

**Anderson County Board of Commissioners
Purchasing Committee Meeting Minutes
July 8, 2024
4:30 p.m.
Room 312 of the Courthouse**

Members Present: Phil Yager (Committee Chair), Denise Palmer (Co-Chair), Tyler Mayes, Aaron Wells and Steve Verran.

1. Call to Order

2. Approval of Agenda

Commissioner Wells made a motion to approve the agenda as presented. Commissioner Palmer seconded the motion. Motion passed unanimously.

3. Appearance of Citizens

No citizens made an appearance.

4. Contracts Approved by Law Director

A. **Canon, Clinton Library, Contract #24-0161** – Five-year copier lease for \$36.72 per month. Pricing from State Wide Contract. Replaces obsolete copier.

B. **Canon, EMA, Contract #24-0162** – Five-year copier lease for \$31.65 per month. Pricing from State Wide Contract. Replaces obsolete copier.

C. **Lincoln Memorial University, Board of Education, Contract #24-0166** – Five-year Memorandum of Understanding for Supervised Clinical Education experiences.

D. **Tennessee Orthopaedic Alliance, Board of Education, Contract #24-0169** – Two-year contract for Certified Athletic Trainer for \$0. Replaces contract that had annual cost of \$5,000.

E. **Diversicare, EMS, Contract #24-0171** – Two-year contract for Transportation Services.

F. **NHC, EMS, Contract #24-0171** – Two-year contract for Transportation Services.

G. **Canon, Trustee, Contract #24-0173** – Five-year copier lease for \$35.50 per month. Pricing from State Wide Contract. Replaces obsolete copier.

H. **Canon, Trustee, Contract #24-0174** – Five-year copier lease for \$35.50 per month. Pricing from State Wide Contract. Replaces obsolete copier.

I. **Canon, Trustee, Contract #24-0175** – Five-year copier lease for \$16.07 per month. Pricing from State Wide Contract. Replaces obsolete copier.

Commissioner Mayes made a motion to approve items B – I as a group and to forward to County Commission with a recommendation for approval. Commissioner Verran seconded the motion. Motion passed unanimously.

Commissioner Mayes made a motion to approve item A and to forward to County Commission with a recommendation for approval. Commissioner Palmer seconded the motion. Motion passed with Commissioner Wells voting No and the other Committee members voting Yes.

5. Contracts Pending Law Director Approval

6. Unfinished Business

A. Surplus Capital Assets Sales – Information Only

DESCRIPTION	DEPARTMENT	Condition	Starting Bid	Winning Bid
2010 Chevy 3500 Express	EMS	Working, starts with a boost	\$1500	\$1500
2009 GMC 3500 Savana	EMS	Inoperable, parts only	\$500	\$500
2006 Chevy Silverado	EMS	Working, starts with a boost	\$1000	\$1726

7. New Business

Annette

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7. New Business

24-0166

LMU

Lincoln Memorial University

CLINICAL AFFILIATION AGREEMENT

Between

**LINCOLN MEMORIAL UNIVERSITY
CAYLOR SCHOOL OF NURSING**

And

ANDERSON COUNTY SCHOOLS

This CLINICAL AFFILIATION AGREEMENT ("Agreement") made and entered into this 7th day of June, 2024, creates an affiliation agreement between **Lincoln Memorial University, Caylor School of Nursing** ("UNIVERSITY") and **Anderson County Schools** ("AFFILIATE") for the purpose of providing supervised clinical education experiences for the students of UNIVERSITY'S ASN, BSN, MSN and DNP nursing programs ("Students"). Both UNIVERSITY and AFFILIATE acknowledge that this cooperative clinical agreement is needed for completeness of UNIVERSITY'S academic curriculum and will help to foster the Mission of the AFFILIATE by stimulating those staff members involved in student clinical education and supervision.

WITNESSETH:

Whereas, AFFILIATE provides experiences that are suitable for instruction of undergraduate and graduate nursing students;

Whereas, UNIVERSITY operates undergraduate and graduate programs of study in nursing through its Caylor School of Nursing, which programs are in compliance with accepted standards for national accreditation by the Accreditation Commission for Education in Nursing;

Whereas, UNIVERSITY desires to provide its undergraduate and graduate nursing students with learning experiences, and AFFILIATE desires to provide its facilities to facilitate this learning experience.

Therefore, in consideration of the mutual covenants and agreements set forth herein, UNIVERSITY and AFFILIATE agree as follows:

A. JOINT RESPONSIBILITIES:

1. The arrangement for the clinical affiliation will be cooperatively planned by the appropriate representatives and staff of AFFILIATE, and faculty and staff of UNIVERSITY. Illustrative of the foregoing, specific and mutually agreed upon information regarding the number of students to be assigned, the dates of the

24-0166

- assignment, and specific experience to be provided (including the proposed clinical areas and patient service facilities to be used by the student and the type and extent of patient care which the student shall render) shall be planned jointly and agreed upon by UNIVERSITY and AFFILIATE. Placement of students will always depend on staff and space availability.
2. Periodic meetings will be held at a mutually agreeable time and in a mutually agreeable place and/or manner to review and evaluate the clinical education program and to attempt to resolve specific problems that may interfere with the achievement of the objectives of the program.
 3. If a problem arises involving the affiliating student(s), the problem shall be resolved jointly by AFFILIATE, UNIVERSITY, and the student provided, however, that pending such resolution AFFILIATE may at any time restrict the student(s) activities if it deems necessary for patient welfare or if the student(s) breach the rules or regulations of AFFILIATE. Such resolution shall occur no later than ten (10) days from the date the subject student is placed on restriction by AFFILIATE.
 4. UNIVERSITY will arrange the clinical education schedule and student assignment in cooperation with AFFILIATE.
 5. This Agreement shall remain in effect for a term of five (5) years from the effective date at which time the Agreement may be renewed upon mutual agreement of the parties. Either party may terminate this agreement at the end of UNIVERSITY'S academic term by giving written notice to the other, at least ninety (90) days prior to its termination. Notice shall be provided to the following:

UNIVERSITY

Lincoln Memorial University
Office of the General Counsel
6965 Cumberland Gap Parkway
Harrogate, TN 37752

AFFILIATE

Anderson County Schools
101 South Main Street
Clinton, TN 37716

This Agreement shall become effective as of the last date signed below.

6. The selection, placement and advancement of students, staff and faculty will not be determined by race, color, ethnicity, religion, sex, national origin, age, ancestry, disability, veteran status, sexual orientation, marital status, parental status, gender, gender identity, gender expression, and genetic information.
7. In the performance of all work, duties and obligations, UNIVERSITY and AFFILIATE are at all times independent contractors, and not joint venturers or agents of the other.

Neither party nor their respective faculty, staff, employees, students, or agents shall be or claim to be the faculty, staff, employee, student, or agent of the other.

8. The confidentiality of patient records and student records shall be maintained at all times, and all parties shall comply with HIPAA, FERPA, and all applicable state laws and regulations regarding patient health information and student records.

B. UNIVERSITY RESPONSIBILITIES:

1. UNIVERSITY will assign students to participate in the clinical education program and will have total responsibility for academically preparing the students in theoretical knowledge, basic skills, professional ethics, attitude, and behavior prior to the clinical affiliation. AFFILIATE will be informed as to curriculum and sequence and shall be advised of all courses and clinical experiences of each student.
2. UNIVERSITY will appoint a representative to act as a liaison between AFFILIATE, UNIVERSITY, and the student in such matters as assignments and coordination of clinical rotations and administrative operations. UNIVERSITY will provide AFFILIATE with forms, protocol, and guidelines for evaluation of student clinical experience and performance, and with its policy regarding student absences during clinical assignments.
3. The students and UNIVERSITY are included as named insureds under the insurance program of UNIVERSITY, providing professional liability coverage in the minimum amount of \$2,000,000 per occurrence and \$5,000,000 annual aggregate limit for liability arising out of negligence during their designated assignment at AFFILIATE.
4. A Certificate of Insurance evidencing such coverage shall be furnished to AFFILIATE of the clinical educational program upon request. The certificate shall include the commitment of the insurer not to cancel the coverage without at least 30 days' prior written notice thereof to AFFILIATE.
5. UNIVERSITY agrees to withdraw any student from assignment to AFFILIATE following a request by AFFILIATE and consultation between all parties involved in the action. However, AFFILIATE may refuse access to its clinical areas or otherwise restrict activities of any student when deemed necessary or desirable for patient welfare, or who does not meet AFFILIATE'S standards for safety, health or ethical behavior, or who does not observe all rules, regulations, policies and procedures of AFFILIATE.
6. All students will be required to have physical examinations and standard immunizations (including Hepatitis B) prior to admission to the clinical educational program and shall otherwise meet those health standards required by UNIVERSITY and AFFILIATE.
7. UNIVERSITY will give advance notice to AFFILIATE of any site visits by any of the accrediting agencies involved with the clinical education program.

8. UNIVERSITY shall cause its students, staff, and representatives participating in the clinical education program to abide by and comply with AFFILIATE policies and procedures.
9. UNIVERSITY agrees to indemnify, defend and hold harmless AFFILIATE and its officers, board members, agents, representatives, and employees from any and all costs, damages, losses, and/or expenses, including but not limited to attorneys' fees, litigation costs, and court costs, arising out of or resulting from negligent or intentional acts or omissions caused by UNIVERSITY, its officers, board members, agents, representatives, students, or employees, up to the limits of insurance set forth in Section B(3) above.
10. UNIVERSITY may compensate AFFILIATE in accordance with the terms outlined in Appendix A.

C. AFFILIATE RESPONSIBILITIES:

1. AFFILIATE agrees to provide student access to its clinical facilities as appropriate for the operation of the program. In addition, AFFILIATE agrees to provide student access to available educational and instructional materials in its library, if applicable, and provide sufficient conference/meeting room space for conducting didactic programs, lectures, conferences, etc. in conjunction with the program and appropriate to the number of assigned students.
2. Students will have the status as trainees, are not to replace AFFILIATE staff, and are not to render patient care and/or service except as such are identified for educational value as part of the jointly planned education program, all under the supervision of a professional practitioner who is a member of the staff of AFFILIATE and/or UNIVERSITY. Students will be identified as such to all patients and will not participate in patient care if the patient objects to such participation. It is understood that the teaching program will not interfere with the primary mission of the care and treatment of the patient, which shall at all times remain the responsibility of AFFILIATE.
3. AFFILIATE will provide an orientation for STUDENTS which will familiarize STUDENTS with AFFILIATE'S policies, procedures, and facilities.
4. If appropriate facilities and services are available, AFFILIATE will be responsible for providing emergency care for student illness or accident occurring on AFFILIATE'S premises during the course of a clinical assignment but is not responsible for the cost of such care. UNIVERSITY will endeavor to assure that medical insurance coverage for students is in effect during their period of assignment, but it is understood that students are financially responsible for their own medical insurance and for any medical care they receive at AFFILIATE.
5. AFFILIATE will, as requested, provide each student with a clinical instructor (Preceptor/Practice Facilitator) to whom he/she is responsible during the clinical

education period. The duties of the Preceptor (which may be delegated to appropriate individuals) will include:

- a. demonstrating a concern for the personal and educational development of the student;
- b. providing a planned program for the affiliation, established in cooperation with the student's need and interests;
- c. supervising the student while at AFFILIATE for the clinical experience and retain complete responsibility for patient care;
- d. evaluating the student's performance during the affiliation;
- e. meeting with appropriate UNIVERSITY faculty and staff to discuss the student's progress.

UNIVERSITY will execute a separate agreement with Preceptor if requested by AFFILIATE.

6. AFFILIATE may request withdrawal of a student from AFFILIATE following consultation with appropriate UNIVERSITY personnel and the student involved in the action. Notwithstanding, AFFILIATE may always exercise its rights under Section A(3) and/or Section B(5) above. All records kept by AFFILIATE relating to a student's performance during the affiliation period shall be made available to the parties hereto and to the student, and not to other persons, as required by the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. §1232(g).
7. AFFILIATE will maintain all applicable accreditation requirements and certify such compliance to UNIVERSITY or other entity as requested by UNIVERSITY. AFFILIATE will, on reasonable request, permit the inspection of its clinical facilities, services available for clinical experiences, and other relevant items pertaining to the clinical learning experiences, by representatives of UNIVERSITY and/or third party agencies charged with responsibility for approval of facilities or accreditation of curriculum.
8. AFFILIATE will, at commencement of a student's placement, provide the student with an orientation as to AFFILIATE'S rules, regulations, and policies, as well as the standards and practices relevant to the clinical placement, as AFFILIATE deems necessary.
9. AFFILIATE agrees to indemnify, defend and hold harmless UNIVERSITY and its officers, board members, agents, representatives, students, and employees from any and all costs, damages, losses, and/or expenses, including but not limited to attorneys' fees, litigation costs, and court costs, arising out of or resulting from negligent or intentional acts or omissions caused by AFFILIATE, its officers, board members, agents, representatives, or employees.
10. AFFILIATE must immediately notify UNIVERSITY of any known risks or changes that would jeopardize the safety of the students, including but not limited to physical facility changes; reported criminal activity or incidents; outside events or incidents or material changes in security measures. UNIVERSITY will evaluate the information

and reserves the right to terminate the assignment if such risks pose substantial danger to the safety of the student.

D. STUDENT RESPONSIBILITIES:

1. STUDENTS will follow the policies, procedures, rules, and regulations established by AFFILIATE during his/her clinical affiliation at AFFILIATE.
2. STUDENTS will provide his/her own health insurance coverage for the period of the clinical education experience. Proof of insurance must be provided to AFFILIATE upon assignment at AFFILIATE.
3. STUDENTS have the right to appeal in accordance with UNIVERSITY policy a decision made by AFFILIATE or UNIVERSITY which will have adverse effects upon him/her, subject always to the rights of AFFILIATE and UNIVERSITY expressed at other places in this Agreement and in UNIVERSITY'S policies.
4. For purposes of patient confidentiality under HIPAA and regulations promulgated thereunder, STUDENTS shall be considered to be members of AFFILIATE'S "Workforce," as defined at 45 Code of Federal Regulations (C.F.R.) § 160.103. In connection with participation in the clinical education program, STUDENTS may come into contact with patient data or other confidential health information. STUDENTS shall not remove original or copied patient or other confidential health information from AFFILIATE under any circumstances. Further, STUDENTS shall not disclose any information concerning any patient's physical or mental health or condition, the provision of care to any patient, the identify of any patient, or any other patient-related information to any third party, without express written permission from AFFILIATE'S Privacy Officer.
5. If AFFILIATE requires a criminal background check, STUDENTS will be required to provide the requested information at STUDENTS' cost. In certain situations, investigative background reports are ongoing and may be conducted at any time.

E. MISCELLANEOUS:

1. The validity, interpretation, and performance of this Agreement shall be governed by and construed with the laws of the State of AFFILIATE. The venue for any judicial proceeding brought by either party with regard to any provision of or obligation arising under this Agreement shall be the county where AFFILIATE is located. In the event of litigation arising out of a breach of this Agreement, the prevailing party is entitled to its court costs plus reasonable attorney's fees as fixed by the Court.
2. This agreement constitutes the entire agreement between the parties hereto with respect to the subject matter herein and supersedes any other agreements, restrictions, representations, or warranties, if any, between the parties hereto with regard to the subject matter herein.

- 3. If in one or more instances a party fails to insist that the other party perform any of the terms of this agreement, such failure shall not be construed as a waiver by such party of any past, present, or future right granted under this agreement; the obligations of both parties under this agreement shall continue in full force and effect.
- 4. This Agreement cannot be amended, modified, supplemented, or rescinded except in writing signed by both parties hereto. No waiver of any provision of this Agreement shall be valid unless such waiver is in writing signed by both parties.
- 5. This Agreement may not be assigned by either party without the prior written consent of the other party.

F. PRIMARY CONTACT INFORMATION:

UNIVERSITY:

Ann Weaver
 Executive Assistant to the CSON Dean
theresa.weaver@LMU.net.edu
 423.869.6724

AFFILIATE:


Dr. Tim Parrott
 Director of Schools
 tparrott@acs.ac
 865-463-2800

IN WITNESS WHEREOF, the parties have caused this Clinical Affiliation Agreement to be executed as of the last date set forth below.

LINCOLN MEMORIAL UNIVERSITY

ANDERSON COUNTY SCHOOLS

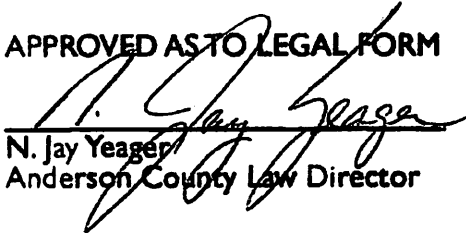
 Tammy Dean, DNP, RN, CNE
 Dean, Taylor School of Nursing

 8/21/24

 Dr. Tim Parrott
 Director

Date

APPROVED AS TO LEGAL FORM



 N. Jay Yeager
 Anderson County Law Director

24-0169



Tennessee Orthopaedic Alliance, East Tennessee Professional Services Agreement

This Agreement, made and entered on August 1, 2024 documents the agreement between, Anderson County Schools for Clinton High School (hereinafter, "School") and Tennessee Orthopaedic Alliance, East Tennessee (hereinafter, "Contractor") as follows:

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

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

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

Term. The term of this agreement shall begin on the 1st day of August, 2024 and end on the 31st day of July, 2026. This agreement may be renewed under the same terms and conditions, subject to the approval of both parties. The term of the renewed contract may not be longer than the term of the original contract. Either party may terminate the Agreement in the event of breaches, defaults, failure to perform, or any other reason by providing 30 days written notice to the other party.

Contractor Compensation. The School will compensate the Contractor \$0 per contract year for each high school listed above for a total of \$0.

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

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

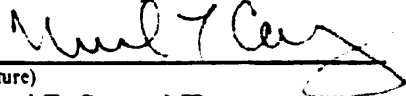
Modifications. This contract may be modified only by a written amendment which has been executed and approved by the appropriate parties as indicated on the signature page of this contract.

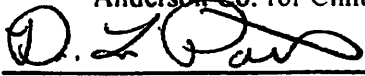
24-0169

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

Contractor:
Tennessee Orthopaedic Alliance, ET

School:
Anderson Co. for Clinton HS

By: 
(Signature)
Michael T. Casey, MD


Administrative/Athletic Director Signature

President
(Name-Printed)
President
(Title)

Dr. Tim Parrott
(Name-Printed)
Director of Schools
(Title)

9129 Cross Park Dr.
(Address)

1015 Main St.
(Address)

Knoxville, TN 37923
(City, State and Zip)

Clinton, TN 37716
(City, State and Zip)

865.694.7725
(Telephone Number)

865 463-2800
(Telephone Number)

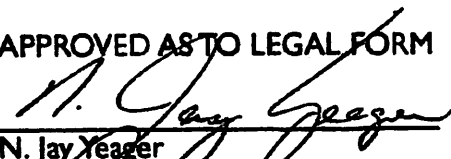
62-0862316
(SSN or FEIN)

62-6000474
(SSN or FEIN)

6/19/2024
Date

6/19/2024
Date

APPROVED AS TO LEGAL FORM


N. Jay Yeager
Anderson County Law Director

Attachment A

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

Representative
Tennessee Orthopaedic Alliance, East Tennessee

Date 6/19/24

Representative
Anderson County Schools

Date 6/19/2024

HEALTHCARE SERVICE AGREEMENT

(Transportation Services)

24. 0170

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 July 1 2024 and shall expire on June 30 2026, 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, service 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 to 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 or 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 thirty (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 or suspension of any license of Contractor required for the provision of 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 though 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 agreements between the parties. The Agreement will not be construed in favor of or against any party by reason of the extent to which any party participated in the preparation of the Agreement. If either party has made any change to the Agreement that said party did not bring to the other party's attention in a way that is reasonably calculated to put the other party on notice of the change, the change shall not become part of the Agreement.

IN WITNESS WHEREOF, the parties by their duly authorized representatives have entered into this Agreement As of the 6th day of JUNE 2024.

FACILITY:

Diversicare

By: [Signature]
Executive Director

Accepted By: [Signature]
Director of Operations

Address for Notices:

100 Elmhurst Dr.
Oak Ridge, TN 37830
Facsimile:

CONTRACTOR

Anderson County EMS

By: _____

Name: _____

Title: _____

Address for Notices:

314 Public Safety Lane
Clinton, TN 37716
Attn: Nathan Sweet, Director
Facsimile (865) 457-9701

APPROVED AS TO LEGAL FORM

[Signature]
N. Jay Yeager
Anderson County Law Director

Exhibit ATransportation 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(e); 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

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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 result in 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. 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. 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.

12. 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 cost as awarded by the arbitrator in addition to all other recovers, damages and cost. This Section shall survive the expiration or termination of the Agreement.

No
Arbitration

13. 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.

14. 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

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

15. 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 agreement and obligations under this Agreement. This Section shall survive the expiration or termination of this Agreement.

16. Miscellaneous. This Agreement may not be modified, amended or supplemented, nor any 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.

17. 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.

18. 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 any 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.

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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.

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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 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

24-0171

(Transportation Services)

This Health Care Services Agreement ("Agreement") is by and between NHC OAK RIDGE, 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 July 1 2024 and shall expire on June 30 2026, 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, service 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 to 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 or 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 thirty (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 or suspension of any license of Contractor required for the provision of 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 though 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 agreements between the parties. The Agreement will not be construed in favor of or against any party by reason of the extent to which any party participated in the preparation of the Agreement. If either party has made any change to the Agreement that said party did not bring to the other party's attention in a way that is reasonably calculated to put the other party on notice of the change, the change shall not become part of the Agreement.

IN WITNESS WHEREOF, the parties by their duly authorized representatives have entered into this Agreement As of the 12th day of June 2024.

FACILITY:
NHC

By: [Signature]
Executive Director

Accepted By: [Signature]
Director of Operations

Address for Notices:
Shawn Smith
NHC
300 Laboratory Road
Oak Ridge, TN 37830
Attn: Executive Director
Facsimile:

Copy to NHC

CONTRACTOR:
Anderson County EMS

By: _____
Name: _____
Title: _____

Address for Notices:
314 Public Safety Lane
Clinton, TN 37716
Attn: Nathan Sweet, Director
Facsimile (865) 457-9701

APPROVED AS TO LEGAL FORM
[Signature]
N. Jay Tedger
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

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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 result in 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. 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. 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.

12. 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 cost as awarded by the arbitrator in addition to all other recovers, damages and cost. This Section shall survive the expiration or termination of the Agreement.

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No Arbitration -

13. 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.

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

15. 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 agreement and obligations under this Agreement. This Section shall survive the expiration or termination of this Agreement.

16. Miscellaneous. This Agreement may not be modified, amended or supplemented, nor any 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.

17. 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.

18. 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 any 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 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.

