

Amendment to Contract for Medical Director Services

This Amendment to Contract for Medical Director Services (the "Agreement") is entered into by and between Anderson County EMS ("ACEMS") and Southeastern Emergency Physicians, LLC, a Tennessee limited liability company ("Contractor") as of the ____ day of May, 2026.

Witnesseth:

WHEREAS, ACEMS and Contractor are parties to a Contract for Medical Director Services dated July 1, 2023 (the "Agreement") which is set to expire on June 30, 2026;

WHEREAS, the parties desire to extend the Agreement for an additional term of three (3) years.

Now, therefore, ACEMS and Contractor hereby agree to amend the Agreement as follows:

1. **Term.** Upon expiration of the current term expiring June 30, 2026, the term of the Agreement is extended for an additional three (3) year term to commence on July 1, 2026 and terminate on June 30, 2029.

2. **Contractor Compensation.** The existing compensation paragraph is replaced as follows: Contractor shall be paid by the County within thirty (30) days of quarterly invoicing and delivery. The compensation to Contractor shall be \$7,650 per quarter, four (4) payments per year, not to exceed \$30,600.00 in the first year. The rate shall increase to \$31,212 in year two (2), and \$31,836.24 in year three (3). Each year will be paid in four (4) payments per year. Contractor shall not receive additional compensation for expenses including travel, hotel, food, etc.

3. Except as amended, all terms of the Agreement remain unchanged and in full force and effect.

In witness whereof, the parties have executed this Agreement as of the date first written above.

Southeastern Emergency Physicians, LLC.

By its:

Anderson County EMS

By its:

HEALTHCARE SERVICE AGREEMENT

(Transportation Services)

This Health Care Services Agreement ("Agreement") is by and between Rocky Top Operations LLC d/b/a Rocky Top Care Center and ANDERSON COUNTY EMS ("Contractor"). Any notices or other communications required, or permitted to be given pursuant to this Agreement shall be sent to the parties at the addresses set forth on the signature page to this Agreement.

1. Term. This Agreement shall commence on July 1, 2026 and shall expire on June 30, 2028, unless earlier terminated as provided herein. In the event this Agreement is terminated prior to one year from the commencement date, the parties shall not enter into a substantially similar agreement until the expiration of at least one (1) year following the commencement date.

2. Services and Compensation. Contractor shall provide the services to Facility and its residents (the "Services"), and shall receive compensation for those Services, as set forth on Exhibit A attached hereto and incorporated herein by reference.

3. Payment. In the event Facility is required by the compensation provisions set forth in Exhibit A to pay Contractor directly for the Services, Facility shall pay Contractor within forty-five (45) days of receipt by Facility of Contractor's accurate and complete invoice containing all documentation required by Facility including a line item list of all Services provided by Contractor for each resident to include HCPCS or other applicable coding, service date(s), quantities and charges. Invoices submitted later than one hundred twenty (120) days following the date the Service was provided shall be deemed untimely, and Facility shall not be required to pay Contractor for such Services.

4. Termination. This Agreement may be terminated as follows:

a. Without Cause. Either party shall have the right to terminate this Agreement in the event of the other party's breach of this Agreement by providing at least thirty (30) days written notice to the other party.

b. Breach. Either party shall have the right to terminate this Agreement in the event of the other party's breach of this Agreement by providing at least thirty (30) days written notice to the other party. Any such notice shall specify the cause upon which it is based. The violating party shall have the thirty (30) day notice period in which to rectify the cause specified in the notice of termination, or, if such cause is not rectified to the satisfaction of the non-breaching party within such thirty (30) day period, this Agreement shall thereupon automatically terminate.

c. Material Change. To the extent that changes in laws, regulations, or the method or amount of reimbursement require the restructuring of the relationship between the parties established by this Agreement, the parties shall negotiate in good faith to amend this Agreement and otherwise restructure their relationship in order to effectuate their mutually agreed upon purposes. If the parties are unable to resolve the matter within thirty (30) days, either party may, at its option, immediately terminate this Agreement.

d. Immediate Termination. Facility may immediately terminate this Agreement upon the occurrence of any of the following events: (i) loss or suspension of any license of Contractor required for the provision of Services pursuant to this Agreement or the imposition of any sanction against Contractor under federal or state fraud and abuse laws and regulations or any other federal or state laws or regulations relating to Contractor's participation in the Medicare or state Medicaid programs; (ii) appointment of a receiver for Contractor's assets, an assignment by Contractor for the benefit of its creditors or any relief taken or suffered by Contractor under any bankruptcy or insolvency act; or (iii) any jeopardy to the health or safety of residents of the facility.

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

5. General Terms and Conditions. The General Terms and Conditions set forth on Exhibit B attached hereto are incorporated herein by reference as though fully set forth herein. Facility and Contractor shall comply with the General Terms and Conditions as part of this Agreement.

6. Entire Agreement. This Agreement, including the Exhibits attached hereto and referenced herein, contains the sole and entire agreement between the parties regarding the subject matter hereof and supersedes all prior written or oral agreements between the parties. The Agreement will not be construed in favor of or against any party by reason of the extent to which any party participated in the preparation of the Agreement. If either party has made any change to the Agreement that said party did not bring to the other party's attention in a way that is reasonably calculated to put the other party on notice of the change, the change shall not become part of the Agreement.

IN WITNESS WHEREOF, the parties by their duly authorized representatives have entered into this Agreement as of the ____ day of _____, 20__.

FACILITY:

Rocky Top Operations LLC d/b/a Rocky Top Care Center

By:  _____
081802400300413..

Name: Kevin Crowley

Title: Vice president of government relations and operational finance.

Address for Notices:

204 Industrial Park Road

Lake City, TN 37769

Copy to Diversicare Healthcare Services, LLC

1621 Galleria Boulevard

Brentwood, TN 37027

Attention: Legal

CONTRACTOR:

Anderson County EMS

By: _____

Name: _____

Title: _____

Address for Notices:

314 Public Safety Lane

Clinton, TN 37716

Attn: Nathan Sweet, Director

Facsimile: (865) 457-9701

APPROVED AS TO LEGAL FORM

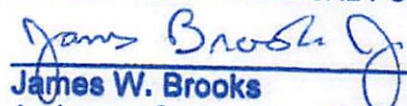
 06-23-2026
James W. Brooks
Anderson County Law Director

Exhibit A**Transportation Services and Compensation**

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

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

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

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

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

Facility.

2. Compensation.

a.Consolidated Billing Services. "Consolidated Billing Services" shall mean and include those Services provided to residents during the course of a stay in the Facility, which is covered under Medicare Part A, except as otherwise provided in 42 U.S.C. § 1395yy, 42

C.F.R. § 411.15, applicable CMS Program Memoranda and Transmittals, or the Skilled Nursing Facility Provider and Supplier Coding Files, as published and amended or updated by CMS.

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

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

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

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

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

Exhibit A

Description	Rate
BLS, Non Emergency- A0428	150% of Medicare Fee Schedule
ALS, Non Emergency- A0426	150 % of Medicare Fee Schedule
ALS and BLS Mileage- A0425	150% of Medicare Fee Schedule

***Medicare Fee Schedule will change each January 1st**

Exhibit B**General Terms and Conditions**

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

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

3. Compliance. Contractor shall provide, and shall ensure that the Contractor Personnel provide, the Services to Facility's residents in accordance with (a) all applicable requirements of federal, state or local laws, rules and/or regulations, including official interpretations of those requirements by the entities charged with implementing and enforcing them, including, without limitation, nondiscrimination on the basis of race, color, national origin, handicap, age, or other protected class; (b) accepted professional standards of practice; and (c) all Facility policies and procedures and any revisions thereto that are applicable to the provision of Services to Facility residents, copies of which shall be provided to Contractor. Contractor shall participate, as reasonably requested, in quality monitoring programs established by Facility. If applicable, vendor agrees to comply with the provisions of paragraphs 1 through 7 of 41 C.F.R. Section 60-1.4(a); the affirmative action for disabled workers clauses set forth in 41 C.F.R. Section 60-741.S(a); and the affirmative action for veteran's clauses set forth in 41 C.F.R. Section 60-250.4, which are incorporated by reference herein.

4. Corporate Compliance Program.

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

Compliance Officer relating to Facility's Code of Conduct and agree to abide by such requirements therein. Such certification shall be obtained prior to commencement of Services under this Agreement, shall be maintained by Contractor and shall be made available for review by Facility or Facility's agents upon reasonable request.

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

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

6. HIPAA Compliance. See Exhibit C.

7. Record Retention Requirements.

- a. All records created by Contractor in connection with the provision of Services pursuant to this Agreement, including patient records and records related to billing and payment, shall be retained by Facility and Contractor for a period of seven (7) years from the date the Service was provided or such greater time period as may be required by applicable law. Facility shall be permitted to inspect and/or duplicate any patient record, chart or other record of Contractor relating to the provision of Services hereunder by Contractor for any business purpose, including, without limitation, determining Contractor's compliance with the terms of this Agreement; ensuring safe, dependable and efficient patient care; satisfying Facility's obligations to any patient, or defending any allegation of malpractice or other liability against Facility.
- b. To the extent the value or cost of Services furnished under this Agreement is \$10,000 or more over a twelve month period, then Contractor, for a period of four (4) years after the furnishing of such Services, shall retain and shall make available upon written request by the Secretary of the Department of Health and Human Services, the Comptroller General, or their authorized representatives, a copy of this Agreement and all books, documents and records that are necessary to certify the nature and extent of the costs incurred by Facility under this Agreement. Contractor further agrees that in the event Contractor carries out any of its duties under this Agreement through a permitted subcontract with a related organization with a value or cost of \$10,000 or more over a twelve-month period, such subcontract shall contain a provision requiring the related organization, for a period of four (4) years after the furnishing of such Services, to retain and to make available upon written request by the Secretary of the Department of Health and Human Services, the Comptroller General, or their authorized representatives, a copy of such subcontract and all books, documents and records of such organization that are necessary to verify the nature and extent of such costs. Contractor agrees to notify the Facility promptly of the nature and scope of any governmental request for access to books and records related to this Agreement and to provide to the Facility,

or make available, copies of any books, records or documents proposed to be provided. Any disclosure under this paragraph shall not be construed as a waiver of any other legal rights to which such party may be entitled.

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

8. Insurance. Contractor shall, at its sole cost and expense, procure, keep and maintain throughout the term of this Agreement, insurance coverage in the minimum amount of one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) annual aggregate, for professional liability, negligence, errors and omissions, and commercial general liability and applicable state statutory limits for workers compensation. In addition, Contractor shall maintain commercial auto liability insurance with limits of at least three million dollars (\$3,000,000) combined. Single limit and such insurance shall include a minimum of \$5,000 in medical payment coverage. Said insurance policies shall cover all services Contractor, its directors, officers, employees, agents and/or contractors provide. Contractor shall provide Facility with evidence of such insurance promptly upon request. In the event Contractor procures a "claims made" policy to meet the insurance requirements herein, Contractor agrees to purchase "tail" coverage upon the termination of any such policy providing for an indefinite reporting period.

9. Indemnification. Each party shall indemnify, defend and hold the other party harmless from and against any and all losses, claims, suits, damages, liabilities and expenses (as permitted by law) of any nature or kind whatsoever arising out of or result in from directly or indirectly: (a) a party's breach of this Agreement, including, without limitation, breach or any representation, warranty, or covenant of such party in this Agreement. Upon notice, the other party shall resist and defend, at its own expense any such claim or action. Said indemnity is in addition to any other rights the indemnified party may have against the indemnifying party. This Section shall survive the expiration of termination of this Agreement.

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

- 11. Cumulation of Remedies; No Waiver.** The various rights, options, elections, powers, and remedies of the respective parties as provided in this Agreement are in addition to any others that said parties may be entitled to by law, shall be construed as cumulative, and no one of them is exclusive of any of the others, or of any right or priority allowed by law. The failure of a party to exercise any of its rights or to give any notice with respect to any default by the other party or otherwise to insist upon the strict performance of the other party's obligations hereunder shall not be deemed a waiver of such party's right with respect thereto in the future.
- 12. Attorney's Fees:** As permitted by law.
- 13. Governing Law AND VENUE;** The laws of the State of Tennessee shall govern this Contract. The Chancery Court and/ or the Circuit court of Anderson County, and the United States District Court for the Eastern District of Tennessee, Knoxville Division shall have jurisdiction of any disputes which arise hereunder
- 14. Force Majeure** Neither party hereto shall be liable for any delay or failure in the performance of any obligation under this Agreement or for any loss or damage (including indirect or consequential damage) to the extent that such nonperformance, delay, loss or damage results from any contingency which is beyond the control of such party, provided such contingency is not caused by the fault or negligence of such party. A contingency for the Purposes of the Agreement shall include Acts of God, fires, floods, earthquakes, explosions, storms, wars, hostilities, blockages, public disorders, quarantine restrictions, embargoes, and compliance with any law, order or control of, or insistence by any governmental or military authority.
- 15. Confidentiality.** The parties hereto shall hold in confidence the information contained in this Agreement or other information about a party, and each of them hereby acknowledges and agrees that all information related to this Agreement or other information about a party, not otherwise known to the public, is confidential and proprietary and is not to be disclosed to third persons without the prior written consent of each of the parties except (a) to the extent necessary to comply with any law, rule or regulation, including, without limitation, any rule or regulation promulgated by the SEC, or the valid order of any governmental agency or any court of competent jurisdiction; (b) to its auditors and its attorneys as part of its normal reporting or review procedure; (c) to its insurance agent to the extent necessary to obtain appropriate insurance; or (d) as necessary to enforce its rights and perform its agreement and obligations under this Agreement. This Section shall survive the expiration or termination or this

Agreement.

- 16. Miscellaneous.** This Agreement may not be modified, amended or supplemented, nor any any term or condition be waived, except by an agreement in writing signed by both parties. Neither this Agreement nor any of the duties or obligations of Contractor hereunder shall be assigned or delegated by contractor without prior written consent of Facility. Subject to the restrictions against transfer or assignment as herein set forth, the provisions of this Agreement shall inure to the benefit of, and shall be binding on, the heirs, assigns, successors, personal representatives, estates and legatees of each of the parties hereto. This Agreement shall constitute the entire agreement between the parties hereto with respect to the transactions contemplated hereby and shall supersede all prior or contemporaneous negotiations, understandings, and agreements. There are no representations, agreements, arrangements or understandings, oral or written, between or among the parties hereto relating to the subject matter of this Agreement that are not fully expressed herein. If any provision of this Agreement is found to be invalid or unenforceable by any court or other lawful forum, such provision shall be ineffective only to the extent that it is in contravention of applicable laws without invalidating the remaining provisions of this Agreement, unless such invalidity or unenforceability would defeat an essential business purpose of this Agreement.
- 17. Survival.** Except as otherwise expressly provided in this Agreement, all covenants, agreements, representations and warranties, express and implied, shall survive expiration or termination of this Agreement.
- 18. Signatures.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same agreement. Facsimile signatures shall be acceptable as originals. Any individual signing this Agreement on behalf or any entity hereby represents and warrants in his individual capacity that he has full authority to do so on behalf of such entity; provided, however, that contractor acknowledges and agrees that this Agreement is not binding on the Facility until accepted by the Facility's Director of Operations as evidenced by his or her signature on the Agreement

Exhibit C**Business Associate Addendum**

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

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

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

to retain such information.

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

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

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

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

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

1.7. "Security Rule" means the Security Standards for the Protection of Electronic Protected

Health Information at 45 C.F.R Part 164, Subpart C.

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

the guidance issued under section 13402(h)(2) of Public Law 111-5.

1.9. "Use" or "Uses" mean, with respect to Protected Health Information, the sharing,

employment, application, utilization, examination or analysis of such Protected Health Information within Business Associate's internal operations.

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

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

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

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

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

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

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

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

9.1. Breach Notification. Business Associate also shall notify Covered Entity of any Breach of Unsecured PHI. Such notification shall occur without unreasonable delay and in no case later than fifteen (15) days after Business Associate discovers the Breach in accordance with 45

C.F.R. § 164.410. The notification shall comply with the Breach notification requirements set forth at 42 U.S.C. § 17932 and its implementing regulations at 45 C.F.R. § 164.410 and shall include: (a) to the extent possible, the identification of each person whose Unsecured PHI has been, or is reasonably believed by Business Associate to have been, accessed, acquired, or Disclosed during such Breach; and (b) any other available information about the Breach, including: (i) a description of what happened, including the dates of the Breach and discovery of the Breach, if known; (ii) a description of the types of Unsecured PHI involved in the Breach; (iii) any steps affected persons should take to protect themselves from potential harm resulting from the Breach; and (iv) the steps Business Associate is taking to investigate the Breach, mitigate harm to individuals, and to protect against any further Breaches. Business Associate shall provide Covered Entity with such additional information about the Breach either at the time of its initial notification to Covered Entity or as promptly thereafter as the information becomes available to Business Associate.

10. Term and Termination.

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

10.2. In addition to and notwithstanding the termination provisions set forth in the Agreement, both this Addendum and the Agreement may be terminated by Covered Entity in the event that Covered Entity determines Business Associate has violated a material term of

this Addendum and such violation has not been remedied within fifteen (15) days following written notice to Business Associate.

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

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

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

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

14. Indemnification. Business Associate shall defend, indemnify and hold

harmless Covered Entity and its directors, officers, employees, and agents (collectively, the "indemnitees") from and against any and all claims, losses, damages, suits, fees, judgments, costs and expenses, including reasonable attorneys' fees, that the indemnitees may suffer or incur arising out of or in connection with Business Associate's breach, non-performance, non-compliance, or failure to observe any term of this Addendum.

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

(Transportation Services)

c. Material Change. To the extent that changes in laws, regulations, or the method or amount of reimbursement require the restructuring of the relationship between the parties established by this Agreement, the parties shall negotiate in good faith to amend this Agreement and otherwise restructure their relationship in order to effectuate their mutually agreed upon purposes. If the parties are unable to resolve the matter within thirty (30) days, either party may, at its option, immediately terminate this Agreement.

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

6. Entire Agreement. This Agreement, including the Exhibits attached hereto and referenced herein, contains the sole and entire agreement between the parties regarding the subject matter hereof and supersedes all prior written or oral agreements between the parties. The Agreement will not be construed in favor of or against any party by reason of the extent to which any party participated in the preparation of the Agreement. If either party has made any change to the Agreement that said party did not bring to the other party's attention in a way that is reasonably calculated to put the other party on notice of the change, the change shall not become part of the Agreement.

FACILITY:

Rv. [Signature]

By: _____

Name: Kevin Crowley

Title: Vice president of government relations and operational finance.

Address for Notices:

100 Elmhurst Dr.

Oak Ridge, TN 37830

Copy to Diversicare Healthcare Services, LLC

1621 Galleria Boulevard

Brentwood, TN 37027

Attention: Legal

CONTRACTOR:

Anderson County EMS

By: _____

Name: _____

Title: _____

Address for Notices:

314 Public Safety Lane

Clinton, TN 37716

Attn: Nathan Sweet, Director

Facsimile: (865) 457-9701

APPROVED AS TO LEGAL FORM

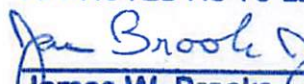
 06-26-2026
James W. Brooks
Anderson County Law Director

Exhibit A**Transportation Services and Compensation**

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

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

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

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

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

Facility.

2. Compensation.

a.Consolidated Billing Services. "Consolidated Billing Services" shall mean and include those Services provided to residents during the course of a stay in the Facility, which is covered under Medicare Part A, except as otherwise provided in 42 U.S.C. § 1395yy, 42

C.F.R. § 411.15, applicable CMS Program Memoranda and Transmittals, or the Skilled Nursing Facility Provider and Supplier Coding Files, as published and amended or updated by CMS.

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

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

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

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

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

Exhibit A

Description	Rate
BLS, Non Emergency- A0428	150% of Medicare Fee Schedule
ALS, Non Emergency- A0426	150 % of Medicare Fee Schedule
ALS and BLS Mileage- A0425	150% of Medicare Fee Schedule

***Medicare Fee Schedule will change each January 1st**

Exhibit B**General Terms and Conditions**

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

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

3. Compliance. Contractor shall provide, and shall ensure that the Contractor Personnel provide, the Services to Facility's residents in accordance with (a) all applicable requirements of federal, state or local laws, rules and/or regulations, including official interpretations of those requirements by the entities charged with implementing and enforcing them, including, without limitation, nondiscrimination on the basis of race, color, national origin, handicap, age, or other protected class; (b) accepted professional standards of practice; and (c) all Facility policies and procedures and any revisions thereto that are applicable to the provision of Services to Facility residents, copies of which shall be provided to Contractor. Contractor shall participate, as reasonably requested, in quality monitoring programs established by Facility. If applicable, vendor agrees to comply with the provisions of paragraphs 1 through 7 of 41 C.F.R. Section 60-1.4(a); the affirmative action for disabled workers clauses set forth in 41 C.F.R. Section 60-741.S(a); and the affirmative action for veteran's clauses set forth in 41 C.F.R. Section 60-250.4, which are incorporated by reference herein.

4. Corporate Compliance Program.

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

Compliance Officer relating to Facility's Code of Conduct and agree to abide by such requirements therein. Such certification shall be obtained prior to commencement of Services under this Agreement, shall be maintained by Contractor and shall be made available for review by Facility or Facility's agents upon reasonable request.

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

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

6. HIPAA Compliance. See Exhibit C.

7. Record Retention Requirements.

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

b. To the extent the value or cost of Services furnished under this Agreement is \$10,000 or more over a twelve month period, then Contractor, for a period of four (4) years after the furnishing of such Services, shall retain and shall make available upon written request by the Secretary of the Department of Health and Human Services, the Comptroller General, or their authorized representatives, a copy of this Agreement and all books, documents and records that are necessary to certify the nature and extent of the costs incurred by Facility under this Agreement. Contractor further agrees that in the event Contractor carries out any of its duties under this Agreement through a permitted subcontract with a related organization with a value or cost of \$10,000 or more over a twelve-month period, such subcontract shall contain a provision requiring the related organization, for a period of four (4) years after the furnishing of such Services, to retain and to make available upon written request by the Secretary of the Department of Health and Human Services, the Comptroller General, or their authorized representatives, a copy of such subcontract and all books, documents and records of such organization that are necessary to verify the nature and extent of such costs. Contractor agrees to notify the Facility promptly of the nature and scope of any governmental request for access to books and records related to this Agreement and to provide to the Facility,

or make available, copies of any books, records or documents proposed to be provided. Any disclosure under this paragraph shall not be construed as a waiver of any other legal rights to which such party may be entitled.

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

8. Insurance. Contractor shall, at its sole cost and expense, procure, keep and maintain throughout the term of this Agreement, insurance coverage in the minimum amount of one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) annual aggregate, for professional liability, negligence, errors and omissions, and commercial general liability and applicable state statutory limits for workers compensation. In addition, Contractor shall maintain commercial auto liability insurance with limits of at least three million dollars (\$3,000,000) combined. Single limit and such insurance shall include a minimum of \$5,000 in medical payment coverage. Said insurance policies shall cover all services Contractor, its directors, officers, employees, agents and/or contractors provide. Contractor shall provide Facility with evidence of such insurance promptly upon request. In the event Contractor procures a "claims made" policy to meet the insurance requirements herein, Contractor agrees to purchase "tail" coverage upon the termination of any such policy providing for an indefinite reporting period.

9. Indemnification. Each party shall indemnify, defend and hold the other party harmless from and against any and all losses, claims, suits, damages, liabilities and expenses (as permitted by law) of any nature or kind whatsoever arising out of or result in from directly or indirectly: (a) a party's breach of this Agreement, including, without limitation, breach or any representation, warranty, or covenant of such party in this Agreement. Upon notice, the other party shall resist and defend, at its own expense any such claim or action. Said indemnity is in addition to any other rights the indemnified party may have against the indemnifying party. This Section shall survive the expiration or termination of this Agreement.

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

- 11. Cumulation of Remedies; No Waiver.** The various rights, options, elections, powers, and remedies of the respective parties as provided in this Agreement are in addition to any others that said parties may be entitled to by law, shall be construed as cumulative, and no one of them is exclusive of any of the others, or of any right or priority allowed by law. The failure of a party to exercise any of its rights or to give any notice with respect to any default by the other party or otherwise to insist upon the strict performance of the other party's obligations hereunder shall not be deemed a waiver of such party's right with respect thereto in the future.
- 12. Attorney's Fees:** As permitted by law.
- 13. Governing Law AND VENUE;** The laws of the State of Tennessee shall govern this Contract. The Chancery Court and/ or the Circuit court of Anderson County, and the United States District Court for the Eastern District of Tennessee, Knoxville Division shall have jurisdiction of any disputes which arise hereunder
- 14. Force Majeure** Neither party hereto shall be liable for any delay or failure in the performance of any obligation under this Agreement or for any loss or damage (including indirect or consequential damage) to the extent that such nonperformance, delay, loss or damage results from any contingency which is beyond the control of such party, provided such contingency is not caused by the fault or negligence of such party. A contingency for the Purposes of the Agreement shall include Acts of God, fires, floods, earthquakes, explosions, storms, wars, hostilities, blockages, public disorders, quarantine restrictions, embargoes, and compliance with any law, order or control of, or insistence by any governmental or military authority.
- 15. Confidentiality.** The parties hereto shall hold in confidence the information contained in this Agreement or other information about a party, and each of them hereby acknowledges and agrees that all information related to this Agreement or other information about a party, not otherwise known to the public, is confidential and proprietary and is not to be disclosed to third persons without the prior written consent of each of the parties except (a) to the extent necessary to comply with any law, rule or regulation, including, without limitation, any rule or regulation promulgated by the SEC, or the valid order of any governmental agency or any court of competent jurisdiction; (b) to its auditors and its attorneys as part of its normal reporting or review procedure; (c) to its insurance agent to the extent necessary to obtain appropriate insurance; or (d) as necessary to enforce its rights and perform its agreement and obligations under this Agreement. This Section shall survive the expiration or termination or this

Agreement.

- 16. Miscellaneous.** This Agreement may not be modified, amended or supplemented, nor any any term or condition be waived, except by an agreement in writing signed by both parties. Neither this Agreement nor any of the duties or obligations of Contractor hereunder shall be assigned or delegated by contractor without prior written consent of Facility. Subject to the restrictions against transfer or assignment as herein set forth, the provisions of this Agreement shall inure to the benefit of, and shall be binding on, the heirs, assigns, successors, personal representatives, estates and legatees of each of the parties hereto. This Agreement shall constitute the entire agreement between the parties hereto with respect to the transactions contemplated hereby and shall supersede all prior or contemporaneous negotiations, understandings, and agreements. There are no representations, agreements, arrangements or understandings, oral or written, between or among the parties hereto relating to the subject matter of this Agreement that are not fully expressed herein. If any provision of this Agreement is found to be invalid or unenforceable by any court or other lawful forum, such provision shall be ineffective only to the extent that it is in contravention of applicable laws without invalidating the remaining provisions of this Agreement, unless such invalidity or unenforceability would defeat an essential business purpose of this Agreement.
- 17. Survival.** Except as otherwise expressly provided in this Agreement, all covenants, agreements, representations and warranties, express and implied, shall survive expiration or termination of this Agreement.
- 18. Signatures.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same agreement. Facsimile signatures shall be acceptable as originals. Any individual signing this Agreement on behalf or any entity hereby represents and warrants in his individual capacity that he has full authority to do so on behalf of such entity; provided, however, that contractor acknowledges and agrees that this Agreement is not binding on the Facility until accepted by the Facility's Director of Operations as evidenced by his or her signature on the Agreement

Exhibit C**Business Associate Addendum**

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

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

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

to retain such information.

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

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

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

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

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

1.7. "Security Rule" means the Security Standards for the Protection of Electronic Protected

Health Information at 45 C.F.R Part 164, Subpart C.

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

the guidance issued under section 13402(h)(2) of Public Law 111-5.

1.9. "Use" or "Uses" mean, with respect to Protected Health Information, the sharing,

employment, application, utilization, examination or analysis of such Protected Health Information within Business Associate's internal operations.

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

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

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

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

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

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

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

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

9.1. Breach Notification. Business Associate also shall notify Covered Entity of any Breach of Unsecured PHI. Such notification shall occur without unreasonable delay and in no case later than fifteen (15) days after Business Associate discovers the Breach in accordance with 45

C.F.R. § 164.410. The notification shall comply with the Breach notification requirements set forth at 42 U.S.C. § 17932 and its implementing regulations at 45 C.F.R. § 164.410 and shall include: (a) to the extent possible, the identification of each person whose Unsecured PHI has been, or is reasonably believed by Business Associate to have been, accessed, acquired, or Disclosed during such Breach; and (b) any other available information about the Breach, including: (i) a description of what happened, including the dates of the Breach and discovery of the Breach, if known; (ii) a description of the types of Unsecured PHI involved in the Breach; (iii) any steps affected persons should take to protect themselves from potential harm resulting from the Breach; and (iv) the steps Business Associate is taking to investigate the Breach, mitigate harm to individuals, and to protect against any further Breaches. Business Associate shall provide Covered Entity with such additional information about the Breach either at the time of its initial notification to Covered Entity or as promptly thereafter as the information becomes available to Business Associate.

10. Term and Termination.

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

10.2. In addition to and notwithstanding the termination provisions set forth in the Agreement, both this Addendum and the Agreement may be terminated by Covered Entity in the event that Covered Entity determines Business Associate has violated a material term of

this Addendum and such violation has not been remedied within fifteen (15) days following written notice to Business Associate.

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

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

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

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

14. Indemnification. Business Associate shall defend, indemnify and hold

harmless Covered Entity and its directors, officers, employees, and agents (collectively, the "indemnitees") from and against any and all claims, losses, damages, suits, fees, judgments, costs and expenses, including reasonable attorneys' fees, that the indemnitees may suffer or incur arising out of or in connection with Business Associate's breach, non-performance, non-compliance, or failure to observe any term of this Addendum.

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



SECURITY Equipment Company, Inc.

800-818-8150

P.O. Box 713

26-0160

McMinnville, TN 37111

105 Market Street
McMinnville, TN
TN C-0001

6403 West Emory Road
Knoxville, TN
TN C-0711

Chattanooga, TN
TN C-0001

INSTALLATION & SERVICE AGREEMENT

THIS AGREEMENT entered into this 22 day of June 2026 by and between SECURITY EQUIPMENT COMPANY, INCORPORATED, hereinafter referred to as "Company" and

Anderson County EMA Office-Hanger 111 S Charles G Seivers Boulevard
Name Mailing Address
Clinton TN 37716 hereinafter called the "Customer".
City State Zip Code

Company agrees to install and service an alarm system as specified herein, without liability and not as an insurer, in the premises of Customer at

169 First Quality Drive Andersonville TN 37705
Street Address City State

1 SYSTEM. System shall consist of:

Cellular Burgulary & Fire Alarm Monitoring

System Overview Description

1.1 Customer acknowledges that additional protection may be obtained from the Company over and above that provided herein at an additional cost and that Customer has refused the additional systems and services.

2 PAYMENT AND TERM. The Customer hereby agrees to pay to the Company, its agents or assigns, the sum of

N/A upon the completion of installation of the system and equipment, and thereafter the periodic sums indicated in the attached list of periodic services and fees (Page 6) on the first day of each period in advance, for

1 years from the date of completion of system installation.

2.1 At the expiration of the original term, this Agreement shall automatically renew itself for additional successive one year periods, unless either party shall give notice in writing to the other of its intention to terminate, at least ninety (90) days prior to the expiration of the original period or any renewal period thereof.

2.2 Customer acknowledges that all charges set forth herein are based upon existing federal, state and local taxes and utility charges, including communications company line charges, if any. Company shall have the right, at any time, to increase the monthly charges provided herein, to reflect any additional taxes, fees or charges which hereafter may be imposed on Company by any utility or governmental agency relating to the service provided under the terms of this Agreement, and Customer agrees to pay the same.

2.2.1 So that the Company may properly adjust its rates to meet changing service and repair costs, and notwithstanding the terms and conditions set forth therein, after the expiration of one (1) year from the date of completion of installation, Company may at any time, increase the periodic service charges upon giving the Customer notice in writing. If Customer is unwilling to pay the increased monthly charge, Customer may terminate this Agreement upon giving notice in writing to Company within thirty (30) days from the effective date of the increase. Customer's failure to notify Company within said thirty (30) days shall constitute Customer's consent to the increase.

2.2.2 The Company can accept late or partial payments, as well as payments that are marked with "paid in full" or any other restrictive endorsement without losing any of the Company's rights under this Agreement. The Company will apply payments and credits in the following order: (1) Unpaid Finance Charges or Late Charge, (2) Periodic Lease or Service Charges, (3) Purchases from previous Billing Periods, (4) Purchases in current Billing Period.

2.2.3 Payments not received within 10 days of the due date indicated above shall incur a Ten Percent (10%) per month late payment fee or penalty based upon on any unpaid balance.

3 COMPANY'S LIABILITY/DISCLAIMER OF WARRANTIES. COMPANY DOES NOT REPRESENT OR WARRANT: THAT THE ALARM SYSTEM MAY NOT BE COMPROMISED OR CIRCUMVENTED; THAT THE ALARM SYSTEM WILL PREVENT ANY LOSS BY BURGLARY, HOLD-UP, FIRE, OR OTHERWISE; OR THAT THE SYSTEM WILL IN ALL CASES PROVIDE THE PROTECTION FOR WHICH IT IS INSTALLED OR INTENDED. CUSTOMER ACKNOWLEDGES AND AGREES: THAT COMPANY HAS MADE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATION THE CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY OR ITS FITNESS FOR ITS INTENDED PURPOSE.

NO AFFIRMATION OF FACT OR PROMISE SHALL BE DEEMED TO CREATE AN EXPRESS WARRANTY, AND THERE ARE NO IMPLIED WARRANTIES. CUSTOMER FURTHER ACKNOWLEDGES AND AGREES: THAT COMPANY IS NOT AN INSURER; THAT CUSTOMER ASSUMES ALL RISK OF LOSS OR DAMAGE TO CUSTOMER'S PREMISES OR TO THE CONTENTS THEREOF AND THAT THE CUSTOMER HAS READ AND UNDERSTANDS ALL OF THIS AGREEMENT, PARTICULARLY PARAGRAPHS 4 AND 21 WHICH SET FORTH THE COMPANY'S MAXIMUM LIABILITY IN THE EVENT OF ANY LOSS OR DAMAGE TO CUSTOMER OR ANYONE ELSE.

4 COMPANY IS NOT AN INSURER; LIQUIDATED DAMAGES; LIMITATION OF LIABILITY. It is understood and agreed: That Company is not an insurer; that insurance, if any, shall be obtained by Customer; that the payments provided for herein are based solely on the value of the service as set forth herein and are unrelated to the value of the Customer's property or the property of others located on Customer's premises; that Company makes no guaranty or warranty, including any implied warranty of merchantability or fitness that the equipment or services supplied will avert or prevent occurrences or the consequence therefrom which the system or service is designed to detect, avert, alleviate or mitigate. Customer acknowledges that it is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from a failure to perform any of the obligations herein, or the failure of the system to properly operate with resulting loss to Customer because of, among other things:

4.1 The uncertain amount or value of Customer's property or the property of others kept on the premises which may be lost, stolen, destroyed, damaged or otherwise affected by occurrences which the system or service is designed to detect or avert;

4.2 The uncertainty of the response time of any police department, fire department or other emergency services should they be dispatched as a result of a signal being received or an audible device sounding;

4.3 The inability to ascertain what portion, if any, of any loss would be proximately caused by Company's failure to perform or by its equipment to operate;

4.4 The nature of the service to be performed by Company.

4.5 Customer understands and agrees that if Company should be found liable for loss or damage due from failure of Company to perform any of the obligations herein, including but not limited to installation, repair, monitoring or service, or the failure of the system or equipment in any respect whatsoever, Company's liability shall be limited to a sum equal to the total of six (6) monthly payments or Two Hundred Fifty (\$250.00) Dollars, whichever is the lesser, as liquidated damages and not as a penalty and this liability shall be exclusive; and that the provisions of this section shall apply if loss or damage, irrespective of cause or origin, results directly or indirectly to persons or property, from performance or nonperformance of the obligations imposed by this Contract, or from negligence, active or otherwise, of Company, its agents, assigns or employees.

4.6 If Customer wishes Company to assume a limited liability in lieu of the liquidated damages as hereinabove set forth, Customer may obtain from Company a limitation of liability by paying an additional monthly service charge to Company. If Customer elects to exercise this option, a rider shall be attached to this agreement setting forth the terms, conditions and the amount of the limited liability, and the additional monthly charge. Such rider and additional obligation shall in no way be interpreted to hold Company as an insurer.

5 INSTALLATION. Customer hereby authorizes and empowers Company, its agents or assigns, without liability and not as an insurer, to enter, during normal work hours or other times that the company may request, upon the premises of Customer to install and service the alarm system and/or equipment in the premises and to make all inspections, tests and repairs and to make any changes or alterations to the system which may be necessary.

5.1 Any repairs to the system or equipment shall be at the expense of the Customer except as specified herein.

5.2 The Customer shall furnish, as directed by the Company, all necessary communications and electrical services at the Customer's expense.

5.3 The charges set forth herein are based on Company performing the installation of said system with its own personnel or other contractor of its choosing. If, for any reason, these services must be performed by other contractors, said charges shall be subject to revision.

5.4 Inspections will be made by the Company in accordance with the regulations provided by the authority having jurisdiction over the Customer's premises.

5.5 Customer warrants that it has full authority from the owner and/or any other person in control of the premises to permit the installation of the apparatus under all conditions herein mentioned. Company is hereby authorized to make any attachments or other thing or things necessary or pertinent to the installation and/or repair of said system or apparatus and Company shall not be responsible for the condition of premises upon the removal of the apparatus.

6 AUTHORIZED PERSONNEL. The Customer shall furnish to the Company a written list of the names of any and all persons

who shall have the right to enter the premises of the Customer between the regularly scheduled time for closing and opening the premises and who may be called upon for a key to enter the premises of the Customer during such periods. Customer shall immediately notify Company, in writing, of any changes in said list.

7 CUSTOMER TO TEST SYSTEM. The Customer agrees to carefully and properly set and test the alarm system on a not less than weekly basis. In the event any defects shall arise with respect to the operation of the system, Customer shall notify the Company immediately and Company shall repair the defect as soon as is reasonably possible.

8 REPAIR OF SYSTEM. Company agrees to repair the system with reasonable diligence, upon receipt of notice at the regular place of business of Company, confirmed in writing, subject to any delay which may be occasioned by strike, riot, acts of God or inability to obtain materials in the open market. Such repairs may consist of the substitution of equivalent equipment, either temporarily or permanently at the option of the Company. In the event that repairs are necessitated by alterations or work upon the Customer's premises or required as a result of improper or negligent conduct on the part of the Customer, their tenants, their agents or others, repairs and/or other work on the alarm system shall be at the expense of the Customer.

8.1 Should any part of the alarm system be damaged by lightning, fire, flood, riot, act of God, water or extraneous cause, repairs or replacement thereof shall be paid for by Customer.

9 SIX MONTHS FREE REPAIR SERVICE - APPLIES TO NEW SYSTEMS ONLY - Company promises to furnish a

replacement part for any portion of the system furnished under this agreement that proves to be defective in workmanship or material under normal use for a period of six months from the date of installation. Company reserves the right to use reconditioned parts in the fulfillment of this service.

9.1 Company extends to Customer warranties by equipment manufacturers. Company will return equipment under such warranty for the manufacturer to fulfill their warranty obligations. Labor necessary to remove and replace the defective part will be provided during the first six months under the terms of this agreement. Cost of repairs beyond the initial six month period will be at the Company's normal service rates in effect at that time.

9.2 Furnishing of parts and labor as described above shall constitute fulfillment of all of Company's obligations with respect to warranty, and replacement parts will be warrantied only for the unexpired portion of the original warranty.

9.3 Ready access to the system for service is the responsibility of the Customer. Company will perform service under normal working hours only. Service at other times will be paid for by the Customer at the Company's emergency service rates in effect at that time.

9.4 Company will endeavor to perform service within 48 hours after notification of a problem by Customer.

9.5 **EXCLUSIONS:** This free service applies only to systems at the premises listed herein. It does not apply to products or parts that have been damaged by accident, abuse, lack of proper maintenance, unauthorized alterations, misapplication, fire, flood or act of God.

9.5.1 This free repair service does not cover service calls which do not involve defective workmanship or materials.

9.5.2 This free repair service shall not cover service calls necessary because of changes to telephone service connections by Customer or any third party as outlined in paragraph 19.2.

9.5.3 **IN NO CASE WILL COMPANY BE RESPONSIBLE FOR CONSEQUENTIAL DAMAGES.**

10 **MONITORING SERVICE.** Where monitoring service is being provided, unless there is just cause to believe that an notification condition does not exist, upon receipt of an alarm signal from the Customer's premises, Company shall make every reasonable effort to transmit the alarm promptly to the headquarters of the police, the fire department having jurisdiction and/or to follow such other written instructions that the Customer may from time to time furnish.

10.1 Company shall make a reasonable effort to notify Customer or his designated representative by telephone, unless instructed to do otherwise by the Customer. Customer as the authorized agent of each person on notification instruction lists, consents to Company and/or subcontractors calling each such person's cell phone or other mobile device.

10.2 Customer acknowledges that Company acts as an agent of Customer, authorized to provide direction to any monitoring center and/or parties responding to signals from Customer's premises.

10.3 Customer gives consent to the use of and recording of telephone, video, and electronic communications.

11 **EXCESSIVE SERVICE CALLS.** In the event Customer shall cause Company to make any service calls which are the result of the inadvertence or negligence of the Customer, then and in that event Customer agrees to pay the Company a minimum sum of \$90.00 not including the expense of repairs, for each such service call. In the event Customer shall cause an excessive number of service and/or false alarm calls due to carelessness of Customer or the negligent or accidental use of the alarm system, or in the event the Customer shall in any

manner misuse or abuse the system, it shall constitute a material breach of contract on the part of Customer and Company is entitled to all its rights and privileges especially as indicated in paragraphs 24 and 25 herein.

12 **ASSESSED FINES, PENALTIES OR FEES.** In the event a fine, penalty or fee shall be assessed against Company by any governmental or municipal agency as a result of any alarm originating from the premises of Customer. Customer agrees to promptly reimburse Company for payment of the said fine, penalty or fee. Any such fines, penalty or fee assessed directly to Customer will be promptly paid by the Customer.

13 **ERRORS IN INSTALLATION.** Any error or omission in construction, installation or repair of the system, must be called to the attention of the Company in writing within thirty (30) days after completion of the installation. Upon the expiration of said thirty (30) day period, the installation shall be considered accepted by the Customer.

14 **DAMAGE TO CUSTOMER'S PREMISES.** In the event Customer's premises are destroyed or damaged, so that the Customer can no longer conduct his normal business, this Agreement shall be suspended pending restoration of the Customer's business at the existing or a new location. Upon such restoration of the Customer's business, Customer shall pay Company the cost to repair or replace the said system, including the cost of labor of installation. In the event of said destruction or damage, this agreement may be terminated at the option of Company. Except as set forth in this paragraph, Customer's abandonment of the premises shall not relieve Customer of his obligations under the terms of this Agreement.

15 **COMPANY'S OBLIGATION.** Customer acknowledges that Company's obligation hereunder relates solely to the repair of the specified system. Company is in no way obligated to insure the operation of the system or to maintain or service the Customer's property or the property of others to which the Company's system is connected at a location other than the premises listed herein.

16 **DESTRUCTION OF COMPANY'S FACILITY.** This agreement may be suspended without notice at the option of the Company in the event Company's Central Station, connecting wires or other equipment are destroyed or are so substantially damaged that it is impractical to continue service, or in the event that Company is unable to secure or retain the connections or privileges necessary for the transmission of signals between Customer's premises and the Company's Central Station, or between the Central Station and the public police and fire departments for any reason whatsoever. In the event of such suspension or termination, Company shall not be liable to Customer or subject to any penalty as a result of such termination.

17 **DELAY IN INSTALLATION.** Company assumes no liability for delay in installation or service to the system or equipment or for interruption of service due to strikes, riots, floods, storms, earthquakes, fires, power failures, insurrection, equipment unavailability, interruption of or unavailability of communications service, acts of God or any other cause beyond the control of Company and will not be required to supply service to the Customer while interruption of service due to any such cause shall continue.

18 **CHANGES TO SYSTEM.** If the Board of Fire Underwriters, or any inspection bureau, or any other agency having jurisdiction, or Customer by his own act, shall require or make necessary any

changes in the alarm or signaling system as originally installed, Customer agrees, on demand, to pay for the cost of such changes.

19 COMMUNICATIONS CONNECTIONS - Company will assist Customer in making necessary arrangements to secure any necessary communications service connections for the system. The charge for the installation and continuation of this service will be for the account of the Customer and will appear on the Customer's regular communications billing.

19.1 Customer acknowledges that lack of adequate communications service may degrade the effectiveness and/or operation of the system installed by Company. Customer acknowledges responsibility to insure continuity of communications service to the system at Customer's expense.

19.2 Should Customer or any third party in any way alter communications service to the system it shall be the responsibility of Customer to immediately notify Company and to pay any charges necessary to restore communications service to the alarm system.

20 RETENTION OF TITLE AND RIGHT OF ACCESS - The system shall remain the personal property of Company until fully paid for in cash by Customer and Customer agrees to perform all acts which may be necessary to assure the retention of title to the system by the Company. Should Customer default in any payment for the system or part, the Customer authorizes and empowers Company to remove the system or part from the premises. Such removal, if made by the Company, shall not be deemed a waiver of Company's rights to damages Company sustains as a result of Customer's default and Company shall have the right to enforce any other legal remedy or right. Furthermore, Company shall be in no way obligated to restore the premises to its original condition, or redecorate same in the event the system or part is removed as a result of Customer's default in payment. Risk of loss of the system, or any part of the same, shall pass to Customer upon delivery to the premises of such system or part.

21 THIRD PARTY INDEMNIFICATION. In the event any person, not a party to this Agreement, shall make any claim or file any lawsuit against Company for any reason relating to Company's duties and obligations pursuant to this Agreement, including but not limited to the design, installation, maintenance, operation, or non-operation of the alarm system, Customer agrees to indemnify, defend and hold Company harmless from any and all claims and lawsuits, including the payment of all damages, expenses, costs, and attorney's fees, whether these claims be based upon alleged intentional conduct, active or passive negligence, or strict or product liability on the part of the Company, its agents, servants or employees.

22 ATTORNEY'S FEES. In the event it shall become necessary for Company to engage the services of a third party to collect the cost of installation or the monthly service charge as set forth herein, then and in that event, the unsuccessful party shall pay to the successful party reasonable collection costs and/or attorney's fees.

23 LIEN TO SECURE PAYMENTS. Customer grants to Company a lien upon the real property (the premises) to secure Customer's compliance with Customer's obligations as outlined herein.

24 DEFAULT. Misrepresentation or misstatement in connection with, non-compliance with or non-performance of any of the Customer's obligations or agreements under this

Agreement shall constitute default. In the event (1) Customer fails to pay any amount due for, or service to, the System, (2) Customer fails to comply with any of the terms and conditions hereof, (3) makes an assignment for the benefit of creditors, (4) An order for relief is entered against Customer under any chapter of Bankruptcy Code, (5) A receiver or trustee is appointed for all or substantially all of the assets of Customer, (6) Customer makes any assignment for the benefit of creditors,

24.1 In the event of any default on the part of Customer, the balance of the unexpired term of this Agreement shall become immediately due and payable by the Customer to the Company. Furthermore, Customer acknowledges that the periodic rate is structured to amortize all installation, inspection and repair costs over the entire term of this Agreement and that acceleration of all payments upon default is reasonable and fair. This sum shall include all payments past due at the time of default.

24.2 In the event Customer shall be delinquent in the payment of installation or recurring service charges, Customer agrees to pay to Company an interest charge of one and one-half (1½ %) percent per month (Eighteen percent per annum) of the amount of the delinquency. This in addition to the late payment fee in paragraph 2.2.3 above.

25 TERMINATION. In the event of any default on the part of Customer the Company may at its exclusive option pursue any one or more of the following remedies, which are cumulative and non-exclusive:

25.1 Terminate all services hereunder by giving 5 days written notice to Customer. At said time, the Company shall have no further responsibility under this agreement in regards to services furnished by the Company.

25.2 Enter the premises of the Customer and remove all equipment installed by Company. In such event, Customer agrees to pay all of the reasonable cost of removal of the equipment.

25.2.1 In the event of default and/or termination of the agreement under any provision of this contract, and Company retakes possession of the equipment, Customer agrees and understands that the Company shall be entitled to possession of the personal property. Customer further understands that retaking possession of the personal property shall not relieve Customer of the responsibility to pay the accelerated balance of the remaining payments. Provided however, Company shall give a credit to Customer, for sums obtained by Company as determined by the fair market value of the equipment upon retaking by Company. Amount not to exceed 25% of the cost of the equipment.

25.3 Termination by the Company, shall not be deemed a waiver of Company's rights to damages Company sustains as a result of Customer's default and Company shall have the right to enforce any other legal remedy or right.

25.4 Termination of services under this paragraph shall in no way prejudice Company's right to collection of unpaid charges and costs.

26 PURCHASE ORDERS. It is understood and agreed by and between the parties hereto, that if there is any conflict between this contract and Customer's purchase order, or any other document, this contract will govern, whether such purchase order or other document is prior or subsequent to this Agreement.

27 PLURAL CUSTOMERS. If more than one Customer executes this Agreement, their obligations under this Agreement shall be joint and several.

28 SUCCESSORS. Company and Customer as used in this Agreement shall include the heirs, executors or administrators,

INSTALLATION & SERVICE AGREEMENT

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successors or assigns of the respective parties.

29 COMPANY'S RIGHT TO SUBCONTRACT SERVICES.

Customer Agrees that Company is authorized and permitted to subcontract any services to be provided by Company to third parties who may be independent of Company and that Company shall not be liable for any loss or damage sustained by Customer by reason of intrusion, burglary, theft, hold-up, fire, equipment failure, carbon monoxide or any other cause whatsoever caused by the negligence of third parties and the buyer appoints Company to act as Customer's agent with respect to such third parties, except that Company shall not obligate Customer to make any payments to such third parties.

29.1 Company shall be permitted to assign this agreement and upon such assignment shall have no further obligation hereunder. Customer acknowledges that this agreement, and particularly those paragraphs relating to Company's disclaimer or warranties, exemption from liability, even for its negligence, limitation of liability and indemnification, inure to the benefit of and are applicable to any assignee, subcontractors and communication or monitoring centers utilized by Company.

30 **INDEPENDENCE.** Company is a contractor independent of any partnership, joint venture, or other relationship with any other entity, assignee or subcontractor utilized by Company.

31 **ASSIGNABILITY.** Company may assign its rights and delegate its duties under this Agreement. If this Agreement is assigned, the Assignee shall assume performance of all duties and obligations under this Agreement and shall be entitled to all of the rights and remedies of Company that are part of this Agreement. Upon notification of assignment, the Customer shall

direct further correspondence concerning this Agreement to the Assignee and shall assert no further claims of warranty or service against Company.

32 **JURISDICTION.** It is expressly agreed that this Agreement shall be governed by the laws of the State of Tennessee. Customer further agrees that venue shall be in Warren County, Tennessee should litigation arise under any provision of this contract.

33 **ENTIRE AGREEMENT.** This Agreement along with any rider constitutes the full understanding of the parties and may not be amended, modified or concealed, except in writing signed by both parties. Buyer acknowledges and represents the Buyer has not relied on any representation, assertion, guarantee, warranty, collateral agreement or other assurance, except those set forth in this agreement. Buyer hereby waives all rights and remedies, at law or in equity, arising, or which may arise, as the result of buyer's reliance on such representation, assertion, guarantee, warranty, collateral agreement or other assurance.

34 **PRINTED AGREEMENT.** None of this AGREEMENT or its terms and conditions may be altered without the express written approval of an officer of the Company.

34.1 This Agreement becomes binding upon Company only when signed by a Manager or officer of the Company.

34.2 If any of the terms or provisions of this agreement shall be determined to be invalid or inoperable, all of the remaining terms and provisions shall remain in full force and effect.

Security Equipment Company, Inc.

By: _____
Sales Representative

Approved: DAVID HUGHES
By: _____

Date: 6/22/2026

This AGREEMENT shall not be binding upon Company unless approved in writing by an officer of Company.

By: _____
Customer

By: _____
Title

Date: _____
Customer acknowledges receipt of a copy of all pages of this agreement.

NOTICE OF CANCELLATION: YOU, THE CUSTOMER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. Cancellation shall be in writing and mailed to Post Office Box 713, McMinnville, TN 37111 by the date indicated.

INSTALLATION & SERVICE AGREEMENT

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SCHEDULE OF PERIODIC SERVICES AND FEES.

☐ Monitoring Service	Monthly _____	Quarterly _____	Annually _____
☒ Cellular Monitoring	Monthly _____	Quarterly _____	Annually \$300.00
☐ Daily Test Signals			
☐ UL Placard Fee	Monthly _____	Quarterly _____	Annually _____
☐ Annual Inspection Service	Monthly _____	Quarterly _____	Annually _____
☐ Semi-annual Inspection Service	Monthly _____	Quarterly _____	Annually _____
☐ Total Connect	Monthly _____	Quarterly _____	Annually _____
☐ Temperature, Locks & Lights	Monthly _____	Quarterly _____	Annually _____
☐ Total Connect Video	Monthly _____	Quarterly _____	Annually _____
☐ Mpower Basic	Monthly _____	Quarterly _____	Annually _____
☐ Mpower Advanced	Monthly _____	Quarterly _____	Annually _____
☐ E-Notify	Monthly _____	Quarterly _____	Annually _____
☐ Opening and Closing Signals	Monthly _____	Quarterly _____	Annually _____
☐ Recurring Monthly Reports	Monthly _____	Quarterly _____	Annually _____
☐ Over 6 Responsible Parties	Monthly _____	Quarterly _____	Annually _____
☐ UL Runner Service	During normal business hours \$ <u>135.00</u>		Per hour
☒ Per Call Repair Services	Other than normal business hours \$ <u>157.50</u>		Per hour
☐ Annual Sprinkler Inspection	Monthly _____	Quarterly _____	Annually _____
☐ Annual Fire Extinguisher Insp.	Service Fee _____	Per Unit _____	
☒ Trip Charge	<u>\$35.00</u>		

OTHER STANDARD CHARGES AND FEES.

Incident Report \$15.00 each

Data Base Changes

Monitoring data base (may include multiple items per change) \$5.00 per change
Accounting and billing changes no charge

Alarm System Access Code Changes

Remote change via computer \$20.00 per change
On-site change minimum service call

Reconnect fee for disconnected subscriber \$25.00 per occurrence

Excessive Signals (including automatic test signals) \$0.25 Per Signal

Up to 10 per month included in Basic Monitoring
Up to 40 per month included with daily test signals
Up to 80 per month included with dual line test signals

Customer Initials _____

E-Mail _____

Phone No. _____



SECURITY Equipment Company, Inc.

800-818-8150

P.O. Box 713

26-0161

McMinnville, TN 37111

105 Market Street
McMinnville, TN
TN C-0001

6403 West Emory Road
Knoxville, TN
TN C-0711

Chattanooga, TN
TN C-0001

INSTALLATION & SERVICE AGREEMENT

THIS AGREEMENT entered into this 22 day of JUNE 2026 by and between SECURITY EQUIPMENT COMPANY, INCORPORATED, hereinafter referred to as "Company" and

<u>Anderson County EMA Office</u>		<u>111 South Charles Seivers Boulevard</u>	
Name		Mailing Address	
<u>Clinton</u>	<u>TN</u>	<u>37716</u>	hereinafter called the "Customer".
City	State	Zip Code	

Company agrees to install and service an alarm system as specified herein, without liability and not as an insurer, in the premises of Customer at

<u>111 South Charles Seivers Boulevard</u>	<u>Clinton</u>	<u>TN</u>
Street Address	City	State

1 SYSTEM. System shall consist of:

Cellular Burgulary & Fire Alarm Monitoring

System Overview Description

1.1 Customer acknowledges that additional protection may be obtained from the Company over and above that provided herein at an additional cost and that Customer has refused the additional systems and services.

2 PAYMENT AND TERM. The Customer hereby agrees to pay to the Company, its agents or assigns, the sum of

N/A upon the completion of installation of the system and equipment, and thereafter the periodic sums indicated in the attached list of periodic services and fees (Page 6) on the first day of each period in advance, for

1 years from the date of completion of system installation.

2.1 At the expiration of the original term, this Agreement shall automatically renew itself for additional successive one year periods, unless either party shall give notice in writing to the other of its intention to terminate, at least ninety (90) days prior to the expiration of the original period or any renewal period thereof.

2.2 Customer acknowledges that all charges set forth herein are based upon existing federal, state and local taxes and utility charges, including communications company line charges, if any. Company shall have the right, at any time, to increase the monthly charges provided herein, to reflect any additional taxes, fees or charges which hereafter may be imposed on Company by any utility or governmental agency relating to the service provided under the terms of this Agreement, and Customer agrees to pay the same.

2.2.1 So that the Company may properly adjust its rates to meet changing service and repair costs, and notwithstanding the terms and conditions set forth therein, after the expiration of one (1) year from the date of completion of installation, Company may at any time, increase the periodic service charges upon giving the Customer notice in writing. If Customer is unwilling to pay the increased monthly charge, Customer may terminate this Agreement upon giving notice in writing to Company within thirty (30) days from the effective date of the increase. Customer's failure to notify Company within said thirty (30) days shall constitute Customer's consent to the increase.

2.2.2 The Company can accept late or partial payments, as well as payments that are marked with "paid in full" or any other restrictive endorsement without losing any of the Company's rights under this Agreement. The Company will apply payments and credits in the following order: (1) Unpaid Finance Charges or Late Charge, (2) Periodic Lease or Service Charges, (3) Purchases from previous Billing Periods, (4) Purchases in current Billing Period.

2.2.3 Payments not received within 10 days of the due date indicated above shall incur a Ten Percent (10%) per month late payment fee or penalty based upon on any unpaid balance.

3 COMPANY'S LIABILITY/DISCLAIMER OF WARRANTIES. COMPANY DOES NOT REPRESENT OR WARRANT: THAT THE ALARM SYSTEM MAY NOT BE COMPROMISED OR CIRCUMVENTED; THAT THE ALARM SYSTEM WILL PREVENT ANY LOSS BY BURGLARY, HOLD-UP, FIRE, OR OTHERWISE; OR THAT THE SYSTEM WILL IN ALL CASES PROVIDE THE PROTECTION FOR WHICH IT IS INSTALLED OR INTENDED. CUSTOMER ACKNOWLEDGES AND AGREES: THAT COMPANY HAS MADE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATION THE CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY OR ITS FITNESS FOR ITS INTENDED PURPOSE.

NO AFFIRMATION OF FACT OR PROMISE SHALL BE DEEMED TO CREATE AN EXPRESS WARRANTY, AND THERE ARE NO IMPLIED WARRANTIES. CUSTOMER FURTHER ACKNOWLEDGES AND AGREES: THAT COMPANY IS NOT AN INSURER; THAT CUSTOMER ASSUMES ALL RISK OF LOSS OR DAMAGE TO CUSTOMER'S PREMISES OR TO THE CONTENTS THEREOF AND THAT THE CUSTOMER HAS READ AND UNDERSTANDS ALL OF THIS AGREEMENT, PARTICULARLY PARAGRAPHS 4 AND 21 WHICH SET FORTH THE COMPANY'S MAXIMUM LIABILITY IN THE EVENT OF ANY LOSS OR DAMAGE TO CUSTOMER OR ANYONE ELSE.

4 COMPANY IS NOT AN INSURER; LIQUIDATED DAMAGES; LIMITATION OF LIABILITY. It is understood and agreed: That Company is not an insurer; that insurance, if any, shall be obtained by Customer; that the payments provided for herein are based solely on the value of the service as set forth herein and are unrelated to the value of the Customer's property or the property of others located on Customer's premises; that Company makes no guaranty or warranty, including any implied warranty of merchantability or fitness that the equipment or services supplied will avert or prevent occurrences or the consequence therefrom which the system or service is designed to detect, avert, alleviate or mitigate. Customer acknowledges that it is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from a failure to perform any of the obligations herein, or the failure of the system to properly operate with resulting loss to Customer because of, among other things:

4.1 The uncertain amount or value of Customer's property or the property of others kept on the premises which may be lost, stolen, destroyed, damaged or otherwise affected by occurrences which the system or service is designed to detect or avert;

4.2 The uncertainty of the response time of any police department, fire department or other emergency services should they be dispatched as a result of a signal being received or an audible device sounding;

4.3 The inability to ascertain what portion, if any, of any loss would be proximately caused by Company's failure to perform or by its equipment to operate;

4.4 The nature of the service to be performed by Company.

4.5 Customer understands and agrees that if Company should be found liable for loss or damage due from failure of Company to perform any of the obligations herein, including but not limited to installation, repair, monitoring or service, or the failure of the system or equipment in any respect whatsoever, Company's liability shall be limited to a sum equal to the total of six (6) monthly payments or Two Hundred Fifty (\$250.00) Dollars, whichever is the lesser, as liquidated damages and not as a penalty and this liability shall be exclusive; and that the provisions of this section shall apply if loss or damage, irrespective of cause or origin, results directly or indirectly to persons or property, from performance or nonperformance of the obligations imposed by this Contract, or from negligence, active or otherwise, of Company, its agents, assigns or employees.

4.6 If Customer wishes Company to assume a limited liability in lieu of the liquidated damages as hereinabove set forth, Customer may obtain from Company a limitation of liability by paying an additional monthly service charge to Company. If Customer elects to exercise this option, a rider shall be attached to this agreement setting forth the terms, conditions and the amount of the limited liability, and the additional monthly charge. Such rider and additional obligation shall in no way be interpreted to hold Company as an insurer.

5 INSTALLATION. Customer hereby authorizes and empowers Company, its agents or assigns, without liability and not as an insurer, to enter, during normal work hours or other times that the company may request, upon the premises of Customer to install and service the alarm system and/or equipment in the premises and to make all inspections, tests and repairs and to make any changes or alterations to the system which may be necessary.

5.1 Any repairs to the system or equipment shall be at the expense of the Customer except as specified herein.

5.2 The Customer shall furnish, as directed by the Company, all necessary communications and electrical services at the Customer's expense.

5.3 The charges set forth herein are based on Company performing the installation of said system with its own personnel or other contractor of its choosing. If, for any reason, these services must be performed by other contractors, said charges shall be subject to revision.

5.4 Inspections will be made by the Company in accordance with the regulations provided by the authority having jurisdiction over the Customer's premises.

5.5 Customer warrants that it has full authority from the owner and/or any other person in control of the premises to permit the installation of the apparatus under all conditions herein mentioned. Company is hereby authorized to make any attachments or other thing or things necessary or pertinent to the installation and/or repair of said system or apparatus and Company shall not be responsible for the condition of premises upon the removal of the apparatus.

6 AUTHORIZED PERSONNEL. The Customer shall furnish to the Company a written list of the names of any and all persons

who shall have the right to enter the premises of the Customer between the regularly scheduled time for closing and opening the premises and who may be called upon for a key to enter the premises of the Customer during such periods. Customer shall immediately notify Company, in writing, of any changes in said list.

7 CUSTOMER TO TEST SYSTEM. The Customer agrees to carefully and properly set and test the alarm system on a not less than weekly basis. In the event any defects shall arise with respect to the operation of the system, Customer shall notify the Company immediately and Company shall repair the defect as soon as is reasonably possible.

8 REPAIR OF SYSTEM. Company agrees to repair the system with reasonable diligence, upon receipt of notice at the regular place of business of Company, confirmed in writing, subject to any delay which may be occasioned by strike, riot, acts of God or inability to obtain materials in the open market. Such repairs may consist of the substitution of equivalent equipment, either temporarily or permanently at the option of the Company. In the event that repairs are necessitated by alterations or work upon the Customer's premises or required as a result of improper or negligent conduct on the part of the Customer, their tenants, their agents or others, repairs and/or other work on the alarm system shall be at the expense of the Customer.

8.1 Should any part of the alarm system be damaged by lightning, fire, flood, riot, act of God, water or extraneous cause, repairs or replacement thereof shall be paid for by Customer.

9 SIX MONTHS FREE REPAIR SERVICE - APPLIES TO NEW SYSTEMS ONLY - Company promises to furnish a

replacement part for any portion of the system furnished under this agreement that proves to be defective in workmanship or material under normal use for a period of six months from the date of installation. Company reserves the right to use reconditioned parts in the fulfillment of this service.

9.1 Company extends to Customer warranties by equipment manufacturers. Company will return equipment under such warranty for the manufacturer to fulfill their warranty obligations. Labor necessary to remove and replace the defective part will be provided during the first six months under the terms of this agreement. Cost of repairs beyond the initial six month period will be at the Company's normal service rates in effect at that time.

9.2 Furnishing of parts and labor as described above shall constitute fulfillment of all of Company's obligations with respect to warranty, and replacement parts will be warranted only for the unexpired portion of the original warranty.

9.3 Ready access to the system for service is the responsibility of the Customer. Company will perform service under normal working hours only. Service at other times will be paid for by the Customer at the Company's emergency service rates in effect at that time.

9.4 Company will endeavor to perform service within 48 hours after notification of a problem by Customer.

9.5 **EXCLUSIONS:** This free service applies only to systems at the premises listed herein. It does not apply to products or parts that have been damaged by accident, abuse, lack of proper maintenance, unauthorized alterations, misapplication, fire, flood or act of God.

9.5.1 This free repair service does not cover service calls which do not involve defective workmanship or materials.

9.5.2 This free repair service shall not cover service calls necessary because of changes to telephone service connections by Customer or any third party as outlined in paragraph 19.2.

9.5.3 **IN NO CASE WILL COMPANY BE RESPONSIBLE FOR CONSEQUENTIAL DAMAGES.**

10 **MONITORING SERVICE.** Where monitoring service is being provided, unless there is just cause to believe that an notification condition does not exist, upon receipt of an alarm signal from the Customer's premises, Company shall make every reasonable effort to transmit the alarm promptly to the headquarters of the police, the fire department having jurisdiction and/or to follow such other written instructions that the Customer may from time to time furnish.

10.1 Company shall make a reasonable effort to notify Customer or his designated representative by telephone, unless instructed to do otherwise by the Customer. Customer as the authorized agent of each person on notification instruction lists, consents to Company and/or subcontractors calling each such person's cell phone or other mobile device.

10.2 Customer acknowledges that Company acts as an agent of Customer, authorized to provide direction to any monitoring center and/or parties responding to signals from Customer's premises.

10.3 Customer gives consent to the use of and recording of telephone, video, and electronic communications.

11 **EXCESSIVE SERVICE CALLS.** In the event Customer shall cause Company to make any service calls which are the result of the inadvertence or negligence of the Customer, then and in that event Customer agrees to pay the Company a minimum sum of \$90.00 not including the expense of repairs, for each such service call. In the event Customer shall cause an excessive number of service and/or false alarm calls due to carelessness of Customer or the negligent or accidental use of the alarm system, or in the event the Customer shall in any

manner misuse or abuse the system, it shall constitute a material breach of contract on the part of Customer and Company is entitled to all its rights and privileges especially as indicated in paragraphs 24 and 25 herein.

12 **ASSESSED FINES, PENALTIES OR FEES.** In the event a fine, penalty or fee shall be assessed against Company by any governmental or municipal agency as a result of any alarm originating from the premises of Customer. Customer agrees to promptly reimburse Company for payment of the said fine, penalty or fee. Any such fines, penalty or fee assessed directly to Customer will be promptly paid by the Customer.

13 **ERRORS IN INSTALLATION.** Any error or omission in construction, installation or repair of the system, must be called to the attention of the Company in writing within thirty (30) days after completion of the installation. Upon the expiration of said thirty (30) day period, the installation shall be considered accepted by the Customer.

14 **DAMAGE TO CUSTOMER'S PREMISES.** In the event Customer's premises are destroyed or damaged, so that the Customer can no longer conduct his normal business, this Agreement shall be suspended pending restoration of the Customer's business at the existing or a new location. Upon such restoration of the Customer's business, Customer shall pay Company the cost to repair or replace the said system, including the cost of labor of installation. In the event of said destruction or damage, this agreement may be terminated at the option of Company. Except as set forth in this paragraph, Customer's abandonment of the premises shall not relieve Customer of his obligations under the terms of this Agreement.

15 **COMPANY'S OBLIGATION.** Customer acknowledges that Company's obligation hereunder relates solely to the repair of the specified system. Company is in no way obligated to insure the operation of the system or to maintain or service the Customer's property or the property of others to which the Company's system is connected at a location other than the premises listed herein.

16 **DESTRUCTION OF COMPANY'S FACILITY.** This agreement may be suspended without notice at the option of the Company in the event Company's Central Station, connecting wires or other equipment are destroyed or are so substantially damaged that it is impractical to continue service, or in the event that Company is unable to secure or retain the connections or privileges necessary for the transmission of signals between Customer's premises and the Company's Central Station, or between the Central Station and the public police and fire departments for any reason whatsoever. In the event of such suspension or termination, Company shall not be liable to Customer or subject to any penalty as a result of such termination.

17 **DELAY IN INSTALLATION.** Company assumes no liability for delay in installation or service to the system or equipment or for interruption of service due to strikes, riots, floods, storms, earthquakes, fires, power failures, insurrection, equipment unavailability, interruption of or unavailability of communications service, acts of God or any other cause beyond the control of Company and will not be required to supply service to the Customer while interruption of service due to any such cause shall continue.

18 **CHANGES TO SYSTEM.** If the Board of Fire Underwriters, or any inspection bureau, or any other agency having jurisdiction, or Customer by his own act, shall require or make necessary any

changes in the alarm or signaling system as originally installed, Customer agrees, on demand, to pay for the cost of such changes.

19 COMMUNICATIONS CONNECTIONS - Company will assist Customer in making necessary arrangements to secure any necessary communications service connections for the system. The charge for the installation and continuation of this service will be for the account of the Customer and will appear on the Customer's regular communications billing.

19.1 Customer acknowledges that lack of adequate communications service may degrade the effectiveness and/or operation of the system installed by Company. Customer acknowledges responsibility to insure continuity of communications service to the system at Customer's expense.

19.2 Should Customer or any third party in any way alter communications service to the system it shall be the responsibility of Customer to immediately notify Company and to pay any charges necessary to restore communications service to the alarm system.

20 RETENTION OF TITLE AND RIGHT OF ACCESS - The system shall remain the personal property of Company until fully paid for in cash by Customer and Customer agrees to perform all acts which may be necessary to assure the retention of title to the system by the Company. Should Customer default in any payment for the system or part, the Customer authorizes and empowers Company to remove the system or part from the premises. Such removal, if made by the Company, shall not be deemed a waiver of Company's rights to damages Company sustains as a result of Customer's default and Company shall have the right to enforce any other legal remedy or right. Furthermore, Company shall be in no way obligated to restore the premises to its original condition, or redecorate same in the event the system or part is removed as a result of Customer's default in payment. Risk of loss of the system, or any part of the same, shall pass to Customer upon delivery to the premises of such system or part.

21 THIRD PARTY INDEMNIFICATION. In the event any person, not a party to this Agreement, shall make any claim or file any lawsuit against Company for any reason relating to Company's duties and obligations pursuant to this Agreement, including but not limited to the design, installation, maintenance, operation, or non-operation of the alarm system, Customer agrees to indemnify, defend and hold Company harmless from any and all claims and lawsuits, including the payment of all damages, expenses, costs, and attorney's fees, whether these claims be based upon alleged intentional conduct, active or passive negligence, or strict or product liability on the part of the Company, its agents, servants or employees.

22 ATTORNEY'S FEES. In the event it shall become necessary for Company to engage the services of a third party to collect the cost of installation or the monthly service charge as set forth herein, then and in that event, the unsuccessful party shall pay to the successful party reasonable collection costs and/or attorney's fees.

23 LIEN TO SECURE PAYMENTS. Customer grants to Company a lien upon the real property (the premises) to secure Customer's compliance with Customer's obligations as outlined herein.

24 DEFAULT. Misrepresentation or misstatement in connection with, non-compliance with or non-performance of any of the Customer's obligations or agreements under this

Agreement shall constitute default. In the event (1) Customer fails to pay any amount due for, or service to, the System, (2) Customer fails to comply with any of the terms and conditions hereof, (3) makes an assignment for the benefit of creditors, (4) An order for relief is entered against Customer under any chapter of Bankruptcy Code, (5) A receiver or trustee is appointed for all or substantially all of the assets of Customer, (6) Customer makes any assignment for the benefit of creditors,

24.1 In the event of any default on the part of Customer, the balance of the unexpired term of this Agreement shall become immediately due and payable by the Customer to the Company. Furthermore, Customer acknowledges that the periodic rate is structured to amortize all installation, inspection and repair costs over the entire term of this Agreement and that acceleration of all payments upon default is reasonable and fair. This sum shall include all payments past due at the time of default.

24.2 In the event Customer shall be delinquent in the payment of installation or recurring service charges, Customer agrees to pay to Company an interest charge of one and one-half (1½ %) percent per month (Eighteen percent per annum) of the amount of the delinquency. This in addition to the late payment fee in paragraph 2.2.3 above.

25 TERMINATION. In the event of any default on the part of Customer the Company may at its exclusive option pursue any one or more of the following remedies, which are cumulative and non-exclusive:

25.1 Terminate all services hereunder by giving 5 days written notice to Customer. At said time, the Company shall have no further responsibility under this agreement in regards to services furnished by the Company.

25.2 Enter the premises of the Customer and remove all equipment installed by Company. In such event, Customer agrees to pay all of the reasonable cost of removal of the equipment.

25.2.1 In the event of default and/or termination of the agreement under any provision of this contract, and Company retakes possession of the equipment, Customer agrees and understands that the Company shall be entitled to possession of the personal property. Customer further understands that retaking possession of the personal property shall not relieve Customer of the responsibility to pay the accelerated balance of the remaining payments. Provided however, Company shall give a credit to Customer, for sums obtained by Company as determined by the fair market value of the equipment upon retaking by Company. Amount not to exceed 25% of the cost of the equipment.

25.3 Termination by the Company, shall not be deemed a waiver of Company's rights to damages Company sustains as a result of Customer's default and Company shall have the right to enforce any other legal remedy or right.

25.4 Termination of services under this paragraph shall in no way prejudice Company's right to collection of unpaid charges and costs.

26 PURCHASE ORDERS. It is understood and agreed by and between the parties hereto, that if there is any conflict between this contract and Customer's purchase order, or any other document, this contract will govern, whether such purchase order or other document is prior or subsequent to this Agreement.

27 PLURAL CUSTOMERS. If more than one Customer executes this Agreement, their obligations under this Agreement shall be joint and several.

28 SUCCESSORS. Company and Customer as used in this Agreement shall include the heirs, executors or administrators,

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successors or assigns of the respective parties.

29 COMPANY'S RIGHT TO SUBCONTRACT SERVICES. Customer Agrees that Company is authorized and permitted to subcontract any services to be provided by Company to third parties who may be independent of Company and that Company shall not be liable for any loss or damage sustained by Customer by reason of intrusion, burglary, theft, hold-up, fire, equipment failure, carbon monoxide or any other cause whatsoever caused by the negligence of third parties and the buyer appoints Company to act as Customer's agent with respect to such third parties, except that Company shall not obligate Customer to make any payments to such third parties.

29.1 Company shall be permitted to assign this agreement and upon such assignment shall have no further obligation hereunder. Customer acknowledges that this agreement, and particularly those paragraphs relating to Company's disclaimer or warranties, exemption from liability, even for its negligence, limitation of liability and indemnification, inure to the benefit of and are applicable to any assignee, subcontractors and communication or monitoring centers utilized by Company.

30 INDEPENDENCE. Company is a contractor independent of any partnership, joint venture, or other relationship with any other entity, assignee or subcontractor utilized by Company.

31 ASSIGNABILITY. Company may assign its rights and delegate its duties under this Agreement. If this Agreement is assigned, the Assignee shall assume performance of all duties and obligations under this Agreement and shall be entitled to all of the rights and remedies of Company that are part of this Agreement. Upon notification of assignment, the Customer shall

direct further correspondence concerning this Agreement to the Assignee and shall assert no further claims of warranty or service against Company.

32 JURISDICTION. It is expressly agreed that this Agreement shall be governed by the laws of the State of Tennessee. Customer further agrees that venue shall be in Warren County, Tennessee should litigation arise under any provision of this contract.

33 ENTIRE AGREEMENT. This Agreement along with any rider constitutes the full understanding of the parties and may not be amended, modified or concealed, except in writing signed by both parties. Buyer acknowledges and represents the Buyer has not relied on any representation, assertion, guarantee, warranty, collateral agreement or other assurance, except those set forth in this agreement. Buyer hereby waives all rights and remedies, at law or in equity, arising, or which may arise, as the result of buyer's reliance on such representation, assertion, guarantee, warranty, collateral agreement or other assurance.

34 PRINTED AGREEMENT. None of this AGREEMENT or its terms and conditions may be altered without the express written approval of an officer of the Company.

34.1 This Agreement becomes binding upon Company only when signed by a Manager or officer of the Company.

34.2 If any of the terms or provisions of this agreement shall be determined to be invalid or inoperable, all of the remaining terms and provisions shall remain in full force and effect.

Security Equipment Company, Inc.

By: _____
Sales Representative

Approved:
By: DAVID HUGHES _____

Date: 6/22/2026 _____

This AGREEMENT shall not be binding upon Company unless approved in writing by an officer of Company.

By: _____
Customer

By: _____
Title

Date: _____
Customer acknowledges receipt of a copy of all pages of this agreement.

NOTICE OF CANCELLATION: YOU, THE CUSTOMER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. Cancellation shall be in writing and mailed to Post Office Box 713, McMinnville, TN 37111 by the date indicated.

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SCHEDULE OF PERIODIC SERVICES AND FEES.

☒ Monitoring Service	Monthly_____	Quarterly_____	Annually \$300.00	
☐ Cellular Monitoring	Monthly_____	Quarterly_____	Annually_____	
☐ Daily Test Signals				
☐ UL Placard Fee	Monthly_____	Quarterly_____	Annually_____	
☐ Annual Inspection Service	Monthly_____	Quarterly_____	Annually_____	
☐ Semi-annual Inspection Service	Monthly_____	Quarterly_____	Annually_____	
☐ Total Connect	Monthly_____	Quarterly_____	Annually_____	
☐ Temperature, Locks & Lights	Monthly_____	Quarterly_____	Annually_____	
☐ Total Connect Video	Monthly_____	Quarterly_____	Annually_____	
☐ Mpower Basic	Monthly_____	Quarterly_____	Annually_____	
☐ Mpower Advanced	Monthly_____	Quarterly_____	Annually_____	
☐ E-Notify	Monthly_____	Quarterly_____	Annually_____	
☐ Opening and Closing Signals	Monthly_____	Quarterly_____	Annually_____	
☐ Recurring Monthly Reports	Monthly_____	Quarterly_____	Annually_____	
☐ Over 6 Responsible Parties	Monthly_____	Quarterly_____	Annually_____	
☐ UL Runner Service	During normal business hours \$	<table border="1"><tr><td>135.00</td></tr></table>	135.00	Per hour
135.00				
☒ Per Call Repair Services	Other than normal business hours \$	<table border="1"><tr><td>157.50</td></tr></table>	157.50	Per hour
157.50				
☐ Annual Sprinkler Inspection	Monthly_____	Quarterly_____	Annually_____	
☐ Annual Fire Extinguisher Insp.	Service Fee_____	Per Unit_____		
☒ Trip Charge	<table border="1"><tr><td>35.00</td></tr></table>	35.00		
35.00				

OTHER STANDARD CHARGES AND FEES.

Incident Report \$15.00 each

Data Base Changes

Monitoring data base (may include multiple items per change) \$5.00 per change
Accounting and billing changes no charge

Alarm System Access Code Changes

Remote change via computer \$20.00 per change
On-site change minimum service call

Reconnect fee for disconnected subscriber \$25.00 per occurrence

Excessive Signals (including automatic test signals) \$0.25 Per Signal

Up to 10 per month included in Basic Monitoring
Up to 40 per month included with daily test signals
Up to 80 per month included with dual line test signals

Customer Initials _____

E-Mail _____

Phone No. _____

Mutual Aid Agreement between State of Tennessee, Department of Environment and Conservation and Anderson County Emergency Management

The State of Tennessee, Department of Environment and Conservation (TSP) and the Emergency Management Agency of Anderson County, Tennessee (ACEMA), enter into this Mutual Aid Agreement regarding mutual aid between Norris Dam State Park (NDSP) and ACEMA (hereafter also referred to as "party" or "parties.")

This Mutual Aid Agreement is based on the authority set forth in Tennessee Code Annotated section 11-3-107(b)(2), which allows TSP commissioned law enforcement personnel and licensed emergency medical responders (rangers) to act with all the powers and protections of a law enforcement officer and medical responder throughout the state upon request for assistance from local officials, if such assistance is necessary for the protection of life, health, or safety. This Mutual Aid Agreement is also based on Tennessee Code Annotated section 58-8-113 authorizing any governmental entity to provide aid and assistance in any area of the state to any state or federal agency upon request by the state or federal agency.

Each party understands that the law enforcement officers or medical responders of the responding party will intervene and report and otherwise execute their duties and responsibilities as required by the laws and policies directly applicable to or promulgated by the responding party. Agents of the responding party are not required to carry out the policies of the requesting party.

The parties (ACEMA and NDSP) understand as follows:

1. Both parties will make best efforts to respond to calls for aid upon request for such aid. A request for NDSP's assistance made under this agreement shall be considered a request for assistance by local officials under Tennessee Code Annotated section 11-3-107(b)(2). The requesting party will make best efforts to ascertain the identity of and consult with the senior official on duty with the responding party. While the requesting party should make its best effort to route requests for assistance to the responding party's senior official on duty at the time of the request, requests may also be relayed through dispatch or the responding party's headquarters if necessary.
2. NDSP's Rangers are "on call" after posted hours of the park closing (9:00PM). ACEMA will respond to calls on park property in their respective county and make best efforts to contact the Ranger On Call after hours.
3. Upon receipt of an aid request, the responding party will make best efforts to provide personnel and equipment sufficient to meet the needs of the requesting party, but whether

any aid is provided in response to a request is solely in the discretion of the responding party. The parties understand that the responding party must always prioritize the health, safety, and welfare of its home jurisdiction.

Each party's response will depend on the severity of the emergency in the requesting party's jurisdiction, as the responding party determines after discussion with the requesting party.

- a) If there is also an emergency in the responding party's jurisdiction when an aid request is made, or an emergency occurs while responding to an aid request, the responding party may reasonably determine, after considering the severity of the emergency in its own jurisdiction, that a response is impossible without endangering life or incurring significant property damage in its own jurisdiction. The responding party may then choose to use all equipment and personnel in its own jurisdiction. If this happens, the responding party should attempt to inform the requesting party of the responding party's decision.
 - b) When two or more requests for mutual aid are made at or around the same time, the responding party may determine, based upon a reasonable appraisal of the emergencies of the requesting jurisdictions, how best to respond to the requests. The responding party may elect to send all available resources to the jurisdiction with the most pressing emergency, or the responding party may allocate some resources to each requesting jurisdiction. The responding party shall inform the requesting party of the responding party's decision.
4. At all times during a response, including traveling to the scene and returning to their home jurisdiction, responding agents are to be considered for all purposes to be employees of the respective agencies. Nothing in this agreement alters the provisions of the Tennessee Code Annotated section 58-8-113.
5. No compensation or reimbursement will be paid by the parties under this agreement for mutual aid being rendered. Each party will bear the costs of their own response.
6. The party requesting assistance will be in command of the scene as to strategy tactics, and overall direction of the operations, including during search-and-rescue operations. All orders or directions regarding the operations of the responding party should be relayed, if possible, to the senior agent commanding the responding party.

7. The officers of each party may attend joint training opportunities that are open to other agencies, with permission from their supervisor, so long as the training opportunities are held within the hosting parties' jurisdiction.
8. ACEMA is permitted to utilize NDSP property for training purposes for the following: use of property (woods/lake access), day use facilities, and cabin facilities. ACEMA must obtain permission from the park manager to utilize the park and its facilities at least 14 days in advance of the training.
9. The parties will review this agreement within 60 days of a change in the ACEMA Director, TSP's Director of State Parks Operations, or NDSP's Park Manager. The parties also agree that they will review this agreement at least every five years, beginning _____, or another date reasonably near _____ that is amenable to both parties. The parties may review this agreement upon the request of either party, which the other party will accommodate within a reasonable time.
10. Either party may terminate this agreement for any reason by giving 60 days prior written notice to the other party.
11. All communications this agreement observes may be made in any reasonable way, including but not limited to by telephone, radio, text message, or email. All non-emergency communications, regardless of method of transmission, must be addressed to the respective party at the appropriate contact information as set forth below, or to such other party or address as may be specified by written notice.

Anderson County Emergency Management Agency

Joseph Mead, Director

111 S Charles G Seivers Blvd

Clinton, TN 37716

jmead@andersoncountyttn.gov

865-264-6396

Department of Environment and Conservation

Ryan Jenkins, Director of State Parks Operations

500 James Robertson Parkway

Nashville, TN 37243

ryan.jenkins@tn.gov

931-364-7724

26.0168

Copy to:

Norris Dam State Park

Nathaniel Housley, Park Manager

125 Village Green Circle

Rocky Top, TN, 37769

Nathaniel.housley@tn.gov

(865) 425-4500

(865) 306-4839 (cell)

12. This agreement contains the entire understanding between the parties relating to this subject. This agreement supersedes all prior understandings, representations, negotiations, and agreements between the parties. This agreement may be amended only by writing executed by all parties.
13. If any terms or conditions of this agreement are held invalid as a matter of law, the invalid terms and conditions shall be severed, and the other terms and conditions will not be affected.

This agreement constitutes the entire understanding of the agencies pertaining to matters contemplated hereunder at this time.

Signed: _____

Name: David Salyers

Title: Commissioner, Department of
Environment and Conservation

Date: _____

Signed: _____

Name: Joseph Mead

Title: Director, Anderson County
Emergency Management Agency

Date: _____

26.0162

Signed: _____

Name: Nathaniel Housley

Title: Park Manager, Norris Dam State Park

Date: _____

APPROVED AS TO LEGAL FORM

James W. Brooks 06-26-2026
James W. Brooks
Anderson County Law Director