin, religion, sex, or of handicap. All applicable statutes, executive orders, requirements and regulations pertaining to non-discrimination will be adhered to.

#### **Environmental Consideration**

The requirements of 7 CFR part 1970 apply to this subpart. Intermediaries and ultimate recipients must consider the potential environmental impacts of their projects at the earliest planning stages and develop plans in order to minimize the potential to adversely impact the environment. Both the intermediaries and the ultimate recipients must cooperate and furnish such information and assistance as the Agency needs to make any of its environmental determinations.

Formatted: Font: 12 pt

Formatted: Font: 12 pt

The loan selection committee will be apprised of the state and federal statutes concerning environmental impact of the proposed projects, and the loan reviews will be conducted with statute compliance as a part of the consideration. No project will be approved which produces an insurmountable, harmful alteration of the national environment or disturb any historic site.

**Non-Relocation Prohibition**. No portion of the loan funds shall be used in any way to assist in a transfer of jobs relocating from one labor marker area to another.

#### Flood Hazard Insurance.

Borrowers will obtain required flood hazard insurance, when applicable. Insurance must be applied for prior to the loan closing or disbursement.

**Access for the Handicapped.** If the borrower finances a construction project through the IRP, he must provide assurances for accessibility to the handicapped.

# NO. \_\_\_\_LSM1920739 STATE OF TENNESSEE \_\_\_\_\_Upper Cumberland \_\_\_\_\_DEVELOPMENT DISTRICT OFFICIAL STATUTORY BOND FOR OFFICER, EMPLOYEE, OR ANY PERSON SPECIFIED BY T. C. A. § 13-14-114 FOR DEVELOPMENT DISTRICT SURETY'S BOND NO. LSM1920739

### KNOW ALL MEN BY THESE PRESENTS:

That		of		Development District,
of _	incipal, and RLI In	14 Bluff Creek Rd B	Brush Creek, TN 38547	melu haund unter THE
as Pi	incipal, and <u>RLI In</u> TE OF TENNESSEE in the full a	surance Company	as Surety, are held and f	irmly bound unto THE
	T II I T I.	C THE LAR LAR	ndred Eighty Nine and 00/100	Dollars
	\$ 287,989.00 ) lawful mone	v of the United States of Ar	nerica for the full and prompt pa	ayment whereof we bind
ours	elves, our representatives, successo	rs and assigns, each jointly	and severally, firmly and unequ	ivocally by these presents.
ស/យា	EREAS, The said Principal was du	wauthorized to receive acc	ess or make expenditures from	public funds of and for
	Linner Cumberland	Development Dist	rict in the office of employment	or authorized activity as
	Chairman of	the Board	of and for the named D	Development District for the
		<u>22nd</u> day of <u>Jan</u>	uary , <u>2025</u> and a	ending on the <u>22nd</u>
lay o	of <u>January</u> , <u>2026</u> A. § 13-14-114.	, and in such office, employ	ment or authorized activity is re	quired to give this bond by
1. C	A. § 13-14-114.			
NOV	<b>W, THEREFORE, THE CONDI</b>	FION OF THIS OBLIGA	FION IS SUCH:	
				Dringinal shall
	if the said Faithfully perform the duties of the	Jelf Mason	or other authorized activity as	, Principal, shall:
1.	raining periorin me onnes of u	an of the Board	of U	pper Cumberland
	Chairn Development District during such	person's term of office, em	ployment or authorized activity	or continuance therein;
	and.	-		
2.	Pay over to the persons authorize such Principal's hands during suc	d by law to receive them, all	I moneys, properties, or things of	ivity or continuance
	therein without fraud or delay, an	d shall faithfully and safely	keep all records required in suc	h Principal's official
	canacity, and at the expiration of	the term or employment or a	authorized activity, or in case of	resignation or removal
	from office or employment or aut	horized activity, shall turn of	over to the successor all records	and property which have
	come into the Principal's hands, t	nen this obligation shall be	null and void; otherwise to rema	in in full force and effect.
1.00m				
WII	NESS our hands and seals this <u>2</u>			
WIT	NESS - ATTEST:	PRJ	NCIPAL:	
			7.003.6	
			Jeff Mason	
		ला ग	RETY:	
		301	RLI Lasurance Company	1
COL	INTERSIGNED BY:		in and grand any	L' URAN
	(54C)		by: Charles	A CARLENARIA
	Tennessee Resident Agent			ice President
	I ennessee Kesideni Agent		(Attach evidence of authority to	ie Raudins execute bond)
				execute bond)
		ACKNOWLEDGEMEN	Г OF PRINCIPAL	"mallel
STA	TE OF			- main
	INTY OF			
	Before me, a Notary Public, o		said, personally appeared	
	- I	Jeff Maso	) ) to be the individual described	in the foregoing band as
o m	e known (or proved to me on the b cipal, and who, upon oath, acknow	asis of satisfactory evidence	a to be the individual described	such individual's free act
	leed.	cugeo una such murvioual e	excented the toregoing bolld as	Such more found 5 mod act
Witn	ess my hand and seal this da	y of		
My (	Commission Expires:			
			Notar	v Public
			NOM	, 1 4000 ·
				(over)
77.0	163 (Rev 07-13)			RDA 9

### ACKNOWLEDGEMENT OF SURETY

STATE OF Ohio	
COUNTY OF Cuyahoga	Eric Douding
Before me, a Notary Public, of the State and County aforesaid, with whom I am personally acquainted and, who, upon oath, acknowledge	personally appeared Enc Kaudins
the foregoing bond on behalf of <b>RLI Insurance Com</b>	nany , the within named Surety, a
the foregoing bond on behalf of	hat he/she as such individual being authorized so to
do, executed the foregoing bond, by signing the name of the corporation	by himself/herself as such individual.
Witness my hand and seal this <u>22nd</u> day of <u>January</u> , <u>202</u>	5.
My Commission Expires:	a Jula Acott
9/22/2025 Notary Public State of Ohio	Notary Public
My Comm. Expires	Jill A. Scott
September 22, 2025	//
APPROVAL AND CERTIF	TCATION
SECTION I. (Applicable to all persons referenced by T. C. A. § 13-14-1	14)
Boud and Sureties approved by	Chairman of the Board of
Bond and Sureties approved by Development District, on t	his day of, 2
	gned:
	Chairman of the Board
CERTIFICATION:	
[ Secretary of the Board	of Development
I, Secretary of the Board District, hereby certify that the foregoing bond was approved by the Boa	rd of said Development District on the day
of, 2, and entered upon the minutes thereof.	
	gned:
SIĘ	juca.
	Secretary of the Board
SECTION II: (Applicable to all Official Bonds) (Record in county where main of	ice of the Development District is located.)
FOR USE BY REGISTER OF DEEDS	
SECTION III. ENDORSEMENT:	
Filed with the Office of the County Clerk, County of	, this day of
,2	
	gned:
315	jiicu.
	County Clerk
Form Prescribed by the Comptroller of the Treasury, State of Tennessee Form Approved by the Attorney General, State of Tennessee	

# **POWER OF ATTORNEY**

### **RLI Insurance Company**

9025 N. Lindbergh Dr. Peoria, IL 61615 Phone: 800-645-2402

### Know All Men by These Presents:

Bond No. LSM1920739

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That the RLI Insurance Company		, a corporation organized and existing under the laws of the State			
	Illinois	, and authorized and licensed to do	business in all states and the	e District of Columbia do	es hereby make,
constitute	and appoint:	Eric Raudins	in the City of	Broadview Heights	, State of
	Ohio	as its true and lawful Agent and	d Sr. Vice President	_, with full power and	authority hereby
conferred	upon him/her	to sign, execute, acknowledge and deli	ver for and on its behalf as Sur	ety, for the following desc	cribed bond.

Principal:	Jeff Mason
Obligee:	TN Comptroller of Treasury Local Finance Division
Type Bond:	Development District Official
Bond Amount:	\$ 287,989.00
Effective Date:	January 22, 2025

The acknowledgement and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

The	RLI Insurance Company	further	certifies that the following	is a true and exact copy of a
Resolution a	adopted by the Board of Directors of	f RLI In	surance Company	, and now in force to-wit:
corporate by such of Secretary, undertaki undertaki corporate	is, policies, undertakings, Power name of the Company by the Pr ther officers as the Board of Dire , or the Treasurer may appoint ings in the name of the Companings, Powers of Attorney or oth seal may be printed by facsimile.	resident, Secretary, any ectors may authorize. T Attorneys in Fact or Ag ny. The corporate seal ser obligations of the c	Assistant Secretary, Treasure The President, any Vice Presidents who shall have authories is not necessary for the vector or the signature	urer, or any Vice President, or ident, Secretary, any Assistant rity to issue bonds, policies or alidity of any bonds, policies, e of any such officer and the
	SS WHEREOF, the			_
its <u>S</u>	r. Vice President with its co	rporate seal affixed this _	<u>22nd</u> day of <u>Januar</u>	<u>y 2025</u> .
State of Ohio	)	CORPORATE SEAL	RLI Insurance Company By: Eric Raudins	Sr. Vice President
County of Cuyah	noga SS	Child LIN Olympic	CE	RTIFICATE
duly sworn, ack aforesaid officer		Power of Attorney as the Company	do hereby certify that the attac and effect and is irrevocable; the Company as set forth in the testimony whereof, I have here <u>RLI Insu</u> this <u>22nd</u> day of <u>January</u>	rance Company ched Power of Attorney is in full force and furthermore, that the Resolution of Power of Attorney, is now in force. In unto set my hand and the seal of the rance Company 2025.
Jill A. Scott	X	Notary Public	<b>RLI Insurance Company</b>	
6	JILL A SCOTT Notary Public State of Otho My Comm. Expires September 22, 2025		By: Jeffrey D. Pick	D fick Corporate Secretary A0006221_R



SURETY'S BOND NO. \_\_\_\_LSM1698673 STATE OF TENNESSEE

#### UPPER CUMBERLAND DEVELOPMENT DISTRICT

#### OFFICIAL STATUTORY BOND

FOR OFFICER, EMPLOYEE, OR ANY PERSON SPECIFIED BY T. C. A. § 13-14-114

#### FOR DEVELOPMENT DISTRICT

#### KNOW ALL MEN BY THESE PRESENTS:

That	Randy K. Porter	_of	UPPER CUMBERL	AND	_ Developm	ent District,
of	4400 N Quinland Lake		Cookeville	TN	38506	
as Principal, and	RLI Insurance Company		as Surety, are hel	d and firn	nly bound un	to THE
STATE OF TENNI	<b>ESSEE</b> in the full amount of				-	
Two	Hundred Thirty-Four Thousand Two I	Jundred	Forty-One Dollars An	d No Cen	its	Dollars
( \$ 234,241.00	) lawful money of the United State	s of Ame	erica for the full and pr	ompt pay	ment whereo	f we bind

ourselves, our representatives, successors and assigns, each jointly and severally, firmly and unequivocally by these presents.

 WHEREAS, The said Principal was duly authorized to receive, access, or make expenditures from public funds of and for UPPER CUMBERLAND \_\_\_\_\_\_\_ Development District, in the office of, employment, or authorized activity as \_\_\_\_\_\_\_\_\_\_ of and for the named Development District for the \_\_\_\_\_\_\_\_\_ of and for the named Development District for the \_\_\_\_\_\_\_\_\_ of and for the named Development District for the \_\_\_\_\_\_\_\_\_ of and ending on the \_\_24th day of \_\_\_\_\_\_\_, 2026 \_\_\_\_, and in such office, employment or authorized activity is required to give this bond by T. C. A. § 13-14-114.

#### NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH:

That	if the said	Randy K. Porter			, Principal, shall:
1.	Faithfully	perform the duties of the office of, employment as, or othe	r authorized activ	vity as	1 /
		Treasurer	of		MBERLAND

Development District during such person's term of office, employment or authorized activity or continuance therein; and,

2. Pay over to the persons authorized by law to receive them, all moneys, properties, or things of value that may come into such Principal's hands during such Principal's term of office or employment or authorized activity or continuance therein without fraud or delay, and shall faithfully and safely keep all records required in such Principal's official capacity, and at the expiration of the term or employment or authorized activity, or in case of resignation or removal from office or employment or authorized activity, shall turn over to the successor all records and property which have come into the Principal's hands, then this obligation shall be null and void; otherwise to remain in full force and effect.

WITNESS our hands and seals this 31st day of December 2024.

WITNESS - ATTEST:

PRINCIPAL:

Randy K. Porter

	SURETY:	
	RLI Insurance Company	NCE
COUNTERSIGNED BY:	by: Les Martin Contra	RPORATE
Tennessee Resident Agent	(Attach evidence of authority to execute bond)	<u>ea</u> l,
ACKNOWL	EDGEMENT OF PRINCIPAL	INDIS
STATE OF COUNTY OF Before me, a Notary Public, of the State and	County aforesaid, personally appeared Randy K. Porter	
Principal, and who, upon oath, acknowledged that su and deed.	ctory evidence) to be the individual described in the foregoing bor ch individual executed the foregoing bond as such individual's fre	nd as e act
Witness my hand and seal this day of My Commission Expires:	<u> </u>	
······································	Notary Public	
	(over)	
CT-0463 (Rev 07-13)	RD	A 903

#### ACKNOWLEDGEMENT OF SURETY

\_

STATE OF	
COUNTRY OF	Ī

COUNTY OF Before me, a Notary Public, of the State and County aforesaid, perso	mally appeared Eric Daudies
with whom I am personally acquainted and, who, upon oath, acknowledged	himself/herself to be the individual who execute
the foregoing bond on behalf of <b>RLI Insurance Company</b>	v . the within named Surety, a
corporation duly licensed to do business in the State of Tennessee, and that	he/she as such individual being authorized so to
do, executed the foregoing bond, by signing the name of the corporation by Witness my hand and seal this <u>31st</u> day of <u>December</u> , 2024	himself/herself as such individual.
My Commission Expires:	1 A Maria
09-22-2025	JULA Night
State of Ohio	Notary Public
My Comm. Expires September 22, 2025	Jill A. Scott
	/
APPROVAL AND CERTIFICA	TION
SECTION I. (Applicable to all persons referenced by T. C. A. § 13-14-114)	1
Bond and Sureties approved by	Chairman of the Board of
Bond and Sureties approved by Development District, on this	day of2
Signed:	
orgiou.	
CERTIFICATION:	Chairman of the Board
, Secretary of the Board of District, hereby certify that the foregoing bond was approved by the Board of	Development
District, hereby certify that the foregoing bond was approved by the Board of f, 2, and entered upon the minutes thereof.	said Development District on the day
Signed:	
	Secretary of the Board
FOR USE BY REGISTER OF DEEDS	
ECTION III. ENDORSEMENT:	
iled with the Office of the County Clerk, County of	, this day of
, 2	
Signed:	
	County Clerk
orm Prescribed by the Comptroller of the Treasury, State of Tennessee orm Approved by the Attorney General, State of Tennessee	
T-0463 (Rev 07-13)	
	O4109815-10
	0.10/015-10

## **POWER OF ATTORNEY**

#### **RLI Insurance Company**

9025 N. Lindbergh Dr. Peoria, IL 61615 Phone: 800-645-2402

Bond No. LSM1698673

#### Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

 RLI Insurance Company
 , a corporation organized and existing under the laws of the State of

 Illinois
 , and authorized and licensed to do business in all states and the District of Columbia does hereby make,

 constitute and appoint:
 Eric Raudins
 in the City of Broadview Heights , State of Ohio
 , its

 regularly elected
 Sr. Vice President
 as it's true and lawful Agent and Attorney in Fact, with full power and authority hereby

 conferred upon him/her to sign, execute, acknowledge and deliver for and on their behalf as Surety, for the following described bond.

Principal:	Randy K. Porter
Obligee:	Tn Comptroller Of Treasury Local Finance Division
Type Bond:	Development District Official
Bond Amount:	\$ 234.241.00
Effective Date:	February 24, 2025

The acknowledgement and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company	further certifies that the fol	lowing is a true and exact copy of a Resolution
adopted by the Board of Directors of	RLI Insurance Company	, and now in force to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

31st day of December 2024
<u></u>
RLI Insurance Company
By Fric Raudins Sr. Vice President
CERTIFICATE
I, the undersigned officer of RLI Insurance Company do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the <u>RLI Insurance Company</u> this <u>31st</u> day of



# RIDER

TO BE ATTACHED TO AND FORM PART OF BOND/POLICY NO. \_\_\_\_LSM1698673

It is hereby mutually agreed and understood by the Principal,

Randy K. Porter

#### and RLI Insurance Company that the

Bond Amount

(Identify item(s) to be changed)

on this bond/policy has/have been changed to the following:

\$287,989

Nothing contained herein shall vary, alter, waive or extend any of the terms, limits, or conditions of the bond/policy, except as set forth above.

This Rider becomes effective on \_\_\_\_\_\_ February 24, 2025 \_\_\_\_\_, at twelve and one minute o'clock a.m., Standard Time.

Signed this \_\_\_\_\_\_ day of \_\_\_\_\_\_ January \_\_\_\_\_\_ 2025\_.



RLI Insurance Company

i fladi By Eric Raudins

Sr. Vice President

# UC D Upper Cumberland Development District

# IMPLEMENTATION PLAN FOR TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 2024-2025

February 2025

# **Table of Contents**

Overview- The Upper Cumberland Development District3
Definitions8
Federal Program or Activities9
Organization9
Data Collection and Analysis10
Discriminatory Practices11
Limited English Proficiency (LEP)11
Complaint Procedures
Compliance Internal Review14
Title VI Training Plan15
Public Notice and Outreach16
Evaluation Procedures of Title VI Implementation16
Responsible Officials
APPENDIX
APPENDIX A- Organizational Chart18
Appendix B- Title VI Policy and Procedures19
APPENDIX C- Title VI Four Factor Analysis and LEP Plan25
APPENDIX D- Title VI Discrimination Complaint Form
APPENDIX E- Discrimination Complaint Log
APPENDIX F- Title VI Audit Checklist40
APPENDIX G- Title VI PowerPoint Training42
APPENDIX H- Title VI Sign in Sheet
APPENDIX I- Title VI Training – New Hire Orientation

## A. Overview of The Upper Cumberland Development District

The Upper Cumberland Development District is a governmental agency created by the Tennessee General Assembly to administer regional programs to the fourteen counties of the Upper Cumberland region of Tennessee: Cannon, Clay, Cumberland, DeKalb, Fentress, Jackson, Macon, Overton, Pickett, Putnam, Smith, Van Buren, Warren and White. For over fifty years, our organization has been serving the residents of this region by providing solutions through regional cooperation and it is our belief that the fourteen counties, along with the many municipalities contained within, are made stronger through regional cooperation and shared resources.

- 1. **Information Technology (IT) Support** Incorporates the latest technological advancements to meet the ever changing needs of the Upper Cumberland Development District. The IT staff provides technical assistance and service to all departments and offices of the UCDD.
- 2. Administrative Department- The Administrative Department performs vital executive support for day-to-day tasks for the Executive Director as well as the functions for the Board of Directors. This consists of the front desk with its multi-function switchboard as well as internal support to achieve a well-run organization. This also includes oversight of general office functions. Public relations, marketing, and media communications are also handled by specific administrative staff. Other aspects of UCDDs physical operations are also handled by the Administrative Department.
- 3. **Human Resources** is responsible for the administration and processing of all new hires, orientation, benefits, insurance, safety sensitive issues, drug and alcohol policies and compliance, employee relations, employee safety, safety committee oversight, workers' compensation, compiling and maintaining all personnel records, development and enforcement of the Affirmative Action Plans, and maintaining and updating all policies and procedures for the Agency. The department is responsible for ensuring the Agency's compliance with all regulatory agencies. Responsibilities include compliance with Employment Laws, Family Medical Leave Act Laws, Fair Labor Standards Act, OSHA, TOSHA, Workers Compensation, Affirmative Action Plans, and Agency compliance concerning personnel requirements based on contract and grant regulations.

- 4. **Area Agency on Aging and Disability** The Upper Cumberland Area Agency on Aging and Disability (AAAD) offers a wide array of programs and services for individuals over the age of 60 and other adults with disabilities. In addition to providing services, the AAAD works to ensure that the services are tailored to best meet the needs of each client. Service Include:
  - Home Delivered Meals- Nutritious meals served to the client's residence
  - *Congregate Meals* Nutritionally balanced meals in a social setting
  - *Homemaker Services*-Provides help with tasks such as shopping, meal prep and light housework
  - *Personal Care* Provides personal assistance to those having difficulties with activities such as eating, dressing, and bathing
  - *Adult Day Care* Structured programs for older persons who cannot be left alone
  - *Senior Center* Facilitating the social, emotional and physical well-being of Tennessee adults age 60 and over as part of a comprehensive & coordinated system of services and activities
  - *Family Caregiver* Information, assistance, counseling, respite care and limited supplementary services to support family caregivers
  - *Public Guardianship* Aids adults 60 and over who are unable to make financial and medical decisions
  - Ombudsman- Advocates on behalf of residents of long-term care facilities
  - *Legal Assistance* Assistance in specific areas of law, with priority given to economically disadvantaged older adults
  - *Adult Abuse Coalition* Prevents abuse, including neglect and exploitation to at risk adults, through networking, community resource development, awareness and education
  - *State Health Insurance Program (SHIP)* Free and objective counseling to all Medicare beneficiaries and their caregivers

- *Senior Medicare Patrol (SMP)* Educates beneficiaries on how to reduce and report Medicare & Medicaid fraud, waste and abuse
- Senior PREP- Planning & resources for emergency preparedness
- *Senior and Caregiver Expo-* Regional expo connecting seniors and caregivers to regional service providers, information and resource
- Information and Assistance- Connects older adults, adults with disabilities and caregivers with available services and programs
- *Transportation*-Transportation to doctor visits, grocery stores, county offices, nutrition sites, senior centers and more
- Quality Assurance- Ensuring quality services are provided to clients
- *CREVAA/CREST* The program provides emergency support for elderly and vulnerable adults facing crime or self-neglect.
- 5. **Cumberland Area Investment Corporation** Cumberland Area Investment Corporation assists businesses seeking to grow through revolving loan funds. We specialize in gap financing and partnering with traditional lenders to help support job creation and regional, economic prosperity in the Upper Cumberland.
- 6. **Economic and Community Development** UCDD is committed to promoting economic growth within the region by offering Economic and Community Development services to assist residents, businesses and local government. Services include:
  - *Economic Development* RFI and industrial grant proposal assistance
  - *Geographic Information Systems* Maps, database management and data analysis
  - *Grant Writing and Administration* Technical assistance, grant writing and project planning
  - *Historic Planning Services* Preserving, protecting and promoting cultural resources

- *Local Planning* Planning assistance for municipal and regional planning commissions
- *Retail Recruitment* Retail recruiting assistance through Retail Academy
- Rural Planning Organizations Transportation planning
- *Solid Waste* Solid waste management assistance, grant writing and recycling education
- Statistical Information Reginal demographics
- *Strategic and Comprehensive Planning* Community strategic and comprehensive planning assistance
- *TACIR* Regional infrastructure needs inventory
- Tennessee Downtowns/Main Street- Downtown revitalization
   assistance
- 7. **Housing and Family Services** Cumberland Regional Development Corporation (CRDC) connects individuals with safe and affordable housing. We offer several different types of housing to fit the needs of individuals and families. Our complexes and units are located in the following Tennessee counties: Anderson, Cannon, DeKalb, Fentress, Macon, Monroe, Morgan, Pickett, Putnam, Smith, Warren, White and Wilson. Service include:
  - HUD 202- Housing for senior citizens 62 years of age or older
  - *HUD 811* Housing for individuals with verifiable disabilities
  - Low Income- Housing for low income individuals and families
  - *Farm Labor* Housing for individuals employed in the agricultural sector

**Appendix A** displays the organizational chart for the Upper Cumberland Development District.

The primary goal of the Agency's Title VI Program is to ensure that all staff, contractors, subcontractors and service beneficiaries are aware of the provisions of Title VI and the responsibilities associated with Title VI of the Civil Rights Act of 1964. Public Chapter 502, passed by the Tennessee General Assembly and signed into law on May 31, 1993, requires each State agency to develop a Title VI Implementation Plan. Each State governmental entity must submit an updated plan annually to the Human Rights Commission by October 1.

### **B.** Mission Statement

We provide solutions through regional cooperation.

## **C. Nondiscrimination Policy**

The Agency's Title VI and non-discrimination policies and statements are as follows:

### **Policy Compliance Statement**

The Upper Cumberland Development District, complies with Title VI of the Civil Rights Act of 1964, as codified in 42 U.S.C. 2000d, which states that: "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 subject to discrimination under any program or activity receiving federal financial assistance."

### Affirmative Action/Equal Employment Opportunity

UCDD is an Equal Opportunity Employer. No person is unlawfully excluded from consideration for employment because of age (40 or older), race, color, national origin, ancestry, religion, sex (including gender identity, orientation, and pregnancy), disability, veteran status, genetic information, or any other category protected by State and/or Federal civil rights laws in admission to, access to, or operations of its programs, services or activities.

The Human Resources Department does not discriminate in its hiring or employment practices. The following individual has been designated to handle questions, concerns, complaints, requests for accommodation, or requests for additional information regarding Title VI of the 1964 Civil Rights Act:

Tammy Kulpa Equal Employment Opportunity Officer 1104 England Drive. Cookeville, TN 38501 Phone: (931) 432-4111 Email:<u>tkulpa@uchra.com</u>

### Americans with Disabilities Act (ADA)

It is the policy of the Upper Cumberland Development District to comply with all Federal and State laws concerning the employment of persons with disabilities. The Agency prohibits discrimination and harassment against any qualified individual with a qualified disability as defined by the Americans with Disabilities Act and the Americans with Disabilities Act Amendment Act (ADA/ADAAA). Furthermore, the Agency shall comply with applicable requirements set forth by the Rehabilitation Act of 1973, and any other applicable laws that pertain to disability non-discrimination. Anyone wishing to request an accommodation under the ADA, or individuals seeking to file an ADA complaint, should contact the UCDD Human Resource Department directly.

> SECTION 2 DEFINITIONS

- A. Beneficiary: Any person or group of persons (other than States) entitled to receive benefits, directly or indirectly, from any Federally-assisted program.
- B. Complaint: A written allegation of discrimination, which indicates that a program is operated in such a manner that it results in disparity of treatment to persons or groups of persons because of race, color, or national origin.
- C. Compliance: Fulfillment of the requirement of Title VI, other applicable laws, implementing regulations and instructions to the extent that no distinctions are made in the delivery of any service or benefit based on race, color, or national origin.
- D. Compliance Reviews: Conducted by means of either regular inspections of Department programs to determine compliance with Title VI requirements (which may be conducted by means of on-site visits), or desk (structured paper) reviews of programs and associated documentation.
- E. Contractor: An individual, group, or company that agrees to perform services or provide commodities at a specified price pursuant to a contract.
- F. Limited English Proficiency (LEP): A person who does not speak English as their primary language and has a limited ability to read, speak, write, or understand English.
- G. Monitoring: A review process used to determine compliance with the requirements of a State and/or Federal program, applicable laws and regulations, and stated results and outcomes.

- H. Recipient: Any individual, to whom assistance is extended, either directly or through another recipient, for any program. Recipient includes any successor, assignee, or transferee thereof. The term recipient does not include any ultimate beneficiary under any such program.
- I. Title EEO Officer/VI Coordinator: A position designated by the Upper Cumberland Development District to ensure compliance with the Equal Employment Opportunity Act and Title VI program requirements.
- J. UCDD: The Upper Cumberland Development District

# SECTION 3 FEDERAL PROGRAMS OR ACTIVITIES

### A. Program Coverage

Title VI prohibits discrimination in "any program or activity" which receives Federal financial assistance. UCDD receives Federal and State funding and thereby all Title VI requirements are applicable to operations of the Agency.

### **B.** Federal Assistance

Based on the 2024 audit UCDD received \$5,059,326 in Federal funding/financial assistance.

# SECTION 4 ORGANIZATION

The Upper Cumberland Development District has assigned Title VI responsibilities to the EEO Officer. The EEO Officer/Title VI Coordinator is charged with the responsibility for implementing, monitoring, and ensuring UCDD's compliance with Title VI regulations.

Title EEO Officer/Title VI Coordinator responsibilities are as follows:

- 1. Receive and process the disposition of Title VI complaints.
- 2. Review annual Title VI reviews and audit of UCDD departments to determine the

effectiveness of program activities at all levels.

- 3. Coordinate training programs on Title VI
- 3. Prepare a yearly report of Title VI accomplishments and goals, as required.
- 4. Establish procedures for promptly resolving deficiency status and reducing to writing the remedial action agreed to be necessary, all within a period not to exceed 30 days. See **Appendix B- Title VI Policy**.
- 5. Prepare annual Title VI Implementation Plan as required by the Tennessee Human Rights Commission.
- 6. Disseminate Title VI information to the public and, where appropriate, in languages other than English. See **Appendix C Title VI LEP Plan.**

The Upper Cumberland Development District ensures compliance within programs by training all agency staff on Title VI regulations annually. This is a key component in fostering the Agency's mission to ensure all program recipients receive the best service possible in an environment free of discrimination.

# SECTION 5 DATA COLLECTION AND ANALYSIS

### A. Beneficiaries of Federally Assisted Programs

The primary beneficiaries of the Upper Cumberland Development District are the citizens within the Upper Cumberland region. Collection of specific participants' race, color, or national origin data is not collected. However, the most current United States Census information is utilized to ensure compliance with all Federal and State laws regarding inclusion.

## **B.** Minority Representation of Agency Staff

The following organizational charts displays the staff composition of UCDD as of February 2025:

Gender	Executive	Director	Manager	Specialist	Support	Front Line	Total
Male	1	1	1	7	4	1	15
Female	0	6	1	26	32	20	85
Total	1	7	2	33	36	21	100
Race	Executive	Director	Manager	Specialist	Support	Front Line	Total
White	1	7	2	31	35	20	96
Black	0	0	0	0	0	1	1
Hispanic	0	0	0	2	0	0	2
Native	0	0	0	0	0	0	0
American							
Asian	0	0	0	0	0	0	0
Hawaiian	0	0	0	0	0	0	0
Two or more	0	0	0	0	1	0	1
races							
Total	1	7	2	33	36	21	100

# SECTION 6 DISCRIMINATORY PRACTICES

The following activities would be considered discriminatory practices under Title VI:

- Denying any individual any service, financial aid, or other benefits offered by the Agency because of their race, color, or national origin.
- Treating individuals differently because of their race, color, or national origin.
- Using methods which directly or indirectly, through contractual relationships, defeat or substantially impair the accomplishment of effective non-discriminatory practices.

# SECTION 7 LIMITED ENGLISH PROFICIENCY (LEP)

Limited English Proficiency policies and procedures for the Upper Cumberland Development District are included as **Appendix C**.

As part of the LEP services UCDD utilizes telephonic interpretative services. UCDD's vendor for telephonic interpretative services is Avaza Language Services Corporation. Avaza Language Services Corporation 5209 Linbar Drive, Suite 603 Nashville, TN 37211 1-800-482-8292

The Upper Cumberland Development District utilized Avaza's translation services 0 times during the fiscal year July 1, 2024 – June 30, 2025.

The Agency has elected to provide its Title VI poster in both English and Spanish, the second most common language spoken in Tennessee. This poster is displayed in multiple locations. The Agency provides other written documents in Spanish as well; this includes program information on services, and EEO information. The agency website also provides information in Spanish.

# SECTION 8 COMPLAINT PROCEDURES

### A. Process for Filing a Complaint

A formal complaint must be filed in writing, within one hundred eighty (180) days of the occurrence of the alleged discrimination. See the Agency's Title VI Policy in **Appendix B**.

The complaint should be filed on the Title VI Complaint Form. See Appendix D.

The complaint may also be filed in a letter stating the elements of the complaint.

Allegations that are received by telephone, fax, or e-mail will be acknowledged and reduced to writing. However, a complaint form will be forwarded for the person(s) to sign and return to the EEO Officer/Title VI Coordinator for processing. The person to whom the complaint is made will document the elements of the complaint in writing if the complainant is unable or unwilling to file the complaint in writing.

The complaint must contain the following information:

- 1. Name, address, and telephone number of the complainant
- 2. Location and name of the agency, facility, or other office where the alleged discrimination took place
- 3. Identification of the agency staff alleged to have engaged in discrimination
- 4. The elements of the event(s) that led to the belief that discrimination occurred
- 5. The basis of the complaint, i.e., race, color, or national origin
- 6. Names, addresses, and telephone numbers of people who may have knowledge of the event.
- 7. The date(s) the alleged discriminatory event(s) occurred.

A complaint alleging discrimination against the Agency, or an Agency program may be filed internally with UCDD's Title VI Coordinator. In addition, a complaint can be filed externally with the Tennessee Human Rights Commission or the Office of Civil Rights of the U.S. General Services Administration.

### **B.** Investigation, Determination, and Ruling

The Department's supervisory staff shall forward all written complaints to the Title VI Coordinator within two (2) business days of the receipt of any complaint.

The Title VI Coordinator will:

- 1. Coordinate the review and investigation of complaints.
- 2. Notify the complainant of receipt of the complaint.
  - a. The notification will be accomplished by the most expedient means available, including e-mail, fax, or telephone call to be documented in writing and confirmed by letter.
  - b. The notification will include a request for a time and date an investigator can reach the complainant by telephone or in person to discuss the complaint.

- 3. Notify the complainant by certified letter of the determination and/or any remedial action that has been taken if it is determined that discrimination exists based on race, color, or national origin.
- 4. Maintain copies of complaints and findings for a minimum of three (3) years from the resolution of the complaint.
- 5. Take primary responsibility for investigating complaints and reporting findings to the Commissioner. The investigation will review, minimally:
  - a. Applicable practices and policies
  - b. The circumstances and events which led to the filing of the complaint
  - c. All other pertinent information
- 6. Complete the investigation and prepare a written determination on the alleged discrimination and/or make any recommendations on appropriate remedial action to the Commissioner within thirty (30) calendar days of receipt of the written complaint.

# C. The Upper Cumberland Development District Complaints for Fiscal Year 2024-2025:

No Complaints was filed against UCDD during FY 2024-2025

There were no lawsuits filed during fiscal year 2024-2025 against UCDD alleging discrimination on the basis of race, color, or national origin under any federally funded program or activity.

A copy of the Agency's Title VI Complaint Log has been included as **Appendix E** 

# SECTION 9 COMPLIANCE INTERNAL REVIEW

The Agency agrees that as a condition to receiving any Federal financial assistance, it will comply with Title VI of the Civil Rights Acts of 1964. The Title VI Coordinator has the overall responsibility for compliance with Title VI. The Title VI Coordinator, is responsible for coordinating Title VI within the UCDD programs. UCDD will make available to the Human Rights Commission any compliance reports upon request.

The Upper Cumberland Development District has included the Title VI Audit Checklist utilized for compliance checks. It is included as **Appendix F** of this Implementation Plan.

## A. Public Notice and Outreach

All UCDD departments receive Title VI posters and brochures for display and distribution. Agency program materials include standard language concerning non-discrimination practices and compliance with the requirements of Title VI.

The Title VI Coordinator is responsible for checking all Public Notice/Bulletin Boards on an annual basis to ensure all Title VI notices are posted and visible. In addition, the Title VI Coordinator is responsible for ensure all language regarding Title VI/EEO is keep up to date and in accordance with current Federal and State discrimination laws.

# SECTION 10 TITLE VI TRAINING PLAN

The Upper Cumberland Development District has communicated the Title VI policy to its staff through New Hire Orientation, annual training sessions, and posters displayed in centrally located areas, dissemination of Title VI brochures, the UCDD website, and by making information available upon request about its written non-discrimination policies.

UCDD clients have access to the Title VI policy via posters displayed in centrally located areas, dissemination of Title VI brochures, the UCDD website, and by making information available upon request about its written non-discrimination policies.

In addition, the Agency includes its non-discriminatory policy clause on all pro forma Invitation to Bid and Request for Proposal contract documents. The phrase "UCDD is an EOE" is also printed on any newspaper job postings.

UCDD provides and requires Title VI training for employees on an annual basis. For the current FY year, the Title VI Coordinator provided classroom training, held in a large capacity auditorium to accommodate staff. All UCDD staff were provided training packets on the day of training containing printed materials on Title VI. Training for UCDD employees was held on August 15th, 2024. Employees are required to attend either the spring or fall training. A copy of the Title VI Power Point utilized for the training is provided as an attachment. **See Appendix G** 

For fiscal year 2024-2025, a total of 89 employees completed the classroom training in August for Title VI, with the remainder scheduled for a make-up class (Note: new employees receive Title VI training during agency orientation). Records of training completion are maintained in

the employee's personnel files. Sign in sheets for classroom training are also maintained by the Title VI Coordinator. See Appendix H

The Title VI Coordinator will provide additional training to any employee as requested, or as needed.

# SECTION 11 PUBLIC NOTICE AND OUTREACH

## A. Commitment Statement

The primary goal of UCDDs Title VI Program is to ensure that all staff, contractors, and service beneficiaries are aware of the provisions of Title VI and the responsibilities associated with Title VI of the Civil Rights Act of 1964. We are readily available to provide high-quality technical assistance, resources, guidance, and any other information in regard to Title VI.

Information related to UCDDs Title VI Policy, which includes complaint procedures, is included as part of the Agency's Title VI Implementation Plan. A brief Title VI Fact Sheet created by the Human Rights Commission will also be made available on request. While this fact sheet does not contain information specific to UCDD, it does provide general Title VI information to the public in an easily accessible manner. Information on UCDDs Title VI policy will be made available on the UCDD website. In addition to electronic distribution, the Agency will provide all of these documents in print, upon request.

## **B.** Minority Representation

UCDD does not directly control the membership of any Board or Commission. UCDD board membership is comprised of elected official, and individuals appointed by those officials as Industrial Representatives. All County Mayors (County Executives) and City Mayors of the 14 counties within the Upper Cumberland region are automatically allotted a board member position. Industrial Representatives from each county are selected by the Mayors. When possible, minorities are selected as Industrial Representatives for the board and committees to help ensure minority representation.

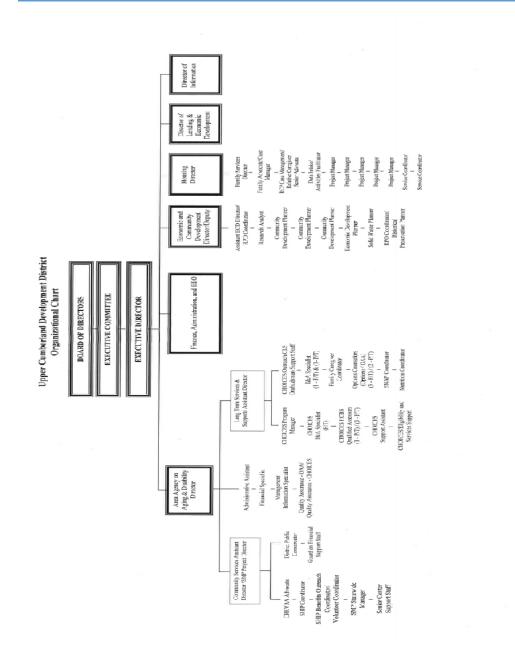
# SECTION 12 EVALUATION PROCEDURES OF TITLE VI IMPLEMENTATION

The Upper Cumberland Development District evaluates its Title VI compliance program on a regular basis to ensure effectiveness and efficiency and considers the following information when evaluating its Title VI program:

- Compliance reports received from the Human Rights Commission
- Recent complaints received
- Department program changes and additions
- Other relevant data and information

# SECTION 13 RESPONSIBLE OFFICIALS

Tammy Kulpa Equal Employment Opportunity Officer 1104 England Drive Cookeville, TN 38501 Phone: (931) 432-4111 Email: tkulpa@uchra.com



# APPENDIX A ORGANIZATIONAL CHART

Updated 07/16/2019

18 | Page

# UC C D Upper Cumberland Development District

# TITLE VI POLICY AND PROCEDURES

Approved By:

Effective Date: \_\_\_\_\_ February 2025\_\_\_\_\_

Last Revision: \_\_\_\_\_<u>February 2025</u>\_\_\_\_\_

#### Purpose: <u>To state the Commitment of the Upper Cumberland Development District to Title VI compliance.</u>

- I. <u>AUTHORITY</u>: TCA §§ 4-3-1105, 4-21-901, 4-21-904, 4-21-905, 49-1-304; Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d.
- II. <u>POLICY</u>: No person based on race, color, or national origin, shall be excluded from participation in, be denied the benefits of, or otherwise subjected to discrimination under any program, service, or activity operated, funded, or overseen by the Upper Cumberland Development District.
- III. <u>PURPOSE</u>: To ensure agency compliance with the requirements of Title VI of the Civil Rights Act of 1964 and related civil rights laws and regulations.
- IV. <u>APPLICATION</u>: All UCDD Employees, Contractors, Subcontractors, and clients who are eligible to receive federal funds and/or services.
- V. <u>RESPONSIBILITY</u>: The Title VI Coordinator will coordinate all programs and activities associated with Title VI complaint investigations and compliance monitoring.
- VI. <u>DEFINITIONS</u>: As used in this policy, include the following:
  - A. <u>Beneficiary</u>: Any person or group of persons entitled to receive benefits, directly or indirectly, from any federally assisted program.
  - B. <u>Complaint</u>: A written allegation of discrimination, which indicates that a program is operated in such a manner that it results in disparity of treatment to persons or groups of persons because of race, color, or national origin.

- C. <u>Compliance</u>: Fulfillment of the requirements of Title VI, other applicable laws, implementing regulations, and instructions to the extent that no distinctions are made in the delivery of any service or benefit based on race, color, or national origin.
- D. <u>Compliance Reviews</u>: Conducted by means of either regular inspections of Department programs to determine compliance with Title VI requirements, which may be conducted by means of on-site, or desk (structured paper) reviews of programs and associated documentation.
- E. <u>Contractor</u>: An individual, group, or company that agrees to perform services or provide commodities at a specified price pursuant to a contract.
- F. <u>Limited English Proficiency (LEP):</u> Persons that do not speak English as their primary language, and have a limited or no ability to read, speak, write or understand English.
- G. <u>Monitoring</u>: A review process used to determine compliance with the requirements of a state and/or federal program, applicable laws and regulations, and stated results and outcomes.
- H. <u>Recipient</u>: Any individual or group that receives services or assistance from any federally or state funded program or entity
- I. <u>Title VI Coordinator</u>: A position designated to ensure compliance with Title VI program requirements as well as all state and federal laws regarding Title VI

#### VII. <u>PROCEDURES</u>:

### A. <u>Complaint Filing</u>

A formal complaint must be filed in writing, within one hundred-eighty (180) days of the occurrence of the alleged discrimination.

- The complaint should be filed on a Title VI Complaint form, under Title VI of the Civil Rights Act of 1964 available on the Agency's internet webpage as well as by request from the HR Department, and reception desks
- 2. The complaint may also be filed in a letter stating the elements of the complaint.

3. Allegations that are received by telephone, fax, or e-mail will be acknowledged and reduced to writing. When possible, a complaint form will be forwarded for the person(s) to sign and return to Title VI Coordinator for processing.

The person to whom the complaint is made will document the elements of the complaint in writing if the complainant is unable or unwilling to file the complaint in writing. The complaint must contain the following information:

- a. Name, address and phone number of the complainant
- b. Location and name of the agency, facility, or other office where the alleged discrimination took place
- c. Identification of the agency staff alleged to have engaged in discrimination;
- d. The elements of the event(s) that led to the belief that discrimination occurred
- e. The basis of the complaint: race, color, or national origin
- f. Names, addresses and phone numbers of people who may have knowledge of the event
- g. The date(s) the alleged discriminatory event(s) occurred.
- 4. A complaint alleging discrimination against a division or entity of UCDD may be filed internally with the Title VI Coordinator.
- 5. In addition, a complaint can be filed externally with the Tennessee Title VI Compliance Commission or the Office of Civil Rights, U.S. General Services Administration.

#### B. Investigation, Determination and Ruling:

UCDD supervisory staff shall forward all written complaints received to the Title VI Coordinator within two (2) business days of the receipt of any complaint.

The Title VI Coordinator will:

- 1. Coordinate the review and investigation of complaints.
- 2. Notify the complainant of receipt of the complaint.
  - a. The notification will be accomplished by the most expedient means available, including e-mail, fax, or telephone call to be documented in writing and confirmed by letter.

- b. The notification will include a request for a time and date an investigator can reach the complainant by telephone or in person to discuss the complaint.
- 3. Notify the complainant by certified letter of the determination and/or any remedial action that has been taken if it is determined that there was discrimination based on race, color, or national origin.
- 4. Maintain copies of complaints and findings for a minimum of three (3) years from the resolution of the complaint.
- 5. Take primary responsibility for investigating complaints and reporting findings as needed. The investigation will review, minimally:
  - a. Applicable practices and policies;
  - b. The circumstances and events which led to the filing of the complaint
  - c. All other pertinent information.
- Complete the investigation and prepare a written determination on the alleged discrimination and/or make any recommendations on appropriate remedial action within thirty (30) calendar days of receipt of the written complaint.

#### C. Internal Appeal Process:

If the complainant is not satisfied with the Title VI Coordinator's findings and/or the remedial action taken, an appeal may be filed with the Executive Director and/or Grievance Committee, which constitutes the last level in the internal complaint system.

- Upon an appeal, the Director of Human Resources and the Title VI Coordinator will assist the Executive Director and the Grievance Committee in reviewing the matter and making a determination.
- 2. The appeal process can include, but is not limited to, discussing the complaint with the complainant, the alleged offender, the initial recipient of the complaint, available witnesses, and the Title VI Coordinator whose finding is appealed.

### D. External Review Process:

A complaint may be filed simultaneously with the Tennessee Human Rights Commission or the Office of Civil Rights, U.S. General Services Administration and with UCDD. In such case, the external complaint supersedes the internal UCDD complaint. Accordingly, the internal complaint procedures will be

suspended pending the outcome of the Tennessee Human Rights Commission or federal review procedure, unless there is a request from the external agency for assistance in the investigation.

#### E. UCDD Program and Activities Internal Monitoring Process:

- 1. The Title VI Coordinator will:
  - a. Coordinate desk audits and on-site reviews.
  - b. Ensure proper notice is given to employees and outside parties regarding the Department's nondiscrimination policy.
  - c. Ensure that LEP guidelines are followed and that Title VI materials are available.
  - c. Collect and maintain data on race and ethnic categories, if applicable.
- 2. Upon completion of the Review:
  - a. Prepare a corrective action plan outlining the steps that will be taken to correct findings, if any, identified in the monitoring report.
  - b. Provide the name(s) of the contact person(s) responsible for corrective action, the corrective action planned, and the anticipated completion date.

#### F. <u>Title VI-Compliance Review and Implementation Plan</u>:

- 1. The Title VI Coordinator will develop the UCDD, Title VI-Implementation Plan and monitor agency compliance.
- 2. The Implementation Plan will be prepared in accordance with guidance issued by the Tennessee Human Rights Commission (HRC).

# Signature Page

### VIII. Title VI Assurance

As required by contractual agreement, the Upper Cumberland Human Development District will comply with the applicable laws and regulations relative to nondiscrimination in federally or state assisted programs. This policy outlines the steps and procedures taken to ensure compliance.

### VIII. Signature of Tilt VI Coordinator

As required by the contractual agreement, the Upper Cumberland Development District will comply with the applicable laws and regulations relative to nondiscrimination in federally or state assisted programs and fulfill all above mentioned duties to ensure compliance.

Signature of UCDD Title VI Coordinator

Date

IX. Declaration of Administrative Head: Executive Director and Board Chairman

I declare that I have reviewed and approved the information provided in this Title VI Policy and Procedures on this date.

Signature of Executive Director

Signature of Board Chairman

24 | Page

Date

Date

UC D Upper Cumberland Development District

# FOUR-FACTOR ANALYSIS AND LANGUAGE ACCESS PLAN FOR LIMITED ENGLISH PROFICIENCY (LEP) PERSONS

February 2025

**Purpose:** In compliance with FTA C. 4702. 1. A. The Upper Cumberland Development District (UCDD) has developed the following Language Access Plan (LAP) for Limited English Proficiency (LEP) persons.

**History:** Title VI of the Civil Rights Act on 1964 is the federal law which protects individuals from discrimination on the basis of their race, color, or national origin in programs that receive federal financial assistance. In certain situations, failure to ensure that persons who have limited English proficiency can effectively participate in, or benefit from, federally assisted programs may violate Title VI's prohibition against national origin discrimination. Persons who, as a result of national origin do not speak English as their primary language and who have limited ability to speak, read, write, or understand English may be entitled to language assistance under Title VI in order to receive a particular service, benefit, or encounter.

**UCDD Four-Factor Analysis:** The following Four Factor Analysis will serve as the guide for determining which language assistance measures the Upper Cumberland Development District should provide to guarantee access to the program services offered by and/or through grant programs by LEP persons.

1. Number of proportion of LEP persons served or encountered in the eligible service population (served or encountered includes those persons who would be served by the recipient if the person received education and outreach and the recipient provided sufficient language services).

Currently, the US Census does not provide data regarding Limited English Proficiency below the County Level. Therefore, for determining the LEP population, for the Upper Cumberland Development District communities the estimated census social chart was utilized to determine the estimated LEP population in the UCDD district. This is an estimation of the LEP population and does contain a small margin of error, as indicated on the census charts. (please see attached US Census information)

All citizens are eligible for program services and participation activities administered by the Upper Cumberland Development District and most of all the agency's programs are open to the general public. As a result, LEP persons are likely to come into contact with program activities and program staff.

The overall 14 county percentages of people that speak a language other than English is 4.08%. However, only one language (Spanish) in the counties of DeKalb, Putnam and Warren was identified as exceeding the five percent (5%) benchmark, or 1,000 population mark. Eligible participants speaking "English less than very well" is greater than 5% or 1,000 therefore brochures and Title VI literature will be made available in Spanish. The language line and language cards with over 100 languages supported are provided and made available to all employees of UCDD and contractors to assist as needed with any participant needing interpretation services

#### 2. The frequency with which LEP persons come into contact with the program.

For the FY 2024-2025 year UCDD utilized AVAZA 0 times.

Given the LEP population percentages identified by the 2010 census, it is estimated that LEP persons routinely are exposed to UCDD programs. As a result, program information, including materials such as a customer pamphlets are available in Spanish and offered to the public.

#### 3. The nature and importance of the program, activity, or service provided by the program.

All UCDD programs and activities have the potential of encountering a person speaking a language other than English. UCDD programs provide services that allow LEP members of the community to interact with the public. This interaction can include, but is not limited to: the ability to travel to community functions, provides access to receiving medical care, and in home care, housing services, food assistance, and many others.

In short, the program services for the LEP community are exactly the same as for the English speaking population. Without these public services LEP populations may be less likely to engage in seeking assistance from their community due to language barriers. UCDDs goal is to allow LEP populations to have the same community experiences as their English speaking counterparts.

#### 4. The resource available and costs to the recipient.

Currently, language cards and access to a language line can be utilized to translate in over 100 languages and some written materials. Cost to the agency is billed per minute per phone call. AVAZA can also offer onsite translation services for events such as meetings or seminars. Translation needs are an eligible administrative expense covered by the programs. Accommodating LEP needs via these services are reasonable given the resources available to UCDD to fulfill its obligations.

**Certification:** Based on the above Four-Factor Analysis, the Upper Cumberland Development District is required to develop a Language Access Plan (LAP) UCDD has and will make all reasonable attempts to accommodate language access needs of residents requesting oral translation during participation activities and program services.

**Language Access Plan:** As a result of the preceding Four-Factor Analysis, the Upper Cumberland Development District has identified that language assistance be made available and provided on an as needed basis by UCDD through a language service.

• All UCDD contractors, and programs will make available as needed: Citizen Participation documents, project-related resolutions, public notices, and other requested material

to the identified LEP Language (Spanish) and upon request of other participants speaking a language other than English.

- Additionally, all published citizen participation advertisements in the counties of Dekalb, Putnam, and Warren will include a statement in LEP language (Spanish) as identified to indicate other program materials are available in LEP language upon request.
- If other populations of LEP persons are identified in the future, the Upper Cumberland Development District will consider additional measures to serve the language access needs of those persons.

# **Authorized Signatures:**

Preparer Signature/EEO officer	Date
Preparer Signature/ HR	Date
Executive Director Signature	Date
Board Chairman Signature	Date

	Cannon	-	Cumberland	rland	Clay		Dekalb	Р	Fentress	555	Jackson	nos	Macon	not
Population 5 Years and older	12,992	~	54,256	56	7,331	-	17,936	9	16,992	2	10,975	75	20,5	20,947
	Estimate	Percentage	Estimate	Percentage	Estimate	Percentage	Estimate	Percentage	Estimate	ercentage	Estimate	Percentage	Estimate	Percentage
English Only	12,609	97.10%	52,514	96.80%	7,199	98.20%	16,509	92.00%	16,648	98%	10,889	99.20%	20,168	
Launguage Other Than English	383	2.90%	1,742	3.20%	132	1.80%	1,427	8%	344	2.00%	8	0.80%	779	3.70%
Speak English less than "very well"	116	0.90%	662	1.20%	74	1.00%	915	5.10%	63	0.04%	14	0.10%	490	2.30%
Spanish	296	2.30%	1,100	2.00%	106	1.40%	1,075	6.00%	244	1.40%	89	0.60%	619	3.00%
Speak English less than "very well"	110	0.80%	500	0.90%	62	0.80%	779	4.3	46	0.30%	12	0.10%	490	2.30%
Other Indo-European Launguages	49	0.40%	401	0.70%	14	0.20%	160	0.90%	44	0.30%	18	0.20%	27	0.10%
Speak English less than "very well"	9	0.00%	53	0.10%	0	6%	133	0.70%	ð	0%	2	0%	Ð	36
Asian and Pecific Islander Launguages	4	0.00%	180	0.30%	12	0.20%	191	1.10%	56	0.30%	0	0%	133	0.60%
Speak English less than "very well"	Ó	0.00%	62	0.10%	12	0.20%	e	0.00%	17	0.10%	Ð	0%	Ð	%0
Other Launguages	34	0.30%	61	0.10%	0	0%	1	0.00%	0	0%	0	0%	0	6%
Speak English less than "very well"	0	0.00%	47	0.10%	0	0%	0	0.00%	0	0%	0	0%	0	60%
	Overton 0	=	Pickett	ett	Putnam	E	Smith	_	Van Buren	ren	Waren	en	Wh	White
Population 5 Years and older	20,788		4,891	16	68,947	17	18,025	5	5,312	2	37,407	07	24,6	24,642
	Estimate	Percentage	Estimate	Percentage	Estimate	Percentage	Estimate	Percentage	Estimate	ercentage	Estimate	Percentage	Estimate	Per centage
English Only	20,462	98.40%	4,787	97.90%	64,876	94.10%	17,636	97.80%	5,177	97.50%	34,778	93.00%	24,065	97.70%
Launguage Other Than English	326	1.60%	104	2.10%	4,071	5.90%	389	2.20%	135	2.50%	2,629	7.00%	577	2.30%
Speak English less than "very well"	47	0.20%	29	0.60%	2,376	3.40%	141	0.80%	13	0.20%	1,443	3.90%	150	0.60%
Spanish	179	0.90%	54	1.10%	2,532	3.70%	211	1.20%	66	1.20%	2,423	6.50%	497	2.00%
Speak English less than "very welf"	9	0%6	29	0.60%	1,583	2.30%	66	0.50%	9	0.10%	1,322	3.50%	141	0.60%
Other Indo-European Launguages	84	0.40%	37	0.80%	689	1.00%	87	0.50%	54	1.00%	81	0.20%	55	0.20%
Speak English less than "very well"	20	0.10%	0	0%	328	0.50%	26	0.10%	7	0.10%	22	0.10%	9	%0
Asian and Pecific Islander Launguages	63	0.30%	0	0%	370	0.50%	19	0.10%	12	0.20%	125	0.30%	25	0.10%
Speak English less than "very welf"	21	0.10%	0	0%	250	0.40%	5	0%	0	0%	66	0.30%	.0	%0
Other Launguages	0	0%6	13	0.30%	480	0.70%	72	0.40%	3	0.10%	0	0%	0	0%
Speak English less than "very welf"	0	0%	0	0%	215	0.30%	11	0.10%	0	0%	0	0%	0	6%
					To	Total								
Population 5 Years and	s and older	er			321,441	441								
				ш	Estimate	Percentage	ge							
English Only					308,317	95.92%	2%							
Launguage Other Than English	inglish				13,124	4.0	4.08%							
Speak English less than "very well"	than "ve	ry well"			6,533	2.0	2.03%							
Spanish					9,470	2.9	2.95%							
Speak English less than "very well"	than "ve	ry well"			5,185		1.61%							
Other Indo-European Launguages	unguage	5			1800	0.56%	6%							
Speak English less than "very well"	than "ve	ry well"			603	0.19%	9%							
Asian and Pecific Islander Launguages	r Laungu	ages			1190	0.37%	7%							
Speak English less than "very well"	than "ve	ry well"			472	0.1	0.15%							
Other Launguages					664	0.2	0.21%							
Speak English less than "very well"	than "ve	ry well"			273	0.08%	8%							

## **OVER-THE-PHONE INTERPRETING**



VAZA

Over-the-Phone (OTP) interpreting remains the most popular method of delivery for the interpreting industry. We believe that OTP services should be quick, flexible and managed to allow the best practices and minimize missed opportunities for our clients and the individuals that are limited to English Benefacean (LED) that are Limited in English Proficiency (LEP).

#### Quality from the start ...

Each of our Call Center Coordinators must initially complete at least 20 hours of training before they are ready to take calls. This enables us to better assist you in professionalism, accuracy, and precise monitoring. With these three attributes, we are able to gather detailed information and connect you to an interpreter in a matter of seconds.

#### Professional Training...

AVAZA interpreters follow nationwide standards of interpreting from the leading training organizations and curriculums. From ethics to practice, and confidentiality to compliancy, interpreter trainings are continuous, effective and integrated with call center processes and customer care trainings. In addition, AVAZA interpreters submit to the mandatory completion of the nation's leading medical interpreter training program (Bridging the Gap Medical Interpreter Training) and further professional development in healthcare.

Technology... Providing quality language services over-the-phone requires scalability in telephony systems and/or server platforms that meet redundancy, reliability, security, and performance needs. While our systems engage in those fundamental needs, we continuously race to integrate the newest technologies that only support efficiency in the deployment of our services.

#### **Delivery of Services...**

User-friendly

- Support in over 130 languages and dialects
- 24/7 access
- Qualified medical interpreters
- Proficiency in active-languages
- Aggressive quality control
- · Emphasis on clarity, customer care, and consistency
- Billing for usage only
- No monthly or annual fees

The best in over-the-phone language support, available 24/7, 365 days a year

615.534.3400 | fax: 615.810.8506 | 800.482.8292 www.avaza.co

30 | Page

© 2011 Avaza Language Services Corp.

Language Services Corp

#### How to Connect to AVAZA Language Services

In the event that you need an interpreter, we have created a simple process to contact us. However before beginning, here are the ground rules:

- Interpreting is the conversion of language orally.
- Translating is the conversion of language on documents. •
- LEP (Limited English Proficiency) is a person described as being unable to communicate effectively, in this . case, English.

Here is how you can access our services. This can be done in many ways:

- 1. When the LEP person is present at your location. If the LEP person is present with at your location, dial the assigned AVAZA number.
  - а b. Be ready to provide your access code, your name, and the language that you are requesting.
- c. Provide the information above and you will be connected to an interpreter.2. When the LEP person is on the telephone with you.
- - a. If the LEP is on the telephone with you, place them on hold and dial the assigned AVAZA number.
  - b. Be ready to provide your access code, your name, and the language that you are requesting.

  - Provide the information above and you will be connected to an interpreter. Once you have the interpreter on the line, conference in the LEP, yourself and the interpreter. If you do d. not know how to use your conferencing feature on your telephone, please contact your telephony
- administrator. 3. When you need to contact the LEP and conference in the interpreter.
  - If you need to contact the LEP person at home, dial the assigned AVAZA number.
  - b.
  - Be ready to provide your access code, your name, and the language that you are requesting. Indicate that you need to perform a "call out" (understand that you must have the LEP person's contact C. number)
  - Provide the LEP person's contact number and our agents will call that number and conference in all d. parties.

Here are your corresponding numbers for AVAZA Language Services for the various regions in the state of Tennessee:

NUMBERS TO DIAL TO ACCESS AN AVAZA INTERPRETER

(615) 534-3405 - Nashville (901) 257-3190 - Memphis (865) 342-7768 - Knoxville area (731) 410-2911 - Jackson area (931) 472-0446 - Clarksville area (423) 424-0950 - Chattanooga area

If you have any questions or concerns, please feel free to contact me:

Timothy Capra, Senior State Manager t.capra@avaza.co (615) 534- 3403

novinni 45.2010 Avara Carlavane Services Crzo.	Dischemary This work provided by Avata Language Services Couples protected by the Relevant Copyright Low, At unautrier and use withe proceeded to the fall extent are
ooy lah) 6 2010 Ayaza Camjulaga Sarvosa Corp.	Disclatmac: This work provided by Avaza Language Services Coup is protected by the Relevant Copyright Luw). At unautrice and use will be prosecuted to the hull as

5209 Linbar Drive, Suite 603 Nashville, TN · 37211

Phone: 615.534.3400 Fax: 615.810.8506

www.avaza.co

AVAZA Language Services Corp.	LANGUAGE IDENTIFICATION G	UIDE
Do you speak English?	Point here and an interpreter will be assigned to you, at no cost.	English
¿Habla Español?	Señale aquí y se le asignará un intérprete sin costo.	Spanish
هل تتكلم العربية ؟	أشر هنا والمترجم سيكون موجوداً مجانا .	Arabic
تەكوردى دەئاختى؟	ئیشارہت فیری بکه تەرجومان بز تەحازر دکەین ، بە خورای.	Kurdish (Behdini)
ئايا كوردى قسه دەكەيت ٢	نيشارمت لٽره بکه موتهر جيمت بۆناماده دهکهين ، به خۆراي.	Kurdish (Sorani)
آیا شما فارسی صحبت میکنید؟	تروصه مجترم ك یدیند دراشا اجتیا ۹٫ رگا رایگان در اختیار شما قرار میگیرد.	Farsi
Bạn nói tiếng Việt phải không?	Chỉ vào đây và sẽ có người thông dịch viên giúp đỡ Bạn, Bạn không phải trả gì hết.	Vietnamese
Maku hadashaa afka somaaliga?	Halkaan farta ku-fiiq turjubaan lacag la-an ayaad heleysaa.	Somali
Da li govorite Bosanski?	Pokažite ovdje i prevodilac će vam biti obezbijedžen, besplatno.	Bosnian
Parlez-vous français?	lci, un interpreteur sera assigné pour vous, sans avoir payé.	French
ຫ່ານເວົ້າພາສາລາວແມ່ນບໍ່?	ກະຮຸນາບອກເຈົ້າໜ້າທີ່ຕາມນີ້ຈະມີນາຍພາສາມາແປໃຫ້ທ່ານໂດຍບໍ່ໄດ້ເສັງເງີນ.	Laotian
你會講中文嗎?	請點在這裡我們爲你兒覺提供翻譯服務.	Chinese (Mandarin)
日木語を話せますか?	ここを指して下さい。 無料の通訳者を指定します。	Japanese
Je-una azungumza kiswahili?	Nyosha kidola hapa na utatafsiriwa bila kulipa chochote.	Kiswahili
Voce fala Português?	Aperte aqui e um intérprete lhe será fornercido sem custo algum.	Portuguese
कया आप हिंदी बोल सकते है ?	इञ्चारा यहां पर किजिये, भाषांतर करनेवाले विनामुल्य मिल जायेंगे ।	Hindi
한국어를 하십니까?	이곳을 지적해주시면 통역자가 무료로 호출됩니다.	Korean
Вы говорите по-русски?	Укажите сюда, и совершенно бесплатно Вам будет предоставлен переводчик.	Russian
አማርኛ ይናንራሱን?	በጣትዎ ወደዚሕ ያመልኩቱ ያለምንም ክፍያ ኣስተርጓ ሚ ይመደብሱ-ታል!	Amharic
Eske ou pale kreyòl	Pwen isit la e yon entèprèt ap vin ede'w gratis.	Haitian Creol
Jin kueni Thuok nuera?	Wane eme deri thuok nuera jek ke kuic du a thil kok.	Nuer
તમે ગુજરાતી બોલી શકો છો?	અહિંયા ઇશારો કરો, ભાર્યોતર કરનાર વિનામુલ્યે મળી જશે.	Gujarati
Turkçe biliyormuşunuz?	Burayi gösterirseniz, ücretsiz tercuman size yardim edecektir.	Turkish
คุณพูดภาษาไทยหรือเปล่า?	กรุณาบอกให้ทราบด้วยถ้าคุณต้องการคนแปล	Thai
Afaan Oromoo nidubata	Harkake asiti baasi gargasa Afaan hikaa malaqa duwa argaata.	Oromo
Avaza Language Services C 5209 Linbar Dr. Suite 603 Nashville, TN 37211	fax: 61	15.534.3400 15.810.8506 00.482.8292



<section-header><section-header><section-header><section-header><section-header><section-header><section-header><section-header><section-header><section-header><section-header><section-header><section-header><section-header><section-header><section-header><section-header><section-header><section-header><section-header><section-header><section-header><section-header><section-header><section-header><section-header><section-header><section-header><section-header><section-header><section-header><section-header>

#### Transfer

To Transfer an active call:

- 1. Press 🗡 🗯 ( TRANS/CONF ).
- 2. Dial the number of the third party.
- 3. Do one of the following:
  - To complete the Transfer, hang up.
  - To announce the Transfer, wait for an answer, consult, and hang up.
  - To cancel the Transfer, press  $\bigotimes$  ( **CANCEL** ).

To transfer an active call during headset operation:

- 1. Press 🔎 🕸 ( TRANS/CONF ).
- 2. Dial the number of the third party.
- 3. To complete the Transfer, press the Release feature key.

#### Conference

To form a Conference when a two-party call is already in place, or to add another party to an existing Conference:

- 1. Press 🔊 🕼 ( TRANS/CONF ).
- 2. Dial the number of the next party.
- 3. Wait for an answer.
- 4. Press → 🛱 ( TRANS/CONF ).

To leave a Conference:

• Hang up or press 🗵 ( CANCEL ).

#### Conference Split (5324 IP Phone only)

To Split a Conference and speak privately with the original party:

• Press the Split softkey.

#### Add Held (5324 IP Phone only)

To move a call on hold to another line appearance:

- 1. Press an available line key.
- 2. Press the AddHeld softkey.
- 3. Press the flashing line key.

To add a call on Hold to an existing conversation or conference:

- 1. Press the AddHeld softkey.
- 2. Press the flashing line key.

# 2020 Census information is attached to the original

# FOUR-FACTOR ANALYSIS AND LANGUAGE ACCESS PLAN FOR LIMITED ENGLISH PROFICIENCY (LEP) PERSONS

If you desire to access this information in its entirety please contact the UCDD Title VI Officer

## Upper Cumberland Development District Title VI of the Civil Rights Act of 1964 *Discrimination Complaint*

Federal law prohibits discrimination against persons based on their race, color, religion, sex or national origin. You have the right to complain to the Upper Cumberland Development District if you feel that you have been discriminated against for these reasons.

Please provide the following information so that your complaint can be investigated thoroughly. If you need help in completing this form, please let us know.

## 1. TYPE OF COMPLAINT. Circle which type of complaint you are filing-.

a. Race b. Color c. Sex d. National origin e. Religion

## 2. COMPLAINANT CONTACT INFORMATION. Provide your name and address.

Name			Address	
Telephone         Cell(	)		City	
E-mail		County	State	Zip

## 3. **RESPONDENT\_CONTACT INFORMATION.** *Provide the name and address of*

party(ies) that you believe discriminated against you:

Name	Address		
Type of Business	City	State	Zip

(For Employment Only) Name of Immediate Supervisor Telephone County

4.	WHEN DID THE DISCRIMINATORY ACT(S) OCCUR?         Beginning date of the alleged discriminatory act?
	Most recent date of the alleged discriminatory act?
	Is the alleged discriminatory act ongoing? <i>Please circle one</i> : Yes No
5.	In your own words, explain what happened and who you believe was responsible. Please be as specific as possible. You may attach additional sheets if needed.
6.	Have you tried to resolve this complaint with the institution, agency or person? <i>Please circle one.</i>
	Yes No
	If yes, what is the status of the complaint?

## Upper Cumberland Development District Title VI of the Civil Rights Act of 1964 *Discrimination Complaint*

7.	Aı	e you filing this complaint for someor Yes	ne else? Please circle one. No	
	If	yes, against whom do you believe the	discrimination was directed?	
	Fir	st Name ————	Last Nam <del>e</del>	
8.	Hav	ve you filed this complaint with any ot	ther federal, state, or local age	ency, or with any
	fed	eral or State court? Please circle one.		
		Yes		No
9.	Na Ag Ad	hat is the name of the contact person me gency/Court dress		·
		γ, State, and Zip Code lephone Number ()		_
	8.	Please sign below. You may attach ar be helpful to us in looking into your c	-	information that you think can
		Complainant's Signature		Date
		Mail this form to:	Title VI Equal Opportunity 1104 England Drive Cookeville, TN 38501 Phone: 931-432-4111	Office

Filing a complaint with our Title VI Office is voluntary. However, without the information requested above, our Title VI Office may be unable to proceed with your complaint. We collect this information under authority of Title VI of the Civil Rights Act of 1964, and other civil rights statutes. We will use the information you provide to determine if we have jurisdiction and, if so how we will process your complaint. Information submitted on this form is treated confidentially and is protected under the provisions of the Privacy Act of 1974. Names or other identifying information about individuals are disclosed when it is necessary for investigation

of possible discrimination, for internal systems operations, or for routine uses, which include disclosure of information outside the department for purposes associated with Civil Rights compliance and as permitted by law.

## APPENDIX E DISCRIMINATION COMPLAINT LOG

	Investigator							
	ADR: Yes or No							
۲Þ	Date of Disposition							
ΓOC	Is Respondent a recipient? Disposition Yes or No							
NT 4-2022	Is Respondent a recipient? Yes or No							
$\mathbb{PLAI}$	Name of Respondent							
	Description/ Issue of Complaint							
CRIMINATION COMPLAINT LOG Name of Entity: Upper Cumberland Human Resource Agency 2014-2022	Grounds/Bases of Complaint							
Upper Cumbe	Date of the Alleged Discriminatory Incident							
RIMII) ne of Entity:	Address of Complainant							
DISC	Name of Complainant							
	Date of Complaint							

# 5 < ĺ < F N L J AL ALULA

## UC C D Upper Cumberland Development District

## **Title VI Audit Checklist**

UCDD OFFICE SITE:		
ADDRESS:		
CHECKLIST COMPLETED BY:		
DATE:	_	
1. Are Title VI Posters prominently displayed within the facility? _	YES	NO
If yes, where?		
If no, please explain:		-
2. Has the office developed and implemented policies and procee enforcement of Title VI compliance? YES	-	and
3. Does the office have copies of existing written policies regardin YESNO	ng Title VI (Non Discrimir	nation)?
4. Are records kept of any/all Title VI complaints received at the of Where are the records kept?		
Number of complaints received during the last fiscal year:		
<ol> <li>State name(s) and title(s) of person(s) who reviews/receives a</li> </ol>	and make reports of all c	omplaints:
<ul> <li>6. Were the Title VI complaints received forwarded to the Title V</li> <li>3 days)?YESNO</li> </ul>	'I Officer in a timely mat	ter (within

If not, Why? \_\_\_\_\_

7. Has the office developed and implemented policies and procedures for monitoring and enforcement of Title VI compliance? \_\_\_\_\_\_ YES \_\_\_\_\_ NO

8.. Is information on Title VI and laws requiring equal services to all on the basis of non discrimination disseminated to the general public, including minority groups?
 \_\_\_\_\_\_YES \_\_\_\_\_\_NO \_\_\_\_\_N/A

If yes, state by whom and method used:

9. Has your staff received training on the policy for Title VI/Limited English Proficiency (LEP) compliance? \_\_\_\_\_ YES \_\_\_\_\_ NO

10. Has your entire staff been trained on how to utilize the translation services provided to the agency? \_\_\_\_\_ YES \_\_\_\_\_ NO

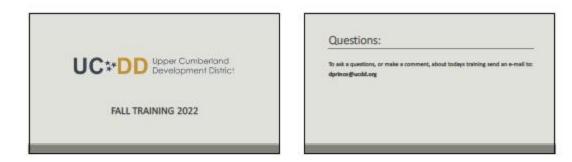
Auditors Signature

Date

Site Supervisors Signature

Date

## APPENDIX G TITLE VI POWERPOINT TRAINING



	Know Your Demographics	
UCKOD ISSUES	insta Los Institus	
Title VI	Herale	
	wide	82.42%
Service Area Republicen	Black or Milkan American. 4,458	1.286
	Amerikan Indian	.186
1.1	Higariki	8.87%
	Hansellan Other Pacific Islander	296
	Adam 1.604	.47%
and an and	CDat	1.9%
	1201 Carmon Date from Million (Sector Resemble of	S (manifestion) for manage



Who Does Title VI Apply To? Title VI of the Ovi Rights Act of 1964 applies to both Respirators and Sub-metghants of Redefinitionian.

What Are The Protected Classes Under Title VI?

Race U.S. Carson sategories define race Persons of any race are protected classes.

Color Discrimitation based on skin solar or complexion is prohibited

Rational origin Foreign later anostiry





#### Limited English Proficiency (LEP)

Title VI regulations also require that responsible steps be taken to ensure meaningful access to the benefits, services, information and other important portions of their programs and activities for individuals who are LER.

LEP: Persons for whom English is not their primary language and who have limited ability to speak, understand, read or write English.

It includes BOTH people who reported to the US Census that they do not speak English well AND people who reported that they do not speak English at all.

UCH La Contra and Cont

The VI

#### Limited English Proficiency (LEP)

Requires information and services be provided in languages other than English when significant numbers of beneficiaries are of limited speaking ability.

Requires entities to notify the respective population about applicable programs.

Title VI regulations also require that responsible steps be taken to ensure meaningful access to the benefits, services, information and other important portions of their programs and activities for individuals who are LIR.

#### UC HONE Recordering Disparate Treatment and Disparate Impact Disparate Treatment- An intentional decision to treat Individual afferently lased on a protected class Disparate Impact. A facially neutral policy or practice that has a diagraphic area

UC> DC bestroom

#### Filing A Title VI Complaint

Program participants or potential beneficiary of any AAAD program should submit complaint to:

> Damon Prince HR Manager/Title VI Officer 1104 England Drive. Cookeville, Tennessee 38501



## Health Insurance Portability and Accountability Act

Federal law passed by Congress in 1996 Guidelines implemented in April 2008 HERMA regulations were designed to:

Protect persons right to privacy and carifidentiality Assure security of personal information transferred or manualised to any form

What does HIPAA do?

Gives individuals more control over their protected health information (PHI).

Set boundaries on the use and disclosure of health records.

Establish saleguards to protect all PHL

Hold violators accountable through civil and criminal penalties

Prior to HIPAA, no generally accepted set of security standards or general requirements for protecting health information existed

# UCHIDISELE

UCHUD

#### What is PHE? Health information, including demographic information

Relates to an individual's physical or mental health or the provision of or payment for fisalth care

identifies the individual Rame Aktives One of Strip Sector by Norder

Also includes e-PH ("electronic protected health information")

410993438

#### UC >>>> hittimeses

UGrat

General Rule

Covered listily may not use or disclose PHI, escept as permitted or required by Privacy Rule.

information can be disclosed to HHG, to investigate or determine compliance with Privacy Rule

45 CFR § 164,903(4)

# UCHINE

#### Permitted Uses and Disclosures

Individual A covered withy may dialose protocold hash's information to the individual with in the science of the information.

I will be a set of the set of the

## UCREATE

#### Public Interest

Problem conserver Required by Law- Covered exciting our and disting periods barth interaction actional individual authoritation on required by law (Installing by statistic, regulation, or even't orders).

Voltims of Alsane, Registi or Domestic Violence.

Permitted Uses and Disclosures

Less followersent Purposes,- to identify an issues a suspect, fugitive, statistical actions, or withing person

Incidental Use and Disclosure Industration lating shared was limited to the "interna-mentary"

#### Protection

UC+D Distant Second

. 1

PH should be shared with as few individuals as needed to ensure patient/libert care and then only to the extent demanded by the tochologity rule.

Do not discuss PHE In sommon areas

Protect and secure files.

Include a Confidentiality Notice on email messages, faxes etc.

C three PH in teach



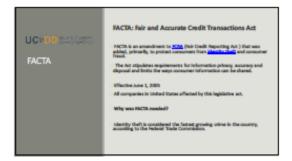
UCP DE Las Contentes

Potential Consequences of HIPAA Violations

Ovil penalties (no willful neglect)
 S100 per visiation
 Cappel at \$25,000 per year

Criminal penalties (deliberate violations) - Up to \$10,000 & one year implement - Up to \$100,000 & free years implement - Up to \$100,000 & free years implement Nue protenses 5255,000 (mentrie sell or use for parsonal gain)

Report violations to the Human Resources Depa

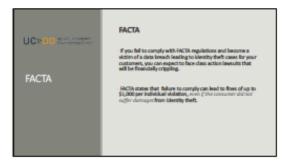


#### FACTA

It enforces the proper destruction of consumer information such as; name, address, SSN, credit information and the data compiled from this information

It gives consumers the right to one free credit report a year from the credit reporting agencies,

FACDA requires that all businesses, regardless of size and industry, properly protect and dispose of the personal information they collect about their customent and



#### Whistleblower Protection Act

What belows regists and productions were initially addressed the <u>role lambs</u> before a lambda and the role of the

A skilation of law, rule, or regulation Gross mismanagement Gross waste of funds Mouse of authority Substantial and questific danger to public health or safety

The federal Pales Claims Act (ppl tan) providion is one of the strongest whistlablower protection laws. It alknes private persons to bring lawsuits on the governments behalf with a

#### Fraud, Waste & Abuse

The purpose of the Fisual and Abuse Policy is to comply with the requirements of the Deficit Reduction Act of 2005 with regard to Federal and State bias claims laws.

The development of policies and education relating to bike claims, whicheblower protections, and procedures for detecting and preventing fluxed and abuse must be implemented. The policy is designed to meet negulatory requirements and protect provident, window, and employees.

## UC+DD treatment

#### **Definition of Fraud**

An interdional deception or misrepresentation made by a person with the knowledge that the deception could result in some unauthorized benefit to himself or some other person. It includes any part that constitutes fisual under applicable Federal or State Law.

#### Can Include:

False statements or deliberate omission of information that is critical in the determination of authorization and payment for services.

alling for services that were never rendered

Billing for more expensive services or procedures than were actually provided or performed

ABUSE

Differences

Practice that are incondictent with sound flacel, business, or medical practices, and result in an unnecessary cost to health programs, or in minibursement of services that are not necessary, or that fail to meet professionally recognized standards for health care.

Fraud, Waste & Abuse

Fraud, Waste & Abuse

UC+DD Balantes

Fraud, Waste &

It also includes recipient practices that result in unnecessary cost to the Medical/TexnCare Program or to the Federal or State Government.

Abuse can result in the same process impediments and unnecessary cost of care as fraud.

The difference between froud and abuse is the intent behind the action.

Read is intentional deception or micropresentation with knowledge that the information is false.

Abuse involves actions that are inconditiont with sound facal, business or accepted behavioral healthcare practices and result in an unnecessary cost or in mimbursement for services that see not melicially necessary or that fail to meet professionally recognized standards for healthcare.

Waste UC+DD togetoretak Waste is the inappropriate or inefficient use of resources Waste also refers to useless consumption or expenditure without adequate return, or an act or instance of wasting.

Fraud, Waste & Abuse



**Prevent** Fraud and Abuse Ensure all member information you submit is accurate and the services provided are in the best interest of your Client.

Aik yourself the following questions: — Hear 1 Stabut the sight divide and weighted significations — Hear 1 weighted in advance intervention — Hear the average and advance intervention — To these the average and advance of a source davance — Hear weights of generate accessive and length of each session accessive? — Hear the averages for which 1 are billing been performed? Promote a culture of compliance

#### Violations

UCHUD Fraud, Waste & Abuse

## Fraud wants and abuse is Regulated by law. Pederal Palse Claires Aut Anti-Hollines Statute Receipting industrient Line Rectation Statute Ministrationer Polastics Ac Ministrationer Polastics Ac Other Network Network Path Laws Physician ball Referred Problettion (Bark Law) Cold Nucleary Realities Law (DMR) Health Transition Particletty and Associately Act (HPNA) Defails Relation Act of 2008



#### Reporting Fraud, Waste and Abuse

1-809-242-5484

Cookerdie Registral Office S180 Registral Drive, Solie M.B. B Cookerdin, TH 18505

H1-129-1082



5.12 Gifts and Gratuities-Acceptance Prohibited

Employees of the Agency, and of its subcontract agencies, are probabled from scrapping gift, more, and gestuides from percommercing benefits or convices of the agency or those performing services under contract or otherwise in a position to benefit from as employee action.

#### Anti-Kickback Statute

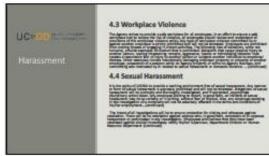
The anti-kickback statute makes it Beggi for provident (inducing physician) to knowingly and wilffully accept brites or other forms of payments in return for generating basiness.



#### 6.9 Timesheets and Wage Payments

6.9 Timesheets and Wage Payments The technical work and data at 2024 as horizon and data protocol and independent the tabasets for the second of an analysis of the technical and the second and the second second and the second second and the second technical protocol and the second second and the second second second second second second second technical protocol and the second technical technical second secon

Your important self access are questions you may have along you gay. If you have not be been made, buy it to be inside a dyour hypertain to be any self-to be the measury. As a group in the part dwell, surrections will be made in the net of the degrad the part of the strategies.



	Types of Harass
UCREASE	Cauld Pro Caus- the lag promises to give emp favors
Harassment	Hostile Bruktosmeno- pervasive in the work hostile, or offensive w conduct

nent

gressor threaters to withhold, or logment becefits in exchange for sexual

hamssing conduct is so sever or place that it creates an individual or work environment for the target of the

Retailation of any kind is stitutly prohibited. Engineeries should not be retained against for reporting, or engaging in any type of investigation or complaint.

#### How to Report Harassment

#### 3.1 Open Door Policy

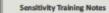
UC+UD Street Streetwork



# 

4.9 Grisnence Procedure Intelligence and a state of the state of the state of the state intelligence and the state of t

Please see the UCDD Handbook for the entire Orlevance Pullsy-



UC+DD Settlements

## Play your part in the workplace:

Avoid participation in "inappropriate behavior" Respect your co-workers, regardless of differences Do not jump to conclusionsbased on actions or physical appearance Engage in views from another perspective

Open to change, adjustment, or revision Proper Communication – wethal and email Professionalism\_most of the time...

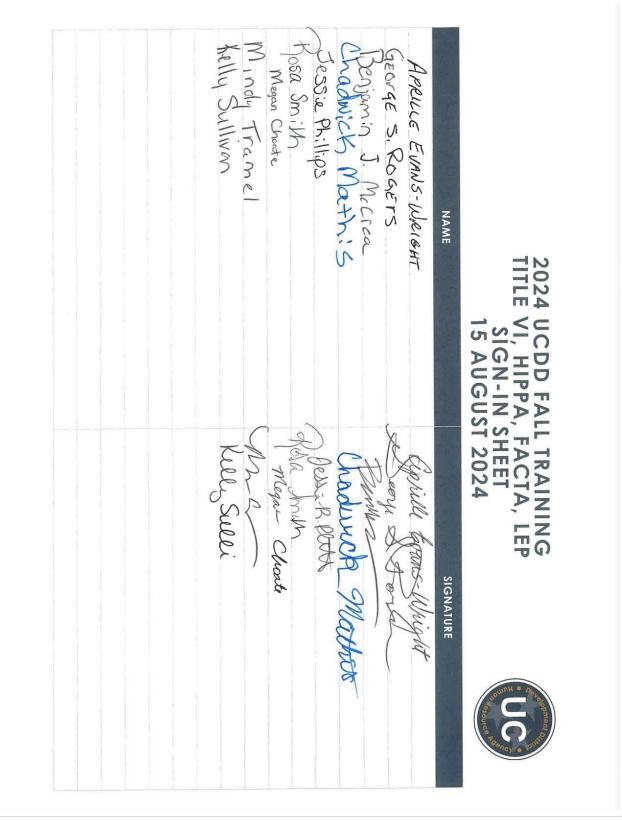
## UCVD D Bally and

#### **Becoming A Better Agency**

Core Values & iteliefs - who we are Vision & Mitsion Statement - what we do, what we look like Goals - where we want to go or be Strategies - how we will get there Perimeters - boundaries, following rules DO YOU WWIT TO DO YOUR PART777?

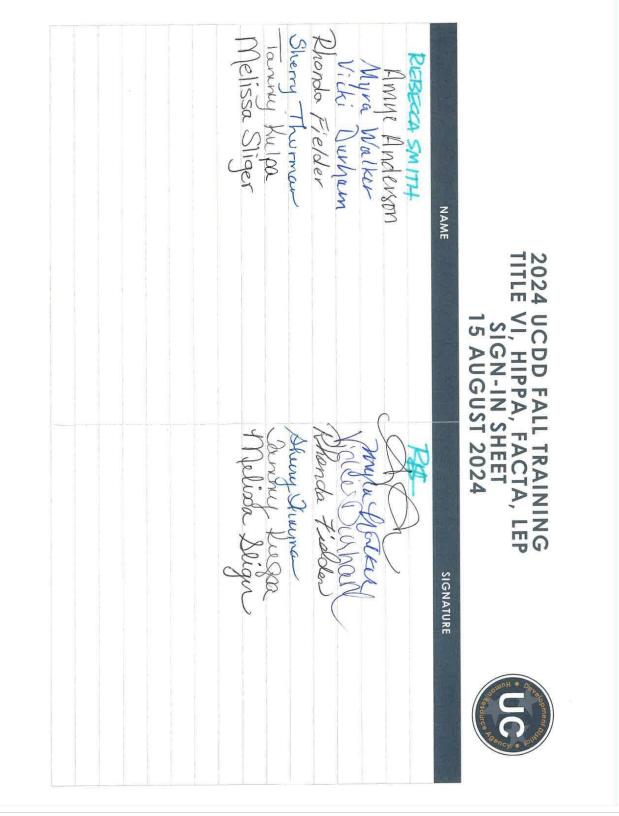
# APPENDIX H TITLE VI TRAINING- Sign in Sheet

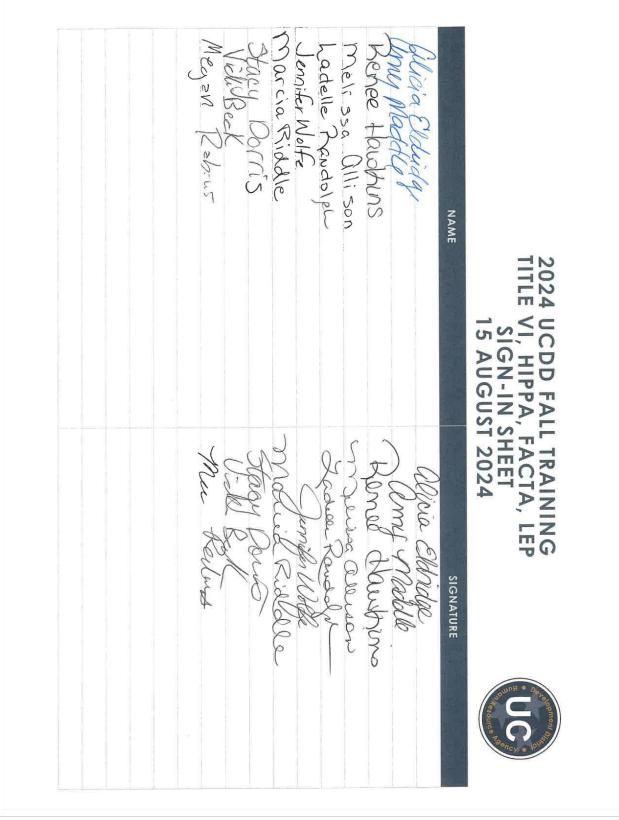
ł;	Debbie Martins Debbie Martins Nester Chavez Sonny Sexton Trish Cost Tish Cost Trent Carter Chad Blain	
	2024 UCDD FALL TRAINING SIGN-IN SHEET 15 AUGUST 2024 Newbie Mathematics Million Andread	
	ATURE	



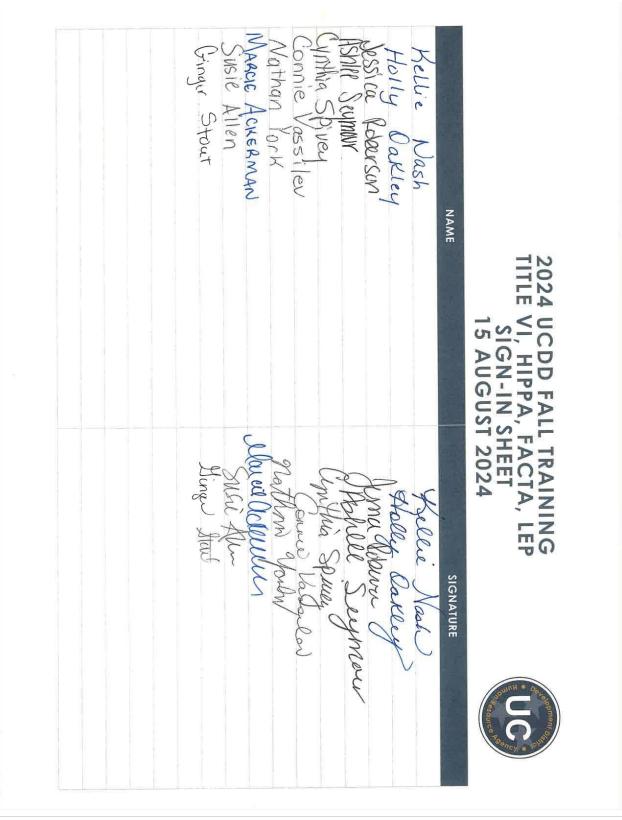
	Mark Farley STEPHEN KREIS Jonathan Goodwin Kewis Battorton Mason Gramson	
×	2024 UCDD FALL TRAINING TITLE VI, HIPPA, FACTA, LEP SIGN-IN SHEET 15 AUGUST 2024	
	SIGNATURE Hand Hand Manager	

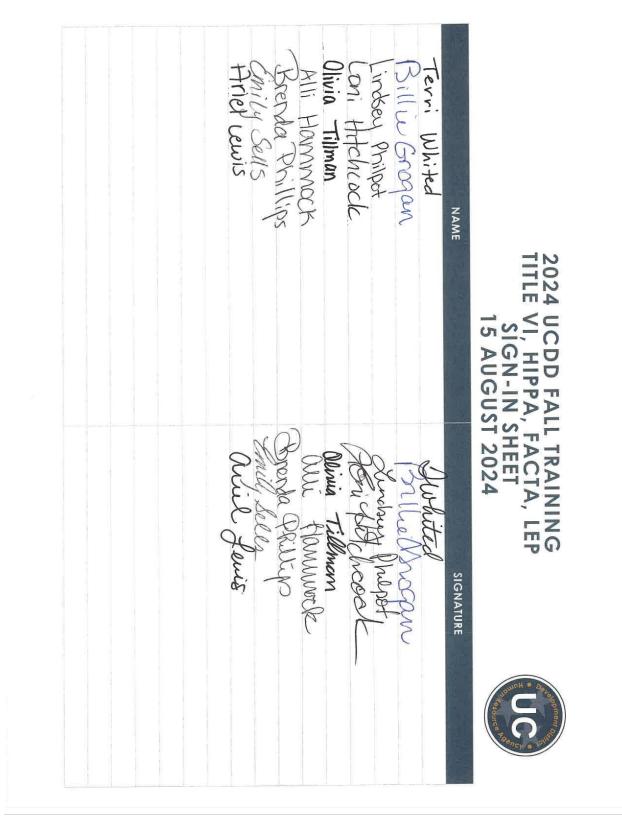
2024 UCDI TITLE VI, H SIGN JEAF Holges Meghian Moore Kelly Clarkson Jonine Lopec Nikke Farlow MIRE BRAN Jumn Drew	
2024 UCDD FALL TRAINING SIGN-IN SHEET 15 AUGUST 2024 ISINITIE VI, HIPPA, FACTA, LEP SIGN-IN SHEET 15 AUGUST 2024 ISINITIE ISINITE	

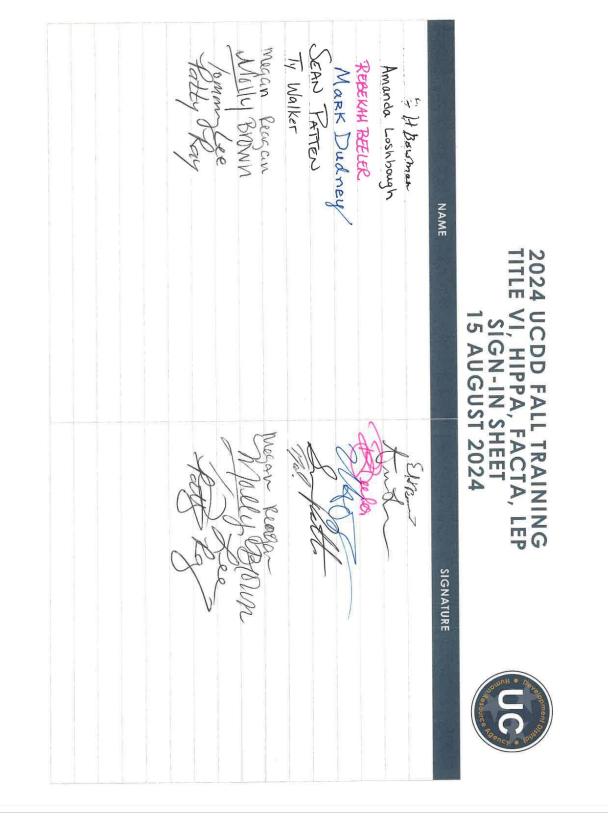




MARcia Hodges Hannah Glover Saira Moore Heather Melton Brevok Bilbray Rechel Mediey Peggy Walker Shenry Bilbray Kathy Weaver haven Inda Cumming 5 Kennedy\_ NAME 2024 UCDD FAL TE VI, HIPPA, FACTA, SIGN-IN SHEET 15 AUGUST 2024 L TRAINING Hannah, Slouin Naren mon Warcie Abo Karthur ann Junda unda U Parriale Billbur LEP m Paura Darce ennedy Chr SIGNATURE bre C







#### Discrimination prohibited by Title VI

There are many forms of illegal discrimination based on race, Inele are many forms of megal dust immutator based of race, color, or national origin that limited the opportunity of minorities to gain equal access to services and programs. Among other things, in operating a federally assisted program, a recipient cannot, on the basis of race, color, or national origin, either directly or indirectly:

- Deny program services, aids, or benefits
- Provide a different service, aid, or benefit, or provide them in a manner different than they are provided to others; or Segregate or separately treat individuals in any matter related to the receipt of any services, aid, or benefit

#### Programs or services include but are not limited to:

- Transportation
- Tansportation Construction The distribution of benefits and services Tax Benefits enjoyed by private agencies, fra ternal and non-profit organizations (i.e. 501 (c)3) as well as education institutions
- Location of facilities
- Law enforcement
- Law enforcement Program effects on people in applicable com-munities Healthcare (i.e. Medicare, Medicaid, Tenncare), social services and public welfare Natural resources and the environment

- Employment and job training Housing and community development Agriculture

#### Title VI Federal-aid Contract Provisions:

All Federal-aid contracts must include Title VI contract assurance language which requires compliance with Title VI of the Civil Rights Act of 1964. Federal-aid contractors may not discriminate in selection and retention of first-tier subcontractors; subcontractors Selection and retention of inst-tier subcohractors, subcontractors, may not discriminate in the selection and retention of second-tier subcontractors who participate in Federal aid highway construction; and contractors and subcontractors cannot discriminate in their employment practices in connection with highway construction projects or projects assisted by Federal Highway Administration.

#### Civil Rights Division's Mission



The mission of the Civil Rights Division is to ensure adherence to Equal Employment, Title VI, and Small and Disadvantaged Business Initiatives.

#### What is Title VI of the Civil Rights Act of 1964?

It is the policy of the Tennessee Department of It is the policy of the Tennessee Department of Transportation to ensure 42. U.S.C. 200d, "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 subjected to discrimination under a pro-gram or activity receiving federal financial assistance from the Department of Transportation." Title VI covers all forms of federal aid except those federally funded contracts of insurance and guaranty. It does cover employment practices resulting in discrimination against program beneficiaries or where the purpose of federal assistance is to provide employment.

#### **TDOT's Subrecipients**

TDDT's subarcipients are any city, county, possession, political subdivision, instrumentality, public or private agency, organization, entity, and individual receiving federal funding, either directly or through another recipient, from TDDT. A TDOT subrecipient includes successor, assignee, or transferee, but not the ultimate beneficiary of a program or activity.

TDDT's subrecipients are required to prevent discrimination and ensure nondiscrimination in all of their programs and Activities whether federally-funded or not.

#### How to file a complaint

#### You may file a signed, written complaint up to 180 days to the date of the alleged discrimination. The complaint should include:

- Your name, address and telephone number.
- · The name and address of the agency, institution, or
- The name and address of the agency, institution, or department you believe discriminated against you. How, why, and when you believe you were discriminated against. Include as much specific, detailed information as possible about the alleged acts of discrimination, and any other relevant information.
- Include the names of any person(s), if known, who the TDOT Civil Rights Division could contact for clarity of your allegations.

#### Your complaint must be signed and dated.



#### Please submit your complaint to the address stipulated below:

Tennessee Department of Transportation Civil Rights Division Title VI Program Director 505 Deaderick Street, Suite 1800 Nashville, TN 37243-0347 Telephone: (615) 741-3681 Fax: (615) 741-3169 Toll Free: 1-888-370-3647 TTY Relay: 1-800-848-0298

For a printable complaint form, visit our website:

www.tn.gov/content/dam/tn/tdot/civilrights/titlevi/complaint%20procedures01218.pdf

#### Title VI & Environmental Justice (EI)



On February 11, 1994, President Clinton signed Executive Order 12898: an order that addresses environmental justice in minority populations and low-income populations.

The Executive Order focused attention on Title VI by providing that, "each agency shall make achieving environmental justice part of its mission by

identifying and addressing, as appropriate, disproportionately high and adverse human health or environmental effects of its high and adverse human health or environmental effects of tite programs, policies, and activities on minority and low-income populations." In support of Executive Order 12898, the US DOT issued an Order on Environmental Justice (DOT Order 5610.2a). This order clarifies and reinforces Title VI responsibilities as well as addresses the effects on low-income populations.

#### Adverse Impacts may include:

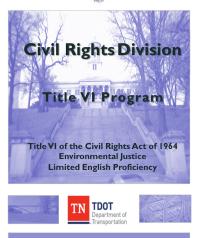
- · Bodily impairment, infirmity, illness, or death
- Air, noise, water pollution, and soil contamination Destruction or disruption of man-made or natural resources Destruction or disruption of community cohesion or

- a community's economic vitality
- Destruction or disruption of the availability of public and private facilities and services
- , Vibration
- Adverse employment effects Displacement of persons, businesses, farms, or nonprofit organizations

  Increased traffic congestion, isolation, exclusion, or
- Inclease drain conjectury isolatori exclusion, or separation of minority or fow-income individuals within a given community or from the broader community
   The denial of, reduction in, or significant delay in the receipt of, benefits of DOT programs, policies, or activities







Public Involvement



Public involvement plays an integral role in transportation planning and project development decision-making. The DOT Order (5610.2a) on Environmental Justice directs the Environmental Justice directs the department to provide minority and low-income populations greater access to information on and opportunities for public participation in matters that may impact human health and environment environment

#### Title VI & Limited English Proficiency (LEP)

The Federal Government and those receiving assistance from the Federal Government must take reasonable steps so that the reductal Government must cake reasonable steps so in LEP persons have meaningful access to the programs, services, and information those entities provide. This will require agencies to think "outside the box" for creative solutions to address the needs of this ever growing population of individuals, for whom English is not their primary language.

#### Who is a Limited English Proficient Person?

Persons who do not speak English as their primary language and who have a limited ability to read, peak, write or "LEP." These individuals may be entitled to language assistance with respect to a particular type of service, benefit, or encounter.

#### Who Must Comply and Who Can be Found in Violation?

All programs and activities of entities receiving assistance from the Federal Government must comply with Title VI of the 1964 Civil Rights Act.

## ¿Qué discriminación está prohibida por El Título VI? Existen nuchas formas de discriminación ilegal basadas en raza, color u origen nacional que imitan la oportunidad de las minorías de obtener igual acceso a servicios y programas. Entre otras cosas, en la operación de un programa asistilos federalmente, un destinatario no puede, con base en raza, color, origen nacional, bien sea directa o indirecta-mento Negar programas, servicios o beneficios Poveer un servicio, ayuda o beneficio diferente, o Proveerlos prestarlos de un modo diferente al proveerlo a otros: o Segregar o tratar separadamente individuos en algún asunto relacionado a recibir cualquier servicio, ayuda o beneficio. :

- Programas o servicios incluyen pero no están limitados a: Trasporte
- Construcción
- Beneficios de impuestos disfrutados por agencies privadas, organizaciones fratemales y sin ánimo de lucro (por ejemplo 501 (c) 3) así como instituciones de educación Ubicación de locaciones o centros de servi-
- cios Cumplimiento de la ley
- Efectos del programa en la gente en comuni-dades aplicables
- Cuidado de salud (por ejemplo Medicare, Medicaid, Tenncare), servicios sociales y bienestar público Recursos naturales y el medio ambiente Empleo y entrenamiento de trabajo
- .
- Vivienda y desarrollo de la comunidad
- Agricultura

#### Provisiones De Contratos De Asistencia Financiera Federal Del Título VI:

Todos contratos de la Avuda-Federal deben incluir el idioma de la Lodos contratos de la Ayuda-tederal deben incluir el idioma de la certeza del contrato del Titulio VI que requiere la conformidad con el Titulo VI del Acta de los Derechos Civiles de 1964. Los contratis-tas de la Ayuda-Federal no pueden discriminar en la selección o la retención de subcontratistas de primero-nivel; subcontratistas no pueden discriminar en la selección o la retención de subcontratistas de segundo nivel que toman parte en la construcción de Carretera de órdidnetimiente una construcción de Carretera de ordidnetimiente una construcción de Carretera de conditorente una construcción de Carretera de construcción de construcción de Carretera de construcción de construcción de construcción de Carretera de construcción de construcción de construcción de Carretera de construcción de construcció de segundo mere de construction de la constructiva de activitation de constructiva de de Ayuda-Federal; y los contratistas y los subcontratistas no pueden discriminar en sus prácticas del empleo con respecto a proyectos de construcción de carreteras ni proyectos ayudados por la Administración Federal de la Carretera.



#### Compromiso Del Titulo VI

Compromiso Del Titulo VI La meta más importante del programa, del Titulo VI del departamento de Trans-porte de Tennessee es asegurar que el equipo gerencial, contratistas y benefi-ciarios de servicios estén enterados de las provisiones del Titulo VI y las respon-sabilidades asociadas con el Titulo VI del Acto de ne Derochec Civiler da 1864 del Acta de los Derechos Civiles de 1964.

del Acta de los Uerechos Civiles de 1964. Tenemos la mejor disposición para pro-veerle asistencia de la más alta calidad técnica, recursos, orientación y cualquier otra información con respecto al Título VI. Por favor no dude en llamar a nues-tra oficina si necesita ayuda adicional

## ¿Qué Es El Título VI Del Acta De Los Derechos Civiles De 1964?



Es la política del departamento de Transporte de Tennessee para asegurar 42. U.S.C. 2000d, "Ninguna persona en los Estados Unidos será excluida de participación, serán excluida de participación, seran negados beneficios, o estará sujeta a discriminación con razón de su raza, color, u origen nacional, bajo un programa o actividad recibiendo asistencia financiera federal del Departamento de Transporte." Título VI cubre todas las formas de avuda fe-

deral excepto aquellos contratos de seguro y garantia federalmente fundados. Esto cubre prácti-cas de empleo que resulter en discriminación contra benefi-ciarios de programas o donde el propósito de la asistencia federal sea proveer empleo.

#### COMO PRESENTAR UNA QUEJA

Usted puede presentar una queja escrita y firmada 180 días después de la fecha de la pretendida discrim nación. La queja debe incluir:

- Su nombre, dirección / domicilio y número de teléfono
- El nombre y dirección de la agencia, institución o
- El nombre y dirección de la agencia, institución o departamento que usted cree lo discriminó. Cómo, cuándo y dónde cree que se presentó la discriminación. Incluyendo lo más específico posible, detallada información acerca de los actos de discriminación alegados, y cualquier otra información relevante. relevante
- El nombre de cualquier persona, si las conoce, a quienes la división del título VI de TDOT podrían contactar para clarificar sus alegaciones

#### Su queja debe estar firmada y fechada



#### Por favor envíe su queja a la dirección estipulada enseguida

Tennessee Department of Transportation nnessee Department of Transportati Title VI Director 505 Deaderick Street, Suite 1800 Nashville, TN 37243-0347 Teléfono: (615) 741-3681 Fax: (615) 741-3169 Lamada gratuita: 1-888-370-3647 TTY Relay: 1-800-848-0298

Para un formulario de quejas impreso visite nuestra página de www.tennessee.gov/tdot/civil-rights/titlevi

#### Título VI Y Justicia Ambiental

En Febrero 11, 1994 el presidente Clinton firmó la orden eje-cutiva 12898: Acción Federal para dirigir la Justicia Ambiental a las Poblaciones Minoritarias y a las Poblaciones de Bajos Inaresos.

La orden ejecutiva centró su aten-ción en el Título VI previendo que "cada agencia hará esfuerzos en Justicia Ambiental como parte de su misión identificando y dirigiendo, como sea apropiado, efectos am-bientales o de salud humana des-proporcionadamente altos de sus



programas, políticas y actividades en las minorías y poblacio-nes de bajos recursos. En apoyo a la orden ejecutiva 12898, el US DOT emitió una Orden en Justicia Ambiental (orden DOT

Cost of entito una orden en district Ambendar (orden bor 5610.2). Esta orden clarifica y refuerza las responsabilidades del Título VI así como dirige los efectos en las poblaciones de bajos recursos.

#### Efectos adversos pueden incluir:

- Impedimentos corporales, aflicciones, enfermedades, o muerte
- Aire, ruido, y polución del agua y contamina ción de la
- uerra Destrucción o desbaratamiento de los recursos naturales o de los hechos por el hombre Destrucción o disminución de los valores estéticos Destrucción o desbaratamiento de la cohesión comunitaria
- o de la vitalidad económica de una comunidad o de la vitalidad econòmica de una comunidad Destrucción o desbaratamiento de la disponibilidad de servicios y lugares públicos y privados Vibración Efectos adversos al empleo Desplazamiento de personas, negocios, fincas u companianteme di e delma de luvar

- organizaciones sin ánimo de lucro Congestión de tráfico incrementada, aislamiento,
- Congestion de tratico incrementada, asiamiento, exclusión o separación de las minorias o indivíduos de bajos recursos dentro de una comunidad dada o desde la comunidad en general. La negación de, reducción en o significante demora en la recepción de benefícios, programas, políticas o actividades de el Departamento de Transportación.



#### El involucramiento público

es parte integral de la toma de decisiones de proyecto de desarrollo y planeación del transporte. La orden DOT (5610.2) en Justicia Ambiental dirige al departamento a prover a las poblaciones minoritarias y enherience de balos integras en equeto poblaciones de bajos ingresos en asuntos que puedan impactar la salud humana y el ambiente





reciben asistencia financiera del gobierno federal deben tomar medidas razonables para asegurar que personas LEP tengan un acceso significativo a sus programas, servicios, e información que esas entida des proporcionan. Esto requerirá que las agencias piensen "afuera-de-la-caia para obtener soluciones ingenuas que puedan resolver las

El gobierno federal y ésos servicios que

para outerer soluciones ingenuas que puedan resolver las problemas de esta población creciente, para quienes el inglés no es su primer idioma.

#### ¿Quién es una persona de Capacidad Limitada de Inglés (LEP)?

LEP es una persona cuyo primer idioma no es el inglés, la cual tiene una capacidad limitada para leer, hablar, escribir o comprender el inglés. Estas personas tienen derecho a recibir asistencia de idioma con respecto a cualquier clase de servicio, beneficio, o situación que se pueda presentar

## ¿Quién Tiene Obligación De Cumplir Y Quién Puede Encontrarse En Violación Bajo El Título VI?

Todos los programas y operaciones de entidades que reciben ayuda del gobierno federal (ejemplo: beayuda dei gobierno federal (ejempio: be-neficiarios), incluyen: Cualquier agencia estatal, agencia local, institución u organi-zación privada. Cualquier entidad que recibe asistencia financiera Federal a tra-vés de otro beneficiario / entidad mencio-Destici

nado anteriormente, tiene obligación de cumplimiento

'La elemental justicia requiere que los fondos públicos, a los cuales todos los contribuyentes de impuestos de todas las razas aportan, no sean gastados de ninguna manera para, animar, arraigar, subsidiar o resultar en discriminación racial." Presidente John F. Kennedy



## **2025 Board Meeting Dates**

- February 19, 2025April 16, 2025June 18, 2025

- August 20, 2025
- October 8, 2025
  December 17, 2025 (Annual Meeting)