

HEALTHCARE SERVICE AGREEMENT*(Transportation Services)*

This Health Care Services Agreement ("Agreement") is by and between **NORRIS HEALTH AND REHAB** 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 residence (the "Services"), and shall receive compensation for those Services, as set forth on Exhibit A attached hereto and incorporated herein by reference.

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the parties by their duly authorized representatives have entered into this Agreement

As of the 7th day of July 2026.

FACILITY:

Norris Health and Rehab

By: [Signature]
Executive Director

Accepted By: [Signature]
Director of Operations

APPROVED AS TO LEGAL FORM

[Signature] 07-21-2026
James W. Brooks
Anderson County Law Director

Address for Notices:
3382 Andersonville Hwy
Andersonville, TN 37705
Attn: Executive Director
Facsimile:

Copy to Norris Health and Rehab

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

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, bloods, 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 extend 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 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.

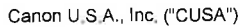
12. Regulatory References. A reference in this Addendum to a section in the Privacy Rule, Security Rule, other applicable provisions of HIPAA or HITECH or any regulations promulgated thereunder means the section as in effect or as amended.

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.



27-0005

State of Tennessee Contract Quote Sheet

Issued Pursuant to the Terms and Conditions of

NASPO ValuePoint Master Agreement #187646 State of TN PA# 87016

QUOTE AND 60 MO RENTAL ORDER DOCUMENT

Quote #: BD-724

Date: 7/8/2026

BILL TO: ("Customer")

SHIP TO: (if different)

Customer Name: TN Anderson County

Customer Name:

Dept: Veteran Services

Dept:

Contact: Scott Nation

Contact:

Address: 100 N Main St, Rm 114

Address:

City/State/Zip: Clinton, TN 37716

City/State/Zip:

Phone: 865-463-6803

Phone:

Email: snation@andersoncountyttn.gov

Email:

Order Details

[illegible]

TOTAL 60 MO RENTAL CHARGE:	\$17.67
-----------------------------------	----------------

☒ Auto Toner Fulfillment Elected ** (Requires imageWare Remote)		
Contact:	Phone:	E-mail:

CUSA to Pick Up and Return Current Canon Device if Completed:		
Model:	Serial #: 3DD03708	Return To: Canon Financial Services, Inc.

Send Signed Purchase Order or Email Acknowledgement to:

Canon U.S.A., Inc.
Attn: **CANON CONTACT**
Email:

Payment Remit To Address:

Canon U.S.A., Inc.
15004 Collections Center Drive
Chicago, IL 60693

APPROVED AS TO LEGAL FORM

James W. Brooks
Anderson County Law Director

AIA® Document A101® – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the Twenty-third day of July in the year Two Thousand Twenty-Six
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

Anderson County
100 North Main Street, Suite 208
Clinton, TN 37716

and the Contractor:
(Name, legal status, address and other information)

Evans-Ailey Construction Co Inc
7613 Blueberry Rd
Powell, 37849
(865) 498-0132

for the following Project:
(Name, location and detailed description)

Anderson County Emergency Operations Center
278 Frank L Diggs Drive
Clinton, TN 37716
Per Bid #2631

The Architect:
(Name, legal status, address and other information)

Studio Four Design a Michael Graves Company
18 Emory Place - Ste 100
Knoxville, TN 37917
865-523-5001

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101®-2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

ELECTRONIC COPYING of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

- ☐ The date of this Agreement.
- ☒ A date set forth in a notice to proceed issued by the Owner.
- ☐ Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

- ☒ Not later than Three Hundred Thirty (330) calendar days from the date of commencement of the Work.

[] By the following date:

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
-----------------	-----------------------------

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Four Million Eight Hundred and Seventy Thousand Dollars and Zero Cents (\$ 4,870,000.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
NA	

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement. (Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
NA		

§ 4.3 Allowances, if any, included in the Contract Sum: (Identify each allowance.)

Item	Price
Contingency allowance (5%)	\$232,250.00

§ 4.4 Unit prices, if any: (Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
Rock Removal in Trench Excavation	Cubic Yard	\$125.00
Rock Removal in Mass Excavation	Cubic Yard	\$80.00
Unsuitable Soil	Cubic Yard	\$60.00

§ 4.5 Liquidated damages, if any: (Insert terms and conditions for liquidated damages, if any.)

\$500.00 per calander day

§ 4.6 Other:

(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the Seventh day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the Fourteenth day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than Fourteen (14) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

5%

NA

NA

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage upon Substantial Completion.)

NA

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

Issuance of

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

1.00 % monthly

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

- ☒ Arbitration pursuant to Section 15.4 of AIA Document A201–2017
- ☐ Litigation in a court of competent jurisdiction
- ☐ Other (*Specify*)

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:
(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:
(Name, address, email address, and other information)
Mayor Terry Frank
?????
Anderson County
100 North Main Street, Suite 208, Clinton, TN 37716

§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

Steve Aiely
7613 Blueberry Rd Powell, TN 37849
(865) 498-0132
(865) 498-0133 Fax
(865) 680-2908 Mobile
steve@eacinc.net

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the

other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™-2017 Exhibit A, and elsewhere in the Contract Documents.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A101™-2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201™-2017, General Conditions of the Contract for Construction
- .4 Building information modeling exhibit, dated as indicated below:
(Insert the date of the building information modeling exhibit incorporated into this Agreement.)

.5 Drawings

Bound drawing sheets titled " Anderson County Emergency Operations Center, 278 Frank L Diggs Drive, Clinton, TN" dated March 3, 2027, with drawings as enumerated and listed on "Project General Information and Sheet Index" (Sheet G0.01).

.6 Specifications

Bound volume titled " Anderson County Emergency Operations Center, 278 Frank L Diggs Drive, Clinton, TN", dated March 27, 2026", with the contents as enumerated in the Table of Contents Division 00 through Division 27.

.7 Addenda, if any:

Number	Date	Pages
1	5/21/2026	69
2	6/23/2026	48
3	6/9/2026 (Released 7/9/2026)	33

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.8 Other Exhibits:

This Agreement entered into as of the day and year first written above.

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User Notes:

(6a62623d0a332e0b232f9d5e)

OWNER *(Signature)*

(Printed name and title)

CONTRACTOR *(Signature)*

(Printed name and title)

DRAFT

Additions and Deletions Report for AIA® Document A101® – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 18:49:34 EDT on 07/23/2026.

Changes to original AIA text

PAGE 2

[X] Not later than ~~Three Hundred Thirty (330)~~ calendar days from the date of commencement of the Work.

PAGE 3

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be ~~Four Million Eight Hundred and Seventy Thousand Dollars and Zero Cents (\$ 4,870,000.00)~~, subject to additions and deductions as provided in the Contract Documents.

Item	Price	
<u>NA</u>		
Item	Price	Conditions for Acceptance
<u>NA</u>		
Item	Price	
<u>Contingency allowance (5%)</u>	<u>\$232,250.00</u>	
Item	Units and Limitations	Price per Unit (\$0.00)
<u>Rock Removal in Trench Excavation</u>	<u>Cubic Yard</u>	<u>\$125.00</u>
<u>Rock Removal in Mass Excavation</u>	<u>Cubic Yard</u>	<u>\$80.00</u>
<u>Unsuitable Soil</u>	<u>Cubic Yard</u>	<u>\$60.00</u>

PAGE 4

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the Seventh day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the Fourteenth day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than ~~Fourteen (14)~~ days after the Architect receives the Application for Payment.

§ 5.1.7.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire

Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

PAGE 5

~~0~~ 1.00 % monthly

PAGE 6

(865) 498-0132

(865) 498-0133 Fax

(865) 680-2908 Mobile

steve@eacinc.net

PAGE 7

~~§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201-2017, may be given in accordance with a building information modeling exhibit, if completed, or as otherwise set forth below:~~

~~(If other than in accordance with a building information modeling exhibit, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)~~

~~§ 8.7 Other provisions:~~

~~5— Drawings~~

Bound drawing sheets titled " Anderson County Emergency Operations Center, 278 Frank L Diggs Drive, Clinton, TN" dated March 3, 2027, with drawings as enumerated and listed on "Project General Information and Sheet Index" (Sheet G0.01).

Number	Title	Date
--------	-------	------

Bound volume titled " Anderson County Emergency Operations Center, 278 Frank L Diggs Drive, Clinton, TN", dated March 27, 2026", with the contents as enumerated in the Table of Contents Division 00 through Division 27.

Section	Title	Date	Pages
---------	-------	------	-------

Number	Date	Pages
<u>1</u>	<u>5/21/2026</u>	<u>69</u>
<u>2</u>	<u>6/23/2026</u>	<u>48</u>
<u>3</u>	<u>6/9/2026 (Released 7/9/2026)</u>	<u>33</u>

(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

☐ — AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:

PAGE 8

(Insert the date of the E204-2017 incorporated into this Agreement.)

☐ — The Sustainability Plan:

☐ — Supplementary and other Conditions of the Contract:

9 — Other documents, if any, listed below:

Additions and Deletions Report for AIA Document A101 – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 18:49:34 EDT on 07/23/2026 under Subscription No. 20250119495 which expires on 04/15/2027, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.

User Notes:

(6a62623d0a332e0b232f9d5e)

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™ 2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

Variable Information

PAGE 1

AGREEMENT made as of the Twenty-third day of July in the year Two Thousand Twenty-Six

Anderson County

100 North Main Street, Suite 208
Clinton, TN 37716

Evans-Ailey Construction Co Inc

7613 Blueberry Rd
Powell, 37849

(865) 498-0132

Anderson County Emergency Operations Center

278 Frank L Diggs Drive

Clinton, TN 37716

Studio Four Design a Michael Graves Company

18 Emory Place - Ste 100
Knoxville, TN 37917

865-523-5001

PAGE 2

- ☒ A date set forth in a notice to proceed issued by the Owner.
- ☒ Not later than ~~←~~Three Hundred Thirty (330) calendar days from the date of commencement of the Work.

PAGE 3

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be ~~←~~\$ Four Million Eight Hundred and Seventy Thousand Dollars and Zero Cents (\$ 4,870,000.00), subject to additions and deductions as provided in the Contract Documents.

\$500.00 per calander day

PAGE 4

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the Seventh day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the Fourteenth day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than ~~+~~Fourteen (14) days after the Architect receives the Application for Payment.

5%

PAGE 5

NA

NA

NA

Issuance of

~~1.00~~ 1.00 % monthly

PAGE 6

[X] Arbitration pursuant to Section 15.4 of AIA Document A201-2017

?????

Anderson County

100 North Main Street, Suite 208, Clinton, TN 37716

Steve Aiely

7613 Blueberry Rd Powell, TN 37849



State of Tennessee Contract Quote Sheet

Issued Pursuant to the Terms and Conditions of

NASPO ValuePoint Master Agreement #187646 State of TN PA# 87016

QUOTE AND 60 MO RENTAL ORDER DOCUMENT

Quote #: BD-770

Date: 8/5/2026

BILL TO: ("Customer")

SHIP TO: (if different)

Customer Name: TN Anderson County

Customer Name:

Dept: Law Director

Dept:

Contact: Cassandra Powell

Contact:

Address: 101 S Main St, Suite 310

Address:

City/State/Zip: Clinton TN 37716

City/State/Zip:

Phone: 865-457-6290

Phone:

Email: cpowell@andersoncountyttn.gov

Email:

[illegible]

TOTAL 60 MO RENTAL CHARGE:	\$55.21
-----------------------------------	----------------

☒ Auto Toner Fulfillment Elected ** (Requires imageWare Remote)		
Contact:	Phone:	Email:

CUSA to Pick Up and Return Current Canon Device if Completed:		
Model:	Serial #: 2YJ02350	Return To: Canon Financial Services, Inc.

Send Signed Purchase Order or Email Acknowledgement to:

Canon U.S.A., Inc.
Attn: **CANON CONTACT**
Email:

Payment Remit To Address:

Canon U.S.A., Inc.
15004 Collections Center Drive
Chicago, IL 60693

Anderson County Government

Employee Community Paramedic Course Tuition Agreement

This Agreement is made on 8/5/26 by and between Matthew Wilson (Employee) and Anderson County Emergency Medical Services (ACEMS).

Whereas Employee is an employee of ACEMS, and in order to enhance the skills of the Employee, the Employee is attending the Anderson County Community Paramedic course, beginning on or about **September 10, 2026** and ending on or about **December 3, 2026**.

Witnesseth:

Section 1: Course Cost Coverage. ACEMS agrees to cover the total fees for the Course, as long as the Employee is actively employed in a full-time capacity for a period of no less than one (1) year after obtaining licensure/certificate as a Community Paramedic from the State of Tennessee. ACEMS will not pay for licensing fees, which are considered a separate cost from the class requirements. ACEMS will not pay for more than one testing fee. The course fee total is **\$895**.

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

- a. Employment of the Employee at ACEMS terminates prior to the completion of the Program for any reason whatsoever, including resignation by Employee, or dismissal by Employer with cause, but excluding layoffs due to staff downsizing.
- b. Employment of the Employee at ACEMS terminates prior to the completion of the year after obtaining of Community Paramedic State EMS License.
- c. Failure to complete/pass the Community Paramedic course.
- d. Failure to obtain a state Community Paramedic license, after three attempts of the test and/or after six months from completion of the course.

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

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

assessing the reimbursement of the Tuition Payments hereunder as a benefit to the Employee.

Section 8: Release. Employee hereby agrees to release and hold County harmless from and against any and all claims, lawsuits, or the like associated with County's performance of this agreement, or as it relates to the past, present, or future financial condition of the County or the performance of Employee's services under this Agreement.

Section 9: Default. In the event of default by the Employee hereto, the County may bring suit against the Employee to enforce the terms of this Agreement. In such an event, the prevailing party shall be entitled to recover any remedies available at law and/or equity, including reasonable attorney's fees and costs associated with the default.

Section 10: No Oral Modification. No modification, amendment, supplement to, or waiver of this Agreement or any of its provisions shall be binding upon the Parties hereto unless made in writing and duly signed by all the parties.

Section 11: Waiver. A failure of any Party to exercise any right provided for herein shall not be deemed to be a waiver of any right hereunder.

Section 12: Entire Agreement. This Agreement sets forth the entire understanding of the Parties as to the subject matter and may not be modified except in a writing executed by all Parties.

Section 13: Severability. If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

Section 15: Exhibits. Any Exhibits attached hereto or incorporated herein are made a part of this Agreement for all purposes. The expression "this Agreement" means the body of this Agreement and the Exhibits.

Section 16: Multiple Counterparts; Effectiveness. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original for all purposes and all of which shall be deemed, collectively, one Agreement. This Agreement shall become effective when executed and delivered by all the Parties.

Section 17: Jurisdiction. Each Party hereby irrevocably consents to the jurisdiction of all state courts sitting in Anderson County, Tennessee or all federal courts sitting in Knoxville, Tennessee, and agrees that venue for any legal action brought in connection with this Agreement shall lie exclusively in such courts.

Section 18: Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties and upon their respective successors, heirs, or assigns.

Section 19: Choice of Law. This Agreement shall be governed and construed in accordance with the laws of the State of Tennessee.

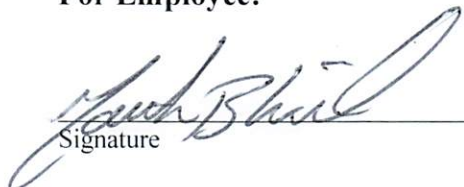
Section 20: Notice. Any notice required or provided pursuant to this Agreement shall be in writing and sent or delivered to the Parties.

Section 21: Titles and Subtitles. Titles of paragraphs and subparagraphs are for convenient reference only and shall not have the effect of modifying, amending, or changing the express terms of this Agreement.

Section 22: Assignment. This Agreement is not assignable.

Section 23: Further Documentation. The Parties agree for themselves to execute any and all instruments in writing, which are or may become necessary or proper to carry out the employment relationship, purpose, and intent of this Agreement.

For Employee:


Signature

Matthew B. Wilson
Print Full Name

Date: 8-5-26

Address: P.O. Box 396

Harrington, TN 37752

For Anderson County:


Nathan Sweet, Director of Emergency
Medical Services

Date: 8/5/26

Approved as to Form:

County Law Director