

**RaganSmith**

a Pape-Dawson company

June 19, 2025

VIA ELECTRONIC MAIL: tfrank@andersoncountyttn.gov

Mayor Terry Frank
Anderson County (Client)
100 N. Main Street, Suite 208
Clinton, TN 37716

**RE: GIBBS FERRY PARK – OAK RIDGE HIGHWAY / SR-61
ANDERSON COUNTY, CLINTON, TENNESSEE**

Dear Mayor Frank,

Ragan-Smith-Associates, LLC (RaganSmith) is pleased to offer the following professional services in accordance with this letter. Your acceptance of this proposal acknowledges that the attached *Contract Terms and Conditions* are agreeable and are incorporated by reference.

PROJECT

Client seeks to retain the services of a professional consultant engineering firm to provide professional services for planning, design, and construction managing the preparation and submittal of documents in compliance with NEPA regulations governing the use of federal funds in support of proposed park improvements that were the basis for a Federal Lands Access Program (FLAP) grant awarded to Anderson County (the Client), for planning, design, and construction of select improvements to Gibbs Ferry Park. (see Exhibit A) This project received funding through the Eastern Federal Lands Access Program or (FLAP) Grant Program Federal Project No. TN-FLAP(82) as a Tennessee Department of Transportation (TDOT) Local Programs Project No. 01LPLM-F0-068, PIN – 136136.00.

OBJECTIVE

The project team will coordinate closely with **Client**, Tennessee Department of Transportation (TDOT), Federal Highway Administration (FHA) and other state and federal agencies as required for the duration of the project. Project Management with consistent communication and documentation of completed milestones and **Client** actions required. The team anticipates regular meetings with county staff in order to coordinate grant documentation requirements and **Client** decision-making without interruption to the overall project schedule. The team will rely on coordination and administrative assistance from TDOT local programs staff and will work with them to meet Local Program Guidelines. The team will rely on administrative and coordination assistance from John Prince, Anderson County Grant Coordinator, to keep documentation current with the FHA Federal Lands Access Program staff and TDOT Local Programs personnel.

NASHVILLE
315 Woodland Street
P.O. Box 60070
Nashville, TN 37206

CHATTANOOGA
35 Station Street
Chattanooga, TN 37408

MURFREESBORO
1500 Medical Center Parkway
Suite 2 J
Murfreesboro, TN 37129

FRANKLIN
4068 Rural Plains Circle
Suite 290
Franklin, TN 37064

After notice to proceed with the NEPA phase is received **RaganSmith** will:

- A. **Survey** the subject property for parcel and right-of-way boundaries, topographic features, vertical hardscape and softscape improvements, and utilities and drainage infrastructure
- B. **Coordinate and obtain Geotech analysis and a flood study** as required to support preliminary engineering and NEPA
- C. Develop **preliminary engineering and park plans in support of NEPA** to assess feasibility and location of critical park elements, park access and circulation from Oak Ridge Highway/SR 61, areas impacted by new improvements and those that may remain undisturbed to guide NEPA activities, and confirm the ability to design necessary improvements within existing right-of-way constraints
- D. **Prepare NEPA, FEMA No-Rise, and 26A permit documents** to support the approvals required before the request to proceed with final engineering design and construction phases of the project is initiated

SCOPE OF SERVICES

I. PHASE I A & I B – FIELD SURVEY AND DATA COLLECTION

RaganSmith will complete a full topographic survey guided by TDOT Survey Manual standards. All work will be performed under the supervision of a Professional Surveyor licensed in the State of Tennessee.

The survey for Gibbs Ferry Park will encompass approximately six acres between SR 61 ROW and the Clinch River. The scope for this task is further described below:

- Topographic features (terrestrial survey, drone, and laser scanning anticipated)
- Property survey/ ROW establishment
 - Establish existing ROW of Oliver Springs Highway/SR 61 within project limits
 - Establish front and side property boundaries for up to 8 properties within project limits
- Utility survey
 - Locate above and below ground utilities by field observation and TN One-Call information
- Drainage survey
 - Existing structure data collection
 - Inverts and pipe sizes
 - Previous design plans review (for drainage features)
- Field Survey of environmental features
 - 100 year and 500 year flood zone boundaries
 - Identify top of bank, bankfull, and top of normal high water elevation
 - Delineated wetland boundary (if applicable)
- Fields Survey of existing structures, hardscape features, parking area, docks/piers, significant vegetation, light fixtures, site furnishings, and roadway signage.
- Coordination of additional site studies (Geotech, Flood Study) and incorporation of additional data points into site survey exhibits.
- Coordinate and obtain Geotech and Flood Study by others.
- Process survey data to TDOT standards

Deliverables:

- Survey CADD Drawings
- Digital Terrain Model
- Utility Owner Contacts Table

Note: RaganSmith will not proceed beyond Phase I (B) without approval from Client and notice from TDOT Local Programs that the second half of NEPA Phase funds have been obligated according to the amended project budget.



II. PHASE I C – PRELIMINARY ENGINEERING IN SUPPORT OF NEPA

RaganSmith will develop preliminary engineering plans guided by TDOT standards under the supervision of Professional Engineers licensed in the State of Tennessee.

The preliminary design plan set will include the following preliminary engineering elements:

- Title Sheet
- Title Sections
- Preliminary Right-of-Way Acquisition Assessment Table
- Proposed Park Site Plan and Circulation
- Signing and Marking Sheets
- Road/Driveway Cross Sections

Anticipated design features:

- Driveway access design for park entry and exit - 55 mph design speed / posted speed 50 mph
- Evaluation of curb cut locations and widths, turning movements, and intersection safety
- On site pedestrian connectivity and access points for future community bike/ped connections
- Storm drainage design (as required)
- ADA accessible pathways to park facilities
- Site evaluation for critical park elements including: restrooms, picnic shelter, pier access, motorized and non-motorized-small craft boat launches, ADA access, parking, view areas, play areas, community informational and wayfinding signage

Meetings:

RaganSmith will host up to two (2) coordination meetings with critical stakeholders (TDOT, TVA, USACE) to discuss the proposed park improvements, any potential impacts to the state right-of-way and to identify any special permitting requirements for park improvements along the bank of the Clinch River. Design revisions based on these meetings will be coordinated with County staff and documented through meeting minutes.

Deliverables:

- *Preliminary Engineering Plan Set in support of NEPA*
- *Critical Stakeholder design review meeting minutes*

III. PHASE I D – NEPA DOCUMENTATION

RaganSmith has developed the following NEPA document scope based on our understanding and previous coordination with TDOT Environmental Division. It is **RaganSmith's** expectation that the project will be developed as a C-List Categorical Exclusion submitted to TDOT based on the guidance contained in the *TDOT Local Government Guidelines for Completing the NEPA Process*.

The scope for this task is further described below:

- Project review with TDOT and establish NEPA document level
- Develop preliminary project purpose and need
- Technical studies
 - Ecology study
 - Floodplains
 - Air quality - Provide transportation conformity analysis
 - Noise Type III Project – This project is anticipated to be a Type III project which does not require a noise analysis
 - Cultural resources
 - Archaeological resources
 - Architectural/historical resources
 - TN SHPO coordination
 - Section 106 coordination



- Native American consultation
 - Hazardous materials
 - Pedestrian/bicycle
- Finalize technical studies reports
- Prepare environmental document including the following topics per Local Programs Requirements
 - Project funding
 - Project introduction
 - Project background
 - Existing conditions
 - Project development
 - Project design
 - Environmental studies
 - Document maps, graphics, exhibits, and photographs
 - Document certification
- Submittals
 - Submit draft NEPA document to TDOT for review/comment
 - Revise NEPA document per TDOT comment
 - Submit NEPA document to FHWA for review/comment
 - Revise NEPA document per FHWA comment
 - Package and submit NEPA document for final approval

Deliverables:

- *Technical Study Reports*
- *Draft/ Final NEPA C-List CE Document and Appendices*
- *Project Commitments*

Not Included in the current Scope and Fees:

- *Phase II* - After notice to proceed to the Final engineering phase, **RaganSmith** will commence with preparing Final Engineering and Park Design documents.
- *Phase III* – After notice to proceed to ROW phase, **RaganSmith** will prepare and submit documents to TDOT through the Local Programs process to confirm that no additional ROW is required to complete this project. **RaganSmith** will track and respond to any comments received to bring ROW documents in compliance to allow the project to proceed to the construction phase. If additional ROW is required to meet the design requirements of the project, a new schedule, scope and fee will need to be generated to account for the additional scope.
- *Phase IV* – After notice to proceed to Construction Phase, **RaganSmith** will complete construction documents, bid support, permitting support, construction engineering inspection and project closeout documentation.

COMPENSATION

RaganSmith will provide the above Scope of Services for the following **Not to Exceed, lump sum fee** summarized below, per the attached Contract Terms and Conditions.

I.	Phase I A & I B – Field Survey and Data Collection	\$55,000.00
II.	Phase I C – Preliminary Engineering in Support of NEPA	\$80,000.00
III.	Phase I D – NEPA Documentation	\$85,000.00
TOTAL FEE		\$220,000.00

RaganSmith will not exceed the lump sum fees detailed above without authorization from Anderson County. The Lump Sum Contract Amount is conditioned on Contract Times to complete each phase not exceeding 12 months; work in each phase will be considered complete once TDOT has issued a notice to proceed to the next phase. Should the Contract Times to complete the work for any phase be extended beyond this period, the total compensation will be reviewed, and **RaganSmith** will negotiate additional fees as necessary to complete the work.



The contract with **Client** will be made part of all sub-contractor agreements and therefore terms and conditions will apply to the entire project team without qualification.

Excluded services are not limited to the list in this contract. We are bringing these exclusions to your attention to clearly reflect that these services are not included in the proposed scope. Only those services expressly identified in the proposed scope are included in the contract. For this reason, we ask that you pay special attention to the proposed scope to have a clear understanding of the services provided within this contractual agreement.

Services excluded at this time (but possibly required):

- Conditional Letter of Map Revision - CLOMR (Phase One)
- Letter of Map Revision - LOMR (Post Construction)

Should additional services be required or provided outside of the scope of services noted above, the said services will be performed and compensated for at an hourly rate in accordance with the attached *Contract Terms and Conditions*.

We appreciate the opportunity to provide this proposal and look forward to working with you. If you agree to the terms, please sign, and return a copy which will serve as authorization to proceed with the work.

Sincerely,

RAGAN-SMITH-ASSOCIATES, LLC

Kevin Guenther, PLA
Vice President

Michael Barille
Senior Project Manager, Planning

KDG / MLB: kal
Attachment

CLIENT ACCEPTANCE and AUTHORIZATION TO PROCEED:

By: _____

Date: _____

Printed / Typed Name: _____

Title: _____

TO WHOM SHOULD INVOICES BE DIRECTED:

Name: _____

Email: _____

APPROVED AS TO LEGAL FORM

James W. Brooks
Anderson County Law Director

06-29-2025

CONTRACT TERMS AND CONDITIONS

SCHEDULE OF SERVICES AND EXPENSES - The below hourly billing rates are current and effective as of the date of this agreement. Hourly rates will be based on the most current RaganSmith rate sheet when services are provided and are therefore subject to change.

PROFESSIONAL SERVICES

Classification	Hourly Rate
Principal	\$350.00
Senior Project Manager	270.00
Senior Design Manager	260.00
Project Manager	225.00
Design Manager	225.00
Professional Engineer	210.00
<ul style="list-style-type: none"> Civil Engineer Traffic Engineer Hydrology/Hydraulics Engineer Environmental Engineer Construction Engineer 	
Professional Land Surveyor	\$185.00
Professional Landscape Architect	175.00
Planner	170.00

TECHNICAL SERVICES

Classification	Hourly Rate
Senior Designer	\$170.00
Senior Technician	170.00
Designer	145.00
Technician	140.00
Administrative Assistant	120.00

FIELD SURVEY SERVICES

Classification	Hourly Rate
Survey Manager	\$165.00
One Man Survey Crew	170.00
Two Man Survey Crew	230.00
Three Man Survey Crew	290.00
3-D Laser Scanning Survey Crew	315.00
Unmanned Aircraft Crew	340.00

CONSTRUCTION SERVICES

Classification	Hourly Rate
Construction Manager	\$210.00
CEI Resident Engineer	180.00
Asphalt/Concrete Plant Manager	155.00
Senior Inspector	150.00
CEI Contract Specialist	140.00
Inspector	125.00

EXPENSES

Expenses (not limited) are not included in the service fees of this agreement unless specifically stated.

Travel:	Cost + 10%
Travel and subsistence expenses (Lodging, meals, mileage, etc.)	
Subcontracts:	Cost +
Sundries / Review/Submittal Fees:	Cost + 10%
Printing/reproductions:	Commercial Rates

Review/submittal fees over \$200 are to be paid by the client directly to the jurisdictional agency

PARTIES, SERVICES, ASSIGNMENT AND ENTIRE AGREEMENT - Ragan-Smith-Associates, LLC, as an independent consultant, agrees to provide consulting services to the Client for the Client's sole benefit and exclusive use. No third party beneficiaries are intended by this agreement. The ordering of services from RaganSmith constitutes acceptance of the terms and conditions set out in this Agreement. This Agreement may not be assigned by either party without prior written permission of the other party. This Agreement constitutes the entire understanding of RaganSmith and the Client and there are no other warranties or representation made other than as set forth herein and specifically within the Agreement.

STANDARD OF CARE - RaganSmith agrees to perform consulting services in accordance with the degree of care and skill ordinarily exercised by other reputable members of our profession under similar circumstances. No warranty expressed or implied is made or intended by this Agreement relating to the services provided by RaganSmith.

CONCEALED OR UNKNOWN CONDITIONS - If conditions are encountered at the site that are concealed or unknown, then RaganSmith will be entitled to an equitable adjustment in the contract sum or contract time or both.

OPINIONS OF COST - When requested by the Client, RaganSmith will use its best efforts, experience, and judgment to offer an opinion of estimated construction costs. Such opinions are based on available historical data and are intended to provide an estimate of cost. No warranty of the actual construction cost is expressed or implied.

SITE ACCESS - Client will grant or obtain free access to the site for all equipment and personnel necessary for RaganSmith to perform the services set forth in this Agreement. Client will notify any and all tenants or possessors of the project site that Client has granted RaganSmith free access to the site.

JOB SITE SAFETY - Client agrees that, in accordance with the generally accepted construction practice, the contractor will be solely and completely responsible for working conditions on the job site, including safety of all persons and property during the performance of the services, and with compliance with all OSHA regulations. Neither the professional activities of RaganSmith nor the presence of RaganSmith or its employees and sub-consultants on the job site shall relieve the General Contractor of its responsibilities.

INSURANCE - RaganSmith maintains insurance coverage including Workers' Compensation Insurance, Employer's Liability Insurance, Commercial General Liability Insurance, Automobile Liability Insurance and Professional Errors and Omission Insurance. Certificates of Insurance will be furnished upon request.

LIMITATION OF LIABILITY - In recognition of the relative risks and benefits of the project to both the Client and RaganSmith, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the total aggregate liability of RaganSmith and its sub-consultants to the Client for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, to \$100,000 or RaganSmith's total fee for services rendered on the project, whichever is greater. Such claims and causes include, but are not limited to, claims for negligence, professional errors or omissions, negligent misrepresentation, strict liability, breach of contract, breach of warranty.

WAIVER OF CONSEQUENTIAL DAMAGE - RaganSmith and Client waive their right to recover consequential damages against each other, and RaganSmith and Client do hereby release each other from consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages including damages resulting from the termination of this Agreement.

PAYMENT TERMS - Client will be invoiced once each month for services performed during the preceding period. The terms of this Agreement are not based upon Client's financing or loan terms. If payment is not received within thirty (30) days of the invoice date, the Client agrees to pay a service charge on the past due amount of one and one half percent (1 1/2%) per month compounded monthly. The Client additionally agrees to pay all attorney fees, collection fees, court and lien costs, and other such expenditures incurred to satisfy any unpaid balance. Non-payment of invoices may result in work stoppage or delay.

LIEN RIGHTS - The parties agree that the design services provided by RaganSmith under this Contract will improve the value of the real property, regardless of whether any physical improvements are made to the property in furtherance of RaganSmith's services, and the parties agree that RaganSmith will have lien rights in and to the property to the extent of the services provided by RaganSmith under this agreement regardless of whether any improvements are made to the property.

DISPUTE RESOLUTION/MEDIATION - In an effort to resolve any disputes that arise during or subsequent to the performance of services outlined in this Agreement, the Client and RaganSmith agree to submit all such disputes to mediation prior to the commencement of litigation.

TERMINATION - The Agreement may be only terminated for cause upon seven (7) days of written notice. In the event of termination, RaganSmith will be entitled to compensation for all services provided and expenses incurred up to and including the termination date.

OWNERSHIP AND USE OF DOCUMENTS - If, in the pursuit and accomplishment of this work, RaganSmith's work product exists in electronic or computerized format, or is transferred in electronic or computerized format (CADD), the stamp, seal and signature shall be original and will not be a computer-generated copy, photocopy, or facsimile transmission of the original. Any use or reuse of original or altered CADD data/information by Client, agents of Client, or other parties without the prior review and written approval of RaganSmith shall be at the sole risk of Client. Further, Client agrees to defend, indemnify, and hold harmless RaganSmith from all claims, injuries, damages, losses, expenses, and attorney's fees arising out of the unauthorized use, re-use, or modification of this data/information. All documents (drawings, plans, letters, notes, calculations, renderings, reports, models, specifications, exhibits and other documents) produced by RaganSmith are instruments of service and remain the property of RaganSmith and can only be used on the specific project for which they were produced. Any other use of the documents is strictly prohibited.

BILLING SERVICE AGREEMENT

This BILLING SERVICE AGREEMENT ("Agreement"), dated July 1, 2025 ("Effective Date") between **DIGITECH COMPUTER LLC ("DIGITECH")** maintaining its principal place of business at 480 Bedford Road, Suite C-202, Chappaqua, NY 10514 and **ANDERSON COUNTY, TN ("CLIENT")** maintaining its principal place of business at 314 Public Safety Lane, Clinton, TN 37716.

WITNESSETH:

The parties hereby agree as follows:

I. SERVICES

- A. DIGITECH will provide CLIENT the services ("Services") specified in Sections I, II and III of Rider A.

II. PAYMENT

- A. CLIENT agrees to compensate DIGITECH for the Services as described in Rider A, as applicable.
- B. DIGITECH shall invoice CLIENT based upon the invoicing information provided by CLIENT in Rider A-1.
- C. All payments will be due within thirty (30) days of receipt of DIGITECH's invoice.
- D. In the event an invoice is disputed in good faith, CLIENT is entitled to withhold only that part of the invoice that is in dispute. If an invoice is in dispute, the parties agree to consult in good faith to resolve any disputes regarding the invoice.
- E. If the uncontested invoice or uncontested portion of an invoice remains unpaid thirty (30) days from the invoice date, DIGITECH, at its option, may elect to suspend its Services under this Agreement upon fifteen (15) days prior written notice to CLIENT or terminate this contract upon thirty (30) days prior written notice to CLIENT.

III. CONFIDENTIALITY

- A. With regard to CLIENT's Protected Health Information ("PHI"), DIGITECH will perform the Services hereunder in accordance with the HIPAA Business Associate Agreement set forth in Rider B and applicable law.
- B. DIGITECH acknowledges and agrees that any and all information and material supplied by CLIENT to DIGITECH hereunder shall remain the property of CLIENT.

DIGITECH will not make copies of such information or material, except to the extent necessary to perform the Services under this Agreement. DIGITECH, its employees, agents, assigns, subcontractors and successors shall keep strictly confidential all information designated by CLIENT as "confidential".

- C. CLIENT acknowledges and agrees that the software, and all other systems and documentation, including training materials, related to the provision of Services hereunder, are DIGITECH's confidential proprietary information, and CLIENT agrees that it will disclose such material only to those of its employees and agents who have a need to know, that it will use such material only in connection with the Services hereunder, and that it will take all reasonable precautions to prevent the disclosure of such confidential information to, or use by, any other party. CLIENT acknowledges and agrees that all software and documentation developed by DIGITECH for CLIENT using CLIENT's specifications, or DIGITECH's specifications, or a combination of both, will remain DIGITECH's confidential proprietary property, unless the parties have otherwise agreed in writing.
- D. CLIENT will not be obligated to provide DIGITECH with any information, which by law or its own policy may not be provided to DIGITECH. Upon any termination of this Agreement, PHI will be treated as set forth in Rider B and applicable law.
- E. Each party agrees that during the term of this Agreement, and for a period of one year thereafter, it shall not hire or retain, as an employee or otherwise, any of the other party's employees, unless the parties have otherwise agreed in writing.

IV. TERM, TERMINATION AND RENEWAL

- A. The term ("Term") of this Agreement shall comprise of a FIVE (5) year claim processing period commencing on the Effective Date plus an option to renew for an additional FIVE (5) years, which option may be exercised by CLIENT at any time. DIGITECH will be entitled to its fees as described in Rider A for all collections for transports with dates of service from the Effective Date through those transports with dates of service prior to the end of the Term.
- B. ~~Provided that this Agreement has not been terminated, at the end of the Term described in IV(A), this contract will automatically renew for successive one-year renewal periods, extending the Term, unless either party notifies the other party, in writing, at least ninety (90) days before the end of the then current term that it elects to cancel this Agreement.~~ DIGITECH, at its option, may send a ~~renewal~~ notice to CLIENT one hundred and twenty (120) days prior to the end of the then current term stipulating new pricing for the next ~~renewal~~ period. If CLIENT does not agree in writing to the new pricing within thirty (30) days ~~of the date of the renewal notice~~, then this Agreement shall be deemed terminated at the end of the then current

No auto
renewal.
JB

term.

- C. Except as otherwise provided in the Business Associate Agreement regarding a basis for termination for violation of the obligations of the Business Associate Agreement, either party may, upon thirty (30) days written notice, via certified mail, identifying specifically the basis for such notice, terminate this agreement for breach of a material term or condition of this Agreement, provided that the party in breach shall not have cured such breach, or taken substantial steps toward curing such breach, within the thirty (30) day period of being notified in writing, via certified mail, of the breach. This paragraph does not apply to nonpayment, which is addressed in paragraph II (E) above.
- D. Notwithstanding anything to the contrary in this Agreement, either party may immediately terminate this Agreement upon five (5) days prior written notice in the event:
 - 1. The other party becomes insolvent, bankrupt, files a voluntary petition in bankruptcy, makes an assignment for the benefit of creditors, or consents to appointment of a trustee or receiver, or has an involuntary petition of bankruptcy filed against it; or
 - 2. The legal authority of the other party to operate its facility or provide services as required hereunder is suspended or terminated; or
 - 3. A party hereto is excluded from participation in any state and/or federal health care program; or
 - 4. The Business Associate Agreement between DIGITECH and CLIENT is terminated.
- E. Upon the expiration (by non-renewal or otherwise) or termination of this Agreement, the parties shall proceed in accordance with Section XI – Transition Following Termination or Expiration below.
- F. Either party may terminate this Agreement, without cause, with 120 days prior written notice.
- G. If CLIENT terminates early, CLIENT shall reimburse DIGITECH for the unamortized cost of any hardware purchased by DIGITECH for CLIENT.

V. INDEMNITY AND LIABILITY

- A. Each party to this Agreement shall indemnify and hold harmless the other party and its agents, employees and subcontractors (“Indemnified Party”) from and

against losses, liability, fines, suits, demands, ~~arbitration fees~~, damages and expenses (including reasonable attorney's fees) due to claims made by third parties against an Indemnified Party arising from any act, omission, misrepresentation, fraud, violation of any law, breach of confidentiality, breach of the Business Associate Agreement, intellectual property violation, or any willful, wanton, reckless, or grossly negligent act committed by the defaulting party, or its agents, employees and subcontractors. Notwithstanding the foregoing, the defaulting party's liability shall be limited as set forth below in paragraphs V(B) through (J). ^{no} *arbitration* ₃₀

- B. To the extent permitted by law, DIGITECH's liability shall be limited to amounts paid by DIGITECH's errors and omissions insurance policy, excluding any applicable deductible or retention under that policy, for which DIGITECH shall remain liable. DIGITECH agrees to maintain no less than \$3,000,000 in errors and omissions insurance covering the performance of its duties set forth herein for the duration of this Agreement. Except as covered by insurance, in no event shall either party be liable to the other for any loss in profits, or for any special, incidental, indirect, consequential or other similar damages (but excluding penalties and fines) suffered in whole, or in part, in connection with this Agreement, even if a party or its agents have been advised of the possibility of such damages. Except as covered by insurance, in no event shall either party be liable for any delay or failure of performance that is due to causes or conditions beyond that party's reasonable control (this clause does not apply to CLIENT's payment obligations).
- C. Both DIGITECH and CLIENT are independent contractors. Neither party, by virtue of this Agreement, assumes any liability for any debts or obligations of either a financial or legal nature incurred by the other party, except as set forth herein.
- D. CLIENT specifically agrees that it is responsible to repay any overpayments, denials, recoupments and/or offsets, including interest, penalties and other fees, sought, demanded or initiated by any governmental or commercial carrier, payer or insurer in the event it is determined that CLIENT is not entitled to payment for its services rendered, or if any such carrier, payer or insurer determines that CLIENT has been paid any amounts in excess of what is otherwise due and payable under the terms of the applicable governmental or commercial benefit program or insurance policy. Except to the extent covered by insurance (including payment of deductible), DIGITECH's liability regarding any such bill or claim will not exceed the fee paid to DIGITECH to process such item.
- E. DIGITECH will not be liable in the event of a recoupment caused by a change in federal or state regulations, a change in the interpretation of federal or state regulations, a refund caused by an EMS crew member's or CLIENT's expired license or certification, or if DIGITECH is directed by the CLIENT to bill against DIGITECH's

advice and an audit determines that a Claim should not have been billed. CLIENT will not be entitled to any refund or credit of any fee paid to DIGITECH, and DIGITECH will have no liability whatsoever in the event of such recoupment.

- F. In the event that an internal or external audit of paid claims determines that there was an overpayment for which DIGITECH collected a fee based on claims given a disputed level of service and/or inaccurate rates, DIGITECH will issue a credit to CLIENT for an amount equal to the DIGITECH fee earned on the amount overpaid and returned. Except as set forth above, the credit will be capped at the amount of the fee paid to DIGITECH for each adjusted claim.
- G. In the event that the CLIENT receives a duplicate payment or overpayment and must refund the payer (e.g., the insurance company paid the same invoice twice, or the insurance company and patient paid the same claim, or two different insurance companies paid the same claim), DIGITECH will give the CLIENT a credit in an amount equal to the portion of DIGITECH's fee that applies to the duplicate payment or overpayment after CLIENT has refunded the payer.
- H. CLIENT acknowledges that DIGITECH is not a guarantor of collection, and that it shall not be responsible for any uncollected bills. CLIENT may subcontract with any third party to follow up regarding accounts that DIGITECH deems uncollectible after attempting to collect pursuant to the terms of this Agreement and Rider A.
- I. CLIENT acknowledges that DIGITECH is not a debt collector. CLIENT shall indemnify, defend, and hold DIGITECH harmless from any and all costs and damages, including attorneys' fees, resulting from (i) any violations of the Federal Debt Collections Practices Act (FDCPA), (ii) any violations of state level debt collection legislation, and (iii) violations caused by CLIENT's failure to identify a claim as a workers' compensation claim.
- J. The rights and remedies in this Section constitute the exclusive rights and remedies of the parties with respect to matters identified under this Section.

VI. EXCLUSIVITY

- A. CLIENT agrees that all billing Services outlined herein will be performed by DIGITECH exclusively during the term of this Agreement and for the claims covered by the winding down period described in Section XI (the "Winding Down Period"), and any extensions or renewals thereof.

VII. COMPLIANCE

- A. DIGITECH warrants and represents that it maintains adherence to the Office of Inspector General of the Department of Health and Human Services Compliance

Program Guidance for billing companies as published in the Federal Register, by the DHHS or OIG in other publications or by the Medicare Administrative Contractor for CLIENT's service area, including verification that no one on DIGITECH's staff is excluded from participation in any state and/or federal health care program.

- B. DIGITECH agrees to comply with all applicable federal and state laws, including "anti-kickback," "excessive charges," and other regulations relevant to this Agreement.
- C. CLIENT represents and warrants that it is not excluded from participation in any state and/or federal health care programs. CLIENT further agrees that they shall be responsible for verifying that none of CLIENT's employees are excluded from participation in any state and/or federal health care program and that every EMS crew member's license and certification are current and valid. CLIENT agrees to notify DIGITECH within five (5) business days of CLIENT's discovery that it is the subject of any actions, investigations or other proceedings that could lead to its exclusion from any state and/or federal health care programs.
- D. CLIENT warrants that it will not send DIGITECH any trips provided by any excluded or improperly credentialed individuals.
- E. DIGITECH warrants that it will not utilize any excluded individuals to perform any work on any of CLIENT's claims.
- F. CLIENT represents and warrants that it is permitted by law to charge a fee and/or otherwise bill and be paid for its services, and that all fees and charges of CLIENT are solely determined by CLIENT, and are consistent with CLIENT's legal obligations under any local, state and/or federal laws.
- G. CLIENT represents and warrants that it shall submit only truthful and accurate facts and documentation to DIGITECH for billing purposes. CLIENT is hereby advised that DIGITECH shall rely upon the documentation and factual representations made to it by CLIENT regarding the eligibility of the services rendered for payment according to applicable reimbursement laws, rules or policies.

VIII. INSURANCE

- A. During the term of this Agreement, DIGITECH shall maintain the following insurance coverages/policies:
 - 1. General liability insurance coverage (which shall include Premises and Operations, Contractual Liability, Independent Contractor's Liability, and Broad

Form Property Damage Liability coverage) with limits no less than \$1M per occurrence and \$2M in the aggregate;

2. Errors and omissions insurance coverage with limits of no less than \$3,000,000 per occurrence and in the aggregate;
 3. Cybersecurity coverage with limits of no less than \$5,000,000 per occurrence and in the aggregate;
 4. Employee dishonesty and crime with limits of no less than \$1,000,000 per occurrence and in the aggregate; and
 5. Workers comp with limits of no less than the statutory limits.
- B. Upon request, DIGITECH shall provide a Certificate of Insurance evidencing such coverage(s) to CLIENT.

IX. NOTICES

- A. All notices or other communications required or contemplated herein shall be in writing, sent by certified mail return-receipt-requested, overnight delivery, or personal delivery, addressed to the party at the address indicated below, or as same may be changed from time to time by notice similarly given, with copies sent by email. Notices shall be deemed given three (3) business days after mailing, if by certified mail, the next business day, if by overnight delivery, or, if hand delivered, on the date of such delivery.

If to DIGITECH:

Walter C. Pickett II
Chief Executive Officer
Digitech Computer LLC
480 Bedford Road, Suite C-202
Chappaqua, NY 10514
Email: contracts@digitechcomputer.com

If to CLIENT:

Nathan Sweet, B.S., EMTP
Director, Anderson County EMS
314 Public Safety Lane
Clinton, TN 37716
Email: nsweet@andersonems.com

X. CLIENT RESPONSIBILITIES

- A. CLIENT agrees to provide DIGITECH all information required to perform the Services. Furthermore, CLIENT agrees to deliver said information by automated field data:

Automated Field Data Collection

CLIENT'S ePCR vendor shall:

- a) Produce a daily billing file in the standard NEMSIS XML file format. The daily billing file will be one file containing all claims approved for billing since the last daily billing file;
- b) Include all data elements in the daily billing file required for billing. This includes, but is not limited to date of service, signature information (both a signature signal & image instructions), unique ID per transport, unique ID per transport agency, and whether or not a claim is a potential workers compensation claim.
- c) Produce and provide a PDF copy of the PCR for each call included in the NEMSIS XML file. The PDF must be named with the unique ID of the call.
- d) Automatically push the daily billing files via SFTP to DIGITECH's FTP server; Mutually agree on custom data elements with both CLIENT and DIGITECH for items such as treatments, supplies, etc. Depending on the nature of the custom data elements, DIGITECH may require additional fees prior to creating such customization. If the parties cannot agree on the amount of the additional fees, DIGITECH shall have no obligation to provide such custom data elements.
- e) Allow DIGITECH employees to login to secure website to:
 - (1) Manually produce a billing file based on the same billable claim criterion used to produce the daily billing file;
 - (2) Easily look up transports by a unique ID, Date of Service and Patient Name;
 - (3) View details of transport including additional documentation such as PCS, Hospital Face Sheet, etc.
- f) Provide a method for DIGITECH to produce a Reconciliation Report. The report will:
 - (1) Be an Excel spreadsheet;
 - (2) Include all billable claims for the specified date of service date range
 - (3) Include columns for Unique Transport ID, Patient Name, Date of Service
- g) Work with DIGITECH to produce a seamless transport look up integration between DIGITECH's Ambulance Commander System and the ePCR System.
- h) CLIENT or CLIENT's ePCR vendor shall pay all third party costs incurred to purchase, support, integrate and maintain the CLIENT's field data collection

system

- B. CLIENT agrees to provide copies of all remittances or electronic remittance files necessary for posting by DIGITECH within four (4) business days of receipt of remittance(s). DIGITECH requires the original, unaltered or "raw" electronic payer file that is produced by the payer. DIGITECH will not accept files which have been modified by any non-payer party. DIGITECH will not accept paper remittances in lieu of electronic remittances. CLIENT agrees to pay charges incurred to convert a payer file back to its original, unaltered or "raw" state.
- C. In cases where DIGITECH has verified payment, but CLIENT cannot provide remittance advice, DIGITECH will provide such listing to CLIENT and CLIENT agrees to allow DIGITECH to apply such payments. CLIENT agrees that the application of such payments by DIGITECH will entitle DIGITECH to earn the fees described in Rider A, Section IV.
- D. CLIENT agrees to pay for all fees associated with the establishment and maintenance of a CLIENT controlled cash receipt/check bank lock box and deposit account.
- E. CLIENT agrees to pay for all credit card transaction fees.
- F. CLIENT agrees to establish and maintain a broadband or high-speed internet connection from its place of business to the Internet. CLIENT shall maintain a bandwidth of at least 1MB free for every 5 active users.
- G. CLIENT agrees to complete and submit all Registration/Change of Information Applications with the insurance processors, including, but not limited to Medicare, Medicaid and Blue Cross Blue Shield. DIGITECH shall confirm receipt of applications and continue follow-up with insurance processors until final approval where possible. DIGITECH will inform CLIENT if the CLIENT's intervention is required by processor.
- H. CLIENT agrees to authorize DIGITECH to execute and submit all Registration/Change of Information Applications with the insurance processors, including, but not limited to Medicare, Medicaid and Blue Cross/Blue Shield, where necessary.
- I. CLIENT agrees to pay for any enrollment or revalidation fees imposed by payers.
- J. Where possible, CLIENT agrees to flag non-billable claims prior to submission to DIGITECH for procedure coding.
- K. CLIENT agrees to email DIGITECH cash posting manager with EFT/ACH amounts

deposited and deposit dates for each payer paying via EFT/ACH on a daily basis.

- L. CLIENT acknowledges and accepts that it is responsible for acquiring any and all Physician Certification Statements (PCS) and prior authorizations required for non-emergency transports.

XI. TRANSITION

- A. In the event this Agreement terminates or expires under the provisions described in Section IV of this Agreement, the following four phases shall occur (during the Winding Down Period, DIGITECH will only perform the services outlined in this Section):
 - 1. **Phase I** - DIGITECH shall continue with services until the Termination Date. The "Termination Date" shall be defined as the last date of service/transport that DIGITECH shall be responsible for processing.
 - 2. **Phase II** – DIGITECH shall cease all processing including the collection services described in Rider A, Section II above, sixty (60) days from the Termination Date. For greater clarity, DIGITECH shall cease importing new claims with dates of service after the Termination Date, but for sixty (60) days after the Termination Date, DIGITECH shall continue processing claims with dates of service prior to the Termination Date.
 - 3. **Phase III** – Upon the conclusion of Phase II, DIGITECH shall cease all claim processing and collections. For an additional sixty (60) days, CLIENT will continue to provide DIGITECH with remittance advice or cash receipt data, as described in Section X.B., for all deposits within this 120 day Winding Down Period, and shall pay to DIGITECH its fees on these receipts pursuant to Section IV of Rider A. DIGITECH will be entitled to all fees for its Services for the full 120 days of deposits after the Termination Date for which CLIENT receives remittances. Should the parties agree in writing to extend the Winding Down Period, DIGITECH shall be entitled to all fees for its Services for the entire time that the Winding Down Period is extended.
 - 4. **Phase IV** - Subsequent to the conclusion of Phase III and the Winding Down Period, DIGITECH will provide client with its data in SQL format once DIGITECH has been fully paid for services rendered.
 - 5. Upon expiration or termination of this Agreement, all additional services under Sections V and VI of Rider A shall cease, unless the parties agree in writing to extend the term of such services to include the Winding Down Period.

6. Upon termination or expiration of this Agreement, DIGITECH agrees to reasonably cooperate with CLIENT in transitioning from DIGITECH to another service provider of CLIENT's choosing.
7. At the expiration of the Winding Down Period, CLIENT shall cease using all of DIGITECH'S materials and products, including training manuals. CLIENT shall either return all materials to DIGITECH or delete such materials.

XII. MODIFICATION; GOVERNING LAW; ARBITRATION; ENTIRE AGREEMENT; FURTHER ASSURANCES; SEVERABILITY; WAIVER; AUTHORITY; SUCCESSORS AND ASSIGNS

- A. This Agreement may be supplemented, amended or modified only by the mutual agreement of the parties. No waiver, supplement, amendment or modification of any provision of this Agreement shall be binding unless it is in writing and signed by all parties.
- B. This Agreement shall be governed by the laws of the State of New York without giving effect to any choice of law or conflicts of laws, rules or provisions.
- C. ~~The parties agree that any claim or dispute between them, whether related to this Agreement or otherwise, including the validity of this arbitration clause, shall be resolved by binding arbitration by the American Arbitration Association ("AAA"), under the AAA arbitration rules then in effect, before one (1) arbitrator in Westchester County, New York State. Any award of the arbitrator may be entered as a judgment in any court of competent jurisdiction. Either party may commence such arbitration upon no less than thirty (30) days written notice to the other.~~
- D. This Agreement, including the attached rider(s) and exhibit(s), contains the entire agreement between the parties relating to this transaction and supersedes all previous understandings and agreements between the parties relating to this subject matter. Each party acknowledges that it has not relied on any representation, warranty, or other assurance made by, or on behalf of, the other party, except as expressly set forth herein.
- E. From time to time, each party will execute and deliver such further instruments, and will take such other action as the other party may reasonably request, in order to discharge and perform its respective obligations and agreements hereunder.
- F. Any provision of this Agreement prohibited by applicable law will be ineffective to the extent of such prohibition without invalidating the remaining provisions hereof.
- G. This Agreement may be the basis for an Interlocal or Cooperative Procurement

No
arbitration
JB

Agreement. In the event that this Agreement is the basis for an Interlocal or Cooperative Procurement, the fees paid by the CLIENT described herein shall not change for the CLIENT; however, the fees to be paid by another agency shall be modified so that Digitech may project payment by the other agency of at least \$15 per service/transport based on the other agency's service/transport volume and payor mix.

- H. The failure of either party to require strict performance of any provision will not diminish that party's right thereafter to require strict performance of any provision.
- I. The signatories below have the authority to sign on behalf of the respective parties.
- J. This Agreement shall be binding on, and will inure to the benefit of, the parties hereto and their respective successors and assigns.
- K. This Agreement, and the duties and obligations placed on the parties, may not be assigned, except with the express written consent of the other party.
- L. This Agreement and any related documents or amendments may be signed via electronic signature software, scanned signatures, and/or in ink, all of which shall be binding and enforceable.

The parties hereto have executed this Agreement on the day and year first above written.

ANDERSON COUNTY, TN

DIGITECH COMPUTER LLC

By: _____

By: _____

Name: _____

Name: WALTER C. PICKETT II

Title: _____

Title: CHIEF EXECUTIVE OFFICER

Date: _____

Date: _____

RIDER A
DESCRIPTION OF SERVICES, FEES AND CLIENT RESPONSIBILITIES

This Rider is a part of the Agreement between **DIGITECH COMPUTER LLC ("DIGITECH")** and **ANDERSON COUNTY, TN ("CLIENT")**.

I. BILLING SERVICES

A. DIGITECH shall provide the following billing and collection services which are contingent upon CLIENT fulfilling the responsibilities outlined in Section X of the Agreement:

1. DIGITECH shall perform Patient Care Report ("PCR") processing including:
 - a) Review client-prepared PCR'S for content, level of service and diagnosis;
 - b) Procedure Coding; and
 - c) Eligibility and Insurance Research and Verification.
2. DIGITECH shall perform billing as follows:
 - a) Electronic Invoicing
 - (1) Medicare;
 - (2) Commercial Insurance; and
 - (3) Medicaid (billed weekly).
 - (b) Paper Invoicing
 - (1) CMS-1500 for Commercial Insurance;
 - (2) Self-Pay;
 - (3) Facility (where applicable); and
 - (4) CMS-1500 for Medicaid (where applicable).

II. COLLECTION SERVICES

A. DIGITECH will provide the following collection services covering the following types of providers:

1. Facility
 - a) Submit a maximum of 3 invoices/notices, at 30 day intervals;
and
 - b) Perform follow up as needed, in DIGITECH's discretion.
2. Patient or Self Pay
 - a) Mail a maximum of 3 invoices/notices, at 30 day intervals;
 - b) Make a maximum of 2 follow-up calls; and
 - c) Recommend to CLIENT amounts to be placed in legal proceeding upon the earlier of DIGITECH'S determination that the amount is uncollectible or 120 days from the first invoice date.

3. Insurance
 - a) Submit a maximum of 3 invoices/notices, at 45 day intervals;
 - b) Perform follow up as needed, per DIGITECH's discretion; and
 - c) File appeals upon notice of denial, where applicable.
 4. Medicaid
 - a) Process denials;
 - b) Follow-up on pending Claims; and
 - c) Resubmissions.
 5. Medicare
 - a) Process denials;
 - b) Follow-up on pending Claims; and
 - c) Resubmissions.
 6. Claims resolution and appeals
 7. Remittance Posting
 8. Resubmission of denials, pending and held items
 9. Interfacing with carriers on behalf of CLIENT
 10. All payments received by payers for CLIENT shall be deposited into one or more bank accounts controlled by CLIENT, pursuant to CLIENT's written instructions.
- B. DIGITECH will interface with CLIENT's collection agency as follows:
1. Create and download one collection file per month using the industry standard XML collection file format; and
 2. In the event CLIENT'S collection agency requires a format that differs from DIGITECH's standard XML format or requires more than one file submission per month, DIGITECH reserves the right to charge CLIENT additional fees as necessary. DIGITECH will not commence any such additional work without CLIENT'S written approval.
 3. DIGITECH reserves the right to withdraw claims from collections if payment is received within 10 business days of sending the claim to collections.

III. REPORTING SERVICES

- A. DIGITECH will grant CLIENT access to its billing services reporting system. Such reporting includes but is not limited to, Master Files, Receivable Tracking, Receivable Reporting, Financial Scorecard and System Reporting.
- B. DIGITECH shall send to CLIENT, via email, its standard monthly reporting package which shall include:
 - 1. Accounting Reports
 - a) Sales original, sales payer re-class, adjustments, cash and aged accounts receivable (accounts receivable roll forward for general ledger entry); and
 - 2. Transport Reports
 - a) Per Trip Data and Collection Percentages.

IV. FEES/BILLING, COLLECTION AND REPORTING SERVICES

- A. DIGITECH will charge a fee for the Services described above as follows:

CLIENT shall pay to DIGITECH a fee equal to 4.5% of net monthly EMS billing collections.

CLIENT shall pay to DIGITECH its collection fee as set forth in this Section IV on all payments received by CLIENT on any claim processed by DIGITECH, including but not limited to revenue received by CLIENT related to any State administered Ambulance Services Supplemental Payment Program. Said payment shall be in addition to any other fees CLIENT is obligated to pay to any other entity or subcontractor to analyze and report costs that will help CLIENT realize said revenue.

Notwithstanding the foregoing, DIGITECH acknowledges that claims for which DIGITECH provided no processing services and that have been processed prior to the go-live date may be assigned by CLIENT to other third party collectors and that DIGITECH has no interest in or responsibility for such claims.

Provided that CLIENT's ePCR system can provide a standard NEMSIS file extract, DIGITECH shall provide an interface from CLIENT's existing ePCR system to DIGITECH's billing software at no charge to CLIENT. Note that in the event CLIENT's ePCR vendor charges DIGITECH for any aspect of the ePCR interface, Digitech will pass through such charges to CLIENT.

Pricing is based on the accuracy of the transport and billing data provided by the CLIENT during the RFP process. Should the data provided to DIGITECH prove to be in error, DIGITECH reserves the right to renegotiate or exit the contract,

provided DIGITECH gives CLIENT a 45 day notice of termination.

Note: DIGITECH's fee in Section IV(A) above does not include the processing of claims in which the CLIENT has a contractual obligation to transport and not bill (and are therefore uncollectible), such as financial hardship cases and prisoner transports. In addition, DIGITECH's fee does not cover non-ambulance transports such as ambulette, wheelchair, and medivan transports. Such additional fees will be negotiated per Rider A, Section V – Fees/Other below.

- B. The DIGITECH fees do not cover costs or additional fees associated with the placement of delinquent accounts with a third party collection agency. Any fees earned by third party collection agencies from the collection or settlement of past due accounts placed with such agency shall be the responsibility of the CLIENT.

V. FEES/OTHER

- A. Fees for the processing and/or collection of claims not covered by this Agreement shall be negotiated on a case-by-case basis. Such claims may include, but are not limited to, claims with dates of service not covered by this Agreement, non-ambulance claims, non-billable claims and claims where critical processing information may be available at an unreasonable cost.
- B. Time expended by DIGITECH, on behalf of CLIENT, to cover services not covered by this Agreement or tasks that fall under the responsibility of the CLIENT shall be billed at a rate to be negotiated, per clerk. Such services include, but are not limited to, data entry, scanning and call taking/input. No fees may be charged unless they are preapproved by the CLIENT, in writing, before performed.
- C. Time expended by DIGITECH programming staff on behalf of CLIENT, to cover programming changes or additions not covered by this Agreement shall be billed at the then current hourly rate for the resources requirement.
- D. Provision of services not specifically set forth in this Agreement, including but not limited to significant assistance with reporting, reporting projects, projections, interfacing or working with separate entities that are part of or affiliated with Client's organization, shall be subject to a separate compensation agreement covering such additional services. The parties agree to act in good faith to draft mutually acceptable terms of service.
- E. DIGITECH may require a work order prior to the provision of such services.

The parties hereto have executed this Rider on the day and year first above written on the Agreement.

ANDERSON COUNTY, TN

DIGITECH COMPUTER LLC

By: _____

By: _____

Name: _____

Name: WALTER C. PICKETT II

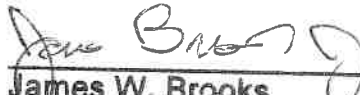
Title: _____

Title: CHIEF EXECUTIVE OFFICER

Date: _____

Date: _____

APPROVED AS TO LEGAL FORM

 06-25-2025
James W. Brooks
Anderson County Law Director

RIDER A-1
CLIENT INVOICING INFORMATION

Mailing Address:	314 Public Safety Lane, Clinton, TN 37716
Email Address (General):	nsweet@andersonems.com
Email Address (Invoicing):	
A/P Contact Name:	
A/P Contact Phone Number:	
Tax ID:	

RIDER B
BUSINESS ASSOCIATE AGREEMENT

THIS BUSINESS ASSOCIATE AGREEMENT ("Agreement"), is made and entered into by and between **ANDERSON COUNTY, TN ("Covered Entity")** and **DIGITECH COMPUTER LLC ("Business Associate")**. This Agreement shall form a part of all agreements and other engagements as are currently in effect between the parties under which Protected Health Information ("PHI") (as defined in Article 1 of this Agreement) is provided, created or received by Business Associate from or on behalf of Covered Entity, and shall supersede and replace any business associate agreement or amendment previously entered into between Covered Entity and Business Associate in accordance with the requirements of HIPAA (as defined below) and/or the HITECH Act (as defined below). This Agreement is effective as of the effective date of the Billing Service Agreement (the "Effective Date").

RECITALS

WHEREAS, in connection with the performance of their respective obligations under the terms of the Billing Service Agreement, Covered Entity may disclose certain information to Business Associate, and Business Associate may use and/or disclose certain information, some of which may constitute PHI; and

WHEREAS, Covered Entity and Business Associate intend to protect the privacy and provide for the security of PHI disclosed to, or created, utilized or disclosed by, Business Associate pursuant to the Billing Service Agreement in compliance with the Health Insurance Portability and Accountability Act of 1996, and its implementing regulations and guidance issued by the Secretary of the U.S. Department of Health and Human Services (the "Secretary"), all as amended from time to time ("HIPAA"), as well as the requirements of the Health Information Technology for Economic and Clinical Health Act, as incorporated in the American Recovery and Reinvestment Act of 2009, and its implementing regulations and guidance issued by the Secretary, all as amended from time to time (the "HITECH Act"), and other applicable laws;

The parties do hereby agree as follows:

Article 1: Definitions

- 1.1** **Definitions.** For the purposes of this Agreement, the following defined terms shall have the following definitions. All capitalized terms used in this Agreement but not otherwise defined herein shall have the meaning given in HIPAA or the HITECH Act, as applicable.

- (a) **“Breach”** has the meaning given to such term under HIPAA and the HITECH Act, including, but not limited to, at § 13400(1) of the HITECH Act and 45 CFR § 164.402.
- (b) **“Data Aggregation”** has the meaning given to such term under the Privacy Standards (as defined below), including, but not limited to, at 45 CFR § 164.501.
- (c) **“Designated Record Set”** has the meaning given to such term under the Privacy Standards, including, but not limited to, at 45 CFR § 164.501.
- (d) **“Health Care Operations”** has the meaning given to such term under the Privacy Standards, including, but not limited to, at 45 CFR § 164.501.
- (e) **“Limited Data Set”** has the meaning given to such term under the Privacy Standards, including, but not limited to, at 45 CFR § 164.514.
- (f) **“Privacy Standards”** means the HIPAA Privacy Rule and HIPAA Security Rule codified at 45 CFR Parts 160, 162 and 164.
- (g) **“Protected Health Information” or “PHI”** has the meaning given to such term under HIPAA, the HITECH Act, and the Privacy Standards, including, but not limited to, at 45 CFR § 160.103.
- (h) **“Unsecured Protected Health Information”** has the meaning given to such term under HIPAA and the HITECH Act, including, but not limited to, at § 13402(h) of the HITECH Act and 45 CFR §164.402.

Article 2: Duties of Business Associate

- 2.1 Compliance with Privacy Provisions.** Business Associate shall only use and disclose PHI in performance of its obligations under the Billing Service Agreement and as permitted or required by law. Business Associate agrees to be in compliance with each applicable requirement of 45 CFR § 164.504(e) and all requirements of the HITECH Act applicable to Business Associate.
- 2.2 Compliance with Security Provisions.** Business Associate shall: (a) implement and maintain administrative safeguards as required by 45 CFR § 164.308, physical safeguards as required by 45 CFR § 164.310 and technical safeguards as required by 45 CFR § 164.312; (b) implement and document reasonable and appropriate policies and procedures as required by 45 CFR § 164.316; (c) use its best efforts to implement and maintain technologies and methodologies that render PHI unusable, unreadable or indecipherable to unauthorized individuals as specified in the HITECH Act; and (d)

be in compliance with all requirements of the HITECH Act related to security and applicable to Business Associate.

2.3 Breach of Unsecured PHI.

- (a) With respect to any suspected or actual unauthorized acquisition, access, use or disclosure ("Acquisition") of Covered Entity's PHI by Business Associate, its agents or subcontractors, and/or any Acquisition of data in violation of any applicable federal or state law, Business Associate shall (i) investigate such Acquisition; (ii) determine whether such Acquisition constitutes a reportable Breach under HIPAA, the HITECH Act, and/or applicable federal or state law ; (iii) document and retain its findings under clauses (i) and (ii); and (iv) take any action pertaining to such Acquisition required by applicable federal or state law.
- (b) If Business Associate discovers that a Breach has occurred, Business Associate shall notify Covered Entity in writing without unreasonable delay and in no case later than five (5) days after discovery of the Breach. Business Associate's written notice shall include all available information required by 45 CFR § 164.410 and other applicable law. Business Associate's written report shall be promptly supplemented with any new or additional information. Business Associate agrees to cooperate with Covered Entity in meeting Covered Entity's obligations under the HITECH Act and other applicable law with respect to such Breach. Covered Entity shall have sole control over the timing and method of providing notification of such Breach to the affected individual(s) or others as required by the HITECH Act and other applicable law.

2.4 Permitted Uses of PHI. Satisfactory performance of its obligations under the Billing Service Agreement by Business Associate may require Business Associate to receive or use PHI obtained from Covered Entity, or created or received by Business Associate on behalf of Covered Entity; provided, however, that Business Associate shall not use PHI other than for the purpose of performing Business Associate's obligations under the Billing Service Agreement (including this Agreement), as permitted or required under the Billing Service Agreement (including this Agreement), or as required by law. Business Associate shall not use PHI in any manner that would constitute a violation of HIPAA if so used by Covered Entity.

2.5 Permitted Disclosures of PHI. Business Associate shall not disclose PHI other than for the purpose of performing Business Associate's obligations under the Billing Service Agreement (including this Agreement), as permitted or required under the Billing Service Agreement (including this Agreement), or as required by law. Business Associate shall not disclose PHI in any manner that would constitute a violation of HIPAA if so disclosed by Covered Entity. To the extent that Business Associate

discloses PHI to a third party in carrying out its obligations under the Billing Service Agreement, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from such third party that such PHI will be held confidential as provided pursuant to this Agreement and only disclosed as required by law or for the purposes for which it was disclosed to such third party, and (ii) an agreement from such third party to immediately notify Business Associate of any breaches of confidentiality of the PHI, to the extent the third party has obtained knowledge of such breach.

- 2.6 Minimum Necessary.** Business Associate shall limit its use, disclosure or request of PHI to only the minimum necessary as required by law.
- 2.7 Retention of PHI.** Unless otherwise specified in the Billing Service Agreement, Business Associate shall maintain and retain PHI for the term of the Billing Service Agreement, and make such PHI available to Covered Entity as set forth in this Agreement.
- 2.8 Safeguarding PHI.** Business Associate shall use appropriate safeguards to prevent the use or disclosure of PHI other than as permitted by the Billing Service Agreement and this Agreement. Business Associate will appropriately safeguard electronic PHI in accordance with the standards specified at 45 CFR § 164.314(a). In particular, Business Associate will implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of electronic PHI that it creates, receives, maintains or transmits on behalf of Covered Entity.
- 2.9 Agents and Subcontractors.** Business Associate shall ensure that any agents (including subcontractors) of Business Associate to whom Business Associate provides PHI received from Covered Entity, or PHI created or received by Business Associate on behalf of Covered Entity, agree in writing to the same restrictions and conditions that apply to Business Associate with respect to such PHI, including the requirement to implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of PHI. Business Associate shall implement appropriate sanctions against agents and subcontractors that violate such restrictions and conditions, including termination of the agency or subcontractor relationship, if feasible, and shall mitigate the effects of any such violations.
- 2.10 Reporting Unauthorized Use or Disclosure.** Business Associate shall report in writing to Covered Entity any use or disclosure of PHI not provided for under the Billing Service Agreement or this Agreement as soon as possible after Business Associate becomes aware of such an incident but in no case later than five (5) days after the

date on which Business Associate becomes aware of any such incident; provided, however, that the Parties acknowledge and agree that this Section constitutes notice by Business Associate to Covered Entity of the ongoing existence and occurrence of attempted but Unsuccessful Security Incidents (as defined below). "Unsuccessful Security Incidents" will include, but not be limited to, pings and other broadcast attacks on Business Associate's firewall, port scans, unsuccessful log-on attempts, denials of service and any combination of the above, so long as no such incident results in unauthorized access, use or disclosure of PHI. Business Associate shall take (i) prompt corrective action to cure any deficiencies that caused the unauthorized use or disclosure, and (ii) any corrective action required by applicable federal and state law.

2.11 Access to Information. Within five (5) days of Covered Entity's request, Business Associate shall provide Covered Entity with access to Covered Entity's PHI maintained by Business Associate or its agents or subcontractors to enable Covered Entity to fulfill its obligations under the Privacy Standards, including, but not limited to, 45 CFR § 164.524.

2.12 Availability of PHI for Amendment. The parties acknowledge that the Privacy Standards permit an individual who is the subject of PHI to request certain amendments of their records. Upon Covered Entity's request for an amendment of PHI or a record about an individual contained in a Designated Record Set, but not later than five (5) days after receipt of such request, Business Associate and its agents or subcontractors shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under the Privacy Standards, including, but not limited to, 45 CFR § 164.526. If any individual requests an amendment of PHI directly from Business Associate or its agents or subcontractors, Business Associate must notify Covered Entity in writing within five (5) days of the request. Covered Entity has the sole authority to deny a request for amendment of PHI received or created under the terms of the Billing Service Agreement and maintained by Business Associate or its agents or subcontractors.

2.13 Accounting of Disclosures. Upon Covered Entity's request, Business Associate, its agents and subcontractors shall make available the information required to provide an accounting of disclosures to enable Covered Entity to fulfill its obligations under the Privacy Standards, including, but not limited to, 45 CFR § 164.528. For this purpose, Business Associate shall retain a record of disclosure of PHI for at least six (6) years from the date of disclosure. Business Associate agrees to implement a process that allows for an accounting to be collected and maintained by Business Associate and its agents or subcontractors for at least six (6) years prior to the request, but not before the effective date of the Billing Service Agreement. At a minimum, such

information shall include: (i) the date of disclosure; (ii) the name of the entity or person who received PHI and, if known, the address of the entity or person; (iii) a brief description of PHI disclosed; and (iv) a brief statement of the purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure. Where a request for an accounting is delivered directly to Business Associate or its agents or subcontractors, Business Associate shall within five (5) days of a request forward it to Covered Entity in writing. It shall be Covered Entity's responsibility to prepare and deliver any such reply to the requested accounting.

2.14 Agreement to Restriction on Disclosure. If Covered Entity is required to comply with a restriction on the disclosure of PHI pursuant to § 13405 of the HITECH Act, then Covered Entity shall provide written notice to Business Associate of the name of the individual requesting the restriction and the PHI affected thereby. Business Associate shall, upon receipt of such notification, not disclose the identified PHI to any health plan for the purposes of carrying out Payment or Health Care Operations, except as otherwise required by law.

2.15 Accounting of Disclosures of Electronic Health Records ("EHR"). If Business Associate is deemed to use or maintain an EHR on behalf of Covered Entity, then Business Associate shall maintain an accounting of any disclosures made through an EHR for Treatment, Payment and Health Care Operations, as required by law. Upon request by Covered Entity, Business Associate shall provide such accounting to Covered Entity in the time and manner specified by law. Alternatively, if Covered Entity responds to an individual's request for an accounting of disclosures made through an EHR by providing the requesting individual with a list of all business associates acting on behalf of Covered Entity, then Business Associate shall provide such accounting directly to the requesting individual in the time and manner specified by the HITECH Act.

2.16 Access to Electronic Health Records. If Business Associate is deemed to use or maintain an EHR on behalf of Covered Entity with respect to PHI, then, to the extent an individual has the right to request a copy of the PHI maintained in such EHR pursuant to 45 CFR § 164.524 and makes such a request to Business Associate, Business Associate shall provide such individual with a copy of the PHI in the EHR in an electronic format and, if the individual so chooses, transmit such copy directly to an entity or person designated by the individual. Business Associate may charge a fee, not to exceed Contractor's labor costs to respond, to the individual for providing the copy of the PHI. The provisions of 45 CFR § 164.524, including the exceptions to the requirement to provide a copy of PHI, shall otherwise apply and Business Associate shall comply therewith as if Business Associate were Covered Entity. At Covered Entity's request, Business Associate shall provide Covered Entity with a copy of an

individual's PHI maintained in an EHR in an electronic format and in a time and manner designated by Covered Entity in order for Covered Entity to comply with 45 CFR § 164.524, as amended by the HITECH Act.

- 2.17 Remuneration for PHI.** Business Associate agrees that it shall not, directly or indirectly, receive remuneration in exchange for any PHI of Covered Entity except as otherwise permitted by law.
- 2.18 Governmental Access to Books and Records.** For purposes of determining Covered Entity's compliance with the HIPAA, Business Associate agrees to make available to the Secretary its internal practices, books, and records relating to the use and disclosure of PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity.
- 2.19 Data Ownership.** Business Associate acknowledges that Business Associate has no ownership rights with respect to the PHI.
- 2.20 Insurance.** Business Associate shall maintain commercial general liability insurance, with commercially reasonable liability limits, that includes coverage for damage to persons or property arising from any breach of the terms of this Agreement.
- 2.21 Audits, Inspection and Enforcement.** Within ten (10) days of a written request by Covered Entity, Business Associate and its agents or subcontractors shall allow Covered Entity to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures relating to the use or disclosure of PHI pursuant to this Agreement for the purpose of determining whether Business Associate has complied with this Agreement; provided, however, that (i) Business Associate and Covered Entity shall mutually agree in advance upon the scope, timing and location of such an inspection; (ii) Covered Entity shall protect the confidentiality of all confidential and proprietary information of Business Associate to which Covered Entity has access during the course of such inspection; and (iii) Covered Entity shall execute a nondisclosure agreement, upon terms mutually agreed upon by the parties, if requested by Business Associate. Covered Entity and its authorized agents or contractors, may, at Covered Entity's expense, examine Business Associate's facilities, systems, procedures and records as may be necessary for such agents or contractors to certify to Covered Entity the extent to which Business Associate's security safeguards comply with HIPAA, the HITECH Act or this Agreement, to the extent that Covered Entity determines that such examination is necessary to comply with Covered Entity's legal obligations pursuant to HIPAA or the HITECH Act relating to certification of its security practices. The fact that Covered Entity inspects, or fails to inspect, or has the right to inspect, Business Associate's facilities, systems, books, records, agreements, policies and procedures does not relieve Business Associate of its

responsibility to comply with this Agreement, nor does Covered Entity's (i) failure to detect or (ii) detection, but failure to notify Business Associate or require Business Associate's remediation of any unsatisfactory practices, constitute acceptance of such practices or a waiver of Covered Entity's enforcement rights under the Billing Service Agreement or this Agreement.

2.22 Return of PHI at Termination. Upon termination of the Billing Service Agreement, Business Associate shall, where feasible, destroy or return to Covered Entity all PHI received from Covered Entity, or created or received by Business Associate or its agents or subcontractors on behalf of Covered Entity. Where return or destruction is not feasible, the duties of Business Associate under this Agreement shall be extended to protect the PHI retained by Business Associate. Business Associate agrees not to further use or disclose information for which the return or destruction is infeasible. Business Associate shall certify in writing the destruction of the PHI and to the continued protection of PHI that is not feasible to destroy.

2.23 Retention of PHI. Business Associate and its contractors or agents shall retain communications and documents required to be maintained by HIPAA for six (6) years after termination of the Billing Service Agreement.

2.24 Business Associate's Performance of Obligations of Covered Entity. To the extent the Business Associate is to carry out one or more of Covered Entity's obligation(s) under the HIPAA Privacy Rule, Business Associate shall comply with the requirements of the Privacy Rule that apply to Covered Entity when it carries out such obligation(s).

Article 3: Duties of Covered Entity

3.1 Using Appropriate Safeguards. Covered Entity shall be responsible for using appropriate safeguards to maintain and ensure the confidentiality, privacy and security of PHI transmitted to Business Associate pursuant to the Billing Service Agreement, in accordance with the standards and requirements of HIPAA.

Article 4: Term and Termination

4.1 Term. The provisions of this Agreement shall become effective on the Effective Date and shall continue in effect until all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy the PHI, protections are extended to such information in accordance with the termination provisions in Section 4.2 of this Agreement.

4.2 Termination by Covered Entity.

- (a) A breach by Business Associate of any material provision of this Agreement, as determined by Covered Entity, shall constitute a material breach of the Billing Service Agreement and shall provide grounds for immediate termination of the Billing Service Agreement by Covered Entity.
- (b) If Covered Entity knows of a pattern of activity or practice of Business Associate that constitutes a material breach or violation of Business Associate's obligations under the provisions of this Agreement or another arrangement and does not terminate the Billing Service Agreement pursuant to Section 4.2(a) of this Agreement, then Business Associate shall take reasonable steps to cure such breach or end such violation, as applicable. If Business Associate's efforts to cure such breach or end such violation are unsuccessful, Covered Entity shall either (i) terminate the Billing Service Agreement, if feasible or (ii) if termination of the Billing Service Agreement is not feasible, Covered Entity shall report Business Associate's breach or violation to the Secretary.

4.3 Termination by Business Associate. If Business Associate knows of a pattern of activity or practice of Covered Entity that constitutes a material breach or violation of Covered Entity's obligations under the Billing Service Agreement or this Agreement, then Business Associate shall immediately notify Covered Entity. With respect to such breach or violation, Business Associate shall (i) take reasonable steps to cure such breach or end such violation, if possible; or (ii) if such steps are either not possible or are unsuccessful, upon written notice to Covered Entity, terminate the Billing Service Agreement; or (iii) if such termination is not feasible, report Covered Entity's breach or violation to the Secretary.

4.4 Termination by Either Party. Either party may terminate the Billing Service Agreement, effective immediately, if (i) the other party is named as a defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act or other security or privacy laws, or (ii) a finding or stipulation that the other party has violated any standard or requirement of HIPAA, the HITECH Act or other security or privacy laws is made in any administrative or civil proceeding in which the party has been joined.

Article 5: Miscellaneous

5.1 Acknowledgment. Business Associate recognizes and agrees that it is obligated by law to comply with the applicable provisions of the HITECH Act.

5.2 Change in Law. The parties agree to promptly enter into negotiations concerning the terms of the Billing Service Agreement (including this Agreement), and to negotiate in good faith, if, in either party's business judgment, modification of the Billing Service

Agreement (including this Agreement) becomes necessary due to legislative, regulatory, or judicial developments regarding HIPAA or the HITECH Act. Covered Entity may terminate the Billing Service Agreement upon thirty (30) days written notice in the event (i) Business Associate does not promptly enter into negotiations to amend the Billing Service Agreement when requested by Covered Entity pursuant to this § 5.2, or (ii) Business Associate does not enter into an amendment to the Billing Service Agreement providing assurances regarding the safeguarding of PHI that Covered Entity, in its sole discretion, deems sufficient to satisfy the standards and requirements of HIPAA and the HITECH Act.

- 5.3 Disclaimer.** Covered Entity makes no warranty or representation that compliance by Business Associate with HIPAA, the HITECH Act or this Agreement will be adequate or satisfactory for Business Associate's own purposes. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI.
- 5.4 Assistance in Litigation or Administrative Proceedings.** Business Associate shall make itself, and any subcontractors, employees or agents assisting Business Associate in the performance of its obligations under the Billing Service Agreement or this Agreement, available to Covered Entity, at no cost to Covered Entity, to testify as witness, or otherwise, in the event of litigation or administrative proceedings being commenced against Covered Entity, its members/shareholders, managers/directors, officers or employees based upon a claimed violation of HIPAA or the HITECH Act or other laws relating to security and privacy, except where Business Associate, or its subcontractor, employee or agent is a named adverse party.
- 5.5 No Third-Party Beneficiaries.** Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than Covered Entity, Business Associate and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.
- 5.6 Interpretation.** Section titles in this Agreement are for convenience only, and shall not be used in interpreting this Agreement. Any ambiguity in this Agreement shall be resolved to permit the parties to comply with the requirements of HIPAA and the HITECH Act. In the event of conflict between the Billing Service Agreement and this Agreement, the provisions of this Agreement shall prevail. Any reference in this Agreement to a section in the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E, the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR part 164, subpart C, or the HITECH Act means the section as in effect or as amended.

The parties hereto have executed this Rider on the day and year first above written on the Billing Service Agreement.

ANDERSON COUNTY, TN

DIGITECH COMPUTER LLC

By: _____

By: _____

Name: _____

Name: WALTER C. PICKETT II

Title: _____

Title: CHIEF EXECUTIVE OFFICER

Date: _____

Date: _____

APPROVED AS TO LEGAL FORM

 06-28-2025
James W. Brooks
Anderson County Law Director

Anderson County Government Employee Paramedic School Tuition Agreement

This Tuition Agreement is made on June 24, 2025, by and between Amber Dalton (Employee) and Anderson County Emergency Medical Services (ACEMS).

Whereas Employee is an employee of ACEMS, and in order to enhance the skills of the Employee, the Employee is attending the Paramedic program at Roane State Community College (RSCC), beginning on or about August 15, 2025, and ending on or about July 31, 2026.

Witnesseth:

Section 1: Tuition Payment. ACEMS agrees to pay RSCC directly for the course costs, including fees and books, up to a maximum of \$12,500. This is contingent on the Employee being actively employed full-time by ACEMS and both the Employee and ACEMS agreeing to continue full-time employment for at least three (3) years after obtaining the paramedic State EMS License. (ACEMS will not cover testing fees, as these are considered separate from school requirements.) If the Employee leaves within the first year of the agreement, they must repay the entire amount. If they leave in the second year, they will repay two-thirds of the reimbursement amount. If they leave during the final year, they will repay one-third of the reimbursement amount. All amounts owed by the Employee to ACEMS must be repaid within 12 months of their last day of full-time employment.

Section 2: Repayment Event. Upon the occurrence of any of the following events ("Repayment Event"):

- a. Employment of the Employee at ACEMS terminates before the completion of the Program for any reason whatsoever, including resignation by the Employee, or dismissal by the Employer with or without cause, but excluding layoffs due to staff downsizing.
- b. Employment of the Employee at ACEMS terminates before the completion of the three years after obtaining of paramedic State EMS License.
- c. Failure to complete/pass the paramedic program.
- d. Failure to obtain a state paramedic license, once all testing opportunities have been exhausted.

Section 3: Set-Off. The Employee authorizes and directs ACEMS to set off any and all amounts owing to ACEMS under this Agreement against any amount owing to ACEMS by the Employee, including but not limited to salary, wages, vacation pay, etc.

Section 4: Indemnity. The Employee hereby indemnifies and saves harmless ACEMS from and against any and all suits, claims, actions, damages, and other losses which ACEMS suffers or incurs as a result of any governmental taxing authority assessing the reimbursement of the Tuition Payments hereunder as a benefit to the Employee.

Section 5: Release. Employee hereby agrees to release and hold County harmless from and against any and all claims, lawsuits, or the like associated with County's performance of this agreement, or as it relates to the past, present, or future financial condition of the County or the performance of Employee's services under this Agreement.

Section 6: Default. In the event of default by the Employee hereto, the County may bring suit against the Employee to enforce the terms of this Agreement. In such an event, the prevailing party shall be entitled to recover any remedies available at law and/or equity, including reasonable attorney's fees and costs associated with the default.

Section 7: No Oral Modification. No modification, amendment, supplement to, or waiver of this Agreement or any of its provisions shall be binding upon the Parties hereto unless made in writing and duly signed by all the parties.

Section 8: Waiver. A failure of any Party to exercise any right provided for herein shall not be deemed to be a waiver of any right hereunder.

Section 9: Entire Agreement. This Agreement sets forth the entire understanding of the Parties as to the subject matter and may not be modified except in a writing executed by all Parties.

Section 10: Severability. If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

Section 11: Exhibits. Any Exhibits attached hereto or incorporated herein are made a part of this Agreement for all purposes. The expression "this Agreement" means the body of this Agreement and the Exhibits.

Section 12: Multiple Counterparts; Effectiveness. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original for all purposes and all of which shall be deemed, collectively, one Agreement. This Agreement shall become effective when executed and delivered by all the Parties.

Section 13: Jurisdiction. Each Party hereby irrevocably consents to the jurisdiction of all state courts sitting in Anderson County, Tennessee or all federal courts

sitting in Knoxville, Tennessee and agrees that venue for any legal action brought in connection with this Agreement shall lie exclusively in such courts.

Section 14: Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties and upon their respective successors, heirs, or assigns.

Section 15: Choice of Law. This Agreement shall be governed and construed in accordance with the laws of the State of Tennessee.

Section 16: Notice. Any notice required or provided pursuant to this Agreement shall be in writing and sent or delivered to the Parties.

Section 17: Titles and Subtitles. Titles of paragraphs and subparagraphs are for convenient reference only and shall not have the effect of modifying, amending, or changing the express terms of this Agreement.

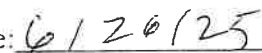
Section 18: Assignment. This Agreement is not assignable.

Section 19: Further Documentation. The Parties agree for themselves to execute any and all instruments in writing, which are or may become necessary or proper to carry out the employment relationship, purpose and intent of this Agreement.

For Employee:


Signature

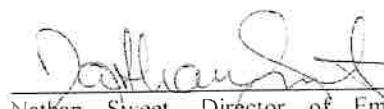

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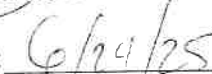
Date: 

Address: 




For Anderson County:


Nathan Sweet, Director of Emergency
Medical Services

Date: 

Approved as to Form:

 07-08-2025
County Law Director

**OFFICE OF THE COUNTY LAW DIRECTOR
ANDERSON COUNTY, TENNESSEE**

101 South Main Street, Suite 310
CLINTON, TENNESSEE 37716

James Brooks, Jr.
Law Director

TELEPHONE: (865) 457-6290
FACSIMILE: (865) 457-3775
Email: jbrooks@andersoncountyttn.gov

July 8, 2025

Ms. Katherine Kleehammer
Deputy Purchasing Agent
100 North Main Street
Clinton, TN 37716

RE: *Rory O'Dell- EMS Tuition*

Dear Katherine:

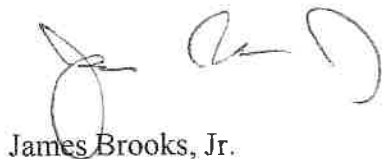
Pursuant to your request, I have reviewed the agreement between Anderson County and above-referenced vendor for legal form. After review, I am satisfied this document meets or exceeds all requirements under Tennessee law. Therefore, I have approved this agreement as to legal form.

In addition, since this contract extends beyond the current fiscal year, it will require Commission approval.

This approval is to legal form only. I assume, since you submitted this agreement to my office for approval that you have read this agreement, and the terms and conditions set forth are desirable to you and the department involved. I have not been involved in the negotiations of this agreement; however, if you would like additional guidance and advice regarding a specific provision of the agreement, please feel free to contact me. Furthermore, for the purpose of the approval process, it is assumed that this agreement has been properly bid, if required, and budgeted according to state law.

Please call, if you have additional questions or concerns.

With kindest regards,



James Brooks, Jr.

Enclosure: 4 pages

**PURCHASING OFFICE
100 N. MAIN STREET
SUITE 214
CLINTON, TN 37716-3687
(865) 457-6251
FAX (865) 457-6252**

MEMORANDUM

DATE: July 8, 2025
TO: Mr. Brooks
FROM: Katherine Kleehammer, Deputy Purchasing Agent
SUBJECT: Paramedic Tuition and Security Monitoring Contracts

Please review the attached Security Monitoring contract with Johnson Controls for the Health Department and Tuition contracts for the following EMS employees: Amber Dalton, Rory O'Dell and Paul Kondrit.

Thank you!



Katherine

Anderson County Government Employee Paramedic School Tuition Agreement

This Tuition Agreement is made on June 24, 2025, by and between Rory O'Dell (Employee) and Anderson County Emergency Medical Services (ACEMS).

Whereas Employee is an employee of ACEMS, and in order to enhance the skills of the Employee, the Employee is attending the Paramedic program at Roane State Community College (RSCC), beginning on or about August 15, 2025, and ending on or about July 31, 2026.

Witnesseth:

Section 1: Tuition Payment. ACEMS agrees to pay RSCC directly for the course costs, including fees and books, up to a maximum of \$12,500. This is contingent on the Employee being actively employed full-time by ACEMS and both the Employee and ACEMS agreeing to continue full-time employment for at least three (3) years after obtaining the paramedic State EMS License. (ACEMS will not cover testing fees, as these are considered separate from school requirements.) If the Employee leaves within the first year of the agreement, they must repay the entire amount. If they leave in the second year, they will repay two-thirds of the reimbursement amount. If they leave during the final year, they will repay one-third of the reimbursement amount. All amounts owed by the Employee to ACEMS must be repaid within 12 months of their last day of full-time employment.

Section 2: Repayment Event. Upon the occurrence of any of the following events ("Repayment Event"):

- a. Employment of the Employee at ACEMS terminates before the completion of the Program for any reason whatsoever, including resignation by the Employee, or dismissal by the Employer with or without cause, but excluding layoffs due to staff downsizing.
- b. Employment of the Employee at ACEMS terminates before the completion of the three years after obtaining of paramedic State EMS License.
- c. Failure to complete/pass the paramedic program.
- d. Failure to obtain a state paramedic license, once all testing opportunities have been exhausted.

Section 3: Set-Off. The Employee authorizes and directs ACEMS to set off any and all amounts owing to ACEMS under this Agreement against any amount owing to ACEMS by the Employee, including but not limited to salary, wages, vacation pay, etc.

Section 4: Indemnity. The Employee hereby indemnifies and saves harmless ACEMS from and against any and all suits, claims, actions, damages, and other losses which ACEMS suffers or incurs as a result of any governmental taxing authority assessing the reimbursement of the Tuition Payments hereunder as a benefit to the Employee.

Section 5: Release. Employee hereby agrees to release and hold County harmless from and against any and all claims, lawsuits, or the like associated with County's performance of this agreement, or as it relates to the past, present, or future financial condition of the County or the performance of Employee's services under this Agreement.

Section 6: Default. In the event of default by the Employee hereto, the County may bring suit against the Employee to enforce the terms of this Agreement. In such an event, the prevailing party shall be entitled to recover any remedies available at law and/or equity, including reasonable attorney's fees and costs associated with the default.

Section 7: No Oral Modification. No modification, amendment, supplement to, or waiver of this Agreement or any of its provisions shall be binding upon the Parties hereto unless made in writing and duly signed by all the parties.

Section 8: Waiver. A failure of any Party to exercise any right provided for herein shall not be deemed to be a waiver of any right hereunder.

Section 9: Entire Agreement. This Agreement sets forth the entire understanding of the Parties as to the subject matter and may not be modified except in a writing executed by all Parties.

Section 10: Severability. If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

Section 11: Exhibits. Any Exhibits attached hereto or incorporated herein are made a part of this Agreement for all purposes. The expression "this Agreement" means the body of this Agreement and the Exhibits.

Section 12: Multiple Counterparts; Effectiveness. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original for all purposes and all of which shall be deemed, collectively, one Agreement. This Agreement shall become effective when executed and delivered by all the Parties.

Section 13: Jurisdiction. Each Party hereby irrevocably consents to the jurisdiction of all state courts sitting in Anderson County, Tennessee or all federal courts

sitting in Knoxville, Tennessee and agrees that venue for any legal action brought in connection with this Agreement shall lie exclusively in such courts.

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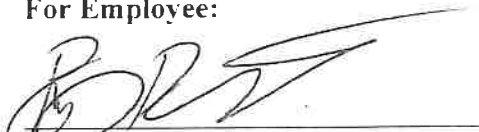
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Section 18: Assignment. This Agreement is not assignable.

Section 19: Further Documentation. The Parties agree for themselves to execute any and all instruments in writing, which are or may become necessary or proper to carry out the employment relationship, purpose and intent of this Agreement.

For Employee:


Signature

Rory O'Dell
Print Full Name

Date: 6/30/25

Address: 11 Webb Circle

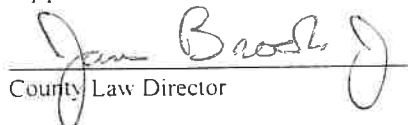
Chattanooga, TN 37415

For Anderson County:


Nathan Sweet, Director of Emergency
Medical Services

Date: 6/24/25

Approved as to Form:

 07-08-2025
County Law Director

Anderson County Government Employee Paramedic School Tuition Agreement

This Tuition Agreement is made on June 24, 2025, by and between Paul Kondrit (Employee) and Anderson County Emergency Medical Services (ACEMS).

Whereas Employee is an employee of ACEMS, and in order to enhance the skills of the Employee, the Employee is attending the Paramedic program at Roane State Community College (RSCC), beginning on or about August 15, 2025, and ending on or about July 31, 2026.

Witnesseth:

Section 1: Tuition Payment. ACEMS agrees to pay RSCC directly for the course costs, including fees and books, up to a maximum of \$12,500. This is contingent on the Employee being actively employed full-time by ACEMS and both the Employee and ACEMS agreeing to continue full-time employment for at least three (3) years after obtaining the paramedic State EMS License. (ACEMS will not cover testing fees, as these are considered separate from school requirements.) If the Employee leaves within the first year of the agreement, they must repay the entire amount. If they leave in the second year, they will repay two-thirds of the reimbursement amount. If they leave during the final year, they will repay one-third of the reimbursement amount. All amounts owed by the Employee to ACEMS must be repaid within 12 months of their last day of full-time employment.

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Section 4: Indemnity. The Employee hereby indemnifies and saves harmless ACEMS from and against any and all suits, claims, actions, damages, and other losses which ACEMS suffers or incurs as a result of any governmental taxing authority assessing the reimbursement of the Tuition Payments hereunder as a benefit to the Employee.

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Section 6: Default. In the event of default by the Employee hereto, the County may bring suit against the Employee to enforce the terms of this Agreement. In such an event, the prevailing party shall be entitled to recover any remedies available at law and/or equity, including reasonable attorney's fees and costs associated with the default.

Section 7: No Oral Modification. No modification, amendment, supplement to, or waiver of this Agreement or any of its provisions shall be binding upon the Parties hereto unless made in writing and duly signed by all the parties.

Section 8: Waiver. A failure of any Party to exercise any right provided for herein shall not be deemed to be a waiver of any right hereunder.

Section 9: Entire Agreement. This Agreement sets forth the entire understanding of the Parties as to the subject matter and may not be modified except in a writing executed by all Parties.

Section 10: Severability. If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

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sitting in Knoxville, Tennessee and agrees that venue for any legal action brought in connection with this Agreement shall lie exclusively in such courts.

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Section 18: Assignment. This Agreement is not assignable.

Section 19: Further Documentation. The Parties agree for themselves to execute any and all instruments in writing, which are or may become necessary or proper to carry out the employment relationship, purpose and intent of this Agreement.

For Employee:


Signature

Paul Kondrit
Print Full Name

Date: 6/26/25

Address: 2801 Aava


Ln, Knoxville
37931

For Anderson County:


Nathan Sweet, Director of Emergency
Medical Services

Date: 6/24/25

Approved as to Form:


County Law Director 07-08-2025



COMMERCIAL SALES AGREEMENT

TOWN NO.
 0047-KNOXVILLE, TN

CUSTOMER NO.
 104709905

JOB NO.

PO NO.

ESTIMATE NO.
 1-96G34HL

DATE: 7/3/2025

Johnson Controls Security Solutions LLC ("Johnson Controls")
 Shawn McIvor
 6125 Heritage Park Dr,
 Chattanooga, TN 37416
 Tele. No.

County of Anderson
 d/b/a:
 ("Customer")
Customer Billing Information
 100 N Main St, Room 214
 Clinton, TN 37716
 Attn:
 Tele. No.

Customer Premises Served
 710 N Main Suite 200,
 Clinton, TN 37716
 Attn: Phyllis Goodman
 Tele. No.

This Commercial Sales Agreement is between Customer and Johnson Controls Security Solutions LLC ("Johnson Controls") effective as of the date signed by Customer. By entering into this Agreement, Johnson Controls and Customer agree to the Terms and Conditions contained in this Agreement. The Equipment and/or Services, collectively the System(s) covered under this Agreement is/are listed in the attached Schedule(s) of Protection / Scope of Work ("SOW"). This offer shall be void if not accepted in writing within thirty (30) days from the date first set forth above.

I. THE FOLLOWING DOCUMENTS ARE ATTACHED TO THIS AGREEMENT AND ARE INCORPORATED BY REFERENCE:

- (a) Hazardous Substance Checklist and Customer Letter
- (b) Scope of Work / Schedule(s) of Protection
- (c) Terms and Conditions
- (d) Additional Terms and Conditions
- (e) State Specific Forms, if applicable (e.g., local permit applications)
- (f) Customer Installation Acceptance Form (specific to Equipment/Services purchased)
- (g) If multiple locations, see attached schedule

II. CHARGES AND FEES; TAXES: a. **Equipment Installation.** Customer agrees to pay Johnson Controls pursuant to the progress-based billing schedule of values set forth herein. If the schedule of values includes an upfront installation deposit, it will be paid within 30 days of contract signing. Johnson Controls will not commence work until such deposit has been received. The remaining portion of the total installation charge for installation and commissioning will be progress billed monthly through completion of the job. Company progress-based billing can include progress payments for materials, goods, and equipment (ordered, delivered, or stored), and for any pre-design, engineering, installation work or Services. The proposed total installation charge is contingent upon Customer agreeing to these payment and invoicing terms. Any outstanding Installation Charges and/or fees shall be due and payable as a precondition to activation of System and, if applicable, connection to Johnson Controls Central Monitoring Center ("CMC") or any other Service(s). Any changes in the Statement of Work made by the Customer after execution of this Agreement must be agreed to by Johnson Controls and Customer in writing and may be subject to additional charges, fees and/or taxes. Any equipment ordered by Customer by e-mail or telephone order shall be subject to terms and conditions of the Agreement and may be subject to shipping, handling, and/or restocking fees. Until Customer has paid Johnson Controls the Installation Charge and fees, and taxes in full, Customer grants to Johnson Controls a security interest in the Equipment and all the proceeds thereof to secure such payment.

b. **Services.** Unless otherwise agreed by the parties in writing, fees for Services to be performed shall be paid Quarterly in advance, (the "Annual Service Charges"), Johnson Controls shall have the right to increase Annual Service Charge(s) after one (1) year.

c. **Term.** The initial term of this agreement shall be 5 year(s) (the "Initial Term") and shall commence on the date of this Agreement and continue as set forth herein. After the Initial Term this Agreement will automatically renew on a 5 year basis (A Renewal Term) unless the Customer or Johnson Controls gives written notice to the other that it does not want to renew at least sixty (60) days before the end of the then-current term (each a "Renewal Term"). The Initial Term and any Renewal Term may be referred to herein as the "Term." If this Agreement is renewed, Johnson Controls will provide Customer with notice of any adjustments in the Charges, fees and/or taxes applicable to any Renewal Term. Unless Customer terminates the Agreement at least sixty (60) days prior to start of such Renewal Term, the adjusted Annual Service Charge will be the Annual Service Charge for the Renewal Term. Customer agrees to issue and send a purchase order to Johnson Controls at least thirty (30) days prior to expiration of the Initial Term or any Renewal Term if necessary for payments to be processed, but failure to do so is not a pre-condition to Renewal Term payments being due to Johnson Controls. No purchase order is required for any emergency work requested by Customer. Customer shall have no right to reject such invoices due to the lack of a purchase order. For termination prior to the end of the Term, Customer agrees to pay Johnson Controls, in addition to any outstanding Fees and charges for Service(s) rendered prior to termination 90% of the Annual Service Charge(s) remaining to be paid for the unexpired term of the Agreement as liquidated damages but not as a penalty. Customer shall provide Johnson Controls with reasonable access to the premises to remove any Johnson Controls property and to un-program any controls, intrusion, fire, or life safety system, as applicable. Customer shall be liable for all fees, costs, and expenses that Johnson Controls may incur in connection with the enforcement of this Agreement, including without limitation, reasonable attorney fees, collection agency fees, and court costs.

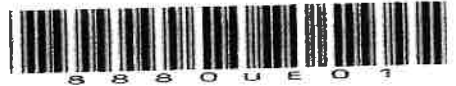
d. **Pricing and Taxes.** If the actual number of devices installed or services to be performed is greater than that set forth in this Agreement, the price will be increased accordingly. Notwithstanding any other term in this Agreement, Johnson Controls may increase prices upon notice to Customer to reflect increases in material and labor costs. Prices do not include taxes, fees, duties, tariffs, false alarm assessments, permits and levies or other charges imposed and/or enacted by a government, however designated or imposed (collectively, "Taxes"). All Taxes are the responsibility of Customer, unless Customer presents an exemption certificate acceptable to Johnson Controls and the applicable taxing authorities. If Johnson Controls is required to pay any such Taxes or other charges, Customer shall reimburse Johnson Controls on demand. If any such exemption certificate is invalid, then Customer will immediately pay Johnson Controls the amount of the Taxes, plus penalties and interest. Prices may be adjusted by Johnson Controls prior to shipment to take into account increases in the cost of raw materials, component parts, third party products or labor rates or taxes; Trade Restrictions (as defined below); government actions; or to cover any unforeseen or other extra cost elements. "Trade Restrictions" means any additional or new tariff/duty, quota, tariff-rate quota, or cost associated with the withdrawal of tariff/duty concessions pursuant to a trade agreement(s). Customer agrees to pay any fees or charges imposed by any government body, telephone, communication, or signal transmission company or administration fees or service charges assessed against or by Johnson Controls related to AHJ requirements and/or changes to applicable laws relating to the need to reprogram alarm controls/devices to comply with area code, signal transmission, numbering or other changes relating to the installed Equipment and/or Service(s) provided under this Agreement. This Agreement is entered into with the understanding that the Services to be provided by Johnson Controls are not subject to any local, state, or federal prevailing wage statute. If it is later determined that local, state, or federal prevailing wage rates apply to the services to be provided by Johnson Controls, Johnson Controls reserves the right to issue a modification or change order to adjust the wage rates to the required prevailing wage rate. Customer agrees to pay for the applicable prevailing wage rates. Customer shall provide financial information requested by Johnson Controls to verify Customer's ability to pay for goods or services. Work performed on a time and material basis shall be at the then-prevailing Johnson Controls rate for material, labor, and related items, in effect at the time supplied under this Agreement.

e. **Invoicing.** Pricing is based upon the billing and payment terms set forth in this Agreement. Fees and other amounts due hereunder are due thirty (30) days from the date of the invoice, which shall be paid by Customer via ACH/EFT. Such payment is a condition precedent to Johnson Controls' obligation to perform Services under the Agreement. Disputed invoices must be identified in writing by Customer within twenty-one (21) days of the date of invoice. Payment of any disputed amounts is due and payable upon resolution. If Customer fails to provide financial information or if Johnson Controls, in its sole discretion has grounds to question Customer's ability or willingness to make payments when due (e.g., not making payments when due, late payments, or a reduction in Customer's credit score), Johnson Controls may defer shipments, change payment terms, require cash in advance and/or require other security, without liability and without waiving any other remedies Johnson Controls may have against Customer. Johnson Controls shall provide Customer with advance written notice of changes to payment terms.

III. ENTIRE AGREEMENT; CUSTOMER ACCEPTANCE: This Agreement, together with all of its written Amendments, Riders, SOW and/or Exhibits, constitutes the entire agreement between the Customer and Johnson Controls relating to the subject matter hereof and supersedes any prior or contemporaneous oral or written agreements and understandings. The terms and conditions of this Agreement will prevail over any conflicting, inconsistent or additional terms and/or conditions contained in any purchase order, agreement, SOW or other document issued by Customer. Any changes must be mutually agreed to in writing by the authorized representatives of the Customer and Johnson Controls. In signing this Agreement, Customer is not relying on any advice, advertisements, or oral representations of Johnson Controls and agrees to be bound to the terms and conditions contained in all the pages of the Agreement. Customer agrees that any representation, promise, condition, inducement or warranty, express or implied, not included in this Agreement will not be binding upon Johnson Controls, and that the terms and conditions in this Agreement apply as printed without alteration or qualification, except as specifically modified by a written agreement signed by Johnson Controls and Customer. Any changes in the Statement of Work or scope of the work requested by the Customer after the execution of this Agreement may result in additional cost to the Customer and any such changes/additions must be authorized in a writing signed by both the Customer and Johnson Controls. Customer's failure to accept and sign this Agreement within thirty (30) days of the date shown above may result in price increases. Customer acknowledges that: (a) Johnson Controls has explained the full range of protection, equipment, and services available to Customer; (b) additional protection over and above that provided herein is available and may be obtained from Johnson Controls at an additional cost to the Customer; (c) Customer desires and has contracted for only the Equipment and/or Service(s) itemized in this Agreement; (d) the Equipment/Service(s) specified in this Agreement are for Customer's own use and not for the benefit of any third party; (e) Customer owns the premises in which the Equipment is being installed or has the authority to engage Johnson Controls to carry out the installation in the premises; and (f) Customer will comply with all laws, codes and regulations pertaining to the use of the Equipment/Service(s).

ATTENTION IS DIRECTED TO THE WARRANTY, LIMIT OF LIABILITY AND OTHER CONDITIONS CONTAINED IN THE SECTIONS ENTITLED "TERMS AND CONDITIONS" AND "ADDITIONAL TERMS AND CONDITIONS". THIS AGREEMENT REQUIRES FINAL APPROVAL OF A JOHNSON CONTROLS AUTHORIZED MANAGER BEFORE ANY EQUIPMENT/SERVICES MAY BE PROVIDED. IF APPROVAL IS DENIED, THIS AGREEMENT WILL BE TERMINATED AND JOHNSON CONTROLS ONLY OBLIGATION TO CUSTOMER WILL BE TO NOTIFY CUSTOMER OF SUCH TERMINATION AND REFUND ANY AMOUNTS PAID IN ADVANCE.

[Signature Follow on Next Page]



COMMERCIAL SALES AGREEMENT

TOWN NO.
0047-KNOXVILLE, TNCUSTOMER NO.
104709905

JOB NO.

PO NO.

ESTIMATE NO.
1-96G34HLIF MAINTENANCE SERVICE IS DECLINED, CUSTOMER MUST INITIAL
HERE _____

JOHNSON CONTROLS SECURITY SOLUTIONS LLC

IF A 5-DAY FAMILIARIZATION PERIOD IS REQUESTED, CUSTOMER MUST INITIAL HERE

CUSTOMER: _____

Presented by: _____
(Signature of Johnson Controls Sales Representative)Accepted By: _____
(Signature of Customer's Authorized Representative)Sales Agent: Shawn McIvor
Sales Representative Registration Number (if applicable): __________
(Name Printed)

Title: _____

Date Signed: _____

CUSTOMER ACCEPTANCE

To ensure that JCI is compliant with your company's billing requirements, please provide the following information:

PO is required to facilitate billing: NO: ☐ this signed contract satisfies AgreementYES: ☐ Single PO Required for Initial Term☐ Annual PO Required☐ ANSC PO Required Yearly (ANSC = Annual Service Charge)AR Invoice are accepted via e-mail: YES: ☐ Email address to be used: _____NO: ☐ Please submit invoices via mail ☐ NO: Please submit via _____

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COMMERCIAL SALES AGREEMENT

TOWN NO.
0047-KNOXVILLE, TN

CUSTOMER NO.
104709905

JOB NO.

PO NO.

ESTIMATE NO.
1-96G34HL

SCOPE OF WORK / SCHEDULE OF PROTECTION

IV. **SCOPE OF WORK / SCHEDULE OF PROTECTION ("SOW"):** Johnson Controls agrees to install or cause to be installed the Equipment and furnish the Service(s) collectively, the System, on the terms and conditions set out in this Agreement.

A. **Ownership of System and/or Equipment:** Direct Sale (equipment to become property of the Customer upon payment of Installation Charges and Fees in full)

B. **Services to be Provided ("Services")**

Alarm monitoring and Notification Services:

Video Surveillance Services:

Managed Access Control Services:

Video Equipment:

Maintenance Service Plan; Preventive Maintenance/Inspection:

Additional Services:

Burglar Alarm and Fire Alarm Monitoring PROVIDED, Monitoring with Additional Group Service PROVIDED, 2 Phone Lines, Daily Dialer Test Services PROVIDED
 No Service Selected
 DataSource Service PROVIDED
 No Service Selected
 Expert Maintenance PROVIDED / Inspections NOT PROVIDED
 No Service Selected

C. **Equipment to be Installed ("Equipment"):** Johnson Controls will install, or cause to be installed, the Equipment (or equivalent), as set forth in this SOW in Customer's designated facility(ies). As used herein, "installation" means: (i) affixing all Equipment and materials provided by Johnson Controls at such locations within the facility(ies) as are designated by Customer; (ii) providing and pulling cables/wires required to connect the Equipment to Customer's Communications Facilities and making such connections; (iii), in the case of a Digital Communicator installation, mount Equipment and plug into RJ31X phone jack previously installed by Customer; (iv) in the case of radio installation, mount radio Equipment and program Equipment with number furnished by Customer; (v) providing and installing software/firmware required by the Equipment; (vi) performing testing as required to establish that the Johnson Controls Equipment is connected, is functioning according to its specifications, and is communicating over Customer's Communications Facilities; and (vii) providing user-level training to Customer's designated representative in the use of such Equipment.

D. **CHARGES AND ESTIMATED TAX:**

1. **Installation Charge:**

Installation Charge Amount:	\$0.00
* Estimated Tax(es):	\$0.00
TOTAL INSTALLATION CHARGE:	\$0.00
Installation Deposit Amount:	\$0.00

Planned Monthly Progress Billing Schedule of Values

Description	%
Deposit/Advance Payment/Mobilization	60%
Monthly Progress Billing (Installation/Commissioning)	40%

Planned Monthly Progress Billing w/ First Labor Applied

First Labor Applied	20%
Demonstrated Use (if applicable)	10%
Final billing upon job completion	10%

2. **Annual Service Charge:**

Annual Service Charge Amount:	\$2,261.31
* Estimated Tax(es):	\$0.00
TOTAL ANNUAL SERVICE CHARGE:	\$2,261.31

* Tax value shown is estimated and may differ from the actual tax value that will be on the invoice. Any Additional taxes, duties, tariffs or similar items imposed prior to shipment will be charged.

26-0008

26-0008

E. **Scope of Work:** This Section is intended for installation use only. Any language contained in this Section that attempts to modify the Terms and Conditions of this Agreement shall be void and of no effect.

Contract Notes -

TERMS AND CONDITIONS

V Customer and Johnson Controls agree as follows:

A. Services

A.1. Central Station Signal Receiving and Notification ("Alarm Monitoring") Services. 1. If an alarm signal registers at Johnson Controls' alarm monitoring center ("CMC"), Johnson Controls will endeavor to notify the appropriate Police or Fire Department and if required by local law, the Customer's designated representative. If a burglar alarm signal or fire signal registers at Johnson Controls' CMC, Johnson Controls at its sole discretion may endeavor to contact the Customer's premises by telephone to verify that the alarm is not false. Failing to contact the Customer promptly or questioning the nature of the response received upon such contact, Johnson Controls shall endeavor to notify the appropriate Police/Fire Department. If a supervisory or trouble signal registers at Johnson Controls' CMC, Johnson Controls will endeavor to notify the Customer's designated representative. 2. If Customer has purchased alarm monitoring service that requires Police, Fire, Guard Response, or Medical Emergency Response/Notification or Two Way Voice monitoring services and such an alarm is received at Johnson Controls' CMC, then Johnson Controls may, in its sole discretion, endeavor either (a) to contact Customer and/or anyone Customer has identified as having authority to act on Customer's behalf on Customer's Emergency Contact List ("ECL") by telephone or Two Way Voice communication, or (b) use video or audio feed from Customer's premises to confirm that the alarm is not false. If Johnson Controls fails to contact Customer or someone on Customer's ECL or, if Johnson Controls questions the response received upon such contact, then Johnson Controls will endeavor to notify the appropriate Police/Fire Department or other emergency response provider. If Guard Response Service is being provided, Johnson Controls will, for an alarm that requires Police response, endeavor to dispatch a Johnson Controls Representative to make an investigation of the exterior of the premises from his/her vehicle and, upon evidence of an attack, Johnson Controls will endeavor to notify the appropriate Police Department. JOHNSON CONTROLS WILL NOT ARREST OR DETAIN ANY PERSON. Customer agrees that Johnson Controls will have no liability pertaining to the recording (or failure to record) or publication of any Two Way Voice communications, Internet, or other Video recordings or the quality of such recordings, if any. 3. If Supervisory Alarm or Trouble Alarm monitoring services are purchased (or if such services are actively programmed into the System) and such an alarm is received by Johnson Controls, Johnson Controls will endeavor to notify Customer's designated representative. 4. If Customer has identified persons on Customer's ECL authorized to act on Customer's behalf, Johnson Controls will endeavor to contact such persons before Johnson Controls endeavors to notify the Police/Fire Department. 5. The System may not operate with other companies' alarm monitoring equipment. If Customer cancels any Services, this incompatibility may prevent Customer from continuing to use the System. Customer understands that local laws, ordinances or governmental policies may restrict and/or limit Johnson Controls' ability to provide alarm monitoring and notification services and/or necessitate modified or additional services and expense to Customer. Customer understands that Johnson Controls may employ any number of current or future industry-recognized measures to help reduce occurrences of false alarm signal activations. These measures may include, but are not limited to, implementation of industry-recognized default settings on alarm panels including those authorized under ANSI-SIA CP-01-2000, default settings for "swinger shutdown" of specific alarm zones, implementation of "partial clear time bypass" procedures at Johnson Controls' CMC, and/or other similar measures employed by Johnson Controls periodically in Johnson Controls' sole discretion. THESE MEASURES CAN RESULT IN NO ALARM SIGNAL BEING SENT FROM AN ALARM ZONE IN CUSTOMER'S PREMISES AFTER THE INITIAL ACTIVATION UNTIL CUSTOMER MANUALLY RESETS THE ALARM SYSTEM. 6. Customer understands that, upon receiving notification that a fire or carbon monoxide signal has been received by Johnson Controls, the Police, Fire Department or other responding authority may forcibly enter Customer's premises. 7. Alarm Verification Services. Intrusion detection/burglar alarm equipment may require activation of two sensors, or a second activation of a single sensor, or activation of a continuous alarm event from a single sensor to meet the requirements of local laws, ordinances or other requirements of the Police Department. Customer is solely responsible for operating on-premises bypass or switch units to disconnect or reconnect the alarm sounding or transmitting equipment. 8. 5-Day Familiarization Period. If Customer has requested a 5-day "Familiarization Period" following completion of installation, and if needed, an extension period to enable Customer to become familiar with the system operation, then during this Familiarization Period Customer agrees that if any signal (including an alarm signal) of any nature registers at Johnson Controls' CMC, Johnson Controls will not respond to any signals, or endeavor to notify any authorities, Customer, or Customer's designated representative(s), or undertake any other action with regard to any signal, whether or not due to an actual emergency event. 9. Direct Connection Service. If such service is available/required in Customer's location a "Direct Connection" may be made to the Customer's Municipal Police, Fire Department, or other agency, and signals transmitted by the System will be monitored directly by such Municipal Police, Fire Department, or other agency personnel (collectively, "Municipal Personnel"); none of whom are agents of Johnson Controls. Johnson Controls does not assume any responsibility or liability for the manner in which such signals are monitored or the response, if any, made by such Municipal Personnel to such signals. 10. Parallel Protection Service. If Customer chooses a Johnson Controls approved cellular back-up service, alarm signals may be transmitted to Johnson Controls' CMC from Customer's premises over a cellular communications network if Customer's primary telephone service is interrupted.

A.2. Communication Facilities. (a) Authorization. To facilitate Johnson Controls' ability to provide Service under this Agreement, Johnson Controls may make requests for information, service, or equipment in any respect on behalf of Customer to Customer's telephone service provider, wireless carrier, or other entity providing communication facilities or services for transmission of alarm signals (the "TeleCo"). (b) Digital Communicator. If a Digital Communicator is used to connect to Johnson Controls' CMC, Customer will provide a connection through a telephone jack to Customer's TeleCo service as required to operate the System. Equipment, or to provide the Service. Such connection will be electrically first before any other telephone or Customer equipment, and will be located within 10 feet of the alarm/control panel. Johnson Controls will provide such connection at Customer's request and expense. (c) General. JOHNSON CONTROLS' RECEIPT OF ALARM SIGNALS, ELECTRONIC DATA, VOICE DATA OR IMAGES (COLLECTIVELY, "ALARM SIGNALS") FROM THE EQUIPMENT OR SYSTEM INSTALLED IN CUSTOMER'S PREMISES IS DEPENDENT UPON PROPER TRANSMISSION OF SUCH ALARM SIGNALS. JOHNSON CONTROLS CMC CANNOT RECEIVE ALARM SIGNALS WHEN THE CUSTOMER'S TELECO SERVICE OR OTHER TRANSMISSION MODE IS NOT OPERATING OR HAS BEEN CUT, INTERFERED WITH, OR IS OTHERWISE DAMAGED, OR IF THE ALARM SYSTEM IS UNABLE TO ACQUIRE, TRANSMIT OR MAINTAIN AN ALARM SIGNAL OVER CUSTOMER'S TELECO SERVICE OR TRANSMISSION MODE FOR ANY REASON INCLUDING BUT NOT LIMITED TO NETWORK OUTAGE OR OTHER NETWORK PROBLEMS SUCH AS CONGESTION OR DOWNTIME, ROUTING PROBLEMS, OR INSTABILITY OF SIGNAL QUALITY. CUSTOMER UNDERSTANDS THAT SIGNAL TRANSMISSION FAILURE MAY OCCUR OVER CERTAIN TYPES OF TELECO SERVICES SUCH AS SOME TYPES OF DSL, ADSL, VOIP, DIGITAL PHONE, INTERNET PROTOCOL BASED PHONE OR OTHER INTERNET INTERFACE-TYPE SERVICE OR RADIO SERVICE, INCLUDING CELLULAR, WIRELESS OR PRIVATE RADIO, OR CUSTOMER'S PROPRIETARY TELECOMMUNICATION NETWORK, INTRANET OR IP-PBX, OR OTHER THIRD-PARTY EQUIPMENT OR VOICE/DATA TRANSMISSION NETWORKS OR SYSTEMS OWNED, MAINTAINED OR SERVICED BY CUSTOMER OR THIRD PARTIES. IF (1) THERE IS A LOSS OF NORMAL ELECTRIC POWER TO THE MONITORED PREMISES OCCURS (THE BATTERY BACK-UP FOR JOHNSON CONTROLS' ALARM PANEL DOES NOT POWER CUSTOMER'S COMMUNICATION FACILITIES OR TELECO SERVICE); OR (2) ELECTRONIC COMPONENTS SUCH AS MODEMS MALFUNCTION OR FAIL CUSTOMER UNDERSTANDS THAT JOHNSON CONTROLS WILL ONLY REVIEW THE INITIAL COMPATIBILITY OF THE ALARM SYSTEM WITH CUSTOMER'S TELECO SERVICE AT THE TIME OF INITIAL INSTALLATION OF THE ALARM SYSTEM AND THAT CHANGES IN THE TELECO SERVICE'S DATA FORMAT AFTER JOHNSON CONTROLS' INITIAL REVIEW OF COMPATIBILITY COULD MAKE THE TELECO SERVICE UNABLE TO TRANSMIT ALARM SIGNALS TO JOHNSON CONTROLS' CMC. IF JOHNSON CONTROLS DETERMINES IN ITS SOLE DISCRETION THAT CUSTOMER'S TELECO SERVICE IS COMPATIBLE, JOHNSON CONTROLS WILL PERMIT CUSTOMER TO USE ITS TELECO SERVICE AS THE PRIMARY METHOD OF TRANSMITTING ALARM SIGNALS, ALTHOUGH CUSTOMER UNDERSTANDS THAT JOHNSON CONTROLS RECOMMENDS THAT CUSTOMER ALSO USE AN ADDITIONAL BACK-UP METHOD OF COMMUNICATION TO CONNECT CUSTOMER'S ALARM SYSTEM TO JOHNSON CONTROLS' CMC REGARDLESS OF THE TYPE OF TELECO SERVICE USED. CUSTOMER ALSO UNDERSTANDS THAT IF JOHNSON CONTROLS DETERMINES IN ITS SOLE DISCRETION THAT CUSTOMER'S TELECO SERVICE IS, OR LATER BECOMES, NON-COMPATIBLE, OR IF CUSTOMER CHANGES TO ANOTHER TELECO SERVICE THAT IS NOT COMPATIBLE, THEN JOHNSON CONTROLS WILL REQUIRE THAT CUSTOMER USE AN ALTERNATE METHOD OF COMMUNICATION ACCEPTABLE TO JOHNSON CONTROLS AS THE PRIMARY METHOD TO CONNECT CUSTOMER'S ALARM SYSTEM TO JOHNSON CONTROLS' CMC. JOHNSON CONTROLS WILL NOT PROVIDE FIRE OR SMOKE ALARM MONITORING FOR CUSTOMER BY MEANS OTHER THAN AN APPROVED TELECO SERVICE AND CUSTOMER UNDERSTANDS THAT IT IS SOLELY RESPONSIBLE FOR ASSURING THAT IT USES APPROVED TELECO SERVICE FOR ANY SUCH MONITORING AND THAT IT COMPLIES WITH NATIONAL FIRE ALARM STANDARDS AND LOCAL FIRE CODES. CUSTOMER ALSO UNDERSTANDS THAT IF CUSTOMER'S ALARM SYSTEM HAS A LINE CUT FEATURE, IT MAY NOT BE ABLE TO DETECT ALARM SIGNALS IF THE TELECO SERVICE IS INTERRUPTED, AND THAT JOHNSON CONTROLS MAY NOT BE ABLE TO DOWNLOAD SYSTEM CHANGES REMOTELY OR PROVIDE CERTAIN AUXILIARY MONITORING SERVICES THROUGH A NON-APPROVED TELECO SERVICE. CUSTOMER ACKNOWLEDGES THAT ANY DECISION TO USE A NON-APPROVED TELECO SERVICE AS THE METHOD FOR TRANSMITTING ALARM SIGNALS IS BASED ON CUSTOMER'S OWN INDEPENDENT BUSINESS JUDGMENT AND THAT ANY SUCH DECISION IS MADE WITHOUT ANY ASSISTANCE, INVOLVEMENT, INPUT, RECOMMENDATION, OR ENDORSEMENT ON THE PART OF JOHNSON CONTROLS. CUSTOMER ASSUMES SOLE AND COMPLETE RESPONSIBILITY FOR ESTABLISHING AND MAINTAINING ACCESS TO AND USE OF THE NON-APPROVED TELECO SERVICE FOR CONNECTION TO THE ALARM MONITORING EQUIPMENT. CUSTOMER FURTHER UNDERSTANDS THAT THE ALARM SYSTEM MAY BE UNABLE TO SEIZE THE TELECO SERVICE TO TRANSMIT AN ALARM SIGNAL IF ANOTHER CONNECTION HAS DISABLED, IS INTERFERING WITH, OR BLOCKING THE CONNECTION.

A.3.1 Enhanced Maintenance Service Plan. Intentionally left blank - Services have not been purchased.

A.3.2 Expert Maintenance Service Plan ("Expert Maintenance"). 1. If Expert Maintenance is purchased, Johnson Controls will provide and bear the expense of maintenance/repair of the covered Equipment for issues related to normal wear and tear. The following are not covered under Expert Maintenance and any requested service will be provided on a time and materials basis: (a) window foil, (b) security screens, (c) product installed contrary to OEM specifications, (d) exterior wiring, (e) programming changes, (f) software updates/upgrades, unless

26-0008 Software Support Services are purchased, (g) consumables such as batteries and printer supplies are purchased, (h) "Conditions" not covered by Warranty shown below. Customer shall pay for any related labor and/or materials for such work at Johnson Controls' then applicable rates. Additional charges may apply for service requiring the use of a lift. Johnson Controls' obligation to perform Expert Maintenance service relates solely to the covered Equipment. 2. If Expert Maintenance is not purchased prior to the expiration of the Equipment Warranty, Johnson Controls will provide such Expert Maintenance only after inspecting the Equipment to be covered and making any necessary repairs or replacements to bring the Equipment/System into compliance with Johnson Controls' specifications and/or the standards set by applicable law. 3. Expert Maintenance will be furnished during Johnson Controls' "Normal Working Hours" (between 8:00 A.M. and 4:30 P.M. Monday through Friday, except holidays). Expert Maintenance performed outside of these hours is subject to additional charges. Provision of Expert Maintenance is conditioned upon the continued availability of system components/parts from the original equipment manufacturer ("OEM").

A.3.3 Optimum Maintenance Service Plan. Intentionally left blank - Services have not been purchased.

A.3.4 Essential Maintenance Service Plan. Intentionally left blank - Services have not been purchased.

A.4. Testing/Inspections Service ("T/I"). Intentionally left blank - Services have not been purchased.

A.5. Investigator Response Service. Intentionally left blank - Services have not been purchased.

A.6. Select View Managed Video Services/Interactive Video Monitoring Services. Intentionally left blank - Services have not been purchased.

A.6.1 Video/Audio Alarm Verification Service/Video Verification. Intentionally left blank - Services have not been purchased.

A.6.2 Video Guard Tour. Intentionally left blank - Services have not been purchased.

A.6.3 Video Escort. Intentionally left blank - Services have not been purchased.

A.6.4 Video Assist. Intentionally left blank - Services have not been purchased.

A.6.5 Video Audit. Intentionally left blank - Services have not been purchased.

A.6.6 Outdoor Interactive Video Monitoring Services. Intentionally left blank - Services have not been purchased.

A.6.7 Managed Video Portal. Intentionally left blank - Services have not been purchased.

A.6.8 Unattended Delivery – Alarm Based Video Monitoring. Intentionally left blank - Services have not been purchased.

A.6.9 Unattended Delivery – Live Video Monitoring of Process. Intentionally left blank - Services have not been purchased.

A.7. Closed Circuit Television ("CCTV")/Video Equipment. Intentionally left blank – no CCTV/Video Equipment has been purchased.

A.8. New York City Fire System. Intentionally left blank – covered system is not installed in NYC.

A.9. Vision/Vision with Auditing. Intentionally left blank - Service is no longer offered.

A.10. Hosted Access. Intentionally left blank - Services have not been purchased.

A.11. Data Hosting/Storage Services. Intentionally left blank - Services have not been purchased.

A.12. Data Hosting/Storage Services Encrypted. Intentionally left blank - Services have not been purchased.

A.13. Mobile Security Management ("MSM") Services. Intentionally left blank - Services have not been purchased.

A.13. Mobile Security Management ("MSM") Services. Intentionally left blank - Services have not been purchased.

A.14. Software Support Services – No Upgrades. Intentionally left blank - Services have not been purchased.

A.15. Lynx Network Duress and Emergency Notification System ("Lynx System"). Intentionally left blank – Lynx System/Services have not been purchased.

A.16. RFID Tracking System ("System"). Intentionally left blank – RFID Systems have not been purchased.

A.17. HID SEOS Mobile Credential Service ("Service"). Intentionally left blank – Service has not been purchased.

A.18. Customer For Life Program ("Service"). Intentionally left blank – Service has not been purchased.

A.19. Outdoor Radar Perimeter Protection. Intentionally left blank – System has not been purchased.

A.20. Self-Printing Service. Intentionally left blank – Service has not been purchased.

A.21. Audio Enabled Devices. Intentionally left blank – Equipment has not been purchased.

A.22. Proactive Health Services. Intentionally left blank - Services have not been purchased.

A.23. Automated Notification. Intentionally left blank - Services have not been purchased.

A.24. Remote Technical Services. Intentionally left blank - Services have not been purchased.

A.25. Anyvision Devices. Intentionally left blank – Equipment has not been purchased.

A.26. WhosOnLocation Service. Intentionally left blank - Services have not been purchased.

A.27. Vape Detection System. Intentionally left blank - Services have not been purchased.

A.28. Alcatraz Cloud Service. Intentionally left blank - Services have not been purchased.

A.29. CloudVue Service. Intentionally left blank - Services have not been purchased.

A.30. Visual Alarm Verification Service. Intentionally left blank - Services have not been purchased.

A.31. Halo Smart Sensor System. Intentionally left blank - System have not been purchased.

A.32. Embedded Resource Services. Intentionally left blank - Service have not been purchased.

A.33. Open Path System. Intentionally left blank - System or Service have not been purchased.

A.34. Open Eye Cloud Video Platform ("Open Eye Services"). Intentionally left blank - System or Service have not been purchased.

A.35. Sabre Systems Services. Intentionally left blank - System or Service have not been purchased.

A.36. Cantronic Telethermographic Device. Intentionally left blank - System or Service have not been purchased.

A.37. Digital 26-0000 Thermographic System. Intentionally left blank - System or Service 26-0000 purchased.

A.38. Installation and Lease Subscription Services for Evolv Express. Intentionally left blank - System or Service have not been purchased.

A.39. Installation and Purchase Subscription Services for Evolv Express. Intentionally left blank - System or Service have not been purchased.

A.40. Illustra Telethermographic System. Intentionally left blank - System or Service have not been purchased.

A.41. Wello Body Temperature Detection System. Intentionally left blank - System or Service have not been purchased.

A.42. ZKTECO Temperature System. Intentionally left blank - System or Service have not been purchased.

A.43. Milestone Video Surveillance Equipment. Intentionally left blank - System or Service have not been purchased.

A.44. SES Mobile-Based Keyless Access Control System. Intentionally left blank - System or Service have not been purchased.

A.45. Solink Cloud Video Services. Intentionally left blank - System or Service have not been purchased.

A.46. Qolsys Panel. Intentionally left blank - Panel have not been purchased.

A.47. GuardRFID. Intentionally left blank - Panel have not been purchased.

A.48. Purchase and Subscription Services for Motorola Concealed Weapons Detection System. Intentionally left blank - Panel have not been purchased.

A.49. Installation and Subscription Services for Motorola Concealed Weapons Detection System. Intentionally left blank - Panel have not been purchased.

A.50. Additional Services. If any other services, including but not limited to the following, are being furnished under this Agreement, Customer and Johnson Controls will enter into a separate Rider that will be attached to and incorporated as part of this Agreement: (a) Select Link - Immediate Response Information System (IRIS) (b) Managed Access Control (c) Electronic Article Surveillance ("EAS") (d) Guard Response Service (e) Radio Frequency Identification ("RFID") (f) Training Services (g) Watchman's Reporting Service.

B. Warranty (90-Day). 1. If the transaction type is "Direct Sale", any part of the System (as distinguished from the Firmware/Software) installed under this Agreement, including the wiring, which proves to be defective in material or workmanship within ninety (90) days of the date of completion of the installation ("Warranty Period"), will be repaired or replaced, at Johnson Controls' option with a new or functionally operative part. Materials required to repair or replace such defective components will be furnished at no charge during the Warranty Period. Warranty Services will be furnished during Johnson Controls' "Normal Working Hours" (between 8:00 A.M. and 4:30 P.M. Monday through Friday, except holidays). Warranty Service performed outside of these hours is subject to additional charges. 2. For "Johnson Controls-Owned" equipment/systems: (a) the equipment/systems are provided "AS IS" and without warranty; and (b) Customer is responsible to maintain such equipment/system in good working order.

3. The following "Conditions" are not covered by Warranty: (a) damage or extra service time needed resulting from accidents, acts of God, lightning, strikes, riots, floods, terrorism, acts of War, alteration, misuse, tampering or abuse, adjustments, repairs or maintenance not performed by Johnson Controls, or from parts, equipment, accessories, attachments or other devices not furnished by Johnson Controls; (b) Customer's failure to properly follow operating instructions provided by Johnson Controls or OEM; (c) adjustments necessitated by misalignment of video cameras, improper adjustment of monitor brightness and contrast tuning dials or insufficient light on the area viewed by the camera(s); (d) trouble due to interruption of Internet, telecommunications, and/or electrical service; (e) battery failure; (f) devices designed to fail in protecting the equipment/system, such as, but not limited to, fuses and circuit breakers; and (g) System modifications/customization requested by Customer. If Customer calls Johnson Controls for Warranty Service and Johnson Controls' representative finds that one of the "Conditions" has led to the inoperability or apparent inoperability of the Equipment/System or any component, Johnson Controls may bill Customer for the service call whether or not Johnson Controls actually works on the Equipment/System. If repairs are required due to one of the above "Conditions", Johnson Controls will charge Customer for such work on a time and materials basis at Johnson Controls' then applicable rates for labor and materials.

4. THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE CUSTOMER'S EXCLUSIVE REMEDY WITH RESPECT TO ANY AND ALL LOSSES OR DAMAGES RESULTING FROM ANY CAUSE WHATSOEVER, INCLUDING JOHNSON CONTROLS' NEGLIGENCE, IS REPAIR OR REPLACEMENT AS SPECIFIED ABOVE. JOHNSON CONTROLS WILL IN NO EVENT BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY NATURE, INCLUDING WITHOUT LIMITATION, DAMAGES FOR PERSONAL INJURY OR DAMAGES TO PROPERTY. HOWEVER OCCASIONED, WHETHER ALLEGED AS RESULTING FROM BREACH OF WARRANTY OR CONTRACT BY JOHNSON CONTROLS OR NEGLIGENCE OF JOHNSON CONTROLS OR OTHERWISE. Johnson Controls makes no and specifically disclaims all representations or warranties that the services, products, software or third party product or software will be secure from cyber threats, hacking or other similar malicious activity, or will detect the presence of, or eliminate, treat, or mitigate the spread transmission, or outbreak of any pathogen, disease, virus or other contagion, including but not limited to COVID 19.

5. Unless agreed to in writing by the parties, any technical support, assistance, or advice ("Technical Support") provided by JOHNSON CONTROLS, such as suggestions as to design use and suitability of the Equipment and products for the Customer's application, is provided in good faith, but Customer acknowledges and agrees that JOHNSON CONTROLS is not the designer, engineer, or installer of record. Any Technical Support is provided for informational purposes only and shall not be construed as a representation or warranty, express or implied, concerning the proper selection, use, and/or application of the Equipment and products. Customer assumes exclusive responsibility for determining if the equipment and products supplied by JOHNSON CONTROLS are suitable for its intended application and all risk and liability, whether based in contract, tort or otherwise, in connection with its application and use of the equipment and products.

C. System Requirements, Miscellaneous. 1. Vaults. Customer must ensure that any Customer vault protected by sound or vibration detector systems has the minimum construction characteristics prescribed by the Underwriters' Laboratories, Inc. 2. System Testing. Customer must test all detection devices or other electronic equipment according to procedures prescribed by Johnson Controls prior to setting the alarm system for closed periods and must notify Johnson Controls promptly if such equipment fails to respond to any such test. 3. Familiarization Period. UNLESS CUSTOMER HAS REJECTED THE FAMILIARIZATION PERIOD (EXCEPT WHERE A FAMILIARIZATION PERIOD IS REQUIRED BY LAW), CUSTOMER AGREES THAT: (a) DURING A FIVE (5) DAY FAMILIARIZATION PERIOD, OR SUCH PERIOD AS IS REQUIRED BY LAW, AND (b) FOLLOWING COMPLETION OF THE INSTALLATION AND THE COMMUNICATIONS CONNECTION TO JOHNSON CONTROLS' CMC (AND DURING ANY APPLICABLE EXTENSIONS), JOHNSON CONTROLS HAS NO OBLIGATION TO, AND WILL NOT, RESPOND TO ANY ALARM SIGNAL RECEIVED AT THE JOHNSON CONTROLS' CMC FROM CUSTOMER'S PREMISES DURING SUCH FAMILIARIZATION PERIOD. CUSTOMER ALSO AGREES THAT DURING SUCH PERIOD JOHNSON CONTROLS HAS NO OBLIGATION TO, AND WILL NOT, NOTIFY ANY AUTHORITIES, CUSTOMER, OR A PERSON ON CUSTOMER'S EMERGENCY CONTACT LIST, OR TAKE ANY OTHER ACTION WITH REGARD TO ANY ALARM SIGNAL JOHNSON CONTROLS RECEIVES, EVEN IF DUE TO AN ACTUAL EMERGENCY EVENT. 4. Special Equipment Requirements. If Customer requires installation or service of equipment in areas inaccessible without the use of lifts or cranes, or if non-standard conditions at the Customer site require special equipment for installation or service, Customer will provide such equipment, or will reimburse Johnson Controls for any applicable charges or fees. 5. Training Services. Johnson Controls provides initial training to Customer on use of the equipment installed at the time of installation. Thereafter, Customer may purchase additional training in one-hour increments at Johnson Controls' then current rate. 6. Site Preparation, Intrusion and Restoration. Unless otherwise noted herein, Customer is responsible for providing: (a) any necessary electric current, (b) an outlet within 10 feet of an alarm control panel, (c) telephone connections, (d) network drops, and (e) any required conduit, wiremold, or other raceway. (f) any required IP address assignments, and (g) additional network software licensing. The installation of the equipment/system may necessarily require cutting, bolting or fastening into Customer's floors, walls and/or ceilings. Johnson Controls shall not be responsible for any expenses related to intrusion, mold, fungi, bacteria, wet/dry rot, patching, floor or wall finishing, or paint, tile, carpet or wallpaper matching, restoration or replacement resulting from installation or service of the equipment/system. 7. Battery Powered Devices. Customer understands that any battery-powered motion detectors, smoke detectors, door and window contact transmitters and other detection sensors installed/serviced under this Agreement require batteries to operate. THESE BATTERY-POWERED DETECTION SENSORS WILL NOT OPERATE, AND THE ALARM WILL NOT SOUND, IF THE BATTERY ENERGY LEVEL OR CHARGE IS LOW, OR DEPLETED. It is Customer's sole responsibility to maintain and replace any batteries. Customer shall carefully read and follow the owner's manual, instructions and warnings for all such equipment and regularly inspect the sensors for dirt and dust buildup and test the sensors weekly to help maintain continued operation. 8. Customer is solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network") and shall supply Johnson Controls secure Network access for providing its services. Products networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Customer and/or end user against unauthorized access. Customer is responsible to take appropriate measures, including performing back-ups, to protect information, including without limit data, software, or files (collectively "Data") prior to receiving the service or products.

D. Electronic Media; Personal Information; Consent to Call, Text or Email. 1. Electronic Media. Either party may scan, fax, email, image, or otherwise convert this Agreement into an

26-0008 electronic format or form, now known or developed in the future. Any unaltered or 26-0008 copy of this Agreement produced from such an electronic format will be legally binding upon the parties and be equivalent to the original for all purposes, including litigation. Johnson Controls may rely upon Customer's assent to the terms and conditions of this Agreement, if Customer has signed this Agreement or has demonstrated its intent to be bound whether by electronic signature or otherwise. 2. Personal Information. Customer represents and warrants that Customer has obtained all consents and has the right to (a) disclose to Johnson Controls all personal information disclosed hereunder concerning individuals/employees or other third parties including all information contained in Customer's Emergency Call List ("ECL"); (b) permit Johnson Controls to collect (including consent to record telephone conversations with Johnson Controls), use, disclose and transfer such personal information; and (c) expressly authorizes Johnson Controls to use such personal information to administer the relationship and the agreement between Customer and Johnson Controls, including, but not limited to, contacting Customer personnel at the telephone numbers and/or email addresses provided; (i) using SMS, text, prerecorded messages, or automated calling devices to deliver messages to set/confirm a service/installation appointment; and/or (ii) to provide information or offers about products and services of interest to Customer. Customer acknowledges and agrees that Johnson Controls may share all such information with its parents, subsidiaries, affiliates and its/their successor corporations or any subcontractor or assignee, within and outside the country in which the Customer is located and thereby subject such information to the laws of such countries.

E. Limitation of Liability. 1. Johnson Controls is not an insurer. The amounts Johnson Controls charges Customer are not insurance premiums. Such charges are based upon the value of the Services, System and Equipment provided and are unrelated to the value of Customer's property, the property of others located in Customer's premises, or any risk of loss on Customer's premises. 2. Johnson Controls' services, systems and equipment do not cause and cannot eliminate occurrences of the events they are intended to detect or avert. Johnson Controls MAKES NO GUARANTY OR WARRANTY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, THAT THE SERVICES, SYSTEM OR EQUIPMENT SUPPLIED WILL DETECT OR AVERT SUCH EVENTS OR THE CONSEQUENCES THEREFROM. Accordingly, Johnson Controls and its suppliers do not undertake any risk that Customer's person or property, or the person or property of others, may be subject to injury or loss if such an event occurs. The allocation of such risk remains with Customer, not Johnson Controls nor its suppliers. Insurance, if any, covering such risk shall be obtained by Customer. Neither of Johnson Controls nor its suppliers shall have any liability for loss, damage or injury due directly or indirectly to events, or the consequences thereof, which the System or Services are intended to detect or avert. Customer shall look exclusively to its insurer and not to Johnson Controls or its suppliers to pay Customer in the event of any such loss, damage or injury. Customer releases and waives for itself and its insurer all subrogation and other rights to recover from Johnson Controls and its suppliers arising as a result of paying any claim for loss, damage or injury of Customer or another person.

3. If notwithstanding the provisions of this Section E, Johnson Controls and/or one or more of its suppliers are found liable for loss, damage or injury under any legal theory due to a failure of the Services, System or Equipment in any respect, the liability of Johnson Controls and its suppliers shall be limited to a sum equal to 10% of the Annual Service Charge or \$1,000, whichever is greater, as agreed upon damages and not as a penalty, as Customer's sole remedy. This will be the sole remedy because it is impractical and extremely difficult to determine the actual damages, if any, which may result from Johnson Controls' or its suppliers' failure to perform any of its obligations under this Agreement. If Customer requests, Johnson Controls may assume greater liability by attaching a Rider to this Agreement stating the extent of Johnson Controls' additional liability and the additional charges Customer will pay for Johnson Controls' assumption of such greater liability. However, such additional charges are not insurance premiums and Johnson Controls is not an insurer even if it enters into such a Rider.

4. The provisions of this Section E shall apply no matter how the loss, damage or injury or other consequence occurs, even if due to Johnson Controls' or its suppliers' performance or nonperformance of their respective obligations under this Agreement or from negligence, active or otherwise, strict liability, violation of any applicable consumer protection law or any other alleged fault on the part of Johnson Controls, its suppliers, agents or employees.

If any other person, including Customer's subrogating insurer, makes any claim or files any lawsuit against Johnson Controls or its suppliers in any way relating to the Services, System or Equipment that are the subjects of this Agreement, then Customer shall indemnify and hold Johnson Controls and its suppliers harmless from any and all such claims and lawsuits including the payment of all damages, expenses, costs and attorneys' fees.

5. No suit or action shall be brought against Johnson Controls or its suppliers, agents, employees, subsidiaries, affiliates or parents (both direct and indirect) more than one year after the incident that resulted in the loss, injury or damage occurred. Except as provided for herein, Johnson Controls' claims must also be brought within one year. Claims not subject to the one-year limitation include claims for unpaid: (1) contract amounts, (2) change order amounts (approved or requested) and (3) delays and/or work inefficiencies. 6. The provisions of this Section E shall apply to and benefit Johnson Controls and its agents, employees, contractors, subsidiaries, affiliates, parents (both direct and indirect), vendors, suppliers and affinity marketers. If this Agreement provides for a direct connection to a municipal police or fire department or other organization, then that department or other organization may also invoke the provisions of this Section E against any claims due to any failure of such department or organization. Johnson Controls and its suppliers are not responsible for the preservation of any computer programs or data and Customer is responsible for maintaining adequate back-ups.

F. Other Charges; Remedies; Default; Termination. 1. There may be a service charge to Customer for cancelled installation/service appointments if Customer cancels less than 24-hours prior to dispatch, or if Johnson Controls' representative is sent to the Customer's premises in response to a service call for false alarm or System malfunction caused by Customer's operation contrary to instructions, failure to close or properly secure a window, door or other protected point, or improper adjustment of monitors or accessory components. 2. Customer acknowledges and agrees that timely payments of the full amounts listed on invoices is an essential term of this Agreement and that Customer's failure to make payment in full when due is a material breach of this Agreement. Customer further acknowledges that if there is any amount outstanding on an invoice, it is material to Johnson Controls and will give Johnson Controls, without prejudice to any other right or remedy, the right to, without notice, (a) suspend, discontinue or terminate performing any Services and/or withhold further deliveries of equipment and other materials, terminate or suspend any unpaid software licenses, and/or suspend Johnson Controls' obligations under or terminate this Agreement and (b) to charge Customer interest on the amounts unpaid at a rate equal to the lesser of one and a half percent (1.5%) per month or the maximum rate permitted under applicable law, until payment is made in full; and (c) pay all of Johnson Controls' costs of collection, including (1) actual out of pocket expenses and (2) charge Customer a collection fee of twenty-five percent (25%) of the past due amount if collected through a collection agency or attorney and thirty-five percent (35%) if litigation is commenced to collect such past due amount. Johnson Controls' election to continue providing future Services does not, in any way, diminish Johnson Controls' right to terminate or suspend Services or exercise any or all rights or remedies under this Agreement. Johnson Controls shall not be liable for any damages, claims, expenses or liabilities arising from or relating to suspension of services for non-payment. In the event that there are exigent circumstances requiring Services or Johnson Controls otherwise performs Services at the premises following suspension, those Services shall be governed by the terms of this Agreement unless a separate contract is executed. If Customer disputes any late payment notice or Johnson Controls' efforts to collect payment, Customer shall immediately notify Johnson Controls in writing and explain the basis of the dispute. In the event of Customer's default, the balance of any outstanding amounts will be immediately due and payable. Installation Charge(s) are based on Johnson Controls performing the installation with its own personnel. If for any reason installation must be performed by outside contractors, Installation Charge(s) may be subject to revision. 3. If either party fails to perform any of its material obligations under this Agreement, the other party shall provide written notice thereof to the party alleged to be in default. Should the party alleged to be in default fail to respond in writing or take action to cure the alleged default within ten (10) days of receiving such written notice, the notifying party may terminate this Agreement by providing written notice of such termination. 4. In addition to any other remedies available to Johnson Controls, Johnson Controls may terminate this Agreement, or the affected portions, and discontinue any Service(s), at its sole discretion, upon notice to Customer if: (a) Johnson Controls' central monitoring center ("CMC") or remote operations center or either of these centers is substantially damaged by fire or catastrophe or if Johnson Controls is unable to obtain any connections or privileges required to transmit signals between the Customer's premises, Johnson Controls' CMC or the Municipal Fire or Police Department or other first responder; (b) Customer fails to follow Johnson Controls' recommendations for the repair or replacement of defective parts of the Equipment or System not covered under the Warranty or Service; (c) Customer's failure to follow the operating instructions provided by Johnson Controls results in System malfunction; (d) the premises in which the Equipment or System is installed are unsafe, unsuitable, or so modified or altered after installation as to render continuation of Service(s) impractical or impossible; (e) Johnson Controls' performance of its obligations becomes impracticable due to obsolescence or unavailability of systems, Equipment, or products (including component parts and/or materials) or because Johnson Controls or its supplier(s) has discontinued the manufacture or the sale of the Equipment and/or products or is no longer in the business of providing the Services; (f) Johnson Controls' performance of its obligations are prohibited because of changes in applicable laws, regulations or codes; (g) Customer fails to make payments when due; (h) in the event Johnson Controls is unable, after reasonable commercial efforts, to acquire and provide steel products, or products made from plastics or other commodities, if required to perform work required by this Agreement; (i) Customer fails to maintain any required licenses or permits; (j) Johnson Controls receives an excessive number of false alarms. In addition, if the Equipment or system continuously sends signals that Johnson Controls reasonably determines to be false or excessive, the Customer will be responsible for additional costs and fees incurred by Johnson Controls in receiving and/or responding to these signals. Johnson Controls will not be liable for any damages or subject to any penalty as a result of any such termination.

G. Hazardous Materials. For all projects except those involving new construction, Customer represents and warrants that to the best of Customer's knowledge the work site is free of any hazardous materials. The term "hazardous materials" includes but is not limited to asbestos, asbestos-containing material, polychlorinated biphenyl ("PCB"), formaldehyde or other potentially toxic or otherwise hazardous material. If any such substance is discovered on the work site, Johnson Controls will not be required to install or service the Equipment at such site unless and until Customer certifies the removal or safe containment of such hazardous materials. Customer shall indemnify, defend, and hold Johnson Controls, its officers, directors, agents, and vendors harmless from any damages, claims, injuries, liabilities resulting from the exposure of Johnson Controls' employees, contractors, or subcontractors to hazardous materials at the work site; provided, however, that the foregoing provision will not apply when it has been determined that such hazardous materials were brought to the work site by

H. Waivers. 1. Waiver of Jury Trial. CUSTOMER AND JOHNSON CONTROLS BOTH AGREE TO WAIVE THEIR RIGHT TO A JURY TRIAL IN ANY LEGAL PROCEEDING ARISING OUT OF OR IN ANY MANNER CONNECTED WITH OR RELATED TO THIS AGREEMENT. 2. Mutual SAFETY Act Waiver. Certain of Johnson Controls' systems and services have received Certification and/or Designation as Qualified Anti-Terrorism Technologies ("QATT") under the Support Anti-Terrorism by Fostering Effective Technologies Act of 2002, 6 U.S.C. §§ 441-444 (the "SAFETY Act"). As required under 6 C.F.R. 25.5 (e), to the maximum extent permitted by law, Johnson Controls and Customer hereby agree to waive their right to make any claims against the other for any losses, including business interruption losses, sustained by either party or their respective employees, resulting from an activity resulting from an "Act of Terrorism" as defined in 6 C.F.R. 25.2, when QATT have been deployed in defense against, response to, or recovery from such Act of Terrorism.

I. Miscellaneous. 1. Enforceability. If any of the provisions of this Agreement shall be determined to be invalid or unenforceable, the remaining provisions shall remain in full force and effect. 2. Paragraph and Section Headings, Captions, Counterparts. The headings and captions contained in this Agreement are inserted for convenience or reference only, and are not to be deemed part of or to be used in construing this Agreement. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same agreement. 3. FARs. Johnson Controls supplies "commercial items" within the meaning of the Federal Acquisition Regulations (FAR), 48 CFR Parts 1-53. As to any customer order for a U.S. Government contract, Johnson Controls will comply only with those mandatory flow-downs for commercial item and commercial services subcontracts listed either at FAR 52.244-6, or 52.212-5(e)(1), as applicable. 4. Export Control. Customer shall not export or re-export, directly or indirectly, any: (i) product or service provided under this Agreement; (ii) technical data; (iii) software; (iv) information; or (v) items acquired under this Agreement to any country for which the United States Government (or any agency thereof) requires an export license or other approval without first obtaining any licenses, consents or permits that may be required under the applicable laws of the U.S. or other foreign jurisdictions, including the Export Administration Act and Regulations and shall incorporate in all export shipping documents the applicable destination control statements. Customer shall, at its own expense, defend, indemnify and save Johnson Controls harmless from and against all third-party claims, liability, loss or damage (including attorneys' fees and other defense costs), assessed against or suffered by Johnson Controls as a result of an allegation or claim of noncompliance by Customer with this Section. The obligations contained in this Section shall survive the termination or expiration of this Agreement. 5. Insurance. Johnson Controls maintains comprehensive General Liability and Automobile Liability Insurance in amounts that meet or exceed: \$1,000,000 per incident - \$2,000,000 in the aggregate and Worker's Compensation coverage as required by law. Johnson Controls will not be required to provide a waiver of subrogation in favor of any party, nor will Johnson Controls be required to designate any party as a statutory employer for any purposes. 6. Johnson Controls Brand. Without exception, Johnson Controls-branded Signage, including yard signs, window stickers and warning signs will remain the property of Johnson Controls and may be removed by Johnson Controls at any time. Customer's right to display Johnson Controls-branded Signage is not transferable and ceases upon termination or expiration of this Agreement. 7. Resale. If Johnson Controls is connecting to a previously installed existing system, to the extent the previously installed existing system is Customer's property, it shall remain Customer's property.

J. System Software, Network Connections. 1. Any software provided with the System or in connection with the Services is proprietary to Johnson Controls and/or Johnson Controls' supplier(s) and is licensed or sublicensed to Customer on a non-exclusive basis. Customer may not (a) disclose the Software or source code to any third parties, (b) duplicate, reproduce, or copy all or any part of the Software, or (c) use the Software on equipment other than with the designated System with which it was furnished. A separate Software License Agreement or End User License Agreement between Johnson Controls and Customer and/or the software publisher may be required to use the software and/or obtain updates/upgrades. If the installed Equipment is to be connected to Customer's computer network ("Network"), Johnson Controls will furnish and install the software needed to run the Equipment and will connect the Equipment to the Network according to the Network settings supplied by Customer. Installation shall not include modifications to the Network, security, or firewall settings. Customer will supply a TCP/IP Ethernet network address and central processing unit per Johnson Controls specifications for access control system operation. Johnson Controls shall not be responsible for the setup, operation, or maintenance of the Network or Network performance or compatibility issues. Johnson Controls may assess additional charges, if Johnson Controls is unable to connect to the Network or if any additional Equipment is required to facilitate connectivity between the Network and the Equipment. 2. Open Source Software. Johnson Controls represents and warrants to the end user of the System that, to the extent the System includes any Open Source Software, the internal use and operation of the System by the end user will not create any obligation on the part of the end user under the terms of any Open Source License (i) to make any source code or object code available to third parties, or (ii) to license, disclose or otherwise make available to third parties any proprietary software, data or other information, or any associated intellectual property. As used herein, the term "Open Source Software" means any software, program, module, code, library, database, driver or similar component (or portion thereof) that is royalty free, proprietary software, the use of which requires any contractual obligations by the user such as, without limitation, that software that is subject to, distributed, transmitted, licensed or otherwise made available under any of the following licenses: GNU General Public License, GNU Library or "Lesser" Public License, Berkeley Software Distribution (BSD) license (including Free BSD and BSD-style licenses), MIT license, Mozilla Public License, IBM Public License, Apache Software License, Artistic license (e.g., PERL), Sun Industry Standards Source License, Sun Community Source License (SCL), Intel Open Source License, Apple Public Source License, or any substantially similar license, or any license that has been approved by the Open Source Initiative, Free Software Foundation or similar group (collectively, "Open Source Licenses").

K. Force Majeure. Johnson Controls assumes no liability for delays in installation of the Equipment or for the consequences therefrom, however caused. Johnson Controls shall not be liable, nor in breach or default of its obligations under this Agreement, for delays, interruption, failure to render services, or any other failure by Johnson Controls to perform an obligation under this Agreement, where such delay, interruption or failure is caused, in whole or in part, directly or indirectly, by a Force Majeure Event. A "Force Majeure Event" is a condition or event that is beyond the reasonable control of Johnson Controls, whether foreseeable or unforeseeable, including, without limitation, acts of God, severe weather (including but not limited to hurricanes, tornados, severe snowstorms or severe rainstorms), wildfires, floods, earthquakes, seismic disturbances, or other natural disasters, acts or omissions of any governmental authority (including change of any applicable law or regulation), epidemics, pandemics, disease, viruses, quarantines, or other public health risks and/or responses thereto, condemnation, strikes, lock-outs, labor disputes, an increase of 5% or more in tariffs or other excise taxes for materials to be used on the project, fires, explosions or other casualties, thefts, vandalism, civil disturbances, insurrection, mob violence, riots, war or other armed conflict (or the serious threat of same), acts of terrorism, electrical power outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials, supplies, or transportation, or any other cause or casualty beyond the reasonable control of Johnson Controls. If Johnson Controls' performance of the work is delayed, impacted, or prevented by a Force Majeure Event or its continued effects, Johnson Controls shall be excused from performance under the Agreement. Without limiting the generality of the foregoing, if Johnson Controls is delayed in achieving one or more of the scheduled milestones set forth in the Agreement due to a Force Majeure Event, Johnson Controls will be entitled to extend the relevant completion date by the amount of time that Johnson Controls was delayed as a result of the Force Majeure Event, plus such additional time as may be reasonably necessary to overcome the effect of the delay. To the extent that the Force Majeure Event directly or indirectly increases Johnson Controls' cost to perform the services, Customer is obligated to reimburse Johnson Controls for such increased costs, including, without limitation, costs incurred by Johnson Controls for additional labor, inventory storage, expedited shipping fees, trailer and equipment rental fees, subcontractor fees, compliance with vaccination requirements or other costs and expenses incurred by Johnson Controls in connection with the Force Majeure.

L. Assignment. This Agreement is not assignable by the Customer except upon written consent of Johnson Controls first being obtained. Johnson Controls shall have the right to assign this Agreement or to subcontract any of its obligations under this Agreement without notice to Customer.

M. Digital Enabled Services, Software and Hosted Software Services. If Johnson Controls provides Digital Enabled Services under this Agreement, these Digital Enabled Services require the collection, transfer and ingestion of building, equipment, system time series, and other data to Johnson Controls' cloud-hosted software applications. Customer consents to and grants Johnson Controls right to collect, ingest and use such data to enable Johnson Controls and its affiliates and agents to provide, maintain, protect, develop and improve the Digital Enabled Services and Johnson Controls products and services. Customer acknowledges that, while Digital Enabled Services generally improve equipment performance and services, Digital Enabled Services do not prevent all potential malfunction, insure against all loss, or guarantee a certain level of performance. Customer shall be solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network"), shall appropriately protect hardware and products connected to the Network and will supply Johnson Controls secure Network access for providing its Digital Enabled Services. As used herein, "Digital Enabled Services" mean services provided hereunder that employ Johnson Controls software and related equipment installed at Customer facilities and Johnson Controls cloud-hosted software offerings and tools to improve, develop, and enable such services. Digital Enabled Service may include, but are not limited to, (a) remote servicing and inspection, (b) advanced equipment fault detection and diagnostics, and (c) data dashboarding and health reporting. If Customer accesses and uses Software that is used to provide the Digital Enabled Services, the Software Terms (defined below) will govern such access and use.

Johnson Controls Digital Solutions. Use, implementation, and deployment of the software and hosted software products ("Software") offered under these terms shall be subject to, and governed by Johnson Controls' standard terms for such Software and Software related professional services in effect from time to time at www.johnsoncontrols.com/techterms (collectively, the "Software Terms"). Specifically, the Johnson Controls General EULA set forth at www.johnsoncontrols.com/buildings/legal/digital/general_eula governs access to and use of software installed on Customer's premises or systems and the Johnson Controls Terms of Service set forth at www.johnsoncontrols.com/buildings/legal/digital/general_tos govern access to and use of hosted software products. The applicable Software Terms are incorporated herein by this reference. Other than the right to use the Software as set forth in the Software Terms, Johnson Controls and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. The Software that is licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms herein and the Software Terms, the Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto.

Notwithstanding any other provisions of this Agreement, unless otherwise agreed, the following terms apply to Software that is provided to Customer on a subscription basis (i.e., a time limited license or use right), (each a "Software Subscription"): Each Software Subscription provided hereunder will commence on the date the initial credentials for the Software are made available (the "Subscription Start Date") and will continue in effect until the expiration of the subscription term noted in the applicable statement of work, order or other applicable ordering document. At the expiration of the Software Subscription, such Software Subscription will automatically renew for consecutive one (1) year terms (each a "Renewal Subscription Term"), unless either party provides the other party with a notice of non-renewal at least ninety (90) days prior to the expiration of the then-current term. To the extent permitted by applicable law, Software Subscriptions purchases are non-cancelable, and the sums paid nonrefundable. Fees for Software Subscriptions shall be paid annually in advance, invoiced on the Subscription Start Date and each subsequent anniversary thereof. Customer shall pay all invoiced amounts within thirty calendar days after the date of invoice. Payments not made within such time period shall be subject to late charges as set forth in the Software Terms. Unless otherwise agreed by the parties in writing, the subscription fee for each Renewal Subscription Term will be priced at Johnson Controls' then-applicable list price for that Software offering. Any use of Software that exceeds the scope, metrics or volume set forth in this Agreement and applicable SOW will be subject to additional fees based on the date such excess use began.

N. Privacy 1. Johnson Controls as Processor: Where Johnson Controls factually acts as Processor of Personal Data (as defined therein) on behalf of Customer, the terms at www.johnsoncontrols.com/dpa shall apply. 2. Johnson Controls as Controller: Johnson Controls will collect, process and transfer certain personal data of Customer and its personnel related to the business relationship between it and Customer (for example names, email addresses, telephone numbers) as controller and in accordance with Johnson Controls' Privacy Notice at <https://www.johnsoncontrols.com/privacy>. Customer acknowledges Johnson Controls' Privacy Notice and strictly to the extent consent is mandatorily required under applicable law, Customer consents to such collection, processing and transfer. To the extent consent to such collection, processing and transfer by Johnson Control is mandatorily required from Customer's personnel under applicable law, Customer warrants and represents that it has obtained such consent.

O. Dispute Resolution: Johnson Controls shall have the sole and exclusive right to determine whether any dispute, controversy or claim arising out of or relating to the Agreement, or the breach thereof, shall be submitted to a court of law or arbitrated. The laws of Delaware shall govern the validity, enforceability, and interpretation of this Agreement, without regard to conflicts of law principles thereof, and the exclusive venue for any such litigation or arbitration shall be in Milwaukee, Wisconsin. The parties waive any objection to the exclusive jurisdiction of the specified forums, including any objection based on forum non conveniens. In the event the matter is submitted to a court, Johnson Controls and Customer hereby agree to waive their right to trial by jury. In the event the matter is submitted to arbitration by Johnson Controls, the costs of arbitration shall be borne equally by the parties, and the arbitrator's award may be confirmed and reduced to judgment in any court of competent jurisdiction. Except as provided below, no claim or cause of action, whether known or unknown, shall be brought by either party against the other more than one year after the claim first arose. Claims not subject to the one-year limitation include claims for unpaid: (1) contract amounts, (2) change order amounts (approved or requested) and (3) delays and/or work inefficiencies. Customer will pay all of Johnson Controls' reasonable collection costs (including legal fees and expenses).

P. Johnson Controls License Information: AL 1498, 1499, 1500, 1501, 1502, A-0244, The Security Industry is governed by the rules and regulations of the Alabama Electronic Security Board of Licensure. If you would like information on these rules and regulations or would like to register a complaint you can contact the Board at: AESBL 7956 Vaughn Rd., Montgomery 36116, (334) 264-9388 Fax: 334-264-9332 AK 125516; 1058473, 5430 Fairbanks Street, Suite 7 Anchorage, AK 99507 AR 0000199, 0030740118 Regulated by Arkansas Bd. of Private Investigators & Private Security Agencies, #1 State Police Plaza Dr., Little Rock 72209, (501) 618-8600 AZ ROC281489, 18267-0 CA 977249; alarm company operators are licensed and regulated by the Bureau of Security & Investigative Services, Dept. of Consumer Affairs, Sacramento, CA 95814 CT 0106099-L5 DC ECS1327 FL EF20000890, EF20000341, EF0000478 GA LVA002833, LVA205386, LUV004635 HI CT-32427 ID PWC-C-12256-A-4, RCE-33602, EC012834 IL 127001526, 128000247, 128000246, 128000243 LA 24889, F523, F489 MA 401-C, MI 3601206912, A-0352, A-0170, 3602206914, A-0638, 3602206913, A-1058, A-1199 Whitcomb Avenue Madison Heights, MI 48071; MN TS651063 MS 15024088, 19530-SC NC 846-CSA, 28510-SP-FA/LV, 19385-SP-FA/LV, 27353-SP-FA/LV, 19718-SP-FA/LV, 24191-SP-FA/LV, 22850-SP-FA/LV 101 Industrial Drive, Ste 104 Raleigh, NC 27069; (919) 788-5320 NJ 34BF00050200, P00451, 607013 NM 375283 NV 0077542, F470, F469, NY 12000327404, Licensed by NYS Dept. of State OH E16782, 50-18-1052, 50-25-1050, 50-48-1032, 50-57-1119, 53-31-1582 OK AC-67 OR CLE-322, 197010, AC-67 PA Pennsylvania Home Improvement Contractor Registration Number; PA010083 RI 18004, AF-09170 TN ACC1704, ACC1705, ACC1707 ACC1708, ACC1709, ACC710, ACC1711 TX B00536, 4200 Buckingham Road Ste 150, Ft. Worth, TX 76115 - Dept of Public Safety, Private Security 5805 N Lamar Blvd, Austin 78752, ACR-1460 UT 8390557-6501 VA 11-7587, 11-7575, 11-7591, 11-7573, 11-7589, 11-7578, 2705147765 WA JHNSCS837N4, 19625 62nd Ave South, Ste C112 Kent WA 98032 WV 050291. The foregoing list shows only those license numbers Johnson Controls Security Solutions LLC ("Johnson Controls") is required by law to include on marketing materials. A comprehensive list of licenses held by Johnson Controls is available on www.johnsoncontrols.com. California Customers Only: Upon completion of the installation of the alarm system, the alarm company shall thoroughly instruct the purchaser in the proper use of the alarm system. Failure by the licensee, without legal excuse, to substantially commence work within 20 days from the approximate date specified in the agreement when the work will begin is a violation of the Alarm Company Act.

26-0008

26-0008



COMMERCIAL SALES AGREEMENT

TOWN NO.
0047-KNOXVILLE, TN

CUSTOMER NO.
104709905

JOB NO.

PO NO.

ESTIMATE NO.
1-96G34HL

ADDITIONAL TERMS AND CONDITIONS

DATE: 7/3/2025

Johnson Controls Security Solutions LLC ("Johnson Controls")

Shawn McIvor
6125 Heritage Park Dr,
Chattanooga, TN 37416
Tele. No.

County of Anderson

d/b/a:

("Customer")

Customer Billing Information

100 N Main St, Room 214

Clinton, TN 37716

Attn:

Tele. No.

Customer Premises Served

710 N Main Suite 200,

Clinton, TN 37716

Attn: Phyllis Goodman

Tele. No.

Notwithstanding anything in the Agreement to the contrary, Johnson Controls and Customer agree as follows:

All other terms and conditions of the Agreement, except those expressly modified herein, shall remain in full force and effect.

JOHNSON CONTROLS SECURITY SOLUTIONS LLC

Presented by: _____
(Signature of Johnson Controls Sales Representative)

Sales Agent: Shawn McIvor
Sales Representative Registration Number (if applicable) _____

CUSTOMER: _____

Accepted By: _____
(Signature of Customer's Authorized Representative)

(Name Printed)

Title: _____

Date Signed: _____

NON-EMERGENCY MEDICAL TRANSPORTATION SERVICE AGREEMENT

THIS AGREEMENT made and entered into this as of February 5, 2025 (the "Effective Date"), by and between **ANDERSON COUNTY EMERGENCY MEDICAL SERVICE** ("Provider") and **METHODIST MEDICAL CENTER OF OAK RIDGE** ("Facility").

WITNESSETH:

WHEREAS, Facility requires professional non-emergency ambulance transportation services for the transport of its patients to and from its imaging center and its radiological oncology department in addition to certain other healthcare transportation services; and

WHEREAS, Provider desires to provide such services and has the necessary equipment, training, expertise, professional certifications and licenses to provide such services.

Now, therefore, in consideration of the foregoing recitals, mutual covenants and promises, and provisions set forth herein, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

ARTICLE I RESPONSIBILITIES OF PROVIDER

1.1 Services. Upon the request and authorization by designated Facility personnel, Provider agrees to provide Facility with non-emergency ambulance and other transportation services pursuant to the terms and conditions set forth in this Agreement ("Services). Specifically:

a. Facility Affiliated Transports. Provider shall provide sufficient ambulances and/or other medical transport vehicles as may be appropriate to transport Facility's patients between Facility's main campus, located at 990 Oak Ridge Turnpike, Oak Ridge, Tennessee, and Facility's outpatient diagnostic center located at 944 Oak Ridge Turnpike, Oak Ridge, Tennessee, Facility's cancer center located at 102 Vermont Avenue, Oak Ridge, Tennessee, The Eye Center of Oak Ridge located at 90 Vermont Avenue, Oak Ridge, Tennessee, and other Facility affiliated locations as needed.

b. Other Transports. Upon prior mutual agreement, which shall be on a case by case basis and shall include whether Facility is financially responsible for the transport, Provider shall provide ambulances and/or other medical transport vehicles as may be appropriate to transport Facility's patients to other destinations as mutually agreed upon in advance between Facility and Provider.

1.2 Availability and Timeliness of Services. Provider shall be available to provide Services during regular business hours (7:00 a.m. to 5:00 p.m., Monday through Friday). Provider shall provide all health care transportation services on a timely basis as expeditiously as possible to the designated location. Provider and Facility shall establish a mutually agreeable schedule for Provider to pick up patients in need of transport. Provider shall maintain sufficient personnel who have the requisite training, skills and experience to meet this obligation and shall provide, properly maintain and service all supplies, equipment and vehicles required for the provision of Services. Facility acknowledges that, on occasion, emergent calls requiring the use of Provider's personnel and vehicles may arise and require the rescheduling of the Services. In the event emergent calls require Provider to reschedule, Provider shall communicate with Facility with as much prior notice as possible to inform Facility of the inability to make the scheduled transport and to reschedule a new time, which shall be within 2 hours of the originally scheduled time if possible. In the event of a major disaster requiring the evacuation of Facility's patients, Provider shall, subject to equipment and manpower availability, utilize its resources to provide Facility support and convalescent transportation. Target goals and key measures are attached hereto as Exhibit A.

1.3 Professional Standards and Credentials. All Services furnished by Provider shall be rendered in full compliance with all applicable federal, state and local laws, rules and regulations. It shall be Provider's sole responsibility to determine which laws, rules, and regulations apply to the services rendered under this Agreement, and to maintain compliance at all times. Provider shall ensure that all Services are provided in a safe and effective manner which meet or exceed the current standards for providers of such Services. Specifically, Provider represents and warrants the following:

a. Licensure. Provider represents and warrants that it has and will maintain in good standing during the term of this Agreement all federal, state and local licenses, registrations, and certifications required by law to provide Services and shall, upon Facility's request, provide evidence of such licenses, registrations, and certifications.

b. Background Checks. Provider shall obtain criminal background checks on all personnel who have direct contact with Facility patients or access to Facility patients' records. Unless state law specifies otherwise, Provider shall obtain the background check within three months of the date of employment for all states that the individual has lived or worked in the past three years. If an employee must obtain a background check as a condition of the employee's licensure, Provider is not obligated to obtain an additional background check as long as the employee's license is current. No potential candidate who have been found to have engaged in improper or illegal conduct relating to the elderly, children or vulnerable individuals shall be employed to provide Services under this Agreement.

c. Qualifications of Personnel. Provider represents and warrants that its personnel providing Services under this Agreement are duly licensed, credentialed, certified and/or registered as may be required under state laws and that such personnel possess the education, skills, training and other qualifications necessary to provide

Services. Provider shall ensure that personnel keep current with these qualifications, and upon Facility's request, shall provide proof of an individual's qualifications to provide Services.

d. **Disciplinary Action.** Provider represents and warrants that neither it nor any of its personnel is under suspension or subject to any disciplinary proceedings by any agency having jurisdiction over professional activities of Provider or its personnel and is not under any formal or informal investigation by such department or agency for possibly disciplinary action.

e. **Exclusion from Medicare or Medicaid.** Provider represents and warrants that neither Provider nor its personnel has been, at any time, excluded from participation in any federally funded health care program including, without limitation, Medicare or Medicaid. Neither Provider nor its personnel have been convicted or found to have violated any federal or state fraud and abuse or illegal remuneration laws.

f. **Coordination of Care and Cooperation with Complaints.** Provider shall, when requested, participate in any meetings for the coordination, supervision and evaluation by Facility of the provision of Services. Facility and Provider shall communicate with one another regularly via phone, fax, email and/or in person as needed for each particular Facility patient. In the event of any complaint or grievance filed by or with respect to a Facility patient receiving Services, or any investigation initiated by any governmental agency, or any litigation commenced against Facility in connection with the Services, Provider shall fully cooperate with Facility to respond to and resolve the same in a timely and effective manner. Provider shall also cooperate fully with any insurance company providing protection to Facility in connection with investigations in connection with the Services.

1.5 **Availability of Records.** Provider shall make any and all records related to this Agreement available for inspection and/or audit upon request by Facility, not to exceed one time per calendar year.

1.6 **Equipment Records.** Provider shall document the receipt of any Facility owned equipment necessary for the convenient transfer of patients, assume custody for such during the transfer, and return such to Facility as soon as practicable after the transfer.

1.7 **Patient Valuables.** Provider shall document the receipt of patient valuables, assure custody for such upon receipt, and deliver such to a responsible party at Facility or other destination as appropriate.

1.8 **Documentation Records.** Provider shall retain for a period of four (4) years after the furnishing of services as described in this Agreement, and provide upon request to the Secretary of Health and Human Services of the Comptroller General or any of their duly authorized representative, the Agreement, books, documents, and records necessary to certify the nature, extent, and cost of provided services

- a. Any provision of this Agreement performed under a sub-contractual agreement valued at \$10,000 or more over a 12-month period shall also be retained for a period of four (4) years following receipt of services, and Provider shall afford the Secretary of Health and Human Services or the Comptroller General access to the sub-contractual agreement, as well as to the subcontractor's books, documents and records necessary to verify the nature, extent and costs of the subcontract.
- b. The above provision is included pursuant to Section 186(v)(1)(I) of the Social Security Act, and the inapplicability hereto shall nullify its force and effect for purposes of this Agreement.

1.9 Patient's Rights for Ambulance Service. Provider shall not discriminate in the provision of covered medical services hereunder, whether on the basis of a person's age, sex, marital status, sexual orientation, race, color, religion, ancestry, national origin, disability, handicap, health status, or other unlawful basis including, without limitation, the filing by a person of any complaint, grievance or legal action against Facility, Provider, or payor.

ARTICLE II RESPONSIBILITIES OF FACILITY

2.1 Exclusive Use. Facility agrees that, where ambulance transport is required or needed, Provider shall be the exclusive ambulance provider used by Facility for the transportation of Facility patients unless the patient or the patient's representative requests another duly licensed and approved ambulance or patient transport service. It will be mutually agreed upon by Facility and Provider to provide the appropriate level of transportation based upon medical necessity. Notwithstanding the foregoing, if (i) Provider is unable to provide transport at a mutually agreed upon scheduled time and (ii) Provider does not reschedule and pick up the intended patient for transport within 2 hours of the originally scheduled time or within receiving facility patient intake hours, then Provider agrees that Facility may arrange for transport through an alternate medical transport provider and agrees to give all necessary telephonic approvals to said alternate medical transport provider. Facility agrees that when Facility contacts an alternate medical transport provider to arrange for a transport, Facility will also contact Provider to inform Provider of the alternate arrangement.

2.2 Designation of Authorized Facility Representatives/Information Sharing. Facility shall designate Facility personnel to request, coordinate and supervise the provision of Services under this Agreement. Such personnel shall be available 24 hours per day, 7 days per week for consultation with Provider concerning a Facility patient's plan of care. Facility shall provide Provider with a list of the Facility personnel available for such consultation and a list of the Facility personnel authorized to request Services under this Agreement. Facility shall provide for the ongoing sharing of information with Provider and shall provide Provider with the information necessary to render Services under this

Agreement. Facility shall provide Provider with copies of Facility's policies and procedures applicable to the provision of Services and shall meet with Provider to review such policies and procedures as necessary. Facility shall notify Provider of each Facility patient's coverage status for Services.

2.3 Billing and Payment.

a. For transports under Section 1.1(a) of this Agreement, Facility shall pay Provider in accordance with the terms of Exhibit B attached hereto. Provider shall have no right under any circumstances to bill any patient or patient representative for such services even under circumstances where Facility fails to make payment as required by this Agreement. Provider's sole recourse shall be against Facility.

b. For those for transports under Section 1.1(b) of this Agreement for which Facility has agreed to be financially responsible, Facility shall pay Provider in accordance with the terms of Exhibit B, and Provider shall have no right under any circumstances to bill any patient or patient representative for such services even under circumstances where Facility fails to make payment as required by this Agreement. Provider's sole recourse shall be against Facility.

c. Provider shall invoice Facility on a monthly basis, and Facility shall make payment within forty-five (45) days after receipt of invoice. Notwithstanding anything in this Section or this Agreement, Facility will not be responsible for invoices received more than 180 days after the transport date.

2.4 Cooperation with Complaints. In the event of any complaint or grievance filed by or with respect to a Facility patient receiving Services, or any investigation initiated by any governmental agency, or any litigation commenced against Provider in connection with the Services, Facility shall fully cooperate with Provider to respond to and resolve the same in a timely and effective manner. Facility shall also cooperate fully with any insurance company providing protection to Provider in connection with investigations in connection with the Services.

ARTICLE III TERM AND TERMINATION

3.1 Term. The term of the Agreement shall commence at the Effective Date and shall continue for a period of three (3) years, with an option to extend the Agreement for an additional three (3) year term upon mutual agreement of the parties.

3.2 Termination. The Agreement may be terminated upon the following:

- a. Immediately upon mutual written agreement of the parties.
- b. Immediately at the option of either party if the non-terminating party or its personnel are excluded from any federal health program or no longer possess the

necessary qualifications, certifications, and/or licenses required by federal, state and/or local laws to conduct its business.

- c. At the option of either party upon 90 days prior written notice.

ARTICLE IV OTHER PROVISIONS

4.1 Mutual Indemnification. Each party hereby agrees to indemnify and hold harmless and defend the other party from and against any and all claims, suits, damages, fines, penalties, liabilities, losses, damages, costs and expenses (including reasonable attorney fees and court costs) resulting from or arising out of, any claimed willful or negligent act or omission, fault, or misconduct by the indemnifying party or any of its officers, directors, agents, employees and volunteers pertaining to the Services hereunder.

4.2 Insurance. Each party shall maintain, at its own expense, professional liability insurance and comprehensive general liability insurance in amounts equal to at least \$1,000,000 for each claim and \$3,000,000 annual in the aggregate. Each party agrees to furnish the other party with satisfactory evidence of such insurance upon request. Each party shall immediately advise the other party of any termination of such insurance or any reduction in the amount of such insurance.

4.3 Confidentiality. Each party acknowledges that as part of its performance under this Agreement, it may be required to disclose to the other party certain information pertaining to Facility patients ("Patient Information") and may be also required to disclose to the other party certain business or financial information (collectively, with the Patient Information, the "Confidential Information")/ shall maintain the confidentiality of all patient information and the proprietary information of the other party (including the terms of this Agreement) which is acquired in the course of providing Services. Each party agrees that it shall treat the Confidential Information herein described with the same degree of care it affords its own similarly confidential information and shall not, except as specifically authorized in writing by the other party or as otherwise required by law, disclose or provide any Confidential Information to any person or entity. If a party discloses the other party's Confidential Information, the non-disclosing party shall be entitled to injunctive relief in addition to all other remedies that may be available. This section shall survive the termination of this Agreement.

4.6 Use of Name or Marks. Neither party shall have the right to use the name, symbols, trademarks or service marks of the other party in advertising or promotional materials or otherwise without receiving the prior written approval of such other party; provided, however, that either party may use the name, symbols or marks of the other party in written materials previously approved by the other party for the purpose of informing

prospective Facility patients and attending physicians of the availability of the Services described in this Agreement.

ARTICLE V MISCELLANEOUS PROVISIONS

5.1 Independent Contractor. It is understood and agreed that the personnel of Provider and Facility shall not be considered agents or employees of the other and shall not be under the supervision, management, direction or control of the other in the performance of their duties, except as may be required by Tennessee Department of Health rules and regulations, if applicable. The employees of each party are not entitled to any of the benefits that the other party provides for its employees.

5.2 Governing Law. The laws of the state of Tennessee will govern any dispute arising from or relating to this Agreement. The parties submit to the jurisdiction of the state of Tennessee and the state and federal courts in Knox County, Tennessee, and agree that any legal action or proceeding relating to this Agreement shall be brought in those courts.

5.3 Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their respective successors, assigns or other legal representatives.

5.4 Assignment. No right or obligation hereunder may be assigned or delegated to a third party without the express prior written consent of the other party hereto, and any attempted assignment without such consent shall be null and void.

5.5. Legal Fees. In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Agreement, or on account of any breach or default hereof, the prevailing party shall be entitled to receive from the other party, reasonable attorney's fees, costs and expenses related to such action.

5.6 Severability. This Agreement is severable, and in the event that any one or more of the provisions hereof shall be deemed invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

5.7 Waiver. The waiver of either party of a breach or violation of any provision in this Agreement shall not operate or be construed as a waiver of any subsequent breach or default, or as a waiver of any such provisions, rights or privileges hereunder.

5.8 Notices. Any notice required or permitted to be given pursuant to any provision of this Agreement shall be given in writing, and either delivered in person,

deposited in the United States mail, postage pre-paid, registered or certified mail, return receipt requested, properly addressed, or by a nationally recognized overnight courier service, to the following addresses:

Anderson County Emergency Medical Service

Methodist Medical Center of Oak Ridge
990 Oak Ridge Turnpike
Oak Ridge, Tennessee 37831
Attn: CAO

The notification addresses listed above can be changed by either party with proper notice as listed above.

5.9 Construction. The headings and captions appearing in this Agreement have been inserted for the purposes of convenience and ready reference, and do not purport to and shall not be deemed to define, limit or extend the scope or intent of the provisions to which they appertain. This Agreement shall not be construed more strongly against either Party regardless of which Party is more responsible for its preparation.

5.10 Entire Agreement. This Agreement constitutes the entire agreement and understanding between the parties with respect to the subject matter hereof and supersedes any previous agreement or understanding, whether oral or otherwise. No modification of this Agreement shall be valid, unless in writing and signed by each party hereto.

5.11 Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original but all of which shall constitute one of the same instrument.

(signatures on following page)

**ANDERSON COUNTY EMERGENCY
MEDICAL SERVICE**

Name: _____

Title: _____

**METHODIST MEDICAL CENTER
OF OAK RIDGE**

Name: _____

Title: _____

EXHIBIT A

GOALS & KEY MEASURES FOR ANDERSON COUNTY EMERGENCY MEDICAL SERVICE

Quality

Actual and perceived quality will be recognized by the patients requiring medical transport.

A. Response Time

1. Ambulance shall wait for the patient if the procedure is twenty (20) minutes or less (90% target).
2. Response time for unscheduled patients shall be less than thirty (30) minutes (90% target).
3. Ambulance attendants may leave patients for services, but must return for timely pick-ups. Return time will be specified when the patient is left. Wait time of ten-fifteen (10-15) minutes is reasonable as an exception, but should not be a routine occurrence. Special cause emergencies are understood. (90% target)

B. Competency

1. Provider will provide an annual in-service to Provider staff on IV pumps. Proficiency and competency will be demonstrated by the Provider staff at this in-service.

EXHIBIT B

Transportation Services Compensation

100% of applicable Medicare Fee Schedule amount

**LEASE AGREEMENT
(184 RALEIGH ROAD – ANDERSON COUNTY EMS STATION #2)**

This Lease Agreement, hereinafter referred to as this "Lease," is made and entered into effective as of this the _____ day of _____, 2025, hereinafter the "Effective Date," by and between the City of Oak Ridge, Tennessee, hereinafter referred to as the "City," and Anderson County, Tennessee, on behalf of Anderson County Emergency Medical Services, hereinafter referred to as the "County."

RECITALS:

WHEREAS, the City is the owner of 184 Raleigh Road, Oak Ridge, Tennessee (Anderson County Tax Map 099K B 040.00), which is currently occupied by the County and operated as Anderson County Emergency Medical Services Station 2 as part of the County's ambulance service responsibilities to the City; and

WHEREAS, the City and the County desire to set forth a formal lease agreement for the County's use of the building and property over the next few years as the County transitions over to a new facility.

NOW, THEREFORE, the City and the County, for the considerations hereinafter mentioned, do hereby agree as follows:

Section 1. Incorporation of Recitals

The Recitals set forth above are incorporated into the body of this Lease as if fully set forth herein.

Section 2. Premises

The City hereby leases to the County the City-owned real property known as Anderson County Tax Map 099K B 040.00 with a street address of 184 Raleigh Road, Oak Ridge, Tennessee 37830, and the building located thereupon, all collectively referred to as the "Premises." The County has inspected and accepts the Premises as suitable for the permitted use.

Section 3. Permitted Use

The Premises shall be used by the County for the operation of an emergency medical services (ambulance) station, known as Anderson County EMS Station 2, and for no other purpose without the City's advanced express written consent. The County expressly covenants, represents, warrants, and agrees that the Premises shall be used and occupied only for the permitted use. Violation of this covenant shall be deemed a material breach of this Lease. In the event of a breach of this Lease by the County, the City shall have the right to invoke any and all remedies under this Lease and any remedies allowed by law or in equity by reason of such breach by the County.

Section 4. Initial Term; Renewal; and Termination

A. Initial Term. The term of this Lease begins upon the Effective Date of this Lease through June 30, 2026.

B. Renewal. This Lease shall automatically renew up for to three (3) additional fiscal years (July 1 – June 30) options. In the event either party desires to not renew this Lease, the party desiring non-renewal shall notify the other party in

writing of such non-renewal at least thirty (30) calendar days in advance of the end date of the current term (no later than May 31st of the current term).

- C. Termination. At least ninety (90) calendar days prior to the expiration of the term, the parties may negotiate a succeeding lease agreement, which lease agreement will require new terms and conditions.
- D. Termination for Convenience. The City and the County may terminate this Lease in whole or in part whenever determined that such action is in the best interest of either party. In the event of termination in whole or in part, the City or the County shall provide not less than one hundred twenty (120) calendar days' written notice in advance to the other party

Section 5. Rent

The rent amount due is \$1.00 per fiscal year (July 1 – June 30), payable in advance, with the first payment due July 1, 2025.

Section 6. County Responsibilities

- A. Telecommunications. Any telecommunications necessary or desired by the County to occupy the Premises, including but not limited to telephone, internet, and cable, are the sole responsibility of the County. Notification shall be given to the City in advance of any installation and work must be completed by appropriately licensed/certified personnel.
- B. Security. The County is permitted to install security measures to protect the Premises from burglary; however, said security system shall be maintained and paid for by the County. Notification shall be given to the City in advance of any installation and work must be completed by appropriately licensed/certified personnel.
- C. Trash Removal. The County is responsible for removal of refuse from the Premises.
- D. Custodial Services. The County is responsible for custodial services for the interior of the Premises to maintain cleanliness, including but not limited to cleaning, mopping, and vacuuming flooring, cleaning windows, sanitizing the Premises' restroom fixtures, and stocking the Premises' restrooms.
- E. Pest Control. The County is responsible for pest control for the interior and exterior of the Premises. It is the County's responsibility to ensure proper measures are taken within the Premises to not attract pests, such as maintaining a clean environment, promptly removing trash, and not leaving food out.
- F. Insurance. The County is responsible for insuring the County's personal property and equipment. The County shall have the City listed as an additional insured on the County's insurance policy and shall provide the City with a certificate of insurance evidencing such coverage and additional insured status shall be noted on the certificate.
- G. Alterations. In the event the County desires to perform alterations to the Premises, the County shall notify the City in writing describing in detail the desired alterations and the desired timeline. If alterations are approved by the City, the County's contractor for the work shall coordinate the work with the City

and shall follow all required measures put into place by the City for said work. Said approval from the City shall not be unreasonably withheld or delayed.

- H. Snow/Ice Removal. It is the responsibility of the County to remove snow and ice from the Premises' exterior, including sidewalks and driveways.
- I. Notification of Needed Maintenance or Repairs. The County is responsible for notifying the City of any needed maintenance or repairs to the Premises in a timely manner that are noticed by the County.

Section 7. City Responsibilities

- A. Insurance. The City is responsible for insuring the Premises in the same manner as the City does for all other city-owned buildings. The City has no obligation or responsibility to, and shall not, provide insurance for the County's personal property, equipment, or personnel.
- B. Utilities. The City is responsible for the following utilities for the Premises: water, sewer, electricity, and gas.
- C. Lawn Maintenance/Mowing. It is the responsibility of the City to mow the Premises in the same manner as the City mows other City-owned properties.
- D. Building Systems.
 - 1. Water, Sewer, and Electric Systems. The City is responsible for maintenance and repairs of all water lines, sewer lines, and electric wires on the Premises, including those inside the building that serve the Premises.
 - 2. Heating, Ventilation, and Air-Conditioning (HVAC). The City shall maintain, service, and replace when necessary, the HVAC system in accordance with the manufacturers' recommendations, including routine replacement of filters and cleaning ductwork in the same manner as the City performs such service for other City-owned properties.
- E. Structural Component Maintenance. The City is responsible for maintenance of the structural components of the building within which the Premises resides, which includes the roof, walls, and foundation.

Section 8. City Access to Premises

Upon reasonable and proper notice, the Premises shall be accessible for inspection by the City or its contractors to determine whether the requirements of this Lease are met. The City shall have access to the Premises at any time, with or without notice, in the event of an emergency or if needed to maintain the integrity, safety, or security of the building or any of its components.

Section 9. Property Taxes

Both parties to this Lease are tax exempt entities. However, the City does own some properties that are leased to third parties that have been assessed for real property taxes by the County. In the event the Premises is taxed by the County for real property taxes during the term of this Lease, the County will reimburse the City for any and all real property taxes assessed and paid by the City during the term of this Lease.

Section 10. Assignment and Subleasing

The County does not have the right to assign or sublease this Lease.

Section 11. Resolution of Disputes

The City and the County agree to make good faith efforts to settle any disputes or claims that arise under this Lease through discussion and negotiation. If such efforts fail to result in a mutually agreeable resolution, the parties shall consider the use of non-binding mediation. In the event of non-binding mediation, the site of the proceedings shall be in Oak Ridge, Tennessee. Costs shall be allocated by the mediator, except that there shall be no pre-decisional interest costs and each party shall bear its own discretionary costs.

There shall be no interruption in the performance of this Lease, and the City and the County shall proceed diligently with the performance of this Lease pending final resolution of any claim or dispute arising under this Lease between the parties. In the event a claim or dispute is not settled within ninety (90) days, either party may elect to terminate this Lease and have no further obligations or liability under this Lease except for payment of rent due through the termination date, payment of any other amounts due under this Lease that are not a part of the unresolved dispute or claim, and restoration of the Premises to its pre-occupancy state normal wear and tear excepted.

Section 12. Notice

All notices hereunder shall be in writing and shall be deemed given when received or refused by (i) registered or certified mail, return receipt requested, or (ii) via overnight courier by the party for which intended, addressed as follows:

To the City:

City of Oak Ridge
P.O. Box 1
Oak Ridge, Tennessee 37831
Attn: Fire Chief Travis Solomon
(865) 425-3422

To the County:

Anderson County EMS
314 Public Safety Lane
Clinton, Tennessee 37716
Attn: Director Nathan Sweet
(865) 457-8609

Section 13. Severability

If any term or provision, or any portion thereof of this Lease, or the application thereof to any person or circumstances, shall, to any extent, be invalid or unenforceable, or would cause this transaction to be construed as other than a lease, the remainder of this Lease, or other application of such terms or provision, shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

Section 14. Quiet Enjoyment

For performing the terms and covenants as required on its part by this Lease, the County shall peaceably and quietly enjoy the space herein leased without undue disturbance from the City.

Section 15. Damage or Destruction

If at any time any portion of the Premises should be damaged or destroyed by fire, storm, Act of God, war, riot, unavoidable accident, public enemy, or other casualty, the City shall

have no obligation to provide alternative space for the County for the purposes contained herein. In such event, the term of this Lease shall expire. It shall be the City's sole decision whether to repair and restore the Premises.

Section 16. Applicable Law

The County agrees to comply with all applicable federal, state, and local laws, codes, statutes, rules, regulations, and ordinances applicable to its occupancy of the Premises.

Section 17. No Waiver

No failure of either party to insist upon the strict performance of any provision of this Lease or to exercise any right or remedy upon a breach thereof shall constitute a waiver of any such breach of such provision nor shall it be deemed to be a waiver of any other provision of this Lease.

Section 18. Antidiscrimination

The County, in the use and occupancy of the Premises, shall not discriminate against any person based upon race, color, creed, national origin, sex, sexual orientation, religion, age, disability, or other legally protected status.

Section 19. Amendment

This Lease may only be amended by written agreement signed by both parties.

Section 20. Entire Agreement

This instrument represents the whole agreement between the parties on the subject of the lease of space. There are no prior representations, terms, conditions, promises, or agreements, oral or otherwise, between the parties other than those contained within this Lease.

Section 21. Governing Law

This Lease is governed by the laws of the State of Tennessee.

(Remainder of page intentionally blank)
(Signature page follows)

26-0010

IN WITNESS WHEREOF, the parties have caused this Lease Agreement to be duly executed on their behalf, as of the day and year first written above.

APPROVED AS TO FORM AND LEGALITY:

CITY OF OAK RIDGE, TENNESSEE:

Tammy M. Rackard, City Attorney

Randall W. Hemann, City Manager Date

ANDERSON COUNTY, TENNESSEE

Terry Frank, Mayor Date

APPROVED FOR LEGALITY:

James Brooks 06-06-2025
James Brooks, Anderson County Law Director

Attachments: None



Helping Mamas Knoxville Network Organization Application

1. Complete the agency application form
2. Sign and date application. Executive Director signature required.
3. Email the completed application to courtney.niemann@helpingmamas.org
4. Questions? Contact 865-328-0833 or courtney.niemann@helpingmamas.org

Completion of the application form does not guarantee acceptance. Helping Mamas Knoxville may perform a site visit during the application process and with appropriate notice any time during the term of this agreement.

Agency Name: ___Anderson County Health Department/Anderson County Government

Mailing Address: ___710 N. Main Street, Suite A_____

City: _Clinton_____ County: _Anderson_____

State: _TN_____ Zip: _37716_____

Website: N/A for Health Department_____

Executive Director's Name: _Terry Frank, Mayor_____

Executive Director's Phone with extension: ___865-457-6200_____

Executive Director's Email: _____

Your Agency is a:

___501(c)3

___Religious Organization

☒ Government Organization (Including Public Schools)

- o **Please attach proof of your organization's Status**

501(c)3 Letter or Letter of Good Standing from Denominational Headquarters or Government Letterhead

Agency mission/service provided to the community: ___Protect , promote, and improve the health and well-being of all people in Tennessee



Describe the population you serve:

Ethnic composition including percentages if available: White-92%; Black-6.4%; Asian-.5%; unidentified-.36%; Native American-.01%; Pacific Islander-.01% other-.5%

Counties you serve: Anderson _____

Ages: _CHANT Prenatal, birth to 21; Health Department all ages_____

Other: English 94%; Spanish 5%; other-1%; unidentified-less than 1% _____

Description of Programs using diapers, baby essentials and period products if different from above.

Please describe the program that will be using Helping Mamas supplies. If you have more than one program that will use Helping Mamas supplies, please copy this page and give a brief description of the service provided noting how the supplies will be used in the program. Provide the contact person with direct phone extension, cell phone and email address for each program.

Program Name:
____CHANT/CSS_____

Program Contact Person: _____Johnetta Cox_____

Phone Number with direct extension: _865-425-8738_____

Cell phone number: _____865-722-0193_____

Email address:
_Johnetta.X.Cox@tn.gov_____

Program Description: _____CHANT helps families or individuals with medical and or social needs. CHANT focuses on patient care and helps them navigate through complex systems like health care. CSS assists with paying medical services-pays and deductibles for children or youth with physical disabilities. The program helps improve the overall well-being of families in the community. We also are a home visiting program. _____

Do you measure outcomes for your program? **YES** **NO**



How will the supplies be used by this program?

- ☒ On-site residential program
☒ Emergency supplies for families (off-site)
☐ Supplies to be provided to other qualified agency
☐ Daycare
☐ Other

Do you receive diapers, baby supplies or period products from other sources? **Y / N**

Do you have a budget for diapers, baby supplies or period products? **Y/ N**

Do you currently turn away clients due to a lack of diapers, baby supplies or period products? **Y/ N**

Partner Agrees to:

The essence of collaborative partnerships is both parties to mutually benefit from working together. Participate in a minimum of one way below to be completed during the next 12 months.

- Include an article about HM in our agency's newsletter
- Share our partnership and tag HM on social media

If an agency does not place an order and pick up items within 365 days from their last order, the partnership will automatically be dissolved on the 366th day.

Signature of Executive Director (Agency)

Date

Memorandum of Understanding

The following are the terms and conditions for participation with Helping Mamas Knoxville. Helping Mamas Knoxville is a Diaper and Baby Supply Bank incorporated in the State of Tennessee with a 501(c)(3) designation.

1) The recipient agency certifies that it is a nonprofit 501(c)(3) social service agency, a religious organization in good standing, a school family resource center, or other governmental agency providing social services to individuals or families in need and that it has included documentation of such status along with this executed Agreement.

2) As a participant in the Helping Mamas Knoxville Diaper and Baby Supply distribution program, the recipient agency will provide diapers, baby supplies or period products to



its clients in a conscientious manner. The recipient agency may not sell, trade or barter items obtained from Helping Mamas Knoxville, nor may those items be used for fundraising, auctions or raffles. Items will be used to provide services to the clients of the recipient agency and may not be used as gifts to staff or volunteers. The recipient agency agrees to make every effort to avoid duplication of services and to avoid providing diapers, baby supplies or period products to clients who will sell, exchange or barter with the diapers, baby supplies or period products.

3) Diapers, baby supplies or period products from Helping Mamas Knoxville are to be used as one part in a broader effort by the recipient organization to assist individuals in need. The recipient agency therefore will not distribute diapers, baby supplies or period products to individuals or families without providing some level of case management to the individual or family so they can work towards self-sufficiency for the long-term. If the recipient agency is providing some or all the diapers, baby supplies or period products they receive to other agencies, the recipient agency agrees to require that those 'end-user' agencies not distribute diapers, baby supplies or period products to individuals or families without providing some level of case management.

4) The recipient agency acknowledges that Helping Mamas Knoxville receives diapers, baby supplies or period products donated by others; that Helping Mamas Knoxville often receives donations of loose Diapers or opened packages of Diapers; that Helping Mamas Knoxville may purchase diapers, baby supplies or period products; and that Helping Mamas Knoxville is donating the diapers, baby supplies or period products to the recipient agency with no consideration received. Although Helping Mamas Knoxville believes, to its best knowledge, that these diapers, baby supplies or period products are safe, Helping Mamas Knoxville will make every effort to inspect these diapers, baby supplies or period products for safety or other matters. It is also the responsibility of agency personnel to inspect the diapers, baby supplies or period products they provide to their clients.

5) The parties agree to release each other, their respective board members, officers, employees, and agents from any and all liability arising out of the performance of this Agreement. In addition, each recipient agency assumes the responsibility for ensuring that all diapers, baby supplies or period products are in good condition and/or working order before distributing such items, and hereby releases Helping Mamas Knoxville and its board members, officers, employees, and agents from any and all liability related thereto.

6) The recipient agency may pick up its diapers, baby supplies or period products at the facility in which they are stored, or an agreed upon location. The recipient agency acknowledges that any injury sustained by employees, representatives, and/or agents of the recipient agency while at the storage premises are not the fault nor the responsibility of Helping Mamas Knoxville. The recipient agency shall promptly submit upon request a certificate of insurance to Helping Mamas Knoxville documenting that the recipient agency has workers' compensation coverage, general liability coverage, and automobile insurance coverage of at least the minimum automobile insurance limits required by applicable state law.



7) The recipient agency will not discriminate on the basis of race, color, ethnicity, national origin, gender, religion, age, disability, political beliefs, sexual orientation, gender identity, or marital or family status. Further, the agency will not require attendance at religious services of any kind as a condition of assistance in any of the programs that distribute diapers, baby supplies or period products, nor will any client be forced or required to endure religious proselytizing of any type.

8) The recipient Agency agrees that Recipient Agency shall not hold itself out or in any way represent that Recipient Agency is an employee or agent of Helping Mamas Knoxville. Nothing herein shall be construed as creating an employer/employee relationship between the parties.

9) Helping Mamas Knoxville reserves the right in its sole discretion to remove an agency from its recipient list if the agency does not adhere to the terms of this agreement, or if any portion of its application is found to be inaccurate. Written notice will be provided to you in the event we will no longer provide diapers, baby supplies or period products to your agency.

10) The recipient agency will not refer any individual clients to call or visit Helping Mamas Knoxville' location. It will be the responsibility of the recipient agency to ensure all its staff are aware of all provisions.

11) The term of this Agreement shall commence as of the date hereof this agreement is last signed by recipient agency and shall continue for one (1) year from the date thereof, and thereupon renew automatically at one-year intervals, unless the parties otherwise mutually agree in writing to terminate the Agreement. Either party may terminate this Agreement with or without cause upon thirty (30) days prior written notice. If a party chooses to terminate this Agreement, all rights and obligations under this Agreement shall continue until the notice period of such termination expires.

12) It will be the responsibility of the recipient agency to ensure all its staff are aware of all provisions of this agreement. In agreement to the terms above, the undersigned declares that he/she has the authority to execute this agreement.

13) Helping Mamas Knoxville will make every effort to satisfy your diapers, baby supplies or period products needs as requested but is not accountable to do such. Helping Mamas Knoxville reserves the right to refuse any application for donations. Helping Mamas Knoxville reserves the right to perform a site visit during the application process, or with appropriate notice any time during the term of this agreement.

Helping Mamas Knoxville uses child-based distribution for providing diapers, baby supplies or period products to partner agencies. This requires that the agency will insure that requested demographic data is provided to Helping Mamas Knoxville. The data from this application will be entered into the Helping Mamas Knoxville database for each agency. All information will be kept in a secure manner and not released to any external organization other than in aggregate for grant writing and audit purposes.

HELPING MAMAS

KNOXVILLE

The undersigned acknowledges and agrees to the aforementioned terms and conditions.

Signature of Executive Director (Agency)

Date

Print Name

Agency Name

Signature of Executive Director Helping Mamas Knoxville

Date

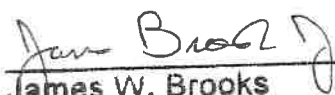
Tess Frear

Name

Helping Mamas Knoxville Agency Application

Revised: 10/24

APPROVED AS TO LEGAL FORM

 06-29-2025

James W. Brooks
Anderson County Law Director