
Anderson County Board of Commissioners

Regular Agenda **Monday, October 19, 2015 @ 6:30 p.m.**

- 1. Call to Order / Roll Call**
- 2. Prayer by Chaplain Bobby Joe Higgs / Pledge of Allegiance**
- 3. Appearance of Citizens**
- 4. Approval and Correction of Agendas**
 - Consent Agenda
 - Regular Agenda
- 5. A. Director of Schools**
 - Any questions from Commissioners**B. County Mayor**
 - Board Appointments – Water Authority and Regional Planning Commission
 - Mayors request to set at the table
 - Mayors request to be considered for Chairman of the County Commission September 2016.
 - Resolutions 15-10-557 and 15-10-558
 - Any questions from Commissioners**C. Law Director**
 - Law Suit Update – Need to engage outside expert witness's
 - Executive Session Request – Crumpley vs. AC
 - Any questions from Commissioners**D. Departments**
 - a. Purchasing Agent - Report**E. Reports from Committees**
 - a. Budget Committee Report by Budget Director Chris Phillips
 - b. Highway Committee Report by Chairman Alderson
 - c. Operations Committee Report by Chairman Isbel
- 6. New Business**
- 7. Old Business**
 - Item 27 (CC Minutes 9-21-15) Commissioner Mead made a motion to approve the startup cost for Animal Holding Facility of \$9,892.90 - 30 day deferral.
 - Item 31 (CC minutes 9-21-15) Commissioner Meredith made a motion to approve authorizing the Law Director file a writ of mandamus for the East Wolf Valley Convenience Center. Seconded by Commissioner Isbel - 30 day deferral.
 - Item 34 (CC minutes 9-21-15) Commissioner Scott made a motion to put on the October agenda the discussion of the ACEMS financial status and how the \$600,000.00 owed to the county because of insurance claims is going to be paid back. Seconded by Commissioner Mead.
- 8. Announcements**
 - Smoke Detectors / Time Change by Commissioner Scott
 - ASAP Medicine cabinet – ORPD by Commissioner Scott
- 9. Adjourn**

Respectfully Submitted,
Steve Emert, Chairman



ANDERSON COUNTY GOVERNMENT

TERRY FRANK
COUNTY MAYOR

October 14, 2015

To: Anderson County Board of Commissioners
From: Mrs. Terry Frank, County Mayor

Re: Board Appointments

I wish to make the following appointments to the following boards:

Anderson County Water Authority:

Rickey Rose	Term Expiring	9/19
Jack Shelton	Term Expiring	9/19

Regional Planning Commission:

Commissioner Robert McKamey	Term Expiring	1/16
(to fill unexpired term of Commissioner Steve Emert who resigned due to time constraints as Chairman)		
Will Robinson, Engineer, Oak Ridge	Term Expiring	1/18



ANDERSON COUNTY GOVERNMENT

TERRY FRANK
COUNTY MAYOR

October 14, 2015

Anderson County Board of Commissioners
100 North Main Street, Suite 118
Clinton, TN 37716

Dear Commissioners:

I have two requests for which I humbly beg your consideration.

First, I wish to request the ability to sit with you during our meetings. The county mayor, any county mayor—not just me, is an *ex-officio member (see attached) of the Board of Commissioners, as well as other committees.

I think if we look at the sheer mechanical and physical structure of our meetings, the layout is one that encourages adversarial and confrontational dialogue instead of collaboration.

It is my belief that debate and disagreement in the world of policy and governance is not only healthy, but a necessary part of our government. However, while there may always be times when a particular issue may be held dear to a particular member or members (including me) and debate might be more spirited, *healthy*, respectful debate is the goal.

I know the desk would be crowded, so I propose adding on space for one more seat and I would take responsibility for the addition. I would hope that November might not only be a month for families to share a meal around the table, but where we could come together as two branches in government for one purpose—representation and cooperation on behalf of the people we serve.

Second, I also wish the Board of Commissioners to consider my candidacy for Chairman of the board during elections next September, 2016. In serving as

Chairman, I would have to surrender my veto power, and my position would be a non-voting position at all times with the exception of my ability to break a tie.

While this may seem a shocking proposal at first, I think we can look back over the history of Anderson County and see that the County Mayor as Chairman—or County Executive or Judge as the position used to be called—was an effective structure.

The County Mayor as Chairman encourages the board and the Mayor to work closer on a regular basis throughout each month instead of just monthly meetings. I believe in chairing Budget Committee and Purchasing Committee, as well as the Animal Welfare Task Force that I have proven myself a chair respectful of those who appear before the committees as well as those who serve on the committees.

Over the next year, I hope you would reach out to various department heads, elected officials, employees and attending citizens and ask their thoughts about my leadership on these important committees. I have worked hard to make the running of these committees respectful and enjoyable—yet also efficient, truly engaging and deliberative.

It may seem overly in advance to make such a request for your vote as your next Chairman in 2016, but I make such proposal so that over the months you might envision how government might work better in Anderson County. I believe that such a move would not only be a benefit to the working mechanics of government, but would send a welcome, positive message both to our government team, and the taxpayers who entrust us with the care of their dollars.

My best regards,

Terry Frank

Attachment: CTAS e-Lib "Relationship to County Legislative Body-County Mayor"



County Technical Assistance Service

Published on e-Li (<http://eli.ctas.tennessee.edu>)

Home > Relationship to County Legislative Body-County Mayor

Relationship to County Legislative Body-County Mayor

Relationship to County Legislative Body-County Mayor

Tennessee Code Annotated

Reference Number: CTAS-24

Reference Number: CTAS-24

The county mayor serves as a nonvoting, ex officio member of the legislative body; as such the county mayor may not make or second a motion. Op. Tenn. Att'y Gen. 86-194 (December 1, 1986).

The county mayor may be elected chairperson of the legislative body. A county mayor who serves as chair of the legislative body may cast a vote in the event of a tie. T.C.A. § 5-5-109. However, if the county mayor becomes chair, the mayor's veto power is forfeited. T.C.A. § 5-5-103. If not chair of the county legislative body, the county mayor has veto power over legislative resolutions (not administrative or appellate resolutions) adopted by the legislative body.

When a resolution is adopted by the legislative body, it should be submitted to the county mayor. Each resolution must be signed, vetoed, or allowed to become effective without the county mayor's signature. If a resolution is signed by the county mayor, it becomes effective immediately or at a later date specified in the resolution. If the county mayor vetoes the resolution, he or she must return the resolution to the legislative body for action on the veto, and the resolution becomes effective only upon subsequent passage by a majority of all legislative body members. Such passage must take place within 20 days of receiving the county mayor's veto or at the legislative body's next regular meeting, whichever is later. If the county mayor does not sign or veto a resolution or report the mayor's action to the legislative body within 10 days after the resolution is submitted to him or her, the resolution becomes effective without the mayor's signature after 10 days or at a later date if the resolution so provides. T.C.A. § 5-6-107. The county mayor who does not chair the county legislative body may veto the entire county budget but may not veto portions of it. T.C.A. § 5-6-107.

The county mayor or the county mayor's representative also serves as a nonvoting, ex officio member of each committee of the legislative body, except as provided by law or by the legislative body. T.C.A. § 5-6-106.

Additional information about a county mayor's relationship to the county legislative body is under the County Legislative Body-County Offices tab.

Source URL: <http://eli.ctas.tennessee.edu/reference/relationship-county-legislative-body-county-mayor>





ANDERSON COUNTY GOVERNMENT

TERRY FRANK
COUNTY MAYOR

October 14, 2015

Anderson County Board of Commissioners
100 North Main Street, Suite 118
Clinton, TN 37716

Dear Commissioners,

Because we received the resolutions past the opportunity to be heard by Budget Committee, I wish to request:

1. Motion to offer consideration of Resolution 15-10-557 and Resolution 15-10-558
2. Motion to approve Resolution 15-10-557 and Resolution 15-10-558.

Thank you,

Mrs. Terry Frank
Anderson County Mayor

Attachments: Resolutions 15-10-557 and 15-10-558
Bond Modification Agreements (Rural Elementary, Rural High School)

RESOLUTION NO 15-10-557

RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF A BOND MODIFICATION AGREEMENT AMENDING THAT CERTAIN \$4,505,215 LOCAL GOVERNMENT LOAN PROGRAM BOND, SERIES 2014 (ANDERSON COUNTY RURAL ELEMENTARY SCHOOL LOAN), ISSUED BY THE PUBLIC BUILDING AUTHORITY OF THE CITY OF CLARKSVILLE, TENNESSEE, IN CONNECTION WITH THAT CERTAIN LOAN EVIDENCED BY A LOAN AGREEMENT, DATED FEBRUARY 4, 2014, ENTERED INTO BY THE COUNTY

WHEREAS, the Board of Commissioners (the "Board"), of Anderson County, Tennessee (the "County"), by its Loan Resolution, adopted by the Board on January 21, 2014, authorized a loan with The Public Building Authority of the City of Clarksville, Tennessee (the "Authority"), the proceeds of such loan to be used to finance the costs of certain "public works projects, consisting of (i) the acquisition, construction, and equipping of the portion of certain County school facilities providing education services to students residing outside the corporate limits of the City of Oak Ridge, Tennessee, and the Town of Clinton, Tennessee, including, but not limited to, energy efficiency improvements to school facilities, and, (ii) payment of legal, fiscal, administrative, architectural, and engineering costs incident to all of the foregoing (collectively, the "Project");

WHEREAS, the Authority has been established pursuant to the provisions of Title 12, Chapter 10, Tennessee Code Annotated, as amended (the "Act"), and is authorized pursuant to the provisions of the Act to issue its bonds from time to time, in one more series, and to loan the proceeds thereof to the County for the above described purposes;

WHEREAS, the Authority issued that certain Local Government Loan Program Bond, Series 2014 (Anderson County Rural Elementary School Loan), dated February 4, 2014, in the original principal amount of \$4,505,215 (the "Bond"), the proceeds of the sale thereof having been loaned to the County pursuant to the provisions of that certain Loan Agreement, dated February 4, 2014, by and among the Authority, the County, and the Tennessee County Services Loan Program, a public nonprofit corporation (the "Lender");

WHEREAS, the Loan Agreement and the Bond provide for the amendment and modification of such Bond upon certain conditions;

WHEREAS, the Authority, the County, and the Lender now desire to modify and amend certain provisions of the Bond, including the rate of interest payable thereon and the prepayment provisions of such Bond in order to provide for the reduction of the rate of interest payable by the County;

WHEREAS, there has been prepared and presented to this meeting of the Board of the County that certain Bond Modification Agreement (the "Bond Modification Agreement"), to be dated as of November 1, 2015, providing for the reduction of the rate of interest payable on the Bond and the modification of the prepayment provisions of such Bond; and,

WHEREAS, it appears to the Board of the County that such document is in due form and that the execution and delivery and implementation thereof will be in the best interests of the County.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Anderson County, Tennessee:

Section 1. Approval of Bond Modification Agreement. The form, terms, and provision of the Bond Modification Agreement are in the best interest of the County and are hereby approved and the Board hereby authorizes the County Mayor and the County Clerk of the County to execute and deliver such Bond Modification Agreement, such Bond Modification Agreement to be in substantially the form of the Bond Modification Agreement presented to this meeting, the execution of such Bond Modification Agreement by the County Mayor and the County Clerk to evidence their approval of any and all changes to such Bond Modification Agreement, and any related documents necessary to the consummation of the transactions contemplated by the Bond Modification Agreement.

Section 2. Miscellaneous Acts. The County Mayor, the County Clerk, the County Trustee, the County Attorney, and all other appropriate officials of the County are hereby authorized, empowered, and directed to do any and all such acts and things, and to execute, acknowledge, and deliver all such documents, instruments, and certifications, in connection with the execution of the Bond Modification Agreement and the amendment and modification of the Bond, in addition to those acts, things, documents, instruments, and certifications hereinbefore authorized and approved, as may in their discretion, be necessary or desirable to implement or comply with the intent of this Resolution, or any of the documents herein authorized and approved.

Section 3. Captions. The captions or headings in this Resolution are for convenience only and shall in no way define, limit, or describe the scope or intent of any provision hereof.

Section 4. Severability. Should any provision or provisions of this Resolution be declared invalid or unenforceable in any respect by final decree of any court of competent jurisdiction, the invalidity or unenforceability of such section, paragraph, ordinance, or provisions shall not affect the remaining provisions of such Resolution.

Section 5. Repeal of Conflicting Resolutions. All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed.

Section 6. Effective Date. This Resolution shall take effect upon its adoption, the welfare of the County requiring it.

Adopted this 19th day of October, 2015

County Mayor

ATTEST:

County Clerk

STATE OF TENNESSEE)
COUNTY OF ANDERSON)

I, Jeff Cole, hereby certify that I am the duly qualified and acting County Clerk of Anderson County, Tennessee (the "County"), and, as such official, I further certify as follows: (1) that attached hereto is a copy of a resolution excerpted from the minutes of the meeting of the Board of Commissioners (the "Board"), of said County held on October 19, 2015; (2) that I have compared said copy with the original minute record of said meeting in my official custody; (3) that said copy is a true, correct, and complete transcript from said original record insofar as said original record relates, to, among other matters, the amendment and modification of rural elementary school indebtedness in the original amount of \$4,505,215 by said County; (4) that the actions by said Board including the aforementioned, at said meeting were promptly and duly recorded by me in a book kept for such purpose; and, (5) that a quorum of the members of said Board was present and acting throughout said meeting.

WITNESS my official signature and the seal of said County this 19th day of October, 2015.

County Clerk

(SEAL)

RESOLUTION NO 15-10-558

RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF A BOND MODIFICATION AGREEMENT AMENDING THAT CERTAIN \$5,180,000 LOCAL GOVERNMENT LOAN PROGRAM BOND, SERIES 2014 (ANDERSON COUNTY RURAL HIGH SCHOOL LOAN), ISSUED BY THE PUBLIC BUILDING AUTHORITY OF THE CITY OF CLARKSVILLE, TENNESSEE, IN CONNECTION WITH THAT CERTAIN LOAN EVIDENCED BY A LOAN AGREEMENT, DATED FEBRUARY 4, 2014, ENTERED INTO BY THE COUNTY

WHEREAS, the Board of Commissioners (the "Board"), of Anderson County, Tennessee (the "County"), by its Loan Resolution, adopted by the Board on January 21, 2014, authorized a loan with The Public Building Authority of the City of Clarksville, Tennessee (the "Authority"), the proceeds of such loan to be used to finance the costs of certain "public works projects, consisting of (i) the acquisition, construction, and equipping of the portion of certain County school facilities providing education services to students residing outside the corporate limits of the City of Oak Ridge, Tennessee, including, but not limited to, energy efficiency improvements to school facilities, (ii) payment of legal, fiscal, administrative, architectural, and engineering costs incident to all of the foregoing (collectively, the "Project");

WHEREAS, the Authority has been established pursuant to the provisions of Title 12, Chapter 10, Tennessee Code Annotated, as amended (the "Act"), and is authorized pursuant to the provisions of the Act to issue its bonds from time to time, in one more series, and to loan the proceeds thereof to the County for the above described purposes;

WHEREAS, the Authority issued that certain Local Government Loan Program Bond, Series 2014 (Anderson County Rural High School Loan), dated February 4, 2014, in the original principal amount of \$5,180,000 (the "Bond"), the proceeds of the sale there having been loan to the County pursuant to the provisions of that certain Loan Agreement, dated February 4, 2014, by and among the Authority, the County, and the Tennessee County Services Loan Program, a public nonprofit corporation (the "Lender");

WHEREAS, the Loan Agreement and the Bond provide for the amendment and modification of such Bond upon certain conditions;

WHEREAS, the Authority, the County, and the Lender now desire to modify and amend certain provisions of the Bond, including the rate of interest payable thereon and the prepayment provisions of such Bond in order to provide for the reduction of the rate of interest payable by the County;

WHEREAS, there has been prepared and presented to this meeting of the Board of the County that certain Bond Modification Agreement (the "Bond Modification Agreement"), to be dated as of November 1, 2015, providing for the reduction of the rate of interest payable on the Bond and the modification of the prepayment provisions of such Bond; and,

WHEREAS, it appears to the Board of the County that such document is in due form and that the execution and delivery and implementation thereof will be in the best interests of the County.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Anderson County, Tennessee:

Section 1. Approval of Bond Modification Agreement. The form, terms, and provision of the Bond Modification Agreement are in the best interest of the County and are hereby approved and the Board hereby authorizes the County Mayor and the County Clerk of the County to execute and deliver such Bond Modification Agreement, such Bond Modification Agreement to be in substantially the form of the Bond Modification Agreement presented to this meeting, the execution of such Bond Modification Agreement by the County Mayor and the County Clerk to evidence their approval of any and all changes to such Bond Modification Agreement, and any related documents necessary to the consummation of the transactions contemplated by the Bond Modification Agreement.

Section 2. Miscellaneous Acts. The County Mayor, the County Clerk, the County Trustee, the County Attorney, and all other appropriate officials of the County are hereby authorized, empowered, and directed to do any and all such acts and things, and to execute, acknowledge, and deliver all such documents, instruments, and certifications, in connection with the execution of the Bond Modification Agreement and the amendment and modification of the Bond, in addition to those acts, things, documents, instruments, and certifications hereinbefore authorized and approved, as may in their discretion, be necessary or desirable to implement or comply with the intent of this Resolution, or any of the documents herein authorized and approved.

Section 3. Captions. The captions or headings in this Resolution are for convenience only and shall in no way define, limit, or describe the scope or intent of any provision hereof.

Section 4. Severability. Should any provision or provisions of this Resolution be declared invalid or unenforceable in any respect by final decree of any court of competent jurisdiction, the invalidity or unenforceability of such section, paragraph, ordinance, or provisions shall not affect the remaining provisions of such Resolution.

Section 5. Repeal of Conflicting Resolutions. All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed.

Section 6. Effective Date. This Resolution shall take effect upon its adoption, the welfare of the County requiring it.

Adopted this 19th day of October, 2015

County Mayor

ATTEST:

County Clerk

STATE OF TENNESSEE)
COUNTY OF ANDERSON)

I, Jeff Cole, hereby certify that I am the duly qualified and acting County Clerk of Anderson County, Tennessee (the "County"), and, as such official, I further certify as follows: (1) that attached hereto is a copy of a resolution excerpted from the minutes of the meeting of the Board of Commissioners (the "Board"), of said County held on October 19, 2015; (2) that I have compared said copy with the original minute record of said meeting in my official custody; (3) that said copy is a true, correct, and complete transcript from said original record insofar as said original record relates, to, among other matters, the amendment of rural high school indebtedness in the original principal amount of \$5,180,000 by said County; (4) that the actions by said Board including the aforementioned, at said meeting were promptly and duly recorded by me in a book kept for such purpose; and, (5) that a quorum of the members of said Board was present and acting throughout said meeting.

WITNESS my official signature and the seal of said County this 19th day of October, 2015.

County Clerk

(SEAL)

10-9-15 DRAFT

BOND MODIFICATION AGREEMENT

By and Among

**THE PUBLIC BUILDING AUTHORITY OF
OF THE CITY OF CLARKSVILLE, TENNESSEE**

ANDERSON COUNTY, TENNESSEE

and

TENNESSEE COUNTY SERVICES LOAN PROGRAM

DATED AS OF NOVEMBER 1, 2015

**LOCAL GOVERNMENT LOAN PROGRAM BOND,
SERIES 2014
(ANDERSON COUNTY RURAL ELEMENTARY SCHOOL LOAN)**

BOND MODIFICATION AGREEMENT

This BOND MODIFICATION AGREEMENT (the "Bond Modification Agreement"), dated as of November 1, 2015, made and executed by and among THE PUBLIC BUILDING AUTHORITY OF THE CITY OF CLARKSVILLE,, TENNESSEE (the "Issuer"), a public, nonprofit corporation organized and existing under the laws of the State of Tennessee; ANDERSON COUNTY, TENNESSEE (the "Borrower" or the "County"), a public corporation existing under the laws of the State of Tennessee, and, THE TENNESSEE COUNTY SERVICES LOAN PROGRAM (the "Lender"), a public nonprofit corporation organized and existing under the laws of State of Tennessee:

WITNESSETH:

For and in consideration of the mutual covenants and undertakings set forth herein, and other valuable consideration, the receipt of which is hereby acknowledged, the parties hereto do hereby agree as follows:

Section 1. Recitation of Facts. As a means of setting forth the matters of mutual inducement which have resulted in the making and execution of this Bond Modification Agreement, the following statements of fact are hereby recited:

(a) The Issuer is authorized by Chapter 10, Title 12, Tennessee Code Annotated, as from time to time amended or supplemented (the "Act"), to, among other things, upon the terms and provisions set forth in the Act, enter into loan agreements with municipal corporations, as defined in the Act, for the purpose of financing the costs of constructing, installing, or acquiring certain necessary and desirable buildings, structures, equipment, and improvements constituting a "project" as such term is defined and used in the Act;

(b) The Issuer has heretofore issued its Local Government Loan Program Bond, Series 2014 (Anderson County Rural Elementary School Loan), dated February 4, 2014, in the original principal amount of \$4,505,215 (the "Bond"), the proceeds thereof having been loaned to the County, pursuant to the terms of that certain Loan Agreement, dated the date hereof (the "Loan Agreement"), by and among the Issuer, the Borrower, and the Lender, as the purchaser of the Bond (the "Loan"), for the purpose of financing all or a portion of the costs of certain public works projects, consisting of (i) the acquisition, construction, and equipping of the portion of certain County school facilities providing education services to students residing outside the corporate limits of the City of Oak Ridge, Tennessee, and the City of Clinton, Tennessee, including, but not limited to, energy efficiency improvements to school facilities, (ii) payment of legal, fiscal, administrative, architectural, and engineering costs incident to all of the foregoing, and, (iii) reimbursement to the County for funds previously expended for the foregoing costs, if applicable, as authorized by the Board of Commissioners of the County by its Loan Resolution adopted by the Board of Commissioners on January 21, 2014, approving indebtedness in an amount of not to exceed \$4,505,215 in the form of a loan from the Issuer;

(c) The Loan Agreement provides for the modification and amendment of certain terms and provisions thereof, subject to certain conditions;

(d) The Lender is, as of the date hereof, the owner of the Bond;

(e) The Issuer, the Borrower, and the Lender, as the owner of the Bond, now desire to make certain modifications to the Bond, such modifications to include, but not necessarily be limited to (i) reducing the rate of interest payable on the Bond, effective as of November 1, 2015, and, (ii) amending the prepayment provisions of the Bond, effective as of November 1, 2015.

Section 2. Modification of the Bond. The Bond is hereby modified and amended, as expressly permitted in the terms thereof, effective as of the date hereof, in such manner that the provisions thereof shall be as set forth in Exhibit "A", such Exhibit "A" being attached hereto and incorporated herein as fully as though copied.

Section 3. Miscellaneous Provisions. (a) The Bond is hereby, and shall henceforth be deemed to be, modified, supplemented, and amended in accordance with the provisions hereof, effective as of the date hereof, and the respective rights, duties, and obligations under the Bond of the Issuer, the Borrower, and the Lender or other owner thereof, shall hereafter be determined, exercised, and enforced thereunder subject in all respects to such modifications, supplements, and amendments, and all terms and conditions of this Bond Modification Agreement shall be, for any and all purposes, a part of the terms and conditions of said Bond.

(b) All provisions, stipulations, promises, covenants, undertakings, and agreements of the Bond, as heretofore existing, not inconsistent with the terms and provisions of this Bond Modification Agreement, are hereby ratified, approved, and confirmed.

(c) Unless otherwise herein to the contrary expressly provided, all terms herein used shall be deemed to have those meanings assigned thereto in the Bond, as applicable.

(d) The captions or headings of the several Sections and provisions of this Bond Modification Agreement are for convenience only, and in no way define, limit, describe, or affect the scope of intent of any such Section or provision.

(e) Any obligation of the Issuer created by or arising out of the Bond, as hereby amended, shall not constitute an indebtedness, debt, or pecuniary liability or loan of credit of the Issuer, the State of Tennessee, or any political subdivision thereof (except the Borrower), or a charge against the general taxing powers, if any, of the foregoing, within the meaning of any constitutional or statutory provision, but shall be payable solely and exclusively as set forth in the Bond and Loan Agreement.

(f) If any one or more of the provisions contained in this Bond Modification Agreement shall be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, but this Bond Modification Agreement shall be construed the same as if such invalid, illegal, or unenforceable provision had never been contained herein.

(g) This Bond Modification Agreement may be executed in several counterparts, each of which shall be deemed an original, and such counterparts shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto, each after due consideration and authorization, have executed this Bond Modification Agreement, as of the date above first indicated.

THE PUBLIC BUILDING AUTHORITY OF
THE CITY OF CLARKSVILLE, TENNESSEE

By: _____

Its: _____

ADERSON COUNTY, TENNESSEE

By: _____
County Mayor

Attest:

By: _____
County Clerk

TENNESSEE COUNTY SERVICES LOAN
PROGRAM

By: _____
President/CEO

FORM OF BOND

EXHIBIT "A"

REGISTERED
No. 1

REGISTERED
\$ 4,505,215

UNITED STATES OF AMERICA

STATE OF TENNESSEE

THE PUBLIC BUILDING AUTHORITY OF THE
CITY OF CLARKSVILLE, TENNESSEE

LOCAL GOVERNMENT LOAN PROGRAM BOND,
SERIES 2014
(ANDERSON COUNTY RURAL ELEMENTARY SCHOOL LOAN)

MATURITY DATE

ISSUE DATE

May 1, 2031

February 4, 2014

REGISTERED OWNER: Tennessee County Services Loan Program
226 Capitol Boulevard
Suite 502
Nashville, Tennessee 37219
Tax ID Number: 62-1669229

ORIGINAL PRINCIPAL
AMOUNT: Four Million Five Hundred Five Thousand Two Hundred Fifteen
Dollars

THE PUBLIC BUILDING AUTHORITY OF THE CITY OF CLARKSVILLE, TENNESSEE, a public, nonprofit corporation organized and existing under the laws of the State of Tennessee (the "Issuer"), for value received, hereby promises to pay, solely from the source and as hereinafter provided, to the Registered Owner identified above, or registered assigns or legal representative, (i) from the Issue Date through November 1, 2015, on the Principal Payment Dates set forth on Original Exhibit A attached hereto and incorporated herein as fully as if though copied, unless this Bond shall have been duly called for prior redemption and payment of the redemption price shall have been paid, the Principal Amounts set forth on Original Exhibit A, and to pay interest on said Principal Amounts from the Issue Date, or such later date as to which interest has been paid, to the Principal Payment Dates set forth on Original Exhibit A, semiannually on the first day of May and November of each year, commencing November 1, 2014, at the Interest Rate per annum set forth on Original Exhibit A, and (ii) from November 1, 2015 on the Principal Payment Dates set forth on Amended Exhibit A attached hereto and incorporated herein as fully as if though copied, unless this Bond shall have been duly called for prior redemption and payment of the redemption price shall have been paid, the Principal Amounts set forth on Amended Exhibit A, and to pay interest on said Principal Amounts from November 1, 2015, to the Principal Payment Dates set forth on Amended Exhibit A, semiannually on the first day of May and November of each year, commencing May 1, 2016, at the Interest Rate per annum set forth on Amended Exhibit A.

Such principal and interest shall be payable by wire transfer, check, draft, or warrant to the Registered Owner hereof at the address shown on the registration books of the of The Public Building Authority of the City of Clarksville, Tennessee, or its successor as registrar and paying agent (the "Bond Registrar"), on the fifteenth (15th) calendar day next preceding an interest payment date, in any coin or currency of the United States of America which on the date of payment thereof is legal tender for the payment of public and private debts.

In the event that any amount payable hereunder as interest shall at any time exceed the rate of interest lawfully chargeable on this Bond under applicable law, any such excess shall, to the extent of such excess, be applied against the principal hereof as a prepayment thereof without penalty, and such excess shall not be considered to be interest. All rates of interest specified herein shall be computed on the basis of a three hundred sixty (360) day year composed of twelve (12) months of thirty (30) days each.

The principal hereof and interest hereon shall bear interest from and after their respective due dates (whether by acceleration, demand, or otherwise) at the same rate of interest payable on the principal hereof.

Section 9-21-117, Tennessee Code Annotated, as amended, provides that this Bond and the income therefrom is exempt from all state, county, and municipal taxation in the State of Tennessee, except inheritance, estate, and transfer taxes and except as otherwise provided in said Code.

Any capitalized term used in this Bond but not defined in this Bond shall have the meaning assigned thereto in the Loan Agreement.

The Issuer is authorized by Chapter 10, Title 12, Tennessee Code Annotated, as from time to time amended or supplemented (the "Act"), to, among other things, upon the terms and provisions set forth in the Act, enter into loan agreements with municipal corporations, as defined in the Act, for the purpose of financing the costs of constructing, installing, or acquiring certain necessary and desirable buildings, structures, equipment, and improvements constituting a "project," as such term is defined and used in the Act, for such payments and upon such terms as the board of directors of the Issuer may deem advisable in accordance with the provisions of the Act; to issue its revenue bonds pursuant to the provisions of the Act for the purpose of financing, acquiring, erecting, extending, improving, equipping, or repairing or a combination thereof, any project; and, as security for the payment of the principal of, and the interest on, any such bonds so issued, to assign and pledge, among other things, all or any part of its interest in, and rights under, the loan agreements relating to the necessary and desirable projects so financed.

Pursuant to the Act, the Issuer has authorized and approved by its Resolution adopted November 5, 2013 (the "Resolution"), the issuance of its Local Government Loan Program Bonds, in the aggregate principal amount not to exceed \$300,000,000, of which this Bond known as "\$4,505,215 The Public Building Authority of the City of Clarksville, Tennessee Local Government Loan Program Bond, Series 2014 (Anderson County Rural Elementary School Loan)" is one of such series authorized by the Issuer.

The proceeds of the Bond have been loaned to Anderson County, Tennessee (the "Borrower" or the "County"), pursuant to the terms of that certain Loan Agreement, dated the date hereof (the "Loan Agreement"), by and among the Issuer, the Borrower, and Tennessee County Services Loan Program, as the purchaser of the Bond (the "Loan"), for the purpose of financing all or a portion of the costs of certain public works projects, consisting of (i) the acquisition, construction, and equipping of the portion of certain County school facilities providing education services to students residing outside the corporate limits of the City of Oak Ridge, Tennessee, and the City of Clinton, Tennessee, including, but not limited

to, energy efficiency improvements to school facilities, (ii) payment of legal, fiscal, administrative, architectural, and engineering costs incident to all of the foregoing, and, (iii) reimbursement to the County for funds previously expended for the foregoing costs, if applicable, as authorized by the Board of Commissioners of the County by its Loan Resolution adopted by the Board of Commissioners on January 21, 2014, approving indebtedness in an amount of not to exceed \$4,505,215 in the form of a loan from the Issuer and authorizing the execution and delivery of a loan agreement between the County and the Issuer for the aforementioned purposes and the assignment of the Borrower's obligation under such loan agreement.

Reference is made to the Loan Agreement and the Bond Purchase Agreement, dated as of the date hereof (the "Bond Purchase Agreement"), between the Issuer and Tennessee County Services Loan Program, Nashville, Tennessee, as the purchaser of the Bond, as to the terms, conditions, rights and obligations of the parties to the foregoing named documents. The Registered Owner hereof, by the acceptance hereof, is deemed to have agreed and consented to the terms and provisions of such documents.

THIS BOND AND THE INTEREST THEREON ARE LIMITED OBLIGATIONS OF THE ISSUER AND ARE PAYABLE SOLELY FROM THE REVENUES RECEIVED BY THE ISSUER UNDER THE LOAN AGREEMENT. NONE OF THE ISSUER (EXCEPT TO THE FOREGOING EXTENT), THE CITY OF CLARKSVILLE, TENNESSEE, THE STATE, OR ANY POLITICAL SUBDIVISION THEREOF (EXCEPT THE BORROWER) SHALL BE OBLIGATED, DIRECTLY OR INDIRECTLY, TO PAY THE PRINCIPAL OF OR PREMIUM, IF ANY, OR INTEREST ON THE BOND OR OTHER COSTS INCIDENT THERETO. THE ISSUER HAS NO TAXING POWER.

The person in whose name this Bond is registered shall be deemed and regarded as the absolute owner hereof for any purpose. The Bond is issuable only as a fully registered bond, without coupons, in the original denomination of \$4,505,215.

The principal of the Bond maturing May 1, 2016 through May 1, 2024, shall not be subject to prepayment in whole or in part. The principal of the Bond maturing May 1, 2025 through May 1, 2031 shall be subject to prepayment on and after May 1, 2024, at the request of the Borrower, upon not less than thirty (30) days' written notice to the Issuer, the Lender, and the Administrator.

This Bond shall have all the qualities and incidents of, and shall be, a negotiable instrument under, the Uniform Commercial Code of the State of Tennessee, subject only to provisions respecting registration of such Bond. This Bond is issued with the intent that the laws of the State of Tennessee shall govern its construction.

It is hereby certified, recited, and declared that all acts and conditions required to be done and to exist precedent to the issuance of, this Bond in order to make this Bond a legal, valid, and binding obligation of the Issuer, have been done, and did exist in due time and form as required by the Constitution and statutes of the State of Tennessee; and that this Bond together with all other indebtedness of such Issuer, does not exceed any limitation prescribed by the Constitution or statutes of the State of Tennessee.

IN WITNESS WHEREOF, The Public Building Authority of the City of Clarksville, Tennessee has caused this Bond to be executed in its name and on its behalf by the manual signature of its Chairman and attested by manual signature of its Secretary all as of the Issue Date set forth above.

THE PUBLIC BUILDING AUTHORITY OF
THE CITY OF CLARKSVILLE, TENNESSEE

By: _____
Chairman

COUNTERSIGNED:

By: _____
Secretary

CERTIFICATE OF AUTHENTICATION

This Bond is the Bond described in the provisions of the within mentioned Resolution of the Issuer.

By: _____
Chairman, The Public Building Authority
of the City of Clarksville, Tennessee,
as Bond Registrar

Dated: _____

(FORM OF ASSIGNMENT)

FOR VALUE RECEIVED, the undersigned hereby sells, assigns, and transfers unto

(Please type or print name, address, and social security number

or other identifying number of Assignee)

the within bond and does hereby irrevocably constitute and appoint _____

_____, Attorney, to transfer the same bond on the books

kept for registration hereby with full power of substitution in the premises.

Date _____

SIGNATURE GUARANTEED:

SIGNATURE:

NOTICE: Signature(s) must be guaranteed by a bank or by a brokerage firm having a membership in one of the major stock exchanges.

NOTICE: The signature to this assignment must correspond with the name of the Registered Owner as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

ORIGINAL EXHIBIT A

BOND DEBT SERVICE

ANDERSON COUNTY, TENNESSEE
\$4,505,215 RURAL ELEMENTARY SCHOOL LOAN-17 YEARS

TENNESSEE COUNTY SERVICES LOAN PROGRAM
FIXED RATE LOAN PROGRAM

*****FINAL*****

Dated and delivery date: February 4, 2014

LOAN FROM PROCEEDS OF PBA CITY OF CLARKSVILLE
LOCAL GOVERNMENT LOAN PROGRAM BOND, SERIES 2014
(ANDERSON COUNTY RURAL ELEMENTARY SCHOOL LOAN)

PURCHASER: TENNESSEE COUNTY SERVICES LOAN PROGRAM
NASHVILLE, TENNESSEE

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
02/04/2014					
11/01/2014			98,570.35	98,570.35	
05/01/2015	130,215	2.950%	66,451.92	196,666.92	295,237.27
11/01/2015			64,531.25	64,531.25	
05/01/2016	175,000	2.950%	64,531.25	239,531.25	304,062.50
11/01/2016			61,950.00	61,950.00	
05/01/2017	190,000	2.950%	61,950.00	251,950.00	313,900.00
11/01/2017			59,147.50	59,147.50	
05/01/2018	200,000	2.950%	59,147.50	259,147.50	318,295.00
11/01/2018			56,197.50	56,197.50	
05/01/2019	200,000	2.950%	56,197.50	256,197.50	312,395.00
11/01/2019			53,247.50	53,247.50	
05/01/2020	200,000	2.950%	53,247.50	253,247.50	306,495.00
11/01/2020			50,297.50	50,297.50	
05/01/2021	200,000	2.950%	50,297.50	250,297.50	300,595.00
11/01/2021			47,347.50	47,347.50	
05/01/2022	200,000	2.950%	47,347.50	247,347.50	294,695.00
11/01/2022			44,397.50	44,397.50	
05/01/2023	200,000	2.950%	44,397.50	244,397.50	288,795.00
11/01/2023			41,447.50	41,447.50	
05/01/2024	200,000	2.950%	41,447.50	241,447.50	282,895.00
11/01/2024			38,497.50	38,497.50	
05/01/2025	200,000	2.950%	38,497.50	238,497.50	276,995.00
11/01/2025			35,547.50	35,547.50	
05/01/2026	200,000	2.950%	35,547.50	235,547.50	271,095.00
11/01/2026			32,597.50	32,597.50	
05/01/2027	425,000	2.950%	32,597.50	457,597.50	490,195.00
11/01/2027			26,328.75	26,328.75	
05/01/2028	425,000	2.950%	26,328.75	451,328.75	477,657.50
11/01/2028			20,060.00	20,060.00	
05/01/2029	450,000	2.950%	20,060.00	470,060.00	490,120.00
11/01/2029			13,422.50	13,422.50	
05/01/2030	450,000	2.950%	13,422.50	463,422.50	476,845.00
11/01/2030			6,785.00	6,785.00	
05/01/2031	460,000	2.950%	6,785.00	466,785.00	473,570.00
	4,505,215		1,468,627.27	5,973,842.27	5,973,842.27

AMENDED EXHIBIT A

BOND DEBT SERVICE

ANDERSON COUNTY, TENNESSEE
\$4,375,000 RURAL ELE SCHOOL LOAN-17 YEARS- REV

TENNESSEE MUNICIPAL BOND FUND
FIXED RATE LOAN PROGRAM

RATE OF 2.75%

*****REVISED FINAL*****

Original date date: February 4, 2014

REVISED TO REFLECT RATE OF 2.75% EFFECTIVE
NOVEMBER 1, 2015***

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
11/01/2015					
05/01/2016	175,000.00	2.750%	60,156.25	235,156.25	235,156.25
11/01/2016			57,750.00	57,750.00	
05/01/2017	190,000.00	2.750%	57,750.00	247,750.00	305,500.00
11/01/2017			55,137.50	55,137.50	
05/01/2018	200,000.00	2.750%	55,137.50	255,137.50	310,275.00
11/01/2018			52,387.50	52,387.50	
05/01/2019	200,000.00	2.750%	52,387.50	252,387.50	304,775.00
11/01/2019			49,637.50	49,637.50	
05/01/2020	200,000.00	2.750%	49,637.50	249,637.50	299,275.00
11/01/2020			46,887.50	46,887.50	
05/01/2021	200,000.00	2.750%	46,887.50	246,887.50	293,775.00
11/01/2021			44,137.50	44,137.50	
05/01/2022	200,000.00	2.750%	44,137.50	244,137.50	288,275.00
11/01/2022			41,387.50	41,387.50	
05/01/2023	200,000.00	2.750%	41,387.50	241,387.50	282,775.00
11/01/2023			38,637.50	38,637.50	
05/01/2024	200,000.00	2.750%	38,637.50	238,637.50	277,275.00
11/01/2024			35,887.50	35,887.50	
05/01/2025	200,000.00	2.750%	35,887.50	235,887.50	271,775.00
11/01/2025			33,137.50	33,137.50	
05/01/2026	200,000.00	2.750%	33,137.50	233,137.50	266,275.00
11/01/2026			30,387.50	30,387.50	
05/01/2027	425,000.00	2.750%	30,387.50	455,387.50	485,775.00
11/01/2027			24,543.75	24,543.75	
05/01/2028	425,000.00	2.750%	24,543.75	449,543.75	474,087.50
11/01/2028			18,700.00	18,700.00	
05/01/2029	450,000.00	2.750%	18,700.00	468,700.00	487,400.00
11/01/2029			12,512.50	12,512.50	
05/01/2030	450,000.00	2.750%	12,512.50	462,512.50	475,025.00
11/01/2030			6,325.00	6,325.00	
05/01/2031	460,000.00	2.750%	6,325.00	466,325.00	472,650.00
	4,375,000.00		1,155,068.75	5,530,068.75	5,530,068.75

10-9-15 DRAFT

BOND MODIFICATION AGREEMENT

By and Among

**THE PUBLIC BUILDING AUTHORITY OF
OF THE CITY OF CLARKSVILLE, TENNESSEE**

ANDERSON COUNTY, TENNESSEE

and

TENNESSEE COUNTY SERVICES LOAN PROGRAM

DATED AS OF NOVEMBER 1, 2015

**LOCAL GOVERNMENT LOAN PROGRAM BOND,
SERIES 2014
(ANDERSON COUNTY RURAL HIGH SCHOOL LOAN)**

BOND MODIFICATION AGREEMENT

This BOND MODIFICATION AGREEMENT (the "Bond Modification Agreement"), dated as of November 1, 2015, made and executed by and among THE PUBLIC BUILDING AUTHORITY OF THE CITY OF CLARKSVILLE, TENNESSEE (the "Issuer"), a public, nonprofit corporation organized and existing under the laws of the State of Tennessee; ANDERSON COUNTY, TENNESSEE (the "Borrower" or the "County"), a public corporation existing under the laws of the State of Tennessee, and, THE TENNESSEE COUNTY SERVICES LOAN PROGRAM (the "Lender"), a public nonprofit corporation organized and existing under the laws of State of Tennessee:

WITNESSETH:

For and in consideration of the mutual covenants and undertakings set forth herein, and other valuable consideration, the receipt of which is hereby acknowledged, the parties hereto do hereby agree as follows:

Section 1. Recitation of Facts. As a means of setting forth the matters of mutual inducement which have resulted in the making and execution of this Bond Modification Agreement, the following statements of fact are hereby recited:

(a) The Issuer is authorized by Chapter 10, Title 12, Tennessee Code Annotated, as from time to time amended or supplemented (the "Act"), to, among other things, upon the terms and provisions set forth in the Act, enter into loan agreements with municipal corporations, as defined in the Act, for the purpose of financing the costs of constructing, installing, or acquiring certain necessary and desirable buildings, structures, equipment, and improvements constituting a "project" as such term is defined and used in the Act;

(b) The Issuer has heretofore issued its Local Government Loan Program Bond, Series 2014 (Anderson County Rural High School Loan), dated February 4, 2014, in the original principal amount of \$5,180,000 (the "Bond"), the proceeds thereof having been loaned to the County, pursuant to the terms of that certain Loan Agreement, dated the date hereof (the "Loan Agreement"), by and among the Issuer, the Borrower, and the Lender, as the purchaser of the Bond (the "Loan"), for the purpose of financing all or a portion of the costs of certain public works projects, consisting of (i) the acquisition, construction, and equipping of the portion of certain County school facilities providing education services to students residing outside the corporate limits of the City of Oak Ridge, Tennessee, including, but not limited to, energy efficiency improvements to school facilities, and (ii) payment of legal, fiscal, administrative, architectural, and engineering costs incident to all of the foregoing, as authorized by the Board of Commissioners of the County by its Loan Resolution adopted by the Board of Commissioners on January 21, 2014, approving indebtedness in an amount of not to exceed \$5,180,000 in the form of a loan from the Issuer;

(c) The Loan Agreement provides for the modification and amendment of certain terms and provisions thereof, subject to certain conditions;

(d) The Lender is, as of the date hereof, the owner of the Bond;

(e) The Issuer, the Borrower, and the Lender, as the owner of the Bond, now desire to make certain modifications to the Bond, such modifications to include, but not necessarily be limited to (i) reducing the rate of interest payable on the Bond, effective as of November 1, 2015, and, (ii) amending the prepayment provisions of the Bond, effective as of November 1, 2015.

Section 2. Modification of the Bond. The Bond is hereby modified and amended, as expressly permitted in the terms thereof, effective as of the date hereof, in such manner that the provisions thereof shall be as set forth in Exhibit "A", such Exhibit "A" being attached hereto and incorporated herein as fully as though copied.

Section 3. Miscellaneous Provisions. (a) The Bond is hereby, and shall henceforth be deemed to be, modified, supplemented, and amended in accordance with the provisions hereof, effective as of the date hereof, and the respective rights, duties, and obligations under the Bond of the Issuer, the Borrower, and the Lender or other owner thereof, shall hereafter be determined, exercised, and enforced thereunder subject in all respects to such modifications, supplements, and amendments, and all terms and conditions of this Bond Modification Agreement shall be, for any and all purposes, a part of the terms and conditions of said Bond.

(b) All provisions, stipulations, promises, covenants, undertakings, and agreements of the Bond, as heretofore existing, not inconsistent with the terms and provisions of this Bond Modification Agreement, are hereby ratified, approved, and confirmed.

(c) Unless otherwise herein to the contrary expressly provided, all terms herein used shall be deemed to have those meanings assigned thereto in the Bond, as applicable.

(d) The captions or headings of the several Sections and provisions of this Bond Modification Agreement are for convenience only, and in no way define, limit, describe, or affect the scope of intent of any such Section or provision.

(e) Any obligation of the Issuer created by or arising out of the Bond, as hereby amended, shall not constitute an indebtedness, debt, or pecuniary liability or loan of credit of the Issuer, the State of Tennessee, or any political subdivision thereof (except the Borrower), or a charge against the general taxing powers, if any, of the foregoing, within the meaning of any constitutional or statutory provision, but shall be payable solely and exclusively as set forth in the Bond and Loan Agreement.

(f) If any one or more of the provisions contained in this Bond Modification Agreement shall be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, but this Bond Modification Agreement shall be construed the same as if such invalid, illegal, or unenforceable provision had never been contained herein.

(g) This Bond Modification Agreement may be executed in several counterparts, each of which shall be deemed an original, and such counterparts shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto, each after due consideration and authorization, have executed this Bond Modification Agreement, as of the date above first indicated.

THE PUBLIC BUILDING AUTHORITY OF
THE CITY OF CLARKSVILLE, TENNESSE

By: _____

Its: _____

ADERSON COUNTY, TENNESSEE

By: _____
County Mayor

Attest:

By: _____
County Clerk

TENNESSEE COUNTY SERVICES LOAN
PROGRAM

By: _____
President/CEO

FORM OF BOND

EXHIBIT "A"

REGISTERED
No. 1

REGISTERED
\$ 5,180,000

UNITED STATES OF AMERICA
STATE OF TENNESSEE
THE PUBLIC BUILDING AUTHORITY OF THE
CITY OF CLARKSVILLE, TENNESSEE
LOCAL GOVERNMENT LOAN PROGRAM BOND,
SERIES 2014
(ANDERSON COUNTY RURAL HIGH SCHOOL LOAN)

MATURITY DATE

May 1, 2031

ISSUE DATE

February 4, 2014

REGISTERED OWNER: Tennessee County Services Loan Program
226 Capitol Boulevard
Suite 502
Nashville, Tennessee 37219
Tax ID Number: 62-1669229

PRINCIPAL AMOUNT: Five Million One Hundred Eighty Thousand Dollars

THE PUBLIC BUILDING AUTHORITY OF THE CITY OF CLARKSVILLE, TENNESSEE, a public, nonprofit corporation organized and existing under the laws of the State of Tennessee (the "Issuer"), for value received, hereby promises to pay, solely from the source and as hereinafter provided, to the Registered Owner identified above, or registered assigns or legal representative, (i) from the Issue Date through November 1, 2015, on the Principal Payment Dates set forth on Original Exhibit A attached hereto and incorporated herein as fully as if though copied, unless this Bond shall have been duly called for prior redemption and payment of the redemption price shall have been paid, the Principal Amounts set forth on Original Exhibit A, and to pay interest on said Principal Amounts from the Issue Date, or such later date as to which interest has been paid, to the Principal Payment Dates set forth on Original Exhibit A, semiannually on the first day of May and November of each year, commencing November 1, 2014, at the Interest Rate per annum set forth on Original Exhibit A, and (ii) from November 1, 2015 on the Principal Payment Dates set forth on Amended Exhibit A attached hereto and incorporated herein as fully as if though copied, unless this Bond shall have been duly called for prior redemption and payment of the redemption price shall have been paid, the Principal Amounts set forth on Amended Exhibit A, and to pay interest on said Principal Amounts from November 1, 2015, to the Principal Payment Dates set forth on Amended Exhibit A, semiannually on the first day of May and November of each year, commencing May 1, 2016, at the Interest Rate per annum set forth on Amended Exhibit A.

Such principal and interest shall be payable by wire transfer, check, draft, or warrant to the Registered Owner hereof at the address shown on the registration books of the of The Public Building Authority of the City of Clarksville, Tennessee, or its successor as registrar and paying agent (the "Bond Registrar"), on the fifteenth (15th) calendar day next preceding an interest payment date, in any coin or currency of the United States of America which on the date of payment thereof is legal tender for the payment of public and private debts.

In the event that any amount payable hereunder as interest shall at any time exceed the rate of interest lawfully chargeable on this Bond under applicable law, any such excess shall, to the extent of such excess, be applied against the principal hereof as a prepayment thereof without penalty, and such excess shall not be considered to be interest. All rates of interest specified herein shall be computed on the basis of a three hundred sixty (360) day year composed of twelve (12) months of thirty (30) days each.

The principal hereof and interest hereon shall bear interest from and after their respective due dates (whether by acceleration, demand, or otherwise) at the same rate of interest payable on the principal hereof.

Section 9-21-117, Tennessee Code Annotated, as amended, provides that this Bond and the income therefrom is exempt from all state, county, and municipal taxation in the State of Tennessee, except inheritance, estate, and transfer taxes and except as otherwise provided in said Code.

Any capitalized term used in this Bond but not defined in this Bond shall have the meaning assigned thereto in the Loan Agreement.

The Issuer is authorized by Chapter 10, Title 12, Tennessee Code Annotated, as from time to time amended or supplemented (the "Act"), to, among other things, upon the terms and provisions set forth in the Act, enter into loan agreements with municipal corporations, as defined in the Act, for the purpose of financing the costs of constructing, installing, or acquiring certain necessary and desirable buildings, structures, equipment, and improvements constituting a "project," as such term is defined and used in the Act, for such payments and upon such terms as the board of directors of the Issuer may deem advisable in accordance with the provisions of the Act; to issue its revenue bonds pursuant to the provisions of the Act for the purpose of financing, acquiring, erecting, extending, improving, equipping, or repairing or a combination thereof, any project; and, as security for the payment of the principal of, and the interest on, any such bonds so issued, to assign and pledge, among other things, all or any part of its interest in, and rights under, the loan agreements relating to the necessary and desirable projects so financed.

Pursuant to the Act, the Issuer has authorized and approved by its Resolution adopted November 5, 2013 (the "Resolution"), the issuance of its Local Government Loan Program Bonds, in the aggregate principal amount not to exceed \$300,000,000, of which this Bond known as "\$5,180,000 The Public Building Authority of the City of Clarksville, Tennessee Local Government Loan Program Bond, Series 2014 (Anderson County Rural High School Loan)" is one of such series authorized by the Issuer.

The proceeds of the Bond have been loaned to Anderson County, Tennessee (the "Borrower" or the "County"), pursuant to the terms of that certain Loan Agreement, dated the date hereof (the "Loan Agreement"), by and among the Issuer, the Borrower, and Tennessee County Services Loan Program, as the purchaser of the Bond (the "Loan"), for the purpose of financing all or a portion of the costs of certain public works projects, consisting of (i) the acquisition, construction, and equipping of the portion of certain County school facilities providing education services to students residing outside the corporate limits of the City of Oak Ridge, Tennessee, including, but not limited to, energy efficiency improvements

to school facilities, (ii) payment of legal, fiscal, administrative, architectural, and engineering costs incident to all of the foregoing, and, (iii) reimbursement to the County for funds previously expended for the foregoing costs, if applicable, as authorized by the Board of Commissioners of the County by its Loan Resolution adopted by the Board of Commissioners on January 21, 2014, approving indebtedness in an amount of not to exceed \$5,180,000 in the form of a loan from the Issuer and authorizing the execution and delivery of a loan agreement between the County and the Issuer for the aforementioned purposes and the assignment of the Borrower's obligation under such loan agreement.

Reference is made to the Loan Agreement and the Bond Purchase Agreement, dated as of the date hereof (the "Bond Purchase Agreement"), between the Issuer and Tennessee County Services Loan Program, Nashville, Tennessee, as the purchaser of the Bond, as to the terms, conditions, rights and obligations of the parties to the foregoing named documents. The Registered Owner hereof, by the acceptance hereof, is deemed to have agreed and consented to the terms and provisions of such documents.

THIS BOND AND THE INTEREST THEREON ARE LIMITED OBLIGATIONS OF THE ISSUER AND ARE PAYABLE SOLELY FROM THE REVENUES RECEIVED BY THE ISSUER UNDER THE LOAN AGREEMENT. NONE OF THE ISSUER (EXCEPT TO THE FOREGOING EXTENT), THE CITY OF CLARKSVILLE, TENNESSEE, THE STATE, OR ANY POLITICAL SUBDIVISION THEREOF (EXCEPT THE BORROWER) SHALL BE OBLIGATED, DIRECTLY OR INDIRECTLY, TO PAY THE PRINCIPAL OF OR PREMIUM, IF ANY, OR INTEREST ON THE BOND OR OTHER COSTS INCIDENT THERETO. THE ISSUER HAS NO TAXING POWER.

The person in whose name this Bond is registered shall be deemed and regarded as the absolute owner hereof for any purpose. The Bond is issuable only as a fully registered bond, without coupons, in the original denomination of \$5,180,000.

The principal of the Bond maturing May 1, 2016 through May 1, 2024, shall not be subject to prepayment in whole or in part. The principal of the Bond maturing May 1, 2025 through May 1, 2031 shall be subject to prepayment on and after May 1, 2024, at the request of the Borrower, upon not less than thirty (30) days' written notice to the Issuer, the Lender, and the Administrator.

This Bond shall have all the qualities and incidents of, and shall be, a negotiable instrument under, the Uniform Commercial Code of the State of Tennessee, subject only to provisions respecting registration of such Bond. This Bond is issued with the intent that the laws of the State of Tennessee shall govern its construction.

It is hereby certified, recited, and declared that all acts and conditions required to be done and to exist precedent to the issuance of, this Bond in order to make this Bond a legal, valid, and binding obligation of the Issuer, have been done, and did exist in due time and form as required by the Constitution and statutes of the State of Tennessee; and that this Bond together with all other indebtedness of such Issuer, does not exceed any limitation prescribed by the Constitution or statutes of the State of Tennessee.

IN WITNESS WHEREOF, The Public Building Authority of the City of Clarksville, Tennessee has caused this Bond to be executed in its name and on its behalf by the manual signature of its Chairman and attested by manual signature of its Secretary all as of the Issue Date set forth above.

THE PUBLIC BUILDING AUTHORITY OF
THE CITY OF CLARKSVILLE, TENNESSEE

By: _____
Chairman

COUNTERSIGNED:

By: _____
Secretary

CERTIFICATE OF AUTHENTICATION

This Bond is the Bond described in the provisions of the within mentioned Resolution of the Issuer.

By: _____
Chairman, The Public Building Authority
of the City of Clarksville, Tennessee,
as Bond Registrar

Dated: _____

(FORM OF ASSIGNMENT)

FOR VALUE RECEIVED, the undersigned hereby sells, assigns, and transfers unto

(Please type or print name, address, and social security number

or other identifying number of Assignee)

the within bond and does hereby irrevocably constitute and appoint _____

_____, Attorney, to transfer the same bond on the books

kept for registration hereby with full power of substitution in the premises.

Date _____

SIGNATURE GUARANTEED:

SIGNATURE:

NOTICE: Signature(s) must be
guaranteed by a bank or by a brokerage
firm having a membership in one of the
major stock exchanges.

NOTICE: The signature to this
assignment must correspond with the
name of the Registered Owner as it
appears upon the face of the within Bond
in every particular, without alteration or
enlargement or any change whatever.

ORIGINAL EXHIBIT A

BOND DEBT SERVICE

ANDERSON COUNTY, TENNESSEE
\$5,180,000 RURAL HIGH SCHOOL LOAN-17 YEARS

TENNESSEE COUNTY SERVICES LOAN PROGRAM
FIXED RATE LOAN PROGRAM

*****FINAL*****

Dated and delivery date: February 4, 2014

LOAN FROM PROCEEDS OF PBA CITY OF CLARKSVILLE
LOCAL GOVERNMENT LOAN PROGRAM BOND, SERIES 2014
(ANDERSON COUNTY RURAL HIGH SCHOOL LOAN)

PURCHASER: TENNESSEE COUNTY SERVICES LOAN PROGRAM
NASHVILLE, TENNESSEE

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
02/04/2014					
11/01/2014			113,334.08	113,334.08	
05/01/2015	170,000	2.950%	76,405.00	246,405.00	359,739.08
11/01/2015			73,897.50	73,897.50	
05/01/2016	225,000	2.950%	73,897.50	298,897.50	372,795.00
11/01/2016			70,578.75	70,578.75	
05/01/2017	225,000	2.950%	70,578.75	295,578.75	366,157.50
11/01/2017			67,260.00	67,260.00	
05/01/2018	225,000	2.950%	67,260.00	292,260.00	359,520.00
11/01/2018			63,941.25	63,941.25	
05/01/2019	225,000	2.950%	63,941.25	288,941.25	352,882.50
11/01/2019			60,622.50	60,622.50	
05/01/2020	225,000	2.950%	60,622.50	285,622.50	346,245.00
11/01/2020			57,303.75	57,303.75	
05/01/2021	225,000	2.950%	57,303.75	282,303.75	339,607.50
11/01/2021			53,985.00	53,985.00	
05/01/2022	225,000	2.950%	53,985.00	278,985.00	332,970.00
11/01/2022			50,666.25	50,666.25	
05/01/2023	225,000	2.950%	50,666.25	275,666.25	326,332.50
11/01/2023			47,347.50	47,347.50	
05/01/2024	225,000	2.950%	47,347.50	272,347.50	319,695.00
11/01/2024			44,028.75	44,028.75	
05/01/2025	225,000	2.950%	44,028.75	269,028.75	313,057.50
11/01/2025			40,710.00	40,710.00	
05/01/2026	425,000	2.950%	40,710.00	465,710.00	506,420.00
11/01/2026			34,441.25	34,441.25	
05/01/2027	450,000	2.950%	34,441.25	484,441.25	518,882.50
11/01/2027			27,803.75	27,803.75	
05/01/2028	450,000	2.950%	27,803.75	477,803.75	505,607.50
11/01/2028			21,166.25	21,166.25	
05/01/2029	475,000	2.950%	21,166.25	496,166.25	517,332.50
11/01/2029			14,160.00	14,160.00	
05/01/2030	475,000	2.950%	14,160.00	489,160.00	503,320.00
11/01/2030			7,153.75	7,153.75	
05/01/2031	485,000	2.950%	7,153.75	492,153.75	499,307.50
	5,180,000		1,659,871.58	6,839,871.58	6,839,871.58

AMENDED EXHIBIT A

BOND DEBT SERVICE
ANDERSON COUNTY, TENNESSEE
\$5,01,000 RURAL HIGH SCHOOL LOAN-17 YEARS - REV

TENNESSEE MUNICIPAL BOND FUND
FIXED RATE LOAN PROGRAM

RATE OF 2.75%

*****REVISED FINAL*****

Original date date: February 4, 2014

REVISED TO REFLECT RATE OF 2.75% EFFECTIVE
NOVEMBER 1, 2015***

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
11/01/2015					
05/01/2016	225,000.00	2.750%	68,887.50	293,887.50	293,887.50
11/01/2016			65,793.75	65,793.75	
05/01/2017	225,000.00	2.750%	65,793.75	290,793.75	356,587.50
11/01/2017			62,700.00	62,700.00	
05/01/2018	225,000.00	2.750%	62,700.00	287,700.00	350,400.00
11/01/2018			59,606.25	59,606.25	
05/01/2019	225,000.00	2.750%	59,606.25	284,606.25	344,212.50
11/01/2019			56,512.50	56,512.50	
05/01/2020	225,000.00	2.750%	56,512.50	281,512.50	338,025.00
11/01/2020			53,418.75	53,418.75	
05/01/2021	225,000.00	2.750%	53,418.75	278,418.75	331,837.50
11/01/2021			50,325.00	50,325.00	
05/01/2022	225,000.00	2.750%	50,325.00	275,325.00	325,650.00
11/01/2022			47,231.25	47,231.25	
05/01/2023	225,000.00	2.750%	47,231.25	272,231.25	319,462.50
11/01/2023			44,137.50	44,137.50	
05/01/2024	225,000.00	2.750%	44,137.50	269,137.50	313,275.00
11/01/2024			41,043.75	41,043.75	
05/01/2025	225,000.00	2.750%	41,043.75	266,043.75	307,087.50
11/01/2025			37,950.00	37,950.00	
05/01/2026	425,000.00	2.750%	37,950.00	462,950.00	500,900.00
11/01/2026			32,106.25	32,106.25	
05/01/2027	450,000.00	2.750%	32,106.25	482,106.25	514,212.50
11/01/2027			25,918.75	25,918.75	
05/01/2028	450,000.00	2.750%	25,918.75	475,918.75	501,837.50
11/01/2028			19,731.25	19,731.25	
05/01/2029	475,000.00	2.750%	19,731.25	494,731.25	514,462.50
11/01/2029			13,200.00	13,200.00	
05/01/2030	475,000.00	2.750%	13,200.00	488,200.00	501,400.00
11/01/2030			6,668.75	6,668.75	
05/01/2031	485,000.00	2.750%	6,668.75	491,668.75	498,337.50
	5,010,000.00		1,301,575.00	6,311,575.00	6,311,575.00

**PURCHASING COMMITTEE MEETING
MINUTES
October 12, 2015**

Committee Members:

Mayor Terry Frank – Present
Commissioner Jerry White – Present
Commissioner Tim Isbel - Present
Dusty Irwin – Present
Scott Daugherty - Absent
Pamela Cotham, Purchasing Agent – Present

1. **Request to add two items to agenda** – Item numbers 11 & 12.

Dusty Irwin made a motion to add two contracts, Southeastern Emergency Physicians / Team Health and the State of Tennessee to the agenda. Commissioner Tim Isbel seconded the motion and the motion passed.

2. **Tennessee Emergency Management Agency** – Five year FEMA Public Assistance grant for the period of August 1, 2015 thru June 31, 2020.

Dusty Irwin made a motion to approve and to forward to County Commission with a recommendation for approval. Commissioner Jerry White seconded the motion and the motion passed.

3. **Tennessee Emergency Management Agency** - Three year Hazard Mitigation grant for the period of April 11, 2014 thru June 30, 2017.

Dusty Irwin made a motion to approve and to forward to County Commission with a recommendation for approval. Commissioner Jerry White seconded the motion and the motion passed.

4. **E-Stub / Paperless Pay** - Three-year contract for the period of September 22, 2015 thru September 21, 2018.

Dusty Irwin made a motion to approve and to forward to County Commission with a recommendation for approval. Commissioner Tim Isbel seconded the motion and the motion passed.

5. **Skyward** - Five-year contract for Financial Management System for the period of October 20, 2015 thru June 30, 2020. Piggybacking on the Hamblen County bid.

Commissioner Jerry White made a motion to approve and to forward to County Commission with a recommendation for approval. Commissioner Tim Isbel seconded the motion and the motion passed.

6. **Golden Living Center** – Transportation Services agreement for the period of July 1, 2015 thru June 30, 2018.

Dusty Irwin made a motion to approve and to forward to County Commission with a recommendation for approval. Commissioner Tim Isbel seconded the motion and the motion passed.

7. **Comcast** - Three year contract for Internet and Telephone access for Office on Aging for the period of October 2015 thru Oct 2018.

Commissioner Jerry White made a motion to approve and to forward to County Commission with a recommendation for approval. Dusty Irwin seconded the motion and the motion passed.

8. **Cherokee Health Systems** – Five year contract for Mental Health Provider in Schools for the period of October 20, 2015 thru June 30, 2020, with an option to extend if the Grant is extended by Federal and State governments.

Commissioner Jerry White made a motion to approve and to forward to County Commission with a recommendation for approval. Commissioner Tim Isbel seconded the motion and the motion passed.

9. **Sharp School / Reliance Communications** – Contract for Web Hosting for Mobile App Creation & Design for the School Department for the period of July 1, 2015 thru June 30, 2016, with an option to renew for five (5) additional years in one year increments.

Commissioner Tim Isbel made a motion to approve and to forward to County Commission with a recommendation for approval. Commissioner Jerry White seconded the motion and the motion passed.

10. **Central Technologies** – District Technology as per RFP # 4622, for the period of June 30, 2016, with an option to extend for an additional five years.

Commissioner Jerry White made a motion to approve and to forward to County Commission with a recommendation for approval. Dusty Irwin seconded the motion and the motion passed.

11. **Southeastern Emergency Physicians / Team Health** – Two-year contract for Medical Director for EMS for the period of July 1, 2014 thru June 30, 2016.

Commissioner Tim Isbel made a motion to approve and to forward to County Commission with a recommendation for approval. Dusty Irwin seconded the motion and the motion passed.

12. **State of Tennessee** - EMA off-site Emergency Planning and Response grant for the period of December 1, 2014 thru November 30, 2015

Dusty Irwin made a motion to approve and to forward to County Commission with a recommendation for approval. Commissioner Tim Isbel seconded the motion and the motion passed.

13. **Request to add two items to agenda** – Item numbers 14 & 15.

Dusty Irwin made a motion to add two contracts, Tennessee Risk Management and Vendor Registry to the agenda. Commissioner Tim Isbel seconded the motion and the motion passed.

14. **Tennessee Risk Management** – Twelve month Intergovernmental Cooperative Agreement

Dusty Irwin made a motion to approve and to forward to County Commission with a recommendation for approval. Commissioner Tim Isbel seconded the motion and the motion passed.

15. **Vendor Registry** – Twelve month Contract Management Solution subscription for the Purchasing Department.

Dusty Irwin made a motion to approve and to forward to County Commission with a recommendation for approval. Commissioner Jerry White seconded the motion and the motion passed.

The meeting adjourned at 5:15 p.m.

ANDERSON COUNTY GOVERNMENT SUMMARY OF BUDGET AMENDMENTS

October 8, 2015

<u>Page No.</u>	<u>Item No.</u>	<u>Fund-Department</u>	<u>Amount</u>
Group I CONSENT AGENDA - TRANSFERS (NO COMMISSION ACTION NECESSARY)			
No items			
Group II - Appropriations - School			
No items			
Group III - Transfers - School (Requiring Full Commission Approval)			
No items			
Group IV- Appropriations - Non School			
1	1	101 - Purchasing	\$ 1,900.00
1	2	128 - Tourism	\$ 9,500.00
2	3	128 - Tourism	\$ 45,000.00
3	5	101 - Jail	\$ 7,000.00
3	6	101 - Sheriff	\$ 13,448.24
4	7	101 - Sheriff	\$ 34,999.61
4	8	101 - County Clerk	\$ 2,200.00
5	9	101 - County Clerk	\$ 1,500.00
5	10	171 - Capital Projects	\$ 29,595.28
6	11	171 - Capital Projects	\$ 150,000.00
6	12	101 - Records Preservation	\$ 25,000.00
Group V - Transfers - NonSchool (Requiring Full Commission Approval)			
No items			
Group - VI - <u>General Fund</u> Unassigned Fund Balance Appropriations			
2	4	101 - Health Department	\$ 16,246.53
6	14	101 - Contribution to Cumberland Trail project	\$ 5,000.00
Group - VII - Misc			
6	13	Payment to City of Clinton	\$ 105,657.00

BUDGET COMMITTEE MINUTES

OCTOBER 8, 2015

Members Present:

Terry Frank, County Mayor
Commissioner, Robert McKamey
Commissioner, Phil Warfield
Citizen, Dusty Irwin
Citizen, Leonard Abbatiello
Chris Phillips, Director of Accounts & Budgets
Connie Aytes, Deputy Director of Accounts & Budgets

THE 1st ITEM, to be presented to the Anderson County Budget Committee, was a written request from, Pamela Cotham, Director of Purchasing, that the following **APPROPRIATION** in General Fund 101 be approved.

Increase Expenditure Codes:

101-52200-399	Contracted Services	\$1,250.00
101-52200-499	Other Supplies & Materials	<u>650.00</u>
	Total Expenditures Increased	1,900.00

Decrease Reserve Code:

101-34615	Gov. Deals Reserve	\$1,900.00
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Justification: To move funds from Gov. Deals Reserve to allow for funds for contract management software from vendor registry. Software is a contract database that will assist us in maintaining contracts and contract renewals. Other is to replace broken office chair and paint office. (Please note that all Reserve transactions flow through the Unassigned Fund Balance 39000 but have no impact on the Unassigned Fund Balance)

Motion by Citizen Dusty Irwin, seconded by Commissioner Phil Warfield, and passed to refer to the Anderson County Board of County Commissioners with a recommendation for approval.

THE 2nd ITEM, to be presented to the Anderson County Budget Committee, was a written request from, Stephanie Wells, Tourism, that the following **APPROPRIATION** in Tourism Fund 128 be approved.

Increase Expenditure Codes:

128-58100-709	Data Processing	\$2,000.00
128-58110-335	Building Maintenance & Repair	2,500.00
128-58100-316	Contributions	<u>5,000.00</u>
	Total Expenditure Increased	\$9,500.00

Decrease Reserve Code:

128-34535	Restricted Fund Balance	\$9,500.00
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Justification: The \$2,000 appropriated to data processing is for a new computer, monitor and printer. The \$2,500 appropriated to building maintenance code is for repairs to the heat and air system and the repairs to the electronic board of the electronic sign. The \$5,000 appropriation to contributions is for staffing the Welcome Center at the Coal Creek Miners Museum.

Motion by Commissioner Phil Warfield, seconded by Citizen Dusty Irwin, and passed to refer to the Anderson County Board of County Commissioners with a recommendation for approval, and requested that the Tourism Board report back to the Anderson County Budget Committee in 6 months (April 2016) on how the work is being performed and the overall performance of this contribution.

THE 3rd ITEM, to be presented to the Anderson County Budget Committee, was a written request from, Stephanie Wells, Tourism, that the following **APPROPRIATION** in Tourism Fund 128 be approved.

Increase Revenue Code:

128-44130	State Co-Op Grant	\$20,000.00
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Decrease Reserve Code:

128-34535	Restricted Fund Balance	\$25,000.00
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Increase Expenditure Code:

128-58110-302-2000	Advertising-State Grant	\$45,000.00
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Justification: The Tourism Council received a \$25,000 matching grant from the State of Tennessee. The appropriation is transferring the matching funds from the Tourism fund balance and increasing the expense code from \$5,000, which was the expected grant, to \$5,000 which is the actual total.

Motion by Commissioner Phil Warfield, seconded by Citizen Dusty Irwin, and passed to refer to the Anderson County Board of County Commissioners with a recommendation for approval.

THE 4th ITEM, to be presented to the Anderson County Budget Committee, was a written request from, Art Miller, Director of Health Department, that the following **APPROPRIATION** in General Fund 101 be approved.

Increase Expenditure Codes:

101-55160-131	Medical Personnel	\$15,092.00
101-55160-201	Social Security	935.70
101-51600-212	Medicare	<u>218.83</u>
	Total Expenditures Increased	\$16,246.53

Decrease Reserve Code:

101-39000

Unassigned Fund Balance

\$16,246.53

Justification: The dental clinic had an employee terminate on October 1, 2015 that has 287 vacation hours to be paid out at \$52.53 per hour. There are no contingencies built into the budget for such a large liability. This request is to allow the hiring of a replacement dentist in order to not interrupt the services and significant revenue that this program brings in.

Motion by Commissioner Phil Warfield, seconded by Citizen Dusty Irwin, and passed to refer to the Anderson County Board of County Commissioners with a recommendation for approval.

THE 5th ITEM, to be presented to the Anderson County Budget Committee, was a written request from, Chief Avery Johnson, Jail, that the following **APPROPRIATION** in General Fund 101 be approved.

Increase Expenditure Code:

101-54260-499

Other Capital Outlay

\$7,000.00

Decrease Reserve Code:

101-34525-4000

Commissary Reserve

\$7,000.00

Justification: To appropriate funds for the purchase of a zero turn mower, trimmer and pressure washer. (Please note that all Reserve transactions flow through the Unassigned Fund Balance 39000 but have no impact on the Unassigned Fund Balance)

Motion by Commissioner Phil Warfield, seconded by Commissioner Robert McKamey, and passed to refer to the Anderson County Board of County Commissioners with a recommendation for approval.

THE 6th ITEM, to be presented to the Anderson County Budget Committee, was a written request from, Chief Deputy Mark Lucas, Sheriff's Department Operations, that the following **APPROPRIATION** in General Fund 101 be approved.

Increase Revenue Code:

101-47590-9003

GHSO Grant-Traffic Safety

\$13,448.24

Increase Expenditure Codes:

101-54110-187-9003

Overtime-GHSO Grant

\$11,367.25

101-54110-201-9003

Social Security-GHSO Grant

691.06

101-54110-204-9003

State Retirement-SHSO Grant

1,049.42

101-54110-209-9003

Disability Insurance-GHSO Grant

168.90

101-54110-212-9003

Medicare-GHSO Grant

161.61

101-54110-716-9003

Law Enforcement Equip-GHSO Grant

10.00

Total Expenditures Increased \$13,448.24

Justification: Closeout for Governor's Highway Safety Office grant for traffic safety. GHSO Grant will fund overtime and equipment at 100% reimbursement. GHSO Grant , object code 9003 is remainder 7/1/15-9/30/15 and is 100% reimbursement.

Motion by, Commissioner Phil Warfield, seconded by Commissioner Robert McKamey and passed to refer to the Anderson County Board of County Commissioners with a recommendation for approval.

THE 7th ITEM, to be presented to the Anderson County Budget Committee, was a written request from, Chief Deputy Mark Lucas, Sheriff's Department Operations, that the following **APPROPRIATION** in General Fund 101 be approved.

Increase Revenue Code:

101-47590-9004	GHSO Grant-Traffic Safety	\$34,999.61
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Increase Expenditure Codes:

101-54110-187-9004	Overtime-GHSO Grant	\$21,613.13
101-54110-201-9004	Social Security-GHSO Grant	1,333.00
101-54110-204-9004	State Retirement-SHISO Grant	1,591.00
101-54110-209-9004	Disability Insurance-GHISO Grant	150.73
101-54110-212-9004	Medicare-GHISO Grant	311.75
101-54110-716-9004	Law Enforcement Equip-GHISO Grant	<u>10,000.00</u>
	Total Expenditures Increased	\$34,999.61

Justification: Closeout for Governor's Highway Safety Office grant for traffic safety. GHSO Grant will fund overtime and equipment at 100% reimbursement. GHSO Grant , object code 9004 is remainder 7/1/15-9/30/15 and is 100% reimbursement.

Motion by, Commissioner Phil Warfield, seconded by Commissioner Robert McKamey and passed to refer to the Anderson County Board of County Commissioners with a recommendation for approval.

THE 8th ITEM, to be presented to the Anderson County Budget Committee, was a written request from, Jeff Cole, County Clerk, that the following **APPROPRIATION** in General Fund 101 be approved.

Increase Expenditure Code:

101-52500-709	Data Processing Equipment	\$2,200.00
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Increase Revenue Code:

101-43396	County Clerk Computer Fees	\$2,200.00
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Justification: Purchase barcode scanner for Clerk's office, replace wall plates and jacks due to construction in Oak Ridge office, setup workstation, and install decal printer configure and test.

Motion by, Commissioner Phil Warfield, seconded by Commissioner Robert McKamey and passed to refer to the Anderson County Board of County Commissioners with a recommendation for approval.

The 9th ITEM, to be presented to the Anderson County Budget Committee, was a written request from, Jeff Cole, County Clerk, that the following **APPROPRIATION** in General Fund 101 be approved.

Increase Expenditure Code:

101-52500-332	Legal Notices	\$1,500.00
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Decrease Reserve Code:

101-39000	General Fund Balance	\$1,500.00
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Justification: The publishing costs for special called Bounty Commission meeting.

Motion by, Commissioner Phil Warfield, seconded by Commissioner Robert McKamey and passed to refer to the Anderson County Board of County Commissioners with a recommendation for approval.

The 10th ITEM, to be presented to the Anderson County Budget Committee, was a written request from, Rodney Archer/Jeff Cole, Trustee/County Clerk, that the following **APPROPRIATION** in Capital Projects Fund 171 be approved.

Decrease Reserve Code:

171-34585	Restricted for Capital Projects	\$29,595.28
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Increase Expenditure Code:

171-91110-706	General Administration Projects	
	Building Construction	\$29,595.28

Justification: Due to scheduling conflicts, the remodeling project for the Clerk's and Trustee's Oak Ridge offices were not complete in the previous fiscal year. As a result, the unspent balance of the original \$30,000, which was committed to the project, need to be transferred as described above to allow the contractor is paid.

Motion by, Commissioner Phil Warfield, seconded by Commissioner Robert McKamey and passed to refer to the Anderson County Board of County Commissioners with a recommendation for approval.

THE 11th ITEM, to be presented to the Anderson County Budget Committee, was a written request from, Chris Phillips, Director of Accounts and Budgets, that the following **APPROPRIATION** in Capital Project Fund 171 be approved.

Increase Expenditure Code:

171-91130-713	Highway Construction	\$150,000.00
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Decrease Reserve Code:

171-34585	Reserved for Capital Projects	\$150,000.00
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Justification: To fund the turn lanes at 25W and Edgemoor Rd in Claxton.

Motion by Citizen Dusty Irwin, seconded by Commissioner Robert McKamey and passed to refer to the Anderson County Board of County Commissioners with a recommendation for approval.

THE 12th ITEM, to be presented to the Anderson County Budget Committee, was a written request from, Chris Phillips, Director of Accounts and Budgets for County Historian, that the following **APPROPRIATION** in General Fund 101 be approved.

Increase Expenditure Code:

101-51910-799	Other Capital Outlay	\$25,000.00
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Decrease Reserve Code:

101-34520	Records Preservation	\$25,000.00
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Justification: To rehound volumes in County Historian's vault. (Please note that all Reserve transactions flow through the Unassigned Fund Balance 39000 but have no impact on the Unassigned Fund Balance)

Motion by Citizen Dusty Irwin, seconded by Commissioner Robert McKamey and passed to refer to the Anderson County Board of County Commissioners with a recommendation for approval.

THE 13th ITEM, to be presented to the Anderson County Budget Committee, was a written request from, Chris Phillips, Director of Accounts and Budgets, that Anderson County Government pay back the City of Clinton the \$105,657 owed to them because of an overpayment of local option sales tax in 2011.

Motion by, Commissioner Phil Warfield, seconded by Commissioner Robert McKamey and passed to refer to the Anderson County Board of County Commissioners with a recommendation for approval.

THE 14th ITEM, to be presented to the Anderson County Budget Committee, was an oral request from Citizen Ray Garrett, Cumberland Trail Conference representative, that the following **APPROPRIATION** in General Fund 101 be approved.

Increase Expenditure Code:

101-58400-316

Contributions

\$5,000.00

Decrease Reserve Code:

101-39000

Unassigned Fund Balance

\$5,000.00

Justification: This is the contribution from Anderson County to help with the cost of constructing the Cumberland Trail through Anderson County. This trail is part of 295 miles of trail in Tennessee that covers 11 counties with each county contributing to the project. It is the wish of the Anderson County Budget Committee that the funding of this project be considered by the Tourism Board from their reserves and reimburse Anderson County General Fund for this contribution as this project is directly related to Tourism in Anderson County.

Motion Commissioner Robert McKamey by, seconded by Commissioner Phil Warfield and passed to refer to the Anderson County Board of County Commissioners with a recommendation for approval.

Meeting Adjourned.



Terry Frank, Mayor



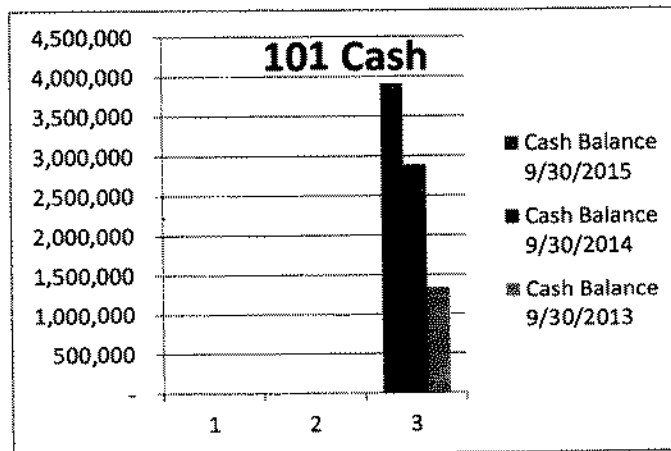
Chris Phillips, Dir. Of Accounts & Budgets

Anderson County Government
General Fund Unassigned Fund Balance
9/30/2015

Unassigned Fund Balance		Fund Balance	\$ 3,800,873.07
Restricted	+	\$ 1,071,947.05	
Committed & Assigned	+	\$ 2,033,263.03	
Total Including Restricted, Committed & Assigned	=	\$ 6,906,083.15	
Cash Balance 9/30/2015		\$ 3,913,578.51	
Cash Balance 9/30/2014		\$ 2,891,823.02	
Cash Balance 9/30/2013		\$ 1,347,409.38	

Other Funds

		<u>Fund Balance</u>	<u>Cash 9/30/15</u>
34535	115 Library	\$ 156,754.00	\$ 176,676.54
34530	116 Solidwaste/Sanitation	\$ 164,267.51	\$ 520,841.06
34525	122 Drug	\$ 331,841.86	\$ 343,840.63
34535	128 Tourism	\$ 229,429.67	\$ 259,848.80
34550	131 Highway	\$ 2,489,938.49	\$ 2,339,298.66
39000	141 General Purpose School	\$ 116,097.04	\$ 1,393,843.62
34580	151 General Debt Service	\$ 2,642,572.29	\$ 1,976,323.08
34580	152 Rural Elementary Debt Service	\$ 53,413.58	\$ 23,702.06
34580	156 Rural High Debt Service	\$ 1,505,634.30	\$ 1,753,942.61
34585	171 Capital Projects	\$ 421,775.38	\$ 483,570.83
34585	177 Education Capital Projects	\$ 7,910.19	\$ 7,880.19
39900	205 Ambulance	\$ 530,204.10	\$ 536,515.20
39900	263 Employee Benefit	\$ 253,771.77	\$ 158,471.12
39900	269 Channel 95	\$ 47,683.34	\$ 30,514.39



Fund : 101 General Government

Account Number	Account Description	Balance
Assets		
101-11110- - 2000	Petty Cash - Sheriff Dept. - Sheriff Department	200.00
101-11110- - 3000	Petty Cash - Zoning Office - Zoning Office	100.00
101-11120- - 1000	Cash On Hand-Health Dept	75.00
101-11130- -	Cash In Bank/Payroll Account	9,997.00
101-11130- - 1000	Cash In Bank - Zoning Office	22,200.00
101-11130- - 9000	Cash In Bank-Inmate Medical	20,000.00
101-11140- -	Cash With Trustee	3,913,578.51
101-11180- -	Cash With Clerks, Register & S	0.00
101-11410- -	Accounts Receivable	215.00
101-11430- -	Due From Other Govt	241,289.65
101-11440- -	Due From Other Funds	679,618.77
101-11440- - 9129	Due From Other Funds - (Cash On Hand)	4,375.00
101-11442- -	Due From Component Units	0.00
101-11500- -	Taxes Receivable	8,151,109.27
101-11510- -	Allowance For Uncollectible Ta	(509,389.00)
101-11600- -	Prepaid Items	1,126,488.49
101-14100- -	Estimated Revenue	25,525,557.38
101-14200- -	Unliquidated Encumbrances	986,738.85
101-14600- -	Exp.Chg.To Prior Yr.Encumb.	0.00
	Total Assets	40,172,153.92
	Total Assets and Deferred Outflows of Resources	40,172,153.92
Liabilities		
101-21100- -	Accounts Payable	49,731.02
101-21200- -	Accrued Payroll	0.00
101-21310- -	Income Tax Withheld/Unpaid	2,380.86
101-21320- -	Social Security Tax	0.00
101-21325- -	Employee Medicare Deductions	0.00
101-21330- -	Retirement Contributions	(44,617.79)
101-21330- - 1000	Retirement Contrib Match	(65,121.06)
101-21342- -	Southern States Police	(1,341.50)
101-21343- -	Life Insurance	(378.83)
101-21343- - 1000	Life Insurance	(674.58)
101-21343- - AFAL	Life Insurance - AFA Life	(1,347.98)
101-21344- -	Dental Insurance	(108.00)
101-21345- -	Health Insurance	(50,499.85)
101-21345- - 1000	Health Insurance Match	(174,066.69)
101-21346- -	Dental Insurance	(735.09)
101-21346- - 1000	Dental Insurance Match	(2,938.53)
101-21346- - 2000	Company #6--Cafeteria Plan - 2000	(48.22)
101-21347- -	Life Insurance	(27.57)
101-21348- - 2000	Medical Reimb Flex Plan	(3,551.13)
101-21349- -	Aflac Insurance Pre-Tax	9.91
101-21349- - 1000	Aflac Insurance - After Tax	(20.30)
101-21349- - 2000	Short Term Disability - County Pd	(3,707.74)
101-21349- - 3000	Long-Term Disability - County Paid	(2,677.19)
101-21349- - AFAA	Company #9--Employee Insurance - AFA Accident	(2,382.90)
101-21349- - AFAA2	Company #9--Employee Insurance - AFA Accident 2	(30.46)

Fund : 101 General Government

Account Number	Account Description	Balance
101-21349- -AFAC1	Company #9--Employee Insurance - AFA Cancer	(560.04)
101-21349- -AFAC2	Company #9--Employee Insurance - AFA Cancer 2	(93.50)
101-21350- -	Nationwide Deferred Comp	(3,376.74)
101-21350- - 1000	Tax Shelter Annuities	(50.00)
101-21360- - 2000	Garnishments & Levies	(0.30)
101-21360- - 3000	Garnishments & Levies - Child Support	0.00
101-21390- -	Other Payroll Deductions - Unemployment Compensation	0.00
101-21390- - 1000	United Way Deduction	(303.00)
101-21390- - 3000	Other P/R Deduct-Scholarship	(1,254.40)
101-21390- - 8000	Other Payroll Deductions	(35.38)
101-21392- - AFRC	Other Payroll Deductions - - AFA Critical	(133.32)
101-21392- - AFDI	Other Payroll Deductions - - AFA Disability STD	(1,524.80)
101-21410- -	Contracts Payable	0.00
101-21500- -	Due To Other Funds	24,072.38
101-21520- -	Due To Component Units	0.00
101-21900- -	Other Current Liabilities - Zoning Office	(127,764.00)
101-21951- -	Customer Deposits Payable-Lost & Found at Jail	(1,672.27)
101-23130- -	Sales Tax	(1,277.01)
101-28100- -	Appropriation Control	(26,659,548.13)
101-28620- -	Health Insurance Payments	99.12
101-28620- - 2000	Life Insurance Fee Offices	(9.40)
101-28620- - 3000	Dental Insurance Fee Offices	0.00
101-28620- - 6000	Health Insurance Cobra	(6,808.48)
101-28620- - 7000	Dental Insurance Cobra	(24.06)
101-29940- -	Deferred Current Property Tax	(7,440,898.00)
101-29945- -	Deferred Delinquent Property T	(200,822.00)
101-29990- -	Other Deferred/Unavailable Rev	(248,579.65)
	Total Liabilities	(34,972,716.60)
101-34110- -	Reserve For Encumb C/Y	(986,738.85)
101-34230- -	Long-Term Notes Receivable	(127,311.52)
101-34240- -	Prepaid Expenses - Prepaid (Boat Ramp)	(1,126,488.49)
101-34510- -	Restricted-Register's Data Pro - Data Proc.Register Of Deeds	(57,168.28)
101-34515- -	Restricted-Co Clerk Data Proc	(49,710.62)
101-34520- -	Restricted- Archives & Records - Circuit Ct & Clerk And Master	(85,594.38)
101-34520- - 1000	Restricted-Lit Tax Public Def - Lit Tax - Public Def	(5,655.23)
101-34520- - 3000	Restricted-Drug Court - Drug Court Assessment Fees	(58,779.92)
101-34520- - 4000	Restricted-Sexual Offender - Sexual Offender	(9,317.37)
101-34520- - 5000	Restricted-Ct Rm Security - Courtroom Security	(352,990.47)
101-34520- - 6000	Restricted-Gs Data Processing - Data Proc Gen Sess Ct	(38,041.87)
101-34520- - 7000	Restricted-C&m Data Processing - Data Proc Chancery Ct	(9,070.03)
101-34525- - 1000	Restricted-Scaap Grant - Scaap Grant - Sheriff Dept	(1,362.68)
101-34525- - 2000	Restricted-Law Enforcement - Law Enforcement Training	(27,000.00)
101-34525- - 3000	Restricted- Weapons & Equip - Sale Of Weapons - Gov Deals	(22,988.62)
101-34525- - 4000	Restricted- Jail Commissary - Jail Commissary	(188,217.42)
101-34525- - 5000	Restricted - Data Process. She - Sheriff's Datat Processing	(6,207.62)
101-34525- - 9000	Restricted- Ghso Grant - Unspent Revenue	(34,102.24)
101-34525- - 9000	Budget Restricted- Ghso Grant - Unspent Revenue	26,354.41
101-34530- -	Restricted-Alcohol & Drug Trea - Alhohol & Drug Treatment	(56,878.05)

Fund : 101 General Government

Account Number	Account Description	Balance
101-34530- - 2000	Restricted - Health Dept Impro	(107,596.48)
101-34585- -	Restricted-Unspent Bond Money	(53,350.18)
101-34585- -	Budget Restricted-Unspent Bond Money	39,000.00
101-34610- -	Committed-Courthouse Maintenanc	(86,182.40)
101-34615- -	Committed- Gov Deals	(35,311.23)
101-34615- - 1000	Committed- Prop. Assessor - Audit	(120,200.18)
101-34625- - 3000	Committed-Project Lifesaver - Project Lifesaver	(500.00)
101-34625- - 4000	Committed-Moral Kombat - Moral Kombat	(940.54)
101-34625- - 5000	Committed-Fire Truck Contrib - Fire Truck Contributions	0.00
101-34630- - 2000	Committed-Care Of Animals Cont	(37,500.04)
101-34650- -	Committed-Bridge Construction - Bridge Construction	(284,608.45)
101-34675- - 0205	Committed-Ems 2013 Payment - Receivable See 101-34230	(254,623.04)
101-34685- - 1000	Committed - Future Land Purch - Industrial/Land Purchase	(919,493.00)
101-34685- - 1002	Committed - Adfac Home Improv.	(14,780.48)
101-34690- - 1000	Committed For Other Purposes - Industrial And Land Purchase	(238,711.76)
101-34710- -	Assigned 2014 Budget - 2014 Budget Reserve	(5,354.64)
101-34710- -	Budget Assigned 2014 Budget - 2014 Budget Reserve	5,134.32
101-34710- - 3000	Assigned-Ada Restroom 2nd Floo - Encumbrance For - 2nd Floor Ada	(18,196.13)
101-34710- - 3000	Budget Assigned-Ada Restroom 2nd Floo - Encumbrance For - 2nd	18,195.00
101-34715- -	Assigned-Trustee Postage - Reserve Code Trustee Postage	(3,915.46)
101-34720- -	Assigned For Circuit Ct - Mr 68071 Reimb. For Copies	(5,825.00)
101-34725- -	Assigned For Public Safety	(384,946.02)
101-34725- -	Budget Assigned For Public Safety	354,496.02
101-39000- -	Unassigned	(4,491,684.07)
101-39000- -	Budget Unassigned	690,811.00
	Total Equity	(9,173,352.01)
	Total Liabilities, Deferred Inflows of Resources, and Fund Bala	(44,146,068.61)
	Net Revenue\Expenditures	
		3,973,914.69
	Total Net Revenue\Expenditures	3,973,914.69
	Total	3,973,914.69
		0.00

Net \$3,800,873.07

Fund Totals: 101

**ANDERSON COUNTY
ROAD COMMITTEE MINUTES**

October 12, 2015

Members Present

Mark Alderson, Chairman
Chuck Fritts
Tim Isbel
Jerry White

Members Absent

Phil Warfield

Chairman Alderson called the meeting to order at 5:20 p.m.

Commissioner Isbel made a motion to elect Commissioner Alderson as chairman of the Road Committee by acclamation, Commissioner White seconded the motion, motion carried.

Commissioner White made a motion to approve the minutes for the July 13, 2015 meeting. Commissioner Fritts seconded. Motion carried.

Commissioner Fritts made a motion to take Stone Ridge Drive into the county road system. Commissioner Isbel seconded motion, motion carried. Stone Ridge Drive 1872' in length, 18' in width and 60' cul-de-sac. Located in Stone Ridge Estates

Commissioner Fritts made a motion to accept the Sheriff's Dept. recommendation of speed limit to be set for Andora Lane at 25MPH. Commissioner Isbel Seconded the motion, motion carried. (see attached)

There being no additional business, Commissioner White made a motion to adjourn. Meeting adjourned.

PAUL N. WHITE

SHERIFF

COURTHOUSE
865-457-5400



OFFICE OF THE SHERIFF

ANDERSON COUNTY, TENNESSEE

101 SOUTH MAIN STREET SUITE 400 CLINTON, TENNESSEE 37716

E-MAIL: SHERIFF@TNACSO.NET • WEB: WWW.TNACSO.NET

To: Gary Long, Road Superintendent

From: Lt. Kenny Sharp

KS

Date: October 5, 2015

Ref: Request for Speed Limit

After receiving calls from the residents in the community for the speed limit to be checked and possibly changed the Sheriff's Department has patrolled the below listed road and recommends that the speed limit be set as follows:

Andora Lane (located off Old Emory Road) 25 mph

Thank you for your assistance in this matter.

ADMINISTRATIVE OFFICE

PHONE: 865-457-5210 FAX: 865-457-5210

PAGE 01

COMMUNICATIONS

PHONE: 865-457-5414 FAX: 865-457-5205

ACSO

DETENTION FACILITY

PHONE: 865-457-7100 FAX: 865-457-5000

10/05/2015 08:23 8654576243

Anderson County Board of Commissioners
OPERATIONS COMMITTEE
MINUTES

October 12, 2015

Members Present: Theresa Scott, Tim Isbel, Mark Alderson, Steve Mead, Jerry White and Tracy Wandell.

Members Absent: Steve Emert.

Call to Order: Acting Chairman Alderson called the meeting to order.

Chairmanship

Upon motion by Commissioner Iwanski, seconded by Commissioner Mead and passed to nominate and elect by acclamation Commissioner Isbel as Chairman of the Operations Committee.

Main Street Economic Development Resolution

Upon motion by Commissioner Alderson, seconded by Commissioner Scott and passed to forward to full commission with a recommendation for approval of the resolution of the County Commission of Anderson County, Tennessee approving an amendment to the economic impact plan for Oak Ridge Mall economic development area.

Care-Here Clinic contract and space request

Upon motion by Commissioner Wandell, seconded by Commissioner Scott and passed to forward to full commission with a recommendation for approval of the Care-Here Clinic contract and space request.

2016 Holiday Schedule

Upon motion by Commissioner Mead, seconded by Commissioner Wandell and passed to discuss this issue.

Upon motion by Commissioner Mead, seconded by Commissioner Iwanski and passed to forward to full commission with a recommendation for approval of the 2016 Holiday Schedule as submitted initially with no changes.

Voting Aye: Alderson, Mead, Iwanski and Isbel. Voting No: White, Scott and Wandell.

Proclamation – Leidos Oay

Upon motion by Commissioner Alderson, seconded by Commissioner Scott and passed to forward to full commission with a recommendation for approval of the Proclamation honoring the 40th anniversary of Leidos.

Resolution – Holding Fees of Stray Animals

Upon motion by Commissioner Mead, seconded by Commissioner Scott and passed to forward to full commission with a recommendation for approval of the resolution to establish fees for the holding of stray animals at the Anderson County Animal Control Facility. Voting no: Wandell

Anderson County Board of Commissioners
OPERATIONS COMMITTEE
MINUTES

October 12, 2015

General Sessions Court II Lease

Upon motion by Commissioner Mead, seconded by Commissioner White to request the Mayor to contact Oak Ridge officials asking for the Oak Ridge City Council to go on record of support and a fair contribution toward the operations of this court.

Commissioner Mead withdrew the motion. Commissioner White withdrew his second.

Upon motion by Commissioner Alderson, seconded by Commissioner Scott and passed to forward to full commission with a recommendation for approval to continue discussions and possibly extend the lease for 1 year in order to negotiate alternative solutions with all parties involved.

Adjournment

With no further business the meeting was adjourned.

**A RESOLUTION OF THE COUNTY COMMISSION OF
ANDERSON COUNTY, TENNESSEE APPROVING AN
AMENDMENT TO THE ECONOMIC IMPACT PLAN FOR OAK
RIDGE MALL ECONOMIC DEVELOPMENT AREA**

WHEREAS, The Industrial Development Board of the City of Oak Ridge, Tennessee (the "IDB") has previously submitted an economic impact plan (the "Economic Impact Plan") regarding the development of an area known as the Oak Ridge Mall Economic Development Area (the "Plan Area");

WHEREAS, the County Commission of Anderson County, Tennessee approved the Economic Impact Plan at its meeting held on November 18, 2013;

WHEREAS, the development of the Plan Area has not been completed, and most of the Plan Area has now been or is expected to be acquired by TN Oak Ridge Rutgers, LLC or an affiliate thereof (the "New Developer");

WHEREAS, the New Developer intends to cause the development of the Plan Area with a retail-driven, multi-use development that is substantially similar to what was approved in the Economic Impact Plan (the "Project");

WHEREAS, the IDB has submitted, at the request of the New Developer, an amendment to the Economic Impact Plan to permit the effective use of the tax increment revenues allocable to the IDB under the Economic Impact Plan to assist with the development of the Project for the benefit of the County (the "Amendment");

WHEREAS, the Economic Impact Plan as amended would permit certain tax increment financing ("Tax Increment Financing") to be provided through the issuance of the IDB's bonds, notes and other obligations; and

WHEREAS, the IDB held a public hearing relative to the Amendment on October 19, 2015 and a summary of the comments received at such public hearing has been presented or otherwise provided to the County Commission; and

WHEREAS, the proceeds of any Tax Increment Financing would be used to pay the Project costs described in the Economic Impact Plan; and

WHEREAS, the incremental property tax revenues (the "TIF Revenues") that result from the development of the Plan Area under the Economic Impact Plan will be allocated to the IDB to be used to pay debt service of the Tax Increment Financing; and

WHEREAS, in accordance with the Economic Impact Plan, the IDB would issue the Tax Increment Financing to a lender or lenders to finance Project costs (permitted to be financed under the Economic Impact Plan) and would pledge the TIF Revenues to such lender or lenders to apply to the debt service on the Tax Increment Financing; and

WHEREAS, the Tax Increment Financing shall not represent or constitute a debt or pledge of the faith and credit or the taxing power of the IDB, the City of Oak Ridge, Tennessee or Anderson County, Tennessee; and

WHEREAS, the Board of Directors of the IDB has submitted the Amendment to the County Commission of Anderson County, Tennessee for approval in accordance with Tenn. Code Ann. § 7-53-312.

NOW, THEREFORE, BE IT RESOLVED by the County Commission of Anderson County, Tennessee (the "County Commission"), that the Amendment, in the form attached hereto as Exhibit A, being in the interests of the citizens of Anderson County, Tennessee, is hereby approved by the County Commission and the officers of the County are authorized to take all appropriate action to carry out the terms of the Amendment.

Adopted and approved this 19th day of October, 2015.

County Mayor

ATTEST:

County Clerk

EXHIBIT A

Amendment

See attached.

STATE OF TENNESSEE)

COUNTY OF ANDERSON)

I, Jeff Cole, hereby certify that I am the duly qualified and acting County Clerk of Anderson County, Tennessee, and as such official I further certify that attached hereto is a copy of excerpts from the minutes of a regular meeting of the governing body of the County held on _____, 2015; that these minutes were promptly and fully recorded and are open to public inspection; that I have compared said copy with the original minute record of said meeting in my official custody; and that said copy is a true, correct and complete transcript from said original minute record insofar as said original record relates to the amendment of the Economic Impact Plan for the redevelopment of the Oak Ridge Mall Economic Development Area.

WITNESS my official signature and seal of said County this ____ day of _____, 2015.

County Clerk

(SEAL)

**THE INDUSTRIAL DEVELOPMENT BOARD OF
THE CITY OF OAK RIDGE, TENNESSEE**

**AMENDMENT TO ECONOMIC IMPACT PLAN FOR THE REDEVELOPMENT OF
THE OAK RIDGE MALL ECONOMIC DEVELOPMENT AREA**

I. Background

The Industrial Development Board of the City of Oak Ridge, Tennessee (the "Board") has previously submitted to Anderson County, Tennessee (the "County") and the City of Oak Ridge, Tennessee (the "City") an economic impact plan (the "Plan") relating to the Oak Ridge Mall Economic Development Area (the "Plan Area") pursuant to Tenn. Code Ann. § 7-53-312. The Plan was approved by the City Council of the City on November 11, 2013 and by the County Commission of the County on November 18, 2013. The developer identified in the Plan has not completed the project described in the Plan, and most of the property in the Plan Area has now been or is expected to be acquired by TN Oak Ridge Rutgers, LLC or an affiliate thereof (the "New Developer"). The New Developer intends to cause the development of the Plan Area with a retail-driven, multi-use development that is substantially similar to what was approved in the Plan. This Amendment to the Plan authorizes certain amendments to the Plan in order to permit the effective use of the tax increment revenues allocable to the Board under the Plan to assist with the development of the Project for the benefit of the County and the City. The size of the Plan Area and the maximum number of years that tax increment revenues are allocable to the Board under the Plan are not changed by this Amendment.

II. Amendments

The Plan is hereby amended as follows:

1. The first two sentences of Section 2 of the Plan are hereby deleted and replaced with the following:

The project consists of a retail-driven, multi-use project which is expected to contain approximately 460,000 square feet of retail space in multiple buildings, approximately 40,000 square feet of office space, a 150-200 unit multi-family residential complex and a hotel (the "Project") on the property shown on Exhibit A (the "Property"). The initial primary retail development will be undertaken by TN Oak Ridge Rutgers LLC, a Tennessee limited liability company, or an affiliate acceptable to the Board (the "Company"). Other components of the Project may be developed by other entities.

2. The second sentence of Section 4 of the Plan is hereby deleted and replaced with the following: "The loan proceeds evidenced by the Note will be paid (i) to the Company to reimburse the Company for paying all or a portion of the Permitted Costs or (ii) directly to the contractors or vendors providing the products or services associated with the Permitted Costs."

3. The first two paragraphs of Section 5 of the Plan are hereby deleted and replaced with the following:

5. Expected Benefits to City and County. The City and the County expect to benefit in many ways from the development of the Project. It is expected that in excess of \$85,000,000 will be spent for the acquisition, constructing and equipping of the Project. It is forecasted that the completed Project improvements, along with anticipated growth and improvements of other properties with the Plan Area, will eventually have a tax appraisal of approximately \$165,800,000. Based upon current rates and anticipated adjustments over time, the tax base attributable to the Project and improvements to the other properties within the Plan Area is expected to generate an average of \$1,225,055 per year in City property taxes and \$1,263,945 in County property taxes per annum (the total of such taxes being \$2,489,000, which is referred to as the "New Tax Amount"). The Plan Area generated only \$557,844 in City property taxes and only \$548,507 in County property taxes for 2012, which is the year prior to the year this Plan was originally approved (the total of such 2012 taxes being \$1,106,351, which is referred to as the "Base Tax Amount"). The "Increment" is the incremental increase in property taxes from the development and leasing of the Project along with anticipated growth and improvements of other properties with the Plan Area over the Base Tax Amount. Based on the foregoing assumptions, the Increment, once the Plan Area is fully developed, will average \$1,383,000 per annum less the amount allocated to the City and County for the payment of debt service on the City's and the County's debt as required by the TIF Uniformity Act. Once the Note is repaid, all of this revenue will be retained by the City and County.

Sales tax, building permit and a variety of other local taxes and/or fees will be positively affected by the injection of 950 to 1000 estimated full and part-time jobs (plus the jobs to be created during the construction period) and estimated retail sales of over \$79,000,000 per year once the Plan Area is fully developed, resulting in approximately \$2,200,000 in local sales tax revenue to the City and County annually. Building permit fees will result from the construction of the new facilities within the Plan Area.

4. The third paragraph of Section 6 of the Plan is hereby deleted and replaced with the following:

Taxes on the real and personal property within the Plan Area will be divided and distributed as provided in this Section of the Economic Impact Plan for a period, as to each parcel in the Plan Area, not in excess of twenty (20) tax years as to any parcel with respect to the County taxes and not in excess of thirty (30) tax years as to any parcel with respect to the City taxes; provided, however, that such allocations shall, in any event, cease when there are not eligible costs, including debt service, to be paid from the tax increment revenues.

5. The last paragraph of Section 6 of the Plan is hereby deleted and replaced with the following:

The Board is authorized to make all calculations of tax increment revenues on the basis of each parcel within the Plan Area instead of on an aggregate basis as permitted by the Act and the TIF Uniformity Act. If the Board opts to have such calculations made based upon each parcel, the Board shall give notice to the City and the County that such methodology will be used prior to the first allocation date of any tax increment revenues.

The Board is also authorized to designate, by notice to the City and the County, that the allocation of tax increment revenues from any parcel or group of parcels in the Plan Area shall begin in any tax year in order to match tax increment revenues with the application of tax increment revenues for the purposes provided herein, subject to the time limitation on allocations provided above; provided, however, that the allocation of tax increment revenues with respect to the parcels on which the initial primary retail development described above is located (which parcels shall be designated by the Board) shall commence in a tax year on or before the tax year ending December 31, 2017.

III. Approval Process

This Amendment shall be subject to approval by the Board, the County and the City in the same manner as the original Plan.

15040314.1

- Clinic
- Pre-trial
- Credit Union



**PURCHASING COMMITTEE MEETING
MINUTES**

August 10, 2015

Committee Members:

Mayor Terry Frank – Present
Commissioner Jerry White – Absent
Commissioner Tim Isbel - Absent
Dusty Irwin – Present
Scott Daugherty - Present
Pamela Cotham, Purchasing Agent – Present

1. Waste Connections – Contract amendment to add containers omitted from bid.

Dusty Irwin made a motion to approve and to forward to County Commission with a recommendation for approval. Scott Daugherty seconded the motion and the motion passed.

2. Covenant Homecare – Hospice Transportation – Three year agreement.

Dusty Irwin made a motion to approve and to forward to County Commission with a recommendation for approval. Commissioner Isbel seconded the motion and the motion passed.

3. James & Bea Irons - East Wolfe Valley Lease for the period of August 1, 2015 thru July 31, 2016.

Lease was pulled from the agenda, funds have not been budgeted.

4. Care Here – Contract for Medical Clinic for county employee's period of May 19, 2015 thru June 30, 2018.

Dusty Irwin made a motion to approve and to forward to County Commission with a recommendation for approval. Commissioner Isbel seconded the motion and the motion passed.

5. Resolution to Increase Bid Limits:

Dusty Irwin made a motion to change the Competitive Bid limit to \$20,000 with at least three written quotes being required at \$12,000. Competitive bids may be sought at the discretion of the Purchasing Agent. Motorized vehicles shall be bid. Scott Daugherty seconded the motion for discussion.

Dusty Irwin amended the motion to add Motorized vehicles exceeding \$11,999 require three (3) written quotes, and motorized vehicles exceeding \$12,000 shall be bid. Scott Daugherty seconded the amendment and the motion passed.

The original motion also passed.

The meeting adjourned at 5:00 p.m.

Public Hearing Report

4. Commissioner Fritts made a motion to approve the resolution amending the zoning resolution of Anderson County, Tennessee by revising section 030.010 to include pain management clinics as a use upon review. Seconded by Commissioner Scott.

Commissioner Mead made a motion to delay this action for one month so that it can go to the Law Director to be reviewed. Seconded by Commissioner Creasey. Voting aye: Wandell, Warfield, White, Hitchcock, Mead, Creasey, Scott, McNutt and Iwanski. Voting no: Fritts, Alderson, Meredith, Emert, Isbel and McKamey. Absent: Bates. Motion carried.

Director of Schools

No action at this time.

Mayor

No action at this time.

Law Director

5. Commissioner Mead made a motion to approve the Law Director to review the bylaws for the Andersonville Volunteer Fire Department he would be doing this in his personal time at no charge to the fire department. Seconded by Commissioner Warfield. Voting aye: Emert, Warfield, McKamey and Mead. Voting no: Fritts, Wandell, Alderson, Meredith, Isbel, White, Hitchcock, Creasey, Scott, McNutt and Iwanski. Absent: Bates. Motion failed.

Purchasing

6. Commissioner Mead made a motion to amend contract with Waste Connection to add containers that were omitted from bid. Seconded by Commissioner Warfield. Motion carried by voice vote.

7. Commissioner White made a motion to approve the contract with Covenant HomeCare Hospice Transportation with a three year agreement. Seconded by Commissioner Warfield. Motion carried by voice vote.

8. Commissioner Wandell made a motion to defer the Care Here contract for a medical clinic for county employees for period of May 19, 2015 thru June 30, 2018 back to Operations Committee for more discussion. Seconded by Commissioner Emert. Motion carried by voice vote.

9. Commissioner Creasey made a motion to change the Competitive Bid limit to \$20,000 with at least three written quotes being required at \$12,000. Competitive bids may be sought at the discretion of the Purchasing Agent. Motorized vehicles exceeding \$11,999.00 require three written quotes and motorized vehicles exceeding \$12,000.00 shall be bid. Seconded by Commissioner Isbel. Motion carried by voice vote.

10. Commissioner Fritts made a motion to approve the East Wolf Valley lease with James and Bea Irons for the period of August 1, 2015 thru July 31, 2016. Seconded by Commissioner Mead.

Commissioner Fritts withdrew his motion.

CareHere!

CareHere Management, PLLC
ANDERSON COUNTY, TN
Medical Services Agreement

This Medical Services Agreement is made and entered into this ____ day of June 2015, by and between Anderson County, TN ("Employer"), and CareHere Management, PLLC, a Tennessee professional limited liability company ("CareHere").

Recitals:

A. CareHere contracts with employers to arrange for physicians or physician extenders (nurse practitioners or physician assistants) and/or nurses and/or medical assistants to be located at the employer's place of business to perform certain medical services to the employees of such employers and/or retirees and/or their dependents.

B. The Employer desires for the onsite physicians and other professionals to provide onsite medical services.

C. The Employer desires to contract with CareHere and CareHere desires to contract with the Employer for CareHere to arrange for a physician and nurse to provide certain onsite medical services on behalf of Employer to the employees or retirees of the Employer and/or their dependents on the terms and subject to the conditions contained herein.

D. The Employer desires to contract with CareHere and CareHere desires to contract with Employer for CareHere to provide management and non-medical services to assist Employer and physician or physician extenders in providing medical services to Employer's employees, retirees, and/or dependents of each.

NOW, THEREFORE, for good and valuable consideration, the receipt and the sufficiency of which are hereby acknowledged, the Employer and CareHere hereby agree as follows:

ARTICLE I

PROVISION OF PHYSICIAN OR PHYSICIAN EXTENDERS

1.01 Provision of Medical Professional. CareHere shall arrange for a Physician(s) or Physician Extenders (Nurse Practitioner(s) or Physician Assistant(s)) and/or Nurses (L.P.N or R.N.) hereafter collectively referred as "Medical Professionals", and/or medical assistants ("Medical Assistant") to be located at the offices of Employer to provide the Medical Services (as defined herein) to the employees and/or retirees of the Employer and/or the dependents thereof. CareHere is not committing to arrange for a particular person as the Medical Professional/Medical Assistant and, at any time and from time to time, CareHere may change the Medical Professional/Medical Assistant. Employer shall have the opportunity to interview all final Medical Professional candidates identified by CareHere. Employer shall also have the right to have CareHere remove a Medical Professional upon written notice, which notice shall specify the time by which the physician shall be removed.

As used herein, the term "Medical Services" means, with respect to the Employer, the medical services with respect to which CareHere has agreed to arrange for a Medical Professional and/or Medical Assistant to be present pursuant to this Agreement. The Medical Services with respect to which CareHere has agreed to arrange for Medical Professionals are listed on Exhibit A.

The Employer and CareHere may, at any time and from time to time, amend or supplement Exhibit A by written agreement.

1.02 Standards of Medical Professional Performance. CareHere shall contract with an independent Medical Professional such that the Medical Professional is obligated to perform or deliver the following, supported by a Medical Assistant under the Medical Professional's direction, control, and supervision:

(a) The Medical Professional shall determine his or her own means and methods of providing Medical Services in connection with this Agreement.

(b) The Medical Professional and Medical Assistant shall comply with all applicable laws and regulations with respect to the licensing and state regulations.

(c) The Medical Professional and Medical Assistant shall provide the Medical Services in a manner consistent with all applicable laws and regulations and in a professional manner consistent with Medical Services provided in the community.

(d) The Medical Professional shall maintain, during the term of this Agreement, Appropriate Credentials including:

- (1) A duly issued and active license to practice medicine and prescribe medication in the State of Tennessee;
- (2) A good standing with his or her profession and state professional association;
- (3) The absence of any license restriction, revocation, or suspension;
- (4) The absence of any involuntary restriction placed on his or her federal DEA registration; and
- (5) The absence of any conviction of a felony.

(e) In the event that any Medical Professional (1) has his or her license to practice medicine or prescribe medication restricted, revoked or suspended, (2) has an involuntary restriction placed on his or her federal DEA registration, (3) is convicted of a felony, or (4) is no longer in good standing with his or her professional or state licensing authority, CareHere shall promptly remove that Medical Professional and replace such Medical Professional with another Medical Professional that meets the requirements of Section 1.02 (d). CareHere shall require any Medical Professional to remove and promptly replace any Medical Assistant or other Health Professional (as defined in Section 1.08) who has his or her professional license restricted, revoked or suspended, is convicted of a felony, or is no longer in good standing with his or her professional or state licensing authority.

(f) CareHere shall require the Medical Professional to ensure that any Medical Assistant or other Health Professional complies with the requirements of this Section 1.02 with respect to performance, licensing, certification, and good standing, as applicable, except as otherwise provided

in Section 1.08 with respect to medical doctor interns and residents. CareHere shall require the Medical Professional to notify CareHere immediately in the event the Medical Professional learns of the possibility that any of the events specified in Section 1.02(e) may occur with respect to the Medical Professional, any Medical Assistant or any other Health Professional, and CareHere shall immediately notify the Employer of such notification, so that the Employer can determine whether or not to exercise its right to remove the Medical Professional pursuant to Section 1.01.

(g) This agreement and the independent contractor agreement in which CareHere has agreed to arrange for Medical Professionals to be located at Employer's work site is intended to comply with Tennessee regulations that allow an Employer to hire a physician to treat the Employer's employees, retirees, and the dependents of each.

1.03 Scheduling of Services. CareHere shall contract with the Medical Professional/Medical Assistant for the Medical Professional to provide the Medical Services at a location(s) and schedule agreeable with Employer. Both CareHere and the Employer shall agree upon a target clinic opening date for the Medical Professional to begin delivering Medical Services. The Medical Professional shall be working on behalf of the Employer consistent with any and all applicable Tennessee regulations.

1.04 Place of Services. The Employer shall provide the Medical Professional an examination room(s) at Employer's place of business or other location mutually agreed to by Employer and CareHere. Such examination room(s) shall be reasonably satisfactory, in the judgment of the Medical Professional, for the provision of the Medical Services. CareHere shall supply the Employer with example clinic facility floor plans along with minimum facility requirements including, but not limited to, minimum exam room space, cabinetry, counter space, lockable medication storage, internet connectivity, and telephone and fax connectivity. The Employer agrees to coordinate, manage, fund and oversee any construction and/or renovation required to provide the Place of Service. The Employer agrees that the Place of Service will be prepared, cleaned, and ready for CareHere to occupy at least two weeks in advance of the targeted clinic opening date.

1.05 Equipment and Supplies. Per Article II of this Agreement, the Employer shall reimburse CareHere for the equipment and supplies which are listed, but not limited to, the items listed in Exhibit B (in addition to a chair, a desk, a file cabinet and office supplies, all of which shall also be obtained by CareHere and submitted to the Employer for reimbursement). The Medical Professional shall notify, at any time and from time to time, CareHere of the quantity of such equipment and such supplies which the Medical Professional reasonably requires in connection with the provision of the Medical Services and the date by which such equipment and such supplies are required and CareHere shall provide such equipment and such supplies by such date and be reimbursed by Employer.

1.06 Professional Liability Insurance. CareHere shall ensure that the Medical Professional maintains, throughout the term of this Agreement, professional liability insurance covering the acts and omissions of the Medical Professional. To comply with this obligation, CareHere shall add the Medical Professional as an insured in a professional liability insurance program having minimum coverage limits equal to or greater than the minimum annual coverage amounts required by the Employer's state with an insurance company reasonably satisfactory to CareHere. At Employer's request, CareHere shall provide Employer proof of such professional liability insurance maintained by the Medical Professional within a reasonable time from the date the request was received.

1.07 Responsibilities of Parties. The Employer and CareHere are independent contractors. The Medical Professional shall be solely responsible for his or her actions and /or omissions and the actions and/or the omissions of any agent or any employee used by him or her (including without limitation any

Medical Assistant or other Health Professional) in connection with providing the Medical Services contemplated by this Agreement. Neither the Employer nor CareHere shall have any control or involvement in the independent exercise of medical judgment by the Medical Professional and/or any Medical Assistant or other Health Professional, and neither the Employer nor CareHere shall incur any liability for the actions or the omissions of the Medical Professional and/or any agent or any employee used by the Medical Professional (including without limitation any Medical Assistant or other Health Professional) in connection with this Agreement. CareHere agrees to indemnify and hold harmless Employer from and against any cost, damage, expense, loss, liability or obligation of any kind, including, without limitation, reasonable attorney's fees, which Employer may incur in connection with CareHere's arranging for Medical Professionals, Medical Assistants or other Health Professionals to be present, or with the medical services provided by them, under this Agreement. However, such indemnification by CareHere shall not be construed to mean malpractice insurance in any manner. Said indemnity obligation shall be supported by appropriate liability insurance with minimum limits required by the Employer's state.

1.08 Other Licensed Health Professionals. The Employer agrees and acknowledges that Medical Professional may from time to time have other Health Professionals, as defined the next sentence, assist the Medical Professional and/or replace the Medical Professional during his or her regularly scheduled time at the Employer's place of business in the event of an emergency at the hospital or at the Medical Professional's office (provided, however, that CareHere will require the Medical Professional to ensure that the services provided by replacement individuals do not exceed the scope of their professional training and licensure). "Health Professional" shall mean a duly licensed nurse, medical doctor and licensed physician's assistant. Section 1.07 shall apply in the same manner to the Health Professional as such section applies to the Medical Professional. CareHere shall also ensure, or require the Medical Professional to ensure, that all Health Professionals who provide services hereunder have insurance coverage consistent with the requirements of Section 1.06. From time to time the Medical Professional, upon consent of an employee of the Employer and/or spouse or dependent of the employee, may have medical doctors that are interns or residents associated with one of the medical schools in the state observe and assist the Medical Professional for educational and teaching purposes under the Medical Professional's direct supervision. The same level of professional standards as set forth in Section 1.02 shall apply as well to Health Professionals, other than medical doctor interns and residents working under the direct supervision of the Medical Professional.

1.09 Cost of Living Increases. On an annual basis, cost of living increases for medical professionals will be agreed upon by CareHere and Employer.

1.10 Billing. CareHere shall contract with the Medical Professional that the Medical Professional shall not bill or otherwise solicit payment from employees of the Employer and/or their dependents, or Employer, or from the Employer Benefit Plan Trust for the Medical Services provided by the Medical Professional.

1.11 Medical Records. CareHere shall contract with the Medical Professional for the Medical Professional to maintain medical records with respect to all of the patients, all of which medical records shall be maintained in a professional manner consistent with the accepted practice of the community in which the Medical Professional provides the Medical Services in connection with this Agreement. CareHere shall also require the Medical Professional comply with the HIPAA privacy standards. All patient records maintained by the Medical Professional in connection with this Agreement shall be the sole property of the Medical Professional and CareHere.

The Employer understands and agrees that all of the medical records and other protected health information maintained by the Medical Professional will be held by the Medical Professional in strictest confidence, and that the Employer will not be entitled to have access to the medical records maintained by the Medical Professional, in the absence of an appropriate written authorization from the patient/employee.

In the event of termination for any reason, CareHere agrees to electronically transfer all medical records to any successor clinic administrator selected by the Employer. The electronic transfer of these records will be in an industry standard format to be determined by CareHere and Employer agrees to pay to CareHere an amount of \$2,500 for such transfer. In the event Employer requests a specific format or requests any additional preparing, packaging, testing or similar process, the electronic transfer of medical records will be dependent upon the successor clinic administrator or Employer agreeing to pay the costs, up to \$7,500, to CareHere to cover expenses associated with preparing, packaging, testing, transferring, and verifying the electronic transfer of medical records to the successor clinic administrator.

1.12 Reports. CareHere shall provide to the Employer within 60 days following each 12-month period of operations, and more frequently as deemed appropriate by CareHere and Employer, a written report with respect to the provision by the Medical Professional of the Medical Services during the immediately preceding 12-month period. The written report shall be in form reasonably satisfactory to each of the Employer and CareHere and it is contemplated that the written report will report (a) the number of employees and dependents treated by the Medical Professional during such immediately preceding 12-month period, (b) the number of employees for whom work-related treatments were provided and (c) the number of employees for whom primary care services were provided. All reports shall be sent to the Employer's HIPAA Privacy Officer(s) in accordance with Exhibit E of this Agreement.

The Employer agrees to provide CareHere detailed medical claims and prescription drug claims information and demographic data for at least the 36-month period prior to the effective date of this Agreement. Employer agrees to provide CareHere detailed medical claims and prescription drug claims information and demographic data on an ongoing yearly basis. The claims information and demographic data will be provided in an electronic format and content suitable to CareHere. Prior to receipt of any data, CareHere agrees to establish appropriate Business Associate Agreements with Employer (see Exhibit C & D) and any administrator or agency designated by the Employer as the source for the data.

1.13 Noncompliance by the Medical Professional. In the event that the Employer becomes aware of any failure by the Medical Professional to comply with the obligations of the Medical Professional which are contemplated by this Agreement, the Employer shall immediately provide written notice to CareHere of such failure, which written notice shall describe the failure in reasonable detail, and CareHere shall use its best efforts to address such failure. In the alternative, CareHere may arrange for the substitution of another person as the Medical Professional. As provided in Section 1.01, Employer shall have the right to require the immediate removal of the Medical Professional by CareHere.

1.14 General Liability. Employer agrees to include CareHere as an additional named insured on the General Liability policy of the Employer and will pay any additional premium that may be associated with this inclusion. Employer will provide documentation to CareHere supporting this inclusion on the General Liability policy.

1.15 Provision of Management Services. Medical Services to be provided by the independent on-site Medical Professional include but are not limited to the items listed in Exhibit A.

ARTICLE II COMPENSATION

2.01 Initial Set-Up Fee. The Employer is responsible for the expense of setting up the clinic. Upon execution of this Agreement, the Employer shall pay to CareHere an initial set-up fee of \$35,000, which is based on two (2) exam rooms, to cover CareHere's purchase of the equipment and the supplies listed on Exhibit B, CareHere's travel during clinic set-up and any other clinic set-up expenses. If actual expenses total less than the initial set-up fee, the Employer will receive a credit; if the expense exceeds the initial set-up fee, CareHere will bill the Employer for the difference, which the Employer will pay in 15 days. The initial set-up fee for any Occupational/Workers Compensation services will be an additional amount agreed upon by CareHere and the Employer.

2.02 Monthly Fee. Monthly invoicing by CareHere will commence upon the targeted opening date agreed upon per Section 1.03 of this Agreement. No later than the 10th day of each calendar month immediately following the receipt of the CareHere invoice, the Employer shall pay to CareHere the amount of \$23.00 per employee per month for arranging for the Medical Professional and the other services provided under this Agreement during the immediately preceding calendar month.

2.03 Ongoing Operational Expenses. In advance of the first day of each month, CareHere shall submit an amount equal to the sum of the estimate of that month's medical expenditures and an adjustment from prior months' actual expenditures for all expenses required to operate and maintain the Employer clinic in order to provide the Medical Services under this Agreement. These expenses may include, but are not limited to, Medical Professional and/or Medical Assistant costs, reimbursement to Medical Professional for medical malpractice insurance, other required insurance, Medical Professional and Medical Assistant training expenses, approved medical staff travel expenses, Medical Review Officer costs (\$20.00 per non-negative screen), required taxes (federal, state, local, or other), medical supplies, medications, laboratory expenses, office supplies, equipment and other items that may be required by CareHere or the Medical Professional to provide the Medical Services under this Agreement and any sales taxes (federal, state, local, or other) incurred by CareHere to purchase items necessary to provide the Medical Services under this Agreement. On an annual basis, CareHere and the Employer will negotiate appropriate Cost of Living Adjustments to be enacted for Medical Professionals. The Employer shall be responsible to pay CareHere such amount invoiced no later than the 15th day of the calendar month immediately following the receipt of the CareHere invoice. Past due amounts are subject to a finance charge of 1.5% per month.

2.04 Health Risk Assessments. CareHere agrees to provide, equal to the number of employees covered by the Employer's health plan, an annual Health Risk Assessment at no additional charge to the Employer. For annual Health Risk Assessments performed in excess of the number of employees covered by the Employer's health plan, a charge of \$50.00 will be assessed for each.

2.05 Extra Occupational/Workers Compensation Services. When Occupational/Workers Compensation services beyond any described in this agreement are to be provided, then Employer shall pay to CareHere a yet to be quoted amount to be agreed upon by CareHere and Employer.

2.06 Travel & Living Expenses. Following the initial opening of the Employer clinic, CareHere shall receive reimbursement for any annual cumulative travel expenses outside the customary and reasonable travel expenses incurred by CareHere in its provision of services and not otherwise provided

for in this agreement. Travel expenses associated with the ordinary running of the Clinic are considered customary and reasonable. Travel expenses not considered customary and reasonable include, but are not limited to, travel expenses for unscheduled requested visits, administration of special onsite health programs, and presentations, conferences and visits from non-local CareHere executives, employees, and contractors requested by Employer and not contemplated by this agreement. CareHere shall make reasonable efforts to control the costs associated with such travel and in no event shall Employer be responsible for reimbursement under this Section 2.06 of more than \$5,000 per annum.

ARTICLE III TERM AND TERMINATION

3.01 Term. This Agreement shall be for a term of three years following the actual opening date of the Employer clinic to commence delivery of care to patients, subject to earlier termination in accordance with this Agreement. Unless either the Employer or CareHere gives written notice of nonrenewal to the other party at least ninety (90) calendar days prior to the end of the initial term or of any renewal term, ~~this Agreement shall be automatically renewed for additional periods of two years each.~~ *NO AUTO RENEWAL*

3.02 Effect of Expiration or Termination. The expiration or the termination of this Agreement shall not affect the obligation of the Employer to pay compensation to CareHere or pay for any outstanding invoice for the period prior to such expiration or termination and shall not affect the obligation of CareHere to provide monthly reports for the period prior to the effective date of such expiration or such termination.

3.03 Non-Compete. In the event of Termination, for a period of one (1) year, Employer shall not use the onsite professional healthcare services of Medical Professionals arranged for by CareHere.

ARTICLE IV MISCELLANEOUS

4.01 Notice. All notices and other communications permitted or required pursuant to this Agreement shall be in writing, addressed to the party at the address set forth at the end of this Agreement or to such other address as the party may designate from time to time in accordance with this Section 4.01. All notices and other communications shall be (a) mailed by certified or registered mail, return receipt requested, postage pre-paid, (b) personally delivered or (c) sent by telecopy with a receipt confirmation. Notices mailed pursuant to this Section 4.01 shall be deemed given as of three days after the date of mailing and notices personally delivered or sent by telecopy shall be deemed given at time of receipt.

4.02 Transferability. Except as provided in Section 4.07, any transfer or assignment of this Agreement shall be contingent upon the transferring or assigning party receiving consent, in writing, from the other party. Such consent for transfer or assignment shall not be unreasonably withheld.

4.03 Entire Agreement; Amendment. This Agreement constitutes the entire agreement between the Employer and CareHere with respect to the subject matter hereof and supersedes all prior agreements. This Agreement shall not be amended or waived, in whole or in part, except in writing signed by both of the Employer and CareHere.

4.04 Governing Law. This Agreement shall be governed by, and interpreted in accordance with, the internal laws of the State of Tennessee, without giving effect to its conflict of laws provisions.

4.05 Non-Disclosure. The Employer and CareHere shall take all reasonable steps to ensure that information with respect to the terms of this Agreement or with respect to the business of the Employer and CareHere acquired by virtue of the position of the other party under this Agreement shall not be disclosed or used outside of the business of either party; provided, however, the foregoing restriction shall not apply to information (a) provided to government authorities as required by applicable law or applicable regulation or consented to by the patient; (b) furnished to healthcare providers involved in a particular patient's case; (c) which is or becomes public knowledge through no fault of either party; or (d) which is otherwise required to be disclosed by applicable law or applicable regulation or pursuant to a court order.

4.06 Access to Books and Records. Both CareHere and the Employer agree to provide access to their books and records, as they relate to this Agreement, to the other party.

4.07 Successors. As between the parties, any change in majority ownership, management or control of either CareHere or Employer shall not affect the provisions of this Agreement if, within thirty (30) days from such change, the party experiencing the change notifies the other party of such change. In such event, this Agreement shall be assumed upon a change of ownership, change of control, change in management, reorganization, etc. of, or at, Employer or CareHere.

4.08 Counterparts. This Agreement may be executed in several counterparts, all of which taken together shall constitute one single agreement between the parties hereto.

4.09 Severability. In the event that any provision of this Agreement is held to be unenforceable for any reason by a court of competent jurisdiction, the validity of the remaining provisions of this Agreement shall not be affected thereby, and the invalid or unenforceable provision shall be deemed not to be a part of this Agreement.

4.10 Headings. Section headings contained in this Agreement are for reference purposes only and shall not be construed as part of this Agreement.

(The remainder of this page intentionally left blank.)

IN WITNESS WHEREOF, the Employer and CareHere have executed and delivered this Agreement as of the date first above written.

CareHere Management, PLLC

Date of Signature:

Signature:

Print Name: Ben Baker
Title: Chief Operating Officer
Address: 5141 Virginia Way
Suite 350
Brentwood, TN 37027

Anderson County, TN

Date of Signature:

Signature:

Print Name:
Title:
Address:

APPROVED AS TO LEGAL FORM


N. Jay Yeager
Anderson County Law Director

EXHIBIT A

"SCOPE OF SERVICES"

Medical Services to be provided by the independent on-site Medical Professional may include, but are not limited, to the following:

- Chronic illness evaluation, treatment and management
 - Diabetes
 - High Cholesterol
 - Etc.
- Acute Conditions
 - Sore throats/ears/headache
 - Cough, Sinus
 - Strains/sprains/musculoskeletal problems
 - Acute urinary complaints
- Lab testing
- Medication dispensements
- First-Aid Only Work related injuries
- Employment Related Activities
 - Pre-employment physicals
 - Pre-employment drug testing collection
- Ordinary and routine care of the nature of a visit to the doctor's office

Long Term Prevention Programs Included

- LabInsight Health Risk Assessment with comprehensive blood draw analysis
- Aggregate data analysis from your employee population that allows us to develop just the right programs for you
- Pharmaceutical Program Management tailored to your specific population
- Physician/Nurse "Reach Out" Program to touch the people with the highest health risks
- Population Health Management programs targeted for the greatest impact (obesity, diabetes, high blood pressure, etc.)
- Disease/Case Management – we proactively assign a "coach" to help those employees with the greatest need
- Self Care Education Tools and Manual online and in print form
- Comprehensive Health Education Training
- Physician Health Seminars
- Population Promotions

Program Enablers and Infrastructure Included

- 800 Customer Support
- 24x7 Online Scheduling System
- Online Medical Management & Tracking System
- Clinic Best Practices Sharing
- Clinic Inventory Management (supplies, medications, etc.)
- Physician Recruiting
- Medical Assistant Recruiting
- Physician Management
- Medical Assistant Management
- Analysis, Trends, Reporting & Survey Results

(The remainder of this page intentionally left blank.)

EXHIBIT B

SAMPLE EXAM ROOM SET UP MEDICAL SUPPLIES AND EQUIPMENT

The following is a list of supplies and equipment typically needed for a clinic with no more than two exams rooms. This list is to serve as an example and will be adjusted depending on the needs of the Employer and the number of exam rooms requested.

Health Center Start Up List

Care Here!®

Supplier 1		
Description	Unit	Quantity
ACETAMINOPHEN 160MG/5ML ELX	Box	1
Adacel TDAP Vac syr 5x5ml	Box	1
ALBUTEROL .083% SOL 25X3ML	Box	1
ALCOHOL ISO 70% 16OZ 12/CB	Each	2
ALCOHOL PREP MED ST 200/BX	Box	2
AMMONIA INHALANTS 10/BX	Box	1
APLISOL STU PPD 1D TEST 1ML	Each	1
APPLICATOR GTTN 6" NS 1000BX	Box	1
APPLICATOR PAPER/RAY 8"NS	Box	1
BAG BIOH2D 24X32 1 2MIL 15GL	Case	1
BANDAGE ADH FLEX 1X3	Box	2
BANDAGE CONES 1" RNBOW 30BX	Box	1
BANDAGE ELAS 2" DLX VELCR LF	Box	1
BANDAGE ELAS 4" DLX VELCR LF	Box	1
BASE F/CLEARLITE W/CASTER	Each	1
BASIN EAR GOLDNAMES	Each	1
BASIN EMESIS 10" TURQUOISE	Each	4
BICILLIN CR 1.2MU ADULT 10/B	Box	1
BLEACH GENERIC GL 6/CB	Each	1
BLUING TABLETS 100/BT	Each	1
BSS BALANCED SALT SOLN 18ML	Each	1
CAPE 30X21 WHT F/B OPEN	Case	1
Cert for ECG	Each	1
CAUTERY HI-TEMP FINE	Each	1
CEFOTAXIME 500MG SDV	Box	1
CEFTRIAXONE 1 GM	Each	1
CEFTRIAXONE 250MG	Each	1
CEFTRIAXONE 500 MG VIAL	Each	1
CHAIR BLOOD DRAW W/DRWR BLK	Each	1
CHAIR SIDE W/O ARMS BLK	Each	1
CHART EYE SNELLEN 20FT	Each	1
CITRIGUARD II SPRAY 32OZ	Each	1
COTTON BALLS MED 2BX/CS	Box	1
CUP MEDICINE 2OZ GRAD	Each	10
CURETTE EAR OVAL WHT 50/BX	Box	1
CYANOCOBALAMIN 1000MCG 25X1M	Box	1
DEFIB AED G3 SEMIAUTO PKG	Each	1
DEXAMETH SOD 4MG/ML 1ML VIAL	Each	1
DIPHENHYD 25MG TAB UD 100/BOX	Box	1
DISPENSER DIAG SPEC W/O STOR	Each	2
DISPENSER F/7777 GBG ALOEGEL	Each	1
DRAPE 18X26 FEN ST BLUE	Box	1
DRAPE 40X48 TISSUE 2PLY WHT	Case	1
EARWASHER ELEPHANT	Each	1
EARWASHER TIP ELEPHANT BG=BX	Box	1

ECG ATRIA 3100 WINTERP	Each	0
ECG CCMD PC USB/DW	Each	1
ELECTRODE DEFIB PED 2PK=EA	Each	1
Epi Pen 2/pk	Each	2
Epi Pen Jr. 2/pk	Each	2
ETHYL CHLORIDE MED 3.5OZ	Each	1
EYEWASH IRRG SOL 4OZ	Each	1
FLUORESS OPTH SOLN 5ML	Box	1
GAUZE CONFORM 2" NS	Box	1
GLOVE BOX FSHARPS CABINET	Each	2
GLOVE EXAM NITRILE LG PF	Box	1
GLOVE EXAM NITRILE MED PF	Box	2
GLOVE EXAM NITRILE SM PF	Box	1
GOWN EXAM 30X42 WHT 3PLY	Case	1
GOWN EXAM 36X45 BLU XL	Case	1
HAMMER TAYLOR PERCUS SS	Each	2
HANDLE RECHARGEABLE 3.5V	Each	1
HISTOFREEZER 80ML 25MM 30KT	Each	1
HYDROCORT 1% CRM 1OZ	Each	2
HYDROGEN PEROX 3% 16OZ #117	Each	2
ICE PACK 6X9 KWIK KOLD DISP	Each	5
ILLUM VAG SYSTEM COMPLETE	Each	1
INSTA GLUCOSE GEL TB 3X31GM	Box	1
IV SET BG 23X3/4 12"TB SAF	Each	12
JAR SUNDRY PLASTIC UNLABELED	Each	8
KENALOG 40MG/ML 5ML	Each	1
KETOROLAC 30MG/ML 1ML	Each	2
KETOROLAC 60MG/2ML 2ML	Each	2
LABEL BIOHZD 4X4	Each	12
LACERATION TRAY WINSTR	Each	2
LANCET SAFETY 2.2MM NDL ORNG	Box	1
LIDOCAINE 1% 20ML MDV	Each	1
LIDOCAINE 1% W/EP 20ML	Each	1
LIDOCAINE 2% 20ML	Each	1
LIDOCAINE 2% W/EP 30ML	Each	1
LIGHT EXAM 35W HALOGEN BEIGE	Each	1
LINER 30X36 HVY 20-30GL BLK 250/cs	Case	1
LUBE JELLY 4OZ TUBE ST 12/BX	Each	3
MASK PARTICULATE RESP RG N95	Box	1
MAYO STAND CENTER BASE CASTR	Each	1
METHYLPRED AC 80MG/ML 10X1ML	Box	1
MONITOR SPOT BP/P	Each	1
MOUTHPIECE PEAKFLOW DISP	Box	1
NEBULIZER MIST-NEB ADLT	Each	6
NEBULIZER MIST-NEB PED MASK	Each	6
NEBULIZER PULMO-AIDE	Each	1
NEEDLE 22X1 SAF ECLIP	Box	1
NEEDLE 22X1.5 SAF ECLIP	Box	1
NEEDLE 25X1 SAF ECLIP	Box	1
NITROSTAT .4MG TABS 25/ BOTTLE	Each	1
OCCULT BLOOD TEST LAB PK E-S	Box	1
OPHTHALMOSCOPE 3.5V HALOGEN	Each	1
OTOSCOPE DIAG W/SPEC 3.5V	Each	1
OTOSCOPE POCKET "AA" HNDL	Each	1
PACKING STRIP PLAIN 1/4" LF	Each	1
PACKING STRIP WAODO 1/4" LF	Each	1
PAD NON-ADHER 2X3 ST 100/BX	Box	1
PEAK FLOW METER UNIV RANGE	Each	1
PENLIGHT COBALT BLUE 3/PK=EA	Each	1

PILLOW 18X24	Each	2
PILLOWCASE 21X30 BLU TP	Case	1
PREG HCG CASSETTE 25/BX	Box	1
PROBE COVER DISP 250/BX	Box	1
PROMETHAZINE 25MG VIAL 1ML, 25 per box	Each	1
PROPACARCAINE .5% ORP 15ML	Each	1
PULSE OXIMETER FINGER	Each	1
PUNCH BIOPSY DISP 2MM 25BX	Each	3
PUNCH BIOPSY DISP 3.5MM 25BX	Each	3
PUNCH BIOPSY DISP 4MM 25BX	Each	3
PUNCH BIOPSY DISP 5MM 25BX	Each	3
PVP SWABSTICK 1'S 50/BX	Box	1
RESUSCITATOR ADLT W/BAG DISP	Each	1
RESUSCITATOR SPUR 2 PED	Each	1
SANITIZER GBG HAND 800ML	Each	1
SCALE DIG EYE LVL 500LB	Each	1
SCALPEL#10 SAFETY DISP 10BX	Box	1
SCALPEL#15 SAFETY DISP 10BX	Box	1
SCISSOR LISTER BNDG 4.25"	Each	2
SHARPS CABINET LOCK WALL 5QT	Each	2
SHARPS COLL 5QT RED HORIZ	Each	3
SHEATH FVAGINAL SPEC 125/CS	Box	1
SILVER NITRATE APPLI 100/EA	Each	1
SKIN STAPLE REMOVER 50/CS	Each	1
SODIUM CHL .9% 250ML IRR	Each	1
SODIUM CHL .9% PF 50ML VL	Each	1
SPECULA KLEENSPEC 2.75MM	Box	1
SPECULA KLEENSPEC 4.25MM	Box	1
SPECULUM VAG GRAVES DISP LG	Box	1
SPECULUM VAG GRAVES DISP MED	Box	1
SPECULUM VAG GRAVES DISP SM	Box	1
SPIROMETER SYS II EASYONE	Each	1
SPONGE GAUZE 4X4X12P NS	Box	1
STETH DUALHEAD BLK	Each	1
STOOL EXAM PNEU W/BK BLK	Each	1
STRAINER CALCULI 100/CS	Each	3
STREP A DIPSTICK WAIVED 25BX	Box	1
SUTURE 3-0 NYLON FS1	Box	1
SUTURE 4-0 NYLON FS2	Box	1
SUTURE 5-0 NYLON FS2	Box	1
SUTURE REMOVAL TRAY	Each	2
SUTURE STRIP 1/4X3 150/BX	Box	1
SYRINGE 1CC 27X.5 SAF ECLIP	Box	1
SYRINGE 2OZ EAR	Each	3
SYRINGE 3CC 23X1 SAF ECLIP	Box	1
SYRINGE 3CC LL	Box	1
TABLE EXAM H 27"SHF ADJ BACK	Each	1
TABLE EXAM RH FLEX REC BASE	Each	1
TABLE PAPER 21" CRP WHT	Case	1
TABLE TOP 60X62X ULT PACBLU	Each	1
TAPE CLOTH/SILK 1"X10YD	Box	1
TAPE MEASURE WHITE CASE	Each	1
TAPE PAPER 1"X10YD 12/BX	Box	1
TAPE TAMPER EVIDENT 36YD RED	Each	1
THERMOM REFR/FREEZ -40-+80F	Each	3
THERMOM SURETEMP W/4' CORD	Each	1
TIMER DIGITAL	Each	1
TISSUE FACIAL KLEENEX 100/BX	Box	4
TONGUE BLADE ADULT NS 500/BX	Box	1

TOWEL PROF 13.5X18 3P WHT	Case	1
TRIPLE ANTI OINT 10Z	Each	2
TRUETRACK GLUCOSE CTL LVL 0	Each	1
TRUETRACK GLUCOSE CTL LVL 1	Each	1
TRUETRACK GLUCOSE METER KIT	Box	1
TRUETRACK GLUCOSE STRIP 100B	Box	1
URINE STRIP 10SGL 100/BX	Box	1
WASTECAN 32QT STEPON REC RED	Each	1
WASTECAN 32QT STEPON REC WHT	Each	1
WATER DISTILLED GL 5/CS	Each	1

Supplier 2

Item Description	Unit Measurement	Quantity
409 cleaner	Each	1
9 plug surge protectors strip	Each	2
AA Batteries, 4/pk	Pack	1
AAA Batteries 4/pk	Pack	1
air freshener spray	Each	1
broom/dustpan	Each	1
clock	Each	4
computer desk	Each	2
desk/office chair	Each	2
dorm refrig with freezer	Each	3
drawer organizer trays- medium	Each	20
drawer organizer trays- small	Each	20
file box, letter size	Each	1
frame, 8.5x11"	Each	3
hand sanitizer, antibacterial	Each	2
hooks for backs of door	Each	3
indoor mat	Each	1
instant hand sanitizer	Each	2
light bulbs, 60 watt	pack	2
mop	Each	1
paper towel holder	Each	3
paper towels, 12 rolls	Each	1
picture hanging hardware accessories	Each	1
pinesol	Each	1
radio	Each	1
rolling drawer caddy	Each	1
room thermometer	Each	1
toilet paper	Case	1
tray caddy for lab supplies	Each	1
waiting room lamp	Each	1
waiting room table	Each	1
Waste cans with flip top, 1 bath room, 1 office, 1 lobby	Each	3
wire ties	Pack	1

Supplier 3

Return Address Stamp	Each	1
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Supplier 4

Item Description	Unit Measurement	
stapler	Each	1
staples	Each	1
pens, black	Dozen	1
pens, blue	Dozen	1
pens, red	Dozen	1
sharpies	Each	6
paper clip, small	Box	1
paper clip, large	Box	1
copy paper, letter	Reams	3
hanging file folders 1/5 cut	Box	1
file folders, 1/3 cut	Box	1
organizer, desk	Each	1
holder, business card	Each	2
note, stick it 3x3	Dozen	1
file, covered rolodex	Each	1
file, wall, stack, letter	Each	2
file, exp. 31 pocket	Each	1
clipboard, legal	Each	2
remover, staple	Each	1
dispenser, tape	Each	1
tape, 3/4 x 36yard	Each	1
shears, office, 8"	Each	2
shredder	Each	1
lubricant, shredder	Each	1
punch, three hole	Each	1

Supplier 5

Item Description	Unit Measurement	
Shelves, mobile	Each	1
chairs 1 per exam, 5 waiting room	Each	7
Storage cabinet- needed if no cabinets in rooms	Each	2

Supplier 6

Item Description	Unit Measurement	
Key lock box for exterior of building (combination)	Each	1

Supplier 7		
Item Description	Unit	Quantity
4in1 printer/fax/copter plus cable	Each	1
desktop/laptop 512m ram/modem/wireless	Each	3
Laser printer for labels	Each	1
Barcode scanner	Each	1
LAN Cables, Dial-up phone cable, phone line splitter	Each	1
Grand total	\$	35,000
Preferred Facilities:		
Two exam rooms approximately 10'x15' private examination room (lockable)		
Storage closet 6'x6' (lockable)		
Small waiting (15'x15') area with space for small desk and 4-5 waiting chairs		
Dedicated Phone and fax lines (fax line must be in an area that can be closed/locked)		
Internet connectivity in exam room, blood draw lab, and office area		
Nearby access to running water and restroom facilities		

EXHIBIT C

BUSINESS ASSOCIATE AGREEMENT – EMPLOYER IS BA

THIS BUSINESS ASSOCIATE AGREEMENT (the "**Agreement**") is made and entered into between CareHere Management, PLLC ("**Customer**"), and the party identified on the signature page of this Agreement ("**BA**").

Customer is a Covered Entity that possesses information about individuals that is protected under the Health Insurance Portability and Accountability Act of 1996, the Health Information Technology for Economic and Clinical Health Act (commonly referred to as the "HITECH Act"), and the regulations promulgated under the foregoing from time to time by the United States Department of Health and Human Services (collectively, as amended from time to time, "**HIPAA**").

Customer has engaged BA to provide certain services (the "**Services**") pursuant to one or more agreements between the parties (each, a "**Services Agreement**"). In the course of performing the Services, Customer may deliver or to BA, allow BA access to, or have BA obtain or create on Customer's behalf information that may be deemed protected health information subject to the provisions of HIPAA.

In order to comply with the applicable provisions of HIPAA, the parties agree as follows:

1. Definitions.

1.1 Capitalized terms used but not otherwise defined in this Agreement shall have the meanings ascribed in HIPAA (whether or not such terms are capitalized therein).

1.2 "**Effective Date**" means the date indicated on the signature page of this Agreement or, if earlier, the first date upon which BA receives or creates PHI.

1.3 "**PHI**" means Protected Health Information received by BA from or on behalf of Customer or created by BA for or on behalf of Customer.

2. Permitted Uses. BA may use PHI only as permitted or required by this Agreement for the following purposes:

- (i) as necessary to perform the Services;
- (ii) to carry out its legal responsibilities;
- (iii) for the proper business management and administration of BA;
- (iv) to provide Data Aggregation services relating to the Health Care Operations of Customer to the extent, if any, expressly provided in the Services Agreement; and
- (v) as Required By Law.

3. Permitted Disclosures. BA may disclose PHI only as permitted or required by this Agreement for the following purposes:

- (i) as necessary to perform the Services;
- (ii) for the proper business management and administration of BA or to carry out its legal responsibilities, if Required By Law or if BA has obtained reasonable assurances that the recipient will (A) hold such PHI in confidence, (B) use or further disclose it only for the purpose for which it was received or as Required By Law, and (C) notify BA of any instance of which the recipient becomes aware in which the confidentiality of such PHI has been breached;
- (iii) as otherwise Required By Law;

provided, however, that any disclosure to an agent or subcontractor of BA shall be pursuant to a written agreement between BA and such

agent or subcontractor containing substantially the same restrictions and conditions on the use and disclosure of PHI as are set forth in this Agreement.

4. Prohibited Uses and Disclosures. Subject to Customer's compliance with its obligations set forth in Section 17 as applicable, BA shall not use or further disclose PHI in a manner that would violate HIPAA if done by the Customer. BA shall not sell PHI or use or disclose PHI for purposes of marketing or fundraising. Unless Customer gives its prior, express written consent, BA shall not de-identify any PHI except as necessary to perform the Services, and unless expressly provided otherwise in a written agreement between the parties, (i) as between BA and Customer all de-identified PHI shall be and remain exclusively the property of Customer, (ii) BA assigns to Customer all of BA's right, title, and interest therein, if any, and (iii) BA shall not use any such de-identified PHI for any purpose other than to provide the Services and shall not disclose the same to any third party except with the prior written consent of Customer or as otherwise required by applicable law or upon the order of a court of competent jurisdiction.

5. Safeguards. BA shall establish and maintain appropriate safeguards intended to prevent use or disclosure of PHI other than as provided in this Agreement. Without limiting the foregoing, BA shall establish and maintain, in compliance with HIPAA and any applicable guidance issued pursuant thereto, administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any PHI that is Electronic Protected Health Information or any other Electronic Protected Health Information maintained or transmitted by BA for or on behalf of Customer, and BA shall establish and maintain policies and procedures, and comply with the documentation requirements, set forth in HIPAA.

6. Reports to Customer: Breach Notification.

6.1 Without unreasonable delay and in no case later than 48 hours after discovering a Breach (whether or not such Breach is of PHI that is Unsecured Protected Health Information), BA shall report such Breach to Customer in writing, setting forth the date of discovery thereof, the identities of affected Individuals (or, if such identities are unknown at that time, the classes of such individuals), a general description of the nature of the incident, and such other

information as is required pursuant to HIPAA or reasonably requested by Customer. For purposes hereof, a Breach shall be deemed discovered as provided under HIPAA.

6.2 BA shall report to Customer in writing any use or disclosure of PHI that is not permitted by this Agreement, other than a Breach, within five days of BA's discovery thereof.

6.3 BA shall report to Customer in writing any Security Incident involving PHI that is Electronic Protected Health Information within five days of BA's discovery thereof. The parties acknowledge and agree that this section constitutes notice by BA to Customer of the ongoing occurrence of incidents that may constitute Security Incidents but that are trivial and do not result in unauthorized access, use, or disclosure of PHI that is Electronic Protected Health Information, including without limitation pings and other broadcast attacks on BA's firewall, port scans, unsuccessful log-on attempts, and denials of service, for which no additional notice to Customer shall be required.

7. Reimbursement; Mitigation. BA shall reimburse Customer for all reasonable and necessary out-of-pocket costs incurred by Customer (including without limitation costs associated with providing required notices) as a result of a Breach of PHI or of any other use or disclosure of PHI in violation of the terms and conditions of this Agreement, and shall take all actions reasonably necessary, and BA shall cooperate with Customer as reasonably requested, to mitigate, to the extent practicable, any harmful effect of such occurrence.

8. Minimum Necessary. BA shall request, use, and disclose only the minimum amount of PHI necessary to perform the Services.

9. Access and Amendment. With respect to an Individual as to whom BA maintains PHI, BA shall notify Customer promptly upon receipt of a request from such an Individual for access to or a copy of such Individual's PHI or to amend such Individual's PHI. To the extent permitted under HIPAA, and except as otherwise required upon the order of a court of competent jurisdiction, (i) BA shall direct such Individual to make such request of Customer and (ii) BA shall not consent to such access, deliver such copy, or comply with such request except as directed by Customer. With respect to PHI maintained by BA in a Designated Record Set, to the extent required by HIPAA of a Covered Entity, BA shall (i) make available PHI to Individuals or Customer, as requested by Customer and in accordance with HIPAA and (ii) upon receipt of notice from Customer, promptly amend any portion of the PHI so that Customer may meet its amendment obligations under HIPAA.

10. Accounting for Disclosures. BA shall document all disclosures of PHI by BA and information related to such disclosures as would be required for Customer to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with HIPAA. BA shall maintain such information for the applicable period set forth in HIPAA. BA shall deliver such information to Customer or, upon Customer's request, to the Individual, in the time and manner reasonably designated by Customer, in order for Customer to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with HIPAA. The obligations set forth in this section shall survive the expiration or any termination of this Agreement and shall continue, as to a given instance of a disclosure, until the earlier of (i) the passing of the time required for

such information to be maintained pursuant to HIPAA or (ii) the delivery to Customer of all such Information in a form and medium reasonably satisfactory to Customer and the return or destruction of all PHI as provided in this Agreement.

11. Additional Restrictions. If Customer notifies BA that Customer has agreed to be bound by additional restrictions on the uses or disclosures of PHI pursuant to HIPAA, BA shall be bound by such additional restrictions and shall not use or disclose PHI in violation of such additional restrictions.

12. Audit. If BA receives a request, made on behalf of the Secretary of the Department of Health and Human Services, that BA make its internal practices, books, and records relating to the use or disclosure of PHI available to the Secretary of the Department of Health and Human Services for the purposes of determining Customer's or BA's compliance with HIPAA, BA promptly shall notify Customer of such request and, unless enjoined from doing so by order of a court of competent jurisdiction in response to a challenge raised by Customer or BA (which challenge BA shall not be obligated to raise), BA shall comply with such request to the extent required of it by applicable law. Promptly upon the written request of Customer from time to time, BA shall make its internal practices, books, and records relating to the use or disclosure of PHI available to Customer or Customer's designee for the purposes of determining BA's compliance with HIPAA and its obligations under this Agreement.

13. Remuneration. BA shall not receive remuneration, directly or indirectly, in exchange for PHI; provided, however, that this prohibition shall not affect payment to BA by Customer for performance of the Services.

14. Standard Transactions. To the extent applicable, BA will comply with each requirement for Standard Transactions established in HIPAA when conducting all or any part of a Standard Transaction electronically for, on behalf of, or with Customer.

15. Compliance with Law. BA shall comply with all applicable federal and state laws regarding individually identifiable information contained in or associated with PHI, including without limitation any state data breach laws regarding the protection of such Information. Nothing in this Agreement shall be construed to require BA to use or disclose PHI without a written authorization from an Individual who is the subject thereof, or written authorization from any other person, where such authorization would be required under federal or state law for such use or disclosure.

16. Transmission and Storage Outside United States. Except as otherwise expressly provided in the Services Agreement, BA shall not allow any PHI to be transmitted to, received by, or stored at any location outside of the United States of America and shall not permit any person outside of the United States of America to access or view PHI.

17. Obligations of Customer. Customer shall (i) notify BA of any limitation in Customer's Notice of Privacy Practices to the extent that such limitation may affect BA's use or disclosure of PHI, (ii) notify BA of any changes in, or revocation of, permission by an Individual to use or disclose PHI, to the extent that such change may affect BA's use or disclosure of PHI, and (iii) notify BA of any restriction on the use or disclosure of PHI to which Customer has agreed in

accordance with HIPAA, to the extent that such restriction may affect BA's use or disclosure of PHI.

18. Term and Termination. This Agreement shall become effective on the Effective Date and shall continue in effect until the earlier to occur of (i) termination of all Services Agreements or (ii) termination pursuant to this section. Either party may terminate this Agreement effective immediately if it determines that the other party has breached a material provision of this Agreement and failed to cure such breach within 30 days of being notified by the other party of the breach. If the non-breaching party reasonably determines that cure is not possible, such party may terminate this Agreement effective immediately upon written notice to other party.

19. Effect of Termination. Upon termination of this Agreement, BA shall deliver to Customer the disclosure accounting information as provided in this Agreement and (i) if feasible, return to Customer or destroy all PHI that BA maintains in any form and retain no copies of such PHI, or (ii) if return or destruction is not feasible, notify Customer and extend the protections of this Agreement to the PHI and limit its further use or disclosure to those purposes that make the return or destruction of the PHI infeasible. The requirements of this section shall survive termination or expiration of this Agreement and shall be in force as long as any PHI remains in the custody or control of BA.

20. Destruction of Media (Including Paper). When required under this Agreement and when any PHI is no longer needed by BA to perform the Services and its obligations pursuant to this Agreement and no longer required to be maintained pursuant to HIPAA, the media on which the PHI is stored or recorded shall be destroyed as follows: (i) paper, film, or other hard copy media shall be shredded or destroyed such that the PHI cannot be read or otherwise cannot be reconstructed; and (b) electronic media shall be cleared, purged, or destroyed consistent with NIST Special Publication 800-88, Guidelines for Media Sanitization, such that the PHI cannot be retrieved.

21. Indemnification. BA shall indemnify, defend, and hold harmless Customer and its affiliates, and the directors, officers, representatives, agents, employees, and contractors of each of the foregoing, against any losses, liabilities, damages, awards, settlements, claims, suits, proceedings, costs and expenses (including without limitation reasonable legal fees and disbursements and costs of investigation, litigation, expert witness fees, settlement, judgment, interest, and penalties) resulting from or relating to (i) a Breach of PHI, (ii) breach by BA of any provision of this Agreement, or (iii) the negligence or other legal fault of BA, its directors, officers, representatives, agents, employees, or contractors. BA's obligations specified in this section will be conditioned on Customer's notifying BA reasonably promptly in writing of the claim or threat thereof (whether or not litigation or other proceeding has been filed or served) and on BA's having sole control over the defense of the claim; provided that notification at any time by Customer to BA of the claim shall be considered prompt enough to meet the foregoing condition if any delay in providing BA with notice of the claim is not materially prejudicial to BA. BA shall keep Customer informed of its efforts and shall not settle the claim without Customer's prior written consent (such consent not to be unreasonably withheld).

22. Identity Theft Regulations. To the extent, if any, that BA provides services in connection with one or more Covered Accounts (as defined in the identity theft regulations of the Federal Trade Commission, 16 C.F.R. §681.2 et seq., the "Red Flags Rule"), BA shall (i) maintain and follow policies to detect and prevent identity theft in accordance with the Red Flags Rule, (ii) without undue delay notify Customer of any pattern, practice, or specific activity that indicates the possible existence of identity theft (a "Red Flag") involving any person associated with such a Covered Account or otherwise associated with Customer, (iii) without undue delay take appropriate steps to prevent or mitigate identity theft when a Red Flag is detected, and (iv) cooperate and assist Customer as reasonably requested in Customer's investigation of any Red Flag.

23. Miscellaneous.

23.1 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State that govern the Services Agreement, without regard to conflict of law principles that would result in the application of any law other than the law of such State, and venue for any dispute under this Agreement shall be the same as the venue for a dispute under the Services Agreement.

23.2 Amendments. This Agreement may not be modified, nor shall any provision hereof be waived or amended, except in a writing duly signed by authorized representatives of the parties; provided, however, that upon the enactment of any law or regulation affecting the use or disclosure of PHI, or on the publication of any decision of a court of competent jurisdiction relating to any such law, or the publication of any interpretive policy or opinion of any governmental agency charged with the enforcement of any such law or regulation, Customer may, by written notice to BA, propose to amend this Agreement in such a manner as Customer reasonably determines necessary to comply therewith, and such proposed amendment shall become operative unless BA rejects such amendment by written notice to Customer within thirty days thereafter, in which case, unless the parties agree on an amendment within thirty days after BA's notice, either party may terminate this Agreement by written notice to the other.

23.3 Notices. Notices and reports given under this Agreement shall be in writing and sent to Customer at Attn: Privacy Officer, CareHere Management, PLLC, 5141 Virginia Way, Suite 350, Brentwood, TN 37027 and to BA at the address shown on the signature page hereof. Such notices shall be deemed delivered (i) when personally delivered, (ii) on the second business day after deposit, properly addressed and postage pre-paid, when sent by certified or registered U.S. mail to the address provided herein, or (iii) on the next business day when sent with next-business-day instruction by recognized overnight document delivery service to the address provided herein.

23.4 Nature of Relationship. BA shall perform all services hereunder as an independent contractor to Customer, and nothing contained herein shall be deemed to create any agency or other relationship between the parties or any of their affiliates. Neither party shall have the right, power, or authority under this Agreement to create any duty or obligation on behalf of the other party.

23.5 Waiver. A waiver with respect to one event shall not be construed as continuing, or as a bar to or waiver of, any right or remedy as to subsequent events.

23.6 No Third Party Beneficiaries. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the parties and the respective successors or assigns of the parties, any rights, remedies, obligations, or liabilities whatsoever.

23.7 Injunctive Relief. BA acknowledges that the breach or threatened breach by it of any provision of this Agreement may cause Customer irreparable harm and that Customer may not have an adequate remedy for such breach at law, and BA therefore agrees that upon any breach or threatened breach of this Agreement, Customer will be entitled to seek, and BA shall not object to, injunctive relief to prevent BA from commencing or continuing any action that constitutes or would constitute such breach, or to compel BA to take action required under this Agreement or otherwise specifically perform hereunder, without bond, without the need of proof of actual damages, and without prejudice to any other rights or remedies to which Customer may be entitled as a result of a breach of this Agreement.

23.8 Interpretation. In the event of an inconsistency between the provisions of this Agreement and mandatory provisions of HIPAA, as amended, or its interpretation by any court or regulatory agency with authority over either party hereto, HIPAA (interpreted by such court or agency, if applicable) shall control. Where provisions of this Agreement are different from those mandated under HIPAA, but are nonetheless permitted by such rules as interpreted by relevant courts or agencies, the provisions of this Agreement shall control.

23.9 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument. Such counterparts may be delivered in faxed or scanned electronic form, and each shall be deemed an original.

(The remainder of this page intentionally left blank.)

IN WITNESS WHEREOF, BA and Customer have caused this Agreement to be executed and delivered by their duly authorized representatives as of the Effective Date.

BA (Anderson County, TN):

CUSTOMER (CareHere Management, PLLC):

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

BA Name: Anderson County, TN

BA Address: 100 N. Main Street, Suite 104

Clinton, TN 37716

Effective Date: _____

APPROVED AS TO LEGAL FORM


N. Jay Yeager
Anderson County Law Director

EXHIBIT D

BUSINESS ASSOCIATE AGREEMENT – CAREHERE MANAGEMENT IS BA

THIS BUSINESS ASSOCIATE AGREEMENT (the "**Agreement**") is made and entered into between CareHere Management, PLLC ("**BA**"), and the party identified on the signature page of this Agreement ("**Customer**").

Customer is a Covered Entity that possesses information about individuals that is protected under the Health Insurance Portability and Accountability Act of 1996, the Health Information Technology for Economic and Clinical Health Act (commonly referred to as the "HITECH Act"), and the regulations promulgated under the foregoing from time to time by the United States Department of Health and Human Services (collectively, as amended from time to time, "**HIPAA**").

Customer has engaged BA to provide certain services (the "**Services**") pursuant to one or more agreements between the parties (each, a "**Services Agreement**"). In the course of performing the Services, Customer may deliver or to BA, allow BA access to, or have BA obtain or create on Customer's behalf information that may be deemed protected health information subject to the provisions of HIPAA.

In order to comply with the applicable provisions of HIPAA, the parties agree as follows:

24. Definitions.

24.1 Capitalized terms used but not otherwise defined in this Agreement shall have the meanings ascribed in HIPAA (whether or not such terms are capitalized therein).

24.2 "**Effective Date**" means the date indicated on the signature page of this Agreement or, if earlier, the first date upon which BA receives or creates PHI.

24.3 "**PHI**" means Protected Health Information received by BA from or on behalf of Customer or created by BA for or on behalf of Customer.

25. Permitted Uses. BA may use PHI only as permitted or required by this Agreement for the following purposes:

- (vi) as necessary to perform the Services;
- (vii) to carry out its legal responsibilities;
- (viii) for the proper business management and administration of BA;
- (ix) to provide Data Aggregation services relating to the Health Care Operations of Customer to the extent, if any, expressly provided in the Services Agreement; and
- (x) as Required By Law.

26. Permitted Disclosures. BA may disclose PHI only as permitted or required by this Agreement for the following purposes:

- (iv) as necessary to perform the Services;
- (v) for the proper business management and administration of BA or to carry out its legal responsibilities, if Required By Law or if BA has obtained reasonable assurances that the recipient will (A) hold such PHI in confidence, (B) use or further disclose it only for the purpose for which it was received or as Required By Law, and (C) notify BA of any instance of which the recipient becomes aware in which the confidentiality of such PHI has been breached;
- (vi) as otherwise Required By Law;

provided, however, that any disclosure to an agent or subcontractor of BA shall be pursuant to a written agreement between BA and such agent or subcontractor containing substantially the same restrictions and conditions on the use and disclosure of PHI as are set forth in this Agreement.

27. Prohibited Uses and Disclosures. Subject to Customer's compliance with its obligations set forth in Section 17 as applicable, BA shall not use or further disclose PHI in a manner that would violate HIPAA if done by the Customer. BA shall not sell PHI or use or disclose PHI for purposes of marketing or fundraising. Unless Customer gives its prior, express written consent, BA shall not de-identify any PHI except as necessary to perform the Services, and unless expressly provided otherwise in a written agreement between the parties, (i) as between BA and Customer all de-identified PHI shall be and remain exclusively the property of Customer, (ii) BA assigns to Customer all of BA's right, title, and interest therein, if any, and (iii) BA shall not use any such de-identified PHI for any purpose other than to provide the Services and shall not disclose the same to any third party except with the prior written consent of Customer or as otherwise required by applicable law or upon the order of a court of competent jurisdiction.

28. Safeguards. BA shall establish and maintain appropriate safeguards intended to prevent use or disclosure of PHI other than as provided in this Agreement. Without limiting the foregoing, BA shall establish and maintain, in compliance with HIPAA and any applicable guidance issued pursuant thereto, administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any PHI that is Electronic Protected Health Information or any other Electronic Protected Health Information maintained or transmitted by BA for or on behalf of Customer, and BA shall establish and maintain policies and procedures, and comply with the documentation requirements, set forth in HIPAA.

29. Reports to Customer; Breach Notification.

29.1 Without unreasonable delay and in no case later than 48 hours after discovering a Breach (whether or not such Breach is of PHI that is Unsecured Protected Health Information), BA shall report such Breach to Customer in writing, setting forth the date

of discovery thereof, the identities of affected individuals (or, if such identities are unknown at that time, the classes of such individuals), a general description of the nature of the incident, and such other information as is required pursuant to HIPAA or reasonably requested by Customer. For purposes hereof, a Breach shall be deemed discovered as provided under HIPAA.

29.2 BA shall report to Customer in writing any use or disclosure of PHI that is not permitted by this Agreement, other than a Breach, within five days of BA's discovery thereof.

29.3 BA shall report to Customer in writing any Security Incident involving PHI that is Electronic Protected Health Information within five days of BA's discovery thereof. The parties acknowledge and agree that this section constitutes notice by BA to Customer of the ongoing occurrence of incidents that may constitute Security Incidents but that are trivial and do not result in unauthorized access, use, or disclosure of PHI that is Electronic Protected Health Information, including without limitation pings and other broadcast attacks on BA's firewall, port scans, unsuccessful log-on attempts, and denials of service, for which no additional notice to Customer shall be required.

30. Reimbursement; Mitigation. BA shall reimburse Customer for all reasonable and necessary out-of-pocket costs incurred by Customer (including without limitation costs associated with providing required notices) as a result of a Breach of PHI or of any other use or disclosure of PHI in violation of the terms and conditions of this Agreement, and shall take all actions reasonably necessary, and BA shall cooperate with Customer as reasonably requested, to mitigate, to the extent practicable, any harmful effect of such occurrence.

31. Minimum Necessary. BA shall request, use, and disclose only the minimum amount of PHI necessary to perform the Services.

32. Access and Amendment. With respect to an Individual as to whom BA maintains PHI, BA shall notify Customer promptly upon receipt of a request from such an Individual for access to or a copy of such Individual's PHI or to amend such Individual's PHI. To the extent permitted under HIPAA, and except as otherwise required upon the order of a court of competent jurisdiction, (i) BA shall direct such Individual to make such request of Customer and (ii) BA shall not consent to such access, deliver such copy, or comply with such request except as directed by Customer. With respect to PHI maintained by BA in a Designated Record Set, to the extent required by HIPAA of a Covered Entity, BA shall (i) make available PHI to Individuals or Customer, as requested by Customer and in accordance with HIPAA and (ii) upon receipt of notice from Customer, promptly amend any portion of the PHI so that Customer may meet its amendment obligations under HIPAA.

33. Accounting for Disclosures. BA shall document all disclosures of PHI by BA and information related to such disclosures as would be required for Customer to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with HIPAA. BA shall maintain such information for the applicable period set forth in HIPAA. BA shall deliver such information to Customer or, upon Customer's request, to the Individual, in the time and manner reasonably designated by Customer, in order for Customer to respond to a request by an Individual for an accounting of

disclosures of PHI in accordance with HIPAA. The obligations set forth in this section shall survive the expiration or any termination of this Agreement and shall continue, as to a given instance of a disclosure, until the earlier of (i) the passing of the time required for such information to be maintained pursuant to HIPAA or (ii) the delivery to Customer of all such information in a form and medium reasonably satisfactory to Customer and the return or destruction of all PHI as provided in this Agreement.

34. Additional Restrictions. If Customer notifies BA that Customer has agreed to be bound by additional restrictions on the uses or disclosures of PHI pursuant to HIPAA, BA shall be bound by such additional restrictions and shall not use or disclose PHI in violation of such additional restrictions.

35. Audit. If BA receives a request, made on behalf of the Secretary of the Department of Health and Human Services, that BA make its internal practices, books, and records relating to the use or disclosure of PHI available to the Secretary of the Department of Health and Human Services for the purposes of determining Customer's or BA's compliance with HIPAA, BA promptly shall notify Customer of such request and, unless enjoined from doing so by order of a court of competent jurisdiction in response to a challenge raised by Customer or BA (which challenge BA shall not be obligated to raise), BA shall comply with such request to the extent required of it by applicable law. Promptly upon the written request of Customer from time to time, BA shall make its internal practices, books, and records relating to the use or disclosure of PHI available to Customer or Customer's designee for the purposes of determining BA's compliance with HIPAA and its obligations under this Agreement.

36. Remuneration. BA shall not receive remuneration, directly or indirectly, in exchange for PHI; provided, however, that this prohibition shall not affect payment to BA by Customer for performance of the Services.

37. Standard Transactions. To the extent applicable, BA will comply with each requirement for Standard Transactions established in HIPAA when conducting all or any part of a Standard Transaction electronically for, on behalf of, or with Customer.

38. Compliance with Law. BA shall comply with all applicable federal and state laws regarding individually identifiable information contained in or associated with PHI, including without limitation any state data breach laws regarding the protection of such information. Nothing in this Agreement shall be construed to require BA to use or disclose PHI without a written authorization from an Individual who is the subject thereof, or written authorization from any other person, where such authorization would be required under federal or state law for such use or disclosure.

39. Transmission and Storage Outside United States. Except as otherwise expressly provided in the Services Agreement, BA shall not allow any PHI to be transmitted to, received by, or stored at any location outside of the United States of America and shall not permit any person outside of the United States of America to access or view PHI.

40. Obligations of Customer. Customer shall (i) notify BA of any limitation in Customer's Notice of Privacy Practices to the extent that such limitation may affect BA's use or disclosure of PHI, (ii) notify BA of any changes in, or revocation of, permission by an Individual to

use or disclose PHI, to the extent that such change may affect BA's use or disclosure of PHI, and (iii) notify BA of any restriction on the use or disclosure of PHI to which Customer has agreed in accordance with HIPAA, to the extent that such restriction may affect BA's use or disclosure of PHI.

41. Term and Termination. This Agreement shall become effective on the Effective Date and shall continue in effect until the earlier to occur of (i) termination of all Services Agreements or (ii) termination pursuant to this section. Either party may terminate this Agreement effective immediately if it determines that the other party has breached a material provision of this Agreement and failed to cure such breach within 30 days of being notified by the other party of the breach. If the non-breaching party reasonably determines that cure is not possible, such party may terminate this Agreement effective immediately upon written notice to other party.

42. Effect of Termination. Upon termination of this Agreement, BA shall deliver to Customer the disclosure accounting information as provided in this Agreement and (i) if feasible, return to Customer or destroy all PHI that BA maintains in any form and retain no copies of such PHI, or (ii) if return or destruction is not feasible, notify Customer and extend the protections of this Agreement to the PHI and limit its further use or disclosure to those purposes that make the return or destruction of the PHI infeasible. The requirements of this section shall survive termination or expiration of this Agreement and shall be in force as long as any PHI remains in the custody or control of BA.

43. Destruction of Media (Including Paper). When required under this Agreement and when any PHI is no longer needed by BA to perform the Services and its obligations pursuant to this Agreement and no longer required to be maintained pursuant to HIPAA, the media on which the PHI is stored or recorded shall be destroyed as follows: (i) paper, film, or other hard copy media shall be shredded or destroyed such that the PHI cannot be read or otherwise cannot be reconstructed; and (b) electronic media shall be cleared, purged, or destroyed consistent with NIST Special Publication 800-88, Guidelines for Media Sanitization, such that the PHI cannot be retrieved.

44. Indemnification. BA shall indemnify, defend, and hold harmless Customer and its affiliates, and the directors, officers, representatives, agents, employees, and contractors of each of the foregoing, against any losses, liabilities, damages, awards, settlements, claims, suits, proceedings, costs and expenses (including without limitation reasonable legal fees and disbursements and costs of investigation, litigation, expert witness fees, settlement, judgment, interest, and penalties) resulting from or relating to (i) a Breach of PHI, (ii) breach by BA of any provision of this Agreement, or (iii) the negligence or other legal fault of BA, its directors, officers, representatives, agents, employees, or contractors. BA's obligations specified in this section will be conditioned on Customer's notifying BA reasonably promptly in writing of the claim or threat thereof (whether or not litigation or other proceeding has been filed or served) and on BA's having sole control over the defense of the claim; provided that notification at any time by Customer to BA of the claim shall be considered prompt enough to meet the foregoing condition if any delay in providing BA with notice of the claim is not materially prejudicial to BA. BA shall keep Customer informed of its

efforts and shall not settle the claim without Customer's prior written consent (such consent not to be unreasonably withheld).

45. Identity Theft Regulations. To the extent, if any, that BA provides services in connection with one or more Covered Accounts (as defined in the Identity theft regulations of the Federal Trade Commission, 16 C.F.R. §681.2 et seq., the "Red Flags Rule"), BA shall (i) maintain and follow policies to detect and prevent identity theft in accordance with the Red Flags Rule, (ii) without undue delay notify Customer of any pattern, practice, or specific activity that indicates the possible existence of identity theft (a "Red Flag") involving any person associated with such a Covered Account or otherwise associated with Customer, (iii) without undue delay take appropriate steps to prevent or mitigate identity theft when a Red Flag is detected, and (iv) cooperate and assist Customer as reasonably requested in Customer's investigation of any Red Flag.

46. Miscellaneous.

46.1 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State that govern the Services Agreement, without regard to conflict of law principles that would result in the application of any law other than the law of such State, and venue for any dispute under this Agreement shall be the same as the venue for a dispute under the Services Agreement.

46.2 Amendments. This Agreement may not be modified, nor shall any provision hereof be waived or amended, except in a writing duly signed by authorized representatives of the parties; provided, however, that upon the enactment of any law or regulation affecting the use or disclosure of PHI, or on the publication of any decision of a court of competent jurisdiction relating to any such law, or the publication of any interpretive policy or opinion of any governmental agency charged with the enforcement of any such law or regulation, Customer may, by written notice to BA, propose to amend this Agreement in such a manner as Customer reasonably determines necessary to comply therewith, and such proposed amendment shall become operative unless BA rejects such amendment by written notice to Customer within thirty days thereafter, in which case, unless the parties agree on an amendment within thirty days after BA's notice, either party may terminate this Agreement by written notice to the other.

46.3 Notices. Notices and reports given under this Agreement shall be in writing and sent to Customer at Attn: Privacy Officer, CareHere Management, PLLC, 5141 Virginia Way, Suite 350, Brentwood, TN 37027 and to BA at the address shown on the signature page hereof. Such notices shall be deemed delivered (i) when personally delivered, (ii) on the second business day after deposit, properly addressed and postage pre-paid, when sent by certified or registered U.S. mail to the address provided herein, or (iii) on the next business day when sent with next-business-day instruction by recognized overnight document delivery service to the address provided herein.

46.4 Nature of Relationship. BA shall perform all services hereunder as an independent contractor to Customer, and nothing contained herein shall be deemed to create any agency or other relationship between the parties or any of their affiliates. Neither party shall have the right, power, or authority under this

Agreement to create any duty or obligation on behalf of the other party.

46.5 Waiver. A waiver with respect to one event shall not be construed as continuing, or as a bar to or waiver of, any right or remedy as to subsequent events.

46.6 No Third Party Beneficiaries. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the parties and the respective successors or assigns of the parties, any rights, remedies, obligations, or liabilities whatsoever.

46.7 Injunctive Relief. BA acknowledges that the breach or threatened breach by it of any provision of this Agreement may cause Customer irreparable harm and that Customer may not have an adequate remedy for such breach at law, and BA therefore agrees that upon any breach or threatened breach of this Agreement, Customer will be entitled to seek, and BA shall not object to, injunctive relief to prevent BA from commencing or continuing any action that constitutes or would constitute such breach, or to compel BA to take action required under this Agreement or otherwise specifically perform hereunder, without bond, without the need of proof of actual damages, and without prejudice to any other rights or

remedies to which Customer may be entitled as a result of a breach of this Agreement.

46.8 Interpretation. In the event of an inconsistency between the provisions of this Agreement and mandatory provisions of HIPAA, as amended, or its interpretation by any court or regulatory agency with authority over either party hereto, HIPAA (interpreted by such court or agency, if applicable) shall control. Where provisions of this Agreement are different from those mandated under HIPAA, but are nonetheless permitted by such rules as interpreted by relevant courts or agencies, the provisions of this Agreement shall control.

46.9 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument. Such counterparts may be delivered in faxed or scanned electronic form, and each shall be deemed an original.

(The remainder of this page intentionally left blank.)

IN WITNESS WHEREOF, BA and Customer have caused this Agreement to be executed and delivered by their duly authorized representatives as of the Effective Date.

BA (CareHere Management, PLLC):

CUSTOMER (Anderson County, TN):

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Customer Name: Anderson County, TN

Customer Address: 100 N. Main Street, Suite 104
Clinton, TN 37716

Effective Date: _____

APPROVED AS TO LEGAL FORM


N. Jay Yeager
Anderson County Law Director

EXHIBIT E
Designated HIPAA Privacy Officer

Employer may designate one or more persons as the Employer's HIPAA Privacy Officer(s). Employer has designated the person(s) listed below as the Employer's HIPAA Privacy Officer(s). Accordingly, all reports, either requested by Employer or required by the Agreement, that are sent by CareHere to Employer that contain protected health information (PHI) shall only be sent to the designated HIPAA Privacy Officers listed below.

This Exhibit may be modified at any time by mutual agreement of CareHere and Employer. The designated HIPAA Privacy Officers may be changed, added or removed from the below list. In the event that the designated HIPAA Privacy Officers listed below are no longer considered such by Employer, Employer shall immediately notify CareHere and both CareHere and Employer shall modify the below list to reflect such change. Further, Employer shall review this list on an annual basis and recertify that the list is complete and accurate.

Employer confirms that email addresses, telephone numbers, and fax numbers provided below are protected with reasonable administrative, technical, and physical safeguards to ensure the confidentiality, integrity, and availability of any PHI and to prevent its unauthorized or inappropriate access, use, or disclosure.

Name: _____

Title: _____

Email: _____

Telephone: _____

Secured Fax: _____

Mailing Address: _____

Name: _____

Title: _____

Email: _____

Telephone: _____

Secured Fax: _____

Mailing Address: _____

IN WITNESS WHEREOF, the Employer and CareHere agree and attest that the persons listed above are the Employer's designated HIPAA Privacy Officers.

CareHere Management, PLLC

Date of Signature:

Signature:

Print Name: Ben Baker
Title: Chief Operating Officer
Address: 5141 Virginia Way
Suite 350
Brentwood, TN 37027

Anderson County, TN

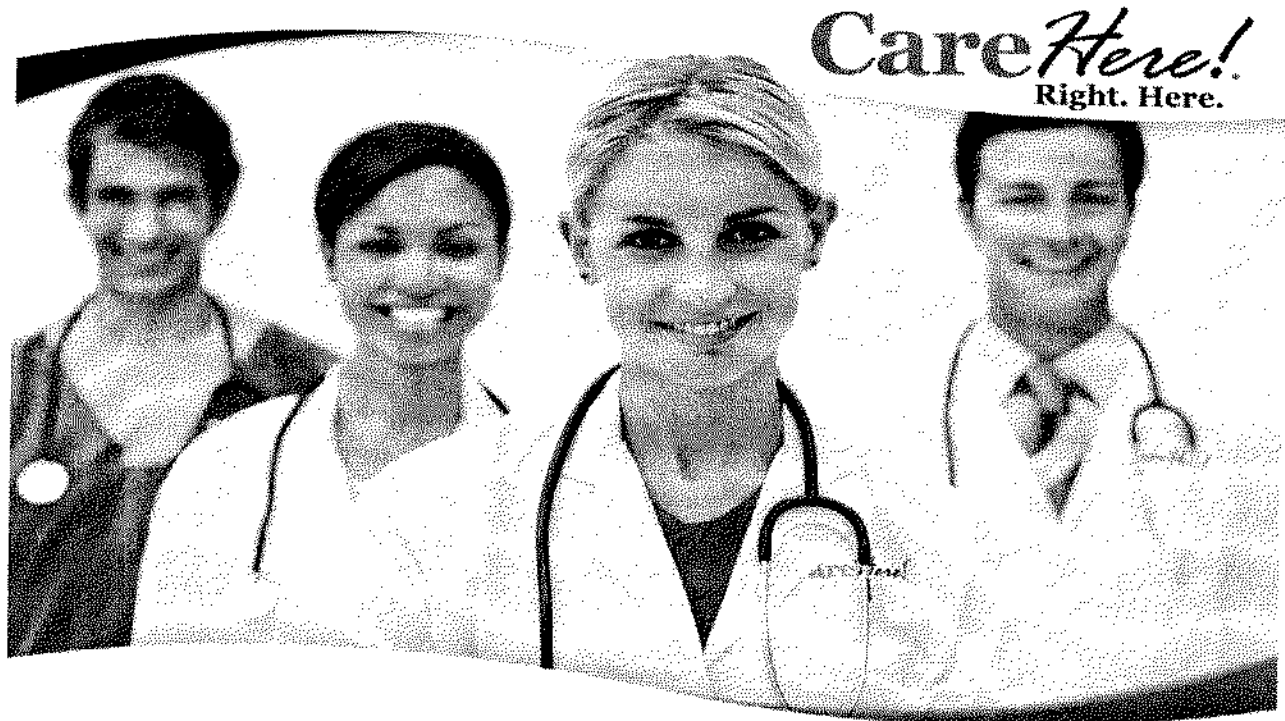
Date of Signature:

Signature:

Print Name:
Title:
Address:

APPROVED AS TO LEGAL FORM


N. Jay Yeager
Anderson County Law Director



Anderson County, TN

On-Site Health & Wellness Center

Cost and Savings Analysis

April 27, 2015

Anderson County, TN

CareHere!

HEALTH AND WELLNESS CENTER PROJECTIONS

EXECUTIVE SUMMARY

CareHere, LLC is a leader in providing exceptional on-site health centers and provider driven wellness programs. The patient-centered healthcare approach practiced by CareHere integrates a vast scope of resources such as on-site primary care, case/disease management, wellness and behavior modification programs, occupational healthcare, wellness improvement tracking applications, and much more. CareHere's on-site services provide companies with the means to significantly decrease claims cost, while improving the overall health and morale of the employees. CareHere clients are experiencing savings in industries consisting of municipalities, manufacturers, service companies, hospitals, educational institutions, and transportation entities. CareHere, LLC operates 180+ health centers nationwide.

The cost savings comes in two waves with the initial wave consisting of increased efficiency of on-site health center as opposed to the "Retail" system used by organizations today. The second wave of savings comes as the population's health improves and catastrophic claims are reduced in large part due to the wellness, disease management, and chronic care programs offered as a part of the model. In the following projections for **Anderson County, TN**, you will see the considerable cost savings each year that the program is in place with an overall savings during the first five years totaling

\$1,911,158

Medical and Wellness Cost Analysis

Staffing (Pass-Through)	\$90,399
Pharmaceuticals (Pass-Through)	\$18,599
Laboratory/Pathology (Pass-Through)	\$9,457
Supplies (Pass-Through)	\$7,881
Administration Fee (PEPM)	\$96,048
Set-Up Estimate (Pass-Through)	\$35,000
Health Risk Assessment -	Included In Admin. Fee
Wellness Coaches	Included In Admin. Fee
Electronic Medical Records (EMR)	Included In Admin. Fee
185 Wellness Programs	Included In Admin. Fee
Total Medical Cost Year One:	\$257,384

Year One Savings Detail

Medical Savings	\$140,896
Pharmaceutical Savings	\$18,599
PEPM Cost	(\$96,048)
Productivity Savings	\$61,432
Set-Up Estimate	(\$35,000)
Total Savings	\$89,880

Accumulative Savings

(Before Productivity Savings)

Accumulative Savings Year 1	\$28,447
Accumulative Savings Year 3	\$618,967
Accumulative Savings Year 5	\$1,849,726

Accumulative Savings

(Productivity Savings Included)

Accumulative Savings Year 1	\$89,880
Accumulative Savings Year 3	\$680,399
Accumulative Savings Year 5	\$1,911,158

*The productivity savings is only applied to year one.

Accumulative Employee Co-Pay Savings

Accumulative Savings Year 1	\$70,929
Accumulative Savings Year 3	\$283,716
Accumulative Savings Year 5	\$567,432

COST BREAKDOWN: YEAR 1

Health Center Operation					
			Weekly Hours	Hourly Rate (Including Benefits)	Annual Cost
Employee Count	348	Physician	4	\$150.00	\$29,997
Visit Total On-Site	1,576	Mid-Level Provider	8	\$85.00	\$34,002
Medical Provider Hours Per Week:	12	Nurse	13.2	\$40.00	\$26,400
Total Staffing Cost					\$90,399

Health Center Cost Breakdown		
Staffing Cost		\$90,399
Labs	Per Visit Average: \$6.00	\$9,457
Supplies	Per Visit Average: \$5.00	\$7,881
Pharmaceuticals	Per Visit Average: \$11.80	\$18,599
Administration Fee	PEPM: \$23.00	\$96,048
Set-Up Cost		\$35,000
(The standard pass-through set-up cost is \$35,000 for a two exam room clinic. Each additional exam room will be \$10,000.)		
Total Cost (Year One)		\$257,384
Total All-In PEPM Cost		\$61.63



Updated:
Proposal effective until:

April 27, 2015
July 26, 2015

SAVINGS BREAKDOWN: YEAR 1

Primary Care Savings				
	Medical without CareHere	CareHere Cost	Savings	Savings PEPM
Average Cost Per Office Visit	\$157.74	\$68.35	\$89.39	
On-Site Visits (Covered Members)	1,576	1,576		
Total Cost	\$248,633	\$107,737	\$140,896	\$33.74

Pharmaceutical Savings				
	Marketplace Cost	CareHere Cost of Medication Dispensed	Savings	Savings PEPM
On-Site Dispensary	\$37,198.32	\$18,599	\$18,599	\$4.45

Administration and Set-Up Cost				
	CareHere Cost			
Administration Fee		\$96,048		
Clinic Set-Up		\$35,000		
Total Cost		\$131,048		

Net Savings After All Expenses				
	Medical Without CareHere	Total CareHere Cost	Savings	Savings PEPM
Total Savings	\$285,831	\$257,384	\$28,447	\$6.81

Net Savings (Productivity Included)				
	Medical Without CareHere	Total CareHere Cost	Savings	Savings PEPM
Total Savings	\$285,831	\$257,384		
Productivity Savings	\$61,432			
Total Savings	\$347,264	\$257,384	\$89,880	\$21.52

EMPLOYEE CO-PAYMENT SAVINGS: YEAR 1

Office Visit Co-Pay Savings to Employees

	Visit Total	Average Co-Payment Amount*	Savings	Savings PEPM
Co-Pay Savings	1,576	\$35.00	\$55,167	\$13.21

Pharmacy Co-Pay Savings to Employees

	CareHere Total Scripts	Average Co-Payment Amount*	Savings	Savings PEPM
Co-Pay Savings	1,576	\$10.00	\$15,762	\$3.77

Total Co-Pay Savings

	Savings	Savings PEPM
Co-Pay Savings	\$70,929	\$16.98

*The co-payment totals are assumptions. The totals will be updated once the actual co-payment totals are provided.



Anderson County, TN

COST BREAKDOWN: YEARS 1 - 5

Utilization and Medical Provider Hours

	Year 1	Year 2	Year 3	Year 4	Year 5
Employee Visit % Shift from Marketplace Filled Appointments	30% 1,576	40% 2,102	50% 2,627	60% 3,152	60% 3,152
Physician Hours	4.0	5.2	6.5	7.8	7.8
Mid-Level Provider Hours	8.0	10.4	13.0	15.6	15.6
Total Medical Provider Hours	12.0	15.6	19.5	23.4	23.4
Total Nurse Hours	13.2	17.1	21.4	25.7	25.7

Operational Cost Breakdown

	Year 1	Year 2	Year 3	Year 4	Year 5
Staffing	\$90,399	\$76,089	\$98,916	\$123,448	\$128,385
Pharmaceuticals	\$18,599	\$27,279	\$37,508	\$49,511	\$54,462
Labs	\$9,457	\$13,114	\$17,048	\$21,276	\$22,127
Supplies	\$7,881	\$10,928	\$14,207	\$17,730	\$18,439
Set-Up Estimate: Equipment and Supplies	\$35,000				
Administration Fee (PEPM)					
348 Employees at \$23.00 PEPM:	\$96,048	\$96,048	\$96,048	\$96,048	\$96,048
Projected Total:	\$257,384	\$223,459	\$263,728	\$308,013	\$319,452

1. Staffing assumes a 4% annual increase to account for market trends. The staffing cost is 100% pass-through, so if the trend remains flat, then there will be no requirement to pay for staffing at an increasing rate.

2. Pharmacy / Dispensary is a 100% pass-through cost. Assumes a 10% annual increase to account for market trends.

3. Labs and Supplies are a 100% pass-through cost. Assumes a 4% annual increase to account for market trends.

* CareHere provides a health risk assessment (30 panel biometric screening) to all employees. The HRA is included as part of the administration fee.

CareHere!

Anderson County, TN

ESTIMATED RETURN ON INVESTMENT: YEARS 1 - 5

	Year 1	Year 2	Year 3	Year 4	Year 5	Total
Employee Total	348	348	348	348	348	
Visits	1,576	2,102	2,627	3,152	3,152	12,610
Medical Claims Savings	\$140,896	\$244,640	\$318,031	\$396,903	\$412,779	\$1,513,249
Pharmaceutical Savings	\$18,599	\$27,279	\$37,508	\$49,511	\$54,462	\$187,359
Productivity Savings	\$61,432					\$61,432
Wellness & Case/Disease Management Savings		\$43,461	\$111,696	\$205,712	\$303,488	\$664,357
Administration Fee (PEPM)	(\$96,048)	(\$96,048)	(\$96,048)	(\$96,048)	(\$96,048)	(\$480,240)
Set-Up Estimate: Equipment and Supplies	(\$35,000)					(\$35,000)
Annual Savings Through CareHere	\$89,880	\$219,332	\$371,187	\$556,078	\$674,681	\$1,911,158
Estimated Return on Investment Ratio:	\$1 to \$1.35	\$1 to \$1.98	\$1 to \$2.41	\$1 to \$2.81	\$1 to \$3.11	\$1 to \$2.39

	Employer	Employee Co-Pay
Accumulative Savings Year 1:	\$89,880	\$70,929
Accumulative Savings Year 3:	\$680,399	\$283,716
Accumulative Savings Year 5:	\$1,911,158	\$567,432

Medical Data Collection

CareHere!

Anderson County, TN

The data you are providing below includes costs for the health plan year ending on (mm/dd/yyyy):

12/31/2013

Enter the total number of months included in the current year data below:

12

Add Notes for exceptions, comments, etc.

Year Ending
December 14

Year Ending
December 13

Annualized
December 12

Notes

Total Medical costs should include

All Medical, Drug, Work Comp (if applicable)

Total Medical (as given):

Annualized Total Medical Costs:

\$ 2,089,491

\$ 2,124,043

\$ 2,484,348

Prescription Costs (as given):

Breakout of Prescription Costs:

\$ 897,361

\$ 888,298

\$ 816,340

Prescription Costs PEPY:

\$ 2,579

\$ 2,509

\$ 2,319

% of Total Medical Claims:

42.9%

41.8%

32.9%

Primary Care costs should include

On/Office visit, Diagnostic & Lab (DX/L), ER visits, Prevention

Primary Care Costs (as given):

\$ 796,901

\$ 820,667

\$ 806,643

Annualized Primary Care Costs:

38.1%

38.6%

32.5%

Primary Care Office Visits (as given):

CareHere Visit Total

5,254

5,566

5,724

Average Primary Care Office Visit Cost:

\$ 151.68

\$ 147.44

\$ 140.92

Year Ending
December 14

Year Ending
December 13

Year Ending
December 12

Total Number of Employees with Medical Benefits:

348

354

352

Retirees & Actives

Total Medical Costs PEPY:

\$ 6,004

\$ 6,000

\$ 7,058

% Increase YoY

0.1%

-15.0%

Year Ending
December 14

Planned number of Employees for next year:

348

Planned number of Retirees for next year:

Should census vary more than 10% in a 12-month period, this Projection is subject to revision

Average hourly wage per employee:

\$ 15.59

Proposal Assumptions

Total Health Plan % Annual Increase:	4%	
Primary Care % Annual Increase:	4%	Estimated Avg Office Visit: \$ 151.68
Prescriptions % Annual Increase:	10%	
Medical Provider Mix:	Doctors: 33%	Physician Extender (NP/PA): 67%

CareHere!

Medical & Health Services:

- Primary Care
- Acute Care
- Episodic Care
- Patient Medication Adherence
- Pharmaceutical Dispensary
- Mail Order Medication
- Immunizations
- Sports Physicals
- Plan of Care Compliance

Wellness:

- Case Management
 - Weight Management
 - Hypertension Management
 - Addiction Intervention
 - Pre-Diabetes Management
 - Lipid Management
 - Stress Management
 - Nutritional Counseling
 - Plan of Care Compliance
 - Mental Health Management
 - Disease Management
 - Tobacco Cessation
 - Exercise Adherence
 - Cardiovascular Risk Reduction
- *Health Risk Assessments/28 Panel Biometric Blood Draw**

Staffing:

- CareHere Staffing
- Wellness Coaches
- Accounting
- Training
- Pharmacist
- Director of Client/Clinic Operations
- Care Coordinator/Case Manager
- Medical Staff Management
- Medical Provider Management
- Medical Staff Recruitment
- Medical Provider Recruitment
- Medical Malpractice Insurance

Technology:

- Electronic Medical Record
- CareHere Connect
- Information Technology
- Online Appointment Scheduler
- Smartphone Application
- EMR Access & Integration with Outside Specialist/PCP/ER

Clinical Outcome Services

- Self-Care Education Tools
- Reporting
- Purchasing Coordination
- Clinic Inventory Management
- Patient Survey Feedback
- Clinic Best Practices Sharing
- Integration of Services
- ROI Analysis
- Budget Adherence

Support Services

- 24/7 Call-Center
- 1-800 Customer Support
- Education Tools
- Marketing
- Information Technology Support
- HRA Employee Events

CAREHERE.COM

CareHere

Features & Services

2014

Long Term Prevention Program

Population Health Management	Programs are designed specifically to target chronic health problems.
Disease/Case Management	To help patients control and manage high risk health factors, CareHere offers over 180 wellness initiatives, as well as health coaches to better educate the patient on healthy decision making.
LabInsight Health Risk Assessments	30 panel biometric screening/questionnaire
Self-Care Education Tools	Available through print material, the CareHere website, coaches, email, webinars, phone app, newsletters, etc.
Integrated Service	A unified approach to primary care, acute care, case/disease management, and wellness services provide the optimal experience for the patient.
Promotions/Incentives	Wellness promotions are conducted periodically to re-energize patients and inspire them to take the appropriate steps toward leading a healthier lifestyle. Incentive plans can be developed to further encourage participation as well.

Comprehensive Health Education Training

Weight Management
Diabetes/Pre-Diabetes Management
Lipid Management
Smoking Cessation
Plan of Care Compliance
Addiction Intervention

Exercise Adherence
Hypertension Management
Stress Management
Mental Health Management
Cardiovascular Risk Reduction
Medication Adherence

Program Enablers and Infrastructure

24/7 Nurse Telephone Line	CareHere provides a 24/7 nurse telephone line for online appointment scheduling and health related questions.
Online Scheduling System	Scheduling an appointment is only a few clicks away. Each appointment slot allows the patient to spend a full 20 minutes with the health center medical provider.
Electronic Medical Management & Tracking System	CareHere developed its own electronic medical record (EMR) system, which documents all patient activity within or outside the health center.
Best Practices Sharing Among Health Centers	Successful techniques, methods, and processes are communicated and shared with all CareHere health and wellness centers.
Health Center Inventory Management	A thorough medical inventory check is performed once a month. Any expired medications or supplies are appropriately disposed of.
Physician Recruiting	This is one of the most important tasks when implementing a health and wellness center. Success is directly related to the quality of the medical personnel. Their personality and interaction with the patient is what drives the patient to return and utilize the health center.
Staff Management	Clinical Quality Improvement (CQI) is a program integrating both physician and ancillary staff actions to provide quality healthcare. It establishes a framework for continuously improving patient care and services by encouragement. This promotes the staff to work individually and as a team, and also eliminates any barriers that affect the quality of care.
Annual Analysis, Trends, Reporting, and Survey Results	Management reports are provided by CareHere to show financial analysis, health center utilization, population health status, HRA participation, patient satisfaction, and all other ad hoc reports. Also, analysis can be provided that includes information on medications, labs, procedures, diagnosis, providers, and wellness results.



Anderson County, TN

On-Site Health & Wellness Center

Cost and Savings Analysis

April 27, 2015

Anderson County, TN



HEALTH AND WELLNESS CENTER PROJECTIONS

EXECUTIVE SUMMARY

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(Before Productivity Savings)

Accumulative Savings Year 1	\$28,447
Accumulative Savings Year 3	\$618,967
Accumulative Savings Year 5	\$1,849,725

Accumulative Savings

(Productivity Savings Included)

Accumulative Savings Year 1	\$89,880
Accumulative Savings Year 3	\$680,399
Accumulative Savings Year 5	\$1,911,158

*The productivity savings is only applied to year one.

Year One Savings Detail

Medical Savings	\$140,896
Pharmaceutical Savings	\$18,599
PEPM Cost	(\$96,048)
Productivity Savings	\$61,432
Set-Up Estimate	(\$35,000)
Total Savings	\$89,880

Accumulative Employee Co-Pay Savings

Accumulative Savings Year 1	\$70,929
Accumulative Savings Year 3	\$283,716
Accumulative Savings Year 5	\$567,432



COST BREAKDOWN: YEAR 1

Health Center Operation					
			Weekly Hours	Hourly Rate (Including Benefits)	Annual Cost
Employee Count	348	Physician	4	\$150.00	\$29,997
Visit Total On-Site	1,576	Mid-Level Provider	8	\$85.00	\$34,002
Medical Provider Hours Per Week:	12	Nurse	13.2	\$40.00	\$26,400
Total Staffing Cost					\$90,399

Health Center Cost Breakdown			
Staffing Cost			\$90,399
Labs	Per Visit Average:	\$6.00	\$9,457
Supplies	Per Visit Average:	\$5.00	\$7,881
Pharmaceuticals	Per Visit Average:	\$11.80	\$18,599
Administration Fee	PEPM:	\$23.00	\$96,048
Set-Up Cost			\$35,000
(The standard pass-through set-up cost is \$35,000 for a two exam room clinic. Each additional exam room will be \$10,000.)			
Total Cost (Year One)			\$257,384
Total All-In PEPM Cost			\$61.63



Updated:
Proposal effective until:

April 27, 2015
July 26, 2015

SAVINGS BREAKDOWN: YEAR 1

Primary Care Savings				
	Medical without CareHere	CareHere Cost	Savings	Savings PEPM
Average Cost Per Office Visit	\$157.74	\$68.35	\$89.39	
On-Site Visits (Covered Members)	1,576	1,576		
Total Cost	\$248,633	\$107,737	\$140,896	\$33.74

Pharmaceutical Savings				
	Marketplace Cost	CareHere Cost of Medication Dispensed	Savings	Savings PEPM
On-Site Dispensary	\$37,198.32	\$18,599	\$18,599	\$4.45

Administration and Set-Up Cost				
	CareHere Cost			
Administration Fee		\$96,048		
Clinic Set-Up		\$35,000		
Total Cost		\$131,048		

Net Savings After All Expenses				
	Medical Without CareHere	Total CareHere Cost	Savings	Savings PEPM
Total Savings	\$285,831	\$257,384	\$28,447	\$6.81

Net Savings (Productivity Included)				
	Medical Without CareHere	Total CareHere Cost	Savings	Savings PEPM
Total Savings	\$285,831	\$257,384		
Productivity Savings	\$61,432			
Total Savings	\$347,264	\$257,384	\$89,880	\$21.52



Updated:
Proposal effective until:

April 27, 2015
July 26, 2015

EMPLOYEE CO-PAYMENT SAVINGS: YEAR 1

Office Visit Co-Pay Savings to Employees

	Visit Total	Average Co-Payment Amount*	Savings	Savings PEPM
Co-Pay Savings	1,576	\$35.00	\$55,167	\$13.21

Pharmacy Co-Pay Savings to Employees

	CareHere Total Scripts	Average Co-Payment Amount*	Savings	Savings PEPM
Co-Pay Savings	1,576	\$10.00	\$15,762	\$3.77

Total Co-Pay Savings

	Savings	Savings PEPM
Co-Pay Savings	\$70,929	\$16.98

*The co-payment totals are assumptions. The totals will be updated once the actual co-payment totals are provided.



Anderson County, TN

COST BREAKDOWN: YEARS 1 - 5

Utilization and Medical Provider Hours

	Year 1	Year 2	Year 3	Year 4	Year 5
Employee Visit % Shift from Marketplace	30%	40%	50%	60%	60%
Filled Appointments	1,576	2,102	2,627	3,152	3,152
Physician Hours	4.0	5.2	6.5	7.8	7.8
Mid-Level Provider Hours	8.0	10.4	13.0	15.6	15.6
Total Medical Provider Hours	12.0	15.6	19.5	23.4	23.4
Total Nurse Hours	13.2	17.1	21.4	25.7	25.7

Operational Cost Breakdown

	Year 1	Year 2	Year 3	Year 4	Year 5
Staffing	\$90,399	\$76,089	\$98,916	\$123,448	\$128,385
Pharmaceuticals	\$18,599	\$27,279	\$37,508	\$49,511	\$54,462
Labs	\$9,457	\$13,114	\$17,048	\$21,276	\$22,127
Supplies	\$7,881	\$10,928	\$14,207	\$17,730	\$18,439
Set-Up Estimate: Equipment and Supplies	\$35,000				
Administration Fee (PEPM)					
348 Employees at \$23.00 PEPM:	\$96,048	\$96,048	\$96,048	\$96,048	\$96,048
Projected Total:	\$257,384	\$223,459	\$263,728	\$308,013	\$319,462

1. Staffing assumes a 4% annual increase to account for market trends. The staffing cost is 100% pass-through, so if the trend remains flat, then there will be no requirement to pay for staffing at an increasing rate.

2. Pharmacy / Dispensary is a 100% pass-through cost. Assumes a 10% annual increase to account for market trends.

3. Labs and Supplies are a 100% pass-through cost. Assumes a 4% annual increase to account for market trends.

* CareHere provides a health risk assessment (30 panel biometric screening) to all employees. The HRA is included as part of the administration fee.



Anderson County, TN

ESTIMATED RETURN ON INVESTMENT: YEARS 1 - 5

	Year 1	Year 2	Year 3	Year 4	Year 5	Total
Employee Total	348	348	348	348	348	
Visits	1,576	2,102	2,627	3,152	3,152	12,610
Medical Claims Savings	\$140,896	\$244,640	\$318,031	\$396,903	\$412,779	\$1,513,249
Pharmaceutical Savings	\$18,599	\$27,279	\$37,508	\$49,511	\$54,462	\$187,359
Productivity Savings	\$61,432					\$61,432
Wellness & Case/Disease Management Savings		\$43,461	\$111,696	\$205,712	\$303,488	\$664,357
Administration Fee (PEPM)	(\$96,048)	(\$96,048)	(\$96,048)	(\$96,048)	(\$96,048)	(\$480,240)
Set-Up Estimate: Equipment and Supplies	(\$35,000)					(\$35,000)
Annual Savings Through CareHere	\$89,880	\$219,332	\$371,187	\$556,078	\$674,681	\$1,911,158
Estimated Return on Investment Ratio:	\$1 to \$1.35	\$1 to \$1.98	\$1 to \$2.41	\$1 to \$2.81	\$1 to \$3.11	\$1 to \$2.39

	Employer	Employee Co-Pay
Accumulative Savings Year 1:	\$89,880	\$70,929
Accumulative Savings Year 3:	\$680,399	\$283,716
Accumulative Savings Year 5:	\$1,911,158	\$567,432

Medical Data Collection



Anderson County, TN

The data you are providing below includes costs for the health plan year ending on (mm/dd/yy): 12/31/2013

Enter the total number of months included in the current year data below: 12

Add Notes for exceptions, comments, etc.

Year Ending December-14	Year Ending December-13	Annualized December-12	Notes
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Total Medical costs should include
All Medical, Drug, Work Comp (if applicable)
Total Medical (as given):

Annualized Total Medical Costs:	\$ 2,089,491	\$ 2,124,043	\$ 2,484,348
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Prescription Costs (as given):			
Breakout of Prescription Costs:	\$ 897,361	\$ 888,298	\$ 816,340
Prescription Costs PEPY:	\$ 2,579	\$ 2,509	\$ 2,319
% of Total Medical Claims:	42.9%	41.8%	32.9%

Primary Care costs should include
Dr/Office visit, Diagnostic & Lab (DXL), ER visits, Prevention

Primary Care Costs (as given):	\$ -		
Annualized Primary Care Costs:	\$ 796,901	\$ 820,667	\$ 806,643
% of Total Medical Claims:	38.1%	38.6%	32.5%

Primary Care Office Visits (as given):			
CareHere Visit Total	5,254	\$ 5,566	5,724
Average Primary Care Office Visit Cost:	\$ 151.68	\$ 147.44	\$ 140.92

Year Ending December-14	Year Ending December-13	Year Ending December-12
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Total Number of Employees with Medical Benefits:	348	354	352	Retirees & Actives
Total Medical Costs PEPY:	\$ 6,004	\$ 6,000	\$ 7,058	
% Increase YoY	0.1%	-15.0%		

Year Ending December-14

Planned number of Employees for next year: 348

Planned number of Retirees for next year:

Should census vary more than 10% in a 12-month period, this Projection is subject to revision

Average hourly wage per employee: \$ 15.59

Proposal Assumptions

Total Health Plan % Annual Increase:	4%		
Primary Care % Annual Increase:	4%	Estimated Avg Office Visit:	\$ 151.68
Prescriptions % Annual Increase:	10%		
Medical Provider Mix: Doctors	33%	Physician Extender (NP/PA)	67%

SERVICES *CareHere!*



Medical & Health Services:

- Primary Care
- Acute Care
- Episodic Care
- Patient Medication Adherence
- Pharmaceutical Dispensary
- Mail Order Medication
- Immunizations
- Sports Physicals
- Plan of Care Compliance



Wellness:

- Case Management
 - Weight Management
 - Hypertension Management
 - Addiction Intervention
 - Pre-Diabetes Management
 - Lipid Management
 - Stress Management
 - Nutritional Counseling
 - Plan of Care Compliance
 - Mental Health Management
 - Disease Management
 - Tobacco Cessation
 - Exercise Adherence
 - Cardiovascular Risk Reduction
- *Health Risk Assessments/28 Panel Biometric Blood Draw**



Staffing:

- CareHere Staffing
- Wellness Coaches
- Accounting
- Training
- Pharmacist
- Director of Client/ Clinic Operations
- Care Coordinator/ Case Manager
- Medical Staff Management
- Medical Provider Management
- Medical Staff Recruitment
- Medical Provider Recruitment
- Medical Malpractice Insurance



Technology:

- Electronic Medical Record
- CareHere Connect
- Information Technology
- Online Appointment Scheduler
- Smartphone Application
- EMR Access & Integration with Outside Specialist/PCP/ER



Clinical Outcome Services

- Self-Care Education Tools
- Reporting
- Purchasing Coordination
- Clinic Inventory Management
- Patient Survey Feedback
- Clinic Best Practices Sharing
- Integration of Services
- ROI Analysis
- Budget Adherence



Support Services

- 24/7 Call-Center
- 1-800 Customer Support
- Education Tools
- Marketing
- Information Technology Support
- HRA Employee Events



CAREHERE.COM

Features & Services

2014

Long Term Prevention Program

Population Health Management	Programs are designed specifically to target chronic health problems.
Disease/Case Management	To help patients control and manage high risk health factors, CareHere offers over 180 wellness initiatives, as well as health coaches to better educate the patient on healthy decision making.
LabInsight Health Risk Assessments	30 panel biometric screening/questionnaire
Self-Care Education Tools	Available through print material, the CareHere website, coaches, email, webinars, phone app, newsletters, etc.
Integrated Service	A unified approach to primary care, acute care, case/disease management, and wellness services provide the optimal experience for the patient.
Promotions/Incentives	Wellness promotions are conducted periodically to re-energize patients and inspire them to take the appropriate steps toward leading a healthier lifestyle. Incentive plans can be developed to further encourage participation as well.

Comprehensive Health Education Training

Weight Management
Diabetes/Pre-Diabetes Management
Lipid Management
Smoking Cessation
Plan of Care Compliance
Addiction Intervention

Exercise Adherence
Hypertension Management
Stress Management
Mental Health Management
Cardiovascular Risk Reduction
Medication Adherence

Program Enablers and Infrastructure

24/7 Nurse Telephone Line	CareHere provides a 24/7 nurse telephone line for online appointment scheduling and health related questions.
Online Scheduling System	Scheduling an appointment is only a few clicks away. Each appointment slot allows the patient to spend a full 20 minutes with the health center medical provider.
Electronic Medical Management & Tracking System	CareHere developed its own electronic medical record (EMR) system, which documents all patient activity within or outside the health center.
Best Practices Sharing Among Health Centers	Successful techniques, methods, and processes are communicated and shared with all CareHere health and wellness centers.
Health Center Inventory Management	A thorough medical inventory check is performed once a month. Any expired medications or supplies are appropriately disposed of.
Physician Recruiting	This is one of the most important tasks when implementing a health and wellness center. Success is directly related to the quality of the medical personnel. Their personality and interaction with the patient is what drives the patient to return and utilize the health center.
Staff Management	Clinical Quality Improvement (CQI) is a program integrating both physician and ancillary staff actions to provide quality healthcare. It establishes a framework for continuously improving patient care and services by encouragement. This promotes the staff to work individually and as a team, and also eliminates any barriers that affect the quality of care.
Annual Analysis, Trends, Reporting, and Survey Results	Management reports are provided by CareHere to show financial analysis, health center utilization, population health status, HRA participation, patient satisfaction, and all other ad hoc reports. Also, analysis can be provided that includes information on medications, labs, procedures, diagnosis, providers. and wellness results.

Anderson County Government Holiday Schedule 2016

▪ News Years Day	Friday	January 1, 2016
▪ Martin Luther King, Jr. Day	Monday	January 18
▪ Presidents Day	Monday	February 15
▪ Good Friday	Friday	March 25
▪ Memorial Day	Monday	May 30
▪ Independence Day	Monday Tuesday	July 4 July 5
▪ Labor Day	Monday	September 5
▪ Veterans Day	Friday	November 11
▪ Thanksgiving	Thursday Friday	November 24 November 25
▪ Christmas	Friday Monday	December 23 December 26

Proclamation

Anderson County, Tennessee

WHEREAS, although the Leidos name may be new, the company has been a part of the Oak Ridge business landscape since September 1975, when SAIC opened its first office with just one employee, Pete Craven; and

WHEREAS, in over four decades of hard work, commitment and vision, the number of employees grew from one to more than 1,000, and in 1990, the company built its corporate center on Laboratory Road. In 2013, the company formerly known as Science Applications International Corporation (SAIC) spun-off its IT services business and changed its name to Leidos; and

WHEREAS, in the last 40 years, SAIC/Leidos, has had more than 4,000 employees in the Oak Ridge office; and

WHEREAS, Leidos has become one of the largest employers in Oak Ridge, supporting local economic expansion and bringing high technology jobs and bringing more than \$750 million in payroll to the region, and contributing more than \$1 billion in economic impact in East Tennessee; and

WHEREAS, in addition to helping strengthen the local economy, Leidos Oak Ridge has been a longtime supporter of many community service organizations and programs throughout East Tennessee, including For Inspiration and Recognition of Science and Technology (FIRST) Robotics teams; Science, Technology, Engineering and Mathematics (STEM) education in area schools; Meals on Wheels, United Way, Adopt-A-Highway, the American Red Cross, Aid to Distressed Families of Appalachian Counties, the Emory Valley Center, the Children's Museum of Oak Ridge, the Michael Dunn Center, and providing volunteers to participate in the American Diabetes Association's Tour de Cure, the Relay for Life, and Komen Race for the Cure, as well as sponsoring four Habitat for Humanity homes.

NOW, THEREFORE, in honor of the 40th Anniversary of Leidos, we, Anderson County Mayor Terry Frank and members of the Anderson County Board of Commissioners, do hereby proclaim October 16, 2015 as

LEIDOS DAY

in Anderson County, Tennessee in recognition of the company's longtime dedication to promoting the scientific, engineering, environmental and healthcare advances throughout East Tennessee, the United States and the world.

IN TESTIMONY WHEREOF, we have hereunto set our hands and caused to be affixed the official seal of Anderson County, Tennessee, on this, the 21st day of October 2015.

Mrs. Terry Frank, County Mayor

Mr. Steve Emert, Commission Chairman

ATTEST:

Mr. Jeff Cole, Anderson County Clerk

Anderson County, Tennessee
Board of Commissioners

RESOLUTION NO. 15-10-556

**TO ESTABLISH FEES FOR THE HOLDING OF STRAY ANIMALS AT THE
ANDERSON COUNTY ANIMAL CONTROL FACILITY**

WHEREAS, T.C.A. §5-1-120 provides the power to regulate stray animals and states that “Counties, by resolution of their respective legislative bodies, may license and regulate dogs and cats, establish and operate shelters and other animal control facilities, and regulate, capture, impound and dispose of stray dogs, stray cats and other stray animals;” and

WHEREAS, Anderson County Government adopted Resolution No. 05-03-111 on the 19th day of May, 2003 establishing the Anderson County Animal Control Authority for the purposes of responding to calls for service from citizens regarding animals, of providing humane care for abandoned and neglected animals, and to protect citizens from vicious and unconfined animals existing within the boundaries of Anderson County; and

WHEREAS, Anderson County has established a facility for the purposes under TCA § 5-1-120; and

WHEREAS, it is necessary to offset funding for the regulation of stray animals as they are brought into the Anderson County Animal Control Holding Facility;

NOW THEREFORE, BE IT RESOLVED, by the Anderson County Board of Commissioners meeting in regular session on this 19th day of October, 2015 in Clinton, Tennessee that the Anderson County Animal Control Authority is hereby authorized to establish the following fees:

SECTION 1: All animals brought into the Anderson County Holding Facility will be held according to their incoming status. Hold times start the day the animal arrives at the facility and only include working days and non-holidays.

SECTION 2: Incoming Status is as follows:
Stray no ID=3 days; Stray with ID=5 days; Bite Animal 10 days from date of bite; Owner surrender=0 days (can be transferred immediately)

SECTION 3: All animals reclaimed will be charged a \$20.00 apprehension fee plus a \$10.00 per day board fee.

SECTION 4: Once an animal is reclaimed, any animal without proof of current Rabies vaccination will be given 1 week to become current. Animal Control will verify vaccination; failure to vaccinate will incur a Citation for no Rabies vaccination.

SECTION 5: When legal hold times have been met, the animals will become the property of Anderson County and can be transferred from the County holding facility to surrounding shelters. Ownership will also transfer to the Shelter at that time.

Terry Frank, County Mayor

Steve Emert, Commission Chairman

ATTEST:

Jeff Cole, Anderson County Clerk

25. Commissioner Warfield made a motion to approve the following general fund assigned appropriations. Seconded by Commissioner White. Voting aye: Fritts, Alderson, Meredith, Emert, Warfield, Bates, Isbel, White, Hitchcock, Mead, Creasey and Scott. Voting no: none. Absent: Wandell, McKamey, McNutt and Iwanski. Motion carried.

Increase Expenditure Codes:

101-52100-709	Date Processing Equipment	\$11,834.00
101-52100-317	Data Processing Services	6,815.00
	Total Expenditures Increased	\$18,649.00

Decrease Reserve Code:

101-39000	Unassigned Fund Balance	\$18,649.00
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26. Commissioner Meredith made a motion to approve the following general fund assigned appropriations. Seconded by Commissioner Warfield. Voting aye: Fritts, Alderson, Meredith, Emert, Warfield, Bates, Isbel, White, Hitchcock, Mead, Creasey and Scott. Voting no: none. Absent: Wandell, McKamey, McNutt and Iwanski. Motion carried.

Increase Expenditure Codes:

101-51310-317	Data Processing Services	\$6,620.00
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Increase Reserve Code:

101-39000	Unassigned Fund Balance	\$6,620.00
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27. Commissioner Mead made a motion to approve the startup cost for Animal Holding Facility of \$9,892.90. Seconded by Commissioner Warfield.

→ Commissioner Hitchcock made a motion to defer this for 30 days. Seconded by Commissioner Scott. Voting aye: Fritts, Meredith, Emert, Bates, Isbel, Hitchcock, Mead, Creasey and Scott. Voting no: Alderson, Warfield and White. Absent: Wandell, McKamey, McNutt and Iwanski. Motion carried.

28. Commissioner Warfield made a motion to discuss legal services bill for \$6,396.63 that has not been paid for services. Seconded by Commissioner Meredith.

Commissioner Fritts made a motion to defer this to the Law Director so that it can go thru the proper protocol according to the resolution that was passed. Seconded by Commissioner Mead. Motion carried by voice vote.

29. Commissioner Meredith made a motion to approve the following general fund unassigned appropriations. Seconded by Commissioner Alderson. Voting aye: Fritts, Alderson, Meredith, Emert, Warfield, Bates, Isbel, McKamey, White, Hitchcock, Mead, Creasey and Scott. Voting no: none. Absent: Wandell, McNutt and Iwanski. Motion carried.

Increase Expenditure Code:

101-51200-799	Other Capital Outlay	\$75,000.00
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Decrease Reserve Code:

101-39000	Unassigned Fund Balance	\$75,000.00
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30. Commissioner Isbel made a motion to approve the Recycling Grant application request for up to \$200,000.00. Seconded by Commissioner Warfield. Motion carried by voice vote.

Operations Committee

→ 31. Commissioner Meredith made a motion to approve authorizing the Law Director to file a writ of mandamus for the East Wolf Valley Convenience Center. Seconded by Commissioner Isbel.

Commissioner Fritts made a motion to defer this for 30 days. Seconded by Commissioner Mead. Motion carried by voice vote.

32. Commissioner Meredith made a motion to approve the 2016 County Government Holiday Schedule as submitted with the amendment of removing the July 5 holiday designation. Seconded by Commissioner Warfield.

Commissioner Isbel made a motion to defer back to Operations Committee for discussion of not taking holiday away but maybe replacing it for another holiday like Columbus Day. Seconded by Commissioner Creasey. Motion carried by voice vote.

33. Commissioner Meredith made a motion to apply for group membership to Oak Ridge Chamber of Commerce which is \$255.00. Seconded by Commissioner Scott. Motion carried by voice vote.

Old Business

None at this time.

New Business

→ 34. Commissioner Scott made a motion to put on the October agenda the discussion of the ACEMS financial status and how the \$600,000.00 owed to the county because of insurance claims is going to be paid back. Seconded by Commissioner Mead. Motion carried by voice vote.

Meeting adjourned.