

Anderson County Purchasing Committee Meeting Meetings

August 10, 2020

4:15 p.m.

Room 312 of the Courthouse

Members Present: Tim Isbel (Committee Chair), Steve Mead, Phil Yager and Catherine Denenberg

Member Absent: Joshua Anderson

Meeting Venue was at the Courthouse and via a GoToMeeting pursuant to Resolution 20-04-812.

A. Contracts Approved by Law Director

1. **Tennessee Orthopedic Clinics, BOE, Contract #21-0015** – Three-year contract for a Certified Athletic Trainer. Cost is \$10000 per year.

Commissioner Yager made a motion to approve and to forward to County Commission with a recommendation for approval. Commissioner Mead seconded the motion. Motion passed unanimously by roll call vote.

B. Contracts Pending Law Director Approval

1. **Canon, County Clerk, Contract #21-0013** – Five (5) year lease of copier for County Clerk Office in Oak Ridge. Pricing from State Wide Contract at \$16.07 per month plus copy charges.
2. **Canon, County Clerk, Contract #21-0013** – Five (5) year lease of copier for County Clerk Office in Oak Ridge. Pricing from State Wide Contract at \$16.07 per month plus copy charges.

The Deputy Purchasing Agent let the Committee know that these contracts now have the Law Director's approval.

Commissioner Mead made a motion to approve as a group and to forward to County Commission with a recommendation for approval. Commissioner Denenberg seconded the motion. Motion passed unanimously by roll call vote.

C. Other Business

D. New Business

E. Old Business

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Anderson County Board of Commissioners
Purchasing Committee Meeting Agenda

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Members: Tim Isbel (Committee Chair), Steve Mead, Phil Yager, Catherine Denenberg and Joshua Anderson.

GoToMeeting Instructions are included for those who wish to attend virtually.

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Please join my meeting from your computer, tablet or smartphone.

<https://global.gotomeeting.com/join/897449885>

You can also dial in using your phone.

United States (Toll Free): 1 866 899 4679

United States: +1 (571) 317-3116

Access Code: 897-449-885



TENNESSEE ORTHOPAEDIC CLINICS

Tennessee Orthopaedic Clinics, PC Professional Services Agreement

This Agreement, made and entered on August 1, 2020 documents the agreement between, Anderson County for Anderson County High School and Clinton High School (hereinafter, "School") and Tennessee Orthopaedic Clinics (hereinafter, "Contractor") as follows:

Contractor Services. Contractor agrees to provide services to facility in the form of professional services as follows: Certified Athletic Trainer (ATC), for duties listed on Attachment A for each high school listed above.

Contractor agrees to perform the services in a manner consistent with the standard in the industry, following NATA guidelines and Tennessee State License regulations.

It is agreed that during the term of this agreement, the Contractor will maintain professional malpractice insurance for the errors and omission of the ATC.

Term. The term of this agreement shall begin on the 1st day of August, 2020 and end on the 31st day of July, 2023. This agreement may be renewed under the same terms and conditions, subject to the approval of both parties. The term of the renewed contract may not be longer than the term of the original contract. Either party may terminate the Agreement in the event of breaches, defaults, failure to perform, or any other reason by providing 30 days written notice to the other party.

Contractor Compensation. The School will compensate the Contractor \$5,000 per contract year for each high school listed above for a total of \$10,000. Compensation will be paid no later than 31st day of August.

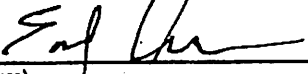
Insurance. School shall keep in force at its own expense for so long as this agreement remains in effect public liability insurance with companies and in form reasonably acceptable to Contractor for the benefit of Contractor and Facility with the minimum limits of \$1,000,000 on account of bodily injuries to or death of one (1) person and \$2,000,000 on account of bodily injuries to or death of more than one (1) person as the result of any one accident or disaster, and property damage insurance with minimum limits of \$500,000. The policy or policies shall contain a clause providing that the insurer will not cancel or change the insurance without first giving Contractor thirty (30) days prior written notice and shall name Contractor as an additional insured.

Indemnification. Facility shall, and hereby agrees to, indemnify and hold Contractor harmless from any and all claims, actions, damages, expenses (including without limitation reasonable attorney's fees) and all liability whatsoever arising out of or in any way connected with injury (including death) or property damages to any person or entity, arising from the services provided by Contractor hereunder, other than those which may arise from (a) willful misconduct or negligence of Contractor or its agents, (b) any breach by Contractor of any of its representations, covenants or obligations contained herein, or (c) any

Modifications. This contract may be modified only by a written amendment which has been executed and approved by the appropriate parties as indicated on the signature page of this contract.

It is understood that: 1) by entering into this Agreement no employer/employee relationship is established between either the Contractor or the ATC and the School 2) at all times during the term of this Agreement, the ATC and SMC will be the agents and employees of the Contractor, and 3) the relationship between the Contractor and the School shall be that of an independent contractor.

Contractor:
Tennessee Orthopaedic Clinics, PC

By: 
(Signature)

Earl Anderson
(Name-Printed)

CEO
(Title)

9129 Cross Park Dr Ste 101
(Address)

Knoxville TN 37923
(City, State and Zip)

(865) 694-0064
(Telephone Number)

62-0947662
(SSN or FEIN)

7-27-2020
Date

School:
Anderson Co. for Anderson County HS


Administrative/Athletic Director Signature

Dr. Tim Parrott
(Name-Printed)

Director of Schools
(Title)

101 S. Main St, Suite 501
(Address)


Clinton, TN 37716
(City, State and Zip)

(865) 463-2800
(Telephone Number)

62-600474
(SSN or FEIN)

7-27-2020
Date

APPROVED AS TO LEGAL FORM


N. Jay Yeager
Anderson County Law Director


Attachment A

- **Contractor will provide the following:**
 - A Certified Athletic Trainer, Licensed by the State of Tennessee. (Contractor will pay all salary, benefits, and malpractice coverage costs for the ATC).
 - Timely access for referrals to Specialist within TOC.
 - The ATC will be immediately supervised by the contractor's Sports Medicine Coordinator (SMC), and have regular communication with the appropriate members of the Schools' athletic administration.
- **The ATCs responsibilities will include, but are not limited to:**
 - Prevention, recognition, evaluation and care, rehabilitation and reconditioning of athletic injuries.
 - Communicates with athletes, parents, coaches, high school administration and physicians regarding athlete's status and ability to return to competition. (All communication must be conducted within the bounds of HIPAA and Tennessee Orthopaedic Clinics Policies and Procedures.)
 - Coverage of home-scheduled High School events and in season practices. This could include weekend or evening coverage and possibly away-scheduled events per the decision of the ATC and school Athletic Director. In the event of multiple home events, the ATC will be located at the event associated with higher injury risk.
 - Pre-game preparation with student athletes.
 - Maintains proper and relevant documentation as it relates to patient care, including all outgoing referrals and injury reports.
 - Refer athletes for appropriate diagnostic and follow-up procedures and subsequent injury tracking.
 - Communicate with physical therapists and physicians regarding patients' conditions, treatments, protocols and progress.
 - Generating and implementing Home Exercise Programs.
 - Assist school in planning and coordinating annual Pre-Participation Physical Exams.
 - Performing injury screenings for athletes, staff and students.
 - Adherence to all Tennessee Orthopaedic Clinics policies and procedures is mandatory as is the strict adherence to federal and state mandates such as HJPPA and OSHA, as well as, the TN State Concussion Law.
 - Perform other duties related to the qualifications and requirements of the job.
- **The School will provide the following:**
 - Recognition of Tennessee Orthopaedic Clinics as the official provider of Orthopedic and Athletic Training Services for Schools/Anderson County Schools
 - Exclusive sideline/practice access to Contractor and its agents, no other medical personnel are permitted without direct approval of Contractor, except for EMS.
 - An area in the School dedicated to the Athletic Training Service
 - Sports schedules as soon as they become available in order to assure medical coverage. Changes in the schedule will be communicated at the earliest possible time.
 - Medical supplies for the onsite care of injuries
 - A computer for documentation, record keeping and communication if possible
 - A land-based phone for communication if possible.

Representative
Tennessee Orthopaedic Clinics, PC

Anderson County

Date


7/29/2020

Date

21-0015

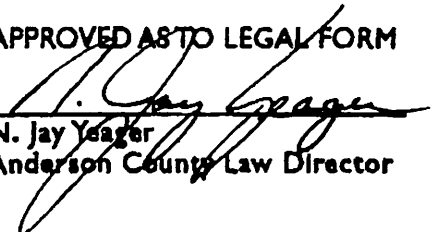
Tennessee Orthopaedic Clinics, PC

Anderson County High School

Date

Date

APPROVED AS TO LEGAL FORM


N. Jay Yeager
Anderson County Law Director



State of Tennessee Contract Quote Sheet
 Issued Under:
 SWC 400 Multifunction Devices
 Contract #: 62117

QUOTE AND PURCHASE ORDER DOCUMENT

Quote #: 763 Date: 8/4/2020

BILL TO: ("Customer")

Customer Name: Anderson County
Dept.: County Clerk's Office
Address: 728C Emory Valley Rd
City, State, Zip: Oak Ridge, TN 37830
Phone: 865-483-0541
Email: afoust@acs.ac
Fax: 865-483-7391
Name and Title: Angie Dotson, Office Manager

SHIP TO: (if different)

Customer Name: _____
Dept: _____
Address: _____
City/State/Zip: _____
Phone: _____
Email: _____
Fax: _____

CSA to Pick Up Current Copier if Completed:

Make: _____ Model: _____ Serial #: _____

ImageClass MF449DW

Qty	Model Description - Base Configuration	Monthly Rental Price	Vendor Item ID
1	ImageClass MF449DW MONTHLY RENTAL Cost Per Copy Charges apply		3514C002
Equipment Maintenance cost per copy/print includes toner and staples: B/W CPC: \$ 0.0205			
ACCESSORIES (INCLUDED WHEN QUANTITY NOTED):			
1	Cassette Unit - AH1		0732A033
1	Install PAK		3537V015
1	Printer connectivity		2368V991
	HID Card Scanner/Follow me print		3575B678
	Tracking Software		3575B436
THE BELOW ITEMS ARE NOT AVAILABLE ON STATE CONTRACT #62117. CUSTOMER HEREBY ACKNOWLEDGES THE REQUISITE PURCHASING AUTHORITY IS CHAPTER 0690-3-1 OF THE DGS RULES, OR LOCAL PURCHASING REGS, AS APPLICABLE, NOTWITHSTANDING, THESE ITEMS ARE SUBJECT TO THE TERMS OF 62117, WHICH IS CONTROLLING.			

TOTAL: \$16.07

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

Send Signed Purchase Order or Email
 Acknowledgement to: Canon Solutions America, Inc.
 Attn. Mark Choate
 402 BNA Drive, Ste. 360
 Nashville, TN. 37217
 -- OR --
 Fax: 615.360.5088 - Attn. Mark Choate
 Email: jchoate@csa.canon.com

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



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Customer Name: Anderson County
Dept.: County Clerk's Office
Address: 728C Emory Valley Rd
City, State, Zip: Oak Ridge, TN 37830
Phone: 865-483-0541
Email: afoust@acs.ac
Fax: 865-483-7391
Name and Title: Angie Dotson, Office Manager

SHIP TO: (if different)

Customer Name: _____
Dept: _____
Address: _____
City/State/Zip: _____
Phone: _____
Email: _____
Fax: _____

CSA to Pick Up Current Copier if Completed:

Make: _____ **Model:** _____ **Serial #:** _____

ImageClass MF449DW

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ACCESSORIES (INCLUDED WHEN QUANTITY NOTED):			
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Send Signed Purchase Order or Email Acknowledgement to: Canon Solutions America, Inc.
 Attn. Mark Choate
 402 BNA Drive, Ste. 360
 Nashville, TN. 37217
 -- OR --
 Fax: 615.360.5088 - Attn. Mark Choate
 Email: jchoate@csa.canon.com

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