

## Anderson County Government

### Request for Proposals

100 North Main Street, Suite 214  
Courthouse  
Clinton, Tennessee 37716  
(865) 457-6218 Office  
(865) 457-6252 Fax

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RFP No.: 2348

Date Issued: April 25, 2023

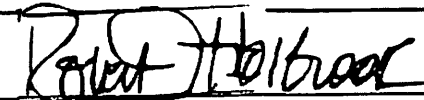
Proposals will be received until  
2:30 p.m. Eastern Time on May 9, 2023

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Sealed solicitations are subject to the General Terms and Conditions and any other data attached or incorporated by reference. Responses will be received in the Anderson County Purchasing Office until the date and time specified above, and at that time publicly opened and read aloud

ANDERSON COUNTY RESERVES THE RIGHT TO WAIVE ANY INFORMALITIES  
IN OR TO REJECT ANY OR ALL PROPOSALS AND TO ACCEPT THE PROPOSAL DEEMED  
FAVORABLE AND IN THE BEST INTEREST OF ANDERSON COUNTY.

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Robert J. Hofbrook, Director of Finance

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BID DESCRIPTION
<p>Request for School Bus Contractor Routes. Vendors shall provide one original and six copies.</p> <p><b>Proposals must be submitted in a sealed envelope with the RFP # clearly labeled.</b></p> <p>THIS IS A RE-BID. ALL FORMS ARE THE SAME. THE ONLY CHANGE IS ADDED LANGUAGE ON THE PRICE SHEET ABOUT A 10% COST INCREASE CAP.</p> <p>Questions are to be emailed to <a href="mailto:purchasing@andersoncountyttn.gov">purchasing@andersoncountyttn.gov</a> and <a href="mailto:kajmeri@andersoncountyttn.gov">kajmeri@andersoncountyttn.gov</a></p>

**RFP # 2348**  
**School Bus Contractor Routes**  
**Specifications**

Anderson County (herein after "The County") is seeking proposals for School Bus Contractor Routes. By submitting proposals the Contractor agrees that their prices will remain as quoted (or less) until at least July 1, 2023. The County anticipates issuing a six-year contract with six one-year renewal options. By submitting proposals the Contractor agrees to comply with all the terms in Exhibit A, the standard School Bus Routes Contract template. Exhibit A serves as the Scope of Work for this RFP.

**Proposal Requirements**

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Proposals must be submitted in the format listed in this section. Proposals shall be prepared simply and economically and provide a straightforward, concise description of the Proposer's capabilities to satisfy the requirements of this RFP. The evaluation points assigned to each section are indicated in parentheses.

**Tab 1. Fleet and Maintenance (25 Points)**

Proposals shall list the Contractor's fleet to include the year, make and model of all buses. Proposals shall describe the Contractor's scheduled maintenance plans and list the address of the Maintenance/Storage facility. The County reserves the right to make site visits to inspect the facility and fleet.

**Tab 2. Vendor History/Experience (25 points)**

Proposals must provide the following:

- Number of years Contractor has been in operation
- Number of current customers
- References. References must include the name of the Customer, a contact name, email address, phone number and a description of the bus services provided.
- Proof of current state bus inspections and any other Certifications/licensures applicable to the proposed work.

**Tab 3. Location of Facility (20 Points)**

Proposals shall list the address of the main facility and any satellite locations the Contractor uses or will use to ensure optimum proximity to routes.

**Tab 4 – Vendor Team (20 Points)**

Proposals shall list the Contractor's Management Team and provide a main point of contact(s) that will be available during needed times to communicate immediate adjustments in bus schedules in case of inclement weather or other reasons. Proposals shall describe the vetting the Contractor employs during the hiring process. Proposals shall provide the Contractor's retention rate.

**Tab 5 - Cost (30 Points)**

Vendors may bid on individual routes or multiple routes as outlined on the routing bid sheet. However, no single vendor will be awarded more than 25% of the routes. Vendors are to price out the routes as listed on Exhibit B and may make alternate cost-saving proposals for combined routes.

**Tab 6 – Additional Required Forms (pass/fail)**

- Attachment 1, Non-Collusion Affidavit
- Attachment 2, Diversity Business Information Sheet (If applicable)
- Attachment 3, Vendor Information Sheet
- Attachment 4, Certificate of Liability Form
- Attachment 5, Background Check Form

**CONTRACTOR CONSTRAINTS**

The vendor shall be responsible for all licenses, fees and permits required for performance of the contract resulting from this Request for Proposal. All work to be performed under this contract shall be provided at times convenient to Anderson County. Maintenance may only be performed at times which do not interfere with the daily operations of Anderson County Schools. Should a bus fail to operate a route as scheduled, payment will be adjusted accordingly.

**SCHOOL SCHEDULE**

<b>SCHOOL NAME</b>	<b>OPEN DOOR TIME</b>	<b>SCHOOL START BELL TIME</b>	<b>REGULAR DISMISSAL BELL TIME</b>	<b>WEDNESDAY EARLY DISMISSAL BELL TIME</b>
Anderson County High	7:45 AM	8:35 AM	3:45 PM	2:15 PM
Andersonville Elementary	7:15 AM	7:50 AM	3:00 PM	1:30 PM
Briceville Elementary	7:30 AM	8:00 AM	3:10 PM	1:35 PM
Claxton Elementary	7:20 AM	7:50 AM	3:00 PM	1:25 PM
Clinton Middle School	7:45 AM	8:30 AM	3:40 PM	2:10 PM
Clinton High School	7:55 AM	8:45 AM	3:55 PM	2:25 PM
Dutch Valley Elementary	7:20 AM	8:00 AM	3:10 PM	1:35 PM
Fairview Elementary	7:20 AM	7:55 AM	3:05 PM	1:25 PM
Grand Oaks Elementary	7:30 AM	8:05 AM	3:15 PM	1:45 PM
Lake City Elementary	7:35 AM	8:00 AM	3:10 PM	1:30 PM
Lake City Middle School	7:20 AM	8:00 AM	3:15 PM	1:40 PM
Norris Elementary	7:15 AM	7:50 AM	3:00 PM	1:30 PM
Norris Middle School	7:25 AM	8:05 AM	3:15 PM	1:45 PM
Norwood Elementary	7:20 AM	7:55 AM	3:05 PM	1:35 PM
Norwood Middle	7:15 AM	8:00 AM	3:10 PM	1:35 PM
Clinch River Community School	7:55 AM	8:35 AM	3:45 PM	2:00 PM
Anderson County Career & Technical Center	7:55 AM	8:36 AM	3:45 PM	2:15 PM

## Exhibit A

**SCHOOL BUS Routes CONTRACT**  
**REGULAR TRANSPORTATION PROGRAM**

Contractor:	Phone No.:
Route No.:	Contract Period:
Minimum Capacity:	Amount:

**THIS AGREEMENT** made and entered into on this \_\_\_ day of \_\_\_\_\_, 20\_\_ by and between the Board of Education of Anderson County, Tennessee (hereinafter referred to as "the Board,") and \_\_\_\_\_, (hereinafter referred to as "the Contractor").

For and in consideration of the matters set forth hereinafter, the sufficiency of which is hereby acknowledged by both parties, the Board and the Contractor hereby recite and agree to the following:

1. The School Board is charged with the responsibility of providing education for the children of Anderson County, Tennessee and for providing for student transportation to and from Anderson County Schools in accordance with provisions of the Tennessee Code Annotated, and pursuant to those obligations the Board desires to make arrangements for the transportation of students to and from school each school day.
2. The Contractor is desirous of entering into an agreement with the Board whereby the Contractor, for an agreed amount, will provide such transportation for the Board and carry out the responsibility of transporting such school students to and from school each day as the Board through its authorized agents may designate in accordance with the terms and conditions of this agreement, utilizing personnel and equipment to be provided by the Contractor.
3. Both parties to this agreement are aware that various state laws, rules, regulations, and School Board policies control and govern the operation of school buses within this County, and that it is necessary at all times for both the Board and Contractor to be in compliance with any such laws, rules, regulations and School Board policies which apply to the services to be provided under this contract.
4. Both parties to this agreement are aware that state laws, rules, regulations and School Board policies may be changed, amended, deleted or created during the term of this agreement.

## Exhibit A

**WITNESSETH**

In view of the foregoing, and in consideration of the mutual promises and conditions contained herein, the Board and the Contractor have agreed, and by the execution of this written agreement do intend to set their agreement down in writing, as hereinafter set out and agreed to by the parties in this contract.

- A. The Contractor agrees to operate a school bus for the purpose of transporting school students to and from school, at the time and along a specified bus route or routes, which is, or are described in Exhibit A hereof. All buses used shall be provided by the Contractor and it shall be the Contractor's responsibility to maintain such buses in good, safe, working order, and in compliance with all laws and regulations applicable thereto. All bus drivers must be appropriately licensed, competent, responsible individuals and shall be employees of the Contractor and must not be considered for any purpose as employees of the Board. The board assumes no liability for the actions of school bus drivers, trainees, or other employees of the contractor.
- B. The base contract amount to be paid to the Contractor by the Board for these services shall be calculated on the basis of his/her bid price for the attached route. The base contract mileage shall be the mileage from the place where the first child is picked up in route to the school, or other location to where the last child is delivered. Mileage between runs is not to be included in determining mileage. In the event of a change in the base contract mileage, payment to the Contractor shall be calculated according to the following formula:
- $$\frac{40\% \times \text{Bid Price} / \text{Specified Contract Miles per Day}}{176 \times \text{Number of Miles Increased (or Decreased) for the year or the amount of days remaining on the contract.}}$$
- C. For the purpose of calculating mileage under this agreement, the miles identified in the attached route description shall be controlling unless mileage is increased or decreased by Board action subsequent to the execution of contracts. In the event of such increase or decrease, a written amendment to this contract shall be entered into by the parties, and the mileage shown in said amendment shall be controlling.
- D. For the purpose of determining the daily rate described in Items B and C, it shall be assumed that the school year lasts for a period of no less than 180 days, but should the school year be less than 180 days, then the contractor shall still receive guaranteed payment for 176 days. The pay for the 176 guaranteed days shall be calculated at the daily rate set forth in Item B, above. There will be ten (10) equal payments of the contract price

## Exhibit A

to be paid on or before the 25<sup>th</sup> of each month beginning in August and ending in May.

- E. The base contract amount (excluding fuel) shall be adjusted annually as of the commencement of each school year. The Board shall calculate the adjustment for each school year based upon the "Revised Consumer Price Index" set forth by the United State Department of Labor. The base index shall be January 12<sup>th</sup> of the previous school year, and the corresponding index for the successive January 12<sup>th</sup> shall be the current index. The percentage of increase as bid in the base contract shall be the adjustment required over the base contract price. At no time shall a decrease in the CPI operate to decrease the original contract as bid. The increase will not go below 2% or above 4% even if the CPI change is less or more than these amounts.
- F. The Board will meet with each contractor separately on a quarterly basis to adjust fuel payments based on the average price of diesel in Anderson County. For each \$0.15 increase in cost the Board will pay an additional \$0.05 cents per mile. Should diesel prices increase \$0.50 or more prior to the quarterly meeting, the Board will meet with the contractor to make an immediate adjustment. Said adjustment will be considered in the quarterly figures. Adjustment meetings will be scheduled the first business day in July, October, January and April.
- G. All replacement buses must be Type I, and all replacements must be no older than five (5) years, unless such requirements are waived by the Board, for good cause shown. Said bus chassis and body must conform to the rules and regulations of the State Board of Education and comply with all laws and regulations of the State of Tennessee. Maximum age allowed for a school bus operating in Anderson County is eighteen (18) years from the build date.
- H. All buses used to transport Anderson County School students will be equipped with a minimum of 1 (one) video/audio surveillance camera located at the front of the bus. The camera will cover both the driver and students on the bus. Said video will be available upon request by school administrators but will never be shown by the contractor or his/her agent outside school controls. (Including to parents)
- I. Liability insurance coverage on each bus shall be no less than the minimum required by State law, and shall be provided by and at the expense of the contractor. Contractors transporting students across state lines must carry the minimum insurance for that process. Failure to carry appropriate insurance as contained herein shall be cause for immediate termination of this contract. The Board shall be named as an additional insured party on all such policies, and shall be provide with copies on such

## Exhibit A

policies and certificate of insurance indicating that such insurance is in full force and effect at all times material hereto. The insurer shall be required to give sixty (60) days written notice to the Board prior to cancellation of the contract of liability insurance required herein. Said mandatory notice of cancellation obligation of insurer **shall** be evidenced by written instrument amendment or other provision in insurance contract.

- J. It is understood and agreed by the Contractor that officials of the State of Tennessee shall conduct one or more bus inspections each year, buses shall meet all state guidelines and that no bus shall ever be used by a Contractor which fails the State Bus Inspection. The inspection clause is meant to include both used and new buses. All buses must display a current state inspection sticker before transporting students. Age of bus shall be governed by the body build date not put into service date.
- K. All drivers used by Contractor in carrying out this contract shall be required to take a driver training program under the supervision of the State Department of Safety, or an equivalent course of training as may from time to time be prescribed by the State Department of Education. All drivers shall have a current school bus endorsed CDL. Driver information packets will be required each year to include front and back photo of CDL, driver information sheet, copy of TN Official Driving Record report, current medical clearance, and background check to be filed in HR. If at any time the Director of Transportation determines a driver to be disqualified, he/she will not transport Anderson County students.
- L. Contractor shall bear the cost of all maintenance, repair or replacement of any equipment or any school buses used by the Contractor in the carrying out of a contract, and it shall be the responsibility of the Contractor to provide a location for the maintenance, off season storage and after hours parking of school buses. (If a bus or buses are allowed to be parked on a school campus by the principal the contractor will assume all liability for their property.)
- M. The vendor shall be responsible for all licenses, fees and permits required for performance of the contract resulting from this Request for Proposal. All work to be performed under this contract shall be provided at times convenient to Anderson County. Maintenance may only be performed at times which do not interfere with the daily operations of Anderson County Schools. Should a bus fail to operate a route as scheduled, payment will be adjusted accordingly.
- N. Contractors will provide parking and maintenance facilities within Anderson County and will continue to hold such site throughout the extent of the contract. All buses, parking, and maintenance facilities will be

## Exhibit A

available for inspection by the Director of Transportation 30 days prior to the first day of school.

- O. It is specifically understood and agreed that the Board and the Contractor must and shall abide by any and all federal, state, or local laws, rules and regulations, including such policies as may be enacted from time to time by the Anderson County Board of Education. Such statutes, rules and regulations of the federal government, the State of Tennessee, and the Board are incorporated herein by reference as if the same is set out verbatim, and if the statutes, rules and regulations should conflict with these terms, then it is understood that this contract shall be deemed modified to conform to such statutes, rules and regulations. Additionally, it is understood that strict adherence is required to the provisions of any and all contracts the Board may award for a bus route, including, but not limited to, starting points, destinations and times of departure and arrival, as necessary to adequately fulfill this agreement. For violations of or failure to adequately fulfill a contract, the Board may, within its sole discretion, terminate said contract. If the Board chooses not to terminate this contract, this shall not constitute a waiver of the Board's right to terminate for subsequent violations of or for failure to adequately fulfill the contract.
- P. Contracts shall be effective as of the date established by the Board and shall remain in effect for six (6) years from said date. Contracts may be extended by one (1) year for six (6) additional years. It is expressly understood that if the Contractor cannot fulfill the terms of their contract, and upon Board approval, the Contractor may assign, sell, sublet or otherwise transfer any rights and obligations that he/she may have under this agreement. All the above referenced assignments and/or sales require the approval of the Board subject to Item FF. Any Contractor that notifies the Board by March 31<sup>st</sup> may be relieved of the contract at the end of the school year.
- Q. This agreement constitutes the entire agreement of the parties. This agreement shall be binding upon the contractors, sub-contractors, employees and their respective heirs, executor's, administrators and assigns.
- R. Disciplinary actions or measures involving contractors or bus drivers shall involve any of the following: written reprimand, written suspension, written discharge or temporary oral suspension on grounds set forth hereinafter. The Anderson County Board of Education shall not suspend or discharge any contract without good cause. Whenever a suspension or discharge is issued, the Contractor may contest the suspension or discharge by use of the grievance procedure provided in Item R. The Anderson County Board of Education, acting through Director of Transportation, may orally

## Exhibit A

suspend a Contractor temporarily for a period of twenty-four (24) hours pending formal notification through written process of the basis for complaint. Cell phone usage during the operation of a school bus, unless deemed an emergency, is a class C misdemeanor and will result in immediate dismissal. (T.C.A. 55-8-192)

- S. In any case where the grounds for the grievance arise from a written suspension or discharge of a Contractor, said Contractor shall have the right to appear before the Anderson County Board of Education at its next regularly scheduled meeting to discuss or refute the charges. In all cases of discharge or suspension, written details of the charges will be furnished to the Contractor within fifteen (15) days prior to the hearing. Should the charges against the Contractor be dismissed after due process the contracted funds will be paid as agreed upon.
- T. It is understood and expressly agreed by the parties to this contract that the Contractor shall be an independent Contractor for all purposes, and the contractor assumes all liability related to the operation of school buses, transportation of students and performance under this contract. In no event shall the Contractor or the Contractor's employees be deemed an agent, servant, or employee of the School Board.
- U. If during the term of this contract, as a result of inclement weather or for any other reason, the Director of Schools should cancel school for a particular day or a particular period of time, every effort will be made to notify the Contractor as soon as possible.
- V. Only students currently enrolled in Anderson County Schools, school system employees or contractor staff will be transported while bus is under system contract unless otherwise agreed upon by the Board.
- W. **Release:** Contractor hereby agrees to indemnify, release and hold Anderson County and the Board of Education harmless from and against any and all claims, lawsuits, or the like associated with Board's performance of this agreement, or as it relates to the past, present, or future financial condition of the County or the performance of Contractor's services under this Agreement.
- X. **Default:** In the event of default by the Contractor hereto, the County or Board may bring suit against the Contractor to enforce the terms of this Agreement. In such event, the prevailing party shall be entitled to recover any remedies available at law and/or equity including reasonable attorney's fees and costs associated with the default.

## Exhibit A

- Y. **No Oral Modification:** No modifications, amendment, supplement to or waiver of this Agreement or any of its provisions shall be binding upon the parties hereto unless made in writing and duly signed by all the parties.
- Z. **Waiver:** A failure of any party to exercise any right provided for herein, shall not be deemed to be a waiver of any right hereunder.
- AA. **Severability:** In the event any one or more of the provisions of this Agreement is invalid or otherwise unenforceable, the enforceability of the remaining provisions shall be unimpaired.
- BB. **Cancellation:** In the event any party materially breaches, defaults or fails to perform hereunder, this Agreement may be cancelled by the other party with cause on thirty (30) days written notice to the other, if the event constituting the breach, default, or failure is not cured during that time.
- CC. **Exhibits:** Any Exhibits attached hereto or incorporated herein are made a part of this Agreement for all purposes. The expression "this Agreement" means the body of this Agreement and the Exhibits.
- DD. **Multiple Counterparts: Effectiveness:** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original for all purposes and all of which shall be deemed, collectively, one Agreement. This Agreement shall become effective when executed and delivered by all the parties.
- EE. **Jurisdiction:** Each party hereby irrevocably consents to the jurisdiction of all state courts sitting in Anderson County, Tennessee or all federal courts sitting in Knoxville, Tennessee and agrees that venue for any legal action brought in connection with this Agreement shall lie exclusively in such courts.
- FF. **Binding Effect:** This Agreement shall be binding upon and inure to the benefit of the parties and upon their respective successors, heirs, or assigns.
- GG. **Choice of Law:** This Agreement shall be governed and construed in accordance with the laws of the State of Tennessee.
- HH. **Notice:** Any notice required or provided pursuant to this Agreement shall be in writing and sent or delivered to the parties.
- II. **Titles and Subtitles:** Titles of paragraphs and subparagraphs are for convenient reference only and shall not have the effect of modifying, amending, or changing the express terms of this Agreement.

## Exhibit A

JJ. **Assignment:** This Agreement shall be assignable only upon the written consent of the non-assigning party. Consent to an assignment shall not be unreasonably withheld. In the event of assignment or succession, the terms and conditions of this Agreement shall be binding upon the parties and their successors, assigns, heirs, executors, and/or administrators.

KK. **Further Documentation:** The parties agree for themselves and their successors and assign to execute any and all instruments in writing which are or may become necessary or proper to carry out the purpose and intent of this Agreement.

LL. **Appropriated Funds:** The County's obligation to pay under this Contract is contingent upon funds appropriated in the current fiscal year's budget as approved by the County Board of Commissioners. Any contract requiring appropriated funds beyond the current fiscal year may be cancelled without notice in the event that funding to support the contract are unavailable in the subsequent fiscal year.

MM. **Non-discrimination:** The Contractor shall comply with the Tennessee Human Rights Act, T. C. A. §4-21-101 et. seq., as amended and any rules and regulations promulgated in accordance therewith.

NN. **Equal Employment Opportunity:** It shall also be an unlawful employment practice for the Contractor (1) to fail or refuse to hire or to discharge any individual or otherwise to discriminate against any individual with respect to their compensation, or the terms, conditions, or privileges of their employment, because of such individual's race, color, religion, sex, age, handicap or national origin; or (2) to limit, segregate, or classify their employees or applicants for employment in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect their status as an employee, because of such individual's race, color, religion, sex, age, handicap or national origin. Contractor shall comply with The Civil Rights Act of 1964, 42 U.S.C. sec. 2000 et seq. (2000), as amended.

OO. **Anti-Boycott of Israel:** By signing this contract the Contractor certifies that it is not currently engaged in and agrees for the duration of this Contract not to engage in, the boycott of Israel.

## Exhibit A

**IN WITNESS WHEREOF THE PARTIES DO HEREUNTO SET THEIR HANDS**  
on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**CONTRACTOR:****ANDERSON COUNTY BOARD  
OF EDUCATION:**\_\_\_\_\_  
Signature\_\_\_\_\_  
Date\_\_\_\_\_  
Director of Schools\_\_\_\_\_  
Printed Name\_\_\_\_\_  
Board of Education Chairman\_\_\_\_\_  
Title**ANDERSON COUNTY  
GOVERNMENT:**\_\_\_\_\_  
Name of Company\_\_\_\_\_  
Address\_\_\_\_\_  
Finance Director\_\_\_\_\_  
City, State, Zip\_\_\_\_\_  
Approved as to Legal Form\_\_\_\_\_  
N. Jay Yeager  
Anderson County Law Director

PROPOSED COST MAY NOT EXCEED 10% OF CURRENT COST

23-0119 Exhibit 1

Exhibit B - RFP #2348 PRICE SHEET

Bus Route #	Bus Capacity	Total Route Miles *	Cost Per Year	1st Run Schools	2nd Run Schools	Legend
1	36	37	\$	LCES, LCMS		ACHS Anderson County High School
2	36	40	\$	BES, LCES, LCMS		AES Andersonville Elementary School
3	66	32	\$	LCES, LCMS		BES Briceville Elementary School
4	66	33	\$	NWES, NWMS		CES Clinton Elementary School
5	66	52	\$	NWES, NWMS, GOES		CMS Clinton Middle School
7	78	67	\$	CES	CMS, CHS	CHS Clinton High School
8	66	81	\$	DVES	CMS, CHS	CRCS Clinch River Community School
9	72	63	\$	CES	CMS, CHS	DVES Dutch Valley Elementary School
10	78	48	\$	CES	CMS, CHS	FES Fairview Elementary School
14	78	50	\$	CES	CMS, CHS	GOES Grand Oaks Elementary School
20	84	53	\$	DVES	CMS, CHS	LCES Lake City Elementary School
21	78	29	\$		CMS, CHS	LCMS Lake City Middle School
23	78	48	\$	NEW, NWM, GOES	CMS, CHS	NES Norris Elementary School
24	72	42	\$	DVES	CMS, CHS	NMS Norris Middle School
25	66	53	\$	LCES, LCMS	ACHS	NWES Norwood Elementary School
26	78	60	\$	NES, NMS	ACHS	NWMS Norwood Middle School
27	66	18	\$		CMS, CHS	
28	78	75	\$	CES	CMS, CHS	

VENDOR NAME:

Bus Route #	Bus Capacity	Total Route Miles *	Cost Per Year	1st Run Schools	2nd Run Schools	Legend
29	78	52	\$	AES, NMS	ACHS	ACHS Anderson County High School
30	78	41	\$	NWES, NWMS		AES Andersonville Elementary School
34	78	66	\$	CES	CMS, CHS	BES Briceville Elementary School
35	66	67	\$	LCES, BES	LCMS, ACHS	CES Clinton Elementary School
37	66	56	\$	AES, NMS	ACHS	CMS Clinton Middle School
40	78	84	\$	GOES	CMS, CHS	CHS Clinton High School
42	66	55	\$	FES, NMS	ACHS	CRCS Clinch River Community School
43	66	47	\$	LCES, LCMS	ACHS	DVES Dutch Valley Elementary School
44	66	61	\$	BES, LCES	LCMS, ACHS	FES Fairview Elementary School
45	78	83	\$	AES, NMS	ACHS	GOES Grand Oaks Elementary School
45E	66	48	\$	NES, NMS	ACHS	LCES Lake City Elementary School
46	78	78	\$	GOES	CMS, CHS	LCMS Lake City Middle School
48	66	93	\$	BES, LCES	LCMS, ACHS	NES Norris Elementary School
50	66	69	\$	BES, LCES	LCMS, ACHS	NMS Norris Middle School
51	78	64	\$	CES	CMS, CHS	NWES Norwood Elementary School
52	66	76	\$	FES, NMS	ACHS	NWMS Norwood Middle School
54	78	70	\$	AES, NMS	ACHS	
62	72	30	\$	NWES, NWMS		
63	66	33	\$	AES, NMS		
64	78	65	\$	CES	CMS, CHS	

VENDOR NAME:

Bus Route #	Bus Capacity	Total Route Miles *	Cost Per Year	1st Run Schools	2nd Run Schools	Legend
65	78	50	\$	CES	CMS, CHS	ACHS Anderson County High School
66	66	36	\$	BES, LCMS		AES Andersonville Elementary School
74	72	64	\$	GOES	CMS, CHS	BES Briceville Elementary School
75	66	57	\$	LCES, LCMS	ACHS	CES Clinton Elementary School
76	78	34	\$	NWES, NWMS	GOES, CHS	CMS Clinton Middle School
77	66	33	\$	LCES, LCMS		CHS Clinton High School
80	66	51	\$	LCES, LCMS	ACHS	CRCS Clinch River Community School
81	78	56	\$	FES, NMS, ACHS		DVES Dutch Valley Elementary School
82	66	66	\$	FES, NMS	ACHS	FES Fairview Elementary School

						GOES	Grand Oaks Elementary School
47 TOTAL ROUTES						LCES	Lake City Elementary School
						LCMS	Lake City Middle School
						NES	Norris Elementary School
						NMS	Norris Middle School
						NWES	Norwood Elementary School
						NWMS	Norwood Middle School
ANDERSON COUNTY CAREER & TECHNICAL BUS RUNS							
CTE Run	66	12	\$		CRCS/CHS		CTE Career & Technical Education
CTE Run	78	12	\$		CHS/ACCTC		**Number of runs depends on student enrollment
* Total Route Miles Calculated ONLY while students are on the bus							

VENDOR NAME: \_\_\_\_\_

## Attachment 1

**Non-Collusion Affidavit**

- This Non-Collusion Affidavit is material to any contract awarded pursuant to this bid.
- This Non-Collusion Affidavit must be executed by the member, officer, or employee of the bidder who makes the final decision on prices and the amount quoted in the bid.
- Bid rigging and other efforts to restrain competition and the making of false sworn statements in connection with the submission of bids are unlawful and may be subject to criminal prosecution. The person who signs the affidavit should examine it carefully before signing and assure himself or herself that such statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the bidder with responsibilities for the preparation, approval, or submission of the bid.
- In the case of a bid submitted by a joint venture, each party to the venture must be identified in the bid documents, and an affidavit must be submitted separately on behalf of each party.
- The term "complementary bid" as used in the affidavit has the meaning commonly associated with that term in the bidding process and includes the knowing submission of bids higher than the bid of another firm, an intentionally high or noncompetitive bid, and any other form of bid submitted for the purpose of giving a false appearance of competition.
- Failure to file an affidavit in compliance with these instructions may result in disqualification of the bid.

**Non-Collusion Affidavit**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

I state that I am (Title) \_\_\_\_\_ of (Name of My Firm) \_\_\_\_\_ and that I am authorized to make this affidavit on behalf of my firm and its owners, directors, and officers. I am the person responsible in my firm to the price(s) and the amount of this bid.

**I STATE THAT:**

- The price(s) and amount of this bid have been arrived at independently and without consultation, communication, or agreement with any other contractor, bidder, or potential bidder.
- Neither the price(s) nor the amount of this bid and neither the approximate price(s) nor approximate amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before bid opening.
- No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.
- The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid.
- (Name of My Firm) \_\_\_\_\_, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction involving conspiracy or collusion with respect to bidding on any public contract, except as follows:  
\_\_\_\_\_  
\_\_\_\_\_

I state that (Name of My Firm) \_\_\_\_\_ understands and acknowledges that the above representation are material and important and will be relied on by Anderson County in awarding the contract(s) for which this bid is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from Anderson County of the true facts relating to submission of bids for this contract.

\_\_\_\_\_  
Representative's Signature Title

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Notary Public My commission expires: \_\_\_\_\_

## Attachment 2



## DIVERSITY BUSINESS INFORMATION

### Definitions for Determining Minority, Women And Small-Owned Firms

The guidelines for determining minority, women and small-owned firms are defined as follows:

**"MINORITY"** means a person who is a citizen or lawful permanent resident of the United States and who is:

- o Black (a person having origins in any of the black racial groups of Africa);
- o Hispanic (a person of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race);
- o Asian American (a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands); or
- o American Indian and Alaskan Native (a person having origins in any of the original peoples of North America).

**"MINORITY BUSINESS ENTERPRISE"** shall mean a minority business:

A continuing, independent, for profit business which performs a commercially useful function, and is at least 51 percent owned and controlled by one or more minority individuals; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned and controlled by one or more minorities. Whose management and daily business operations are controlled by one or more of minority individuals. "Control" as used in the above clause, means exercising the power to make policy decision. "Operate," as used in the above clause, means being actively involved in the day-to-day management of the business.

**"WOMEN BUSINESS ENTERPRISE"** shall mean women business:

A continuing, independent, for profit business which performs a commercially useful function, and which is at least 51 percent owned and controlled by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned and controlled by one or more women. Whose management and daily business operations are controlled by one or more of such individuals. "Control" as used in the above clause, means exercising the power to make policy decision. "Operate," as used in the above clause, means being actively involved in the day-to-day management of the business.

## Attachment 2

## DIVERSITY BUSINESS INFORMATION ANDERSON COUNTY GOVERNMENT

**NOTE:** This form is to be submitted only by those who qualify. Bidders do not have to be a minority business to be considered.

### IMPORTANT! NOTARY AND COPY OF CERTIFICATION REQUIRED

#### SECTION 6 – DIVERSITY INFORMATION

**VENDOR/CONTRACTOR NAME:** \_\_\_\_\_

**Type of Company:** (Check One)

( ) Corporation    ( ) Partnership    ( ) Limited Liability    ( ) Sole Proprietor

Is your company 51% Owned or Operated by a Minority Group? Yes \_\_\_ No \_\_\_

If yes, check the ethnic category and indicate % of ownership:

- ☐ American Indian/Alaskan Native \_\_\_\_%  
☐ African American \_\_\_\_%  
☐ Hispanic \_\_\_\_%  
☐ Asian/Pacific Islander \_\_\_\_%  
☐ Other \_\_\_\_% \_\_\_\_\_ (please indicate)

Please name the entity of certification: \_\_\_\_\_

Please provide copy of certification letter or certificate

**I, HEREBY CERTIFY THAT THE ABOVE INFORMATION IS TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE.**

**Signature:** \_\_\_\_\_ **OFFICER OF THE COMPANY**

**Name:** \_\_\_\_\_ **Title:** \_\_\_\_\_

#### NOTARY ACKNOWLEDGEMENT:

STATE OF \_\_\_\_\_)

COUNTY OF \_\_\_\_\_)

ON \_\_\_\_\_, 20\_\_\_\_, BEFORE ME, \_\_\_\_\_,

PERSONALLY APPEARED \_\_\_\_\_, PERSONALLY KNOWN TO ME (OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE) TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/ THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON (S) ACTED EXECUTED THE INSTRUMENT.

WITNESS MY HAND AND OFFICIAL SEAL.

SIGNATURE OF NOTARY: \_\_\_\_\_

PRINTED FULL NAME OF NOTARY: \_\_\_\_\_

MY COMMISSION EXPIRES: \_\_\_\_\_

**Attachment 3**  
**BID NUMBER: 2336 – School Bus Contractor Routes**

**SECTION 1 - BID INFORMATION**

Acknowledgment of Addenda:  
(Write "Yes" if received)

Addenda 1 \_\_\_\_\_ Addenda 2 \_\_\_\_\_  
Addenda 3 \_\_\_\_\_ Addenda 4 \_\_\_\_\_

**SECTION 2 - VENDOR INFORMATION**

Vendor Name \_\_\_\_\_

Vendor Address \_\_\_\_\_

City \_\_\_\_\_

State \_\_\_\_\_

Zip \_\_\_\_\_

Telephone Number \_\_\_\_\_

Contact Person *(Please Print)* \_\_\_\_\_

E-Mail Address \_\_\_\_\_

Taxpayer Identification Number, Social Security or  
Employer Identification Number: \_\_\_\_\_

State of Tennessee Business License Number:  
License # \_\_\_\_\_

**I agree to abide by all Terms and Conditions of this Invitation to Bid and certify that I am authorized to sign this bid for the vendor. Failure to include any information mentioned in the bid or to comply with these bid instructions may result in rejection of your entire bid. Signing this form affirms that the original Invitation for Bid document has not been altered in any way.**

**Authorizing Signature:** \_\_\_\_\_

(Please sign original in blue ink)

**Attachment 4**  
**Insurance Requirement Acknowledgment**

The bidder awarded this bid or contract will maintain, at their expense adequate insurance coverage to protect them from claims arising under the Worker's Compensation Act, any and all claims for bodily injury and property damage to the Bidder and to Anderson County Government while delivery and service are being done. A certificate of insurance must be on file in the Purchasing Department before work may begin and must be maintained until work is completed.

Only the items marked with an "X" are applicable to this bid and or contract.

1. ☒ **Workers Compensation  
Employers Liability** Statutory limits  
100,000/100,000/500,000
2. ☒ **Commercial General Liability** \$500,000 per occurrence  
\$1,000,000 aggregate
  - ☒ Occurrence Form Only
  - ☒ Include Premises Liability
  - ☒ Include Contractual
  - ☒ Include XCU
  - ☒ Include Products and Completed Operations
  - ☒ Include Personal Injury
  - ☒ Include Independent Contractors
  - ☒ Include Vendors Liability
  - ☒ Include Professional or E&O Liability
3. ☐ **Business Auto**
  - ☐ Include Garage Liability
  - ☐ Include Garage Keepers Liability
  - ☐ Copy of Valid Driver's License
  - ☐ Copy of Current Motor Vehicle Record
  - ☐ Copy of Current Auto Liability Declarations Page
4. ☐ **Crime Coverages**
  - ☐ Employee Dishonesty
  - ☐ Employee Dishonesty Bond
5. ☐ **Property Coverages**
  - ☐ Builders Risk
  - ☐ Inland Marine
  - ☐ Transportation
6. ☐ Performance Bond Required – A One Hundred Percent (100%) performance or an irrevocable letter of credit in favor of Anderson County Government at a federally insured financial institution. This MUST be submitted before purchase order issued.

**Certificate Holder Shall Be:** Anderson County Government, Clinton, Tennessee, and shall show the bid number and title. Anderson County Government shall be named as an additional insured on all policies except worker's compensation and auto. Insurance carrier ratings shall have a Best's rating of A-VII or better, or its equivalent. Cancellation clause on certificate should strike out "endeavor to" and include a 30-day notice of cancellation where applicable. Any deviations from the above requirements must be disclosed to the Anderson County Purchasing Agent. Any liability deductibles or exclusions must also be disclosed. Exceptions can be granted if applicable.

**Bidders Statement and Certification**

I understand the insurance requirements of these specifications and will comply in full within 21 (twenty-one) calendar days if awarded this bid and or contract. I agree to furnish the county with proof of insurance for the entire term of the bid and or contract.

\_\_\_\_\_  
**Vendor Name**

\_\_\_\_\_  
**Authorized Signature**

\_\_\_\_\_  
**Bid Representative Name (Please Print)**

\_\_\_\_\_  
**Date**

**BACKGROUND CHECK COMPLIANCE FORM****ANDERSON COUNTY GOVERNMENT**

PURCHASING DEPARTMENT  
100 N. MAIN STREET, ROOM 214 or 218  
CLINTON, TN 37716  
(865) 457-6251  
(865) 457-6252 (Fax)

**BID NUMBER****CONTRACT NUMBER**

**BACKGROUND CHECKS** Contractors shall comply with Public Chapter 587 of 2007, as codified in Tennessee Code Annotated Section 49-5-413, which requires all contractors to facilitate a criminal history records check conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation for each employee prior to permitting the employee to have contact with students or enter school grounds when students are present.

Any person, corporation or other entity who enters or any employee of any person, corporation or entity who enters into or renews a contract with a local board of education or child care program on or after September 1, 2007, must:

- (1) Provide a fingerprint sample
- (2) Submit to a criminal history records check to be conducted by the Tennessee Bureau of Investigations and the Federal Bureau of Investigations.

Contact the Anderson County School's Human Resources Department at (865) 463-2800 ext. 2811 for fingerprint instructions.

Company or Individuals (Name)

Address

City, State, Zip Code

Telephone Number

Contractor License Number (If Applicable)

( )

I agree to abide by Public Chapter 587 of 2007, as codified in Tennessee Code Annotated Section 49-5-413, and certify that I am authorized to sign. The undersigned further agrees if this bid or contract is accepted, to furnish any and all of the Background Check Information on himself and all of his employees as required by law, at the request of Anderson County Government. I hereby agree to release all criminal history and other required information to Anderson County Government, the Tennessee Bureau of Investigation and the Federal Bureau of Investigation in accordance with Tennessee law and I further certify that all information supplied by me regarding this inquiry is true and accurate. I agree to release and hold harmless the above-mentioned governmental entities for the use of this information related to the purposes mandated under Tennessee law. I further certify that I have obtained acceptable criminal history information on all current employees and will obtain said information on future employees associated with the performance of the work defined in this bid or contract, pursuant to Tennessee Code Annotated 49-5-413 and that neither I nor any employee of mine is prohibited from direct contact with school children for the reasons enumerated in Tennessee Code annotated Section §§ 49-5-401 et seq.

Signature \_\_\_\_\_

Title \_\_\_\_\_

Printed Name: \_\_\_\_\_

(Please Print Clearly)

Date \_\_\_\_\_

(Month, Day, Year)

**INTERNAL OFFICE USE ONLY**

Notes \_\_\_\_\_

**SCHOOL BUS Routes CONTRACT.**  
**REGULAR TRANSPORTATION PROGRAM.**

Contractor: William Scotty Phillips

Phone No.: 423-324-5783

Bus Lines Routes No.: 1, 2, 3, 25, 35, 43, 44, 66, 75, 77 & 80

Contract Period: 7/1/2023 – 6/30/2029 with the option to renew by mutual agreement from both parties for six-one year terms.

Amounts per Year:

Route 1: \$58,138.83	Route 2: \$56,559.53	Route 3: \$70,908.05
Route 25: \$79,379.80	Route 35: \$82,004.28	Route 43: \$71,055.74
Route 44: \$76,435.63	Route 66: \$63,775.53	Route 75: \$76,705.26
Route 77: \$67,906.11	Route 80: \$60,507.79	

**THIS AGREEMENT** made and entered into on this by and between the Board of Education of Anderson County, Tennessee (hereinafter referred to as "the Board,") and William Scotty Phillips, (hereinafter referred to as "the Contractor"). For and in consideration of the matters set forth hereinafter, the sufficiency of which is hereby acknowledged by both parties, the Board and the Contractor hereby recite and agree to the following:

1. The School Board is charged with the responsibility of providing education for the children of Anderson County, Tennessee and for providing for student transportation to and from Anderson County Schools in accordance with provisions of the Tennessee Code Annotated, and pursuant to those obligations the Board desires to make arrangements for the transportation of students to and from school each school day.
2. The Contractor is desirous of entering into an agreement with the Board whereby the Contractor, for an agreed amount, will provide such transportation for the Board and carry out the responsibility of transporting such school students to and from school each day as the Board through its authorized agents may designate in accordance with the terms and conditions of this agreement, utilizing personnel and equipment to be provided by the Contractor.
3. Both parties to this agreement are aware that various state laws, rules, regulations, and School Board policies control and govern the operation of school buses within this County, and that it is necessary at all times for both the Board and Contractor to be in compliance with any such laws,

rules, regulations and School Board policies which apply to the services to be provided under this contract.

4. Both parties to this agreement are aware that state laws, rules, regulations and School Board policies may be changed, amended, deleted or created during the term of this agreement.

**WITNESSETH**

In view of the foregoing, and in consideration of the mutual promises and conditions contained herein, the Board and the Contractor have agreed, and by the execution of this written agreement do intend to set their agreement down in writing, as hereinafter set out and agreed to by the parties in this contract.

Bo The Contractor agrees to operate a school bus for the purpose of transporting school students to and from school, at the time and along a specified bus route or routes, which is, or are described in hereof and per Response to RFP#2350 Exhibit 1. All buses used shall be provided by the Contractor and it shall be the Contractor's responsibility to maintain such buses in good, safe, working order, and in compliance with all laws and regulations applicable thereto. All bus drivers must be appropriately licensed, competent, responsible individuals and shall be employees of the Contractor and must not be considered for any purpose as employees of the Board. The board assumes no liability for the actions of school bus drivers, trainees, or other employees of the contractor.

Bo The base contract amount to be paid to the Contractor by the Board for these services shall be calculated on the basis of his/her bid price for the attached route. The base contract mileage shall be the mileage from the place where the first child is picked up in route to the school, or other location to where the last child is delivered. Mileage between runs is not to be included in determining mileage. In the event of a change in the base contract mileage, payment to the Contractor shall be calculated according to the following formula:

40% X Bid Price/ Specified Contract Miles per Day/  
176 X Number of Miles Increased (or Decreased) for the  
year or the amount of days remaining on the contract.

- C. For the purpose of calculating mileage under this agreement, the miles identified in the attached route description shall be controlling unless mileage is increased or decreased by Board action subsequent to the execution of contracts. In the event of such increase or decrease, a written amendment to this contract shall be entered into by the parties, and the mileage shown in said amendment shall be controlling.

- D. For the purpose of determining the daily rate described in Items B and C, it shall be assumed that the school year lasts for a period of no less than 180 days, but should the school year be less than 180 days, then the contractor shall still receive guaranteed payment for 176 days. The pay for the 176 guaranteed days shall be calculated at the daily rate set forth in Item B, above. There will be ten (10) equal payments of the contract price to be paid on or before the 25<sup>th</sup> of each month beginning in August and ending in May.
- E. The base contract amount (excluding fuel) shall be adjusted annually as of the commencement of each school year. The Board shall calculate the adjustment for each school year based upon the "Revised Consumer Price Index" set forth by the United State Department of Labor. The base index shall be January 12<sup>th</sup> of the previous school year, and the corresponding index for the successive January 12<sup>th</sup> shall be the current index. The percentage of increase as bid in the base contract shall be the adjustment required over the base contract price. At no time shall a decrease in the CPI operate to decrease the original contract as bid. The increase will not go below 2% or above 4% even if the CPI change is less or more than these amounts.
- F. The Board will meet with each contractor separately on a quarterly basis to adjust fuel payments based on the average price of diesel in Anderson County. For each \$0.15 increase in cost the Board will pay an additional \$0.05 cents per mile. Should diesel prices increase \$0.50 or more prior to the quarterly meeting, the Board will meet with the contractor to make an immediate adjustment. Said adjustment will be considered in the quarterly figures. Adjustment meetings will be scheduled the first business day in July, October, January and April.
- G. All replacement buses must be Type I, and all replacements must be no older than five (5) years, unless such requirements are waived by the Board, for good cause shown. Said bus chassis and body must conform to the rules and regulations of the State Board of Education and comply with all laws and regulations of the State of Tennessee. Maximum age allowed for a school bus operating in Anderson County is eighteen (18) years from the build date.
- H. All buses used to transport Anderson County School students will be equipped with a minimum of 1 (one) video/audio surveillance camera located at the front of the bus. The camera will cover both the driver and students on the bus. Said video will be available upon request by school administrators but will never be shown by the contractor or his/her agent outside school controls. (Including to parents)

- I. Liability insurance coverage on each bus shall be no less than the minimum required by State law, and shall be provided by and at the expense of the contractor. Contractors transporting students across state lines must carry the minimum insurance for that process. Failure to carry appropriate insurance as contained herein shall be cause for immediate termination of this contract. The Board shall be named as an additional insured party on all such policies, and shall be provide with copies on such policies and certificate of insurance indicating that such insurance is in full force and effect at all times material hereto. The insurer shall be required to give sixty (60) days written notice to the Board prior to cancellation of the contract of liability insurance required herein. Said mandatory notice of cancellation obligation of insurer **shall** be evidenced by written instrument amendment or other provision in insurance contract.
- J. It is understood and agreed by the Contractor that officials of the State of Tennessee shall conduct one or more bus inspections each year, buses shall meet all state guidelines and that no bus shall ever be used by a Contractor which fails the State Bus Inspection. The inspection clause is meant to include both used and new buses. All buses must display a current state inspection sticker before transporting students. Age of bus shall be governed by the body build date not put into service date.
- K. All drivers used by Contractor in carrying out this contract shall be required to take a driver training program under the supervision of the State Department of Safety, or an equivalent course of training as may from time to time be prescribed by the State Department of Education. All drivers shall have a current school bus endorsed CDL. Driver information packets will be required each year to include front and back photo of CDL, driver information sheet, copy of TN Official Driving Record report, current medical clearance, and background check to be filed in HR. If at any time the Director of Transportation determines a driver to be disqualified, he/she will not transport Anderson County students.
- L. Contractor shall bear the cost of all maintenance, repair or replacement of any equipment or any school buses used by the Contractor in the carrying out of a contract, and it shall be the responsibility of the Contractor to provide a location for the maintenance, off season storage and after hours parking of school buses. (If a bus or buses are allowed to be parked on a school campus by the principal the contractor will assume all liability for their property.)
- M. The vendor shall be responsible for all licenses, fees and permits required for performance of the contract resulting from this Request for Proposal. All work to be performed under this contract shall be provided at times convenient to Anderson County. Maintenance may only be performed at times which do not interfere with the daily operations of Anderson County

Schools. Should a bus fail to operate a route as scheduled, payment will be adjusted accordingly.

- N. Contractors will provide parking and maintenance facilities within Anderson County and will continue to hold such site throughout the extent of the contract. All buses, parking, and maintenance facilities will be available for inspection by the Director of Transportation 30 days prior to the first day of school.
- O. It is specifically understood and agreed that the Board and the Contractor must and shall abide by any and all federal, state, or local laws, rules and regulations, including such policies as may be enacted from time to time by the Anderson County Board of Education. Such statutes, rules and regulations of the federal government, the State of Tennessee, and the Board are incorporated herein by reference as if the same is set out verbatim, and if the statutes, rules and regulations should conflict with these terms, then it is understood that this contract shall be deemed modified to conform to such statutes, rules and regulations. Additionally, it is understood that strict adherence is required to the provisions of any and all contracts the Board may award for a bus route, including, but not limited to, starting points, destinations and times of departure and arrival, as necessary to adequately fulfill this agreement. For violations of or failure to adequately fulfill a contract, the Board may, within its sole discretion, terminate said contract. If the Board chooses not to terminate this contract, this shall not constitute a waiver of the Board's right to terminate for subsequent violations of or for failure to adequately fulfill the contract.
- P. Contracts shall be effective as of the date established by the Board and shall remain in effect for six (6) years from said date. Contracts may be extended by one (1) year for six (6) additional years. It is expressly understood that if the Contractor cannot fulfill the terms of their contract, and upon Board approval, the Contractor may assign, sell, sublet or otherwise transfer any rights and obligations that he/she may have under this agreement. All the above referenced assignments and/or sales require the approval of the Board subject to Item FF. Any Contractor that notifies the Board by March 31<sup>st</sup> may be relieved of the contract at the end of the school year.
- Q. This agreement constitutes the entire agreement of the parties. This agreement shall be binding upon the contractors, sub-contractors, employees and their respective heirs, executor's, administrators and assigns.
- R. Disciplinary actions or measures involving contractors or bus drivers shall involve any of the following: written reprimand, written suspension, written

discharge or temporary oral suspension on grounds set forth hereinafter. The Anderson County Board of Education shall not suspend or discharge any contract without good cause. Whenever a suspension or discharge is issued, the Contractor may contest the suspension or discharge by use of the grievance procedure provided in Item R. The Anderson County Board of Education, acting through Director of Transportation, may orally suspend a Contractor temporarily for a period of twenty-four (24) hours pending formal notification through written process of the basis for complaint. Cell phone usage during the operation of a school bus, unless deemed an emergency, is a class C misdemeanor and will result in immediate dismissal. (T.C.A. 55-8-192)

- S. In any case where the grounds for the grievance arise from a written suspension or discharge of a Contractor, said Contractor shall have the right to appear before the Anderson County Board of Education at its next regularly scheduled meeting to discuss or refute the charges. In all cases of discharge or suspension, written details of the charges will be furnished to the Contractor within fifteen (15) days prior to the hearing. Should the charges against the Contractor be dismissed after due process the contracted funds will be paid as agreed upon.
- T. It is understood and expressly agreed by the parties to this contract that the Contractor shall be an independent Contractor for all purposes, and the contractor assumes all liability related to the operation of school buses, transportation of students and performance under this contract. In no event shall the Contractor or the Contractor's employees be deemed an agent, servant, or employee of the School Board.
- U. If during the term of this contract, as a result of inclement weather or for any other reason, the Director of Schools should cancel school for a particular day or a particular period of time, every effort will be made to notify the Contractor as soon as possible.
- V. Only students currently enrolled in Anderson County Schools, school system employees or contractor staff will be transported while bus is under system contract unless otherwise agreed upon by the Board.
- W. **Release:** Contractor hereby agrees to indemnify, release and hold Anderson County and the Board of Education harmless from and against any and all claims, lawsuits, or the like associated with Board's performance of this agreement, or as it relates to the past, present, or future financial condition of the County or the performance of Contractor's services under this Agreement.
- X. **Default:** In the event of default by the Contractor hereto, the County or Board may bring suit against the Contractor to enforce the terms of this

Agreement. In such event, the prevailing party shall be entitled to recover any remedies available at law and/or equity including reasonable attorney's fees and costs associated with the default.

Y. **No Oral Modification:** No modifications, amendment, supplement to or waiver of this Agreement or any of its provisions shall be binding upon the parties hereto unless made in writing and duly signed by all the parties.

Z. **Waiver:** A failure of any party to exercise any right provided for herein, shall not be deemed to be a waiver of any right hereunder.

AA. **Severability:** In the event any one or more of the provisions of this Agreement is invalid or otherwise unenforceable, the enforceability of the remaining provisions shall be unimpaired.

BB. **Cancellation:** In the event any party materially breaches, defaults or fails to perform hereunder, this Agreement may be cancelled by the other party with cause on thirty (30) days written notice to the other, if the event constituting the breach, default, or failure is not cured during that time.

CC. **Exhibits:** Any Exhibits attached hereto or incorporated herein are made a part of this Agreement for all purposes. The expression "this Agreement" means the body of this Agreement and the Exhibits.

DD. **Multiple Counterparts: Effectiveness:** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original for all purposes and all of which shall be deemed, collectively, one Agreement. This Agreement shall become effective when executed and delivered by all the parties.

EE. **Jurisdiction:** Each party hereby irrevocably consents to the jurisdiction of all state courts sitting in Anderson County, Tennessee or all federal courts sitting in Knoxville, Tennessee and agrees that venue for any legal action brought in connection with this Agreement shall lie exclusively in such courts.

FF. **Binding Effect:** This Agreement shall be binding upon and inure to the benefit of the parties and upon their respective successors, heirs, or assigns.

GG. **Choice of Law:** This Agreement shall be governed and construed in accordance with the laws of the State of Tennessee.

HH. **Notice:** Any notice required or provided pursuant to this Agreement shall be in writing and sent or delivered to the parties.

- II. **Titles and Subtitles:** Titles of paragraphs and subparagraphs are for convenient reference only and shall not have the effect of modifying, amending, or changing the express terms of this Agreement.
- JJ. **Assignment:** This Agreement shall be assignable only upon the written consent of the non-assigning party. Consent to an assignment shall not be unreasonably withheld. In the event of assignment or succession, the terms and conditions of this Agreement shall be binding upon the parties and their successors, assigns, heirs, executors, and/or administrators.
- KK. **Further Documentation:** The parties agree for themselves and their successors and assign to execute any and all instruments in writing which are or may become necessary or proper to carry out the purpose and intent of this Agreement.
- LL. **Appropriated Funds:** The County's obligation to pay under this Contract is contingent upon funds appropriated in the current fiscal year's budget as approved by the County Board of Commissioners. Any contract requiring appropriated funds beyond the current fiscal year may be cancelled without notice in the event that funding to support the contract are unavailable in the subsequent fiscal year.
- MM. **Non-discrimination:** The Contractor shall comply with the Tennessee Human Rights Act, T. C. A. §4-21-101 et. seq., as amended and any rules and regulations promulgated in accordance therewith.
- NN. **Equal Employment Opportunity:** It shall also be an unlawful employment practice for the Contractor (1) to fail or refuse to hire or to discharge any individual or otherwise to discriminate against any individual with respect to their compensation, or the terms, conditions, or privileges of their employment, because of such individual's race, color, religion, sex, age, handicap or national origin; or (2) to limit, segregate, or classify their employees or applicants for employment in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect their status as an employee, because of such individual's race, color, religion, sex, age, handicap or national origin. Contractor shall comply with The Civil Rights Act of 1964, 42 U.S.C. sec. 2000 et seq. (2000), as amended.
- OO. **Anti-Boycott of Israel:** By signing this contract the Contractor certifies that it is not currently engaged in and agrees for the duration of this Contract not to engage in, the boycott of Israel.

**IN WITNESS WHEREOF THE PARTIES DO HEREUNTO SET THEIR HANDS**  
on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**CONTRACTOR:**

**ANDERSON COUNTY BOARD  
OF EDUCATION:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Director of Schools

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Board of Education Chairman

\_\_\_\_\_  
Title

**ANDERSON COUNTY  
GOVERNMENT:**

\_\_\_\_\_  
Name of Company

\_\_\_\_\_  
Address

\_\_\_\_\_  
Finance Director

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Approved as to Legal Form

\_\_\_\_\_  
N. Jay Yeager  
Anderson County Law Director

## Attachment 1

**Non-Collusion Affidavit**

- This Non-Collusion Affidavit is material to any contract awarded pursuant to this bid.
- This Non-Collusion Affidavit must be executed by the member, officer, or employee of the bidder who makes the final decision on prices and the amount quoted in the bid.
- Bid rigging and other efforts to restrain competition and the making of false sworn statements in connection with the submission of bids are unlawful and may be subject to criminal prosecution. The person who signs the affidavit should examine it carefully before signing and assure himself or herself that such statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the bidder with responsibilities for the preparation, approval, or submission of the bid.
- In the case of a bid submitted by a joint venture, each party to the venture must be identified in the bid documents, and an affidavit must be submitted separately on behalf of each party.
- The term "complementary bid" as used in the affidavit has the meaning commonly associated with that term in the bidding process and includes the knowing submission of bids higher than the bid of another firm, an intentionally high or noncompetitive bid, and any other form of bid submitted for the purpose of giving a false appearance of competition.
- Failure to file an affidavit in compliance with these instructions may result in disqualification of the bid.

**Non-Collusion Affidavit**STATE OF TennesseeCOUNTY OF Anderson

I state that I am (Title) Owner of (Name of My Firm) William Scotty Phillips and that I am authorized to make this affidavit on behalf of my firm and its owners, directors, and officers. I am the person responsible in my firm to the price(s) and the amount of this bid.

## I STATE THAT:

- The price(s) and amount of this bid have been arrived at independently and without consultation, communication, or agreement with any other contractor, bidder, or potential bidder.
- Neither the price(s) nor the amount of this bid and neither the approximate price(s) nor approximate amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before bid opening.
- No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.
- The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid.
- (Name of My Firm) William Scotty Phillips, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

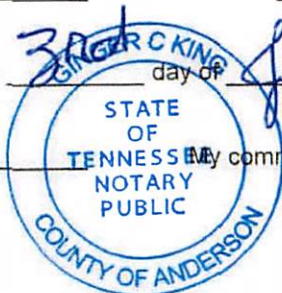
I state that (Name of My Firm) William Scotty Phillips understands and acknowledges that the above representation are material and important and will be relied on by Anderson County in awarding the contract(s) for which this bid is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from Anderson County of the true facts relating to submission of bids for this contract.

William Scotty Phillips  
Representative's Signature

Owner  
Title

Sworn to and subscribed before me this 30th day of June 2023

Ginger C King  
Notary Public



My commission expires: Ginger C King  
My commission expires June 24, 2023

## Attachment 2

## DIVERSITY BUSINESS INFORMATION ANDERSON COUNTY GOVERNMENT

**NOTE:** This form is to be submitted only by those who qualify. Bidders do not have to be a minority business to be considered.

### IMPORTANT! NOTARY AND COPY OF CERTIFICATION REQUIRED

#### SECTION 6 – DIVERSITY INFORMATION

**VENDOR/CONTRACTOR NAME:** William Scotty Phillips

**Type of Company:** (Check One)

( ) Corporation    ( ) Partnership    ( ) Limited Liability    (✓) Sole Proprietor

Is your company 51% Owned or Operated by a Minority Group? Yes \_\_\_ No ✓

If yes, check the ethnic category and indicate % of ownership:

- ☐ American Indian/Alaskan Native \_\_\_%  
☐ African American \_\_\_%  
☐ Hispanic \_\_\_%  
☐ Asian/Pacific Islander \_\_\_%  
☐ Other \_\_\_% (please indicate)

Please name the entity of certification: \_\_\_\_\_

Please provide copy of certification letter or certificate

I, HEREBY CERTIFY THAT THE ABOVE INFORMATION IS TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE.

**Signature:** William Scotty Phillips **OFFICER OF THE COMPANY**

**Name:** William Scotty Phillips **Title:** Owner

#### NOTARY ACKNOWLEDGEMENT:

STATE OF Tennessee  
 COUNTY OF Anderson  
 ON June 03, 2023, BEFORE ME, Ginger C King

PERSONALLY APPEARED William Scotty Phillips, PERSONALLY KNOWN TO ME (OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE) TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/ THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON (S) ACTED, EXECUTED THE INSTRUMENT.

WITNESS MY HAND AND OFFICIAL SEAL.

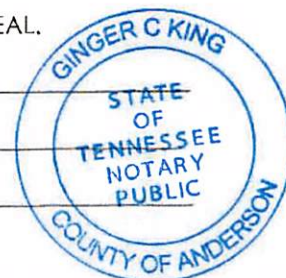
**SIGNATURE OF NOTARY:** Ginger C King

**PRINTED FULL NAME OF NOTARY:** Ginger C King

**MY COMMISSION EXPIRES:** \_\_\_\_\_

Ginger C King  
 My commission expires  
June 24, 2023

2



**Attachment 3**  
**BID NUMBER: 2350 – School Bus Contractor Routes**

**SECTION 1 - BID INFORMATION**

Acknowledgment of Addenda:  
 (Write "Yes" if received)

Addenda 1 yes      Addenda 2 yes  
 Addenda 3 yes      Addenda 4 \_\_\_\_\_

**SECTION 2 - VENDOR INFORMATION**

William Scotty Phillips  
 Vendor Name

6441 New River Hwy  
 Vendor Address

Devonia

City

Tennessee

State

37710

Zip

Telephone Number 423-324-5783

William Scotty Phillips  
 Contact Person (Please Print)

newriver1@highland.net  
 E-Mail Address

Taxpayer Identification Number, Social Security or  
 Employer Identification Number:

409-17-2790

State of Tennessee Business License Number:  
 License # 0100424819

I agree to abide by all Terms and Conditions of this  
 Invitation to Bid and certify that I am authorized to sign  
 this bid for the vendor. Failure to include any  
 information mentioned in the bid or to comply with  
 these bid instructions may result in rejection of your  
 entire bid. Signing this form affirms that the original  
 Invitation for Bid document has not been altered in any  
 way.

**Authorizing Signature:**

William Scotty Phillips  
 (Please sign original in blue ink)

**Attachment 4**  
**Insurance Requirement Acknowledgment**

The bidder awarded this bid or contract will maintain, at their expense adequate insurance coverage to protect them from claims arising under the Worker's Compensation Act, any and all claims for bodily injury and property damage to the Bidder and to Anderson County Government while delivery and service are being done. A certificate of insurance must be on file in the Purchasing Department before work may begin and must be maintained until work is completed.

Only the items marked with an "X" are applicable to this bid and or contract.

- |    |   |   |
|----|---|---|
| 1. | <input checked="" type="checkbox"/> <b>Workers Compensation Employers Liability</b>   | Statutory limits<br>100,000/100,000/500,000       |
| 2. | <input checked="" type="checkbox"/> <b>Commercial General Liability</b>   | \$500,000 per occurrence<br>\$1,000,000 aggregate |
|    | <input checked="" type="checkbox"/> Occurrence Form Only<br><input checked="" type="checkbox"/> Include Premises Liability<br><input checked="" type="checkbox"/> Include Contractual<br><input checked="" type="checkbox"/> Include XCU<br><input checked="" type="checkbox"/> Include Products and Completed Operations<br><input checked="" type="checkbox"/> Include Personal Injury<br><input checked="" type="checkbox"/> Include Independent Contractors<br><input checked="" type="checkbox"/> Include Vendors Liability<br><input checked="" type="checkbox"/> Include Professional or E&O Liability |   |
| 3. | <input type="checkbox"/> <b>Business Auto</b>   |   |
|    | <input type="checkbox"/> Include Garage Liability<br><input type="checkbox"/> Include Garage Keepers Liability<br><input type="checkbox"/> Copy of Valid Driver's License<br><input type="checkbox"/> Copy of Current Motor Vehicle Record<br><input type="checkbox"/> Copy of Current Auto Liability Declarations Page   |   |
| 4. | <input type="checkbox"/> <b>Crime Coverages</b>   |   |
|    | <input type="checkbox"/> Employee Dishonesty<br><input type="checkbox"/> Employee Dishonesty Bond   |   |
| 5. | <input type="checkbox"/> <b>Property Coverages</b>  |   |
|    | <input type="checkbox"/> Builders Risk<br><input type="checkbox"/> Inland Marine<br><input type="checkbox"/> Transportation   |   |
| 6. | <input type="checkbox"/> Performance Bond Required – A <u>One Hundred Percent (100%)</u> performance or an irrevocable letter of credit in favor of Anderson County Government at a federally insured financial institution. This <u>MUST</u> be submitted before purchase order issued.  |   |

**Certificate Holder Shall Be:** Anderson County Government, Clinton, Tennessee, and shall show the bid number and title. Anderson County Government shall be named as an additional insured on all policies except worker's compensation and auto. Insurance carrier ratings shall have a Best's rating of A-VII or better, or its equivalent. Cancellation clause on certificate should strike out "endeavor to" and include a 30-day notice of cancellation where applicable. Any deviations from the above requirements must be disclosed to the Anderson County Purchasing Agent. Any liability deductibles or exclusions must also be disclosed. Exceptions can be granted if applicable.

**Bidders Statement and Certification**

I understand the insurance requirements of these specifications and will comply in full within 21 (twenty-one) calendar days if awarded this bid and or contract. I agree to furnish the county with proof of insurance for the entire term of the bid and or contract.

William Scotty Phillips  
Vendor Name

William Scotty Phillips  
Bid Representative Name (Please Print)

William Scotty Phillips  
Authorized Signature

6-1-23  
Date

## Attachment 5

Rev. December 6, 2007

**BACKGROUND CHECK COMPLIANCE FORM****ANDERSON COUNTY GOVERNMENT**

PURCHASING DEPARTMENT  
100 N. MAIN STREET, ROOM 214 or 218  
CLINTON, TN 37716  
(865) 457-6251  
(865) 457-6252 (Fax)

BID NUMBER

CONTRACT NUMBER

**BACKGROUND CHECKS** Contractors shall comply with Public Chapter 587 of 2007, as codified in Tennessee Code Annotated Section 49-5-413, which requires all contractors to facilitate a criminal history records check conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation for each employee prior to permitting the employee to have contact with students or enter school grounds when students are present.

Any person, corporation or other entity who enters or any employee of any person, corporation or entity who enters into or renews a contract with a local board of education or child care program on or after September 1, 2007, must:

- (1) Provide a fingerprint sample
- (2) Submit to a criminal history records check to be conducted by the Tennessee Bureau of Investigations and the Federal Bureau of Investigations.

Contact the Anderson County School's Human Resources Department at (865) 463-2800 ext. 2811 for fingerprint instructions.

Company or Individuals (Name)

Address

William Scotty Phillips

6441 New River Hwy

City, State, Zip Code

Telephone Number

Devonia, TN 37710

(423) 324-5783

Contractor License Number (If Applicable)

I agree to abide by Public Chapter 587 of 2007, as codified in Tennessee Code Annotated Section 49-5-413, and certify that I am authorized to sign. The undersigned further agrees if this bid or contract is accepted, to furnish any and all of the Background Check Information on himself and all of his employees as required by law, at the request of Anderson County Government. I hereby agree to release all criminal history and other required information to Anderson County Government, the Tennessee Bureau of Investigation and the Federal Bureau of Investigation in accordance with Tennessee law and I further certify that all information supplied by me regarding this inquiry is true and accurate. I agree to release and hold harmless the above-mentioned governmental entities for the use of this information related to the purposes mandated under Tennessee law. I further certify that I have obtained acceptable criminal history information on all current employees and will obtain said information on future employees associated with the performance of the work defined in this bid or contract, pursuant to Tennessee Code Annotated 49-5-413 and that neither I nor any employee of mine is prohibited from direct contact with school children for the reasons enumerated in Tennessee Code annotated Section §§ 49-5-401 et seq.

Signature William Scotty Phillips Title Owner

Printed Name: William Scotty Phillips Date 6-2-23  
(Please Print Clearly) (Month, Day, Year)

**INTERNAL OFFICE USE ONLY**

Notes

**Tab 1.**

<b>Bus #</b>	<b>Make</b>	<b>Year</b>	<b>Passenger</b>
<b>1</b>	<b>Thomas</b>	<b>2023</b>	<b>48</b>
<b>2</b>	<b>Thomas</b>	<b>2008</b>	<b>36</b>
<b>3</b>	<b>Bluebird</b>	<b>2011</b>	<b>72</b>
<b>25</b>	<b>Bluebird</b>	<b>2018</b>	<b>77</b>
<b>35</b>	<b>Thomas</b>	<b>2021</b>	<b>66</b>
<b>43</b>	<b>Thomas</b>	<b>2007</b>	<b>66</b>
<b>44</b>	<b>Bluebird</b>	<b>2018</b>	<b>72</b>
<b>66</b>	<b>Thomas</b>	<b>2020</b>	<b>66</b>
<b>75</b>	<b>Bluebird</b>	<b>2011</b>	<b>72</b>
<b>77</b>	<b>Thomas</b>	<b>2022</b>	<b>72</b>
<b>80</b>	<b>Thomas</b>	<b>2021</b>	<b>66</b>

Preventive maintenance such as brake adjustments, greasing joints, changing oil and tires as needed. Keeping check on all lights, steering joints, and other important parts. Taking care of the bus. 1026 South M St, Rocky Top, Tn 37769

More severe maintenance would be done by Rene Brady Mechanics, Onedia, Phillips Trucking, Devonia, Tn or Landmark international, Knoxville, Tn.

**Tab 2,**

School bus contractor/driver for Campbell County Schools, 1990-2005.

School bus contractor/driver for Anderson County Schools, 2006-present.

Reference: Anderson County Schools transportation supervisors, Kelly Meyers, Johnny Golden, Amberlee Phillips.

Anderson County Schools has current state bus inspections and other certifications/licensures.

**Tab 3.**

1026 S Main St

Rocky Top, TN 37769

**Tab 4.****Scotty Phillips****6441 New River Hwy****Devonia, Tn 37710****I make sure they are safe drivers by trying to hire people I have known for years.****Not everyone is meant to be a bus driver. They need to have the personality to deal with parents and kids. I believe that not every issue requires to be written up. Most of the time, talking to the student or parent can take care of the problem.****Retention rate is 1. First driver hired in 2006, retired 2022. New hire this school year, 2022-2023.****Tab 5.****Eleven routes.**

<b>Bus #</b>	<b>Make</b>	<b>Year</b>	<b>Passenger</b>
<b>1</b>	<b>Thomas</b>	<b>2023</b>	<b>48</b>
<b>2</b>	<b>Thomas</b>	<b>2008</b>	<b>36</b>
<b>3</b>	<b>Bluebird</b>	<b>2011</b>	<b>72</b>
<b>25</b>	<b>Bluebird</b>	<b>2018</b>	<b>77</b>
<b>35</b>	<b>Thomas</b>	<b>2021</b>	<b>66</b>
<b>43</b>	<b>Thomas</b>	<b>2007</b>	<b>66</b>
<b>44</b>	<b>Bluebird</b>	<b>2018</b>	<b>72</b>
<b>66</b>	<b>Thomas</b>	<b>2020</b>	<b>66</b>
<b>75</b>	<b>Bluebird</b>	<b>2011</b>	<b>72</b>
<b>77</b>	<b>Thomas</b>	<b>2022</b>	<b>72</b>
<b>80</b>	<b>Thomas</b>	<b>2021</b>	<b>66</b>

**Tab 6****Attachments 1, 2, 3, 4, 5, included**

PROPOSED COST MAY NOT EXCEED 10% OF CURRENT COST

23-0127 Exhibit 1

Exhibit B - RFP #2350 PRICE SHEET

Bus Route #	Bus Capacity	Total Route Miles *	Cost Per Year	1st Run Schools	2nd Run Schools	Legend	
1	36	37	\$ 58,138.83	LCES, LCMS		ACHS	Anderson County High School
2	36	40	\$ 56,559.53	BES, LCES, LCMS		AES	Andersonville Elementary School
3	66	32	\$ 70,908.05	LCES, LCMS		BES	Briceville Elementary School
25	66	53	\$ 79,379.80	LCES, LCMS	ACHS	NWES	Norwood Elementary School
35	66	67	\$ 82,004.28	LCES, BES	LCMS, ACHS	CES	Clinton Elementary School
43	66	47	\$ 71,055.74	LCES, LCMS	ACHS	DVES	Dutch Valley Elementary School
44	66	61	\$ 76,435.63	BES, LCES	LCMS, ACHS	FES	Fairview Elementary School
66	66	36	\$ 63,775.53	BES, LCMS		AES	Andersonville Elementary School
75	66	57	\$ 76,705.26	LCES, LCMS	ACHS	CES	Clinton Elementary School
77	66	33	\$ 67,906.11	LCES, LCMS		CHS	Clinton High School
80	66	51	\$ 60,507.79	LCES, LCMS	ACHS	CRCS	Clinch River Community School

VENDOR NAME: William Scotty Phillips

## Exhibit A

**SCHOOL BUS Routes CONTRACT****REGULAR TRANSPORTATION PROGRAM**

Contractor: William Scotty Phillips Phone No.: 423-324-583  
Route No.: 1 Contract Period:  
Minimum Capacity: 36 Amount: 58,138.83

**THIS AGREEMENT** made and entered into on this \_\_\_ day of \_\_\_\_\_, 20\_\_ by and between the Board of Education of Anderson County, Tennessee (hereinafter referred to as "the Board,") and \_\_\_\_\_ (hereinafter referred to as "the Contractor").

For and in consideration of the matters set forth hereinafter, the sufficiency of which is hereby acknowledged by both parties, the Board and the Contractor hereby recite and agree to the following:

1. The School Board is charged with the responsibility of providing education for the children of Anderson County, Tennessee and for providing for student transportation to and from Anderson County Schools in accordance with provisions of the Tennessee Code Annotated, and pursuant to those obligations the Board desires to make arrangements for the transportation of students to and from school each school day.
2. The Contractor is desirous of entering into an agreement with the Board whereby the Contractor, for an agreed amount, will provide such transportation for the Board and carry out the responsibility of transporting such school students to and from school each day as the Board through its authorized agents may designate in accordance with the terms and conditions of this agreement, utilizing personnel and equipment to be provided by the Contractor.
3. Both parties to this agreement are aware that various state laws, rules, regulations, and School Board policies control and govern the operation of school buses within this County, and that it is necessary at all times for both the Board and Contractor to be in compliance with any such laws, rules, regulations and School Board policies which apply to the services to be provided under this contract.
4. Both parties to this agreement are aware that state laws, rules, regulations and School Board policies may be changed, amended, deleted or created during the term of this agreement.

## Exhibit A

**SCHOOL BUS Routes CONTRACT****REGULAR TRANSPORTATION PROGRAM**

Contractor: William Scotty Phillips Phone No.: 423-324-5783  
Route No.: 2 Contract Period:  
Minimum Capacity: 36 Amount: 56,559.53

**THIS AGREEMENT** made and entered into on this \_\_\_ day of \_\_\_\_\_, 20\_\_ by and between the Board of Education of Anderson County, Tennessee (hereinafter referred to as "the Board,") and \_\_\_\_\_ (hereinafter referred to as "the Contractor").

For and in consideration of the matters set forth hereinafter, the sufficiency of which is hereby acknowledged by both parties, the Board and the Contractor hereby recite and agree to the following:

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2. The Contractor is desirous of entering into an agreement with the Board whereby the Contractor, for an agreed amount, will provide such transportation for the Board and carry out the responsibility of transporting such school students to and from school each day as the Board through its authorized agents may designate in accordance with the terms and conditions of this agreement, utilizing personnel and equipment to be provided by the Contractor.
3. Both parties to this agreement are aware that various state laws, rules, regulations, and School Board policies control and govern the operation of school buses within this County, and that it is necessary at all times for both the Board and Contractor to be in compliance with any such laws, rules, regulations and School Board policies which apply to the services to be provided under this contract.
4. Both parties to this agreement are aware that state laws, rules, regulations and School Board policies may be changed, amended, deleted or created during the term of this agreement.

## Exhibit A

**SCHOOL BUS Routes CONTRACT**  
**REGULAR TRANSPORTATION PROGRAM**

Contractor: William Scotty Phillips Phone No.: 423-324-5783  
 Route No.: 3 Contract Period:  
 Minimum Capacity: 66 Amount: 70,908.05

**THIS AGREEMENT** made and entered into on this \_\_\_ day of \_\_\_\_\_, 20\_\_ by and between the Board of Education of Anderson County, Tennessee (hereinafter referred to as "the Board,") and \_\_\_\_\_ (hereinafter referred to as "the Contractor").

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2. The Contractor is desirous of entering into an agreement with the Board whereby the Contractor, for an agreed amount, will provide such transportation for the Board and carry out the responsibility of transporting such school students to and from school each day as the Board through its authorized agents may designate in accordance with the terms and conditions of this agreement, utilizing personnel and equipment to be provided by the Contractor.
3. Both parties to this agreement are aware that various state laws, rules, regulations, and School Board policies control and govern the operation of school buses within this County, and that it is necessary at all times for both the Board and Contractor to be in compliance with any such laws, rules, regulations and School Board policies which apply to the services to be provided under this contract.
4. Both parties to this agreement are aware that state laws, rules, regulations and School Board policies may be changed, amended, deleted or created during the term of this agreement.

## Exhibit A

**SCHOOL BUS Routes CONTRACT**  
**REGULAR TRANSPORTATION PROGRAM**

Contractor: William Scotty Phillips Phone No.: 423-324-5783  
 Route No.: 25 Contract Period:  
 Minimum Capacity: 66 Amount: 79,379.80

**THIS AGREEMENT** made and entered into on this \_\_\_ day of \_\_\_\_\_, 20\_\_ by and between the Board of Education of Anderson County, Tennessee (hereinafter referred to as "the Board,") and \_\_\_\_\_ (hereinafter referred to as "the Contractor").

For and in consideration of the matters set forth hereinafter, the sufficiency of which is hereby acknowledged by both parties, the Board and the Contractor hereby recite and agree to the following:

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2. The Contractor is desirous of entering into an agreement with the Board whereby the Contractor, for an agreed amount, will provide such transportation for the Board and carry out the responsibility of transporting such school students to and from school each day as the Board through its authorized agents may designate in accordance with the terms and conditions of this agreement, utilizing personnel and equipment to be provided by the Contractor.
3. Both parties to this agreement are aware that various state laws, rules, regulations, and School Board policies control and govern the operation of school buses within this County, and that it is necessary at all times for both the Board and Contractor to be in compliance with any such laws, rules, regulations and School Board policies which apply to the services to be provided under this contract.
4. Both parties to this agreement are aware that state laws, rules, regulations and School Board policies may be changed, amended, deleted or created during the term of this agreement.

## Exhibit A

**SCHOOL BUS Routes CONTRACT**  
**REGULAR TRANSPORTATION PROGRAM**

Contractor: William Scotty Phillips Phone No.: 423-324-5783  
 Route No.: 35 Contract Period:  
 Minimum Capacity: 66 Amount: 82,004.28

**THIS AGREEMENT** made and entered into on this \_\_\_ day of \_\_\_\_\_, 20\_\_ by and between the Board of Education of Anderson County, Tennessee (hereinafter referred to as "the Board,") and \_\_\_\_\_ (hereinafter referred to as "the Contractor").

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3. Both parties to this agreement are aware that various state laws, rules, regulations, and School Board policies control and govern the operation of school buses within this County, and that it is necessary at all times for both the Board and Contractor to be in compliance with any such laws, rules, regulations and School Board policies which apply to the services to be provided under this contract.
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## Exhibit A

**SCHOOL BUS Routes CONTRACT**  
**REGULAR TRANSPORTATION PROGRAM**

Contractor: William Scotty Phillips      Phone No.: 423-324-5783  
Route No.: 43      Contract Period:  
Minimum Capacity: 66      Amount: 71,055.74

**THIS AGREEMENT** made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between the Board of Education of Anderson County, Tennessee (hereinafter referred to as "the Board,") and \_\_\_\_\_ (hereinafter referred to as "the Contractor").

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2. The Contractor is desirous of entering into an agreement with the Board whereby the Contractor, for an agreed amount, will provide such transportation for the Board and carry out the responsibility of transporting such school students to and from school each day as the Board through its authorized agents may designate in accordance with the terms and conditions of this agreement, utilizing personnel and equipment to be provided by the Contractor.
3. Both parties to this agreement are aware that various state laws, rules, regulations, and School Board policies control and govern the operation of school buses within this County, and that it is necessary at all times for both the Board and Contractor to be in compliance with any such laws, rules, regulations and School Board policies which apply to the services to be provided under this contract.
4. Both parties to this agreement are aware that state laws, rules, regulations and School Board policies may be changed, amended, deleted or created during the term of this agreement.

## Exhibit A

**SCHOOL BUS Routes CONTRACT**  
**REGULAR TRANSPORTATION PROGRAM**

Contractor: William Scotty Phillips Phone No.: 423-324-5783  
 Route No.: 44 Contract Period:  
 Minimum Capacity: 66 Amount: 76,435.63

**THIS AGREEMENT** made and entered into on this \_\_\_ day of \_\_\_\_\_, 20\_\_ by and between the Board of Education of Anderson County, Tennessee (hereinafter referred to as "the Board,") and \_\_\_\_\_ (hereinafter referred to as "the Contractor").

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1. The School Board is charged with the responsibility of providing education for the children of Anderson County, Tennessee and for providing for student transportation to and from Anderson County Schools in accordance with provisions of the Tennessee Code Annotated, and pursuant to those obligations the Board desires to make arrangements for the transportation of students to and from school each school day.
2. The Contractor is desirous of entering into an agreement with the Board whereby the Contractor, for an agreed amount, will provide such transportation for the Board and carry out the responsibility of transporting such school students to and from school each day as the Board through its authorized agents may designate in accordance with the terms and conditions of this agreement, utilizing personnel and equipment to be provided by the Contractor.
3. Both parties to this agreement are aware that various state laws, rules, regulations, and School Board policies control and govern the operation of school buses within this County, and that it is necessary at all times for both the Board and Contractor to be in compliance with any such laws, rules, regulations and School Board policies which apply to the services to be provided under this contract.
4. Both parties to this agreement are aware that state laws, rules, regulations and School Board policies may be changed, amended, deleted or created during the term of this agreement.

## Exhibit A

**SCHOOL BUS Routes CONTRACT**  
**REGULAR TRANSPORTATION PROGRAM**

Contractor: William Scotty Phillips Phone No.: 423-324-5783  
 Route No.: 66 Contract Period:  
 Minimum Capacity: 66 Amount: 63,775.53

**THIS AGREEMENT** made and entered into on this \_\_\_ day of \_\_\_\_\_, 20\_\_ by and between the Board of Education of Anderson County, Tennessee (hereinafter referred to as "the Board,") and \_\_\_\_\_ (hereinafter referred to as "the Contractor").

For and in consideration of the matters set forth hereinafter, the sufficiency of which is hereby acknowledged by both parties, the Board and the Contractor hereby recite and agree to the following:

1. The School Board is charged with the responsibility of providing education for the children of Anderson County, Tennessee and for providing for student transportation to and from Anderson County Schools in accordance with provisions of the Tennessee Code Annotated, and pursuant to those obligations the Board desires to make arrangements for the transportation of students to and from school each school day.
2. The Contractor is desirous of entering into an agreement with the Board whereby the Contractor, for an agreed amount, will provide such transportation for the Board and carry out the responsibility of transporting such school students to and from school each day as the Board through its authorized agents may designate in accordance with the terms and conditions of this agreement, utilizing personnel and equipment to be provided by the Contractor.
3. Both parties to this agreement are aware that various state laws, rules, regulations, and School Board policies control and govern the operation of school buses within this County, and that it is necessary at all times for both the Board and Contractor to be in compliance with any such laws, rules, regulations and School Board policies which apply to the services to be provided under this contract.
4. Both parties to this agreement are aware that state laws, rules, regulations and School Board policies may be changed, amended, deleted or created during the term of this agreement.

## Exhibit A

**SCHOOL BUS Routes CONTRACT**  
**REGULAR TRANSPORTATION PROGRAM**

Contractor: William Scott Phillips Phone No.: 423-324-5783  
 Route No.: 75 Contract Period:  
 Minimum Capacity: 66 Amount: 76,705.26

**THIS AGREEMENT** made and entered into on this \_\_\_ day of \_\_\_\_\_, 20\_\_ by and between the Board of Education of Anderson County, Tennessee (hereinafter referred to as "the Board,") and \_\_\_\_\_ (hereinafter referred to as "the Contractor").

For and in consideration of the matters set forth hereinafter, the sufficiency of which is hereby acknowledged by both parties, the Board and the Contractor hereby recite and agree to the following:

1. The School Board is charged with the responsibility of providing education for the children of Anderson County, Tennessee and for providing for student transportation to and from Anderson County Schools in accordance with provisions of the Tennessee Code Annotated, and pursuant to those obligations the Board desires to make arrangements for the transportation of students to and from school each school day.
2. The Contractor is desirous of entering into an agreement with the Board whereby the Contractor, for an agreed amount, will provide such transportation for the Board and carry out the responsibility of transporting such school students to and from school each day as the Board through its authorized agents may designate in accordance with the terms and conditions of this agreement, utilizing personnel and equipment to be provided by the Contractor.
3. Both parties to this agreement are aware that various state laws, rules, regulations, and School Board policies control and govern the operation of school buses within this County, and that it is necessary at all times for both the Board and Contractor to be in compliance with any such laws, rules, regulations and School Board policies which apply to the services to be provided under this contract.
4. Both parties to this agreement are aware that state laws, rules, regulations and School Board policies may be changed, amended, deleted or created during the term of this agreement.

## Exhibit A

**SCHOOL BUS Routes CONTRACT**  
**REGULAR TRANSPORTATION PROGRAM**

Contractor: William Scotty Phillips Phone No.: 423-324-5783  
Route No.: 77 Contract Period:  
Minimum Capacity: 66 Amount: 67,906.11

**THIS AGREEMENT** made and entered into on this \_\_\_ day of \_\_\_\_\_, 20\_\_ by and between the Board of Education of Anderson County, Tennessee (hereinafter referred to as "the Board,") and \_\_\_\_\_ (hereinafter referred to as "the Contractor").

For and in consideration of the matters set forth hereinafter, the sufficiency of which is hereby acknowledged by both parties, the Board and the Contractor hereby recite and agree to the following:

1. The School Board is charged with the responsibility of providing education for the children of Anderson County, Tennessee and for providing for student transportation to and from Anderson County Schools in accordance with provisions of the Tennessee Code Annotated, and pursuant to those obligations the Board desires to make arrangements for the transportation of students to and from school each school day.
2. The Contractor is desirous of entering into an agreement with the Board whereby the Contractor, for an agreed amount, will provide such transportation for the Board and carry out the responsibility of transporting such school students to and from school each day as the Board through its authorized agents may designate in accordance with the terms and conditions of this agreement, utilizing personnel and equipment to be provided by the Contractor.
3. Both parties to this agreement are aware that various state laws, rules, regulations, and School Board policies control and govern the operation of school buses within this County, and that it is necessary at all times for both the Board and Contractor to be in compliance with any such laws, rules, regulations and School Board policies which apply to the services to be provided under this contract.
4. Both parties to this agreement are aware that state laws, rules, regulations and School Board policies may be changed, amended, deleted or created during the term of this agreement.

## Exhibit A

**SCHOOL BUS Routes CONTRACT**  
**REGULAR TRANSPORTATION PROGRAM**

Contractor: William Scotty Phillips      Phone No.: 423-324-5783  
 Route No.: 80      Contract Period:  
 Minimum Capacity: 66      Amount: 60,507.79

**THIS AGREEMENT** made and entered into on this \_\_ day of \_\_\_\_\_, 20\_\_ by and between the Board of Education of Anderson County, Tennessee (hereinafter referred to as "the Board,") and \_\_\_\_\_ (hereinafter referred to as "the Contractor").

For and in consideration of the matters set forth hereinafter, the sufficiency of which is hereby acknowledged by both parties, the Board and the Contractor hereby recite and agree to the following:

1. The School Board is charged with the responsibility of providing education for the children of Anderson County, Tennessee and for providing for student transportation to and from Anderson County Schools in accordance with provisions of the Tennessee Code Annotated, and pursuant to those obligations the Board desires to make arrangements for the transportation of students to and from school each school day.
2. The Contractor is desirous of entering into an agreement with the Board whereby the Contractor, for an agreed amount, will provide such transportation for the Board and carry out the responsibility of transporting such school students to and from school each day as the Board through its authorized agents may designate in accordance with the terms and conditions of this agreement, utilizing personnel and equipment to be provided by the Contractor.
3. Both parties to this agreement are aware that various state laws, rules, regulations, and School Board policies control and govern the operation of school buses within this County, and that it is necessary at all times for both the Board and Contractor to be in compliance with any such laws, rules, regulations and School Board policies which apply to the services to be provided under this contract.
4. Both parties to this agreement are aware that state laws, rules, regulations and School Board policies may be changed, amended, deleted or created during the term of this agreement.

23-0128

### DISPOSAL AGREEMENT

THIS DISPOSAL AGREEMENT made this 1st day of July 2023, (the "Agreement") by and between Waste Management, Inc. of Tennessee ("WM") and Anderson County, Tennessee (the "County"), acting through its duly authorized representatives.

#### WITNESSETH:

WHEREAS, WM is the owner and operator of a Class 1, nonhazardous solid waste landfill known as the Chestnut Ridge Landfill, located at 140 Fleenor Mill Road, Heiskel, TN 37754, which is permitted to receive nonhazardous solid waste;

WHEREAS, the County seeks to deliver nonhazardous solid waste for disposal of such solid waste at the Disposal Facility;

WHEREAS, WM has agreed to provide such disposal services to the County under the terms set forth in this Agreement; and

NOW THEREFORE, FOR AND IN CONSIDERATION of the respective covenants herein contained, the parties have agreed as follows:

1. DEFINITIONS - As used herein, the following terms shall have the following meanings:

- (a) Disposal Facility -- as used herein means the landfill known as the Chestnut Ridge Landfill, located at 140 Fleenor Mill Road, Heiskel, TN 37754, which is utilized, owned, and/or operated by WM and permitted to receive Solid Waste by the applicable federal, state, and/or local agency.
- (b) Solid Waste or Waste-- shall mean all non-hazardous Garbage and/or Rubbish, that is collected and/or transported by the County or its authorized subcontractors and Customers that can legally be received at the Disposal Facility. The term "Solid Waste" or "Waste" specifically excludes Unacceptable Waste.
- (c) Acceptable Waste --Waste that may be legally received and accepted at the Disposal Facility. Acceptable Waste shall not include any Hazardous Waste as defined below and by Federal, State or local law or regulations, toxic wastes, Special Waste that has not been profiled and pre-approved in by WM in writing, or any other waste, which is not acceptable under Federal, State or local law, regulations, or permit at the Disposal Facility.
- (d) Customer -- The owner or tenant of a residential dwelling within the service area of the County which is occupied by a person or group of persons comprising not more than two families.
- (e) Garbage shall mean Waste consisting of putrescible or animal and vegetable waste materials resulting from the handling, preparation, cooking, and consumption of food, including waste materials from markets, storage facilities, handling and sale of produce and other food products, and all dead animals of less than ten pounds (10 lbs) in weight, except those slaughtered for human consumption.
- (f) Hazardous Waste -- any chemical, compound, mixture, material, substance or article which is designated by the United States Environmental Protection Agency or appropriate agency of the federal or state government to be hazardous, as that term is defined by or pursuant to Federal, State or local law or regulations, and any toxic, infectious, radioactive, highly flammable, explosive waste or substance, as such terms are defined by Federal, State or local law or regulations.

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- (g) Medical Waste - shall mean Waste generated by health care related facilities and associated with health care activities, not including Garbage or Rubbish generated from offices, kitchens, or other non-health-care activities. The term includes Special Waste from health care-related facilities which is comprised of animal waste, bulk blood and blood products, microbiological waste, pathological waste, and sharps as those terms are defined in Tennessee's solid waste regulations, Rule Chapter 0400-11-01 (relating to Definitions).
- (h) Rubbish shall mean nonputrescible Solid Waste (excluding ashes), consisting of both combustible and noncombustible waste materials. Combustible rubbish includes paper, rags, cartons, wood, excelsior, furniture, rubber, plastics or similar materials; noncombustible rubbish includes glass, crockery, tin cans, aluminum cans, metal furniture, and similar materials that will not burn at ordinary incinerator temperatures (1,600 degrees Fahrenheit to 1,800 degrees Fahrenheit).
- (i) Special Waste - waste that requires special handling in accordance with any applicable federal, state or local laws or regulations, including but not limited to, industrial process wastes, asbestos containing material, petroleum contaminated soils, incinerator ash, and other materials. Special Waste must be profiled and pre-approved in writing by WM before it can be delivered to the Disposal Facility.
- (j) Unacceptable Waste - any waste or material that (i) the acceptance and handling of which by WM would cause a violation of any permit, condition, legal or regulatory requirement, (ii) can cause substantial damage to WM's equipment or facilities, (iii) presents a danger to the health or safety of the public or WM's employees, (iv) is or contains Hazardous Waste, industrial waste, liquid waste, Special Waste that has not been profiled and pre-approved by WM, untreated medical waste, dead animals weighing ten pounds (10 lbs.) or greater, (v) is or contains solid or dissolved material in domestic sewage, or solid or dissolved material in irrigation return flows, or industrial discharges subject to regulation by permit, or (vi) results from activities associated with the exploration, development, or production of oil or gas or geothermal resources, (vii) is or contains batteries or fuels, (viii) is or contains motor oil or paint, (ix) is or contains televisions, (x) is or contains batteries, (xi) is or contains florescent light bulbs, (xii) is or contains white goods (household appliances), (xiii) is or contains treated/de-characterized wastes, (xiv) is or contains any waste tires, (xvi) is or contains sludge, and/or (xivii) is or contains other solid or liquid waste specifically prohibited for disposal at the disposal facility by TDEC or any other regulatory agency having jurisdiction over such landfill, in accordance with applicable law. Title to and liability for Unacceptable Waste shall remain with the generator all times. WM has no obligation to accept, transport, process or dispose of any Unacceptable Waste.

## 2. SCOPE OF SERVICE

- (a) Subject to the terms and conditions hereof, the County agrees that it shall exclusively deliver all Solid Waste to the Disposal Facility that is collected and/or transported by or for the County within the corporate limits of Anderson County, Tennessee. WM agrees that it will accept all Acceptable Waste at the Disposal Facility under the terms of this Agreement. The Customer agrees that any waste delivered to WM hereunder will not contain any Unacceptable Waste. This Agreement does not obligate the County to deliver a certain tonnage of Acceptable Waste to the Disposal Facility nor does it obligate WM to accept a required tonnage amount of Acceptable Waste from the County.
- (b) Furthermore, the disposal of Waste, brush, yard waste and debris resulting from storms, floods, fires, tornados, other acts of God, or uncontrollable circumstances ("Disaster Event") is excluded from this Agreement. Any such services, if mutually agreed to, will be provided under a separate contract. WM acknowledges that the County has the right to seek proposals from other providers for the disposal of waste and debris resulting from a "Disaster Event."

- (c) Each party shall be responsible for securing the necessary permits and approvals from relevant federal, state and local governmental agencies having jurisdiction over their respective operations. WM represents and agrees that its Disposal Facility is properly permitted to receive the Acceptable Waste set forth in this Agreement. The parties shall perform their obligations herein in compliance with all applicable permits and laws and regulations.
- (d) WM may close, at its sole discretion, the Disposal Facility in observance of the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.
- (e) WM has the right to refuse or reject after acceptance any load delivered under this Agreement that contains Unacceptable Waste delivered to the Disposal Facility. If the County delivers Unacceptable Waste in breach of this Agreement herein, WM may in its sole discretion either remove, manage, handle, store, treat, and/or dispose of that Unacceptable Waste and charge the County for the costs, expenses, damages, fines, and penalties arising out of such activities or require the County to promptly remove, manage, handle, or dispose of the Unacceptable Waste from the Disposal Facility at its sole cost. **County shall indemnify, hold harmless and pay or reimburse WM for any and all costs, damages and/or fines incurred as a result of or relating to County's tender or delivery of Unacceptable Waste, including costs of inspection, testing, analysis, legal fees, professional consulting fees, or removal costs.**
- (f) During the term of this Agreement, the County and its Customers and authorized subcontractors shall have a license to enter the Disposal Facility for the limited purpose of, and only to the extent necessary for, off-loading Acceptable Waste at the location and in the manner directed by WM. Except in an emergency, or at the express direction of WM, the County's personnel, authorized subcontractors and its Customers shall not leave the immediate vicinity of their vehicle. After off-loading the Acceptable Waste, the County's personnel, authorized subcontractors and its Customers shall promptly leave the Disposal Facility. Under no circumstances shall the County or its personnel, authorized subcontractors and its Customers engage in any scavenging of waste. WM may refuse to accept Acceptable Waste from, and shall deny an entrance license to, any of the County's personnel, authorized subcontractors and its Customers whom WM believes is under the influence of alcohol or other chemical substances.
- (g) Title to the Acceptable Waste delivered by or on behalf of the County shall be transferred to and vest in WM at the time the Acceptable Waste is (i) fully unloaded at the working face of the Disposal Facility and the County's vehicle, its Customers and/or its authorized subcontractors has departed such working face or (ii) fully unloaded from the County's vehicle, its Customers and/or its authorized subcontractors at the Disposal Facility and the County's vehicle has departed. Prior thereto, title to the Acceptable Waste shall be in, and all risks and responsibilities theretofore shall be borne by, the County or the Customer (as applicable). Notwithstanding the foregoing, title to and liability for Unacceptable Waste shall always remain with the County or the generator of the Unacceptable Waste.

### 3. TERM OF CONTRACT

This Agreement shall take effect on July 1, 2023 (the "Effective Date") and shall continue for five years, until June 30, 2027 (the "Term"). Subject to the mutual written agreement of the County and WM, this Agreement may be renewed or extended for up to three additional five (5) year periods (each a "Renewal Term") for a total of twenty years. If either party intends to renew or extend the Agreement term, then that party shall give written notice of its intent to the other party not less than ninety (90) days before the termination of the then current term.

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#### 4. RATES AND PAYMENTS

- (a) The disposal Base Rates that WM shall charge the County for receiving and/or landfilling of Acceptable Waste delivered to the Disposal Facility under this Agreement as of the Agreement effective date are set forth in Exhibit A attached to this Agreement.
- (b) The parties agree that beginning on July 1, 2024 and on each July 1st thereafter, the Base Rates will be adjusted by the percentage increase equal to the annual percentage change in the average Consumer Price Index, US City Average for All Urban Consumers, Water, Sewer Trash, Not Seasonally Adjusted, (published by the United States Bureau of Labor Statistics, Consumer Price Index (the "CPI") over the twelve most recently published months compared to the average CPI for the previous 12-month period. The CPI published on the first Monday prior to the end of the month (or the first business day thereafter if such Monday is a Federal Holiday) shall be used to determine the monthly change. The annual percentage change shall be calculated by subtracting the average CPI value for the previous 12-months from the average CPI value for the most recent 12-month period, the result of which shall be divided by the prior 12-month period average. An example of the CPI annual increase calculation follows:

January 2020 through December 2020 compared to January 2020 to December 2021

Index	2020 12-Month Average	2021 12-Month Average	Change	Applied Percentage Change
CPI – Water, Sewer, Trash	252.46	261.47	9.01	3.6% (9.01/252.46)

The calculated change shall be carried to three places to the right of the decimal and rounded to the nearest thousandths. The percentage adjustment will be applied to the then current rates for services, as adjusted hereunder. In the event the U.S. Department of Labor, Bureau of Labor Statistics ceases to publish the CPI, the parties hereto agree to substitute another equally authoritative measure of change in the purchasing power of the U.S. dollar as may be then available so as to carry out the intent of this provision.

- (c) WM may also adjust the Base Rates to account for increased costs resulting from Uncontrollable Circumstances from time to time during the term of this Agreement. Uncontrollable Circumstances shall mean any change in uncontrollable conditions which increase the Contractor's costs, including but not limited to, changes in or new governmental laws, ordinances, rules, regulations or the enforcement thereof and changes in any landfill or disposal fees, levies or surcharges. WM will provide written notice to the County of such Uncontrollable Circumstance and associated adjustment at least thirty (30) days prior to implementing the change. Documentation of such increases shall be submitted to the County at its request.
- (d) WM will invoice the County by the tenth (10th) day of each month for all Acceptable Waste deliveries during the previous month. The County shall pay WM within thirty (30) days after invoice date. Any County invoice balance not paid within thirty (30) days of the date of invoice is subject to a late charge, and any County check returned for insufficient funds is subject to a Non-Sufficient Funds fee, both to the maximum extent allowed by applicable law. County acknowledges that any late charge assessed by WM is not to be considered as interest on debt, is not a penalty, and is a reasonable charge for late payment. In the event that payment is not made when due, WM retains the right to suspend service until the past due balance is paid in full. In the event that service is suspended in excess of sixty (60) days, WM may

terminate this Agreement for such default and recover any equipment and all amounts owed hereunder.

## **5. INDEMNIFICATION**

- (a) WM agrees to protect, indemnify, defend and save harmless the County, its officials, officers, employees, agents, authorized subcontractors, representatives and assigns from any third party loss, claim, liability, penalty, fine, forfeiture, demand, cause of action, suit and any costs and expenses incidental thereto (including cost of defense, settlement and reasonable attorneys' fees), to the extent caused by (i) WM's or its employee's, agent's, authorized subcontractor's, representative's breach of any term, condition, covenant or warranty contained in this Agreement, or (ii) WM's or its employee's, agent's, authorized subcontractor's, representative's negligent or willful misconduct related to the ownership maintenance and operation of the Disposal Facility.
- (b) The County agrees to protect, indemnify, defend and save harmless WM, its officials, officers, employees, agents, subcontractors, representatives and assigns from any third party loss, claim, liability, penalty, fine, forfeiture, demand, cause of action, suit and any costs and expenses incidental thereto (including cost of defense, settlement and reasonable attorneys' fees), to the extent caused by (i) the County's or its employee's, agent's, authorized subcontractor's, representative's breach of any term, condition, covenant or warranty contained in this Agreement, or (ii) the County's or its employee's, agent's, authorized subcontractor's, representative's negligent or willful misconduct related to the delivery or disposal of waste at the Disposal Facility.

## **6. INSURANCE**

- (a) WM shall provide and maintain the following insurance during the Term of this agreement
  - i. Comprehensive General Liability with limits of \$2,000,000 per occurrence; \$2,000,000 products/completed operations; \$5,000,000 general aggregate.
  - ii. Excess General Liability "Follow form" coverage with limits of \$5,000,000, to include automobile liability and general liability.
  - iii. Automobile Liability with limits of \$1,000,000 combined single limit per accident for bodily injury and property damage. Coverage should be provided as "Symbol 1, any auto."
  - iv. Workers' Compensation in accordance with applicable statutory coverage.
  - v. Employer's Liability limits of \$1,000,000 for each accident, \$1,000,000 disease each employee, \$1,000,000 policy limit.
  - vi. Property Coverage shall be a minimum of \$11,000,000 per occurrence, \$22,000,000 aggregate covering the transfer station property (land), equipment, fixtures, and buildings from protection against all perils included within the classification of fire, extended coverage, vandalism, malicious mischief, flood (in the event same is required by a lender having a lien on the Premises) special extended perils ("all risk", as such term is used in the insurance industry). WM may carry such insurance under a blanket policy, provided that such policy provides coverage equivalent to a separate policy. County will have no obligation to carry insurance on any Alterations or on WM's Trade Fixtures or personal property.
  - vii. Pollution Liability and Environmental Impact coverage is to be a minimum of \$5,000,000 per occurrence, \$10,000,000 aggregate. Coverage shall be on a "per

project" basis unless specified otherwise. Policy to cover general environmental pollution liability, not limited to sudden accidental discharge and to include long-term environmental impact, applicable to bodily injury (including death) and property damage including loss of use of property that has not been physically injured or destroyed; clean-up costs; and defense and settlement of all claims in connection with any loss arising from the Facility. Coverage shall apply to sudden and accidental and non-sudden pollution conditions, including the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water, which results in bodily injury and property damage.

- viii. If a policy is a claims made form the retro date is to be the same as or prior to the Agreement effective date. All Policies must be maintained for at least 5 years after the termination of this Agreement.
- ix. The required policies shall contain an endorsement fully waiving any contractual liability exclusion contained in the policy without limitation or restriction. A required policy may not contain a limitation of any kind that would limit any recovery thereunder to the amount of this Agreement or any component thereof. A policy shall not limit or restrict in any manner coverage for the warranties, guarantees, and performance standards contained in this Agreement, if any.
- x. Self-insured retentions and deductibles affecting required insurance must be reasonably acceptable to the County Attorney. The Proposer must identify any self-insurance coverage and include:
  - i. Names and addresses of any third-party plan administrators; A written reserve policy that outlines reserve targets; and
  - ii. A listing of the excess coverage, specifying the insurance company, the policy or contract number and the limits of liability and the retention amount.
  - iii. Annual reports containing the elements specified above must be submitted to the County.
- xi. Coverage obtained through insurance pools or risk retention groups must also be reasonably acceptable to the County Attorney.
- xii. The County, its officials, and employees shall be named as an additional insured on the Commercial General Liability and Automobile Liability Insurance policies. The County shall be named as loss payee on any property loss insurance policies. These insurance policies shall contain the appropriate additional insured endorsement signed by a Person authorized by that insurer to bind coverage on its behalf.
- xiii. The insurer shall agree to waive all rights of subrogation against the County, its officials, and employees for losses arising from the activities under the Service Agreement.
- xiv. WM shall provide the County with a certificate of insurance reflecting the County's additional insured status and agreeing to give the County at least 30 days' written notice in case of policy termination, and 10 days' notice for policy cancellation due to premium nonpayment.
- xv. Certificates of Insurance and Endorsements effecting coverage required by this clause shall be forwarded to:

Anderson County Law Director

Mr. Jay Yeager  
 101 South Main Street, Suite 310  
 Clinton, TN 37716-3624  
 865-457-6290  
[JYeager@aclawdirector.com](mailto:JYeager@aclawdirector.com)

- xvi. WM's failure to comply with any of these insurances provisions is a breach of contract by WM that entitles the County to declare the Agreement void if WM does not remedy the breach within ten (10) days after receipt of written notice of breach from the County.

- (b) The County shall provide and maintain the following insurance during the Term of this Agreement:

<u>Required Insurance</u>	<u>Coverage Limits</u>
Workers' Compensation	Statutory
Employers Liability	\$1 million per accident; \$1 million disease policy limit
Commercial General Liability (including bodily injury, property damage, operation, products, and completed operations)	\$2 million per occurrence; \$2 million aggregate
Commercial Automobile Liability (including bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle)	\$1 million per occurrence; \$2 million aggregate

- i. County shall provide to WM certificates of insurance evidencing such insurance. Such coverage and policies shall not be canceled, modified or revoked without providing WM thirty days advance written notice. County's insurance shall be primary as respects to WM and any insurance maintained by WM shall be in excess of, and shall not contribute with, County's insurance.
  - ii. WM may, at its option, terminate this Agreement if the County fails to maintain the required insurance coverage.
  - iii. County's workers' compensation, commercial general liability and automobile liability insurance shall include a waiver of subrogation in favor of WM.
  - iv. WM shall be included as an additional insured on the County's commercial general liability and automobile liability policies.
- (c) The insurance policy coverage requirements for the parties as set out above may be satisfied by a combination of primary insurance and umbrella insurance.

## **7. DEFAULT AND TERMINATION**

- (a) An event of default occurs when WM fails to materially perform any provision of this Agreement and WM fails to cure its default within forty-five (45) days after its receipt of written notification by the County; provided, that if such default cannot be cured within forty (45) days, an event of default does not occur if WM promptly initiates steps to cure the default and diligently pursues correcting the default until cure is achieved, which cure must be achieved as soon as practicable, but in no event more than 180 days after the County's written notice of default.

- (b) The willful or negligent failure of WM to prevent the dumping of unpermitted waste at the Disposal Facility and the willful violation by the vendor of any federal, state, or local law, rule, resolution, or ordinance applicable to the Disposal Facility shall be considered an event of default, subject to the opportunity to cure the default as provided in subsection (a).
- (c) Upon the occurrence of an event of default as set forth above, the County shall have the right to terminate the Agreement by sixty (60) days written notice to WM.
- (d) WM shall have the right to terminate the contract in the event of a material breach of this Agreement by the County, which, after forty-five (45) days following written notice from WM, has not been cured.
- (e) Either party may terminate this Agreement upon written notice to the other if the offending party: makes an assignment for the benefit of creditors, or files a voluntary petition in bankruptcy, receivership or insolvency, or files an answer in any involuntary proceeding of that nature admitting the material allegations of the petition, or if a proceeding in bankruptcy, receivership or insolvency shall be instituted against the offending and such proceeding is not dismissed within sixty (60) days.
- (f) In the event either party waives default by the other party, such waiver shall not be construed or determined to be a continuing waiver of the same or any subsequent breach or default.
- (g) The County's obligation to pay under this Agreement is contingent upon funds appropriated in the current fiscal year's budget as approved by the County Board of Commissioners. Any contract requiring appropriated funds beyond the current fiscal year may be cancelled without notice in the event that funding to support the contract are unavailable in the subsequent fiscal year.
- (h) In the event that this Agreement is terminated for any reason, any amounts payable to WM by the County for services rendered for any reason whatsoever shall become immediately due and payable as of the date of such termination.
- (i) In the event of default by a party hereto, the non-breaching party may bring suit against the other party to enforce the terms of this Agreement. In such event, the prevailing party shall be entitled to recover any remedies available at law and/or equity including reasonable attorney's fees and costs associated with the default.
- (j) The rights and remedies of the parties provided in this section shall not be exclusive, and are in addition to any other rights and remedies provided by law or under the Agreement.

#### **8. CONFIDENTIALITY**

The parties represent and agree, on behalf of themselves and their representatives, that they will keep this Agreement, the terms of this Agreement, and the negotiations upon entering into the Agreement, completely confidential and will not publicize or disclose the conditions or terms of this Agreement in any manner, whether in writing or orally, to any person, directly or indirectly, or by or through any affiliate, agent, attorney, or other representative, unless compelled to do so by law or unless prior written consent is provided by the other party or a party is compelled to do so under applicable state or federal law, statute, ordinance or regulation.

#### **9. GENERAL PROVISIONS**

- (a) Neither party shall assign, sell, transfer, or permit the assignment or transfer of this Agreement or its rights hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld, provided, however, that WM may transfer or assign its interest hereunder to an affiliate, subsidiary or parent company. Any attempted assignment, sale, or delegation of

some or all of this Agreement by County without WM's written consent, including as part of a merger, asset sale, stock sale, or divestiture constitutes a breach of this Agreement.

- (b) WM Contractor shall comply with the Tennessee Human Rights Act, T. C. A. §4-21-101 et. seq., as amended and any rules and regulations promulgated in accordance therewith.
- (c) It shall also be an unlawful employment practice for WM (1) to fail or refuse to hire or to discharge any individual or otherwise to discriminate against any individual with respect to their compensation, or the terms, conditions, or privileges of their employment, because of such individual's race, color, religion, sex, age, handicap or national origin; or (2) to limit, segregate, or classify their employees or applicants for employment in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect their status as an employee, because of such individual's race, color, religion, sex, age, handicap or national origin. WM shall comply with The Civil Rights Act of 1964, 42 U.S.C. sec. 2000 et seq. (2000), as amended.
- (d) By signing this contract WM certifies that it is not currently engaged in and agrees for the duration of this Agreement not to engage in, the boycott of Israel.
- (e) This Agreement constitutes the entire agreement and understanding between the parties hereto, and it shall not be considered modified, altered, changed or amended in any respect unless in writing and signed by the parties hereto.
- (f) This is an Agreement for the performance of the specific services described herein. Under no circumstances or conditions shall the operation of the Disposal Facility by WM in accordance with this Agreement be deemed a public function, nor has the County acquired an interest, ownership or otherwise in the real or personal property or improvements or fixtures at the Disposal Facility by virtue of this Agreement.
- (g) From and after the Effective Date, WM's performance hereunder may be suspended and its obligations hereunder excused in the event and during the period that such performance is prevented by a cause or causes beyond the reasonable control of WM. Such causes shall include, but not be limited to, acts of God, acts of war, riot, fire, explosion, accident, pandemic or epidemic, flood or sabotage; shortage or lack of adequate fuel, labor or equipment; judicial, administrative or government laws, regulations, requirements, rules, orders or actions; injunctions or revocation or modification of, any license, permit or other authorization necessary for the services envisioned by this Agreement; national defense requirements; or labor strike, lockout or injunction.
- (h) If any term, clause or provision of this Agreement or the application thereof shall, to any extent, be illegal, invalid or unenforceable under present or future laws effective during the term hereof, then it is the intention of the parties that the remainder of this Agreement shall not be affected thereby, and it is also the intention of the parties that there be added as a part of this Agreement a term, clause or provision as may be legal, valid and enforceable.
- (i) This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee, without reference to the conflicts of laws principles thereof.
- (j) The covenants, terms, conditions and provisions of this Agreement shall extend to and be binding upon the successors and approved assigns of the respective parties.
- (k) All notices or other communications to be given hereunder shall be in writing and shall be deemed given the first business day following overnight delivery with a confirmed delivery receipt, or three days after being mailed by registered or certified United States mail, return receipt requested, and addressed as follows:

To WM:

Waste Management, Inc. of TN

23-0128

Attn: Rob Owen  
1428 Antioch Pike  
Antioch, TN 37013

With a Copy to:

Waste Management  
Attn: Sr. Legal Counsel for Mid-South  
800 Capitol Street, Suite 3000  
Houston, TX 77002

To the County:

Anderson County, TN  
Attn: \_\_\_\_\_  
101 South Main Street, Suite 310  
Clinton, TN 37716

Change of address by either party shall be by notice given to the other in the same manner as above specified.

- (l) Whenever the consent, approval or cooperation of one party is expressly or implicitly required or necessary by the terms hereof to effect successful performance of the other party, such consent, approval or cooperation shall not be unreasonably withheld, denied or delayed.
- (m) The obligations of the parties to this Agreement, which by their nature would continue beyond the termination, cancellation or expiration of this Agreement, including the Indemnification Section, shall survive the termination (for any reason), cancellation or expiration of this Agreement.
- (n) This Agreement may be executed in multiple counterpart copies and by facsimile or emailed signatures, each and all of which will be deemed an original.

**IN WITNESS WHEREOF**, the parties hereto have duly executed this Disposal Agreement on the date set forth above.

**ANDERSON COUNTY, TENNESSEE**

By: \_\_\_\_\_

Its: \_\_\_\_\_

**WASTE MANAGEMENT, INC. OF TENNESSEE**

By: \_\_\_\_\_

Its: \_\_\_\_\_

**EXHIBIT A****BASE RATES**

Effective July 1 2023 through June 30, 2024, the applicable Base Rate is as follows:

The Base Rate is subject to adjustment pursuant to sections 4(b) and (c) of the Agreement.

DRAFT

THIS HOST AGREEMENT is entered into by and between Anderson County, Tennessee ('County'), the Anderson County Solid Waste Regional Board ('Regional Board'), and Waste Management, Inc. of Tennessee ('Waste Management'), a Tennessee corporation.

### **1. RECITATIONS**

**WHEREAS**, Waste Management operates a Class I sanitary landfill known as the Chestnut Ridge Sanitary Landfill ("the Landfill"), located at 240 Fleenor Mill Road, Heiskell, Tennessee 37754; and

**WHEREAS**, the Board of County Commissioners of the County may adopt provisions necessary to preserve the health of the County, provide for the expenses thereof, and perform other acts necessary to the full discharge of its duties as the legislative body of the County government; and

**WHEREAS**, the Regional Board and Board of County Commissioners desires to ensure the continued availability of a sanitary landfill site for the economically and environmentally sound disposition of County waste; and

**WHEREAS**, the Landfill is capable of meeting the County's waste management needs; and

**WHEREAS**, the parties recognize and understand the ever-increasing demands for and desirability of a disposal facility such as the Landfill; and

**WHEREAS**, this Host Agreement has been duly authorized and approved by the Board of County Commissioners and the Regional Board.

**NOW, THEREFORE**, for and in consideration of the respective terms, conditions, and covenants contained herein, the parties agree as follows:

### **2. TERM OF AGREEMENT**

This Agreement shall be effective for a period of twenty (20) years, beginning July 1, 2023.

### **3. DEFINITIONS**

The following terms shall be defined in the following manner throughout this Agreement:

**Access Road.** A paved all-weather road located outside the Landfill property, which terminates at the gate to the Landfill.

**Anderson County Generator.** Any person or entity that transports Garbage or Refuse to the Landfill for disposal in a non-commercial vehicle together with any trailer or attachment and bearing a valid Anderson County license plate tag.

**Closure.** The taking of those actions to close a landfill that are necessary to meet the closure requirements of Tennessee Rule 1200-1-7-.04(8), or such subsequent regulation that replaces or supersedes such rule.

**Demolition Waste.** Non-Hazardous waste resulting from construction, remodeling, repair and demolition of structures and from road building. Demolition wastes include but are not limited to bricks, concrete and other masonry materials, soil, rock and lumber, road spoils, rebar, paving material and the like.

**EPA.** The United States Environmental Protection Agency, which is the administrative agency for the United States of America that issues various environmental permits, including Solid Waste Permits, and oversees the enforcement of the environmental laws of the United States.

**Garbage.** Solid Waste that includes animal and vegetable matter from handling, preparation,

cooking and serving foods; but does not include industrial waste from food-processing operations.

**Hauler.** Any individual, firm, entity, or other person who transports or otherwise performs hauling services of Solid Waste to the Landfill.

**Hazardous Waste.** Any waste meeting the classification "Hazardous Waste" as defined in Tennessee Rule 1200-1-11-.02(1)(c), or other subsequent regulation that replaces or supersedes such rule, and that is regulated pursuant to Tennessee Rule 1200-1-11-.03 through 1200-1-11-.07.

**Infectious Waste.** Those wastes which may cause disease or reasonably be suspected of harboring pathogenic organisms; included are wastes resulting from the operation of medical clinics, hospitals, and other facilities producing wastes which may consist of, but are not limited to, diseased human and animal parts, contaminated bandages, pathological specimens, hypodermic needles, contaminated clothing, and surgical gloves.

**Landfill.** Chestnut Ridge Landfill, which includes the landfill included within the legal boundaries of real property, to be operated under the Landfill Permit located in Anderson County, Tennessee.

**Landfill Permit.** The solid waste permit issued by TOEC, permit number SNL 011030160, related to the Landfill, any modifications, renewals, or amendments of any of the foregoing.

**Leachate.** A liquid that has passed through or emerged from Solid Waste and contains soluble, suspended, or miscible materials removed from such waste.

**Performance Security.** Security for performance of all or a portion of the obligations of this Agreement, as the case may be. This security may be provided by either surety bond, security funds established for the benefit of the party receiving the security, an irrevocable letter of credit in form reasonably acceptable to the party receiving the security, or other manner acceptable to the party receiving the security. Such security instruments shall cover claims during the entire term of the Agreement. If the party providing the security gives a surety bond, the providing party shall be responsible for giving the party receiving the security satisfactory evidence that all such security is in full effect throughout the term of the obligations for which the security is being provided. Attorneys-in-fact who sign a surety bond must file with the bond a certified and dated copy of their powers of attorney. A security bond may be in full force and effective initially for a one (1) year period, but it must be renewed annually thereafter upon written consent of the surety by issuance of a continuation certificate no later than sixty (60) days prior to the renewal date. The surety shall give the obligee at least sixty (60) days prior notice of the cancellation or non-renewal of this security. No claim against performance security shall be initiated after the term of this Agreement, and no suit, action or proceeding with respect to such a claim shall be brought on a surety bond after the surety bond expires or is terminated. Failure to renew a surety bond shall be an event of default under this Agreement. For the purposes of this Agreement, Waste Management has agreed in paragraph VIII hereof to provide Performance Security during the term of this Agreement.

**Post-Closure Care.** The taking of those actions after Closure of a landfill or a landfill property that are necessary to meet the post-closure care requirements of Tennessee Rule 1200-1-7-.04(8), or such subsequent regulation that replaces or supersedes such rules.

**Process Waste.** Solid Waste or other waste which is generated by or produced by or results from an industrial or commercial operation or activity.

**Refuse.** All Non-Hazardous Solid Waste originating at residences and commercial establishments, including industrial, institutional, commercial, municipal and medical sites, which is not Process Waste, including without limitation, wastes such as discarded materials from dwelling places, households, apartment houses, stores, office buildings, restaurants, hotels, and institutions, including Garbage, paper, cardboard, wood, cans, glass, ashes and boxes, woody materials and cuttings from trees, lawns and gardens, septic tank pumping and dried digested sludge grit. The term "Refuse" as used herein does not include Hazardous Waste or Infectious Waste that might be injurious to personnel engaged in Solid

Waste handling, including, but not limited to acids, explosives, radioactive materials, toxic industrial waste; nor shall it include any materials that are, or in the future may be, prohibited from dumping by the regulations of TDEC or the State of Tennessee, or by any other public agency, or by operation of law.

**Solid Waste.** Any Garbage, Refuse, including without limitation recyclable materials when they become discarded, sludge from a waste treatment plant, waste supply treatment plant, or air pollution control facility, and other discarded material, including solid, liquid, semi-solid, or contained gaseous material resulting from industrial, commercial, and agricultural operations, and from community activities, but does not include solid or dissolved materials in domestic sewage, or solid or dissolved materials in irrigation return flows or industrial discharges that are point sources subject to permits under Section 402 of the Federal Water Pollution Control Act (33 U.S.C. 1342) as amended, or source, special nuclear, or by-product material as defined by the Atomic Energy Act of 1954, as amended (42 U.S.C. 2011). This term includes Special Waste and other materials approved by TDEC for disposal at the Landfill, but this term expressly excludes Hazardous Waste and Infectious Waste.

**Solid Waste Laws.** The Tennessee Solid Waste Disposal Act, T.C.A. §68-211-101, et seq. and the rules promulgated thereunder, both as may be amended from time to time.

**Special Waste.** Those wastes that include sludges, bulky wastes, pesticide wastes, medical wastes, industrial wastes, hazardous wastes that are not subject to regulations under Tennessee Rules 1200-1-11-03 through 1200-1-11-07, liquid wastes, friable asbestos wastes, combustion wastes, and other solid wastes that are either difficult or dangerous to manage and require extraordinary management, including without limitation any waste (solid or otherwise) that has a density equal to or greater than eight hundred (800) pounds per cubic yard. However, discarded automotive tires and dead animals shall not be included in this term. For purposes of this definition, industrial waste means solid wastes produced in, or generated by, industrial or manufacturing processes, as provided in Tennessee Rule 1200-1-7-01.

**State Regulatory Agencies.** The State of Tennessee agencies that have the responsibility of regulating the operation and maintenance of a sanitary landfill, including without limitation, TDEC.

**TDEC.** The Tennessee Department of Environment and Conservation, an agency of the State of Tennessee, designated to oversee the environmental activities of Tennessee, which, among other duties, regulates the disposal of Solid Waste.

**Unacceptable Waste.** All Solid Waste which is hazardous, infectious, or otherwise excluded by the Landfill Permit.

#### **4. WARRANTIES AND REPRESENTATIONS**

**Warranties and Representations of the County.** County hereby warrants, represents and covenants that, as of the date of the execution of this Agreement:

1. County is duly authorized and empowered to enter into and fully perform this Agreement according to its terms; and
2. There is no known decree, judgment, or administrative order of any kind threatened or in existence enjoining or restraining the County from taking any action required under this Agreement; and
3. The County has disclosed to Waste Management, to the best of its knowledge after reasonable inquiry, its knowledge of all the facts, information and data necessary and pertinent to the

Landfill, and all of the representations and warranties contained in this Agreement, and any written statements and exhibits prepared in connection with this Agreement, are true and correct as of the date of the execution hereof, to the best of this County's knowledge.

**Warranties and Representations of Waste Management.** Waste Management hereby warrants, represents and covenants that, as of the date of the execution of this Agreement:

1. All of Waste Management's representations and warranties contained in this Agreement and any written statements and exhibits prepared in connection with this Agreement, are true and correct as of the date of execution hereof; and
2. Waste Management is a duly authorized corporation organized under the laws of, and is authorized to do business in, the State of Tennessee; and
3. Waste Management has the requisite expertise and financial ability to fully, completely, and satisfactorily perform its obligation hereunder in full compliance with applicable law; and
4. To the best of its knowledge, Waste Management has disclosed to County its knowledge of all facts, information and data pertinent to its capacity to perform its duty and obligations under this Agreement; and
5. Waste Management has obtained all necessary land use approvals for the operation of the Landfill under the Landfill permit, pursuant to applicable law, regulation and the terms of this agreement.

**5. HOST SURCHARGE PAYMENTS**

During the term of this Agreement, Waste Management shall pay to the County an agreed host fee of two dollars and fifty cents (\$2.50) per ton on each ton of solid waste (including special waste) received at the Landfill. The host fee shall be adjusted annually to reflect the increase or decrease in the Consumer Price Index as calculated pursuant to **Exhibit A** attached hereto and incorporated herein. If the number of tons received at the Landfill in a calendar year exceeds 500,000 tons, Waste Management shall pay to the County an additional fifty cents (\$0.50) per ton on each ton in excess of 500,000 tons received during that calendar year.

These payments by Waste Management to the County shall be known as Host Surcharge Payments. These payments shall be made quarterly. Each payment shall be made on or before the 30th day of the month following the calendar quarter in which the waste on which the fee is payable is received at the Landfill.

The Host Surcharge Payments shall be in lieu of any and all other taxes, fees, surcharges, and assessments of whatever nature (with the exception of real and personal property taxes, employee earned income tax, and other normal business taxes, fees, and assessments unrelated to the operation of the Landfill as a disposer of solid waste). The County agrees not to enact any other fee, tax, surcharge, or assessment upon waste received at the Landfill during the term of this Agreement.

## 6. ACTIONS OF COUNTY OR REGIONAL BOARD

During the term of this Agreement, neither the County nor the Anderson County Solid Waste Regional Board shall take any action to restrict access to the Landfill by excluding solid waste generated outside the County. If the Regional Board or the County refuses to give its approval to an expansion of the Landfill when requested by Waste Management, or takes action to exclude waste from outside the County, Waste Management shall have the right to declare this entire Agreement null and void, or at its option, to terminate the Host Surcharge Payments provided for in section 5 of this Agreement.

## 7. OPERATION OF THE LANDFILL

Waste Management shall operate the Landfill in accordance with all applicable federal, state, and local laws, ordinances, rules, and approvals, including all permits issued with respect to the Landfill, and the terms and conditions of this Agreement. In particular, Waste Management shall use reasonable efforts to ensure compliance with federal, state, local, and permit provisions governing litter, dust, noise, and placement and compaction of waste.

All solid and special waste received at the Landfill shall be disposed of by Waste Management in compliance with any and all applicable federal, state, and local laws, rules, and permit requirements, as amended and added during the life of the Landfill.

In no event shall Waste Management knowingly accept for disposal at the Landfill any hazardous waste, as that term is defined by federal, state, or local laws and rules, as amended and added during the life of the Landfill. Waste Management will spot-check random loads of waste to determine whether they contain any unacceptable waste.

Nothing in this Agreement shall require Waste Management to continue to operate the Landfill for any particular length of time.

Any change in the operation of the Landfill is subject to all federal, state, and local permit requirements.

Waste Management agrees not to accept waste at the Landfill at a volume in excess of one million (1,000,000) tons per calendar year except by prior written approval of the County Commission. This cap shall increase by one percent (1%) of the initial figure (i.e., by 10,000 tons) during each year of the Agreement. If a generator of waste in the County seeks to dispose of waste in the Landfill, but the tonnage limitation prevents Waste Management from accepting such waste, Waste Management shall request from the County an increase in the tonnage limitation in order to accommodate the generator's waste stream.

## 8. INDEMNIFICATION AND LIABILITY INSURANCE

**Hold Harmless Clause.** Waste Management agrees to indemnify and hold harmless the County, and its officers, agents, and employees from, against, and with respect to any claims incurred by or asserted against the County, arising due to any negligence or intentional misconduct of Waste Management or any of its officers, agents, employees, or subcontractors, arising from or related to the Landfill.

**Insurance.** Waste Management shall secure and maintain throughout the term of this Agreement, the following types of insurance with limits as shown to protect the County, the Contract Administrator and

the authorized agents and employees of all the above, from any damage claims, including exemplary or punitive damages, for damage such as bodily injury, death or property damage, which may arise from Waste Management's operations under this Agreement, whether such operations be by Waste Management, a subcontractor of Waste Management, an agent of Waste Management, or anyone employed by Waste Management directly or indirectly:

**Waste Management's General Liability Insurance.** Waste Management shall procure and maintain in full force and effect during the term of this Agreement a Comprehensive Liability Insurance Policy in the amount of one (\$1,000,000.00) per occurrence and five (\$5,000,000.00) in the aggregate.

**Certificate of Insurance.** Waste Management will provide the County with a copy of Waste Management's Certificates of Insurance.

The foregoing insurance policies shall be carried with responsible insurance companies authorized to transact business in the State of Tennessee; shall name the County as an additional insured; and shall provide that the County shall be given at least thirty (30) days written notice prior to any modification or termination of said insurance. Prior to the commencement of any activity or operation by Waste Management hereunder, Waste Management shall furnish to the County certificates evidencing insurance coverage satisfactory to the County as set forth herein above.

**Performance Security.** Waste Management shall provide at its expense and maintain during the entire term of the Agreement and for a period of one (1) year after the termination of this agreement, Performance Security in the amount of One Hundred Thousand Dollars (\$100,000.00) payable to the County for the faithful performance of this Agreement by Waste Management.

## 9. **ASSIGNMENT**

Any assignment of the rights and duties of Waste Management under this Agreement to an entity other than an affiliated company shall be subject to the prior written approval of the County, but the County shall not unreasonably withhold such approval. If an assignment is approved by the County, this Agreement shall be binding upon the assignee(s).

## 10. **DEFAULT**

An event of default occurs when Waste Management fails to materially perform any provision of the Agreement and Waste Management fails to cure its default within forty-five (45) days after its receipt of written notification by the County; provided, that if such default cannot be cured within forty (45) days, an event of default does not occur if Waste Management promptly initiates steps to cure the default and diligently pursues correcting the default until cure is achieved, which cure must be achieved as soon as practicable, but in no event more than 180 days after the County's written notice of default.

The willful or negligent failure of Waste Management to prevent the dumping of unpermitted waste at the Landfill and the willful violation by Waste Management of any federal, state, or local law, rule, resolution, or ordinance applicable to the Landfill shall be considered an event of default, subject to the opportunity to cure the default as provided above.

Upon the occurrence of an event of default, the County shall have the right to terminate the Agreement by sixty (60) days written notice to Waste Management, and in the alternative, has the right, but not the obligation, to cure said event of default, at Waste Management's expense.

Waste Management shall have the right to terminate this Agreement in the event of a material breach of this Agreement by the County, which, after forty-five (45) days following written notice from Waste Management, has not been cured.

The rights and remedies of the parties provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

#### **11. FORCE MAJEURE OR IMPOSSIBILITY OF PERFORMANCE**

Waste Management's performance hereunder may be suspended and its obligations hereunder excused in the event and during the period that such performance is prevented by a cause or causes beyond the reasonable control of Waste Management unless such cause or causes are a result of action or nonaction by Waste Management. Such causes shall include, but not be limited to, acts of God, acts of war, riot, fire, explosion, accident, flood or sabotage; lack of adequate fuel, power or raw materials; judicial, administrative or governmental laws, regulations, requirements, rules, orders or actions; injunctions or restraining orders; the failure of any governmental body to issue or grant, or the suspension or revocation or modification of, any license, permit or other authorization necessary for the construction and/or operation envisioned by this Agreement; national defense requirements; labor strike, lockout or injunction.

#### **12. INSPECTION OF LANDFILL**

Waste Management agrees to allow the County's representatives or designees access to the Landfill, upon reasonable notice to Waste Management, for the purpose of determining whether Waste Management is in compliance with this Agreement and with applicable federal, state, and local statutes, rules, and permit requirements.

Waste Management agrees to keep accurate records of all waste received at the Landfill and, within thirty (30) days of the end of each calendar month during the term of this Agreement, Waste Management shall provide to County a written report of the tons of solid waste received at the Landfill during the preceding month, broken down into two categories (tons generated in Anderson County and tons generated outside Anderson County). Within sixty (60) days of the end of each calendar year, Waste Management shall provide to County a similar report of tons received at the Landfill during the preceding year.

Upon reasonable notice to Waste Management, the County shall have the right to examine and audit the tonnage records maintained by Waste Management; provided, however, the County shall maintain the confidentiality of any competitive information contained in these records, including but not limited to the rate charged by Waste Management to its commercial customers.

#### **13. COMMUNITY NEEDS FUND**

On or before September 1, 2023, and on or before July 1 of each subsequent year during the term of this Agreement, Waste Management shall pay to Anderson County the sum of \$12,000. This money shall be used by the County to assist nonprofit organizations and school groups having a particular and unforeseeable financial need. The recipients of these funds shall be selected by the County, with the

approval of Waste Management, which approval shall not be unreasonably withheld.

#### **14. SUCCESSORS AND ASSIGNS**

The covenants, terms, conditions and provisions of this Agreement shall extend to and be binding upon the successors and approved assigns of the respective parties.

#### **15. REQUIRED APPROVALS**

Whenever the consent, approval or cooperation of one party is expressly or implicitly required or necessary by the terms hereof or to effect successful performance of the other party, such consent, approval or cooperation shall not be unreasonably withheld, denied or delayed.

#### **16. APPLICABLE LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee.

#### **17. SEVERABILITY CLAUSE**

If any term, clause or provision of this Agreement, or the application thereof to any person or circumstances to any extent, is held to be illegal, invalid or unenforceable under present or future laws effective during the term hereof, the remainder of this Agreement, or the application of such term, clause or provision to persons or circumstances other than those to which it is held illegal, invalid or unenforceable, shall not be affected thereby.

#### **18. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement and understanding between the parties hereto, and it shall not be considered modified, altered, changed or amended in any respect unless in writing and signed by the parties hereto.

#### **19. NOTICES**

All notices or other communications to be given hereunder shall be in writing and shall be deemed given when mailed by registered or certified United States mail, addressed as:

Terry Frank  
Anderson County Mayor  
Anderson County Courthouse  
100 North Main Street, Suite 208  
Clinton, TN 37716

Waste Management, Inc. of Tennessee Chestnut Ridge Landfill  
P. O. Box 139  
Heiskell, TN 37754

and

Group General Counsel  
Waste Management Southern Area Office  
2859 Paces Ferry Road, Suite 1600  
Atlanta, GA 30339

Change of address by either party shall be by notice given to the other in the same manner as above specified.

#### **20. NO ORAL MODIFICATION**

No modification, amendment, supplement to or waiver of this Agreement or any or its provisions shall be binding upon the parties hereto unless made in writing and duly signed by all parties.

#### **21. WAIVERS**

A failure of any party to exercise any right provide for herein shall not be deemed to be a waiver of any right hereunder.

#### **22. EXHIBITS**

Any Exhibits attached hereto or incorporated herein are made a part of this Agreement for all purposes. The expression "this Agreement" means the body of this Agreement and the Exhibits.

#### **23. MULTIPLE COUNTERPARTS**

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original for all purposes and all of which shall be deemed, collectively, one Agreement. This Agreement shall become effective when executed and delivered by all the parties.

#### **24. JURISDICTION**

Each party hereby consents to the jurisdiction of all state courts sitting in Tennessee and all federal courts sitting in Knoxville, Tennessee and agrees that venue of any legal action brought in connection with this Agreement shall lie exclusively in such courts.

#### **25. BINDING EFFECT**

This Agreement shall be binding upon and inure to the benefit of the parties and upon their respective successors, heirs or assigns.

#### **26. TITLES AND SUBTITLES**

Titles of sections and subsections are for convenient reference only and shall not have the effect of modifying, amending or changing the express terms of this Agreement.

APPROVED: ANDERSON COUNTY

\_\_\_\_\_  
By:

APPROVED: WASTE MANAGEMENT, INC. OF TENNESSEE

\_\_\_\_\_  
By:

APPROVED AS TO FORM:

\_\_\_\_\_  
Anderson County Attorney

**EXHIBIT A**

The Host Surcharge Payments payable to the County by WM shall be annually adjusted by the same percentage as the "Revised Consumer Price Index for All Urban Consumers – South Region 1982-1984 = 100 - All Items" ("Index") for the most recent month published by the Bureau of Labor Statistics of the United States Department of Labor, excepting that the minimum annual increase shall not be less than 1% and the maximum annual increase shall not exceed 5%.

The new rate for each year will be calculated as per the following example:

CPI for current period (current Annual Index):	134.0
- CPI for previous period (prior year Annual Index):	129.9
<hr/>	
= Index point change	4.1

$$\text{Index point change (4.1)} \div \text{Prior year Annual Index (129.9)} = 0.032 \times 100 = 3.2\% \text{ index change}$$

$$3.2\% \text{ index change} \times \text{current Host Surcharge Fee} = \text{New Host Surcharge Fee}$$

The initial rate adjustment shall take effect on the first anniversary date of the commencement date of this Agreement, and rate adjustments for succeeding contract years shall take effect on the successive anniversary dates of the commencement date during each succeeding year throughout the term of this Agreement. Monthly payments due by the County to WM shall be adjusted to compensate for such annual rate increases.

In the event the U. S. Department of Labor, Bureau of Labor Statistics, ceases to publish the CPI, the parties hereto agree to substitute another equally authoritative measure of change in the purchasing power of the U. S. dollar as may be then available so as to carry out the intent of this provision.

# ANDERSON COUNTY GOVERNMENT PROPERTY DISPOSITION AND SURPLUS RECORD

- Surplus property may be transferred to another Anderson County Department or be sold at internet auction after ensuring another Department does not want it.
- The IT Department will manage the disposition of hard drives.
- The Vehicle Inspection Form is required to sell vehicles. The Purchasing Office will obtain available service records from the Fleet Services Department.
- The transfer of property to an Entity outside of Anderson County requires County Commission approval. The surplus of capital assets requires County Commission approval.
- This form is to be emailed to [Surplus@andersontn.org](mailto:Surplus@andersontn.org)

Sheriff requests to surplus property as detailed below.  
(Department)

Brian Kelly  
Signature of Department Head/Elected Official

5-23-2023  
Date

Asset Tag # (N/A if no Tag).	Property Description & Condition, to include serial or VIN #
	2FABP7BV5BX109411 \$400 2011 Crown Vic Running Condition.
	<del>2FABP7BV5BX108422</del> <del>\$400</del> <del>2011 Crown Vic Running Condition</del>
	<del>2FABP7B70BX132045</del> <del>\$400</del> <del>2011 Crown Vic Running Condition</del>

Attach photographs – the more the better. Attach additional sheet(s) as necessary.

## Property Disposition Method (check and fill out applicable box)

<input type="checkbox"/>	<b>Auction on GovDeals</b> Bid Starting Amount: _____
<input type="checkbox"/>	<b>Transfer Property</b> To: _____ (Department) Signature of Receiving Department Head/Elected Official _____ Date _____
<input type="checkbox"/>	<b>Trade In</b> Purchase Order Number of Trade in: _____
<input type="checkbox"/>	<b>Stolen or Lost</b> (Attach copy of Police Report)
<input type="checkbox"/>	<b>Property Destroyed</b> (Attach explanation)

Received by Purchasing Office (Date): _____	<b>Purchasing Office Use Only</b> Govdeals ID#: _____ Date: _____ Sale Amount: \$ _____ Date removed from Asset Listing: _____
Deputy Purchasing Agent Signature: _____	

8540

## GovDeals Vehicle Inspection Form

Inventory ID	Asset Number:	Fair Market Value:
Short Description Year: <u>2011</u> Make: <u>Ford</u> Model: <u>Crown Vic</u>		
VIN: <u>2FABP7B5BX109411</u> Title Restriction: <input type="checkbox"/> Y <input checked="" type="checkbox"/> N		
Odometer: <u>179074</u> Miles <input checked="" type="checkbox"/> Kilometers <input type="checkbox"/> Odometer Accurate <input checked="" type="checkbox"/> Y <input type="checkbox"/> N <u>Blacks car</u>		
<b>Long Description:</b> This Vehicle <del>Starts</del> <input checked="" type="checkbox"/> Starts with a Boost & <input checked="" type="checkbox"/> Runs/Driveable <input type="checkbox"/> Engine Runs <input type="checkbox"/> Does Not Run <input type="checkbox"/> For Parts Only Engine- Type <u>4.6 L V8</u> <input checked="" type="checkbox"/> Gas <input type="checkbox"/> Diesel Engine <input type="checkbox"/> Propane/Natural Gas <input type="checkbox"/> Gas/Electric Hybrid Engine Condition: <input checked="" type="checkbox"/> Runs <input type="checkbox"/> Needs repair <input type="checkbox"/> is in unknown condition Repairs needed: <u>H/A</u> This vehicle was maintained every <u>5000</u> <input type="checkbox"/> Days <input type="checkbox"/> Hours <input checked="" type="checkbox"/> Miles Date Removed From Service: <u>2-10-23</u> Maintenance Records: <input checked="" type="checkbox"/> Available <input type="checkbox"/> Not Available For Inspection <b>Transmission:</b> <input type="checkbox"/> Automatic <input type="checkbox"/> Manual <u>Speed</u> Condition: <input type="checkbox"/> Operable <input type="checkbox"/> Needs repair <input type="checkbox"/> Is Unknown Condition Repairs Needed: <u>N/A</u> <b>Drivetrain:</b> <input checked="" type="checkbox"/> 2 Wheel Drive <input type="checkbox"/> 4 Wheel Drive      Condition: _____		
<b>Exterior:</b> Color: <u>White</u> Windows: <input checked="" type="checkbox"/> No Cracked Glass <input type="checkbox"/> Cracked _____ Minor: <input type="checkbox"/> Dents <input checked="" type="checkbox"/> Scratches <input checked="" type="checkbox"/> Dings      Tire Condition: <u>Good</u> Tread: <u>40%</u> #Flat _____ Hubcaps # <u>4</u> Major Damage to: _____ Additional Damage: <u>Push bar bracket remain.</u> Decals: <input type="checkbox"/> None <input type="checkbox"/> Have Been Sprayed or <input checked="" type="checkbox"/> Have been Removed & <input checked="" type="checkbox"/> Impressions Remain <input type="checkbox"/> No Impressions Emergency equip: <input type="checkbox"/> None <input checked="" type="checkbox"/> Has been removed & <input checked="" type="checkbox"/> There are holes in the exterior <input type="checkbox"/> There are no holes		
<b>Interior:</b> Color: <u>Black</u> <input checked="" type="checkbox"/> Cloth <input checked="" type="checkbox"/> Vinyl <input type="checkbox"/> Leather Damage to Seats: _____ Damage to Dash/Floor: _____ Radio: <input checked="" type="checkbox"/> Stock or <input type="checkbox"/> Brand & Model: _____ <input type="checkbox"/> AM <input checked="" type="checkbox"/> AM/FM <input type="checkbox"/> AM/FM Cassette <input type="checkbox"/> AM/FM CD <input checked="" type="checkbox"/> AC (Condition: <input checked="" type="checkbox"/> Cold <input type="checkbox"/> Unknown) <input type="checkbox"/> No AC      Air Bags: <input type="checkbox"/> Driver's Side <input checked="" type="checkbox"/> Dual <input checked="" type="checkbox"/> Cruise Control <input checked="" type="checkbox"/> Tilt Steering <input checked="" type="checkbox"/> Remote Mirrors <input checked="" type="checkbox"/> Climate Control Power: <input checked="" type="checkbox"/> Steering <input checked="" type="checkbox"/> Windows <input checked="" type="checkbox"/> Door Locks <input type="checkbox"/> Seats		
<b>Additional Equipment:</b> _____ Manufacturer _____ Model _____ Serial # _____ <input type="checkbox"/> Tool Box <input type="checkbox"/> Light Bar <input type="checkbox"/> Ladder Rack <input type="checkbox"/> Utility Body: Brand _____ <input type="checkbox"/> Hitch: Type _____		
Location of Asset: <u>308 Public Safety Inc. Clinton Tn. 37716</u> For more information contact: _____ <b>Reminder:</b> Do not close items on or surrounding a Holiday, on Friday nights, or Weekends. Stagger closing times by 10 minutes.		

2011 Ford Crown Victoria, police package.

VIN # 2FABP7BV5BX109411

# 8540

Description:

Mileage 179,074 (the odometer blacks out most of the time) I was unable to get the engine hour reading at the time the photos were taken. The car was taken out of service in February 10, 2023. It will start, run, and is drivable with a jump-start. The air works and blows cold. The tires are in good shape and has about 40% of tread left. There is no spare, lug wrench or jack. Dual air bags. The car contains Small dings and scratches. No broken glass. There are holes in the body from equipment removal.

4.6L V8, stock radio, cruise control, tilt steering, power mirrors, Power windows and Door locks. The photos show the front push bumper in place, but it is not included and had been removed. The mounting brackets remain.

The car is being sold because it is no longer being used due to new car replacements. Car is being sold AS-IS.

VEHICLE IDENTIFICATION NUMBER

YEAR

MAKE

MODEL

BODY TYPE

TITLE NUMBER

2FABP7BV5BX109411

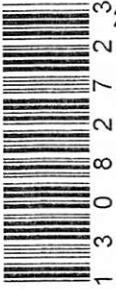
2011

FORD

CVP

4D

83951253



ANDERSON COUNTY SHERIFFS DEPT  
101 S MAIN ST  
CLINTON TN 37716

STATE OF TENNESSEE  
DEPARTMENT OF REVENUE

STATE OF TENNESSEE

VERIFY THE AUTHENTICITY OF THIS MULTI-TONE DOCUMENT. BACKGROUND AREA CHANGES COLOR GRADUALLY FROM TOP TO BOTTOM.

CERTIFICATE OF TITLE

VEHICLE IDENTIFICATION NUMBER	YEAR	MAKE	MODEL	BODY TYPE	TITLE NUMBER
2FABP7BV5BX109411	2011	FORD	CVP	4D	83951253
NEW USED DEMO	PREVIOUS TITLE NO	PREV STATE	SALES OR USE TAX	CO	ODOMETER
X	MSO	MI		1	10
DATE TITLE ISSUED	10-26-2011	REMARKS			
DATE VEHICLE ACQUIRED	09-27-2011	ACTUAL MILEAGE			

ANDERSON COUNTY SHERIFFS DEPT  
101 S MAIN ST  
CLINTON TN 37716

SATISFACTORY PROOF OF OWNERSHIP HAVING BEEN  
SUBMITTED UNDER TENNESSEE CODE ANNOTATED,  
55-3-101, TITLE TO THE MOTOR VEHICLE DESCRIBED  
ABOVE IS VESTED IN THE OWNER'S NAME HEREIN.  
THIS OFFICIAL CERTIFICATE OF TITLE IS ISSUED  
FOR SAID MOTOR VEHICLE.

13082723



1 3 0 8 2 7 2 3

THE ORIGINAL DOCUMENT HAS A WHITE REFLECTIVE WATERMARK ON THE BACK. HOLD AT AN ANGLE TO SEE THE MARK.

STATE OF TENNESSEE

# **ANDERSON COUNTY GOVERNMENT PROPERTY DISPOSITION AND SURPLUS RECORD**

- Surplus property may be transferred to another Anderson County Department or be sold at internet auction after ensuring another Department does not want it.
- The IT Department will manage the disposition of hard drives.
- The Vehicle Inspection Form is required to sell vehicles. The Purchasing Office will obtain available service records from the Fleet Services Department.
- The transfer of property to an Entity outside of Anderson County requires County Commission approval. The surplus of capital assets requires County Commission approval.
- This form is to be emailed to [Surplus@andersontn.org](mailto:Surplus@andersontn.org)

Sheriff requests to surplus property as detailed below.  
(Department)

Brian Kelly  
Signature of Department Head/Elected Official

5-23-2023  
Date

Asset Tag # (N/A if no Tag).	Property Description & Condition, to include serial or VIN #
	<del>2FABP7BV5BX0111</del> <del>2011 Crown Vic</del> <del>Running Condition</del> <del>\$400</del>
	2FABP7BV9BX108472 2011 Crown Vic Running Condition \$400
	<del>2FABP7BV5BX0111</del> <del>2011 Crown Vic</del> <del>Running Condition</del> <del>\$400</del>

Attach photographs – the more the better. Attach additional sheet(s) as necessary.

## **Property Disposition Method (check and fill out applicable box)**

<input type="checkbox"/>	<b>Auction on GovDeals</b> Bid Starting Amount: _____
<input type="checkbox"/>	<b>Transfer Property</b> To: _____ (Department) Signature of Receiving Department Head/Elected Official _____ Date _____
<input type="checkbox"/>	<b>Trade In</b> Purchase Order Number of Trade in: _____
<input type="checkbox"/>	<b>Stolen or Lost</b> (Attach copy of Police Report)
<input type="checkbox"/>	<b>Property Destroyed</b> (Attach explanation)

Received by Purchasing Office (Date): \_\_\_\_\_

Deputy Purchasing Agent Signature: \_\_\_\_\_

### Purchasing Office Use Only

Govdeals ID#: \_\_\_\_\_

Date: \_\_\_\_\_

Sale Amount: \$ \_\_\_\_\_

Date removed from Asset Listing: \_\_\_\_\_

8536

## GovDeals Vehicle Inspection Form

Inventory ID	Asset Number	Fair Market Value
Short Description Year <u>2011</u> Make <u>Ford</u> Model <u>Crown Vic.</u>		
VIN: <u>2FABP7BV9BXX108472</u> Title Restriction <input type="checkbox"/> Y <input checked="" type="checkbox"/> N		
Odometer <u>161938</u> <input checked="" type="checkbox"/> Miles <input type="checkbox"/> Kilometers      Odometer Accurate <input checked="" type="checkbox"/> Y <input type="checkbox"/> N		
<b>Long Description:</b> This Vehicle <input type="checkbox"/> Starts <input checked="" type="checkbox"/> Starts with a Boost & <input checked="" type="checkbox"/> Runs/Driveable <input type="checkbox"/> Engine Runs <input type="checkbox"/> Does Not Run <input type="checkbox"/> For Parts Only Engine- Type <u>4.6 L V 8</u> <input checked="" type="checkbox"/> Gas <input type="checkbox"/> Diesel Engine <input type="checkbox"/> Propane/Natural Gas <input type="checkbox"/> Gas/Electric Hybrid Engine Condition: <input checked="" type="checkbox"/> Runs <input type="checkbox"/> Needs repair <input type="checkbox"/> is in unknown condition Repairs needed: <u>Nm- Known</u> This vehicle was maintained every <u>5000</u> <input checked="" type="checkbox"/> Days <input type="checkbox"/> Hours <input type="checkbox"/> Miles Date Removed From Service: <u>3-12-23</u> Maintenance Records: <input checked="" type="checkbox"/> Available <input type="checkbox"/> Not Available For Inspection <b>Transmission:</b> <input checked="" type="checkbox"/> Automatic <input type="checkbox"/> Manual      Speed Condition: <input checked="" type="checkbox"/> Operable <input type="checkbox"/> Needs repair <input type="checkbox"/> Is Unknown Condition Repairs Needed: _____ <b>Drivetrain:</b> <input checked="" type="checkbox"/> 2 Wheel Drive <input type="checkbox"/> 4 Wheel Drive      Condition: <u>Good</u> <b>Exterior:</b> Color: <u>White</u> Windows: <input checked="" type="checkbox"/> No Cracked Glass <input type="checkbox"/> Cracked Minor: <input type="checkbox"/> Dents <input checked="" type="checkbox"/> Scratches <input checked="" type="checkbox"/> Dings      Tire Condition: <u>Good</u> Tread: <u>70%</u> #Flat: _____      Hubcaps # <u>4</u> Major Damage to: _____ Additional Damage: <u>Pushbar Bracket still Attached</u> Decals: <input type="checkbox"/> None <input type="checkbox"/> Have Been Sprayed or <input checked="" type="checkbox"/> Have been Removed & <input checked="" type="checkbox"/> Impressions Remain <input type="checkbox"/> No Impressions Emergency equip: <input type="checkbox"/> None <input type="checkbox"/> Has been removed & <input type="checkbox"/> There are holes in the exterior <input type="checkbox"/> There are no holes <b>Interior:</b> Color: <u>Black</u> <input checked="" type="checkbox"/> Cloth <input checked="" type="checkbox"/> Vinyl <input type="checkbox"/> Leather Damage to Seats: _____ Damage to Dash/Floor: _____ Radio: <input checked="" type="checkbox"/> Stock or <input type="checkbox"/> Brand & Model: _____ <input type="checkbox"/> AM <input checked="" type="checkbox"/> AM/FM <input type="checkbox"/> AM/FM Cassette <input type="checkbox"/> AM/FM CD <input checked="" type="checkbox"/> AC (Condition: <input type="checkbox"/> Cold <input type="checkbox"/> Unknown) <input type="checkbox"/> No AC      Air Bags: <input type="checkbox"/> Driver's Side <input checked="" type="checkbox"/> Dual <input checked="" type="checkbox"/> Cruise Control <input checked="" type="checkbox"/> Tilt Steering <input type="checkbox"/> Remote Mirrors <input checked="" type="checkbox"/> Climate Control Power: <input checked="" type="checkbox"/> Steering <input checked="" type="checkbox"/> Windows <input checked="" type="checkbox"/> Door Locks <input type="checkbox"/> Seats <b>Additional Equipment:</b> _____ Manufacturer _____ Model _____ Serial # _____ <input type="checkbox"/> Tool Box <input type="checkbox"/> Light Bar <input type="checkbox"/> Ladder Rack <input type="checkbox"/> Utility Body: Brand _____ <input type="checkbox"/> Hitch: Type _____ Location of Asset: <u>308 Public Safety Ln. Clinton Tn. 37716</u> For more information contact: _____ <b>Reminder:</b> Do not close items on or surrounding a Holiday, on Friday nights, or Weekends. Stagger closing times by 10 minutes.		

2011 Ford Crown Victoria, police package.

VIN # 2FABP7BV9BX108472

# 8536

Description:

Mileage 161,938 the car was taken out of service in March 12, 2023. It will start, run, and is drivable with a jump-start. The air works and blows cold. The tires are in good shape and has about 70% of tread left. There is no spare, lug wrench or jack. Dual air bags. The car contains Small dings and scratches. No broken glass. There are holes in the body from equipment removal.

4.6L V8, Stock am/fm radio, cruise control, tilt steering, power mirrors, Power windows, door locks and power driver seat. The photos show the front push bumper in place, but it is not included and had been removed. The mounting brackets remain.

The car is being sold because it is no longer being used due to new car replacements. Car is being sold AS-IS.

VEHICLE IDENTIFICATION NUMBER

YEAR

MAKE

MODEL

BODY TYPE

TITLE NUMBER

2FABP7BV9BX108472

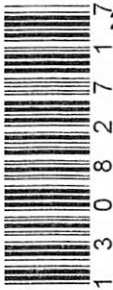
2011

FORD

CVP

4D

83951247



ANDERSON COUNTY SHERIFFS DEPT  
101 S MAIN ST  
CLINTON TN 37716

STATE OF TENNESSEE  
DEPARTMENT OF REVENUE

STATE OF TENNESSEE

VERIFY THE AUTHENTICITY OF THIS MULTI-TONE DOCUMENT. BACKGROUND AREA CHANGES COLOR GRADUALLY FROM TOP TO BOTTOM.

CERTIFICATE OF TITLE

VEHICLE IDENTIFICATION NUMBER

YEAR

MAKE

MODEL

BODY TYPE

TITLE NUMBER

2FABP7BV9BX108472

2011

FORD

CVP

4D

83951247

NEW USED DEMO

PREVIOUS TITLE NO

PREV STATE

SALES OR USE TAX

CO

ODOMETER

X

MSO

MI

1

10

DATE TITLE ISSUED

10-26-2011

REMARKS

DATE VEHICLE ACQUIRED

09-27-2011

ACTUAL MILEAGE

ANDERSON COUNTY SHERIFFS DEPT  
101 S MAIN ST  
CLINTON TN 37716

SATISFACTORY PROOF OF OWNERSHIP HAVING BEEN  
SUBMITTED UNDER TENNESSEE CODE ANNOTATED,  
55-3-101, TITLE TO THE MOTOR VEHICLE DESCRIBED  
ABOVE IS VESTED IN THE OWNER'S NAME HEREIN.  
THIS OFFICIAL CERTIFICATE OF TITLE IS ISSUED  
FOR SAID MOTOR VEHICLE.



RVF1318101

13082717



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STATE OF TENNESSEE



# **ANDERSON COUNTY GOVERNMENT PROPERTY DISPOSITION AND SURPLUS RECORD**

- Surplus property may be transferred to another Anderson County Department or be sold at internet auction after ensuring another Department does not want it.
- The IT Department will manage the disposition of hard drives.
- The Vehicle Inspection Form is required to sell vehicles. The Purchasing Office will obtain available service records from the Fleet Services Department.
- The transfer of property to an Entity outside of Anderson County requires County Commission approval. The surplus of capital assets requires County Commission approval.
- This form is to be emailed to [Surplus@andersontn.org](mailto:Surplus@andersontn.org)

Sheriff requests to surplus property as detailed below.  
(Department)

Brian Kelly  
Signature of Department Head/Elected Official

5-23-2023  
Date

Asset Tag # (N/A if no Tag).	Property Description & Condition, to include serial or VIN #
	<del>2FABP7BV0BX132045</del> <del>2011 Crown Vic</del> <del>Running Condition</del> <del>\$400</del>
	<del>2FABP7BV0BX132045</del> <del>2011 Crown Vic</del> <del>Running Condition</del> <del>\$400</del>
	<del>2FABP7BV0BX132045</del> <del>2011 Crown Vic</del> <del>Running Condition</del> <del>\$400</del>
	<del>2FABP7BV0BX132045</del> <del>2011 Crown Vic</del> <del>Running Condition</del> <del>\$400</del>
	<del>2FABP7BV0BX132045</del> <del>2011 Crown Vic</del> <del>Running Condition</del> <del>\$400</del>

Attach photographs – the more the better. Attach additional sheet(s) as necessary.

## **Property Disposition Method (check and fill out applicable box)**

<input type="checkbox"/>	<b>Auction on GovDeals</b> Bid Starting Amount: _____
<input type="checkbox"/>	<b>Transfer Property</b> To: _____ (Department) Signature of Receiving Department Head/Elected Official _____ Date _____
<input type="checkbox"/>	<b>Trade In</b> Purchase Order Number of Trade in: _____
<input type="checkbox"/>	<b>Stolen or Lost</b> (Attach copy of Police Report)
<input type="checkbox"/>	<b>Property Destroyed</b> (Attach explanation)

Received by Purchasing Office (Date): \_\_\_\_\_

Deputy Purchasing Agent Signature: \_\_\_\_\_

### Purchasing Office Use Only

Govdeals ID#: \_\_\_\_\_

Date: \_\_\_\_\_

Sale Amount: \$ \_\_\_\_\_

Date removed from Asset Listing: \_\_\_\_\_

## GovDeals Vehicle Inspection Form

Inventory ID	Asset Number	Fair Market Value																	
Short Description Year: <u>2011</u> Make: <u>Ford</u> Model: <u>Crown Vic</u>																			
VIN: <table border="1" style="display: inline-table; text-align: center; font-family: monospace;"> <tr><td>2</td><td>F</td><td>A</td><td>B</td><td>P</td><td>7</td><td>B</td><td>V</td><td>0</td><td>B</td><td>X</td><td>1</td><td>3</td><td>2</td><td>0</td><td>4</td><td>5</td></tr> </table> Title Restriction: <input type="checkbox"/> Y <input checked="" type="checkbox"/> N			2	F	A	B	P	7	B	V	0	B	X	1	3	2	0	4	5
2	F	A	B	P	7	B	V	0	B	X	1	3	2	0	4	5			
Odometer: <table border="1" style="display: inline-table; text-align: center; font-family: monospace;"> <tr><td>1</td><td>3</td><td>3</td><td>4</td><td>4</td><td>9</td></tr> </table> <input checked="" type="checkbox"/> Miles <input type="checkbox"/> Kilometers    Odometer Accurate <input checked="" type="checkbox"/> Y <input type="checkbox"/> N			1	3	3	4	4	9											
1	3	3	4	4	9														
<b>Long Description:</b> This Vehicle <input type="checkbox"/> Starts <input checked="" type="checkbox"/> Starts with a Boost & <input checked="" type="checkbox"/> Runs/Driveable <input type="checkbox"/> Engine Runs <input type="checkbox"/> Does Not Run <input type="checkbox"/> For Parts Only Engine- Type <u>4.6 L V 8</u> <input checked="" type="checkbox"/> Gas <input type="checkbox"/> Diesel Engine <input type="checkbox"/> Propane/Natural Gas <input type="checkbox"/> Gas/Electric Hybrid Engine Condition: <input checked="" type="checkbox"/> Runs <input type="checkbox"/> Needs repair <input type="checkbox"/> is in unknown condition Repairs needed: <u>N/A</u> This vehicle was maintained every <u>5000</u> <input type="checkbox"/> Days <input type="checkbox"/> Hours <input checked="" type="checkbox"/> Miles Date Removed From Service: <u>4-22-23</u> Maintenance Records: <input checked="" type="checkbox"/> Available <input type="checkbox"/> Not Available For Inspection <b>Transmission:</b> <input checked="" type="checkbox"/> Automatic <input type="checkbox"/> Manual    Speed Condition: <input checked="" type="checkbox"/> Operable <input type="checkbox"/> Needs repair <input type="checkbox"/> Is Unknown Condition Repairs Needed: <u>N/A</u> <b>Drivetrain:</b> <input checked="" type="checkbox"/> 2 Wheel Drive <input type="checkbox"/> 4 Wheel Drive    Condition: _____																			
<b>Exterior:</b> Color: <u>White</u> Windows: <input checked="" type="checkbox"/> No Cracked Glass <input type="checkbox"/> Cracked Minor: <input type="checkbox"/> Dents <input checked="" type="checkbox"/> Scratches <input type="checkbox"/> Dings    Tire Condition: <u>Good</u> Tread: <u>40%</u> #Flat: _____ Hubcaps # <u>4</u> Major Damage to: _____ Additional Damage: <u>* Pushbac bracket still Attached</u> Decals: <input type="checkbox"/> None <input type="checkbox"/> Have Been Sprayed or <input checked="" type="checkbox"/> Have been Removed & <input checked="" type="checkbox"/> Impressions Remain <input type="checkbox"/> No Impressions Emergency equip: <input checked="" type="checkbox"/> None <input checked="" type="checkbox"/> Has been removed & <input checked="" type="checkbox"/> There are holes in the exterior <input type="checkbox"/> There are no holes																			
<b>Interior:</b> Color: <u>Black</u> <input type="checkbox"/> Cloth <input checked="" type="checkbox"/> Vinyl <input type="checkbox"/> Leather Damage to Seats: _____ Damage to Dash/Floor: _____ Radio: <input type="checkbox"/> Stock or <input checked="" type="checkbox"/> Brand & Model: <u>DUAL</u> <input type="checkbox"/> AM <input type="checkbox"/> AM/FM <input type="checkbox"/> AM/FM Cassette <input checked="" type="checkbox"/> AM/FM CD <input checked="" type="checkbox"/> AC (Condition: <input checked="" type="checkbox"/> Cold <input type="checkbox"/> Unknown) <input type="checkbox"/> No AC    Air Bags: <input type="checkbox"/> Driver's Side <input checked="" type="checkbox"/> Dual <input checked="" type="checkbox"/> Cruise Control <input checked="" type="checkbox"/> Tilt Steering <input type="checkbox"/> Remote Mirrors <input checked="" type="checkbox"/> Climate Control Power: <input checked="" type="checkbox"/> Steering <input checked="" type="checkbox"/> Windows <input checked="" type="checkbox"/> Door Locks <input checked="" type="checkbox"/> Seats																			
<b>Additional Equipment:</b> _____ Manufacturer: _____ Model: _____ Serial #: _____ <input type="checkbox"/> Tool Box <input type="checkbox"/> Light Bar <input type="checkbox"/> Ladder Rack <input type="checkbox"/> Utility Body: Brand: _____ <input type="checkbox"/> Hitch: Type: _____																			
<b>Location of Asset:</b> <u>308 Public Safety Ln. Clinton Tn. 37716</u> <b>For more information contact:</b> _____ <b>Reminder:</b> Do not close items on or surrounding a Holiday, on Friday nights, or Weekends. Stagger closing times by 10 minutes.																			

2011 Ford Crown Victoria, police package.

VIN # 2FABP7BV0BX132045

# 1503

Description:

Mileage 133,449 the car was taken out of service in April 22 2023. It will start, run, and is drivable with a jump-start. The air works and blows cold. The tires are in good shape and has about 40% of tread left. There is no spare, lug wrench or jack. Dual air bags. The car contains Small dings and scratches. No broken glass. There are holes in the body from equipment removal.

4.6L V8, Dual aftermarket CD player, cruise control, tilt steering, power mirrors, Power windows, door locks and power driver seat. The photos show the front push bumper in place, but it is not included and had been removed. The mounting brackets remain.

The car is being sold because it is no longer being used due to new car replacements. Car is being sold AS-IS.

VEHICLE IDENTIFICATION NUMBER 2FABP7BV0BX132045 YEAR 2011 MAKE FORD MODEL CVP BODY TYPE 4D TITLE NUMBER 96134260

ANDERSON COUNTY SHERIFFS DEPT  
% STE 400  
101 S MAIN ST  
CLINTON TN 37716

STATE OF TENNESSEE  
DEPARTMENT OF REVENUE

STATE OF TENNESSEE  
VERIFY THE AUTHENTICITY OF THIS MULTI-TONE DOCUMENT. BACKGROUND AREA CHANGES COLOR GRADUALLY FROM TOP TO BOTTOM.

CERTIFICATE OF TITLE

VEHICLE IDENTIFICATION NUMBER	YEAR	MAKE	MODEL	BODY TYPE	TITLE NUMBER
2FABP7BV0BX132045	2011	FORD	CVP	4D	96134260
NEW USED DEMO	PREVIOUS TITLE NO	PREV STATE	SALES OR USE TAX	CO	ODOMETER
X	TMF13331	MO		1	54350
DATE TITLE ISSUED	07-16-2015	REMARKS			
DATE VEHICLE ACQUIRED	06-17-2015	ACTUAL MILEAGE			

ANDERSON COUNTY SHERIFFS DEPT  
% STE 400  
101 S MAIN ST  
CLINTON TN 37716

SATISFACTORY PROOF OF OWNERSHIP HAVING BEEN  
SUBMITTED UNDER TENNESSEE CODE ANNOTATED,  
55-3-101, TITLE TO THE MOTOR VEHICLE DESCRIBED  
ABOVE IS VESTED IN THE OWNER'S NAME HEREIN.  
THIS OFFICIAL CERTIFICATE OF TITLE IS ISSUED  
FOR SAID MOTOR VEHICLE.

2FABP7BV0BX132045 96134260

22265741

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STATE OF TENNESSEE

# **ANDERSON COUNTY GOVERNMENT PROPERTY DISPOSITION AND SURPLUS RECORD**

- Surplus property may be transferred to another Anderson County Department or be sold at internet auction after ensuring another Department does not want it.
- The IT Department will manage the disposition of hard drives.
- The Vehicle Inspection Form is required to sell vehicles. The Purchasing Office will obtain available service records from the Fleet Services Department.
- The transfer of property to an Entity outside of Anderson County requires County Commission approval. The surplus of capital assets requires County Commission approval.
- This form is to be emailed to [Surplus@andersontn.org](mailto:Surplus@andersontn.org)

Sheriff requests to surplus property as detailed below.  
(Department)

+ Brian Hall  
Signature of Department Head/Elected Official

5-25-2023  
Date

Asset Tag # (N/A if no Tag).	Property Description & Condition, to include serial or VIN #
	<del>2FABP7BVXBX156076</del> <del>Running Condition</del> <del>\$400</del>
	<del>2011 Ford Crown Vic</del>
	2FABP7BVXBX156076 2011 Ford Crown Vic Running Condition \$400

Attach photographs – the more the better. Attach additional sheet(s) as necessary.

## **Property Disposition Method (check and fill out applicable box)**

<input type="checkbox"/>	<b>Auction on GovDeals</b> Bid Starting Amount: _____
<input type="checkbox"/>	<b>Transfer Property</b> To: _____ (Department) Signature of Receiving Department Head/Elected Official _____ Date _____
<input type="checkbox"/>	<b>Trade In</b> Purchase Order Number of Trade in: _____
<input type="checkbox"/>	<b>Stolen or Lost</b> (Attach copy of Police Report)
<input type="checkbox"/>	<b>Property Destroyed</b> (Attach explanation)

Received by Purchasing Office (Date): _____	<b>Purchasing Office Use Only</b> Govdeals ID#: _____
Deputy Purchasing Agent Signature: _____	Date: _____
	Sale Amount: \$ _____
	Date removed from Asset Listing: _____

1496

## GovDeals Vehicle Inspection Form

Inventory ID _____	Asset Number _____	Fair Market Value _____
Short Description Year <u>2011</u> Make <u>Ford</u> Model <u>Crown Vic.</u>		
VIN: <u>2FA8P7BVXBX156076</u> Title Restriction <input checked="" type="checkbox"/> Y <input type="checkbox"/> N		
Odometer <u>158675</u> <input checked="" type="checkbox"/> Miles <input type="checkbox"/> Kilometers      Odometer Accurate <input checked="" type="checkbox"/> Y <input type="checkbox"/> N		
<b>Long Description:</b> This Vehicle <input type="checkbox"/> Starts <input checked="" type="checkbox"/> Starts with a Boost & <input checked="" type="checkbox"/> Runs/Driveable <input type="checkbox"/> Engine Runs <input type="checkbox"/> Does Not Run <input type="checkbox"/> For Parts Only Engine- Type <u>4.6L V8</u> <input checked="" type="checkbox"/> Gas <input type="checkbox"/> Diesel Engine <input type="checkbox"/> Propane/Natural Gas <input type="checkbox"/> Gas/Electric Hybrid Engine Condition: <input checked="" type="checkbox"/> Runs <input type="checkbox"/> Needs repair <input type="checkbox"/> is in unknown condition Repairs needed: <u>None Known</u> This vehicle was maintained every <u>5000</u> <input type="checkbox"/> Days <input type="checkbox"/> Hours <input checked="" type="checkbox"/> Miles Date Removed From Service <u>5-12-23</u> Maintenance Records: <input checked="" type="checkbox"/> Available <input type="checkbox"/> Not Available For Inspection <b>Transmission:</b> <input checked="" type="checkbox"/> Automatic <input type="checkbox"/> Manual      Speed Condition: <input checked="" type="checkbox"/> Operable <input type="checkbox"/> Needs repair <input type="checkbox"/> Is Unknown Condition Repairs Needed: _____ <b>Drivetrain:</b> <input checked="" type="checkbox"/> 2 Wheel Drive <input type="checkbox"/> 4 Wheel Drive      Condition: _____		
<b>Exterior:</b> Color <u>White</u> Windows: <input checked="" type="checkbox"/> No Cracked Glass <input type="checkbox"/> Cracked _____ Minor: <input type="checkbox"/> Dents <input checked="" type="checkbox"/> Scratches <input checked="" type="checkbox"/> Dings      Tire Condition: <u>Good</u> Tread: <u>40%</u> #Flat _____ Hubcaps # <u>4</u> Major Damage to: _____ Additional Damage: <u>Small dent R-F door, Push bracket mounts still attached.</u> Decals: <input type="checkbox"/> None <input type="checkbox"/> Have Been Sprayed or <input checked="" type="checkbox"/> Have been Removed & <input checked="" type="checkbox"/> Impressions Remain <input type="checkbox"/> No Impressions Emergency equip: <input type="checkbox"/> None <input type="checkbox"/> Has been removed & <input type="checkbox"/> There are holes in the exterior <input type="checkbox"/> There are no holes		
<b>Interior:</b> Color <u>Black</u> <input checked="" type="checkbox"/> Cloth <input checked="" type="checkbox"/> Vinyl <input type="checkbox"/> Leather Damage to Seats: _____ Damage to Dash/Floor: _____ Radio: <input checked="" type="checkbox"/> Stock or <input type="checkbox"/> Brand & Model: _____ <input type="checkbox"/> AM <input checked="" type="checkbox"/> AM/FM <input type="checkbox"/> AM/FM Cassette <input type="checkbox"/> AM/FM CD <input checked="" type="checkbox"/> AC (Condition: <input checked="" type="checkbox"/> Cold <input type="checkbox"/> Unknown) <input type="checkbox"/> No AC      Air Bags: <input type="checkbox"/> Driver's Side <input checked="" type="checkbox"/> Dual <input checked="" type="checkbox"/> Cruise Control <input checked="" type="checkbox"/> Tilt Steering <input checked="" type="checkbox"/> Remote Mirrors <input checked="" type="checkbox"/> Climate Control Power: <input checked="" type="checkbox"/> Steering <input checked="" type="checkbox"/> Windows <input checked="" type="checkbox"/> Door Locks <input type="checkbox"/> Seats		
<b>Additional Equipment:</b> _____ Manufacturer _____ Model _____ Serial # _____ <input type="checkbox"/> Tool Box <input type="checkbox"/> Light Bar <input type="checkbox"/> Ladder Rack <input type="checkbox"/> Utility Body: Brand _____ <input type="checkbox"/> Hitch: Type _____		
Location of Asset: <u>308 Public Safety Ln. Clinton Tn. 37716</u> For more information contact: _____ <b>Reminder:</b> Do not close items on or surrounding a Holiday, on Friday nights, or Weekends. Stagger closing times by 10 minutes.		

2011 Ford Crown Victoria, police package.

VIN # 2FABP7BVXBX156076

# (1496)

Description:

Mileage 158,675 the car was taken out of service in May 12, 2023. It will start, run, and is drivable with a jump-start. The air works and blows cold. The tires are in good shape and has about 40% of tread left. There is no spare, lug wrench or jack. Dual air bags. The car contains Small dings and scratches. There is a small dent on the right front door at the bottom. No broken glass. There are holes in the body from equipment removal.

4.6L V8, stock radio, cruise control, tilt steering, power mirrors, Power windows and Door locks. The photos show the front push bumper in place, but it is not included and had been removed. The mounting brackets remain.

The car is being sold because it is no longer being used due to new car replacements. Car is being sold AS-IS.

VEHICLE IDENTIFICATION NUMBER

YEAR

MAKE

MODEL

BODY TYPE

TITLE NUMBER

2FABP7BVXBX156076

2011

FORD

CVP

4D

96134241

ANDERSON COUNTY SHERIFFS DEPT  
% STE 400  
101 S MAIN ST  
CLINTON TN 37716

STATE OF TENNESSEE  
DEPARTMENT OF REVENUE

## STATE OF TENNESSEE

VERIFY THE AUTHENTICITY OF THIS MULTI-TONE DOCUMENT. BACKGROUND AREA CHANGES COLOR GRADUALLY FROM TOP TO BOTTOM.

## CERTIFICATE OF TITLE

VEHICLE IDENTIFICATION NUMBER

YEAR

MAKE

MODEL

BODY TYPE

TITLE NUMBER

2FABP7BVXBX156076

2011

FORD

CVP

4D

96134241

NEW USED DEMO

PREVIOUS TITLE NO

PREV STATE

SALES OR USE TAX

CO

ODOMETER

X

TDG68719

MO

1

53944

DATE TITLE ISSUED

07-16-2015

REMARKS

DATE VEHICLE ACQUIRED

06-17-2015

ACTUAL MILEAGE

ANDERSON COUNTY SHERIFFS DEPT  
% STE 400  
101 S MAIN ST  
CLINTON TN 37716

SATISFACTORY PROOF OF OWNERSHIP HAVING BEEN  
SUBMITTED UNDER TENNESSEE CODE ANNOTATED,  
55-3-101, TITLE TO THE MOTOR VEHICLE DESCRIBED  
ABOVE IS VESTED IN THE OWNER'S NAME HEREIN.  
THIS OFFICIAL CERTIFICATE OF TITLE IS ISSUED  
FOR SAID MOTOR VEHICLE.

2FABP7BVXBX156076

96134241

22265722

2 2 2 6 5 7 2 2

RV-1318101 REV 12/14

THE ORIGINAL DOCUMENT HAS A WHITE REFLECTIVE WATERMARK ON THE BACK. HOLD AT AN ANGLE TO SEE THE MARK.

STATE OF TENNESSEE

# **ANDERSON COUNTY GOVERNMENT PROPERTY DISPOSITION AND SURPLUS RECORD**

- Surplus property may be transferred to another Anderson County Department or be sold at internet auction after ensuring another Department does not want it.
- The IT Department will manage the disposition of hard drives.
- The Vehicle Inspection Form is required to sell vehicles. The Purchasing Office will obtain available service records from the Fleet Services Department.
- The transfer of property to an Entity outside of Anderson County requires County Commission approval. The surplus of capital assets requires County Commission approval.
- This form is to be emailed to [Surplus@andersontn.org](mailto:Surplus@andersontn.org)

Sheriff requests to surplus property as detailed below.  
(Department)

+ Brian Kelly  
Signature of Department Head/Elected Official

5-25-2023  
Date

Asset Tag # (N/A if no Tag).	Property Description & Condition, to include serial or VIN #
	2FABP7BV9B×109413 2011 Ford Crown Vic Running Condition \$400
	<del>2FABP7BV9B×156176</del> <del>2011 Ford Crown Vic</del> <del>Running Condition</del> <del>\$100</del>

Attach photographs – the more the better. Attach additional sheet(s) as necessary.

## **Property Disposition Method (check and fill out applicable box)**

<input type="checkbox"/>	<b>Auction on GovDeals</b> Bid Starting Amount: _____
<input type="checkbox"/>	<b>Transfer Property</b> To: _____ (Department)  Signature of Receiving Department Head/Elected Official _____ Date _____
<input type="checkbox"/>	<b>Trade In</b> Purchase Order Number of Trade in: _____
<input type="checkbox"/>	<b>Stolen or Lost</b> (Attach copy of Police Report)
<input type="checkbox"/>	<b>Property Destroyed</b> (Attach explanation)

Received by Purchasing Office (Date): _____	<b>Purchasing Office Use Only</b> Govdeals ID#: _____ Date: _____ Sale Amount: \$ _____ Date removed from Asset Listing: _____
Deputy Purchasing Agent Signature: _____	

8542

## GovDeals Vehicle Inspection Form

Inventory ID _____	Asset Number _____	Fair Market Value _____																	
Short Description Year <u>2011</u> Make <u>Ford</u> Model <u>Crown Vic.</u>																			
VIN: <table border="1" style="display: inline-table; text-align: center;"> <tr> <td>2</td><td>F</td><td>A</td><td>B</td><td>P</td><td>7</td><td>B</td><td>V</td><td>9</td><td>B</td><td>X</td><td>1</td><td>0</td><td>9</td><td>4</td><td>1</td><td>3</td> </tr> </table> Title Restriction: <input type="checkbox"/> Y <input checked="" type="checkbox"/> N			2	F	A	B	P	7	B	V	9	B	X	1	0	9	4	1	3
2	F	A	B	P	7	B	V	9	B	X	1	0	9	4	1	3			
Odometer <table border="1" style="display: inline-table; text-align: center;"> <tr> <td>1</td><td>4</td><td>9</td><td>2</td><td>3</td><td>7</td> </tr> </table> <input checked="" type="checkbox"/> Miles <input type="checkbox"/> Kilometers      Odometer Accurate <input checked="" type="checkbox"/> Y <input type="checkbox"/> N <u>Blacks out</u>			1	4	9	2	3	7											
1	4	9	2	3	7														
<b>Long Description:</b> This Vehicle <input type="checkbox"/> Starts <input checked="" type="checkbox"/> Starts with a Boost & <input type="checkbox"/> Runs/Driveable <input checked="" type="checkbox"/> Engine Runs <input type="checkbox"/> Does Not Run <input type="checkbox"/> For Parts Only Engine- Type <u>4.9 L V8</u> <input type="checkbox"/> Gas <input type="checkbox"/> Diesel Engine <input type="checkbox"/> Propane/Natural Gas <input type="checkbox"/> Gas/Electric Hybrid Engine Condition: <input checked="" type="checkbox"/> Runs <input type="checkbox"/> Needs repair <input type="checkbox"/> is in unknown condition Repairs needed: <u>See description</u> <span style="float: right;"><u>*See note*</u></span> This vehicle was maintained every <u>5000</u> <input type="checkbox"/> Days <input type="checkbox"/> Hours <input checked="" type="checkbox"/> Miles Date Removed From Service <u>3-16-23</u> Maintenance Records: <input checked="" type="checkbox"/> Available <input type="checkbox"/> Not Available For Inspection <b>Transmission:</b> <input checked="" type="checkbox"/> Automatic <input type="checkbox"/> Manual      Speed Condition: <input checked="" type="checkbox"/> Operable <input type="checkbox"/> Needs repair <input type="checkbox"/> Is Unknown Condition Repairs Needed: _____ <b>Drivetrain:</b> <input checked="" type="checkbox"/> 2 Wheel Drive <input type="checkbox"/> 4 Wheel Drive      Condition: <u>Good</u> <b>Exterior:</b> Color <u>White</u> Windows: <input checked="" type="checkbox"/> No Cracked Glass <input type="checkbox"/> Cracked Minor: <input type="checkbox"/> Dents <input checked="" type="checkbox"/> Scratches <input checked="" type="checkbox"/> Dings      Tire Condition: <u>Good</u> Tread: <u>60%</u> #Flat      Hubcaps # <u>4</u> Major Damage to: _____ Additional Damage: <u>Push bar bracket still attached.</u> Decals: <input type="checkbox"/> None <input type="checkbox"/> Have Been Sprayed or <input checked="" type="checkbox"/> Have been Removed & <input checked="" type="checkbox"/> Impressions Remain <input type="checkbox"/> No Impressions Emergency equip: <input type="checkbox"/> None <input type="checkbox"/> Has been removed & <input type="checkbox"/> There are holes in the exterior <input type="checkbox"/> There are no holes <b>Interior:</b> Color <u>Black</u> <input checked="" type="checkbox"/> Cloth <input checked="" type="checkbox"/> Vinyl <input type="checkbox"/> Leather Damage to Seats: _____ Damage to Dash/Floor: _____ Radio: <input checked="" type="checkbox"/> Stock or <input type="checkbox"/> Brand & Model: _____ <input type="checkbox"/> AM <input checked="" type="checkbox"/> AM/FM <input type="checkbox"/> AM/FM Cassette <input type="checkbox"/> AM/FM CD <input checked="" type="checkbox"/> AC (Condition: <input checked="" type="checkbox"/> Cold <input type="checkbox"/> Unknown) <input type="checkbox"/> No AC      Air Bags: <input type="checkbox"/> Driver's Side <input checked="" type="checkbox"/> Dual <input checked="" type="checkbox"/> Cruise Control <input checked="" type="checkbox"/> Tilt Steering <input type="checkbox"/> Remote Mirrors <input checked="" type="checkbox"/> Climate Control Power: <input checked="" type="checkbox"/> Steering <input checked="" type="checkbox"/> Windows <input checked="" type="checkbox"/> Door Locks <input type="checkbox"/> Seats <b>Additional Equipment:</b> _____ Manufacturer _____ Model _____ Serial # _____ <input type="checkbox"/> Tool Box <input type="checkbox"/> Light Bar <input type="checkbox"/> Ladder Rack <input type="checkbox"/> Utility Body: Brand _____ <input type="checkbox"/> Hitch: Type _____ <b>Location of Asset:</b> <u>308 Public Safety Ln. Clinton Tn. 37716</u> <b>For more information contact:</b> _____ <b>Reminder:</b> Do not close items on or surrounding a Holiday, on Friday nights, or Weekends. Stagger closing times by 10 minutes.																			

2011 Ford Crown Victoria, police package.

VIN # 2FABP7BV9BX109413

# 8542

Description:

Mileage 149,237 (the odometer blacks out most of the time) I was unable to get the engine hour reading at the time the photos were taken. The car was taken out of service in March 2023. It will start, run, and is drivable with a jump-start. The air works and blows cold. The tires are in good shape and has about 60% of tread left. There is no spare, lug wrench or jack. Dual air bags. The car contains Small dings and scratches. No broken glass. There are holes in the body from equipment removal.

4.6L V8, stock radio, cruise control, tilt steering, power mirrors, Power windows and Door locks. The photos show the front push bumper in place, but it is not included and had been removed. The mounting brackets remain.

**\*\*This unit was jump started in February 2023 and would not accelerate\*\*.** It has been driven without issues since. Just be advised.

The car is being sold because it is no longer being used due to new car replacements. Car is being sold AS-IS.

VEHICLE IDENTIFICATION NUMBER

YEAR

MAKE

MODEL

BODY TYPE

TITLE NUMBER

2FABP7BV9BX109413

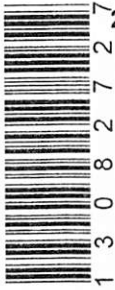
2011

FORD

CVP

4D

83951258



ANDERSON COUNTY SHERIFFS DEPT  
101 S MAIN ST  
CLINTON TN 37716

STATE OF TENNESSEE  
DEPARTMENT OF REVENUE

STATE OF TENNESSEE

VERIFY THE AUTHENTICITY OF THIS MULTI-TONE DOCUMENT. BACKGROUND AREA CHANGES COLOR GRADUALLY FROM TOP TO BOTTOM.

CERTIFICATE OF TITLE

VEHICLE IDENTIFICATION NUMBER

YEAR

MAKE

MODEL

BODY TYPE

TITLE NUMBER

2FABP7BV9BX109413

2011

FORD

CVP

4D

83951258

NEW USED DEMO

PREVIOUS TITLE NO

PREV STATE

SALES OR USE TAX

CO

ODOMETER

X

MSO

MI

1

10

DATE TITLE ISSUED

10-26-2011

REMARKS

DATE VEHICLE ACQUIRED

09-27-2011

ACTUAL MILEAGE

ANDERSON COUNTY SHERIFFS DEPT  
101 S MAIN ST  
CLINTON TN 37716

SATISFACTORY PROOF OF OWNERSHIP HAVING BEEN  
SUBMITTED UNDER TENNESSEE CODE ANNOTATED,  
55-3-101, TITLE TO THE MOTOR VEHICLE DESCRIBED  
ABOVE IS VESTED IN THE OWNER'S NAME HEREIN.  
THIS OFFICIAL CERTIFICATE OF TITLE IS ISSUED  
FOR SAID MOTOR VEHICLE.



RV-F1318J01

13082727



1 3 0 8 2 7 2 7

THE ORIGINAL DOCUMENT HAS A WHITE REFLECTIVE WATERMARK ON THE BACK. HOLD AT AN ANGLE TO SEE THE MARK.

STATE OF TENNESSEE



# **ANDERSON COUNTY GOVERNMENT PROPERTY DISPOSITION AND SURPLUS RECORD**

- Surplus property may be transferred to another Anderson County Department or be sold at internet auction after ensuring another Department does not want it.
- The IT Department will manage the disposition of hard drives.
- The Vehicle Inspection Form is required to sell vehicles. The Purchasing Office will obtain available service records from the Fleet Services Department.
- The transfer of property to an Entity outside of Anderson County requires County Commission approval. The surplus of capital assets requires County Commission approval.
- This form is to be emailed to [Surplus@andersontn.org](mailto:Surplus@andersontn.org)

Sherry Sherff requests to surplus property as detailed below.  
(Department)

Brian Lull  
Signature of Department Head/Elected Official

5-25-2023  
Date

Asset Tag # (N/A if no Tag).	Property Description & Condition, to include serial or VIN #
	2007 Dodge Charger Running Condition \$400 2B3LA43G57H877813
	<del>2012 Dodge Charger</del> <del>RAN without parking</del> \$400 <del>2C3DXAT1CH230539</del> <del>must be jump started</del>

Attach photographs – the more the better. Attach additional sheet(s) as necessary.

## **Property Disposition Method (check and fill out applicable box)**

<input type="checkbox"/>	<b>Auction on GovDeals</b> Bid Starting Amount: _____
<input type="checkbox"/>	<b>Transfer Property</b> To: _____ (Department) Signature of Receiving Department Head/Elected Official _____ Date _____
<input type="checkbox"/>	<b>Trade In</b> Purchase Order Number of Trade in: _____
<input type="checkbox"/>	<b>Stolen or Lost</b> (Attach copy of Police Report)
<input type="checkbox"/>	<b>Property Destroyed</b> (Attach explanation)

Received by Purchasing Office (Date): \_\_\_\_\_

Deputy Purchasing Agent Signature: \_\_\_\_\_

Purchasing Office Use Only

Govdeals ID#: \_\_\_\_\_

Date: \_\_\_\_\_

Sale Amount: \$ \_\_\_\_\_

Date removed from Asset Listing: \_\_\_\_\_

2007 Dodge Charger

VIN #2B3LA43G57H877813

# 0845

Description:

Mileage 144,320. The car was taken out of service on March 16, 2023. It will start, run, and is drivable. Bring a boost box just incase. The air works and blows cold. The tires are in good shape and has about 80% of tread left. There is no spare, lug wrench or jack. Driver side air bag. The car contains Small dings and scratches. No broken glass. There are holes in the body from equipment removal. 3.5L V6, stock radio, cruise control, tilt steering, power mirrors, Power windows, Door locks, and power driver seat. This was used as admin car and was never assigned to patrol.

The car is being sold because it is no longer being used due to new car replacements. Car is being sold AS-IS.

Inventory ID	Asset Number	Fair Market Value																	
Short Description																			
Year <u>2007</u>	Make <u>Dodge</u>	Model <u>Charger</u>																	
VIN: <table border="1" style="display: inline-table; text-align: center;"> <tr> <td>2</td><td>B</td><td>3</td><td>L</td><td>A</td><td>4</td><td>3</td><td>G</td><td>5</td><td>7</td><td>H</td><td>8</td><td>7</td><td>7</td><td>8</td><td>1</td><td>3</td> </tr> </table>		2	B	3	L	A	4	3	G	5	7	H	8	7	7	8	1	3	Title Restriction <input type="checkbox"/> Y <input checked="" type="checkbox"/> N
2	B	3	L	A	4	3	G	5	7	H	8	7	7	8	1	3			
Odometer <table border="1" style="display: inline-table; text-align: center;"> <tr> <td>1</td><td>4</td><td>4</td><td>3</td><td>2</td><td>0</td> </tr> </table>	1	4	4	3	2	0	<input checked="" type="checkbox"/> Miles <input type="checkbox"/> Kilometers	Odometer Accurate <input checked="" type="checkbox"/> Y <input type="checkbox"/> N											
1	4	4	3	2	0														

**Long Description:**

This Vehicle ☐ Starts ☒ Starts with a Boost & ☒ Runs/Driveable ☐ Engine Runs ☐ Does Not Run ☐ For Parts Only

Engine- Type 3.5 L V 6 ☒ Gas ☐ Diesel Engine ☐ Propane/Natural Gas ☐ Gas/Electric Hybrid

Engine Condition: ☒ Runs ☐ Needs repair ☐ is in unknown condition

Repairs needed: None Known

This vehicle was maintained every 5000 ☐ Days ☐ Hours ☒ Miles

Date Removed From Service: 3-16-23 Maintenance Records: ☒ Available ☐ Not Available For Inspection

**Transmission:** ☒ Automatic ☐ Manual    Speed Condition: ☒ Operable ☐ Needs repair ☐ Is Unknown Condition

Repairs Needed: None Known

**Drivetrain** ☒ 2 Wheel Drive ☐ 4 Wheel Drive Condition:   

---

**Exterior:** Color Grey Windows: ☒ No Cracked Glass ☐ Cracked   

Minor: ☐ Dents ☒ Scratches ☒ Dings Tire Condition: Good Tread: 80% #Flat    Hubcaps # 4

Major Damage to:   

Additional Damage:   

Decals: ☒ None ☐ Have Been Sprayed or ☐ Have been Removed & ☐ Impressions Remain ☐ No Impressions

Emergency equip: ☐ None ☒ Has been removed & ☒ There are holes in the exterior ☐ There are no holes

---

**Interior:** Color Black ☒ Cloth ☐ Vinyl ☐ Leather

Damage to Seats:   

Damage to Dash/Floor:   

Radio: ☒ Stock or ☐ Brand & Model:    ☐ AM ☒ AM/FM ☐ AM/FM Cassette ☐ AM/FM CD

☒ AC (Condition: ☒ Cold ☐ Unknown) ☐ No AC Air Bags: ☒ Driver's Side ☐ Dual

☐ Cruise Control ☒ Tilt Steering ☒ Remote Mirrors ☒ Climate Control

Power: ☒ Steering ☒ Windows ☒ Door Locks ☐ Seats

---

**Additional Equipment:**   

Manufacturer    Model    Serial #   

☐ Tool Box ☐ Light Bar ☐ Ladder Rack ☐ Utility Body: Brand    ☐ Hitch: Type   

**Location of Asset:** 308 Public Safety Lo

**For more information contact:**   

**Reminder:** Do not close items on or surrounding a Holiday, on Friday nights, or Weekends. Stagger closing times by 10 minutes.

VEHICLE IDENTIFICATION NUMBER

YEAR

MAKE

MODEL

BODY TYPE

TITLE NUMBER

2B3LA43G57H877813

2007

DODG

CTL

4D

76462758

ANDERSON COUNTY SHERIFF  
% SUITE 400  
101 S MAIN ST  
CLINTON TN 37716

STATE OF TENNESSEE  
DEPARTMENT OF REVENUE

## STATE OF TENNESSEE

VERIFY THE AUTHENTICITY OF THIS MULTI-TONE DOCUMENT BACKGROUND AREA CHANGES COLOR GRADUALLY FROM TOP TO BOTTOM.

## CERTIFICATE OF TITLE

VEHICLE IDENTIFICATION NUMBER

YEAR

MAKE

MODEL

BODY TYPE

TITLE NUMBER

2B3LA43G57H877813

2007

DODG

CTL

4D

76462758

NEW USED DEMO

PREVIOUS TITLE NO

PREV STATE

SALES OR USE TAX

CO

ODOMETER

X

MSO

TN

1

3

DATE TITLE ISSUED

07-31-2007

REMARKS

DATE VEHICLE ACQUIRED

07-25-2007

ACTUAL MILEAGE

ANDERSON COUNTY SHERIFF

% SUITE 400

101 S MAIN ST

CLINTON TN 37716

SATISFACTORY PROOF OF OWNERSHIP HAVING BEEN  
SUBMITTED UNDER TENNESSEE CODE ANNOTATED,  
55-3-101, TITLE TO THE MOTOR VEHICLE DESCRIBED  
ABOVE IS VESTED IN THE OWNER'S NAME HEREIN.  
THIS OFFICIAL CERTIFICATE OF TITLE IS ISSUED  
FOR SAID MOTOR VEHICLE.

4655396

RVF318101

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# **ANDERSON COUNTY GOVERNMENT PROPERTY DISPOSITION AND SURPLUS RECORD**

- Surplus property may be transferred to another Anderson County Department or be sold at internet auction after ensuring another Department does not want it.
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- The transfer of property to an Entity outside of Anderson County requires County Commission approval. The surplus of capital assets requires County Commission approval.
- This form is to be emailed to [Surplus@andersontn.org](mailto:Surplus@andersontn.org)

Sherry Sherff requests to surplus property as detailed below.  
(Department)

Brian L. L. L.  
Signature of Department Head/Elected Official

5-25-2023  
Date

Asset Tag # (N/A if no Tag).	Property Description & Condition, to include serial or VIN #
	<del>2012 Dodge Charger</del> <del>2C3LD43E51H877813</del> <del>Ran when parked</del> <del>Must be jump started</del> <del>\$400</del>
	2012 Dodge Charger 2C3DXAT1CH230539 Ran when parked. Must be jump started \$400

Attach photographs – the more the better. Attach additional sheet(s) as necessary.

## **Property Disposition Method (check and fill out applicable box)**

<input type="checkbox"/>	<b>Auction on GovDeals</b> Bid Starting Amount: _____
<input type="checkbox"/>	<b>Transfer Property</b> To: _____ (Department) Signature of Receiving Department Head/Elected Official _____ Date _____
<input type="checkbox"/>	<b>Trade In</b> Purchase Order Number of Trade in: _____
<input type="checkbox"/>	<b>Stolen or Lost</b> (Attach copy of Police Report)
<input type="checkbox"/>	<b>Property Destroyed</b> (Attach explanation)

Received by Purchasing Office (Date): _____	<b>Purchasing Office Use Only</b>
Deputy Purchasing Agent Signature: _____	Govdeals ID#: _____
	Date: _____
	Sale Amount: \$ _____
	Date removed from Asset Listing: _____

Inventory ID

Asset Number

Fair Market Value

Short Description

Year 2012Make DodgeModel ChargerVIN: 2C3CDXAT1CH230539Title Restriction ☐ Y ☒ NOdometer 183536☒ Miles ☐ KilometersOdometer Accurate ☒ Y ☐ N

## Long Description:

This Vehicle ☐ Starts ☒ Starts with a Boost & ☒ Runs/Driveable ☐ Engine Runs ☐ Does Not Run ☐ For Parts OnlyEngine- Type 5.7 L V8 ☒ Gas ☐ Diesel Engine ☐ Propane/Natural Gas ☐ Gas/Electric HybridEngine Condition: ☒ Runs ☒ Needs repair ☐ is in unknown conditionRepairs needed: BURNS OILThis vehicle was maintained every 5000 ☐ Days ☐ Hours ☒ MilesDate Removed From Service: 2-12-23 Maintenance Records: ☒ Available ☐ Not Available For InspectionTransmission: ☒ Automatic ☐ Manual Speed Condition: ☒ Operable ☐ Needs repair ☐ Is Unknown ConditionRepairs Needed: Nmc KnownDrivetrain: ☒ 2 Wheel Drive ☐ 4 Wheel Drive Condition: \_\_\_\_\_

## Exterior:

Color: WhiteWindows: ☒ No Cracked Glass ☐ CrackedMinor: ☐ Dents ☒ Scratches ☒ DingsTire Condition: GoodTread: 70% #Flat \_\_\_\_\_ Hubcaps # 4

Major Damage to: \_\_\_\_\_

Additional Damage: Front Bumper tornDecals: ☐ None ☐ Have Been Sprayed or ☒ Have been Removed & ☒ Impressions Remain ☐ No ImpressionsEmergency equip: ☐ None ☒ Has been removed & ☒ There are holes in the exterior ☐ There are no holes

## Interior:

Color: Black☒ Cloth ☐ Vinyl ☐ Leather

Damage to Seats: \_\_\_\_\_

Damage to Dash/Floor: \_\_\_\_\_

Radio: ☒ Stock or ☐ Brand & Model: \_\_\_\_\_☐ AM ☒ AM/FM ☐ AM/FM Cassette ☐ AM/FM CDAC (Condition: ☒ Cold ☐ Unknown) ☐ No ACAir Bags: ☒ Driver's Side ☐ Dual☐ Cruise Control ☒ Tilt Steering ☒ Remote Mirrors ☒ Climate ControlPower: ☒ Steering ☒ Windows ☒ Door Locks ☒ Seats

## Additional Equipment: \_\_\_\_\_

Manufacturer \_\_\_\_\_

Model \_\_\_\_\_

Serial # \_\_\_\_\_

☐ Tool Box ☐ Light Bar ☐ Ladder Rack ☐ Utility Body: Brand \_\_\_\_\_☐ Hitch. Type \_\_\_\_\_Location of Asset: 308 Public Safety Ln.

For more information contact: \_\_\_\_\_

Reminder: Do not close items on or surrounding a Holiday, on Friday nights, or Weekends. Stagger closing times by 10 minutes.

## 2012 Dodge Charger

VIN #2C3CDXAT1CH230539

# 1494

**Description:**

Mileage 183,536. The car was taken out of service on February 12, 2023. It will start, run, and is drivable with a jump-start. (Will need to be boosted on both the rear battery and front fuse area under the hood.) The air works and blows cold. The tires are in good shape and has about 70% of tread left. There is no spare, lug wrench or jack. Driver side air bag. The car contains Small dings and scratches and a small tear in the lower part of the front bumper. No broken glass. There are holes in the body from equipment removal. 5.7L V8, stock radio, cruise control, tilt steering, power mirrors, Power windows, Door locks, and power driver seat. The car burns oil, but did not seem to smoke or show residue on the rear bumper.

The car is being sold because it is no longer being used due to new car replacements. Car is being sold AS-IS.

////////////////////////////////////



VEHICLE IDENTIFICATION NUMBER

YEAR

MAKE

MODEL

BODY TYPE

TITLE NUMBER

2C3CDXAT1CH230539

2012

DODG

CPO

4D

96134238

ANDERSON COUNTY SHERIFFS DEPT  
% STE 400  
101 S MAIN ST  
CLINTON TN 37716

STATE OF TENNESSEE  
DEPARTMENT OF REVENUE

## STATE OF TENNESSEE

VERIFY THE AUTHENTICITY OF THIS MULTI-TONE DOCUMENT. BACKGROUND AREA CHANGES COLOR GRADUALLY FROM TOP TO BOTTOM.

## CERTIFICATE OF TITLE

VEHICLE IDENTIFICATION NUMBER

YEAR

MAKE

MODEL

BODY TYPE

TITLE NUMBER

2C3CDXAT1CH230539

2012

DODG

CPO

4D

96134238

NEW USED DEMO

PREVIOUS TITLE NO

PREV STATE

SALES OR USE TAX

CO

ODOMETER

X

TCH86340

MO

1

53874

DATE TITLE ISSUED

07-16-2015

REMARKS

DATE VEHICLE ACQUIRED

06-17-2015

ACTUAL MILEAGE

ANDERSON COUNTY SHERIFFS DEPT  
% STE 400  
101 S MAIN ST  
CLINTON TN 37716

SATISFACTORY PROOF OF OWNERSHIP HAVING BEEN  
SUBMITTED UNDER TENNESSEE CODE ANNOTATED,  
55-3-101, TITLE TO THE MOTOR VEHICLE DESCRIBED  
ABOVE IS VESTED IN THE OWNER'S NAME HEREIN.  
THIS OFFICIAL CERTIFICATE OF TITLE IS ISSUED  
FOR SAID MOTOR VEHICLE.



2C3CDXAT1CH230539



96134238



22265719

2 2 2 6 5 7 1 9

RV-F1318101 REV 12/14

THE ORIGINAL DOCUMENT HAS A WHITE REFLECTIVE WATERMARK ON THE BACK. HOLD AT AN ANGLE TO SEE THE MARK.

STATE OF TENNESSEE

## ANDERSON COUNTY GOVERNMENT PROPERTY DISPOSITION AND SURPLUS RECORD

- Surplus property may be transferred to another Anderson County Department or be sold at internet auction after ensuring another Department does not want it.
- The IT Department will manage the disposition of hard drives.
- The Vehicle Inspection Form is required to sell vehicles. The Purchasing Office will obtain available service records from the Fleet Services Department.
- The transfer of property to an Entity outside of Anderson County requires County Commission approval. The surplus of capital assets requires County Commission approval.
- This form is to be emailed to [Surplus@andersontn.org](mailto:Surplus@andersontn.org)

\_\_\_\_\_ School Nutrition, ACS\_\_ requests to surplus property as detailed below.  
(Department)

\_\_\_\_\_  
Signature of Department Head/Elected Official

\_\_\_\_\_  
Date

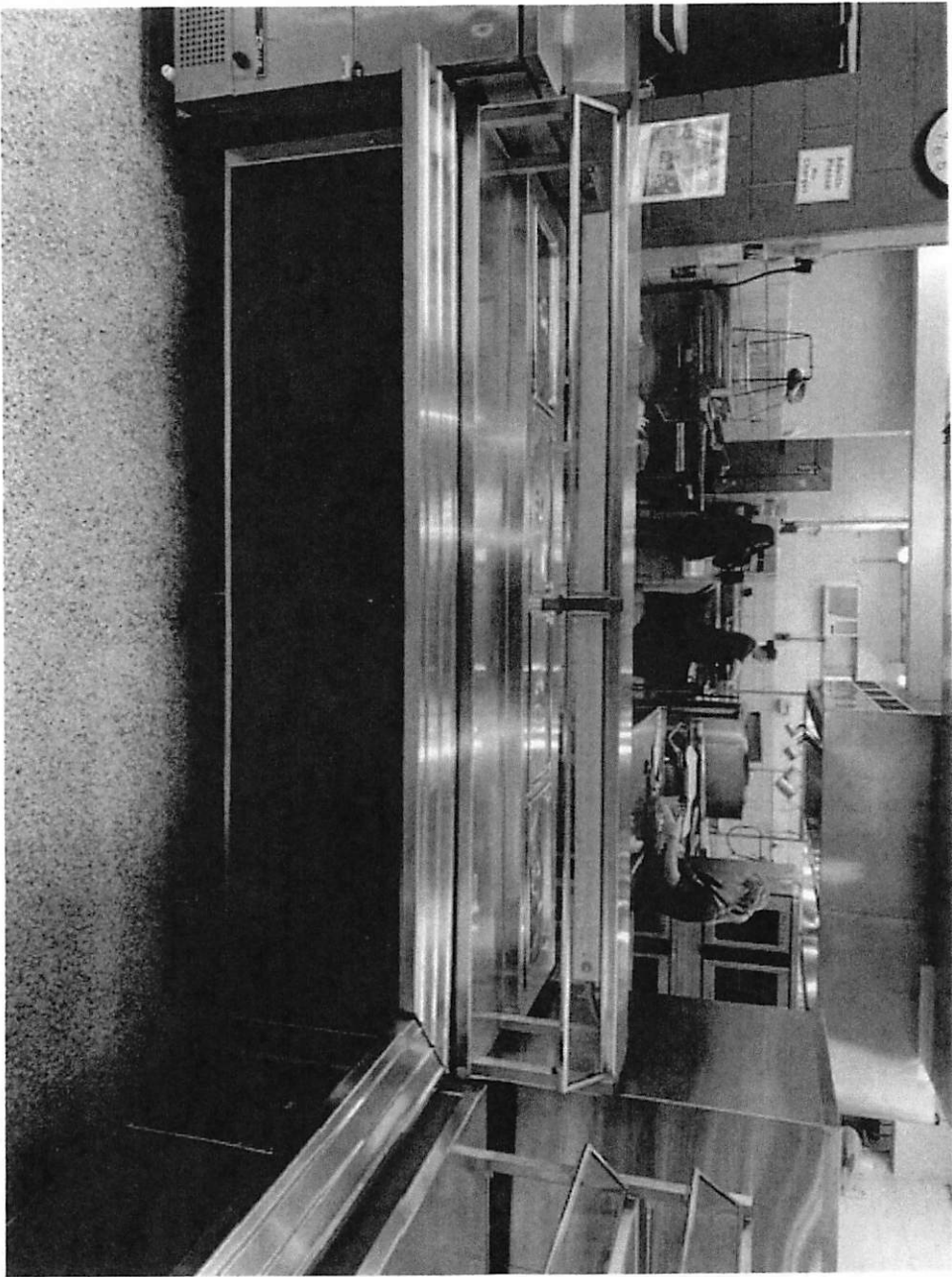
Asset Tag # (N/A if no Tag).	Property Description & Condition, to include serial or VIN #
	<b>Serving Line for Middle School Cafeteria—Norris Middle—5 Norris Square, Norris, TN 37828 Powdercoat Stainless in great condition, hot units leak, refrigerated does not work. This is an all or nothing purchase and all items must go in first load. No one will be at the site to help load items, they will only assist in the directional for what to pick up. No loading dock available, but no steps or impediments to loading.</b>
S012619	#1 93" 4 pan hot well Delfield SH-4-NU S#104090502M 120/208-230 V, HZ 60, Single Phase, 33.3 Amp
S012618	#2 mirror image of #1 S# 104090501M
	Both of these units have tray slides on customer side only
S012620	110" Frost Top counter, 1 sheet pan size, S# 104090503M 2 tier Delfield SCFT36-NU 115V, HZ 60, Single Phase, 7.0Amp
S012621	Tray Slide, both sides
	Double Sided Cashier Stand, tray slides both sides S# 104090505M, Delfield SCS36 120V, HZ60, 20Amp

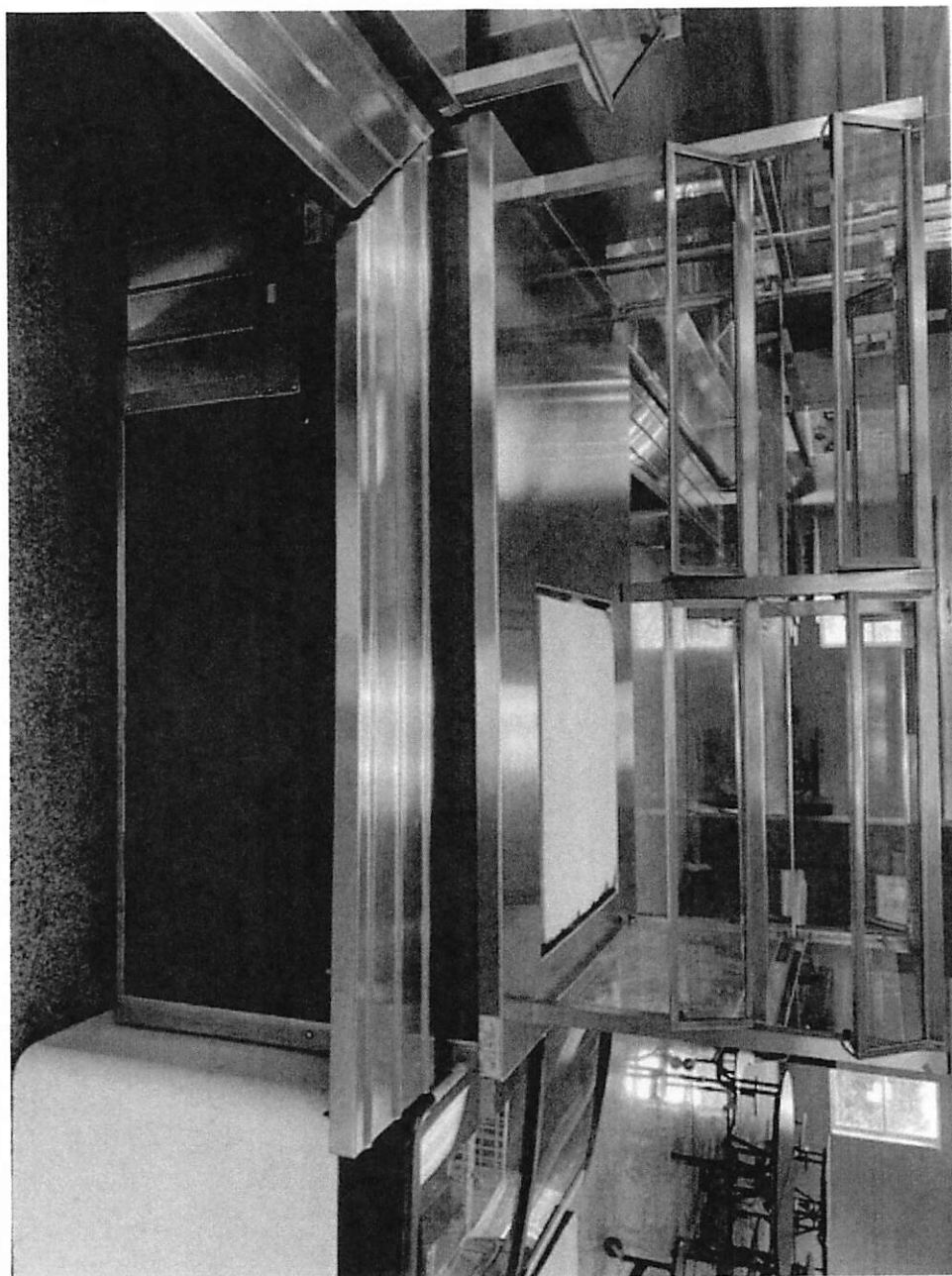
Attach photographs – the more the better. Attach additional sheet(s) as necessary.

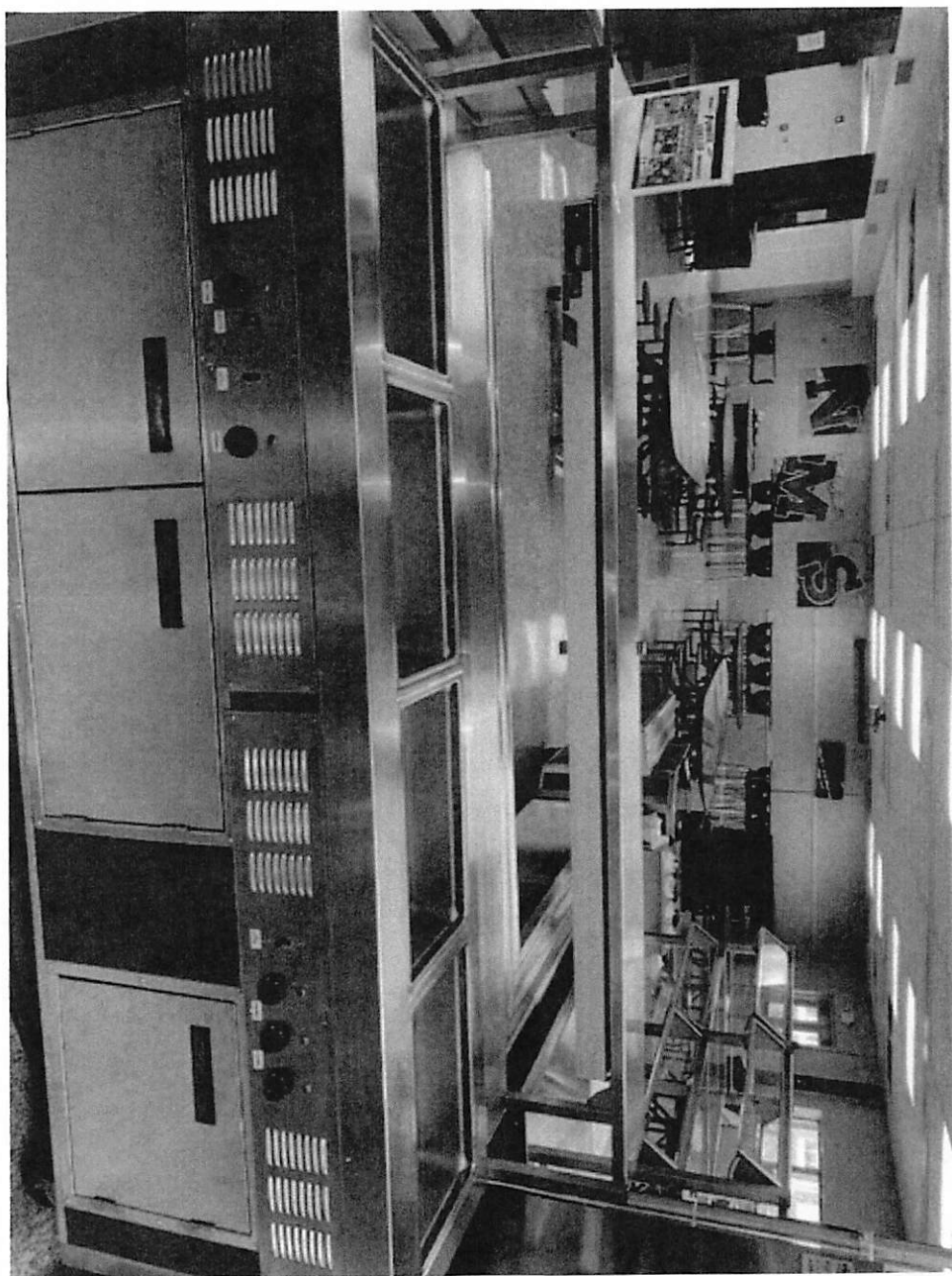
### Property Disposition Method (check and fill out applicable box)

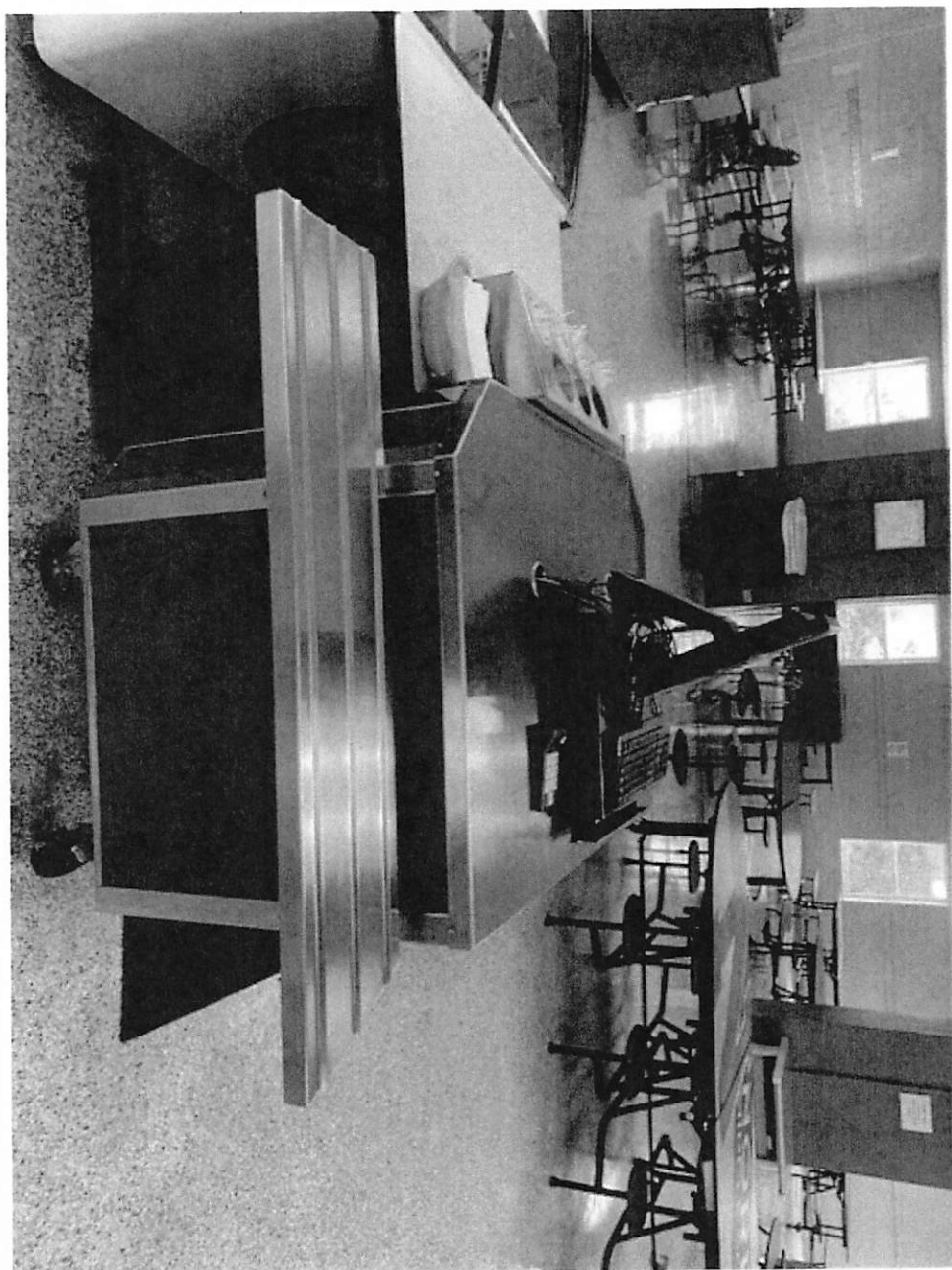
	<b>Auction on GovDeals</b> Bid Starting Amount: <u>          \$300.00          </u>
	<b>Transfer Property</b> To: _____ (Department)  <div style="display: flex; justify-content: space-between;"> <span>Signature of Receiving Department Head/Elected Official</span> <span>Date</span> </div>
	<b>Trade In</b> Purchase Order Number of Trade in: _____
	<b>Stolen or Lost</b> (Attach copy of Police Report)
	<b>Property Destroyed</b> (Attach explanation)

Received by Purchasing Office (Date): _____  Deputy Purchasing Agent Signature: _____	<b>Purchasing Office Use Only</b> Govdeals ID#: _____ Date: _____ Sale Amount: \$ _____ Date removed from Asset Listing: _____
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## Katherine Ajmeri

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**From:** Jay Yeager <jyeager@aclawdirector.com>  
**Sent:** Wednesday, May 24, 2023 11:31 AM  
**To:** Katherine Ajmeri; Robby Holbrook  
**Subject:** External: Purchasing Committee Agenda

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

Katherine:

Can you add the following to the Purchasing Committee Agenda?

Surplus real estate on Hwy. 25W inside the City of Rocky Top.

Thanks,  
Jay

NOTE: This email may contain PRIVILEGED and CONFIDENTIAL INFORMATION and is intended only for the use of the specific individual(s) to which it is addressed. You are hereby notified that any unauthorized use, dissemination or copying of this email or the information contained in it or attached to it is strictly prohibited. If you received this email in error, please immediately notify the person named above by reply mail and delete this email message immediately.

## Katherine Ajmeri

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**From:** Jay Yeager <jyeager@aclawdirector.com>  
**Sent:** Tuesday, June 6, 2023 2:54 PM  
**To:** Katherine Ajmeri; Commissioner Tyler Mayes  
**Cc:** Robby Holbrook; Tim Isbel  
**Subject:** External: Re: Purchasing Agenda

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

Yes, but the area Commissioner Mayes is speaking about is badly cut up and some of the property is in the name of the school system and the old health department. The other issue is the possibility of land locking the property with no Ingres/ egress. I'll pull the maps and let you know more about the feasibility of a transfer. Commissioner Mayes is correct that the property is worth more with the building gone. We can certainly demolish the building and surplus the real estate if that's what Commission decides to do. Thanks,  
Jay

---

**From:** Katherine Ajmeri <kajmeri@andersoncountyttn.gov>  
**Sent:** Tuesday, June 6, 2023 2:44:55 PM  
**To:** Commissioner Tyler Mayes <tmayes@andersoncountyttn.gov>; Jay Yeager <jyeager@aclawdirector.com>  
**Cc:** Robby Holbrook <rholbrook@andersoncountyttn.gov>; Tim Isbel <isbelt@ymail.com>  
**Subject:** RE: Purchasing Agenda

Hi Jay.

Can part of a parcel be sold or what would be needed to sell part of a parcel?

Thank you, Katherine

**From:** Commissioner Tyler Mayes  
**Sent:** Tuesday, June 6, 2023 1:48 PM  
**To:** Katherine Ajmeri <kajmeri@andersoncountyttn.gov>  
**Cc:** Robby Holbrook <rholbrook@andersoncountyttn.gov>; Tim Isbel <isbelt@ymail.com>  
**Subject:** Re: Purchasing Agenda

The building and property are owned by Anderson County. That facility, itself, was used by the Sheriff's Department, but I'm not sure if the building would be considered their asset or the County as a whole. I just looked at the map and am curious of how many buildings are located on that one parcel.

My intent to place it in surplus status, if multiple buildings are on that parcel...does that present a problem?

## H. Tyler Mayes

*Anderson County Commissioner*

District 1- Brushy Valley, Bull Run & Claxton

(c) 865-809-5676

(e) [tmayes@andersoncountyttn.gov](mailto:tmayes@andersoncountyttn.gov)

For additional information click here [Anderson County Commission](#).

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**From:** Katherine Ajmeri <[kajmeri@andersoncountyttn.gov](mailto:kajmeri@andersoncountyttn.gov)>  
**Sent:** Tuesday, June 6, 2023 1:43 PM  
**To:** Commissioner Tyler Mayes <[tmayes@andersoncountyttn.gov](mailto:tmayes@andersoncountyttn.gov)>  
**Cc:** Robby Holbrook <[rholbrook@andersoncountyttn.gov](mailto:rholbrook@andersoncountyttn.gov)>; Tim Isbel <[isbelt@ymail.com](mailto:isbelt@ymail.com)>  
**Subject:** RE: Purchasing Agenda

Hello Commissioner Mayes!

I think a motion could be made to demolish the building in order to sell the land, if that is the intent. Does the land belong to the Sheriff's Department? I would need to have the Sheriff or his designee fill out the surplus paperwork with a recommended starting bid for an auction.

Thank you, Katherine

**From:** Commissioner Tyler Mayes  
**Sent:** Tuesday, June 6, 2023 1:39 PM  
**To:** Katherine Ajmeri <[kajmeri@andersoncountyttn.gov](mailto:kajmeri@andersoncountyttn.gov)>  
**Cc:** Robby Holbrook <[rholbrook@andersoncountyttn.gov](mailto:rholbrook@andersoncountyttn.gov)>; Tim Isbel <[isbelt@ymail.com](mailto:isbelt@ymail.com)>  
**Subject:** Purchasing Agenda

Hey Katherine!

I hope you are doing well.

I would like to add to the purchasing agenda a discussion about placing the old drug evidence building in surplus. I'm not sure the actual address, but it is the dilapidated building near ASAP of Anderson and EMA. I do have a question first...

Is the County able to work/begin the demolition process on property while it is in surplus? I ask because I imagine the property is far more valuable with the building gone than it is with it still standing.

I look forward to hearing from you!

**H. Tyler Mayes**

*Anderson County Commissioner*

District 1- Brushy Valley, Bull Run & Claxton

(c) 865-809-5676

(e) [tmayes@andersoncountyttn.gov](mailto:tmayes@andersoncountyttn.gov)

For additional information click here [Anderson County Commission](#).

## Katherine Ajmeri

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**From:** Jason Deel <jd@jdsauctions.com>  
**Sent:** Friday, May 26, 2023 2:52 PM  
**To:** Katherine Ajmeri; Robby Holbrook; Natalie Deel  
**Cc:** bpounds97@gmail.com  
**Subject:** External: RE: External: Purchaser of visitor center.

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

Hi Katherine,  
Yes the bid price yesterday was \$642,500

Here is the contracted price break down

Bid \$642,500 + (10%BP \$64,250) Total = \$706,750

County will receive \$642,500 + (5% \$32,125) Total = \$674,625.

There was another Agent representing the buyer so he will receive compensation from the 5% that JD's collected.

That's an expense that Natalie will send to the closing company.

JD

---

**From:** Katherine Ajmeri <kajmeri@andersoncountyttn.gov>  
**Sent:** Friday, May 26, 2023 8:02 AM  
**To:** Robby Holbrook <rhobrook@andersoncountyttn.gov>; Jason Deel <jd@jdsauctions.com>; Natalie Deel <natalie@jdsauctions.com>  
**Cc:** bpounds97@gmail.com  
**Subject:** RE: External: Purchaser of visitor center.

Hi JD & Natalie.

If you're able to share any information with Ben please do so. Also, would you please confirm the amount it sold for? I think Stephanie told me \$642,000?

Thank you!  
Katherine Ajmeri  
Anderson County Deputy Purchasing Agent  
865-463-6841  
[kajmeri@andersoncountyttn.gov](mailto:kajmeri@andersoncountyttn.gov)

**From:** B. Pounds <[bpounds97@gmail.com](mailto:bpounds97@gmail.com)>  
**Sent:** Thursday, May 25, 2023 5:57:47 PM  
**To:** Robby Holbrook <[rholbrook@andersoncountyttn.gov](mailto:rholbrook@andersoncountyttn.gov)>  
**Subject:** External: Purchaser of visitor center.

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

Hi,

I was curious about if you knew the person or entity who made the winning bid for the visitor center and whether you know their plans.

Thanks,

Benjamin Pounds  
Clinton Courier News  
(865)441-2317  
[bpounds97@gmail.com](mailto:bpounds97@gmail.com)

23-0110

## HEALTHCARE SERVICE AGREEMENT (Transportation Services)

This Health Care Services Agreement ("Agreement") is by and **between DIVERSICARE** and **ANDERSON COUNTY EMS** ("Contractor"). Any notices or other communications required, or permitted to be given pursuant to this Agreement shall be sent to the parties at the addresses set forth on the signature page to this Agreement.

1. **Term.** This Agreement shall commence on June 1, 2022 and shall expire on June 30 2025, unless earlier terminated as provided herein. In the event this Agreement is terminated prior to one year from the commencement date, the parties shall not enter into a substantially similar agreement until the expiration of at least one (1) year following the commencement date.
2. **Services and Compensation** Contractor shall provide the services to Facility and its residence ( the "Services" ), and shall receive compensation for those Services, as set forth on Exhibit A attached hereto and incorporated herein by reference.
3. **Payment.** In the event Facility is required by the compensation provisions, set forth in Exhibit A to pay Contractor directly for the Services, Facility shall pay Contractor within forty-five (45) days of receipt by Facility of Contractor's accurate and complete invoice containing all documentation required by Facility including a line item list of all Services provided by Contractor for each resident to include HCPCS or other applicable coding, services date (s), quantities and charges. Invoices submitted later than one hundred twenty (120) days following the date the Service was provided shall be deemed untimely, and Facility shall not be required to pay Contractor for such Services.
4. **Termination.** This Agreement may be terminated as follows:
  - a. **Without Cause.** Either party shall have the right to terminate this Agreement in the event of the other party's breach of this Agreement by providing at least thirty (30) days written notice to the other party.
  - b. **Breach.** Either party shall have the right to terminate this Agreement in the event of the other party's breach of this Agreement by providing at least thirty (30) days written notice of the other party. Any such notice shall specify the cause upon which it is based. The violating party shall have the thirty (30) day notice period in which to rectify the cause specified in the notice of termination, or if such cause is not rectified to the satisfaction of the non-breaching party within such thirty (30) day period, This Agreement shall thereupon automatically terminate.
  - c. **Material Change.** To the extent that changes in laws, regulations, or the method of amount of reimbursement require the restructuring of the relationship between the parties established by this Agreement, the parties shall negotiate in good faith to amend this Agreement and otherwise restructure their relationship in order to effectuate their mutually agreed upon purposes. If the parties are unable to resolve the matter within their (30) days, either party may, at its option, immediately terminate this Agreement.
  - d. **Immediate Termination.** Facility may immediately terminate this Agreement upon the occurrence of any of the following events: (i) loss of suspension of any license of

23-0110

Contractor required for the provision of the Services pursuant to this Agreement or the imposition of any sanction against Contractor under federal or state fraud and abuse laws and regulations or any other federal or state laws or regulations relating to contractor's participation in the Medicare or state Medicaid programs; (ii) appointment of a receiver for Contractor's assets, an assignment by Contractor for the benefit of its creditors or any relief taken or suffered by Contractor under any bankruptcy or insolvency act; or (iii) any jeopardy to the health or safety of residents of the facility.

- e. **Automatic Termination.** This Agreement shall automatically terminate in the event either party is excluded from participation in any federally funded health care program including Medicare or Medicaid as of the effective date of such exclusion.

5. **General Terms and Conditions.** The General Terms and Conditions set forth on Exhibit B attached hereto are incorporated herein by reference as through fully set forth herein. Facility and Contractor shall comply with the General Terms and Conditions as part of this Agreement.
6. **Entire Agreement.** This Agreement, including the Exhibits attached hereto and referenced herein, contains the sole and entire agreement between the parties regarding the subject matter hereof and supersedes all prior written or oral agreement between the parties. The Agreement will not be construed in favor of or against any party by reason of the extent of which any party participated in the preparation of the Agreement. If either party has made any change to the other party on notice of the change, the change shall not become part of the Agreement.

**IN WITNESS WHEREOF,** the parties by the duly authorized representative have entered into this Agreement

As of the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

**FACILITY:**

Diversicare

By: \_\_\_\_\_  
Executive Director

Accepted By: \_\_\_\_\_  
Director of Operations

Address for Notices  
100 Elmhurst  
Oak Ridge, TN 37830

COPY TO Diversicare

**CONTRACTOR:**

Anderson County EMS

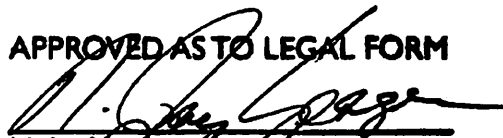
BY: \_\_\_\_\_

Name \_\_\_\_\_

Title: \_\_\_\_\_

Address for Notices  
314 Public Safety Lane  
Clinton, TN 37716  
Attn: Nathan Sweet, Director

**APPROVED AS TO LEGAL FORM**

  
N. Jay Yeager  
Anderson County Law Director

**Exhibit A****Transportation Services and Compensation**

**1. Services.** Contractor shall provide, on a non-exclusive basis, emergency and non-emergency medical transportation services to Facility's residents twenty-four (24) hours a day, seven (7) days a week. Contractor shall provide the Services promptly and in accordance with the medical needs of the resident. Facility shall abide by the Anderson County resolution governing ambulance services.

a. For all scheduled requests for Services, Contractor agrees to have its driver arrive at the patient's designated pick-up location promptly at the scheduled time. For all unscheduled requests for non-emergency Services, Contractor agrees to have its driver arrive at the patient's designated pick-up location as promptly as possible and, in any event, no later than one (1) hour after the unscheduled request has been made. Emergency Services will be provided as promptly as possible in accordance with applicable legal and regulatory standards.

b. Contractor shall provide a telephone number for Facility to initiate transportation requests for Services and, upon receiving such a request from Facility, Contractor will use its dispatcher to arrange for the timely provision of Services as required under the terms of this Agreement.

c. Contractor shall use Contractor's own equipment and/or supplies in the performance of the Services. Contractor shall use appropriately licensed and/or certified vehicles and equipment to provide the Services hereunder and shall keep such vehicles and its equipment and supplies in good order, condition, and repair pursuant to applicable legal and regulatory requirements. Contractor will maintain, and provide to Facility upon request, written service records for all servicing of the vehicle(s) used by Contractor to provide Services under the terms of this Agreement.

d. Contractor shall file a written report and provide documentation to Facility with respect to any known injuries occurring to residents during transport (falls, etc.), indicating the type of injury, the place and time that the injury occurred, and any other information requested by Facility.

**2. Compensation.**

a. *Consolidated Billing Services.* "Consolidated Billing Services" shall mean and include those Services provided to residents during the course of a stay in the Facility which is covered under Medicare Part A, except as otherwise provided in 42 U.S.C. § 1395yy, 42 C.F.R. § 411.15, applicable CMS Program Memoranda and Transmittals, or the Skilled Nursing Facility Provider and Supplier Coding Files, as published and amended or updated by CMS.

i. Facility shall compensate Contractor for any Consolidated Billing Services provided to Facility residents at 100% Medicare Fee Schedule for ambulance services to Medicare patients.

ii. Contractor's invoice for Consolidated Billing Services shall include accurate and complete documentation of each Service provided, including an itemized list of Services performed for each resident, HCPCS or other applicable coding, Service date(s), and applicable charges.

iii. Contractor shall provide additional documentation regarding Consolidated Billing Services, as reasonably requested by Facility. Contractor shall have the right, upon request, to audit Contractor's charges for Consolidated Billing Services.

iv. In the event Contractor receives payment from Facility for a Consolidated Billing Service, and payment for the Service is later disallowed or recouped by Medicare, Contractor shall repay to Facility such amounts to the extent that such disallowance or recoupment resulted from the acts, errors or omissions of Contractor. At its option, Facility may either offset the amounts disallowed or recouped from any future payments due to Contractor hereunder or may require Contractor to repay such amounts immediately upon Facility's request.

23-0110

b. *Direct Bill Services.* Contractor shall invoice the resident, the resident's responsible party, Medicare, Medicaid, a managed care organization or any other third party reimbursement source (collectively referred to as the "Appropriate Payor") for all Services to residents other than Consolidated Billing Services ("Direct Bill Services") at rates not to exceed Contractor's usual charge for Services and in accordance with applicable requirements of federal and state laws and regulations. Contractor agrees to accept payments from such Appropriate Payors as payment in full for Direct Bill Services rendered under this Agreement. Contractor shall not bill Facility for Direct Bill Services, and Facility shall have no obligation to compensate Contractor for such Services.

**Exhibit B****General Terms and Conditions**

**1. Incorporation by Reference.** These General Terms and Conditions are incorporated by reference into the Agreement to which they are attached. Capitalized terms not defined herein shall have the meaning set forth in the Agreement.

**2. Licenses, Permits and Accreditations.** The Facility, in accordance with applicable law, is responsible for obtaining Services that meet professional standards and principles that apply to professionals providing such Services in the Facility and for the timeliness of the Services. Accordingly, Contractor hereby represents and warrants to the Facility that Contractor and each of its employees, agents and subcontractors who perform Services on behalf of Contractor pursuant to this Agreement (the "Contractor Personnel"): (a) are, and will remain at all times throughout the term of this Agreement, authorized to participate in the Medicare and state Medicaid programs and shall comply with all conditions of participation or other requirements applicable to participation in such programs; (b) have, and will maintain at all times throughout the term of this Agreement, all the necessary qualifications, certifications, licenses and/or accreditations required by federal, state and local laws and regulations to provide the Services covered by this Agreement, including but not limited to state and federal DOT regulations applicable to operations of commercial vehicles providing healthcare transportation (collectively, "Contractor Licenses"); (c) will provide the Services in accordance with the professional standards and principles applicable to their profession; and (d) are not, and at no time have been, excluded from participation in any federally funded health care program, including Medicare or Medicaid, or sanctioned under any applicable state or federal fraud and abuse statutes. Contractor will provide Facility with a copy of the Contractor Licenses upon request. Contractor shall provide prompt written notice to the Facility of any changes in the Contractor Licenses, including any temporary or permanent suspension or revocation of any Contractor License, or any sanction or proposed sanction or exclusion against Contractor, or any officer, director or owner of Contractor, in connection with participation in any federally funded health care program.

**3. Compliance.** Contractor shall provide, and shall ensure that the Contractor Personnel provide, the Services to Facility's residents in accordance with (a) all applicable requirements of federal, state or local laws, rules and/or regulations, including official interpretations of those requirements by the entities charged with implementing and enforcing them, including, without limitation, nondiscrimination on the basis of race, color, national origin, handicap, age, or other protected class; (b) accepted professional standards of practice; and (c) all Facility policies and procedures and any revisions thereto that are applicable to the provision of Services to Facility residents, copies of which shall be provided to Contractor. Contractor shall participate, as reasonably requested, in quality monitoring programs established by Facility. If applicable, vendor agrees to comply with the provisions of paragraphs 1 through 7 of 41 C.F.R. Section 60-1.4(a); the affirmative action for disabled workers clauses set forth in 41 C.F.R. Section 60-741.5(a); and the affirmative action for veterans clauses set forth in 41 C.F.R. Section 60-250.4, which are incorporated by reference herein.

**4. Corporate Compliance Program.**

a. Contractor acknowledges Facility's Corporate Compliance Program and receipt of Facility's Code of Conduct, including its mechanism for reporting suspected fraud, abuse or other illegal or unethical activities (Hotline (800) 572-9981). If Contractor has its own compliance program, Contractor represents and warrants that the Contractor Personnel who provide billing services or patient care services with respect to federal health care program beneficiaries at Facility shall read and understand Contractor's integrity brochure, which includes its standards of conduct, prior to commencement of Services under this Agreement. To the extent that Contractor's standards of conduct and integrity program differ in any material respect affecting ethical conduct from the compliance information and requirements contained in the Facility's Code of Conduct, Contractor shall inform the Contractor Personnel of such additional information and requirements and that Facility has a mechanism for reporting misconduct. Contractor agrees to obtain and retain a signed certification from each of the Contractor Personnel providing Services to the Facility that they have received, read and understand Contractor's integrity program, including its standards of conduct and any additional information provided by Contractor's Compliance Officer relating to Facility's Code of Conduct and agree to abide by such requirements therein. Such certification shall be obtained prior to commencement of Services under this Agreement, shall be maintained by Contractor and shall be made available for review by Facility or Facility's agents upon reasonable request.

b. If Contractor does not maintain a compliance program Contractor represents and warrants that each of the Contractor Personnel who provide billing services or patient care services with respect to federal health care program beneficiaries at Facility shall read and review Facility's Code of Conduct prior to commencement of Services under this Agreement. Contractor agrees to obtain and retain a signed certification from each of the Contractor Personnel providing Services to the Facility that they have received, read and understand Facility's Code of Conduct and agree to abide by the requirements of Facility's Corporate Compliance Program. Such certification shall be obtained prior to commencement of Services under this Agreement, shall be maintained by Contractor and shall be made available for review by Facility or Facility's agents upon reasonable request.

**5. Patient Records.** Facility and Contractor shall each prepare and maintain records concerning Facility's residents receiving Services under this Agreement, in accordance with applicable federal and state laws, regulations and program guidelines. Contractor shall provide to Facility documentation of the Services provided to, and any other relevant information regarding Contractor's contact with, Facility residents hereunder. If the Services are provided on the Facility premises, such documentation shall be made in the residents' medical record or chart, which shall be and remain the property of the Facility. If the Services are provided off of the Facility premises, such documentation shall be on the forms and in the format required by Facility policies and procedures in accordance with applicable laws, regulations and program guidelines. Contractor hereby agrees to maintain the confidentiality of all information and records relating to Facility's residents which it acquires in the course of performing the Services and to assure that such confidentiality is maintained by each of the Contractor Personnel providing Services pursuant to this Agreement.

**6. HIPAA Compliance.** See Exhibit C.

**7. Record Retention Requirements.**

a. All records created by Contractor in connection with the provision of Services pursuant to this Agreement, including patient records and records related to billing and payment, shall be retained by Facility and Contractor for a period of seven (7) years from the date the Service was provided or such greater time period as may be required by applicable law. Facility shall be permitted to inspect and/or duplicate any patient record, chart or other record of Contractor relating to the provision of Services hereunder by Contractor for any business purpose, including, without limitation, determining Contractor's compliance with the terms of this Agreement; ensuring safe, dependable and efficient patient care; satisfying Facility's obligations to any patient; or defending any allegation of malpractice or other liability against Facility.

b. To the extent the value or cost of Services furnished under this Agreement is \$10,000 or more over a twelve month period, then Contractor, for a period of four (4) years after the furnishing of such Services, shall retain and shall make available upon written request by the Secretary of the Department of Health and Human Services, the Comptroller General, or their authorized representatives, a copy of this Agreement and all books, documents and records that are necessary to certify the nature and extent of the costs incurred by Facility under this Agreement. Contractor further agrees that in the event Contractor carries out any of its duties under this Agreement through a permitted subcontract with a related organization with a value or cost of \$10,000 or more over a twelve month period, such subcontract shall contain a provision requiring the related organization, for a period of four (4) years after the furnishing of such Services, to retain and to make available upon written request by the Secretary of the Department of Health and Human Services, the Comptroller General, or their authorized representatives, a copy of such subcontract and all books, documents and records of such organization that are necessary to verify the nature and extent of such costs. Contractor agrees to notify the Facility promptly of the nature and scope of any governmental request for access to books and records related to this Agreement and to provide to the Facility, or make available, copies of any books, records or documents proposed to be provided. Any disclosure under this paragraph shall not be construed as a waiver of any other legal rights to which such party may be entitled.

c. This Section shall survive the expiration or termination of this Agreement.

**8. Insurance.** Contractor shall, at its sole cost and expense, procure, keep and maintain throughout the term of this Agreement, insurance coverage in the minimum amount of one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) annual aggregate, for professional liability, negligence, errors and omissions, and commercial general liability and applicable state statutory limits for workers compensation. In addition, contractor shall maintain commercial auto liability insurance with limits of at least three million dollars (\$3,000,000) combined

single limit and such insurance shall include a minimum of \$5,000 in medical payment coverage. Said insurance policies shall cover all services Contractor, its directors, officers, employees, agents and/or contractors provide. Contractor shall provide Facility with evidence of such insurance promptly upon request. In the event Contractor procures a "claims made" policy to meet the insurance requirements herein, Contractor agrees to purchase "tail" coverage upon the termination of any such policy providing for an indefinite reporting period.

**9. Indemnification.** Each party shall indemnify, defend, and hold the other party harmless from and against any and all losses, claims, suits, damages, liabilities and expenses (including, without limitation, reasonable attorneys' fees) of any nature or kind whatsoever arising out of or resulting from, directly or indirectly: (a) a party's breach of this Agreement, including, without limitation, breach of any representation, warranty, or covenant of such party in this Agreement; and (b) any alleged negligent or intentional acts or omissions of a party, its agents or employees, based upon, arising out of or attributable to the performance or non-performance of their respective obligations under this Agreement. Upon notice, the other party shall resist and defend, at its own expense, any such claim or action. Said indemnity is in addition to any other rights the indemnified party may have against the indemnifying party. This Section shall survive the expiration or termination of this Agreement.

**10. Independent Contractor.** Nothing contained herein or any document executed in connection herewith shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent, employer and employee, partnership, or joint venture between the parties. Each party hereby acknowledges that neither it nor its Agents shall have any right or entitlement in or to any of the unemployment, workers compensation, health, pension, retirement, or other benefit programs now or hereafter available to the other party's employees.

~~**11. Arbitration.** Any dispute or controversy arising under this Agreement or any amendment hereof or the breach hereof shall be settled by arbitration in the county in which the Facility is located, in accordance with the rules of the American Health Lawyers Association Alternative Dispute Resolution Service and applying the laws of the State in which the Facility is located. Any award rendered by the arbitrator shall be final and binding upon each of the parties, and judgment thereof may be entered in any court having jurisdiction. During the pendency of any such arbitration and until final judgment thereon has been entered, this Agreement shall remain in full force and effect unless otherwise terminated as provided in this Agreement. Notwithstanding anything to the contrary in this Section, any party may seek a temporary restraining order or other interim injunctive or provisional relief from a court of proper jurisdiction without first resorting to the arbitration procedures set forth in this Section. If any such relief is obtained the arbitrator(s) shall address the continuance, modification or termination of such relief in the order and the parties agree to abide by the arbitrator's decision regarding such relief. This Section shall survive the expiration or termination of this Agreement.~~

No Arbitration

**12. Cumulation of Remedies; No Waiver.** The various rights, options, elections, powers, and remedies of the respective parties as provided in this Agreement are in addition to any others that said parties may be entitled to by law, shall be construed as cumulative, and no one of them is exclusive of any of the others, or of any right or priority allowed by law. The failure of a party to exercise any of its rights or to give any notice with respect to any default by the other party or otherwise to insist upon the strict performance of the other party's obligations hereunder shall not be deemed a waiver of such party's right with respect thereto in the future.

**13. Attorney's Fees.** If Contractor or Facility brings any action to interpret or enforce this Agreement, or for damages for any alleged breach hereof, whether by arbitration or otherwise, the prevailing party in any such action shall be entitled to reasonable attorneys' fees and costs as awarded by the arbitrator in addition to all other recovery, damages and costs. This Section shall survive the expiration or termination of this Agreement.

**14. Governing Law; Statutory References.** This Agreement shall be governed by and construed in accordance with the laws of the State in which the Facility is located, without regard to the conflict of laws rules of such State. Any reference in this Agreement to any statute, regulation, ruling, or administrative order or decree shall include and be a reference to any successor statute, regulation ruling, or administrative order or decree.

**15. Force Majeure.** Neither party hereto shall be liable for any delay or failure in the performance of any obligation under this Agreement or for any loss or damage (including indirect or consequential damage) to the extent that such nonperformance, delay, loss or damage results from any contingency which is beyond the control of such party, provided such contingency is not caused by the fault or negligence of such party. A contingency for the

purposes of this Agreement shall include Acts of God, fires, floods, earthquakes, explosions, storms, wars, hostilities, blockades, public disorders, quarantine restrictions, embargoes, and compliance with any law, order or control of, or insistence by any governmental or military authority.

**16. Confidentiality.** The parties hereto shall hold in confidence the information contained in this Agreement or other information about a party, and each of them hereby acknowledges and agrees that all information related to this Agreement or other information about a party, not otherwise known to the public, is confidential and proprietary and is not to be disclosed to third persons without the prior written consent of each of the parties except (a) to the extent necessary to comply with any law, rule or regulation, including, without limitation, any rule or regulation promulgated by the SEC, or the valid order of any governmental agency or any court of competent jurisdiction; (b) to its auditors and its attorneys as part of its normal reporting or review procedure; (c) to its insurance agent to the extent necessary to obtain appropriate insurance; or (d) as necessary to enforce its rights and perform its agreements and obligations under this Agreement. This Section shall survive the expiration or termination of this Agreement.

**17. Miscellaneous.** This Agreement may not be modified, amended or supplemented, nor may any term or condition be waived, except by an agreement in writing signed by both parties. Neither this Agreement nor any of the duties or obligations of Contractor hereunder shall be assigned or delegated by Contractor without prior written consent of Facility. Subject to the restrictions against transfer or assignment as herein set forth, the provisions of this Agreement shall inure to the benefit of, and shall be binding on, the heirs, assigns, successors, personal representatives, estates and legatees of each of the parties hereto. This Agreement shall constitute the entire agreement between the parties hereto with respect to the transactions contemplated hereby and shall supersede all prior or contemporaneous negotiations, understandings, and agreements. There are no representations, agreements, arrangements or understandings, oral or written, between or among the parties hereto relating to the subject matter of this Agreement that are not fully expressed herein. If any provision of this Agreement is found to be invalid or unenforceable by any court or other lawful forum, such provision shall be ineffective only to the extent that it is in contravention of applicable laws without invalidating the remaining provisions of this Agreement, unless such invalidity or unenforceability would defeat an essential business purpose of this Agreement.

**18. Survival.** Except as otherwise expressly provided in this Agreement, all covenants, agreements, representations and warranties, express and implied, shall survive expiration or termination of this Agreement.

**19. Signatures.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same agreement. Facsimile signatures shall be acceptable as originals. Any individual signing this Agreement on behalf of an entity hereby represents and warrants in his individual capacity that he has full authority to do so on behalf of such entity; provided, however, that Contractor acknowledges and agrees that this Agreement is not binding on the Facility until accepted by the Facility's Director of Operations as evidenced by his or her signature on the Agreement.

**Exhibit C****Business Associate Addendum**

Business Associate and Covered Entity are parties to a Services Agreement (the "Agreement"). For purposes of complying with the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996, as amended, and the regulations promulgated thereunder (collectively, "HIPAA") and the requirements of Subtitle D of the Health Information Technology for Economic and Clinical Health Act and the regulations promulgated thereunder (collectively, "HITECH"), if and only to the extent that Business Associate is acting as a business associate (as defined by HIPAA) of Covered Entity, the parties agree as follows:

1. **Definitions.** Capitalized terms used, but not otherwise defined in this Addendum, shall have the same meaning as those terms in the HIPAA regulations and HITECH, and the following capitalized terms shall be given the following meanings:

1.1. "Breach" means the acquisition, access, Use or Disclosure of PHI in a manner not permitted under the Privacy Rule that poses a significant risk of financial, reputational, or other harm to the Individual who is the subject of the PHI. Breach does not include: (a) Use or Disclosure of Protected Health Information (PHI) that does not include the identifiers listed at 45 C.F.R. § 164.514(e)(2), date of birth, and zip code; (b) any unintentional acquisition, access, or Use of PHI by a member of Business Associate's Workforce or a person acting under the authority of Business Associate, if such acquisition, access or Use was made in good faith and within the person's scope of authority and does not result in further Use or Disclosure in a manner not permitted under the Privacy Rule; (c) any inadvertent Disclosure by a person who is authorized to access PHI at Business Associate to another person authorized to access PHI at Business Associate, provided the information received as a result of such Disclosure is not further Used or Disclosed in a manner not permitted under the Privacy Rule; or (d) a Disclosure of PHI where Business Associate has a good faith belief that an unauthorized person to whom the Disclosure was made would not reasonably have been able to retain such information.

1.2. "Compliance Date" means, in each case, the date by which compliance is required under the referenced provision of HITECH.

1.3. "Disclose" and "Disclosure" mean, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Business Associate's internal operations or to other than its employees.

1.4. "HITECH" means the Health Information Technology for Economic and Clinical Health Act, enacted as part of the American Recovery and Reinvestment Act of 2009, Pub. Law No. 111-5, and any regulations promulgated thereunder. References in this Addendum to a section or subsection of title 42 of the United States Code are references to provisions of HITECH. Any reference to provisions of HITECH in this Addendum shall be deemed a reference to that provision and its existing and future implementing regulations, when and as each is effective.

1.5. "Privacy Rule" means the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R Part 160 and Part 164, Subparts A and E.

1.6. "Protected Health Information" or "PHI" means information, including demographic information that (a) relates to the past, present or future physical or mental health or condition of an individual, the provision of health care to an individual, or the past, present or future payment for the provision of health care to an individual; (b) identifies the individual (or for which there is a reasonable basis for believing that the information can be used to identify the individual); and (c) is received by Business Associate from or on behalf of Covered Entity, or is created by Business Associate for Covered Entity, or is made accessible to Business Associate by Covered Entity.

1.7. "Security Rule" means the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R Part 164, Subpart C.

1.8. "Unsecured Protected Health Information" or "Unsecured PHI" means Protected Health Information that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a

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technology or methodology specified by the Secretary in the guidance issued under section 13402(h)(2) of Public Law 111-5.

1.9. "Use" or "Uses" mean, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Protected Health Information within Business Associate's internal operations.

2. **Confidentiality Obligation.** Business Associate will not Use or Disclose PHI other than as permitted by the Agreement or this Addendum, or as Required by Law.

3. **Permitted Uses and Disclosures of PHI.** Business Associate shall Use or Disclose PHI only as necessary to perform services under the Agreement or as Required by Law, provided such Use or Disclosure would not: (i) violate the Privacy Rule, Security Rule, other applicable provisions of HIPAA or HITECH if done by Covered Entity; or (ii) violate the minimum necessary policies and procedures of Covered Entity.

4. **Safeguards.** Business Associate shall protect PHI from any improper oral or written disclosure by enacting and enforcing safeguards to maintain the security of and to prevent any Use or Disclosure of PHI other than is permitted by this Agreement. Such safeguards shall include administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any electronic PHI that it creates, receives, maintains, or transmits on behalf of Covered Entity. As of the Compliance Date for 42 U.S.C. § 17931, Business Associate shall comply with the Security Rule requirements set forth at 45 C.F.R §§ 164.308, 164.310, 164.312, and 164.316, as well as additional requirements of HITECH that relate to security and are applicable to Covered Entity. As of the Compliance Date for 42 U.S.C. § 17934, Business Associate shall also comply with the requirements of Subtitle D of HITECH that relate to privacy and are applicable to Covered Entity.

5. **Access and Amendment.** Upon the request of Covered Entity, Business Associate shall: (a) make the PHI specified by Covered Entity available to Covered Entity or to the Individual(s) identified by Covered Entity as being entitled to access in order to meet the requirements under 45 C.F.R. § 164.524 ; and (b) make PHI available to Covered Entity for the purpose of amendment and incorporate changes or amendments to PHI when notified to do so by Covered Entity.

6. **Accounting.** Upon Covered Entity's request, Business Associate shall provide to Covered Entity or, when directed in writing by Covered Entity, directly to an Individual in a time and manner specified by Covered Entity, an accounting of each Disclosure of PHI made by Business Associate or its employees, agents, representatives or subcontractors as would be necessary to permit Covered Entity to respond to a request by an Individual for an accounting of Disclosures of PHI in accordance with 45 CFR § 164.528. Any accounting provided by Business Associate under this subsection shall include: (a) the date of the Disclosure; (b) the name, and address if known, of the entity or person who received the PHI; (c) a brief description of PHI disclosed; and (d) a brief statement of the purpose of the Disclosure. For each Disclosure that could require an accounting under this subsection, Business Associate shall document the information specified in (a) through (d), above, and shall securely retain this documentation for six (6) years from the date of the Disclosure.

7. **Access to Books and Records.** Business Associate shall make its internal practices, books and records relating to the Use and Disclosure of PHI pursuant to this Addendum available to the Secretary of the Department of Health and Human Services for purposes of determining Covered Entity's compliance with HIPAA. Covered Entity shall have the right to access and examine ("Audit") the books, records, and other information of Business Associate related to this Addendum. Such Audit rights shall be in addition to and notwithstanding any audit provisions set forth in the Agreement. Business Associate shall cooperate fully with any such Audit(s) and shall provide all books, records, data and other documentation reasonably requested by Covered Entity. Covered Entity may make copies of such documentation. To the extent possible, Covered Entity will provide Business Associate reasonable notice of the need for an Audit and will conduct the Audit at a reasonable time and place. Notwithstanding the foregoing, Covered Entity will not have access to any books, records, data and/or documentation related to any of Business Associate's other clients.

8. **Agents and Subcontractors.** Business Associate shall require all subcontractors and agents to which it provides PHI received from, or created or received on behalf of Covered Entity, to agree to all of the same restrictions and conditions concerning such PHI to which Business Associate is bound in this Addendum.

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**9. Reporting of Violations.** Business Associate shall report to Covered Entity any Use or Disclosure of PHI not authorized by this Addendum immediately upon becoming aware of it. This reporting obligation includes, without limitation, the obligation to report any Security Incident, as that term is defined in 45 C.F.R. § 164.304.

**9.1. Breach Notification.** Business Associate also shall notify Covered Entity of any Breach of Unsecured PHI. Such notification shall occur without unreasonable delay and in no case later than fifteen (15) days after Business Associate discovers the Breach in accordance with 45 C.F.R. § 164.410. The notification shall comply with the Breach notification requirements set forth at 42 U.S.C. § 17832 and its implementing regulations at 45 C.F.R. § 164.410 and shall include: (a) to the extent possible, the identification of each person whose Unsecured PHI has been, or is reasonably believed by Business Associate to have been, accessed, acquired, or Disclosed during such Breach; and (b) any other available information about the Breach, including: (i) a description of what happened, including the dates of the Breach and discovery of the Breach, if known; (ii) a description of the types of Unsecured PHI involved in the Breach; (iii) any steps affected persons should take to protect themselves from potential harm resulting from the Breach; and (iv) the steps Business Associate is taking to investigate the Breach, mitigate harm to individuals, and to protect against any further Breaches. Business Associate shall provide Covered Entity with such additional information about the Breach either at the time of its initial notification to Covered Entity or as promptly thereafter as the information becomes available to Business Associate.

**10. Term and Termination.**

**10.1.** This Addendum begins on the Effective Date and remains in effect for the entire term of the Agreement unless otherwise terminated as provided below.

**10.2.** In addition to and notwithstanding the termination provisions set forth in the Agreement, both this Addendum and the Agreement may be terminated by Covered Entity in the event that Covered Entity determines Business Associate has violated a material term of this Addendum and such violation has not been remedied within fifteen (15) days following written notice to Business Associate.

**10.3.** Except as provided below, upon termination of this Addendum, Business Associate shall either return or destroy all PHI in the possession or control of Business Associate or its agents and subcontractors and shall retain no copies of such PHI. However, if Covered Entity determines that neither return nor destruction of PHI is feasible, Business Associate may retain PHI provided that it extends the protections of this Addendum to the PHI and limits further Uses and Disclosures to those purposes that make the return or destruction of the PHI infeasible, for so long as Business Associate maintains such PHI.

**11. Inconsistent Terms; Interpretation.** If any portion of this Addendum is inconsistent with the terms of the Agreement, the terms of this Addendum shall prevail. Except as set forth above, the remaining provisions of the Agreement are ratified in their entirety. Any ambiguity in this Addendum shall be resolved to permit Covered Entity to comply with the Privacy Rule, Security Rule, other applicable provisions of HIPAA, and HITECH and any regulations promulgated thereunder.

**12. Regulatory References.** A reference in this Addendum to a section in the Privacy Rule, Security Rule, other applicable provisions of HIPAA or HITECH or any regulations promulgated thereunder means the section as in effect or as amended.

**13. Amendment.** Covered Entity and Business Associate agree to take such action as is necessary to amend this Addendum from time to time as is necessary for the parties to comply with the requirements of the Privacy Rule, Security Rule, other applicable provisions of HIPAA, or HITECH and any regulations promulgated thereunder. Notwithstanding the foregoing, Covered Entity may unilaterally amend this Addendum as is necessary to comply with applicable laws and regulations and the requirements of applicable state and federal regulatory authorities. Covered Entity will provide written notice to Business Associate of such amendment and its effective date. Unless such laws, regulations or regulatory authorities require otherwise, the signature of Business Associate will not be required in order for the amendment to take effect.

**14. Indemnification.** Business Associate shall defend, indemnify and hold harmless Covered Entity and its directors, officers, employees, and agents (collectively, the "Indemnitees") from and against any and all claims, losses, damages, suits, fees, judgments, costs and expenses, including reasonable attorneys' fees, that the

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Indemnitees may suffer or incur arising out of or in connection with Business Associate's breach, non-performance, non-compliance, or failure to observe any term of this Addendum.

15. **Survival.** The respective rights and obligations of Business Associate under section 7, subsection 10.3 and section 14 of this Addendum shall survive the termination of this Addendum and the Agreement.

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## HEALTHCARE SERVICE AGREEMENT (Transportation Services)

This Health Care Services Agreement ("Agreement") is by and **between THE WATERS OF CLINTON and ANDERSON COUNTY EMS** ("Contractor"). Any notices or other communications required, or permitted to be given pursuant to this Agreement shall be sent to the parties at the addresses set forth on the signature page to this Agreement.

1. **Term.** This Agreement shall commence on June 1, 2022 and shall expire on June 30 2025, unless earlier terminated as provided herein. In the event this Agreement is terminated prior to one year from the commencement date, the parties shall not enter into a substantially similar agreement until the expiration of at least one (1) year following the commencement date.
2. **Services and Compensation** Contractor shall provide the services to Facility and its residence ( the "Services" ), and shall receive compensation for those Services, as set forth on Exhibit A attached hereto and incorporated herein by reference.
3. **Payment.** In the event Facility is required by the compensation provisions, set forth in Exhibit A to pay Contractor directly for the Services, Facility shall pay Contractor within forty-five (45) days of receipt by Facility of Contractor's accurate and complete invoice containing all documentation required by Facility including a line item list of all Services provided by Contractor for each resident to include HCPCS or other applicable coding, services date (s), quantities and charges. Invoices submitted later than one hundred twenty (120) days following the date the Service was provided shall be deemed untimely, and Facility shall not be required to pay Contractor for such Services.
4. **Termination.** This Agreement may be terminated as follows:
  - a. **Without Cause.** Either party shall have the right to terminate this Agreement in the event of the other party's breach of this Agreement by providing at least thirty (30) days written notice to the other party.
  - b. **Breach.** Either party shall have the right to terminate this Agreement in the event of the other party's breach of this Agreement by providing at least thirty (30) days written notice of the other party. Any such notice shall specify the cause upon which it is based. The violating party shall have the thirty (30) day notice period in which to rectify the cause specified in the notice of termination, or if such cause is not rectified to the satisfaction of the non-breaching party within such thirty (30) day period, This Agreement shall thereupon automatically terminate.
  - c. **Material Change.** To the extent that changes in laws, regulations, or the method of amount of reimbursement require the restructuring of the relationship between the parties established by this Agreement, the parties shall negotiate in good faith to amend this Agreement and otherwise restructure their relationship in order to effectuate their mutually agreed upon purposes. If the parties are unable to resolve the matter within their (30) days, either party may, at its option, immediately terminate this Agreement.
  - d. **Immediate Termination.** Facility may immediately terminate this Agreement upon the occurrence of any of the following events: (i) loss of suspension of any license of

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Contractor required for the provision of the Services pursuant to this Agreement or the imposition of any sanction against Contractor under federal or state fraud and abuse laws and regulations or any other federal or state laws or regulations relating to contractor's participation in the Medicare or state Medicaid programs; (ii) appointment of a receiver for Contractor's assets, an assignment by Contractor for the benefit of its creditors or any relief taken or suffered by Contractor under any bankruptcy or insolvency act; or (iii) any jeopardy to the health or safety of residents of the facility.

- e. **Automatic Termination.** This Agreement shall automatically terminate in the event either party is excluded from participation in any federally funded health care program including Medicare or Medicaid as of the effective date of such exclusion.

5. **General Terms and Conditions.** The General Terms and Conditions set forth on Exhibit B attached hereto are incorporated herein by reference as through fully set forth herein. Facility and Contractor shall comply with the General Terms and Conditions as part of this Agreement.
6. **Entire Agreement.** This Agreement, including the Exhibits attached hereto and referenced herein, contains the sole and entire agreement between the parties regarding the subject matter hereof and supersedes all prior written or oral agreement between the parties. The Agreement will not be construed in favor of or against any party by reason of the extent of which any party participated in the preparation of the Agreement. If either party has made any change to the other party on notice of the change, the change shall not become part of the Agreement.

IN WITNESS WHEREOF, the parties by the duly authorized representative have entered into this Agreement  
As of the 6/17/23 day of June 2023.

**FACILITY:**

The Waters of Clinton

By: 

Executive Director

Accepted By: 

Director of Operations

Address for Notices  
220 Longmire Road  
Clinton, TN 37716

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COPY TO The Waters of Clinton

**CONTRACTOR:**

Anderson County EMS

BY: \_\_\_\_\_

Name \_\_\_\_\_

Title: \_\_\_\_\_

Address for Notices  
314 Public Safety Lane  
Clinton, TN 37716  
Attn: Nathan Sweet, Director

APPROVED AS TO LEGAL FORM

  
N. Jay Yeater  
Anderson County Law Director

**Exhibit A****Transportation Services and Compensation**

**1. Services.** Contractor shall provide, on a non-exclusive basis, emergency and non-emergency medical transportation services to Facility's residents twenty-four (24) hours a day, seven (7) days a week. Contractor shall provide the Services promptly and in accordance with the medical needs of the resident. Facility shall abide by the Anderson County resolution governing ambulance services.

a. For all scheduled requests for Services, Contractor agrees to have its driver arrive at the patient's designated pick-up location promptly at the scheduled time. For all unscheduled requests for non-emergency Services, Contractor agrees to have its driver arrive at the patient's designated pick-up location as promptly as possible and, in any event, no later than one (1) hour after the unscheduled request has been made. Emergency Services will be provided as promptly as possible in accordance with applicable legal and regulatory standards.

b. Contractor shall provide a telephone number for Facility to initiate transportation requests for Services and, upon receiving such a request from Facility, Contractor will use its dispatcher to arrange for the timely provision of Services as required under the terms of this Agreement.

c. Contractor shall use Contractor's own equipment and/or supplies in the performance of the Services. Contractor shall use appropriately licensed and/or certified vehicles and equipment to provide the Services hereunder and shall keep such vehicles and its equipment and supplies in good order, condition, and repair pursuant to applicable legal and regulatory requirements. Contractor will maintain, and provide to Facility upon request, written service records for all servicing of the vehicle(s) used by Contractor to provide Services under the terms of this Agreement.

d. Contractor shall file a written report and provide documentation to Facility with respect to any known injuries occurring to residents during transport (falls, etc.), indicating the type of injury, the place and time that the injury occurred, and any other information requested by Facility.

**2. Compensation.**

a. *Consolidated Billing Services.* "Consolidated Billing Services" shall mean and include those Services provided to residents during the course of a stay in the Facility which is covered under Medicare Part A, except as otherwise provided in 42 U.S.C. § 1395yy, 42 C.F.R. § 411.15, applicable CMS Program Memoranda and Transmittals, or the Skilled Nursing Facility Provider and Supplier Coding Files, as published and amended or updated by CMS.

i. Facility shall compensate Contractor for any Consolidated Billing Services provided to Facility residents at 100% Medicare Fee Schedule for ambulance services to Medicare patients.

ii. Contractor's invoice for Consolidated Billing Services shall include accurate and complete documentation of each Service provided, including an itemized list of Services performed for each resident, HCPCS or other applicable coding, Service date(s), and applicable charges.

iii. Contractor shall provide additional documentation regarding Consolidated Billing Services, as reasonably requested by Facility. Contractor shall have the right, upon request, to audit Contractor's charges for Consolidated Billing Services.

iv. In the event Contractor receives payment from Facility for a Consolidated Billing Service, and payment for the Service is later disallowed or recouped by Medicare, Contractor shall repay to Facility such amounts to the extent that such disallowance or recoupment resulted from the acts, errors or omissions of Contractor. At its option, Facility may either offset the amounts disallowed or recouped from any future payments due to Contractor hereunder or may require Contractor to repay such amounts immediately upon Facility's request.

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b. *Direct Bill Services.* Contractor shall invoice the resident, the resident's responsible party, Medicare, Medicaid, a managed care organization or any other third party reimbursement source (collectively referred to as the "Appropriate Payor") for all Services to residents other than Consolidated Billing Services ("Direct Bill Services") at rates not to exceed Contractor's usual charge for Services and in accordance with applicable requirements of federal and state laws and regulations. Contractor agrees to accept payments from such Appropriate Payors as payment in full for Direct Bill Services rendered under this Agreement. Contractor shall not bill Facility for Direct Bill Services, and Facility shall have no obligation to compensate Contractor for such Services.

**Exhibit B****General Terms and Conditions**

1. **Incorporation by Reference.** These General Terms and Conditions are incorporated by reference into the Agreement to which they are attached. Capitalized terms not defined herein shall have the meaning set forth in the Agreement.

2. **Licenses, Permits and Accreditations.** The Facility, in accordance with applicable law, is responsible for obtaining Services that meet professional standards and principles that apply to professionals providing such Services in the Facility and for the timeliness of the Services. Accordingly, Contractor hereby represents and warrants to the Facility that Contractor and each of its employees, agents and subcontractors who perform Services on behalf of Contractor pursuant to this Agreement (the "Contractor Personnel"): (a) are, and will remain at all times throughout the term of this Agreement, authorized to participate in the Medicare and state Medicaid programs and shall comply with all conditions of participation or other requirements applicable to participation in such programs; (b) have, and will maintain at all times throughout the term of this Agreement, all the necessary qualifications, certifications, licenses and/or accreditations required by federal, state and local laws and regulations to provide the Services covered by this Agreement, including but not limited to state and federal DOT regulations applicable to operations of commercial vehicles providing healthcare transportation (collectively, "Contractor Licenses"); (c) will provide the Services in accordance with the professional standards and principles applicable to their profession; and (d) are not, and at no time have been, excluded from participation in any federally funded health care program, including Medicare or Medicaid, or sanctioned under any applicable state or federal fraud and abuse statutes. Contractor will provide Facility with a copy of the Contractor Licenses upon request. Contractor shall provide prompt written notice to the Facility of any changes in the Contractor Licenses, including any temporary or permanent suspension or revocation of any Contractor License, or any sanction or proposed sanction or exclusion against Contractor, or any officer, director or owner of Contractor, in connection with participation in any federally funded health care program.

3. **Compliance.** Contractor shall provide, and shall ensure that the Contractor Personnel provide, the Services to Facility's residents in accordance with (a) all applicable requirements of federal, state or local laws, rules and/or regulations, including official interpretations of those requirements by the entities charged with implementing and enforcing them, including, without limitation, nondiscrimination on the basis of race, color, national origin, handicap, age, or other protected class; (b) accepted professional standards of practice; and (c) all Facility policies and procedures and any revisions thereto that are applicable to the provision of Services to Facility residents, copies of which shall be provided to Contractor. Contractor shall participate, as reasonably requested, in quality monitoring programs established by Facility. If applicable, vendor agrees to comply with the provisions of paragraphs 1 through 7 of 41 C.F.R. Section 60-1.4(a); the affirmative action for disabled workers clauses set forth in 41 C.F.R. Section 60-741.5(a); and the affirmative action for veterans clauses set forth in 41 C.F.R. Section 60-250.4, which are incorporated by reference herein.

4. **Corporate Compliance Program.**

a. Contractor acknowledges Facility's Corporate Compliance Program and receipt of Facility's Code of Conduct, including its mechanism for reporting suspected fraud, abuse or other illegal or unethical activities (Hotline (800) 572-9981). If Contractor has its own compliance program, Contractor represents and warrants that the Contractor Personnel who provide billing services or patient care services with respect to federal health care program beneficiaries at Facility shall read and understand Contractor's integrity brochure, which includes its standards of conduct, prior to commencement of Services under this Agreement. To the extent that Contractor's standards of conduct and integrity program differ in any material respect affecting ethical conduct from the compliance information and requirements contained in the Facility's Code of Conduct, Contractor shall inform the Contractor Personnel of such additional information and requirements and that Facility has a mechanism for reporting misconduct. Contractor agrees to obtain and retain a signed certification from each of the Contractor Personnel providing Services to the Facility that they have received, read and understand Contractor's integrity program, including its standards of conduct and any additional information provided by Contractor's Compliance Officer relating to Facility's Code of Conduct and agree to abide by such requirements therein. Such certification shall be obtained prior to commencement of Services under this Agreement, shall be maintained by Contractor and shall be made available for review by Facility or Facility's agents upon reasonable request.

b. If Contractor does not maintain a compliance program Contractor represents and warrants that each of the Contractor Personnel who provide billing services or patient care services with respect to federal health care program beneficiaries at Facility shall read and review Facility's Code of Conduct prior to commencement of Services under this Agreement. Contractor agrees to obtain and retain a signed certification from each of the Contractor Personnel providing Services to the Facility that they have received, read and understand Facility's Code of Conduct and agree to abide by the requirements of Facility's Corporate Compliance Program. Such certification shall be obtained prior to commencement of Services under this Agreement, shall be maintained by Contractor and shall be made available for review by Facility or Facility's agents upon reasonable request.

**5. Patient Records.** Facility and Contractor shall each prepare and maintain records concerning Facility's residents receiving Services under this Agreement, in accordance with applicable federal and state laws, regulations and program guidelines. Contractor shall provide to Facility documentation of the Services provided to, and any other relevant information regarding Contractor's contact with, Facility residents hereunder. If the Services are provided on the Facility premises, such documentation shall be made in the residents' medical record or chart, which shall be and remain the property of the Facility. If the Services are provided off of the Facility premises, such documentation shall be on the forms and in the format required by Facility policies and procedures in accordance with applicable laws, regulations and program guidelines. Contractor hereby agrees to maintain the confidentiality of all information and records relating to Facility's residents which it acquires in the course of performing the Services and to assure that such confidentiality is maintained by each of the Contractor Personnel providing Services pursuant to this Agreement.

**6. HIPAA Compliance.** See Exhibit C.

**7. Record Retention Requirements.**

a. All records created by Contractor in connection with the provision of Services pursuant to this Agreement, including patient records and records related to billing and payment, shall be retained by Facility and Contractor for a period of seven (7) years from the date the Service was provided or such greater time period as may be required by applicable law. Facility shall be permitted to inspect and/or duplicate any patient record, chart or other record of Contractor relating to the provision of Services hereunder by Contractor for any business purpose, including, without limitation, determining Contractor's compliance with the terms of this Agreement; ensuring safe, dependable and efficient patient care; satisfying Facility's obligations to any patient; or defending any allegation of malpractice or other liability against Facility.

b. To the extent the value or cost of Services furnished under this Agreement is \$10,000 or more over a twelve month period, then Contractor, for a period of four (4) years after the furnishing of such Services, shall retain and shall make available upon written request by the Secretary of the Department of Health and Human Services, the Comptroller General, or their authorized representatives, a copy of this Agreement and all books, documents and records that are necessary to certify the nature and extent of the costs incurred by Facility under this Agreement. Contractor further agrees that in the event Contractor carries out any of its duties under this Agreement through a permitted subcontract with a related organization with a value or cost of \$10,000 or more over a twelve month period, such subcontract shall contain a provision requiring the related organization, for a period of four (4) years after the furnishing of such Services, to retain and to make available upon written request by the Secretary of the Department of Health and Human Services, the Comptroller General, or their authorized representatives, a copy of such subcontract and all books, documents and records of such organization that are necessary to verify the nature and extent of such costs. Contractor agrees to notify the Facility promptly of the nature and scope of any governmental request for access to books and records related to this Agreement and to provide to the Facility, or make available, copies of any books, records or documents proposed to be provided. Any disclosure under this paragraph shall not be construed as a waiver of any other legal rights to which such party may be entitled.

c. This Section shall survive the expiration or termination of this Agreement.

**8. Insurance.** Contractor shall, at its sole cost and expense, procure, keep and maintain throughout the term of this Agreement, insurance coverage in the minimum amount of one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) annual aggregate, for professional liability, negligence, errors and omissions, and commercial general liability and applicable state statutory limits for workers compensation. In addition, contractor shall maintain commercial auto liability insurance with limits of at least three million dollars (\$3,000,000) combined

single limit and such insurance shall include a minimum of \$5,000 in medical payment coverage. Said insurance policies shall cover all services Contractor, its directors, officers, employees, agents and/or contractors provide. Contractor shall provide Facility with evidence of such insurance promptly upon request. In the event Contractor procures a "claims made" policy to meet the insurance requirements herein, Contractor agrees to purchase "tail" coverage upon the termination of any such policy providing for an indefinite reporting period.

**9. Indemnification.** Each party shall indemnify, defend, and hold the other party harmless from and against any and all losses, claims, suits, damages, liabilities and expenses (including, without limitation, reasonable attorneys' fees) of any nature or kind whatsoever arising out of or resulting from, directly or indirectly: (a) a party's breach of this Agreement, including, without limitation, breach of any representation, warranty, or covenant of such party in this Agreement; and (b) any alleged negligent or intentional acts or omissions of a party, its agents or employees, based upon, arising out of or attributable to the performance or non-performance of their respective obligations under this Agreement. Upon notice, the other party shall resist and defend, at its own expense, any such claim or action. Said indemnity is in addition to any other rights the indemnified party may have against the indemnifying party. This Section shall survive the expiration or termination of this Agreement.

**10. Independent Contractor.** Nothing contained herein or any document executed in connection herewith shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent, employer and employee, partnership, or joint venture between the parties. Each party hereby acknowledges that neither it nor its Agents shall have any right or entitlement in or to any of the unemployment, workers compensation, health, pension, retirement, or other benefit programs now or hereafter available to the other party's employees.

~~**11. Arbitration.** Any dispute or controversy arising under this Agreement or any amendment hereof or the breach hereof shall be settled by arbitration in the county in which the Facility is located, in accordance with the rules of the American Health Lawyers Association Alternative Dispute Resolution Service and applying the laws of the State in which the Facility is located. Any award rendered by the arbitrator shall be final and binding upon each of the parties, and judgment thereof may be entered in any court having jurisdiction. During the pendency of any such arbitration and until final judgment thereon has been entered, this Agreement shall remain in full force and effect unless otherwise terminated as provided in this Agreement. Notwithstanding anything to the contrary in this Section, any party may seek a temporary restraining order or other interim injunctive or provisional relief from a court of proper jurisdiction without first resorting to the arbitration procedures set forth in this Section. If any such relief is obtained the arbitrator(s) shall address the continuance, modification or termination of such relief in the order and the parties agree to abide by the arbitrator's decision regarding such relief. This Section shall survive the expiration or termination of this Agreement.~~

No Arbitration

**12. Cumulation of Remedies; No Waiver.** The various rights, options, elections, powers, and remedies of the respective parties as provided in this Agreement are in addition to any others that said parties may be entitled to by law, shall be construed as cumulative, and no one of them is exclusive of any of the others, or of any right or priority allowed by law. The failure of a party to exercise any of its rights or to give any notice with respect to any default by the other party or otherwise to insist upon the strict performance of the other party's obligations hereunder shall not be deemed a waiver of such party's right with respect thereto in the future.

**13. Attorney's Fees.** If Contractor or Facility brings any action to interpret or enforce this Agreement, or for damages for any alleged breach hereof, whether by arbitration or otherwise, the prevailing party in any such action shall be entitled to reasonable attorneys' fees and costs as awarded by the arbitrator in addition to all other recovery, damages and costs. This Section shall survive the expiration or termination of this Agreement.

**14. Governing Law; Statutory References.** This Agreement shall be governed by and construed in accordance with the laws of the State in which the Facility is located, without regard to the conflict of laws rules of such State. Any reference in this Agreement to any statute, regulation, ruling, or administrative order or decree shall include and be a reference to any successor statute, regulation ruling, or administrative order or decree.

**15. Force Majeure.** Neither party hereto shall be liable for any delay or failure in the performance of any obligation under this Agreement or for any loss or damage (including indirect or consequential damage) to the extent that such nonperformance, delay, loss or damage results from any contingency which is beyond the control of such party, provided such contingency is not caused by the fault or negligence of such party. A contingency for the

purposes of this Agreement shall include Acts of God, fires, floods, earthquakes, explosions, storms, wars, hostilities, blockades, public disorders, quarantine restrictions, embargoes, and compliance with any law, order or control of, or insistence by any governmental or military authority.

**16. Confidentiality.** The parties hereto shall hold in confidence the information contained in this Agreement or other information about a party, and each of them hereby acknowledges and agrees that all information related to this Agreement or other information about a party, not otherwise known to the public, is confidential and proprietary and is not to be disclosed to third persons without the prior written consent of each of the parties except (a) to the extent necessary to comply with any law, rule or regulation, including, without limitation, any rule or regulation promulgated by the SEC, or the valid order of any governmental agency or any court of competent jurisdiction; (b) to its auditors and its attorneys as part of its normal reporting or review procedure; (c) to its insurance agent to the extent necessary to obtain appropriate insurance; or (d) as necessary to enforce its rights and perform its agreements and obligations under this Agreement. This Section shall survive the expiration or termination of this Agreement.

**17. Miscellaneous.** This Agreement may not be modified, amended or supplemented, nor may any term or condition be waived, except by an agreement in writing signed by both parties. Neither this Agreement nor any of the duties or obligations of Contractor hereunder shall be assigned or delegated by Contractor without prior written consent of Facility. Subject to the restrictions against transfer or assignment as herein set forth, the provisions of this Agreement shall inure to the benefit of, and shall be binding on, the heirs, assigns, successors, personal representatives, estates and legatees of each of the parties hereto. This Agreement shall constitute the entire agreement between the parties hereto with respect to the transactions contemplated hereby and shall supersede all prior or contemporaneous negotiations, understandings, and agreements. There are no representations, agreements, arrangements or understandings, oral or written, between or among the parties hereto relating to the subject matter of this Agreement that are not fully expressed herein. If any provision of this Agreement is found to be invalid or unenforceable by any court or other lawful forum, such provision shall be ineffective only to the extent that it is in contravention of applicable laws without invalidating the remaining provisions of this Agreement, unless such invalidity or unenforceability would defeat an essential business purpose of this Agreement.

**18. Survival.** Except as otherwise expressly provided in this Agreement, all covenants, agreements, representations and warranties, express and implied, shall survive expiration or termination of this Agreement.

**19. Signatures.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same agreement. Facsimile signatures shall be acceptable as originals. Any individual signing this Agreement on behalf of an entity hereby represents and warrants in his individual capacity that he has full authority to do so on behalf of such entity; provided, however, that Contractor acknowledges and agrees that this Agreement is not binding on the Facility until accepted by the Facility's Director of Operations as evidenced by his or her signature on the Agreement.

**Exhibit C****Business Associate Addendum**

Business Associate and Covered Entity are parties to a Services Agreement (the "Agreement"). For purposes of complying with the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996, as amended, and the regulations promulgated thereunder (collectively, "HIPAA") and the requirements of Subtitle D of the Health Information Technology for Economic and Clinical Health Act and the regulations promulgated thereunder (collectively, "HITECH"), if and only to the extent that Business Associate is acting as a business associate (as defined by HIPAA) of Covered Entity, the parties agree as follows:

1. **Definitions.** Capitalized terms used, but not otherwise defined in this Addendum, shall have the same meaning as those terms in the HIPAA regulations and HITECH, and the following capitalized terms shall be given the following meanings:

1.1. "Breach" means the acquisition, access, Use or Disclosure of PHI in a manner not permitted under the Privacy Rule that poses a significant risk of financial, reputational, or other harm to the Individual who is the subject of the PHI. Breach does not include: (a) Use or Disclosure of Protected Health Information (PHI) that does not include the identifiers listed at 45 C.F.R. § 164.514(e)(2), date of birth, and zip code; (b) any unintentional acquisition, access, or Use of PHI by a member of Business Associate's Workforce or a person acting under the authority of Business Associate, if such acquisition, access or Use was made in good faith and within the person's scope of authority and does not result in further Use or Disclosure in a manner not permitted under the Privacy Rule; (c) any inadvertent Disclosure by a person who is authorized to access PHI at Business Associate to another person authorized to access PHI at Business Associate, provided the information received as a result of such Disclosure is not further Used or Disclosed in a manner not permitted under the Privacy Rule; or (d) a Disclosure of PHI where Business Associate has a good faith belief that an unauthorized person to whom the Disclosure was made would not reasonably have been able to retain such information.

1.2. "Compliance Date" means, in each case, the date by which compliance is required under the referenced provision of HITECH.

1.3. "Disclose" and "Disclosure" mean, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Business Associate's internal operations or to other than its employees.

1.4. "HITECH" means the Health Information Technology for Economic and Clinical Health Act, enacted as part of the American Recovery and Reinvestment Act of 2009, Pub. Law No. 111-5, and any regulations promulgated thereunder. References in this Addendum to a section or subsection of title 42 of the United States Code are references to provisions of HITECH. Any reference to provisions of HITECH in this Addendum shall be deemed a reference to that provision and its existing and future implementing regulations, when and as each is effective.

1.5. "Privacy Rule" means the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R Part 160 and Part 164, Subparts A and E.

1.6. "Protected Health Information" or "PHI" means information, including demographic information that (a) relates to the past, present or future physical or mental health or condition of an individual, the provision of health care to an individual, or the past, present or future payment for the provision of health care to an individual; (b) identifies the individual (or for which there is a reasonable basis for believing that the information can be used to identify the individual); and (c) is received by Business Associate from or on behalf of Covered Entity, or is created by Business Associate for Covered Entity, or is made accessible to Business Associate by Covered Entity.

1.7. "Security Rule" means the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R Part 164, Subpart C.

1.8. "Unsecured Protected Health Information" or "Unsecured PHI" means Protected Health Information that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a

technology or methodology specified by the Secretary in the guidance issued under section 13402(h)(2) of Public Law 111-5.

1.9. "Use" or "Uses" mean, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Protected Health Information within Business Associate's internal operations.

2. **Confidentiality Obligation.** Business Associate will not Use or Disclose PHI other than as permitted by the Agreement or this Addendum, or as Required by Law.

3. **Permitted Uses and Disclosures of PHI.** Business Associate shall Use or Disclose PHI only as necessary to perform services under the Agreement or as Required by Law, provided such Use or Disclosure would not: (i) violate the Privacy Rule, Security Rule, other applicable provisions of HIPAA or HITECH if done by Covered Entity; or (ii) violate the minimum necessary policies and procedures of Covered Entity.

4. **Safeguards.** Business Associate shall protect PHI from any improper oral or written disclosure by enacting and enforcing safeguards to maintain the security of and to prevent any Use or Disclosure of PHI other than is permitted by this Agreement. Such safeguards shall include administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any electronic PHI that it creates, receives, maintains, or transmits on behalf of Covered Entity. As of the Compliance Date for 42 U.S.C. § 17931, Business Associate shall comply with the Security Rule requirements set forth at 45 C.F.R. §§ 164.308, 164.310, 164.312, and 164.316, as well as additional requirements of HITECH that relate to security and are applicable to Covered Entity. As of the Compliance Date for 42 U.S.C. § 17934, Business Associate shall also comply with the requirements of Subtitle D of HITECH that relate to privacy and are applicable to Covered Entity.

5. **Access and Amendment.** Upon the request of Covered Entity, Business Associate shall: (a) make the PHI specified by Covered Entity available to Covered Entity or to the Individual(s) identified by Covered Entity as being entitled to access in order to meet the requirements under 45 C.F.R. § 164.524 ; and (b) make PHI available to Covered Entity for the purpose of amendment and incorporate changes or amendments to PHI when notified to do so by Covered Entity.

6. **Accounting.** Upon Covered Entity's request, Business Associate shall provide to Covered Entity or, when directed in writing by Covered Entity, directly to an Individual in a time and manner specified by Covered Entity, an accounting of each Disclosure of PHI made by Business Associate or its employees, agents, representatives or subcontractors as would be necessary to permit Covered Entity to respond to a request by an Individual for an accounting of Disclosures of PHI in accordance with 45 CFR § 164.528. Any accounting provided by Business Associate under this subsection shall include: (a) the date of the Disclosure; (b) the name, and address if known, of the entity or person who received the PHI; (c) a brief description of PHI disclosed; and (d) a brief statement of the purpose of the Disclosure. For each Disclosure that could require an accounting under this subsection, Business Associate shall document the information specified in (a) through (d), above, and shall securely retain this documentation for six (6) years from the date of the Disclosure.

7. **Access to Books and Records.** Business Associate shall make its internal practices, books and records relating to the Use and Disclosure of PHI pursuant to this Addendum available to the Secretary of the Department of Health and Human Services for purposes of determining Covered Entity's compliance with HIPAA. Covered Entity shall have the right to access and examine ("Audit") the books, records, and other information of Business Associate related to this Addendum. Such Audit rights shall be in addition to and notwithstanding any audit provisions set forth in the Agreement. Business Associate shall cooperate fully with any such Audit(s) and shall provide all books, records, data and other documentation reasonably requested by Covered Entity. Covered Entity may make copies of such documentation. To the extent possible, Covered Entity will provide Business Associate reasonable notice of the need for an Audit and will conduct the Audit at a reasonable time and place. Notwithstanding the foregoing, Covered Entity will not have access to any books, records, data and/or documentation related to any of Business Associate's other clients.

8. **Agents and Subcontractors.** Business Associate shall require all subcontractors and agents to which it provides PHI received from, or created or received on behalf of Covered Entity, to agree to all of the same restrictions and conditions concerning such PHI to which Business Associate is bound in this Addendum.

**9. Reporting of Violations.** Business Associate shall report to Covered Entity any Use or Disclosure of PHI not authorized by this Addendum immediately upon becoming aware of it. This reporting obligation includes, without limitation, the obligation to report any Security Incident, as that term is defined in 45 C.F.R. § 164.304.

**9.1. Breach Notification.** Business Associate also shall notify Covered Entity of any Breach of Unsecured PHI. Such notification shall occur without unreasonable delay and in no case later than fifteen (15) days after Business Associate discovers the Breach in accordance with 45 C.F.R. § 164.410. The notification shall comply with the Breach notification requirements set forth at 42 U.S.C. § 17832 and its implementing regulations at 45 C.F.R. § 164.410 and shall include: (a) to the extent possible, the identification of each person whose Unsecured PHI has been, or is reasonably believed by Business Associate to have been, accessed, acquired, or Disclosed during such Breach; and (b) any other available information about the Breach, including: (i) a description of what happened, including the dates of the Breach and discovery of the Breach, if known; (ii) a description of the types of Unsecured PHI involved in the Breach; (iii) any steps affected persons should take to protect themselves from potential harm resulting from the Breach; and (iv) the steps Business Associate is taking to investigate the Breach, mitigate harm to individuals, and to protect against any further Breaches. Business Associate shall provide Covered Entity with such additional information about the Breach either at the time of its initial notification to Covered Entity or as promptly thereafter as the information becomes available to Business Associate.

## **10. Term and Termination.**

**10.1.** This Addendum begins on the Effective Date and remains in effect for the entire term of the Agreement unless otherwise terminated as provided below.

**10.2.** In addition to and notwithstanding the termination provisions set forth in the Agreement, both this Addendum and the Agreement may be terminated by Covered Entity in the event that Covered Entity determines Business Associate has violated a material term of this Addendum and such violation has not been remedied within fifteen (15) days following written notice to Business Associate.

**10.3.** Except as provided below, upon termination of this Addendum, Business Associate shall either return or destroy all PHI in the possession or control of Business Associate or its agents and subcontractors and shall retain no copies of such PHI. However, if Covered Entity determines that neither return nor destruction of PHI is feasible, Business Associate may retain PHI provided that it extends the protections of this Addendum to the PHI and limits further Uses and Disclosures to those purposes that make the return or destruction of the PHI infeasible, for so long as Business Associate maintains such PHI.

**11. Inconsistent Terms; Interpretation.** If any portion of this Addendum is inconsistent with the terms of the Agreement, the terms of this Addendum shall prevail. Except as set forth above, the remaining provisions of the Agreement are ratified in their entirety. Any ambiguity in this Addendum shall be resolved to permit Covered Entity to comply with the Privacy Rule, Security Rule, other applicable provisions of HIPAA, and HITECH and any regulations promulgated thereunder.

**12. Regulatory References.** A reference in this Addendum to a section in the Privacy Rule, Security Rule, other applicable provisions of HIPAA or HITECH or any regulations promulgated thereunder means the section as in effect or as amended.

**13. Amendment.** Covered Entity and Business Associate agree to take such action as is necessary to amend this Addendum from time to time as is necessary for the parties to comply with the requirements of the Privacy Rule, Security Rule, other applicable provisions of HIPAA, or HITECH and any regulations promulgated thereunder. Notwithstanding the foregoing, Covered Entity may unilaterally amend this Addendum as is necessary to comply with applicable laws and regulations and the requirements of applicable state and federal regulatory authorities. Covered Entity will provide written notice to Business Associate of such amendment and its effective date. Unless such laws, regulations or regulatory authorities require otherwise, the signature of Business Associate will not be required in order for the amendment to take effect.

**14. Indemnification.** Business Associate shall defend, indemnify and hold harmless Covered Entity and its directors, officers, employees, and agents (collectively, the "Indemnitees") from and against any and all claims, losses, damages, suits, fees, judgments, costs and expenses, including reasonable attorneys' fees, that the

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Indemnitees may suffer or incur arising out of or in connection with Business Associate's breach, non-performance, non-compliance, or failure to observe any term of this Addendum.

15. **Survival.** The respective rights and obligations of Business Associate under section 7, subsection 10.3 and section 14 of this Addendum shall survive the termination of this Addendum and the Agreement.

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## HEALTHCARE SERVICE AGREEMENT (Transportation Services)

This Health Care Services Agreement ("Agreement") is by and **between SUMMIT VIEW OF ROCKY TOP** and **ANDERSON COUNTY EMS** ("Contractor"). Any notices or other communications required, or permitted to be given pursuant to this Agreement shall be sent to the parties at the addresses set forth on the signature page to this Agreement.

1. **Term.** This Agreement shall commence on June 1, 2022 and shall expire on June 30 2025, unless earlier terminated as provided herein. In the event this Agreement is terminated prior to one year from the commencement date, the parties shall not enter into a substantially similar agreement until the expiration of at least one (1) year following the commencement date.
2. **Services and Compensation** Contractor shall provide the services to Facility and its residence ( the "Services" ), and shall receive compensation for those Services, as set forth on Exhibit A attached hereto and incorporated herein by reference.
3. **Payment.** In the event Facility is required by the compensation provisions, set forth in Exhibit A to pay Contractor directly for the Services, Facility shall pay Contractor within forty-five (45) days of receipt by Facility of Contractor's accurate and complete invoice containing all documentation required by Facility including a line item list of all Services provided by Contractor for each resident to include HCPCS or other applicable coding, services date (s), quantities and charges. Invoices submitted later than one hundred twenty (120) days following the date the Service was provided shall be deemed untimely, and Facility shall not be required to pay Contractor for such Services.
4. **Termination.** This Agreement may be terminated as follows:
  - a. **Without Cause.** Either party shall have the right to terminate this Agreement in the event of the other party's breach of this Agreement by providing at least thirty (30) days written notice to the other party.
  - b. **Breach.** Either party shall have the right to terminate this Agreement in the event of the other party's breach of this Agreement by providing at least thirty (30) days written notice of the other party. Any such notice shall specify the cause upon which it is based. The violating party shall have the thirty (30) day notice period in which to rectify the cause specified in the notice of termination, or if such cause is not rectified to the satisfaction of the non-breaching party within such thirty (30) day period, This Agreement shall thereupon automatically terminate.
  - c. **Material Change.** To the extent that changes in laws, regulations, or the method of amount of reimbursement require the restructuring of the relationship between the parties established by this Agreement, the parties shall negotiate in good faith to amend this Agreement and otherwise restructure their relationship in order to effectuate their mutually agreed upon purposes. If the parties are unable to resolve the matter within their (30) days, either party may, at its option, immediately terminate this Agreement.
  - d. **Immediate Termination.** Facility may immediately terminate this Agreement upon the occurrence of any of the following events: (i) loss of suspension of any license of

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Contractor required for the provision of the Services pursuant to this Agreement or the imposition of any sanction against Contractor under federal or state fraud and abuse laws and regulations or any other federal or state laws or regulations relating to contractor's participation in the Medicare or state Medicaid programs; (ii) appointment of a receiver for Contractor's assets, an assignment by Contractor for the benefit of its creditors or any relief taken or suffered by Contractor under any bankruptcy or insolvency act; or (iii) any jeopardy to the health or safety of residents of the facility.

- e. **Automatic Termination.** This Agreement shall automatically terminate in the event either party is excluded from participation in any federally funded health care program including Medicare or Medicaid as of the effective date of such exclusion.

5. **General Terms and Conditions.** The General Terms and Conditions set forth on Exhibit B attached hereto are incorporated herein by reference as through fully set forth herein. Facility and Contractor shall comply with the General Terms and Conditions as part of this Agreement.
6. **Entire Agreement.** This Agreement, including the Exhibits attached hereto and referenced herein, contains the sole and entire agreement between the parties regarding the subject matter hereof and supersedes all prior written or oral agreement between the parties. The Agreement will not be construed in favor of or against any party by reason of the extent of which any party participated in the preparation of the Agreement. If either party has made any change to the other party on notice of the change, the change shall not become part of the Agreement.

**IN WITNESS WHEREOF,** the parties by the duly authorized representative have entered into this Agreement

As of the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

**FACILITY:**

**SUMMIT VIEW OF ROCKY TOP**

By: \_\_\_\_\_  
Executive Director

Accepted By: \_\_\_\_\_  
Director of Operations

Address for Notices  
204 Industrial Park Road  
Rocky Top, TN 37769

COPY TO SUMMIT VIEW OF ROCKY TOP

**CONTRACTOR:**

**Anderson County EMS**

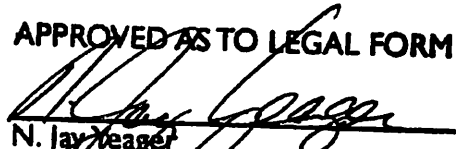
BY: \_\_\_\_\_

Name \_\_\_\_\_

Title: \_\_\_\_\_

Address for Notices  
314 Public Safety Lane  
Clinton, TN 37716  
Attn: Nathan Sweet, Director

**APPROVED AS TO LEGAL FORM**

  
N. Jay Yeager  
Anderson County Law Director

**Exhibit A**

**Transportation Services and Compensation**

**1. Services.** Contractor shall provide, on a non-exclusive basis, emergency and non-emergency medical transportation services to Facility's residents twenty-four (24) hours a day, seven (7) days a week. Contractor shall provide the Services promptly and in accordance with the medical needs of the resident. Facility shall abide by the Anderson County resolution governing ambulance services.

a. For all scheduled requests for Services, Contractor agrees to have its driver arrive at the patient's designated pick-up location promptly at the scheduled time. For all unscheduled requests for non-emergency Services, Contractor agrees to have its driver arrive at the patient's designated pick-up location as promptly as possible and, in any event, no later than one (1) hour after the unscheduled request has been made. Emergency Services will be provided as promptly as possible in accordance with applicable legal and regulatory standards.

b. Contractor shall provide a telephone number for Facility to initiate transportation requests for Services and, upon receiving such a request from Facility, Contractor will use its dispatcher to arrange for the timely provision of Services as required under the terms of this Agreement.

c. Contractor shall use Contractor's own equipment and/or supplies in the performance of the Services. Contractor shall use appropriately licensed and/or certified vehicles and equipment to provide the Services hereunder and shall keep such vehicles and its equipment and supplies in good order, condition, and repair pursuant to applicable legal and regulatory requirements. Contractor will maintain, and provide to Facility upon request, written service records for all servicing of the vehicle(s) used by Contractor to provide Services under the terms of this Agreement.

d. Contractor shall file a written report and provide documentation to Facility with respect to any known injuries occurring to residents during transport (falls, etc.), indicating the type of injury, the place and time that the injury occurred, and any other information requested by Facility.

**2. Compensation.**

a. *Consolidated Billing Services.* "Consolidated Billing Services" shall mean and include those Services provided to residents during the course of a stay in the Facility which is covered under Medicare Part A, except as otherwise provided in 42 U.S.C. § 1395yy, 42 C.F.R. § 411.15, applicable CMS Program Memoranda and Transmittals, or the Skilled Nursing Facility Provider and Supplier Coding Files, as published and amended or updated by CMS.

i. Facility shall compensate Contractor for any Consolidated Billing Services provided to Facility residents at 100% Medicare Fee Schedule for ambulance services to Medicare patients.

ii. Contractor's invoice for Consolidated Billing Services shall include accurate and complete documentation of each Service provided, including an itemized list of Services performed for each resident, HCPCS or other applicable coding, Service date(s), and applicable charges.

iii. Contractor shall provide additional documentation regarding Consolidated Billing Services, as reasonably requested by Facility. Contractor shall have the right, upon request, to audit Contractor's charges for Consolidated Billing Services.

iv. In the event Contractor receives payment from Facility for a Consolidated Billing Service, and payment for the Service is later disallowed or recouped by Medicare, Contractor shall repay to Facility such amounts to the extent that such disallowance or recoupment resulted from the acts, errors or omissions of Contractor. At its option, Facility may either offset the amounts disallowed or recouped from any future payments due to Contractor hereunder or may require Contractor to repay such amounts immediately upon Facility's request.

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b. *Direct Bill Services.* Contractor shall invoice the resident, the resident's responsible party, Medicare, Medicaid, a managed care organization or any other third party reimbursement source (collectively referred to as the "Appropriate Payor") for all Services to residents other than Consolidated Billing Services ("Direct Bill Services") at rates not to exceed Contractor's usual charge for Services and in accordance with applicable requirements of federal and state laws and regulations. Contractor agrees to accept payments from such Appropriate Payors as payment in full for Direct Bill Services rendered under this Agreement. Contractor shall not bill Facility for Direct Bill Services, and Facility shall have no obligation to compensate Contractor for such Services.

**Exhibit B**

**General Terms and Conditions**

**1. Incorporation by Reference.** These General Terms and Conditions are incorporated by reference into the Agreement to which they are attached. Capitalized terms not defined herein shall have the meaning set forth in the Agreement.

**2. Licenses, Permits and Accreditations.** The Facility, in accordance with applicable law, is responsible for obtaining Services that meet professional standards and principles that apply to professionals providing such Services in the Facility and for the timeliness of the Services. Accordingly, Contractor hereby represents and warrants to the Facility that Contractor and each of its employees, agents and subcontractors who perform Services on behalf of Contractor pursuant to this Agreement (the "Contractor Personnel"): (a) are, and will remain at all times throughout the term of this Agreement, authorized to participate in the Medicare and state Medicaid programs and shall comply with all conditions of participation or other requirements applicable to participation in such programs; (b) have, and will maintain at all times throughout the term of this Agreement, all the necessary qualifications, certifications, licenses and/or accreditations required by federal, state and local laws and regulations to provide the Services covered by this Agreement, including but not limited to state and federal DOT regulations applicable to operations of commercial vehicles providing healthcare transportation (collectively, "Contractor Licenses"); (c) will provide the Services in accordance with the professional standards and principles applicable to their profession; and (d) are not, and at no time have been, excluded from participation in any federally funded health care program, including Medicare or Medicaid, or sanctioned under any applicable state or federal fraud and abuse statutes. Contractor will provide Facility with a copy of the Contractor Licenses upon request. Contractor shall provide prompt written notice to the Facility of any changes in the Contractor Licenses, including any temporary or permanent suspension or revocation of any Contractor License, or any sanction or proposed sanction or exclusion against Contractor, or any officer, director or owner of Contractor, in connection with participation in any federally funded health care program.

**3. Compliance.** Contractor shall provide, and shall ensure that the Contractor Personnel provide, the Services to Facility's residents in accordance with (a) all applicable requirements of federal, state or local laws, rules and/or regulations, including official interpretations of those requirements by the entities charged with implementing and enforcing them, including, without limitation, nondiscrimination on the basis of race, color, national origin, handicap, age, or other protected class; (b) accepted professional standards of practice; and (c) all Facility policies and procedures and any revisions thereto that are applicable to the provision of Services to Facility residents, copies of which shall be provided to Contractor. Contractor shall participate, as reasonably requested, in quality monitoring programs established by Facility. If applicable, vendor agrees to comply with the provisions of paragraphs 1 through 7 of 41 C.F.R. Section 60-1.4(a); the affirmative action for disabled workers clauses set forth in 41 C.F.R. Section 60-741.5(a); and the affirmative action for veterans clauses set forth in 41 C.F.R. Section 60-250.4, which are incorporated by reference herein.

**4. Corporate Compliance Program.**

a. Contractor acknowledges Facility's Corporate Compliance Program and receipt of Facility's Code of Conduct, including its mechanism for reporting suspected fraud, abuse or other illegal or unethical activities (Hotline (800) 572-9981). If Contractor has its own compliance program, Contractor represents and warrants that the Contractor Personnel who provide billing services or patient care services with respect to federal health care program beneficiaries at Facility shall read and understand Contractor's integrity brochure, which includes its standards of conduct, prior to commencement of Services under this Agreement. To the extent that Contractor's standards of conduct and integrity program differ in any material respect affecting ethical conduct from the compliance information and requirements contained in the Facility's Code of Conduct, Contractor shall inform the Contractor Personnel of such additional information and requirements and that Facility has a mechanism for reporting misconduct. Contractor agrees to obtain and retain a signed certification from each of the Contractor Personnel providing Services to the Facility that they have received, read and understand Contractor's integrity program, including its standards of conduct and any additional information provided by Contractor's Compliance Officer relating to Facility's Code of Conduct and agree to abide by such requirements therein. Such certification shall be obtained prior to commencement of Services under this Agreement, shall be maintained by Contractor and shall be made available for review by Facility or Facility's agents upon reasonable request.

b. If Contractor does not maintain a compliance program Contractor represents and warrants that each of the Contractor Personnel who provide billing services or patient care services with respect to federal health care program beneficiaries at Facility shall read and review Facility's Code of Conduct prior to commencement of Services under this Agreement. Contractor agrees to obtain and retain a signed certification from each of the Contractor Personnel providing Services to the Facility that they have received, read and understand Facility's Code of Conduct and agree to abide by the requirements of Facility's Corporate Compliance Program. Such certification shall be obtained prior to commencement of Services under this Agreement, shall be maintained by Contractor and shall be made available for review by Facility or Facility's agents upon reasonable request.

**5. Patient Records.** Facility and Contractor shall each prepare and maintain records concerning Facility's residents receiving Services under this Agreement, in accordance with applicable federal and state laws, regulations and program guidelines. Contractor shall provide to Facility documentation of the Services provided to, and any other relevant information regarding Contractor's contact with, Facility residents hereunder. If the Services are provided on the Facility premises, such documentation shall be made in the residents' medical record or chart, which shall be and remain the property of the Facility. If the Services are provided off of the Facility premises, such documentation shall be on the forms and in the format required by Facility policies and procedures in accordance with applicable laws, regulations and program guidelines. Contractor hereby agrees to maintain the confidentiality of all information and records relating to Facility's residents which it acquires in the course of performing the Services and to assure that such confidentiality is maintained by each of the Contractor Personnel providing Services pursuant to this Agreement.

**6. HIPAA Compliance.** See Exhibit C.

**7. Record Retention Requirements.**

a. All records created by Contractor in connection with the provision of Services pursuant to this Agreement, including patient records and records related to billing and payment, shall be retained by Facility and Contractor for a period of seven (7) years from the date the Service was provided or such greater time period as may be required by applicable law. Facility shall be permitted to inspect and/or duplicate any patient record, chart or other record of Contractor relating to the provision of Services hereunder by Contractor for any business purpose, including, without limitation, determining Contractor's compliance with the terms of this Agreement; ensuring safe, dependable and efficient patient care; satisfying Facility's obligations to any patient; or defending any allegation of malpractice or other liability against Facility.

b. To the extent the value or cost of Services furnished under this Agreement is \$10,000 or more over a twelve month period, then Contractor, for a period of four (4) years after the furnishing of such Services, shall retain and shall make available upon written request by the Secretary of the Department of Health and Human Services, the Comptroller General, or their authorized representatives, a copy of this Agreement and all books, documents and records that are necessary to certify the nature and extent of the costs incurred by Facility under this Agreement. Contractor further agrees that in the event Contractor carries out any of its duties under this Agreement through a permitted subcontract with a related organization with a value or cost of \$10,000 or more over a twelve month period, such subcontract shall contain a provision requiring the related organization, for a period of four (4) years after the furnishing of such Services, to retain and to make available upon written request by the Secretary of the Department of Health and Human Services, the Comptroller General, or their authorized representatives, a copy of such subcontract and all books, documents and records of such organization that are necessary to verify the nature and extent of such costs. Contractor agrees to notify the Facility promptly of the nature and scope of any governmental request for access to books and records related to this Agreement and to provide to the Facility, or make available, copies of any books, records or documents proposed to be provided. Any disclosure under this paragraph shall not be construed as a waiver of any other legal rights to which such party may be entitled.

c. This Section shall survive the expiration or termination of this Agreement.

**8. Insurance.** Contractor shall, at its sole cost and expense, procure, keep and maintain throughout the term of this Agreement, insurance coverage in the minimum amount of one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) annual aggregate, for professional liability, negligence, errors and omissions, and commercial general liability and applicable state statutory limits for workers compensation. In addition, contractor shall maintain commercial auto liability insurance with limits of at least three million dollars (\$3,000,000) combined

single limit and such insurance shall include a minimum of \$5,000 in medical payment coverage. Said insurance policies shall cover all services Contractor, its directors, officers, employees, agents and/or contractors provide. Contractor shall provide Facility with evidence of such insurance promptly upon request. In the event Contractor procures a "claims made" policy to meet the insurance requirements herein, Contractor agrees to purchase "tail" coverage upon the termination of any such policy providing for an indefinite reporting period.

9. **Indemnification.** Each party shall indemnify, defend, and hold the other party harmless from and against any and all losses, claims, suits, damages, liabilities and expenses (including, without limitation, reasonable attorneys' fees) of any nature or kind whatsoever arising out of or resulting from, directly or indirectly: (a) a party's breach of this Agreement, including, without limitation, breach of any representation, warranty, or covenant of such party in this Agreement; and (b) any alleged negligent or intentional acts or omissions of a party, its agents or employees, based upon, arising out of or attributable to the performance or non-performance of their respective obligations under this Agreement. Upon notice, the other party shall resist and defend, at its own expense, any such claim or action. Said indemnity is in addition to any other rights the indemnified party may have against the indemnifying party. This Section shall survive the expiration or termination of this Agreement.

10. **Independent Contractor.** Nothing contained herein or any document executed in connection herewith shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent, employer and employee, partnership, or joint venture between the parties. Each party hereby acknowledges that neither it nor its Agents shall have any right or entitlement in or to any of the unemployment, workers compensation, health, pension, retirement, or other benefit programs now or hereafter available to the other party's employees.

~~11. **Arbitration.** Any dispute or controversy arising under this Agreement or any amendment hereof or the breach hereof shall be settled by arbitration in the county in which the Facility is located, in accordance with the rules of the American Health Lawyers Association Alternative Dispute Resolution Service and applying the laws of the State in which the Facility is located. Any award rendered by the arbitrator shall be final and binding upon each of the parties, and judgment thereof may be entered in any court having jurisdiction. During the pendency of any such arbitration and until final judgment thereon has been entered, this Agreement shall remain in full force and effect unless otherwise terminated as provided in this Agreement. Notwithstanding anything to the contrary in this Section, any party may seek a temporary restraining order or other interim injunctive or provisional relief from a court of proper jurisdiction without first resorting to the arbitration procedures set forth in this Section. If any such relief is obtained the arbitrator(s) shall address the continuance, modification or termination of such relief in the order and the parties agree to abide by the arbitrator's decision regarding such relief. This Section shall survive the expiration or termination of this Agreement.~~

No Arbitration

12. **Cumulation of Remedies; No Waiver.** The various rights, options, elections, powers, and remedies of the respective parties as provided in this Agreement are in addition to any others that said parties may be entitled to by law, shall be construed as cumulative, and no one of them is exclusive of any of the others, or of any right or priority allowed by law. The failure of a party to exercise any of its rights or to give any notice with respect to any default by the other party or otherwise to insist upon the strict performance of the other party's obligations hereunder shall not be deemed a waiver of such party's right with respect thereto in the future.

13. **Attorney's Fees.** If Contractor or Facility brings any action to interpret or enforce this Agreement, or for damages for any alleged breach hereof, whether by arbitration or otherwise, the prevailing party in any such action shall be entitled to reasonable attorneys' fees and costs as awarded by the arbitrator in addition to all other recovery, damages and costs. This Section shall survive the expiration or termination of this Agreement.

14. **Governing Law; Statutory References.** This Agreement shall be governed by and construed in accordance with the laws of the State in which the Facility is located, without regard to the conflict of laws rules of such State. Any reference in this Agreement to any statute, regulation, ruling, or administrative order or decree shall include and be a reference to any successor statute, regulation ruling, or administrative order or decree.

15. **Force Majeure.** Neither party hereto shall be liable for any delay or failure in the performance of any obligation under this Agreement or for any loss or damage (including indirect or consequential damage) to the extent that such nonperformance, delay, loss or damage results from any contingency which is beyond the control of such party, provided such contingency is not caused by the fault or negligence of such party. A contingency for the

purposes of this Agreement shall include Acts of God, fires, floods, earthquakes, explosions, storms, wars, hostilities, blockades, public disorders, quarantine restrictions, embargoes, and compliance with any law, order or control of, or insistence by any governmental or military authority.

**16. Confidentiality.** The parties hereto shall hold in confidence the information contained in this Agreement or other information about a party, and each of them hereby acknowledges and agrees that all information related to this Agreement or other information about a party, not otherwise known to the public, is confidential and proprietary and is not to be disclosed to third persons without the prior written consent of each of the parties except (a) to the extent necessary to comply with any law, rule or regulation, including, without limitation, any rule or regulation promulgated by the SEC, or the valid order of any governmental agency or any court of competent jurisdiction; (b) to its auditors and its attorneys as part of its normal reporting or review procedure; (c) to its insurance agent to the extent necessary to obtain appropriate insurance; or (d) as necessary to enforce its rights and perform its agreements and obligations under this Agreement. This Section shall survive the expiration or termination of this Agreement.

**17. Miscellaneous.** This Agreement may not be modified, amended or supplemented, nor may any term or condition be waived, except by an agreement in writing signed by both parties. Neither this Agreement nor any of the duties or obligations of Contractor hereunder shall be assigned or delegated by Contractor without prior written consent of Facility. Subject to the restrictions against transfer or assignment as herein set forth, the provisions of this Agreement shall inure to the benefit of, and shall be binding on, the heirs, assigns, successors, personal representatives, estates and legatees of each of the parties hereto. This Agreement shall constitute the entire agreement between the parties hereto with respect to the transactions contemplated hereby and shall supersede all prior or contemporaneous negotiations, understandings, and agreements. There are no representations, agreements, arrangements or understandings, oral or written, between or among the parties hereto relating to the subject matter of this Agreement that are not fully expressed herein. If any provision of this Agreement is found to be invalid or unenforceable by any court or other lawful forum, such provision shall be ineffective only to the extent that it is in contravention of applicable laws without invalidating the remaining provisions of this Agreement, unless such invalidity or unenforceability would defeat an essential business purpose of this Agreement.

**18. Survival.** Except as otherwise expressly provided in this Agreement, all covenants, agreements, representations and warranties, express and implied, shall survive expiration or termination of this Agreement.

**19. Signatures.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same agreement. Facsimile signatures shall be acceptable as originals. Any individual signing this Agreement on behalf of an entity hereby represents and warrants in his individual capacity that he has full authority to do so on behalf of such entity; provided, however, that Contractor acknowledges and agrees that this Agreement is not binding on the Facility until accepted by the Facility's Director of Operations as evidenced by his or her signature on the Agreement.

**Exhibit C****Business Associate Addendum**

Business Associate and Covered Entity are parties to a Services Agreement (the "Agreement"). For purposes of complying with the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996, as amended, and the regulations promulgated thereunder (collectively, "HIPAA") and the requirements of Subtitle D of the Health Information Technology for Economic and Clinical Health Act and the regulations promulgated thereunder (collectively, "HITECH"), if and only to the extent that Business Associate is acting as a business associate (as defined by HIPAA) of Covered Entity, the parties agree as follows:

1. **Definitions.** Capitalized terms used, but not otherwise defined in this Addendum, shall have the same meaning as those terms in the HIPAA regulations and HITECH, and the following capitalized terms shall be given the following meanings:

1.1. "Breach" means the acquisition, access, Use or Disclosure of PHI in a manner not permitted under the Privacy Rule that poses a significant risk of financial, reputational, or other harm to the Individual who is the subject of the PHI. Breach does not include: (a) Use or Disclosure of Protected Health Information (PHI) that does not include the identifiers listed at 45 C.F.R. § 164.514(e)(2), date of birth, and zip code; (b) any unintentional acquisition, access, or Use of PHI by a member of Business Associate's Workforce or a person acting under the authority of Business Associate, if such acquisition, access or Use was made in good faith and within the person's scope of authority and does not result in further Use or Disclosure in a manner not permitted under the Privacy Rule; (c) any inadvertent Disclosure by a person who is authorized to access PHI at Business Associate to another person authorized to access PHI at Business Associate, provided the information received as a result of such Disclosure is not further Used or Disclosed in a manner not permitted under the Privacy Rule; or (d) a Disclosure of PHI where Business Associate has a good faith belief that an unauthorized person to whom the Disclosure was made would not reasonably have been able to retain such information.

1.2. "Compliance Date" means, in each case, the date by which compliance is required under the referenced provision of HITECH.

1.3. "Disclose" and "Disclosure" mean, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Business Associate's internal operations or to other than its employees.

1.4. "HITECH" means the Health Information Technology for Economic and Clinical Health Act, enacted as part of the American Recovery and Reinvestment Act of 2009, Pub. Law No. 111-5, and any regulations promulgated thereunder. References in this Addendum to a section or subsection of title 42 of the United States Code are references to provisions of HITECH. Any reference to provisions of HITECH in this Addendum shall be deemed a reference to that provision and its existing and future implementing regulations, when and as each is effective.

1.5. "Privacy Rule" means the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Part 160 and Part 164, Subparts A and E.

1.6. "Protected Health Information" or "PHI" means information, including demographic information that (a) relates to the past, present or future physical or mental health or condition of an individual, the provision of health care to an individual, or the past, present or future payment for the provision of health care to an individual; (b) identifies the individual (or for which there is a reasonable basis for believing that the information can be used to identify the individual); and (c) is received by Business Associate from or on behalf of Covered Entity, or is created by Business Associate for Covered Entity, or is made accessible to Business Associate by Covered Entity.

1.7. "Security Rule" means the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C.

1.8. "Unsecured Protected Health Information" or "Unsecured PHI" means Protected Health Information that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a

technology or methodology specified by the Secretary in the guidance issued under section 13402(h)(2) of Public Law 111-5.

1.9. "Use" or "Uses" mean, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Protected Health Information within Business Associate's internal operations.

2. **Confidentiality Obligation.** Business Associate will not Use or Disclose PHI other than as permitted by the Agreement or this Addendum, or as Required by Law.

3. **Permitted Uses and Disclosures of PHI.** Business Associate shall Use or Disclose PHI only as necessary to perform services under the Agreement or as Required by Law, provided such Use or Disclosure would not: (i) violate the Privacy Rule, Security Rule, other applicable provisions of HIPAA or HITECH if done by Covered Entity; or (ii) violate the minimum necessary policies and procedures of Covered Entity.

4. **Safeguards.** Business Associate shall protect PHI from any improper oral or written disclosure by enacting and enforcing safeguards to maintain the security of and to prevent any Use or Disclosure of PHI other than is permitted by this Agreement. Such safeguards shall include administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any electronic PHI that it creates, receives, maintains, or transmits on behalf of Covered Entity. As of the Compliance Date for 42 U.S.C. § 17931, Business Associate shall comply with the Security Rule requirements set forth at 45 C.F.R. §§ 164.308, 164.310, 164.312, and 164.316, as well as additional requirements of HITECH that relate to security and are applicable to Covered Entity. As of the Compliance Date for 42 U.S.C. § 17934, Business Associate shall also comply with the requirements of Subtitle D of HITECH that relate to privacy and are applicable to Covered Entity.

5. **Access and Amendment.** Upon the request of Covered Entity, Business Associate shall: (a) make the PHI specified by Covered Entity available to Covered Entity or to the Individual(s) identified by Covered Entity as being entitled to access in order to meet the requirements under 45 C.F.R. § 164.524 ; and (b) make PHI available to Covered Entity for the purpose of amendment and incorporate changes or amendments to PHI when notified to do so by Covered Entity.

6. **Accounting.** Upon Covered Entity's request, Business Associate shall provide to Covered Entity or, when directed in writing by Covered Entity, directly to an Individual in a time and manner specified by Covered Entity, an accounting of each Disclosure of PHI made by Business Associate or its employees, agents, representatives or subcontractors as would be necessary to permit Covered Entity to respond to a request by an Individual for an accounting of Disclosures of PHI in accordance with 45 CFR § 164.528. Any accounting provided by Business Associate under this subsection shall include: (a) the date of the Disclosure; (b) the name, and address if known, of the entity or person who received the PHI; (c) a brief description of PHI disclosed; and (d) a brief statement of the purpose of the Disclosure. For each Disclosure that could require an accounting under this subsection, Business Associate shall document the information specified in (a) through (d), above, and shall securely retain this documentation for six (6) years from the date of the Disclosure.

7. **Access to Books and Records.** Business Associate shall make its internal practices, books and records relating to the Use and Disclosure of PHI pursuant to this Addendum available to the Secretary of the Department of Health and Human Services for purposes of determining Covered Entity's compliance with HIPAA. Covered Entity shall have the right to access and examine ("Audit") the books, records, and other information of Business Associate related to this Addendum. Such Audit rights shall be in addition to and notwithstanding any audit provisions set forth in the Agreement. Business Associate shall cooperate fully with any such Audit(s) and shall provide all books, records, data and other documentation reasonably requested by Covered Entity. Covered Entity may make copies of such documentation. To the extent possible, Covered Entity will provide Business Associate reasonable notice of the need for an Audit and will conduct the Audit at a reasonable time and place. Notwithstanding the foregoing, Covered Entity will not have access to any books, records, data and/or documentation related to any of Business Associate's other clients.

8. **Agents and Subcontractors.** Business Associate shall require all subcontractors and agents to which it provides PHI received from, or created or received on behalf of Covered Entity, to agree to all of the same restrictions and conditions concerning such PHI to which Business Associate is bound in this Addendum.

**9. Reporting of Violations.** Business Associate shall report to Covered Entity any Use or Disclosure of PHI not authorized by this Addendum immediately upon becoming aware of it. This reporting obligation includes, without limitation, the obligation to report any Security Incident, as that term is defined in 45 C.F.R. § 164.304.

**9.1. Breach Notification.** Business Associate also shall notify Covered Entity of any Breach of Unsecured PHI. Such notification shall occur without unreasonable delay and in no case later than fifteen (15) days after Business Associate discovers the Breach in accordance with 45 C.F.R. § 164.410. The notification shall comply with the Breach notification requirements set forth at 42 U.S.C. § 17832 and its implementing regulations at 45 C.F.R. § 164.410 and shall include: (a) to the extent possible, the identification of each person whose Unsecured PHI has been, or is reasonably believed by Business Associate to have been, accessed, acquired, or Disclosed during such Breach; and (b) any other available information about the Breach, including: (i) a description of what happened, including the dates of the Breach and discovery of the Breach, if known; (ii) a description of the types of Unsecured PHI involved in the Breach; (iii) any steps affected persons should take to protect themselves from potential harm resulting from the Breach; and (iv) the steps Business Associate is taking to investigate the Breach, mitigate harm to individuals, and to protect against any further Breaches. Business Associate shall provide Covered Entity with such additional information about the Breach either at the time of its initial notification to Covered Entity or as promptly thereafter as the information becomes available to Business Associate.

## **10. Term and Termination.**

**10.1.** This Addendum begins on the Effective Date and remains in effect for the entire term of the Agreement unless otherwise terminated as provided below.

**10.2.** In addition to and notwithstanding the termination provisions set forth in the Agreement, both this Addendum and the Agreement may be terminated by Covered Entity in the event that Covered Entity determines Business Associate has violated a material term of this Addendum and such violation has not been remedied within fifteen (15) days following written notice to Business Associate.

**10.3.** Except as provided below, upon termination of this Addendum, Business Associate shall either return or destroy all PHI in the possession or control of Business Associate or its agents and subcontractors and shall retain no copies of such PHI. However, if Covered Entity determines that neither return nor destruction of PHI is feasible, Business Associate may retain PHI provided that it extends the protections of this Addendum to the PHI and limits further Uses and Disclosures to those purposes that make the return or destruction of the PHI infeasible, for so long as Business Associate maintains such PHI.

**11. Inconsistent Terms; Interpretation.** If any portion of this Addendum is inconsistent with the terms of the Agreement, the terms of this Addendum shall prevail. Except as set forth above, the remaining provisions of the Agreement are ratified in their entirety. Any ambiguity in this Addendum shall be resolved to permit Covered Entity to comply with the Privacy Rule, Security Rule, other applicable provisions of HIPAA, and HITECH and any regulations promulgated thereunder.

**12. Regulatory References.** A reference in this Addendum to a section in the Privacy Rule, Security Rule, other applicable provisions of HIPAA or HITECH or any regulations promulgated thereunder means the section as in effect or as amended.

**13. Amendment.** Covered Entity and Business Associate agree to take such action as is necessary to amend this Addendum from time to time as is necessary for the parties to comply with the requirements of the Privacy Rule, Security Rule, other applicable provisions of HIPAA, or HITECH and any regulations promulgated thereunder. Notwithstanding the foregoing, Covered Entity may unilaterally amend this Addendum as is necessary to comply with applicable laws and regulations and the requirements of applicable state and federal regulatory authorities. Covered Entity will provide written notice to Business Associate of such amendment and its effective date. Unless such laws, regulations or regulatory authorities require otherwise, the signature of Business Associate will not be required in order for the amendment to take effect.

**14. Indemnification.** Business Associate shall defend, indemnify and hold harmless Covered Entity and its directors, officers, employees, and agents (collectively, the "Indemnitees") from and against any and all claims, losses, damages, suits, fees, judgments, costs and expenses, including reasonable attorneys' fees, that the

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Indemnitees may suffer or incur arising out of or in connection with Business Associate's breach, non-performance, non-compliance, or failure to observe any term of this Addendum.

15. **Survival.** The respective rights and obligations of Business Associate under section 7, subsection 10.3 and section 14 of this Addendum shall survive the termination of this Addendum and the Agreement.

### **Tenn. Code Ann. § 12-9-103**

Current through Chapter 142, as well as Chapters 144 through 249 and Chapters 251 through 318 and Chapters 320 through 350 of the 2023 Regular Session. The commission may make editorial changes to this version and may relocate or redesignate text. Those changes will appear on Lexis Advance after the publication of the certified volumes and supplements. Pursuant to TCA sections 1-1-110, 1-1-111, and 1-2-114, the Tennessee Code Commission certifies the final, official version of the Tennessee Code. Until the annual issuance of the certified volumes and supplements, references to the updates made by the most recent legislative session should be to the Public Chapter and not TCA.

***TN - Tennessee Code Annotated > Title 12 Public Property, Printing And Contracts > Chapter 9 Interlocal Cooperation Act***

### **12-9-103. Chapter definitions.**

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As used in this chapter, unless the context otherwise requires:

- (1) "Local government entity" means any city, town, municipality, county, including any county having a metropolitan form of government, local education agency, development district, utility district, human resource agency or other political subdivision of this state;
- (2) "Local government joint venture entity" means any entity created pursuant to this chapter, including, but not limited to, a self-insurance pool, trust, joint venture, nonprofit organization, or any other type of organization that is sponsored, owned, operated, or governed by two (2) or more local government entities as a separate and specific activity;
- (3) "**Public agency**" means:
  - (A) Any political subdivision of this state;
  - (B) Any private incorporated fire department and industrial fire department not supported by public funds or which are only partially supported by public funds;
  - (C) Any incorporated rescue squad that is not supported by public funds or that is only partially supported by public funds;
  - (D) Any agency of the state government or of the United States; and
  - (E) Any political subdivision of another state; and
- (4) "State" means a state of the United States.

### **History**

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Acts 1967, ch. 350, § 3; T.C.A., § 12-803; Acts 1983, ch. 45, § 2; 1995, ch. 17, § 1; 2006, ch. 923, § 1.

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End of Document

### **Tenn. Code Ann. § 12-9-110**

Current through Chapter 142, as well as Chapters 144 through 249 and Chapters 251 through 318 and Chapters 320 through 350 of the 2023 Regular Session. The commission may make editorial changes to this version and may relocate or redesignate text. Those changes will appear on Lexis Advance after the publication of the certified volumes and supplements. Pursuant to TCA sections 1-1-110, 1-1-111, and 1-2-114, the Tennessee Code Commission certifies the final, official version of the Tennessee Code. Until the annual issuance of the certified volumes and supplements, references to the updates made by the most recent legislative session should be to the Public Chapter and not TCA.

***TN - Tennessee Code Annotated > Title 12 Public Property, Printing And Contracts > Chapter 9 Interlocal Cooperation Act***

### **12-9-110. Contracts for conveyance of property.**

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- (a) Any one (1) or more public agencies may contract with any one (1) or more public agencies for the conveyance or transfer of property, real or personal, if:
- (1) The public agency or agencies receiving the conveyance or transfer utilizes the property for a public purpose; and
  - (2) The governing body of each public agency that is a party to the contract authorizes such conveyance or transfer and determines that the terms and conditions set forth are appropriate.
- (b) Any public agency utilizing the authority of this section shall not be required to declare such property surplus prior to the conveyance or transfer, and shall also be exempt from contrary requirements in any budget or purchasing act, public or private.

### **History**

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Acts 2005, ch. 336, § 1.

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## HEALTHCARE SERVICE AGREEMENT

(Transportation Services)

This Health Care Services Agreement ("Agreement") is by and **between DIVERSICARE and ANDERSON COUNTY EMS** ("Contractor"). Any notices or other communications required, or permitted to be given pursuant to this Agreement shall be sent to the parties at the addresses set forth on the signature page to this Agreement.

1. **Term.** This Agreement shall commence on June 1, 2022 and shall expire on June 30 2025, unless earlier terminated as provided herein. In the event this Agreement is terminated prior to one year from the commencement date, the parties shall not enter into a substantially similar agreement until the expiration of at least one (1) year following the commencement date.
2. **Services and Compensation** Contractor shall provide the services to Facility and its residence ( the "Services" ), and shall receive compensation for those Services, as set forth on Exhibit A attached hereto and incorporated herein by reference.
3. **Payment.** In the event Facility is required by the compensation provisions, set forth in Exhibit A to pay Contractor directly for the Services, Facility shall pay Contractor within forty-five (45) days of receipt by Facility of Contractor's accurate and complete invoice containing all documentation required by Facility including a line item list of all Services provided by Contractor for each resident to include HCPCS or other applicable coding, services date (s), quantities and charges. Invoices submitted later than one hundred twenty (120) days following the date the Service was provided shall be deemed untimely, and Facility shall not be required to pay Contractor for such Services.
4. **Termination.** This Agreement may be terminated as follows:
  - a. **Without Cause.** Either party shall have the right to terminate this Agreement in the event of the other party's breach of this Agreement by providing at least thirty (30) days written notice to the other party.
  - b. **Breach.** Either party shall have the right to terminate this Agreement in the event of the other party's breach of this Agreement by providing at least thirty (30) days written notice of the other party. Any such notice shall specify the cause upon which it is based. The violating party shall have the thirty (30) day notice period in which to rectify the cause specified in the notice of termination, or if such cause is not rectified to the satisfaction of the non-breaching party within such thirty (30) day period, This Agreement shall thereupon automatically terminate.
  - c. **Material Change.** To the extent that changes in laws, regulations, or the method of amount of reimbursement require the restructuring of the relationship between the parties established by this Agreement, the parties shall negotiate in good faith to amend this Agreement and otherwise restructure their relationship in order to effectuate their mutually agreed upon purposes. If the parties are unable to resolve the matter within their (30) days, either party may, at its option, immediately terminate this Agreement.
  - d. **Immediate Termination.** Facility may immediately terminate this Agreement upon the occurrence of any of the following events: (i) loss of suspension of any license of

Contractor required for the provision of the Services pursuant to this Agreement or the imposition of any sanction against Contractor under federal or state fraud and abuse laws and regulations or any other federal or state laws or regulations relating to contractor's participation in the Medicare or state Medicaid programs; (ii) appointment of a receiver for Contractor's assets, an assignment by Contractor for the benefit of its creditors or any relief taken or suffered by Contractor under any bankruptcy or insolvency act; or (iii) any jeopardy to the health or safety of residents of the facility.

- e. **Automatic Termination.** This Agreement shall automatically terminate in the event either party is excluded from participation in any federally funded health care program including Medicare or Medicaid as of the effective date of such exclusion.

5. **General Terms and Conditions.** The General Terms and Conditions set forth on Exhibit B attached hereto are incorporated herein by reference as through fully set forth herein. Facility and Contractor shall comply with the General Terms and Conditions as part of this Agreement.
6. **Entire Agreement.** This Agreement, including the Exhibits attached hereto and referenced herein, contains the sole and entire agreement between the parties regarding the subject matter hereof and supersedes all prior written or oral agreement between the parties. The Agreement will not be construed in favor of or against any party by reason of the extent of which any party participated in the preparation of the Agreement. If either party has made any change to the other party on notice of the change, the change shall not become part of the Agreement.

**IN WITNESS WHEREOF**, the parties by the duly authorized representative have entered into this Agreement  
As of the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

**FACILITY:**

Diversicare

By: \_\_\_\_\_  
Executive Director

Accepted By: \_\_\_\_\_  
Director of Operations

Address for Notices  
100 Elmhurst  
Oak Ridge, TN 37830

COPY TO Diversicare

**CONTRACTOR:**

Anderson County EMS

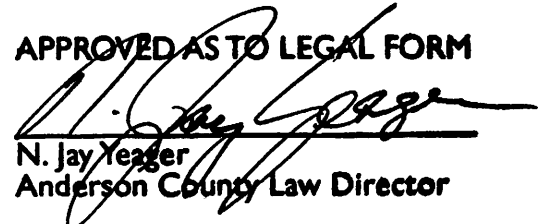
BY: \_\_\_\_\_

Name \_\_\_\_\_

Title: \_\_\_\_\_

Address for Notices  
314 Public Safety Lane  
Clinton, TN 37716  
Attn: Nathan Sweet, Director

**APPROVED AS TO LEGAL FORM**

  
N. Jay Yeager  
Anderson County Law Director

**Exhibit A**

**Transportation Services and Compensation**

**1. Services.** Contractor shall provide, on a non-exclusive basis, emergency and non-emergency medical transportation services to Facility's residents twenty-four (24) hours a day, seven (7) days a week. Contractor shall provide the Services promptly and in accordance with the medical needs of the resident. Facility shall abide by the Anderson County resolution governing ambulance services.

a. For all scheduled requests for Services, Contractor agrees to have its driver arrive at the patient's designated pick-up location promptly at the scheduled time. For all unscheduled requests for non-emergency Services, Contractor agrees to have its driver arrive at the patient's designated pick-up location as promptly as possible and, in any event, no later than one (1) hour after the unscheduled request has been made. Emergency Services will be provided as promptly as possible in accordance with applicable legal and regulatory standards.

b. Contractor shall provide a telephone number for Facility to initiate transportation requests for Services and, upon receiving such a request from Facility, Contractor will use its dispatcher to arrange for the timely provision of Services as required under the terms of this Agreement.

c. Contractor shall use Contractor's own equipment and/or supplies in the performance of the Services. Contractor shall use appropriately licensed and/or certified vehicles and equipment to provide the Services hereunder and shall keep such vehicles and its equipment and supplies in good order, condition, and repair pursuant to applicable legal and regulatory requirements. Contractor will maintain, and provide to Facility upon request, written service records for all servicing of the vehicle(s) used by Contractor to provide Services under the terms of this Agreement.

d. Contractor shall file a written report and provide documentation to Facility with respect to any known injuries occurring to residents during transport (falls, etc.), indicating the type of injury, the place and time that the injury occurred, and any other information requested by Facility.

**2. Compensation.**

a. *Consolidated Billing Services.* "Consolidated Billing Services" shall mean and include those Services provided to residents during the course of a stay in the Facility which is covered under Medicare Part A, except as otherwise provided in 42 U.S.C. § 1395yy, 42 C.F.R. § 411.15, applicable CMS Program Memoranda and Transmittals, or the Skilled Nursing Facility Provider and Supplier Coding Files, as published and amended or updated by CMS.

i. Facility shall compensate Contractor for any Consolidated Billing Services provided to Facility residents at 100% Medicare Fee Schedule for ambulance services to Medicare patients.

ii. Contractor's invoice for Consolidated Billing Services shall include accurate and complete documentation of each Service provided, including an itemized list of Services performed for each resident, HCPCS or other applicable coding, Service date(s), and applicable charges.

iii. Contractor shall provide additional documentation regarding Consolidated Billing Services, as reasonably requested by Facility. Contractor shall have the right, upon request, to audit Contractor's charges for Consolidated Billing Services.

iv. In the event Contractor receives payment from Facility for a Consolidated Billing Service, and payment for the Service is later disallowed or recouped by Medicare, Contractor shall repay to Facility such amounts to the extent that such disallowance or recoupment resulted from the acts, errors or omissions of Contractor. At its option, Facility may either offset the amounts disallowed or recouped from any future payments due to Contractor hereunder or may require Contractor to repay such amounts immediately upon Facility's request.

23-0110

b. *Direct Bill Services.* Contractor shall invoice the resident, the resident's responsible party, Medicare, Medicaid, a managed care organization or any other third party reimbursement source (collectively referred to as the "Appropriate Payor") for all Services to residents other than Consolidated Billing Services ("Direct Bill Services") at rates not to exceed Contractor's usual charge for Services and in accordance with applicable requirements of federal and state laws and regulations. Contractor agrees to accept payments from such Appropriate Payors as payment in full for Direct Bill Services rendered under this Agreement. Contractor shall not bill Facility for Direct Bill Services, and Facility shall have no obligation to compensate Contractor for such Services.

**Exhibit B****General Terms and Conditions**

**1. Incorporation by Reference.** These General Terms and Conditions are incorporated by reference into the Agreement to which they are attached. Capitalized terms not defined herein shall have the meaning set forth in the Agreement.

**2. Licenses, Permits and Accreditations.** The Facility, in accordance with applicable law, is responsible for obtaining Services that meet professional standards and principles that apply to professionals providing such Services in the Facility and for the timeliness of the Services. Accordingly, Contractor hereby represents and warrants to the Facility that Contractor and each of its employees, agents and subcontractors who perform Services on behalf of Contractor pursuant to this Agreement (the "Contractor Personnel"): (a) are, and will remain at all times throughout the term of this Agreement, authorized to participate in the Medicare and state Medicaid programs and shall comply with all conditions of participation or other requirements applicable to participation in such programs; (b) have, and will maintain at all times throughout the term of this Agreement, all the necessary qualifications, certifications, licenses and/or accreditations required by federal, state and local laws and regulations to provide the Services covered by this Agreement, including but not limited to state and federal DOT regulations applicable to operations of commercial vehicles providing healthcare transportation (collectively, "Contractor Licenses"); (c) will provide the Services in accordance with the professional standards and principles applicable to their profession; and (d) are not, and at no time have been, excluded from participation in any federally funded health care program, including Medicare or Medicaid, or sanctioned under any applicable state or federal fraud and abuse statutes. Contractor will provide Facility with a copy of the Contractor Licenses upon request. Contractor shall provide prompt written notice to the Facility of any changes in the Contractor Licenses, including any temporary or permanent suspension or revocation of any Contractor License, or any sanction or proposed sanction or exclusion against Contractor, or any officer, director or owner of Contractor, in connection with participation in any federally funded health care program.

**3. Compliance.** Contractor shall provide, and shall ensure that the Contractor Personnel provide, the Services to Facility's residents in accordance with (a) all applicable requirements of federal, state or local laws, rules and/or regulations, including official interpretations of those requirements by the entities charged with implementing and enforcing them, including, without limitation, nondiscrimination on the basis of race, color, national origin, handicap, age, or other protected class; (b) accepted professional standards of practice; and (c) all Facility policies and procedures and any revisions thereto that are applicable to the provision of Services to Facility residents, copies of which shall be provided to Contractor. Contractor shall participate, as reasonably requested, in quality monitoring programs established by Facility. If applicable, vendor agrees to comply with the provisions of paragraphs 1 through 7 of 41 C.F.R. Section 60-1.4(a); the affirmative action for disabled workers clauses set forth in 41 C.F.R. Section 60-741.5(a); and the affirmative action for veterans clauses set forth in 41 C.F.R. Section 60-250.4, which are incorporated by reference herein.

**4. Corporate Compliance Program.**

a. Contractor acknowledges Facility's Corporate Compliance Program and receipt of Facility's Code of Conduct, including its mechanism for reporting suspected fraud, abuse or other illegal or unethical activities (Hotline (800) 572-9981). If Contractor has its own compliance program, Contractor represents and warrants that the Contractor Personnel who provide billing services or patient care services with respect to federal health care program beneficiaries at Facility shall read and understand Contractor's integrity brochure, which includes its standards of conduct, prior to commencement of Services under this Agreement. To the extent that Contractor's standards of conduct and integrity program differ in any material respect affecting ethical conduct from the compliance information and requirements contained in the Facility's Code of Conduct, Contractor shall inform the Contractor Personnel of such additional information and requirements and that Facility has a mechanism for reporting misconduct. Contractor agrees to obtain and retain a signed certification from each of the Contractor Personnel providing Services to the Facility that they have received, read and understand Contractor's integrity program, including its standards of conduct and any additional information provided by Contractor's Compliance Officer relating to Facility's Code of Conduct and agree to abide by such requirements therein. Such certification shall be obtained prior to commencement of Services under this Agreement, shall be maintained by Contractor and shall be made available for review by Facility or Facility's agents upon reasonable request.

b. If Contractor does not maintain a compliance program Contractor represents and warrants that each of the Contractor Personnel who provide billing services or patient care services with respect to federal health care program beneficiaries at Facility shall read and review Facility's Code of Conduct prior to commencement of Services under this Agreement. Contractor agrees to obtain and retain a signed certification from each of the Contractor Personnel providing Services to the Facility that they have received, read and understand Facility's Code of Conduct and agree to abide by the requirements of Facility's Corporate Compliance Program. Such certification shall be obtained prior to commencement of Services under this Agreement, shall be maintained by Contractor and shall be made available for review by Facility or Facility's agents upon reasonable request.

**5. Patient Records.** Facility and Contractor shall each prepare and maintain records concerning Facility's residents receiving Services under this Agreement, in accordance with applicable federal and state laws, regulations and program guidelines. Contractor shall provide to Facility documentation of the Services provided to, and any other relevant information regarding Contractor's contact with, Facility residents hereunder. If the Services are provided on the Facility premises, such documentation shall be made in the residents' medical record or chart, which shall be and remain the property of the Facility. If the Services are provided off of the Facility premises, such documentation shall be on the forms and in the format required by Facility policies and procedures in accordance with applicable laws, regulations and program guidelines. Contractor hereby agrees to maintain the confidentiality of all information and records relating to Facility's residents which it acquires in the course of performing the Services and to assure that such confidentiality is maintained by each of the Contractor Personnel providing Services pursuant to this Agreement.

**6. HIPAA Compliance.** See Exhibit C.

**7. Record Retention Requirements.**

a. All records created by Contractor in connection with the provision of Services pursuant to this Agreement, including patient records and records related to billing and payment, shall be retained by Facility and Contractor for a period of seven (7) years from the date the Service was provided or such greater time period as may be required by applicable law. Facility shall be permitted to inspect and/or duplicate any patient record, chart or other record of Contractor relating to the provision of Services hereunder by Contractor for any business purpose, including, without limitation, determining Contractor's compliance with the terms of this Agreement; ensuring safe, dependable and efficient patient care; satisfying Facility's obligations to any patient; or defending any allegation of malpractice or other liability against Facility.

b. To the extent the value or cost of Services furnished under this Agreement is \$10,000 or more over a twelve month period, then Contractor, for a period of four (4) years after the furnishing of such Services, shall retain and shall make available upon written request by the Secretary of the Department of Health and Human Services, the Comptroller General, or their authorized representatives, a copy of this Agreement and all books, documents and records that are necessary to certify the nature and extent of the costs incurred by Facility under this Agreement. Contractor further agrees that in the event Contractor carries out any of its duties under this Agreement through a permitted subcontract with a related organization with a value or cost of \$10,000 or more over a twelve month period, such subcontract shall contain a provision requiring the related organization, for a period of four (4) years after the furnishing of such Services, to retain and to make available upon written request by the Secretary of the Department of Health and Human Services, the Comptroller General, or their authorized representatives, a copy of such subcontract and all books, documents and records of such organization that are necessary to verify the nature and extent of such costs. Contractor agrees to notify the Facility promptly of the nature and scope of any governmental request for access to books and records related to this Agreement and to provide to the Facility, or make available, copies of any books, records or documents proposed to be provided. Any disclosure under this paragraph shall not be construed as a waiver of any other legal rights to which such party may be entitled.

c. This Section shall survive the expiration or termination of this Agreement.

**8. Insurance.** Contractor shall, at its sole cost and expense, procure, keep and maintain throughout the term of this Agreement, insurance coverage in the minimum amount of one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) annual aggregate, for professional liability, negligence, errors and omissions, and commercial general liability and applicable state statutory limits for workers compensation. In addition, contractor shall maintain commercial auto liability insurance with limits of at least three million dollars (\$3,000,000) combined

single limit and such insurance shall include a minimum of \$5,000 in medical payment coverage. Said insurance policies shall cover all services Contractor, its directors, officers, employees, agents and/or contractors provide. Contractor shall provide Facility with evidence of such insurance promptly upon request. In the event Contractor procures a "claims made" policy to meet the insurance requirements herein, Contractor agrees to purchase "tail" coverage upon the termination of any such policy providing for an indefinite reporting period.

**9. Indemnification.** Each party shall indemnify, defend, and hold the other party harmless from and against any and all losses, claims, suits, damages, liabilities and expenses (including, without limitation, reasonable attorneys' fees) of any nature or kind whatsoever arising out of or resulting from, directly or indirectly: (a) a party's breach of this Agreement, including, without limitation, breach of any representation, warranty, or covenant of such party in this Agreement; and (b) any alleged negligent or intentional acts or omissions of a party, its agents or employees, based upon, arising out of or attributable to the performance or non-performance of their respective obligations under this Agreement. Upon notice, the other party shall resist and defend, at its own expense, any such claim or action. Said indemnity is in addition to any other rights the indemnified party may have against the indemnifying party. This Section shall survive the expiration or termination of this Agreement.

**10. Independent Contractor.** Nothing contained herein or any document executed in connection herewith shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent, employer and employee, partnership, or joint venture between the parties. Each party hereby acknowledges that neither it nor its Agents shall have any right or entitlement in or to any of the unemployment, workers compensation, health, pension, retirement, or other benefit programs now or hereafter available to the other party's employees.

~~**11. Arbitration.** Any dispute or controversy arising under this Agreement or any amendment hereof or the breach hereof shall be settled by arbitration in the county in which the Facility is located, in accordance with the rules of the American Health Lawyers Association Alternative Dispute Resolution Service and applying the laws of the State in which the Facility is located. Any award rendered by the arbitrator shall be final and binding upon each of the parties, and judgment thereof may be entered in any court having jurisdiction. During the pendency of any such arbitration and until final judgment thereon has been entered, this Agreement shall remain in full force and effect unless otherwise terminated as provided in this Agreement. Notwithstanding anything to the contrary in this Section, any party may seek a temporary restraining order or other interim injunctive or provisional relief from a court of proper jurisdiction without first resorting to the arbitration procedures set forth in this Section. If any such relief is obtained the arbitrator(s) shall address the continuance, modification or termination of such relief in the order and the parties agree to abide by the arbitrator's decision regarding such relief. This Section shall survive the expiration or termination of this Agreement.~~

No Arbitration

**12. Cumulation of Remedies; No Waiver.** The various rights, options, elections, powers, and remedies of the respective parties as provided in this Agreement are in addition to any others that said parties may be entitled to by law, shall be construed as cumulative, and no one of them is exclusive of any of the others, or of any right or priority allowed by law. The failure of a party to exercise any of its rights or to give any notice with respect to any default by the other party or otherwise to insist upon the strict performance of the other party's obligations hereunder shall not be deemed a waiver of such party's right with respect thereto in the future.

**13. Attorney's Fees.** If Contractor or Facility brings any action to interpret or enforce this Agreement, or for damages for any alleged breach hereof, whether by arbitration or otherwise, the prevailing party in any such action shall be entitled to reasonable attorneys' fees and costs as awarded by the arbitrator in addition to all other recovery, damages and costs. This Section shall survive the expiration or termination of this Agreement.

**14. Governing Law; Statutory References.** This Agreement shall be governed by and construed in accordance with the laws of the State in which the Facility is located, without regard to the conflict of laws rules of such State. Any reference in this Agreement to any statute, regulation, ruling, or administrative order or decree shall include and be a reference to any successor statute, regulation ruling, or administrative order or decree.

**15. Force Majeure.** Neither party hereto shall be liable for any delay or failure in the performance of any obligation under this Agreement or for any loss or damage (including indirect or consequential damage) to the extent that such nonperformance, delay, loss or damage results from any contingency which is beyond the control of such party, provided such contingency is not caused by the fault or negligence of such party. A contingency for the

purposes of this Agreement shall include Acts of God, fires, floods, earthquakes, explosions, storms, wars, hostilities, blockades, public disorders, quarantine restrictions, embargoes, and compliance with any law, order or control of, or insistence by any governmental or military authority.

**16. Confidentiality.** The parties hereto shall hold in confidence the information contained in this Agreement or other information about a party, and each of them hereby acknowledges and agrees that all information related to this Agreement or other information about a party, not otherwise known to the public, is confidential and proprietary and is not to be disclosed to third persons without the prior written consent of each of the parties except (a) to the extent necessary to comply with any law, rule or regulation, including, without limitation, any rule or regulation promulgated by the SEC, or the valid order of any governmental agency or any court of competent jurisdiction; (b) to its auditors and its attorneys as part of its normal reporting or review procedure; (c) to its insurance agent to the extent necessary to obtain appropriate insurance; or (d) as necessary to enforce its rights and perform its agreements and obligations under this Agreement. This Section shall survive the expiration or termination of this Agreement.

**17. Miscellaneous.** This Agreement may not be modified, amended or supplemented, nor may any term or condition be waived, except by an agreement in writing signed by both parties. Neither this Agreement nor any of the duties or obligations of Contractor hereunder shall be assigned or delegated by Contractor without prior written consent of Facility. Subject to the restrictions against transfer or assignment as herein set forth, the provisions of this Agreement shall inure to the benefit of, and shall be binding on, the heirs, assigns, successors, personal representatives, estates and legatees of each of the parties hereto. This Agreement shall constitute the entire agreement between the parties hereto with respect to the transactions contemplated hereby and shall supersede all prior or contemporaneous negotiations, understandings, and agreements. There are no representations, agreements, arrangements or understandings, oral or written, between or among the parties hereto relating to the subject matter of this Agreement that are not fully expressed herein. If any provision of this Agreement is found to be invalid or unenforceable by any court or other lawful forum, such provision shall be ineffective only to the extent that it is in contravention of applicable laws without invalidating the remaining provisions of this Agreement, unless such invalidity or unenforceability would defeat an essential business purpose of this Agreement.

**18. Survival.** Except as otherwise expressly provided in this Agreement, all covenants, agreements, representations and warranties, express and implied, shall survive expiration or termination of this Agreement.

**19. Signatures.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same agreement. Facsimile signatures shall be acceptable as originals. Any individual signing this Agreement on behalf of an entity hereby represents and warrants in his individual capacity that he has full authority to do so on behalf of such entity; provided, however, that Contractor acknowledges and agrees that this Agreement is not binding on the Facility until accepted by the Facility's Director of Operations as evidenced by his or her signature on the Agreement.

**Exhibit C****Business Associate Addendum**

Business Associate and Covered Entity are parties to a Services Agreement (the "Agreement"). For purposes of complying with the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996, as amended, and the regulations promulgated thereunder (collectively, "HIPAA") and the requirements of Subtitle D of the Health Information Technology for Economic and Clinical Health Act and the regulations promulgated thereunder (collectively, "HITECH"), if and only to the extent that Business Associate is acting as a business associate (as defined by HIPAA) of Covered Entity, the parties agree as follows:

1. **Definitions.** Capitalized terms used, but not otherwise defined in this Addendum, shall have the same meaning as those terms in the HIPAA regulations and HITECH, and the following capitalized terms shall be given the following meanings:

1.1. "Breach" means the acquisition, access, Use or Disclosure of PHI in a manner not permitted under the Privacy Rule that poses a significant risk of financial, reputational, or other harm to the Individual who is the subject of the PHI. Breach does not include: (a) Use or Disclosure of Protected Health Information (PHI) that does not include the identifiers listed at 45 C.F.R. § 164.514(e)(2), date of birth, and zip code; (b) any unintentional acquisition, access, or Use of PHI by a member of Business Associate's Workforce or a person acting under the authority of Business Associate, if such acquisition, access or Use was made in good faith and within the person's scope of authority and does not result in further Use or Disclosure in a manner not permitted under the Privacy Rule; (c) any inadvertent Disclosure by a person who is authorized to access PHI at Business Associate to another person authorized to access PHI at Business Associate, provided the information received as a result of such Disclosure is not further Used or Disclosed in a manner not permitted under the Privacy Rule; or (d) a Disclosure of PHI where Business Associate has a good faith belief that an unauthorized person to whom the Disclosure was made would not reasonably have been able to retain such information.

1.2. "Compliance Date" means, in each case, the date by which compliance is required under the referenced provision of HITECH.

1.3. "Disclose" and "Disclosure" mean, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Business Associate's internal operations or to other than its employees.

1.4. "HITECH" means the Health Information Technology for Economic and Clinical Health Act, enacted as part of the American Recovery and Reinvestment Act of 2009, Pub. Law No. 111-5, and any regulations promulgated thereunder. References in this Addendum to a section or subsection of title 42 of the United States Code are references to provisions of HITECH. Any reference to provisions of HITECH in this Addendum shall be deemed a reference to that provision and its existing and future implementing regulations, when and as each is effective.

1.5. "Privacy Rule" means the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R Part 160 and Part 164, Subparts A and E.

1.6. "Protected Health Information" or "PHI" means information, including demographic information that (a) relates to the past, present or future physical or mental health or condition of an individual, the provision of health care to an individual, or the past, present or future payment for the provision of health care to an individual; (b) identifies the individual (or for which there is a reasonable basis for believing that the information can be used to identify the individual); and (c) is received by Business Associate from or on behalf of Covered Entity, or is created by Business Associate for Covered Entity, or is made accessible to Business Associate by Covered Entity.

1.7. "Security Rule" means the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R Part 164, Subpart C.

1.8. "Unsecured Protected Health Information" or "Unsecured PHI" means Protected Health Information that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a

technology or methodology specified by the Secretary in the guidance issued under section 13402(h)(2) of Public Law 111-5.

1.9. "Use" or "Uses" mean, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Protected Health Information within Business Associate's internal operations.

2. **Confidentiality Obligation.** Business Associate will not Use or Disclose PHI other than as permitted by the Agreement or this Addendum, or as Required by Law.

3. **Permitted Uses and Disclosures of PHI.** Business Associate shall Use or Disclose PHI only as necessary to perform services under the Agreement or as Required by Law, provided such Use or Disclosure would not: (i) violate the Privacy Rule, Security Rule, other applicable provisions of HIPAA or HITECH if done by Covered Entity; or (ii) violate the minimum necessary policies and procedures of Covered Entity.

4. **Safeguards.** Business Associate shall protect PHI from any improper oral or written disclosure by enacting and enforcing safeguards to maintain the security of and to prevent any Use or Disclosure of PHI other than is permitted by this Agreement. Such safeguards shall include administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any electronic PHI that it creates, receives, maintains, or transmits on behalf of Covered Entity. As of the Compliance Date for 42 U.S.C. § 17931, Business Associate shall comply with the Security Rule requirements set forth at 45 C.F.R §§ 164.308, 164.310, 164.312, and 164.316, as well as additional requirements of HITECH that relate to security and are applicable to Covered Entity. As of the Compliance Date for 42 U.S.C. § 17934, Business Associate shall also comply with the requirements of Subtitle D of HITECH that relate to privacy and are applicable to Covered Entity.

5. **Access and Amendment.** Upon the request of Covered Entity, Business Associate shall: (a) make the PHI specified by Covered Entity available to Covered Entity or to the Individual(s) identified by Covered Entity as being entitled to access in order to meet the requirements under 45 C.F.R. § 164.524 ; and (b) make PHI available to Covered Entity for the purpose of amendment and incorporate changes or amendments to PHI when notified to do so by Covered Entity.

6. **Accounting.** Upon Covered Entity's request, Business Associate shall provide to Covered Entity or, when directed in writing by Covered Entity, directly to an Individual in a time and manner specified by Covered Entity, an accounting of each Disclosure of PHI made by Business Associate or its employees, agents, representatives or subcontractors as would be necessary to permit Covered Entity to respond to a request by an Individual for an accounting of Disclosures of PHI in accordance with 45 CFR § 164.528. Any accounting provided by Business Associate under this subsection shall include: (a) the date of the Disclosure; (b) the name, and address if known, of the entity or person who received the PHI; (c) a brief description of PHI disclosed; and (d) a brief statement of the purpose of the Disclosure. For each Disclosure that could require an accounting under this subsection, Business Associate shall document the information specified in (a) through (d), above, and shall securely retain this documentation for six (6) years from the date of the Disclosure.

7. **Access to Books and Records.** Business Associate shall make its internal practices, books and records relating to the Use and Disclosure of PHI pursuant to this Addendum available to the Secretary of the Department of Health and Human Services for purposes of determining Covered Entity's compliance with HIPAA. Covered Entity shall have the right to access and examine ("Audit") the books, records, and other information of Business Associate related to this Addendum. Such Audit rights shall be in addition to and notwithstanding any audit provisions set forth in the Agreement. Business Associate shall cooperate fully with any such Audit(s) and shall provide all books, records, data and other documentation reasonably requested by Covered Entity. Covered Entity may make copies of such documentation. To the extent possible, Covered Entity will provide Business Associate reasonable notice of the need for an Audit and will conduct the Audit at a reasonable time and place. Notwithstanding the foregoing, Covered Entity will not have access to any books, records, data and/or documentation related to any of Business Associate's other clients.

8. **Agents and Subcontractors.** Business Associate shall require all subcontractors and agents to which it provides PHI received from, or created or received on behalf of Covered Entity, to agree to all of the same restrictions and conditions concerning such PHI to which Business Associate is bound in this Addendum.

9. **Reporting of Violations.** Business Associate shall report to Covered Entity any Use or Disclosure of PHI not authorized by this Addendum immediately upon becoming aware of it. This reporting obligation includes, without limitation, the obligation to report any Security Incident, as that term is defined in 45 C.F.R. § 164.304.

9.1. **Breach Notification.** Business Associate also shall notify Covered Entity of any Breach of Unsecured PHI. Such notification shall occur without unreasonable delay and in no case later than fifteen (15) days after Business Associate discovers the Breach in accordance with 45 C.F.R. § 164.410. The notification shall comply with the Breach notification requirements set forth at 42 U.S.C. § 17832 and its implementing regulations at 45 C.F.R. § 164.410 and shall include: (a) to the extent possible, the identification of each person whose Unsecured PHI has been, or is reasonably believed by Business Associate to have been, accessed, acquired, or Disclosed during such Breach; and (b) any other available information about the Breach, including: (i) a description of what happened, including the dates of the Breach and discovery of the Breach, if known; (ii) a description of the types of Unsecured PHI involved in the Breach; (iii) any steps affected persons should take to protect themselves from potential harm resulting from the Breach; and (iv) the steps Business Associate is taking to investigate the Breach, mitigate harm to individuals, and to protect against any further Breaches. Business Associate shall provide Covered Entity with such additional information about the Breach either at the time of its initial notification to Covered Entity or as promptly thereafter as the information becomes available to Business Associate.

#### 10. Term and Termination.

10.1. This Addendum begins on the Effective Date and remains in effect for the entire term of the Agreement unless otherwise terminated as provided below.

10.2. In addition to and notwithstanding the termination provisions set forth in the Agreement, both this Addendum and the Agreement may be terminated by Covered Entity in the event that Covered Entity determines Business Associate has violated a material term of this Addendum and such violation has not been remedied within fifteen (15) days following written notice to Business Associate.

10.3. Except as provided below, upon termination of this Addendum, Business Associate shall either return or destroy all PHI in the possession or control of Business Associate or its agents and subcontractors and shall retain no copies of such PHI. However, if Covered Entity determines that neither return nor destruction of PHI is feasible, Business Associate may retain PHI provided that it extends the protections of this Addendum to the PHI and limits further Uses and Disclosures to those purposes that make the return or destruction of the PHI infeasible, for so long as Business Associate maintains such PHI.

11. **Inconsistent Terms; Interpretation.** If any portion of this Addendum is inconsistent with the terms of the Agreement, the terms of this Addendum shall prevail. Except as set forth above, the remaining provisions of the Agreement are ratified in their entirety. Any ambiguity in this Addendum shall be resolved to permit Covered Entity to comply with the Privacy Rule, Security Rule, other applicable provisions of HIPAA, and HITECH and any regulations promulgated thereunder.

12. **Regulatory References.** A reference in this Addendum to a section in the Privacy Rule, Security Rule, other applicable provisions of HIPAA or HITECH or any regulations promulgated thereunder means the section as in effect or as amended.

13. **Amendment.** Covered Entity and Business Associate agree to take such action as is necessary to amend this Addendum from time to time as is necessary for the parties to comply with the requirements of the Privacy Rule, Security Rule, other applicable provisions of HIPAA, or HITECH and any regulations promulgated thereunder. Notwithstanding the foregoing, Covered Entity may unilaterally amend this Addendum as is necessary to comply with applicable laws and regulations and the requirements of applicable state and federal regulatory authorities. Covered Entity will provide written notice to Business Associate of such amendment and its effective date. Unless such laws, regulations or regulatory authorities require otherwise, the signature of Business Associate will not be required in order for the amendment to take effect.

14. **Indemnification.** Business Associate shall defend, indemnify and hold harmless Covered Entity and its directors, officers, employees, and agents (collectively, the 'Indemnitees') from and against any and all claims, losses, damages, suits, fees, judgments, costs and expenses, including reasonable attorneys' fees, that the

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Indemnites may suffer or incur arising out of or in connection with Business Associate's breach, non-performance, non-compliance, or failure to observe any term of this Addendum.

15. **Survival.** The respective rights and obligations of Business Associate under section 7, subsection 10.3 and section 14 of this Addendum shall survive the termination of this Addendum and the Agreement.

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## HEALTHCARE SERVICE AGREEMENT

(Transportation Services)

This Health Care Services Agreement ("Agreement") is by and **between THE WATERS OF CLINTON and ANDERSON COUNTY EMS** ("Contractor"). Any notices or other communications required, or permitted to be given pursuant to this Agreement shall be sent to the parties at the addresses set forth on the signature page to this Agreement.

1. **Term.** This Agreement shall commence on June 1, 2022 and shall expire on June 30 2025, unless earlier terminated as provided herein. In the event this Agreement is terminated prior to one year from the commencement date, the parties shall not enter into a substantially similar agreement until the expiration of at least one (1) year following the commencement date.
2. **Services and Compensation** Contractor shall provide the services to Facility and its residence ( the "Services" ), and shall receive compensation for those Services, as set forth on Exhibit A attached hereto and incorporated herein by reference.
3. **Payment.** In the event Facility is required by the compensation provisions, set forth in Exhibit A to pay Contractor directly for the Services, Facility shall pay Contractor within forty-five (45) days of receipt by Facility of Contractor's accurate and complete invoice containing all documentation required by Facility including a line item list of all Services provided by Contractor for each resident to include HCPCS or other applicable coding, services date (s), quantities and charges. Invoices submitted later than one hundred twenty (120) days following the date the Service was provided shall be deemed untimely, and Facility shall not be required to pay Contractor for such Services.
4. **Termination.** This Agreement may be terminated as follows:
  - a. **Without Cause.** Either party shall have the right to terminate this Agreement in the event of the other party's breach of this Agreement by providing at least thirty (30) days written notice to the other party.
  - b. **Breach.** Either party shall have the right to terminate this Agreement in the event of the other party's breach of this Agreement by providing at least thirty (30) days written notice of the other party. Any such notice shall specify the cause upon which it is based. The violating party shall have the thirty (30) day notice period in which to rectify the cause specified in the notice of termination, or if such cause is not rectified to the satisfaction of the non-breaching party within such thirty (30) day period, This Agreement shall thereupon automatically terminate.
  - c. **Material Change.** To the extent that changes in laws, regulations, or the method of amount of reimbursement require the restructuring of the relationship between the parties established by this Agreement, the parties shall negotiate in good faith to amend this Agreement and otherwise restructure their relationship in order to effectuate their mutually agreed upon purposes. If the parties are unable to resolve the matter within their (30) days, either party may, at its option, immediately terminate this Agreement.
  - d. **Immediate Termination.** Facility may immediately terminate this Agreement upon the occurrence of any of the following events: (i) loss of suspension of any license of

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Contractor required for the provision of the Services pursuant to this Agreement or the imposition of any sanction against Contractor under federal or state fraud and abuse laws and regulations or any other federal or state laws or regulations relating to contractor's participation in the Medicare or state Medicaid programs; (ii) appointment of a receiver for Contractor's assets, an assignment by Contractor for the benefit of its creditors or any relief taken or suffered by Contractor under any bankruptcy or insolvency act; or (iii) any jeopardy to the health or safety of residents of the facility.

- e. **Automatic Termination.** This Agreement shall automatically terminate in the event either party is excluded from participation in any federally funded health care program including Medicare or Medicaid as of the effective date of such exclusion.

5. **General Terms and Conditions.** The General Terms and Conditions set forth on Exhibit B attached hereto are incorporated herein by reference as through fully set forth herein. Facility and Contractor shall comply with the General Terms and Conditions as part of this Agreement.
6. **Entire Agreement.** This Agreement, including the Exhibits attached hereto and referenced herein, contains the sole and entire agreement between the parties regarding the subject matter hereof and supersedes all prior written or oral agreement between the parties. The Agreement will not be construed in favor of or against any party by reason of the extent of which any party participated in the preparation of the Agreement. If either party has made any change to the other party on notice of the change, the change shall not become part of the Agreement.

IN WITNESS WHEREOF, the parties by the duly authorized representative have entered into this Agreement  
As of the 6/7/23 day of June 2023.

**FACILITY:**

The Waters of Clinton

By: Janie Selbe

Executive Director

Accepted By: [Signature]

Director of Operations

Address for Notices  
220 Longmire Road  
Clinton, TN 37716

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COPY TO The Waters of Clinton

**CONTRACTOR:**

Anderson County EMS

BY: \_\_\_\_\_

Name \_\_\_\_\_

Title: \_\_\_\_\_

Address for Notices  
314 Public Safety Lane  
Clinton, TN 37716  
Attn: Nathan Sweet, Director

APPROVED AS TO LEGAL FORM

[Signature]  
N. Jay Yeager  
Anderson County Law Director

**Exhibit A**

**Transportation Services and Compensation**

1. **Services.** Contractor shall provide, on a non-exclusive basis, emergency and non-emergency medical transportation services to Facility's residents twenty-four (24) hours a day, seven (7) days a week. Contractor shall provide the Services promptly and in accordance with the medical needs of the resident. Facility shall abide by the Anderson County resolution governing ambulance services.

a. For all scheduled requests for Services, Contractor agrees to have its driver arrive at the patient's designated pick-up location promptly at the scheduled time. For all unscheduled requests for non-emergency Services, Contractor agrees to have its driver arrive at the patient's designated pick-up location as promptly as possible and, in any event, no later than one (1) hour after the unscheduled request has been made. Emergency Services will be provided as promptly as possible in accordance with applicable legal and regulatory standards.

b. Contractor shall provide a telephone number for Facility to initiate transportation requests for Services and, upon receiving such a request from Facility, Contractor will use its dispatcher to arrange for the timely provision of Services as required under the terms of this Agreement.

c. Contractor shall use Contractor's own equipment and/or supplies in the performance of the Services. Contractor shall use appropriately licensed and/or certified vehicles and equipment to provide the Services hereunder and shall keep such vehicles and its equipment and supplies in good order, condition, and repair pursuant to applicable legal and regulatory requirements. Contractor will maintain, and provide to Facility upon request, written service records for all servicing of the vehicle(s) used by Contractor to provide Services under the terms of this Agreement.

d. Contractor shall file a written report and provide documentation to Facility with respect to any known injuries occurring to residents during transport (falls, etc.), indicating the type of injury, the place and time that the injury occurred, and any other information requested by Facility.

**2. Compensation.**

a. *Consolidated Billing Services.* "Consolidated Billing Services" shall mean and include those Services provided to residents during the course of a stay in the Facility which is covered under Medicare Part A, except as otherwise provided in 42 U.S.C. § 1395yy, 42 C.F.R. § 411.15, applicable CMS Program Memoranda and Transmittals, or the Skilled Nursing Facility Provider and Supplier Coding Files, as published and amended or updated by CMS.

i. Facility shall compensate Contractor for any Consolidated Billing Services provided to Facility residents at 100% Medicare Fee Schedule for ambulance services to Medicare patients.

ii. Contractor's invoice for Consolidated Billing Services shall include accurate and complete documentation of each Service provided, including an itemized list of Services performed for each resident, HCPCS or other applicable coding, Service date(s), and applicable charges.

iii. Contractor shall provide additional documentation regarding Consolidated Billing Services, as reasonably requested by Facility. Contractor shall have the right, upon request, to audit Contractor's charges for Consolidated Billing Services.

iv. In the event Contractor receives payment from Facility for a Consolidated Billing Service, and payment for the Service is later disallowed or recouped by Medicare, Contractor shall repay to Facility such amounts to the extent that such disallowance or recoupment resulted from the acts, errors or omissions of Contractor. At its option, Facility may either offset the amounts disallowed or recouped from any future payments due to Contractor hereunder or may require Contractor to repay such amounts immediately upon Facility's request.

b. *Direct Bill Services.* Contractor shall invoice the resident, the resident's responsible party, Medicare, Medicaid, a managed care organization or any other third party reimbursement source (collectively referred to as the "Appropriate Payor") for all Services to residents other than Consolidated Billing Services ("Direct Bill Services") at rates not to exceed Contractor's usual charge for Services and in accordance with applicable requirements of federal and state laws and regulations. Contractor agrees to accept payments from such Appropriate Payors as payment in full for Direct Bill Services rendered under this Agreement. Contractor shall not bill Facility for Direct Bill Services, and Facility shall have no obligation to compensate Contractor for such Services.

**Exhibit B****General Terms and Conditions**

**1. Incorporation by Reference.** These General Terms and Conditions are incorporated by reference into the Agreement to which they are attached. Capitalized terms not defined herein shall have the meaning set forth in the Agreement.

**2. Licenses, Permits and Accreditations.** The Facility, in accordance with applicable law, is responsible for obtaining Services that meet professional standards and principles that apply to professionals providing such Services in the Facility and for the timeliness of the Services. Accordingly, Contractor hereby represents and warrants to the Facility that Contractor and each of its employees, agents and subcontractors who perform Services on behalf of Contractor pursuant to this Agreement (the "Contractor Personnel"): (a) are, and will remain at all times throughout the term of this Agreement, authorized to participate in the Medicare and state Medicaid programs and shall comply with all conditions of participation or other requirements applicable to participation in such programs; (b) have, and will maintain at all times throughout the term of this Agreement, all the necessary qualifications, certifications, licenses and/or accreditations required by federal, state and local laws and regulations to provide the Services covered by this Agreement, including but not limited to state and federal DOT regulations applicable to operations of commercial vehicles providing healthcare transportation (collectively, "Contractor Licenses"); (c) will provide the Services in accordance with the professional standards and principles applicable to their profession; and (d) are not, and at no time have been, excluded from participation in any federally funded health care program, including Medicare or Medicaid, or sanctioned under any applicable state or federal fraud and abuse statutes. Contractor will provide Facility with a copy of the Contractor Licenses upon request. Contractor shall provide prompt written notice to the Facility of any changes in the Contractor Licenses, including any temporary or permanent suspension or revocation of any Contractor License, or any sanction or proposed sanction or exclusion against Contractor, or any officer, director or owner of Contractor, in connection with participation in any federally funded health care program.

**3. Compliance.** Contractor shall provide, and shall ensure that the Contractor Personnel provide, the Services to Facility's residents in accordance with (a) all applicable requirements of federal, state or local laws, rules and/or regulations, including official interpretations of those requirements by the entities charged with implementing and enforcing them, including, without limitation, nondiscrimination on the basis of race, color, national origin, handicap, age, or other protected class; (b) accepted professional standards of practice; and (c) all Facility policies and procedures and any revisions thereto that are applicable to the provision of Services to Facility residents, copies of which shall be provided to Contractor. Contractor shall participate, as reasonably requested, in quality monitoring programs established by Facility. If applicable, vendor agrees to comply with the provisions of paragraphs 1 through 7 of 41 C.F.R. Section 60-1.4(a); the affirmative action for disabled workers clauses set forth in 41 C.F.R. Section 60-741.5(a); and the affirmative action for veterans clauses set forth in 41 C.F.R. Section 60-250.4, which are incorporated by reference herein.

**4. Corporate Compliance Program.**

a. Contractor acknowledges Facility's Corporate Compliance Program and receipt of Facility's Code of Conduct, including its mechanism for reporting suspected fraud, abuse or other illegal or unethical activities (Hotline (800) 572-9981). If Contractor has its own compliance program, Contractor represents and warrants that the Contractor Personnel who provide billing services or patient care services with respect to federal health care program beneficiaries at Facility shall read and understand Contractor's integrity brochure, which includes its standards of conduct, prior to commencement of Services under this Agreement. To the extent that Contractor's standards of conduct and integrity program differ in any material respect affecting ethical conduct from the compliance information and requirements contained in the Facility's Code of Conduct, Contractor shall inform the Contractor Personnel of such additional information and requirements and that Facility has a mechanism for reporting misconduct. Contractor agrees to obtain and retain a signed certification from each of the Contractor Personnel providing Services to the Facility that they have received, read and understand Contractor's integrity program, including its standards of conduct and any additional information provided by Contractor's Compliance Officer relating to Facility's Code of Conduct and agree to abide by such requirements therein. Such certification shall be obtained prior to commencement of Services under this Agreement, shall be maintained by Contractor and shall be made available for review by Facility or Facility's agents upon reasonable request.

b. If Contractor does not maintain a compliance program Contractor represents and warrants that each of the Contractor Personnel who provide billing services or patient care services with respect to federal health care program beneficiaries at Facility shall read and review Facility's Code of Conduct prior to commencement of Services under this Agreement. Contractor agrees to obtain and retain a signed certification from each of the Contractor Personnel providing Services to the Facility that they have received, read and understand Facility's Code of Conduct and agree to abide by the requirements of Facility's Corporate Compliance Program. Such certification shall be obtained prior to commencement of Services under this Agreement, shall be maintained by Contractor and shall be made available for review by Facility or Facility's agents upon reasonable request.

**5. Patient Records.** Facility and Contractor shall each prepare and maintain records concerning Facility's residents receiving Services under this Agreement, in accordance with applicable federal and state laws, regulations and program guidelines. Contractor shall provide to Facility documentation of the Services provided to, and any other relevant information regarding Contractor's contact with, Facility residents hereunder. If the Services are provided on the Facility premises, such documentation shall be made in the residents' medical record or chart, which shall be and remain the property of the Facility. If the Services are provided off of the Facility premises, such documentation shall be on the forms and in the format required by Facility policies and procedures in accordance with applicable laws, regulations and program guidelines. Contractor hereby agrees to maintain the confidentiality of all information and records relating to Facility's residents which it acquires in the course of performing the Services and to assure that such confidentiality is maintained by each of the Contractor Personnel providing Services pursuant to this Agreement.

**6. HIPAA Compliance.** See Exhibit C.

**7. Record Retention Requirements.**

a. All records created by Contractor in connection with the provision of Services pursuant to this Agreement, including patient records and records related to billing and payment, shall be retained by Facility and Contractor for a period of seven (7) years from the date the Service was provided or such greater time period as may be required by applicable law. Facility shall be permitted to inspect and/or duplicate any patient record, chart or other record of Contractor relating to the provision of Services hereunder by Contractor for any business purpose, including, without limitation, determining Contractor's compliance with the terms of this Agreement; ensuring safe, dependable and efficient patient care; satisfying Facility's obligations to any patient; or defending any allegation of malpractice or other liability against Facility.

b. To the extent the value or cost of Services furnished under this Agreement is \$10,000 or more over a twelve month period, then Contractor, for a period of four (4) years after the furnishing of such Services, shall retain and shall make available upon written request by the Secretary of the Department of Health and Human Services, the Comptroller General, or their authorized representatives, a copy of this Agreement and all books, documents and records that are necessary to certify the nature and extent of the costs incurred by Facility under this Agreement. Contractor further agrees that in the event Contractor carries out any of its duties under this Agreement through a permitted subcontract with a related organization with a value or cost of \$10,000 or more over a twelve month period, such subcontract shall contain a provision requiring the related organization, for a period of four (4) years after the furnishing of such Services, to retain and to make available upon written request by the Secretary of the Department of Health and Human Services, the Comptroller General, or their authorized representatives, a copy of such subcontract and all books, documents and records of such organization that are necessary to verify the nature and extent of such costs. Contractor agrees to notify the Facility promptly of the nature and scope of any governmental request for access to books and records related to this Agreement and to provide to the Facility, or make available, copies of any books, records or documents proposed to be provided. Any disclosure under this paragraph shall not be construed as a waiver of any other legal rights to which such party may be entitled.

c. This Section shall survive the expiration or termination of this Agreement.

**8. Insurance.** Contractor shall, at its sole cost and expense, procure, keep and maintain throughout the term of this Agreement, insurance coverage in the minimum amount of one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) annual aggregate, for professional liability, negligence, errors and omissions, and commercial general liability and applicable state statutory limits for workers compensation. In addition, contractor shall maintain commercial auto liability insurance with limits of at least three million dollars (\$3,000,000) combined

single limit and such insurance shall include a minimum of \$5,000 in medical payment coverage. Said insurance policies shall cover all services Contractor, its directors, officers, employees, agents and/or contractors provide. Contractor shall provide Facility with evidence of such insurance promptly upon request. In the event Contractor procures a "claims made" policy to meet the insurance requirements herein, Contractor agrees to purchase "tail" coverage upon the termination of any such policy providing for an indefinite reporting period.

**9. Indemnification.** Each party shall indemnify, defend, and hold the other party harmless from and against any and all losses, claims, suits, damages, liabilities and expenses (including, without limitation, reasonable attorneys' fees) of any nature or kind whatsoever arising out of or resulting from, directly or indirectly: (a) a party's breach of this Agreement, including, without limitation, breach of any representation, warranty, or covenant of such party in this Agreement; and (b) any alleged negligent or intentional acts or omissions of a party, its agents or employees, based upon, arising out of or attributable to the performance or non-performance of their respective obligations under this Agreement. Upon notice, the other party shall resist and defend, at its own expense, any such claim or action. Said indemnity is in addition to any other rights the indemnified party may have against the indemnifying party. This Section shall survive the expiration or termination of this Agreement.

**10. Independent Contractor.** Nothing contained herein or any document executed in connection herewith shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent, employer and employee, partnership, or joint venture between the parties. Each party hereby acknowledges that neither it nor its Agents shall have any right or entitlement in or to any of the unemployment, workers compensation, health, pension, retirement, or other benefit programs now or hereafter available to the other party's employees.

~~**11. Arbitration.** Any dispute or controversy arising under this Agreement or any amendment hereof or the breach hereof shall be settled by arbitration in the county in which the Facility is located, in accordance with the rules of the American Health Lawyers Association Alternative Dispute Resolution Service and applying the laws of the State in which the Facility is located. Any award rendered by the arbitrator shall be final and binding upon each of the parties, and judgment thereof may be entered in any court having jurisdiction. During the pendency of any such arbitration and until final judgment thereon has been entered, this Agreement shall remain in full force and effect unless otherwise terminated as provided in this Agreement. Notwithstanding anything to the contrary in this Section, any party may seek a temporary restraining order or other interim injunctive or provisional relief from a court of proper jurisdiction without first resorting to the arbitration procedures set forth in this Section. If any such relief is obtained the arbitrator(s) shall address the continuance, modification or termination of such relief in the order and the parties agree to abide by the arbitrator's decision regarding such relief. This Section shall survive the expiration or termination of this Agreement.~~

No Arbitration

**12. Cumulation of Remedies; No Waiver.** The various rights, options, elections, powers, and remedies of the respective parties as provided in this Agreement are in addition to any others that said parties may be entitled to by law, shall be construed as cumulative, and no one of them is exclusive of any of the others, or of any right or priority allowed by law. The failure of a party to exercise any of its rights or to give any notice with respect to any default by the other party or otherwise to insist upon the strict performance of the other party's obligations hereunder shall not be deemed a waiver of such party's right with respect thereto in the future.

**13. Attorney's Fees.** If Contractor or Facility brings any action to interpret or enforce this Agreement, or for damages for any alleged breach hereof, whether by arbitration or otherwise, the prevailing party in any such action shall be entitled to reasonable attorneys' fees and costs as awarded by the arbitrator in addition to all other recovery, damages and costs. This Section shall survive the expiration or termination of this Agreement.

**14. Governing Law; Statutory References.** This Agreement shall be governed by and construed in accordance with the laws of the State in which the Facility is located, without regard to the conflict of laws rules of such State. Any reference in this Agreement to any statute, regulation, ruling, or administrative order or decree shall include and be a reference to any successor statute, regulation ruling, or administrative order or decree.

**15. Force Majeure.** Neither party hereto shall be liable for any delay or failure in the performance of any obligation under this Agreement or for any loss or damage (including indirect or consequential damage) to the extent that such nonperformance, delay, loss or damage results from any contingency which is beyond the control of such party, provided such contingency is not caused by the fault or negligence of such party. A contingency for the

purposes of this Agreement shall include Acts of God, fires, floods, earthquakes, explosions, storms, wars, hostilities, blockades, public disorders, quarantine restrictions, embargoes, and compliance with any law, order or control of, or insistence by any governmental or military authority.

**16. Confidentiality.** The parties hereto shall hold in confidence the information contained in this Agreement or other information about a party, and each of them hereby acknowledges and agrees that all information related to this Agreement or other information about a party, not otherwise known to the public, is confidential and proprietary and is not to be disclosed to third persons without the prior written consent of each of the parties except (a) to the extent necessary to comply with any law, rule or regulation, including, without limitation, any rule or regulation promulgated by the SEC, or the valid order of any governmental agency or any court of competent jurisdiction; (b) to its auditors and its attorneys as part of its normal reporting or review procedure; (c) to its insurance agent to the extent necessary to obtain appropriate insurance; or (d) as necessary to enforce its rights and perform its agreements and obligations under this Agreement. This Section shall survive the expiration or termination of this Agreement.

**17. Miscellaneous.** This Agreement may not be modified, amended or supplemented, nor may any term or condition be waived, except by an agreement in writing signed by both parties. Neither this Agreement nor any of the duties or obligations of Contractor hereunder shall be assigned or delegated by Contractor without prior written consent of Facility. Subject to the restrictions against transfer or assignment as herein set forth, the provisions of this Agreement shall inure to the benefit of, and shall be binding on, the heirs, assigns, successors, personal representatives, estates and legatees of each of the parties hereto. This Agreement shall constitute the entire agreement between the parties hereto with respect to the transactions contemplated hereby and shall supersede all prior or contemporaneous negotiations, understandings, and agreements. There are no representations, agreements, arrangements or understandings, oral or written, between or among the parties hereto relating to the subject matter of this Agreement that are not fully expressed herein. If any provision of this Agreement is found to be invalid or unenforceable by any court or other lawful forum, such provision shall be ineffective only to the extent that it is in contravention of applicable laws without invalidating the remaining provisions of this Agreement, unless such invalidity or unenforceability would defeat an essential business purpose of this Agreement.

**18. Survival.** Except as otherwise expressly provided in this Agreement, all covenants, agreements, representations and warranties, express and implied, shall survive expiration or termination of this Agreement.

**19. Signatures.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same agreement. Facsimile signatures shall be acceptable as originals. Any individual signing this Agreement on behalf of an entity hereby represents and warrants in his individual capacity that he has full authority to do so on behalf of such entity; provided, however, that Contractor acknowledges and agrees that this Agreement is not binding on the Facility until accepted by the Facility's Director of Operations as evidenced by his or her signature on the Agreement.

**Exhibit C****Business Associate Addendum**

Business Associate and Covered Entity are parties to a Services Agreement (the "Agreement"). For purposes of complying with the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996, as amended, and the regulations promulgated thereunder (collectively, "HIPAA") and the requirements of Subtitle D of the Health Information Technology for Economic and Clinical Health Act and the regulations promulgated thereunder (collectively, "HITECH"), if and only to the extent that Business Associate is acting as a business associate (as defined by HIPAA) of Covered Entity, the parties agree as follows:

1. **Definitions.** Capitalized terms used, but not otherwise defined in this Addendum, shall have the same meaning as those terms in the HIPAA regulations and HITECH, and the following capitalized terms shall be given the following meanings:

1.1. "Breach" means the acquisition, access, Use or Disclosure of PHI in a manner not permitted under the Privacy Rule that poses a significant risk of financial, reputational, or other harm to the Individual who is the subject of the PHI. Breach does not include: (a) Use or Disclosure of Protected Health Information (PHI) that does not include the identifiers listed at 45 C.F.R. § 164.514(e)(2), date of birth, and zip code; (b) any unintentional acquisition, access, or Use of PHI by a member of Business Associate's Workforce or a person acting under the authority of Business Associate, if such acquisition, access or Use was made in good faith and within the person's scope of authority and does not result in further Use or Disclosure in a manner not permitted under the Privacy Rule; (c) any inadvertent Disclosure by a person who is authorized to access PHI at Business Associate to another person authorized to access PHI at Business Associate, provided the information received as a result of such Disclosure is not further Used or Disclosed in a manner not permitted under the Privacy Rule; or (d) a Disclosure of PHI where Business Associate has a good faith belief that an unauthorized person to whom the Disclosure was made would not reasonably have been able to retain such information.

1.2. "Compliance Date" means, in each case, the date by which compliance is required under the referenced provision of HITECH.

1.3. "Disclose" and "Disclosure" mean, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Business Associate's internal operations or to other than its employees.

1.4. "HITECH" means the Health Information Technology for Economic and Clinical Health Act, enacted as part of the American Recovery and Reinvestment Act of 2009, Pub. Law No. 111-5, and any regulations promulgated thereunder. References in this Addendum to a section or subsection of title 42 of the United States Code are references to provisions of HITECH. Any reference to provisions of HITECH in this Addendum shall be deemed a reference to that provision and its existing and future implementing regulations, when and as each is effective.

1.5. "Privacy Rule" means the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R Part 160 and Part 164, Subparts A and E.

1.6. "Protected Health Information" or "PHI" means information, including demographic information that (a) relates to the past, present or future physical or mental health or condition of an individual, the provision of health care to an individual, or the past, present or future payment for the provision of health care to an individual; (b) identifies the individual (or for which there is a reasonable basis for believing that the information can be used to identify the individual); and (c) is received by Business Associate from or on behalf of Covered Entity, or is created by Business Associate for Covered Entity, or is made accessible to Business Associate by Covered Entity.

1.7. "Security Rule" means the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R Part 164, Subpart C.

1.8. "Unsecured Protected Health Information" or "Unsecured PHI" means Protected Health Information that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a

technology or methodology specified by the Secretary in the guidance issued under section 13402(h)(2) of Public Law 111-5.

1.9. "Use" or "Uses" mean, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Protected Health Information within Business Associate's internal operations.

2. **Confidentiality Obligation.** Business Associate will not Use or Disclose PHI other than as permitted by the Agreement or this Addendum, or as Required by Law.

3. **Permitted Uses and Disclosures of PHI.** Business Associate shall Use or Disclose PHI only as necessary to perform services under the Agreement or as Required by Law, provided such Use or Disclosure would not: (i) violate the Privacy Rule, Security Rule, other applicable provisions of HIPAA or HITECH if done by Covered Entity; or (ii) violate the minimum necessary policies and procedures of Covered Entity.

4. **Safeguards.** Business Associate shall protect PHI from any improper oral or written disclosure by enacting and enforcing safeguards to maintain the security of and to prevent any Use or Disclosure of PHI other than is permitted by this Agreement. Such safeguards shall include administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any electronic PHI that it creates, receives, maintains, or transmits on behalf of Covered Entity. As of the Compliance Date for 42 U.S.C. § 17931, Business Associate shall comply with the Security Rule requirements set forth at 45 C.F.R §§ 164.308, 164.310, 164.312, and 164.316, as well as additional requirements of HITECH that relate to security and are applicable to Covered Entity. As of the Compliance Date for 42 U.S.C. § 17934, Business Associate shall also comply with the requirements of Subtitle D of HITECH that relate to privacy and are applicable to Covered Entity.

5. **Access and Amendment.** Upon the request of Covered Entity, Business Associate shall: (a) make the PHI specified by Covered Entity available to Covered Entity or to the Individual(s) identified by Covered Entity as being entitled to access in order to meet the requirements under 45 C.F.R. § 164.524 ; and (b) make PHI available to Covered Entity for the purpose of amendment and incorporate changes or amendments to PHI when notified to do so by Covered Entity.

6. **Accounting.** Upon Covered Entity's request, Business Associate shall provide to Covered Entity or, when directed in writing by Covered Entity, directly to an Individual in a time and manner specified by Covered Entity, an accounting of each Disclosure of PHI made by Business Associate or its employees, agents, representatives or subcontractors as would be necessary to permit Covered Entity to respond to a request by an Individual for an accounting of Disclosures of PHI in accordance with 45 CFR § 164.528. Any accounting provided by Business Associate under this subsection shall include: (a) the date of the Disclosure; (b) the name, and address if known, of the entity or person who received the PHI; (c) a brief description of PHI disclosed; and (d) a brief statement of the purpose of the Disclosure. For each Disclosure that could require an accounting under this subsection, Business Associate shall document the information specified in (a) through (d), above, and shall securely retain this documentation for six (6) years from the date of the Disclosure.

7. **Access to Books and Records.** Business Associate shall make its internal practices, books and records relating to the Use and Disclosure of PHI pursuant to this Addendum available to the Secretary of the Department of Health and Human Services for purposes of determining Covered Entity's compliance with HIPAA. Covered Entity shall have the right to access and examine ("Audit") the books, records, and other information of Business Associate related to this Addendum. Such Audit rights shall be in addition to and notwithstanding any audit provisions set forth in the Agreement. Business Associate shall cooperate fully with any such Audit(s) and shall provide all books, records, data and other documentation reasonably requested by Covered Entity. Covered Entity may make copies of such documentation. To the extent possible, Covered Entity will provide Business Associate reasonable notice of the need for an Audit and will conduct the Audit at a reasonable time and place. Notwithstanding the foregoing, Covered Entity will not have access to any books, records, data and/or documentation related to any of Business Associate's other clients.

8. **Agents and Subcontractors.** Business Associate shall require all subcontractors and agents to which it provides PHI received from, or created or received on behalf of Covered Entity, to agree to all of the same restrictions and conditions concerning such PHI to which Business Associate is bound in this Addendum.

9. **Reporting of Violations.** Business Associate shall report to Covered Entity any Use or Disclosure of PHI not authorized by this Addendum immediately upon becoming aware of it. This reporting obligation includes, without limitation, the obligation to report any Security Incident, as that term is defined in 45 C.F.R. § 164.304.

9.1. **Breach Notification.** Business Associate also shall notify Covered Entity of any Breach of Unsecured PHI. Such notification shall occur without unreasonable delay and in no case later than fifteen (15) days after Business Associate discovers the Breach in accordance with 45 C.F.R. § 164.410. The notification shall comply with the Breach notification requirements set forth at 42 U.S.C. § 17832 and its implementing regulations at 45 C.F.R. § 164.410 and shall include: (a) to the extent possible, the identification of each person whose Unsecured PHI has been, or is reasonably believed by Business Associate to have been, accessed, acquired, or Disclosed during such Breach; and (b) any other available information about the Breach, including: (i) a description of what happened, including the dates of the Breach and discovery of the Breach, if known; (ii) a description of the types of Unsecured PHI involved in the Breach; (iii) any steps affected persons should take to protect themselves from potential harm resulting from the Breach; and (iv) the steps Business Associate is taking to investigate the Breach, mitigate harm to individuals, and to protect against any further Breaches. Business Associate shall provide Covered Entity with such additional information about the Breach either at the time of its initial notification to Covered Entity or as promptly thereafter as the information becomes available to Business Associate.

10. **Term and Termination.**

10.1. This Addendum begins on the Effective Date and remains in effect for the entire term of the Agreement unless otherwise terminated as provided below.

10.2. In addition to and notwithstanding the termination provisions set forth in the Agreement, both this Addendum and the Agreement may be terminated by Covered Entity in the event that Covered Entity determines Business Associate has violated a material term of this Addendum and such violation has not been remedied within fifteen (15) days following written notice to Business Associate.

10.3. Except as provided below, upon termination of this Addendum, Business Associate shall either return or destroy all PHI in the possession or control of Business Associate or its agents and subcontractors and shall retain no copies of such PHI. However, if Covered Entity determines that neither return nor destruction of PHI is feasible, Business Associate may retain PHI provided that it extends the protections of this Addendum to the PHI and limits further Uses and Disclosures to those purposes that make the return or destruction of the PHI infeasible, for so long as Business Associate maintains such PHI.

11. **Inconsistent Terms; Interpretation.** If any portion of this Addendum is inconsistent with the terms of the Agreement, the terms of this Addendum shall prevail. Except as set forth above, the remaining provisions of the Agreement are ratified in their entirety. Any ambiguity in this Addendum shall be resolved to permit Covered Entity to comply with the Privacy Rule, Security Rule, other applicable provisions of HIPAA, and HITECH and any regulations promulgated thereunder.

12. **Regulatory References.** A reference in this Addendum to a section in the Privacy Rule, Security Rule, other applicable provisions of HIPAA or HITECH or any regulations promulgated thereunder means the section as in effect or as amended.

13. **Amendment.** Covered Entity and Business Associate agree to take such action as is necessary to amend this Addendum from time to time as is necessary for the parties to comply with the requirements of the Privacy Rule, Security Rule, other applicable provisions of HIPAA, or HITECH and any regulations promulgated thereunder. Notwithstanding the foregoing, Covered Entity may unilaterally amend this Addendum as is necessary to comply with applicable laws and regulations and the requirements of applicable state and federal regulatory authorities. Covered Entity will provide written notice to Business Associate of such amendment and its effective date. Unless such laws, regulations or regulatory authorities require otherwise, the signature of Business Associate will not be required in order for the amendment to take effect.

14. **Indemnification.** Business Associate shall defend, indemnify and hold harmless Covered Entity and its directors, officers, employees, and agents (collectively, the "Indemnitees") from and against any and all claims, losses, damages, suits, fees, judgments, costs and expenses, including reasonable attorneys' fees, that the

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Indemnitees may suffer or incur arising out of or in connection with Business Associate's breach, non-performance, non-compliance, or failure to observe any term of this Addendum.

15. **Survival.** The respective rights and obligations of Business Associate under section 7, subsection 10.3 and section 14 of this Addendum shall survive the termination of this Addendum and the Agreement.

## HEALTHCARE SERVICE AGREEMENT

(Transportation Services)

This Health Care Services Agreement ("Agreement") is by and **between SUMMIT VIEW OF ROCKY TOP** and **ANDERSON COUNTY EMS** ("Contractor"). Any notices or other communications required, or permitted to be given pursuant to this Agreement shall be sent to the parties at the addresses set forth on the signature page to this Agreement.

1. **Term.** This Agreement shall commence on June 1, 2022 and shall expire on June 30 2025, unless earlier terminated as provided herein. In the event this Agreement is terminated prior to one year from the commencement date, the parties shall not enter into a substantially similar agreement until the expiration of at least one (1) year following the commencement date.
2. **Services and Compensation** Contractor shall provide the services to Facility and its residence ( the "Services" ), and shall receive compensation for those Services, as set forth on Exhibit A attached hereto and incorporated herein by reference.
3. **Payment.** In the event Facility is required by the compensation provisions, set forth in Exhibit A to pay Contractor directly for the Services, Facility shall pay Contractor within forty-five (45) days of receipt by Facility of Contractor's accurate and complete invoice containing all documentation required by Facility including a line item list of all Services provided by Contractor for each resident to include HCPCS or other applicable coding, services date (s), quantities and charges. Invoices submitted later than one hundred twenty (120) days following the date the Service was provided shall be deemed untimely, and Facility shall not be required to pay Contractor for such Services.
4. **Termination.** This Agreement may be terminated as follows:
  - a. **Without Cause.** Either party shall have the right to terminate this Agreement in the event of the other party's breach of this Agreement by providing at least thirty (30) days written notice to the other party.
  - b. **Breach.** Either party shall have the right to terminate this Agreement in the event of the other party's breach of this Agreement by providing at least thirty (30) days written notice of the other party. Any such notice shall specify the cause upon which it is based. The violating party shall have the thirty (30) day notice period in which to rectify the cause specified in the notice of termination, or if such cause is not rectified to the satisfaction of the non-breaching party within such thirty (30) day period, This Agreement shall thereupon automatically terminate.
  - c. **Material Change.** To the extent that changes in laws, regulations, or the method of amount of reimbursement require the restructuring of the relationship between the parties established by this Agreement, the parties shall negotiate in good faith to amend this Agreement and otherwise restructure their relationship in order to effectuate their mutually agreed upon purposes. If the parties are unable to resolve the matter within their (30) days, either party may, at its option, immediately terminate this Agreement.
  - d. **Immediate Termination.** Facility may immediately terminate this Agreement upon the occurrence of any of the following events: (i) loss of suspension of any license of

Contractor required for the provision of the Services pursuant to this Agreement or the imposition of any sanction against Contractor under federal or state fraud and abuse laws and regulations or any other federal or state laws or regulations relating to contractor's participation in the Medicare or state Medicaid programs; (ii) appointment of a receiver for Contractor's assets, an assignment by Contractor for the benefit of its creditors or any relief taken or suffered by Contractor under any bankruptcy or insolvency act; or (iii) any jeopardy to the health or safety of residents of the facility.

- e. **Automatic Termination.** This Agreement shall automatically terminate in the event either party is excluded from participation in any federally funded health care program including Medicare or Medicaid as of the effective date of such exclusion.

5. **General Terms and Conditions.** The General Terms and Conditions set forth on Exhibit B attached hereto are incorporated herein by reference as through fully set forth herein. Facility and Contractor shall comply with the General Terms and Conditions as part of this Agreement.
6. **Entire Agreement.** This Agreement, including the Exhibits attached hereto and referenced herein, contains the sole and entire agreement between the parties regarding the subject matter hereof and supersedes all prior written or oral agreement between the parties. The Agreement will not be construed in favor of or against any party by reason of the extent of which any party participated in the preparation of the Agreement. If either party has made any change to the other party on notice of the change, the change shall not become part of the Agreement.

**IN WITNESS WHEREOF,** the parties by the duly authorized representative have entered into this Agreement  
As of the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

**FACILITY:**

**SUMMIT VIEW OF ROCKY TOP**

By: \_\_\_\_\_  
Executive Director

Accepted By: \_\_\_\_\_  
Director of Operations

Address for Notices  
204 Industrial Park Road  
Rocky Top, TN 37769

COPY TO SUMMIT VIEW OF ROCKY TOP

**CONTRACTOR:**

Anderson County EMS

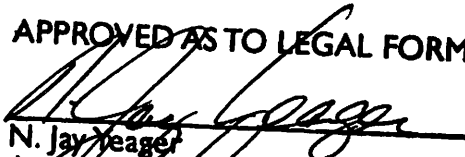
BY: \_\_\_\_\_

Name \_\_\_\_\_

Title: \_\_\_\_\_

Address for Notices  
314 Public Safety Lane  
Clinton, TN 37716  
Attn: Nathan Sweet, Director

**APPROVED AS TO LEGAL FORM**

  
N. Jay Yeager  
Anderson County Law Director

**Exhibit A**

**Transportation Services and Compensation**

**1. Services.** Contractor shall provide, on a non-exclusive basis, emergency and non-emergency medical transportation services to Facility's residents twenty-four (24) hours a day, seven (7) days a week. Contractor shall provide the Services promptly and in accordance with the medical needs of the resident. Facility shall abide by the Anderson County resolution governing ambulance services.

a. For all scheduled requests for Services, Contractor agrees to have its driver arrive at the patient's designated pick-up location promptly at the scheduled time. For all unscheduled requests for non-emergency Services, Contractor agrees to have its driver arrive at the patient's designated pick-up location as promptly as possible and, in any event, no later than one (1) hour after the unscheduled request has been made. Emergency Services will be provided as promptly as possible in accordance with applicable legal and regulatory standards.

b. Contractor shall provide a telephone number for Facility to initiate transportation requests for Services and, upon receiving such a request from Facility, Contractor will use its dispatcher to arrange for the timely provision of Services as required under the terms of this Agreement.

c. Contractor shall use Contractor's own equipment and/or supplies in the performance of the Services. Contractor shall use appropriately licensed and/or certified vehicles and equipment to provide the Services hereunder and shall keep such vehicles and its equipment and supplies in good order, condition, and repair pursuant to applicable legal and regulatory requirements. Contractor will maintain, and provide to Facility upon request, written service records for all servicing of the vehicle(s) used by Contractor to provide Services under the terms of this Agreement.

d. Contractor shall file a written report and provide documentation to Facility with respect to any known injuries occurring to residents during transport (falls, etc.), indicating the type of injury, the place and time that the injury occurred, and any other information requested by Facility.

**2. Compensation.**

a. *Consolidated Billing Services.* "Consolidated Billing Services" shall mean and include those Services provided to residents during the course of a stay in the Facility which is covered under Medicare Part A, except as otherwise provided in 42 U.S.C. § 1395yy, 42 C.F.R. § 411.15, applicable CMS Program Memoranda and Transmittals, or the Skilled Nursing Facility Provider and Supplier Coding Files, as published and amended or updated by CMS.

i. Facility shall compensate Contractor for any Consolidated Billing Services provided to Facility residents at 100% Medicare Fee Schedule for ambulance services to Medicare patients.

ii. Contractor's invoice for Consolidated Billing Services shall include accurate and complete documentation of each Service provided, including an itemized list of Services performed for each resident, HCPCS or other applicable coding, Service date(s), and applicable charges.

iii. Contractor shall provide additional documentation regarding Consolidated Billing Services, as reasonably requested by Facility. Contractor shall have the right, upon request, to audit Contractor's charges for Consolidated Billing Services.

iv. In the event Contractor receives payment from Facility for a Consolidated Billing Service, and payment for the Service is later disallowed or recouped by Medicare, Contractor shall repay to Facility such amounts to the extent that such disallowance or recoupment resulted from the acts, errors or omissions of Contractor. At its option, Facility may either offset the amounts disallowed or recouped from any future payments due to Contractor hereunder or may require Contractor to repay such amounts immediately upon Facility's request.

b. *Direct Bill Services.* Contractor shall invoice the resident, the resident's responsible party, Medicare, Medicaid, a managed care organization or any other third party reimbursement source (collectively referred to as the "Appropriate Payor") for all Services to residents other than Consolidated Billing Services ("Direct Bill Services") at rates not to exceed Contractor's usual charge for Services and in accordance with applicable requirements of federal and state laws and regulations. Contractor agrees to accept payments from such Appropriate Payors as payment in full for Direct Bill Services rendered under this Agreement. Contractor shall not bill Facility for Direct Bill Services, and Facility shall have no obligation to compensate Contractor for such Services.

## Exhibit B

### General Terms and Conditions

**1. Incorporation by Reference.** These General Terms and Conditions are incorporated by reference into the Agreement to which they are attached. Capitalized terms not defined herein shall have the meaning set forth in the Agreement.

**2. Licenses, Permits and Accreditations.** The Facility, in accordance with applicable law, is responsible for obtaining Services that meet professional standards and principles that apply to professionals providing such Services in the Facility and for the timeliness of the Services. Accordingly, Contractor hereby represents and warrants to the Facility that Contractor and each of its employees, agents and subcontractors who perform Services on behalf of Contractor pursuant to this Agreement (the "Contractor Personnel"): (a) are, and will remain at all times throughout the term of this Agreement, authorized to participate in the Medicare and state Medicaid programs and shall comply with all conditions of participation or other requirements applicable to participation in such programs; (b) have, and will maintain at all times throughout the term of this Agreement, all the necessary qualifications, certifications, licenses and/or accreditations required by federal, state and local laws and regulations to provide the Services covered by this Agreement, including but not limited to state and federal DOT regulations applicable to operations of commercial vehicles providing healthcare transportation (collectively, "Contractor Licenses"); (c) will provide the Services in accordance with the professional standards and principles applicable to their profession; and (d) are not, and at no time have been, excluded from participation in any federally funded health care program, including Medicare or Medicaid, or sanctioned under any applicable state or federal fraud and abuse statutes. Contractor will provide Facility with a copy of the Contractor Licenses upon request. Contractor shall provide prompt written notice to the Facility of any changes in the Contractor Licenses, including any temporary or permanent suspension or revocation of any Contractor License, or any sanction or proposed sanction or exclusion against Contractor, or any officer, director or owner of Contractor, in connection with participation in any federally funded health care program.

**3. Compliance.** Contractor shall provide, and shall ensure that the Contractor Personnel provide, the Services to Facility's residents in accordance with (a) all applicable requirements of federal, state or local laws, rules and/or regulations, including official interpretations of those requirements by the entities charged with implementing and enforcing them, including, without limitation, nondiscrimination on the basis of race, color, national origin, handicap, age, or other protected class; (b) accepted professional standards of practice; and (c) all Facility policies and procedures and any revisions thereto that are applicable to the provision of Services to Facility residents, copies of which shall be provided to Contractor. Contractor shall participate, as reasonably requested, in quality monitoring programs established by Facility. If applicable, vendor agrees to comply with the provisions of paragraphs 1 through 7 of 41 C.F.R. Section 60-1.4(a); the affirmative action for disabled workers clauses set forth in 41 C.F.R. Section 60-741.5(a); and the affirmative action for veterans clauses set forth in 41 C.F.R. Section 60-250.4, which are incorporated by reference herein.

**4. Corporate Compliance Program.**

a. Contractor acknowledges Facility's Corporate Compliance Program and receipt of Facility's Code of Conduct, including its mechanism for reporting suspected fraud, abuse or other illegal or unethical activities (Hotline (800) 572-9981). If Contractor has its own compliance program, Contractor represents and warrants that the Contractor Personnel who provide billing services or patient care services with respect to federal health care program beneficiaries at Facility shall read and understand Contractor's integrity brochure, which includes its standards of conduct, prior to commencement of Services under this Agreement. To the extent that Contractor's standards of conduct and integrity program differ in any material respect affecting ethical conduct from the compliance information and requirements contained in the Facility's Code of Conduct, Contractor shall inform the Contractor Personnel of such additional information and requirements and that Facility has a mechanism for reporting misconduct. Contractor agrees to obtain and retain a signed certification from each of the Contractor Personnel providing Services to the Facility that they have received, read and understand Contractor's integrity program, including its standards of conduct and any additional information provided by Contractor's Compliance Officer relating to Facility's Code of Conduct and agree to abide by such requirements therein. Such certification shall be obtained prior to commencement of Services under this Agreement, shall be maintained by Contractor and shall be made available for review by Facility or Facility's agents upon reasonable request.

b. If Contractor does not maintain a compliance program Contractor represents and warrants that each of the Contractor Personnel who provide billing services or patient care services with respect to federal health care program beneficiaries at Facility shall read and review Facility's Code of Conduct prior to commencement of Services under this Agreement. Contractor agrees to obtain and retain a signed certification from each of the Contractor Personnel providing Services to the Facility that they have received, read and understand Facility's Code of Conduct and agree to abide by the requirements of Facility's Corporate Compliance Program. Such certification shall be obtained prior to commencement of Services under this Agreement, shall be maintained by Contractor and shall be made available for review by Facility or Facility's agents upon reasonable request.

**5. Patient Records.** Facility and Contractor shall each prepare and maintain records concerning Facility's residents receiving Services under this Agreement, in accordance with applicable federal and state laws, regulations and program guidelines. Contractor shall provide to Facility documentation of the Services provided to, and any other relevant information regarding Contractor's contact with, Facility residents hereunder. If the Services are provided on the Facility premises, such documentation shall be made in the residents' medical record or chart, which shall be and remain the property of the Facility. If the Services are provided off of the Facility premises, such documentation shall be on the forms and in the format required by Facility policies and procedures in accordance with applicable laws, regulations and program guidelines. Contractor hereby agrees to maintain the confidentiality of all information and records relating to Facility's residents which it acquires in the course of performing the Services and to assure that such confidentiality is maintained by each of the Contractor Personnel providing Services pursuant to this Agreement.

**6. HIPAA Compliance.** See Exhibit C.

**7. Record Retention Requirements.**

a. All records created by Contractor in connection with the provision of Services pursuant to this Agreement, including patient records and records related to billing and payment, shall be retained by Facility and Contractor for a period of seven (7) years from the date the Service was provided or such greater time period as may be required by applicable law. Facility shall be permitted to inspect and/or duplicate any patient record, chart or other record of Contractor relating to the provision of Services hereunder by Contractor for any business purpose, including, without limitation, determining Contractor's compliance with the terms of this Agreement; ensuring safe, dependable and efficient patient care; satisfying Facility's obligations to any patient; or defending any allegation of malpractice or other liability against Facility.

b. To the extent the value or cost of Services furnished under this Agreement is \$10,000 or more over a twelve month period, then Contractor, for a period of four (4) years after the furnishing of such Services, shall retain and shall make available upon written request by the Secretary of the Department of Health and Human Services, the Comptroller General, or their authorized representatives, a copy of this Agreement and all books, documents and records that are necessary to certify the nature and extent of the costs incurred by Facility under this Agreement. Contractor further agrees that in the event Contractor carries out any of its duties under this Agreement through a permitted subcontract with a related organization with a value or cost of \$10,000 or more over a twelve month period, such subcontract shall contain a provision requiring the related organization, for a period of four (4) years after the furnishing of such Services, to retain and to make available upon written request by the Secretary of the Department of Health and Human Services, the Comptroller General, or their authorized representatives, a copy of such subcontract and all books, documents and records of such organization that are necessary to verify the nature and extent of such costs. Contractor agrees to notify the Facility promptly of the nature and scope of any governmental request for access to books and records related to this Agreement and to provide to the Facility, or make available, copies of any books, records or documents proposed to be provided. Any disclosure under this paragraph shall not be construed as a waiver of any other legal rights to which such party may be entitled.

c. This Section shall survive the expiration or termination of this Agreement.

**8. Insurance.** Contractor shall, at its sole cost and expense, procure, keep and maintain throughout the term of this Agreement, insurance coverage in the minimum amount of one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) annual aggregate, for professional liability, negligence, errors and omissions, and commercial general liability and applicable state statutory limits for workers compensation. In addition, contractor shall maintain commercial auto liability insurance with limits of at least three million dollars (\$3,000,000) combined

single limit and such insurance shall include a minimum of \$5,000 in medical payment coverage. Said insurance policies shall cover all services Contractor, its directors, officers, employees, agents and/or contractors provide. Contractor shall provide Facility with evidence of such insurance promptly upon request. In the event Contractor procures a "claims made" policy to meet the insurance requirements herein, Contractor agrees to purchase "tail" coverage upon the termination of any such policy providing for an indefinite reporting period.

**9. Indemnification.** Each party shall indemnify, defend, and hold the other party harmless from and against any and all losses, claims, suits, damages, liabilities and expenses (including, without limitation, reasonable attorneys' fees) of any nature or kind whatsoever arising out of or resulting from, directly or indirectly: (a) a party's breach of this Agreement, including, without limitation, breach of any representation, warranty, or covenant of such party in this Agreement; and (b) any alleged negligent or intentional acts or omissions of a party, its agents or employees, based upon, arising out of or attributable to the performance or non-performance of their respective obligations under this Agreement. Upon notice, the other party shall resist and defend, at its own expense, any such claim or action. Said indemnity is in addition to any other rights the indemnified party may have against the indemnifying party. This Section shall survive the expiration or termination of this Agreement.

**10. Independent Contractor.** Nothing contained herein or any document executed in connection herewith shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent, employer and employee, partnership, or joint venture between the parties. Each party hereby acknowledges that neither it nor its Agents shall have any right or entitlement in or to any of the unemployment, workers compensation, health, pension, retirement, or other benefit programs now or hereafter available to the other party's employees.

~~**11. Arbitration.** Any dispute or controversy arising under this Agreement or any amendment hereof or the breach hereof shall be settled by arbitration in the county in which the Facility is located, in accordance with the rules of the American Health Lawyers Association Alternative Dispute Resolution Service and applying the laws of the State in which the Facility is located. Any award rendered by the arbitrator shall be final and binding upon each of the parties, and judgment thereof may be entered in any court having jurisdiction. During the pendency of any such arbitration and until final judgment thereon has been entered, this Agreement shall remain in full force and effect unless otherwise terminated as provided in this Agreement. Notwithstanding anything to the contrary in this Section, any party may seek a temporary restraining order or other interim injunctive or provisional relief from a court of proper jurisdiction without first resorting to the arbitration procedures set forth in this Section. If any such relief is obtained the arbitrator(s) shall address the continuance, modification or termination of such relief in the order and the parties agree to abide by the arbitrator's decision regarding such relief. This Section shall survive the expiration or termination of this Agreement.~~

No Arbitration

**12. Cumulation of Remedies; No Waiver.** The various rights, options, elections, powers, and remedies of the respective parties as provided in this Agreement are in addition to any others that said parties may be entitled to by law, shall be construed as cumulative, and no one of them is exclusive of any of the others, or of any right or priority allowed by law. The failure of a party to exercise any of its rights or to give any notice with respect to any default by the other party or otherwise to insist upon the strict performance of the other party's obligations hereunder shall not be deemed a waiver of such party's right with respect thereto in the future.

**13. Attorney's Fees.** If Contractor or Facility brings any action to interpret or enforce this Agreement, or for damages for any alleged breach hereof, whether by arbitration or otherwise, the prevailing party in any such action shall be entitled to reasonable attorneys' fees and costs as awarded by the arbitrator in addition to all other recovery, damages and costs. This Section shall survive the expiration or termination of this Agreement.

**14. Governing Law; Statutory References.** This Agreement shall be governed by and construed in accordance with the laws of the State in which the Facility is located, without regard to the conflict of laws rules of such State. Any reference in this Agreement to any statute, regulation, ruling, or administrative order or decree shall include and be a reference to any successor statute, regulation ruling, or administrative order or decree.

**15. Force Majeure.** Neither party hereto shall be liable for any delay or failure in the performance of any obligation under this Agreement or for any loss or damage (including indirect or consequential damage) to the extent that such nonperformance, delay, loss or damage results from any contingency which is beyond the control of such party, provided such contingency is not caused by the fault or negligence of such party. A contingency for the

purposes of this Agreement shall include Acts of God, fires, floods, earthquakes, explosions, storms, wars, hostilities, blockades, public disorders, quarantine restrictions, embargoes, and compliance with any law, order or control of, or insistence by any governmental or military authority.

**16. Confidentiality.** The parties hereto shall hold in confidence the information contained in this Agreement or other information about a party, and each of them hereby acknowledges and agrees that all information related to this Agreement or other information about a party, not otherwise known to the public, is confidential and proprietary and is not to be disclosed to third persons without the prior written consent of each of the parties except (a) to the extent necessary to comply with any law, rule or regulation, including, without limitation, any rule or regulation promulgated by the SEC, or the valid order of any governmental agency or any court of competent jurisdiction; (b) to its auditors and its attorneys as part of its normal reporting or review procedure; (c) to its insurance agent to the extent necessary to obtain appropriate insurance; or (d) as necessary to enforce its rights and perform its agreements and obligations under this Agreement. This Section shall survive the expiration or termination of this Agreement.

**17. Miscellaneous.** This Agreement may not be modified, amended or supplemented, nor may any term or condition be waived, except by an agreement in writing signed by both parties. Neither this Agreement nor any of the duties or obligations of Contractor hereunder shall be assigned or delegated by Contractor without prior written consent of Facility. Subject to the restrictions against transfer or assignment as herein set forth, the provisions of this Agreement shall inure to the benefit of, and shall be binding on, the heirs, assigns, successors, personal representatives, estates and legatees of each of the parties hereto. This Agreement shall constitute the entire agreement between the parties hereto with respect to the transactions contemplated hereby and shall supersede all prior or contemporaneous negotiations, understandings, and agreements. There are no representations, agreements, arrangements or understandings, oral or written, between or among the parties hereto relating to the subject matter of this Agreement that are not fully expressed herein. If any provision of this Agreement is found to be invalid or unenforceable by any court or other lawful forum, such provision shall be ineffective only to the extent that it is in contravention of applicable laws without invalidating the remaining provisions of this Agreement, unless such invalidity or unenforceability would defeat an essential business purpose of this Agreement.

**18. Survival.** Except as otherwise expressly provided in this Agreement, all covenants, agreements, representations and warranties, express and implied, shall survive expiration or termination of this Agreement.

**19. Signatures.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same agreement. Facsimile signatures shall be acceptable as originals. Any individual signing this Agreement on behalf of an entity hereby represents and warrants in his individual capacity that he has full authority to do so on behalf of such entity; provided, however, that Contractor acknowledges and agrees that this Agreement is not binding on the Facility until accepted by the Facility's Director of Operations as evidenced by his or her signature on the Agreement.

Exhibit CBusiness Associate Addendum

Business Associate and Covered Entity are parties to a Services Agreement (the "Agreement"). For purposes of complying with the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996, as amended, and the regulations promulgated thereunder (collectively, "HIPAA") and the requirements of Subtitle D of the Health Information Technology for Economic and Clinical Health Act and the regulations promulgated thereunder (collectively, "HITECH"), if and only to the extent that Business Associate is acting as a business associate (as defined by HIPAA) of Covered Entity, the parties agree as follows:

1. **Definitions.** Capitalized terms used, but not otherwise defined in this Addendum, shall have the same meaning as those terms in the HIPAA regulations and HITECH, and the following capitalized terms shall be given the following meanings:

1.1. "Breach" means the acquisition, access, Use or Disclosure of PHI in a manner not permitted under the Privacy Rule that poses a significant risk of financial, reputational, or other harm to the Individual who is the subject of the PHI. Breach does not include: (a) Use or Disclosure of Protected Health Information (PHI) that does not include the identifiers listed at 45 C.F.R. § 164.514(e)(2), date of birth, and zip code; (b) any unintentional acquisition, access, or Use of PHI by a member of Business Associate's Workforce or a person acting under the authority of Business Associate, if such acquisition, access or Use was made in good faith and within the person's scope of authority and does not result in further Use or Disclosure in a manner not permitted under the Privacy Rule; (c) any inadvertent Disclosure by a person who is authorized to access PHI at Business Associate to another person authorized to access PHI at Business Associate, provided the information received as a result of such Disclosure is not further Used or Disclosed in a manner not permitted under the Privacy Rule; or (d) a Disclosure of PHI where Business Associate has a good faith belief that an unauthorized person to whom the Disclosure was made would not reasonably have been able to retain such information.

1.2. "Compliance Date" means, in each case, the date by which compliance is required under the referenced provision of HITECH.

1.3. "Disclose" and "Disclosure" mean, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Business Associate's internal operations or to other than its employees.

1.4. "HITECH" means the Health Information Technology for Economic and Clinical Health Act, enacted as part of the American Recovery and Reinvestment Act of 2009, Pub. Law No. 111-5, and any regulations promulgated thereunder. References in this Addendum to a section or subsection of title 42 of the United States Code are references to provisions of HITECH. Any reference to provisions of HITECH in this Addendum shall be deemed a reference to that provision and its existing and future implementing regulations, when and as each is effective.

1.5. "Privacy Rule" means the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R Part 160 and Part 164, Subparts A and E.

1.6. "Protected Health Information" or "PHI" means information, including demographic information that (a) relates to the past, present or future physical or mental health or condition of an individual, the provision of health care to an individual, or the past, present or future payment for the provision of health care to an individual; (b) identifies the individual (or for which there is a reasonable basis for believing that the information can be used to identify the individual); and (c) is received by Business Associate from or on behalf of Covered Entity, or is created by Business Associate for Covered Entity, or is made accessible to Business Associate by Covered Entity.

1.7. "Security Rule" means the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R Part 164, Subpart C.

1.8. "Unsecured Protected Health Information" or "Unsecured PHI" means Protected Health Information that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a

technology or methodology specified by the Secretary in the guidance issued under section 13402(h)(2) of Public Law 111-5.

1.9. "Use" or "Uses" mean, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Protected Health Information within Business Associate's internal operations.

2. **Confidentiality Obligation.** Business Associate will not Use or Disclose PHI other than as permitted by the Agreement or this Addendum, or as Required by Law.

3. **Permitted Uses and Disclosures of PHI.** Business Associate shall Use or Disclose PHI only as necessary to perform services under the Agreement or as Required by Law, provided such Use or Disclosure would not: (i) violate the Privacy Rule, Security Rule, other applicable provisions of HIPAA or HITECH if done by Covered Entity; or (ii) violate the minimum necessary policies and procedures of Covered Entity.

4. **Safeguards.** Business Associate shall protect PHI from any improper oral or written disclosure by enacting and enforcing safeguards to maintain the security of and to prevent any Use or Disclosure of PHI other than is permitted by this Agreement. Such safeguards shall include administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any electronic PHI that it creates, receives, maintains, or transmits on behalf of Covered Entity. As of the Compliance Date for 42 U.S.C. § 17931, Business Associate shall comply with the Security Rule requirements set forth at 45 C.F.R. §§ 164.308, 164.310, 164.312, and 164.316, as well as additional requirements of HITECH that relate to security and are applicable to Covered Entity. As of the Compliance Date for 42 U.S.C. § 17934, Business Associate shall also comply with the requirements of Subtitle D of HITECH that relate to privacy and are applicable to Covered Entity.

5. **Access and Amendment.** Upon the request of Covered Entity, Business Associate shall: (a) make the PHI specified by Covered Entity available to Covered Entity or to the Individual(s) identified by Covered Entity as being entitled to access in order to meet the requirements under 45 C.F.R. § 164.524 ; and (b) make PHI available to Covered Entity for the purpose of amendment and incorporate changes or amendments to PHI when notified to do so by Covered Entity.

6. **Accounting.** Upon Covered Entity's request, Business Associate shall provide to Covered Entity or, when directed in writing by Covered Entity, directly to an Individual in a time and manner specified by Covered Entity, an accounting of each Disclosure of PHI made by Business Associate or its employees, agents, representatives or subcontractors as would be necessary to permit Covered Entity to respond to a request by an Individual for an accounting of Disclosures of PHI in accordance with 45 CFR § 164.528. Any accounting provided by Business Associate under this subsection shall include: (a) the date of the Disclosure; (b) the name, and address if known, of the entity or person who received the PHI; (c) a brief description of PHI disclosed; and (d) a brief statement of the purpose of the Disclosure. For each Disclosure that could require an accounting under this subsection, Business Associate shall document the information specified in (a) through (d), above, and shall securely retain this documentation for six (6) years from the date of the Disclosure.

7. **Access to Books and Records.** Business Associate shall make its internal practices, books and records relating to the Use and Disclosure of PHI pursuant to this Addendum available to the Secretary of the Department of Health and Human Services for purposes of determining Covered Entity's compliance with HIPAA. Covered Entity shall have the right to access and examine ("Audit") the books, records, and other information of Business Associate related to this Addendum. Such Audit rights shall be in addition to and notwithstanding any audit provisions set forth in the Agreement. Business Associate shall cooperate fully with any such Audit(s) and shall provide all books, records, data and other documentation reasonably requested by Covered Entity. Covered Entity may make copies of such documentation. To the extent possible, Covered Entity will provide Business Associate reasonable notice of the need for an Audit and will conduct the Audit at a reasonable time and place. Notwithstanding the foregoing, Covered Entity will not have access to any books, records, data and/or documentation related to any of Business Associate's other clients.

8. **Agents and Subcontractors.** Business Associate shall require all subcontractors and agents to which it provides PHI received from, or created or received on behalf of Covered Entity, to agree to all of the same restrictions and conditions concerning such PHI to which Business Associate is bound in this Addendum.

9. **Reporting of Violations.** Business Associate shall report to Covered Entity any Use or Disclosure of PHI not authorized by this Addendum immediately upon becoming aware of it. This reporting obligation includes, without limitation, the obligation to report any Security Incident, as that term is defined in 45 C.F.R. § 164.304.

9.1. **Breach Notification.** Business Associate also shall notify Covered Entity of any Breach of Unsecured PHI. Such notification shall occur without unreasonable delay and in no case later than fifteen (15) days after Business Associate discovers the Breach in accordance with 45 C.F.R. § 164.410. The notification shall comply with the Breach notification requirements set forth at 42 U.S.C. § 17832 and its implementing regulations at 45 C.F.R. § 164.410 and shall include: (a) to the extent possible, the identification of each person whose Unsecured PHI has been, or is reasonably believed by Business Associate to have been, accessed, acquired, or Disclosed during such Breach; and (b) any other available information about the Breach, including: (i) a description of what happened, including the dates of the Breach and discovery of the Breach, if known; (ii) a description of the types of Unsecured PHI involved in the Breach; (iii) any steps affected persons should take to protect themselves from potential harm resulting from the Breach; and (iv) the steps Business Associate is taking to investigate the Breach, mitigate harm to individuals, and to protect against any further Breaches. Business Associate shall provide Covered Entity with such additional information about the Breach either at the time of its initial notification to Covered Entity or as promptly thereafter as the information becomes available to Business Associate.

## 10. Term and Termination.

10.1. This Addendum begins on the Effective Date and remains in effect for the entire term of the Agreement unless otherwise terminated as provided below.

10.2. In addition to and notwithstanding the termination provisions set forth in the Agreement, both this Addendum and the Agreement may be terminated by Covered Entity in the event that Covered Entity determines Business Associate has violated a material term of this Addendum and such violation has not been remedied within fifteen (15) days following written notice to Business Associate.

10.3. Except as provided below, upon termination of this Addendum, Business Associate shall either return or destroy all PHI in the possession or control of Business Associate or its agents and subcontractors and shall retain no copies of such PHI. However, if Covered Entity determines that neither return nor destruction of PHI is feasible, Business Associate may retain PHI provided that it extends the protections of this Addendum to the PHI and limits further Uses and Disclosures to those purposes that make the return or destruction of the PHI infeasible, for so long as Business Associate maintains such PHI.

11. **Inconsistent Terms; Interpretation.** If any portion of this Addendum is inconsistent with the terms of the Agreement, the terms of this Addendum shall prevail. Except as set forth above, the remaining provisions of the Agreement are ratified in their entirety. Any ambiguity in this Addendum shall be resolved to permit Covered Entity to comply with the Privacy Rule, Security Rule, other applicable provisions of HIPAA, and HITECH and any regulations promulgated thereunder.

12. **Regulatory References.** A reference in this Addendum to a section in the Privacy Rule, Security Rule, other applicable provisions of HIPAA or HITECH or any regulations promulgated thereunder means the section as in effect or as amended.

13. **Amendment.** Covered Entity and Business Associate agree to take such action as is necessary to amend this Addendum from time to time as is necessary for the parties to comply with the requirements of the Privacy Rule, Security Rule, other applicable provisions of HIPAA, or HITECH and any regulations promulgated thereunder. Notwithstanding the foregoing, Covered Entity may unilaterally amend this Addendum as is necessary to comply with applicable laws and regulations and the requirements of applicable state and federal regulatory authorities. Covered Entity will provide written notice to Business Associate of such amendment and its effective date. Unless such laws, regulations or regulatory authorities require otherwise, the signature of Business Associate will not be required in order for the amendment to take effect.

14. **Indemnification.** Business Associate shall defend, indemnify and hold harmless Covered Entity and its directors, officers, employees, and agents (collectively, the "Indemnitees") from and against any and all claims, losses, damages, suits, fees, judgments, costs and expenses, including reasonable attorneys' fees, that the

Indemnites may suffer or incur arising out of or in connection with Business Associate's breach, non-performance, non-compliance, or failure to observe any term of this Addendum.

15. **Survival.** The respective rights and obligations of Business Associate under section 7, subsection 10.3 and section 14 of this Addendum shall survive the termination of this Addendum and the Agreement.