

Denny Wayne Robinson
County Executive

Brooke Luna
Executive Assistant



WHITE COUNTY, TENNESSEE
Office of County Executive

1 East Bockman Way, Room 205
Sparta, Tennessee 38583
P: 931.836.3203
F: 931.836.3204

executive@whitecountyttn.gov

Notice of Public Meeting

**Regular Call Meeting
of the White County Board of Commissioners**

Pursuant to T.C.A. § 8-44-103: a public meeting of the White County Board of Commissioners will be held, and will transact such business as may lawfully come before them on Monday, December 18th, 2023 at 6:00 pm at White County Courthouse (3rd Floor Courtroom) 1 E. Bockman Way, Sparta, TN.

White County Board of Commissioners

<u>District 1</u>	Cain Rogers and Chris Brewington	<u>District 2</u>	T.K. Austin and David Cranford
<u>District 3</u>	Robert McCormick and Becky Golden	<u>District 4</u>	Lanny Selby and Dakota White
<u>District 5</u>	Jordan Cocke and Thomas Margeson	<u>District 6</u>	Roger Mason and Derrick Hutchings
<u>District 7</u>	Kyle Goff & Larry Daniels		

Chairman – Kyle Goff Vice Chairman – Dakota White Parliamentarian – Derrick Hutchings

Agenda

1. Call to order by Chairman
2. Prayer
3. Pledge
4. Roll Call
5. Recognition of National Weather Service Storm Ready Community – Brittany Whitehead
6. Recognition of White County Governor's Volunteer Star Awards
7. Approve and Spread on Minutes Consent Calendar
 - A. Approval of Minutes from Full Court meeting on November 20th, 2023
 - B. Report of December 4th, 2023 Steering A Meeting
 - C. Report of December 4th, 2023 Steering B Meeting
 - D. Report of December 4th, 2023 Budget Meeting
 - E. Report of November 27th, 2023 Purchasing Meeting
 - F. Report of December 11th, 2023 Oversight/Ethics Committee Meeting
 - G. Letter Appointing Code of Ethics Administrator
 - H. E-911 Monthly Call Report

6. Resolutions from Steering A Committee

- A. Resolution 96-12-2023 – Authorizing Levy of Additional Sales and Use Tax

7. Resolutions from Steering B Committee

- A. Resolution 97-12-2023 – Surplus Property
- B. Resolution 98-12-2023 – Airport Interlocal Agreement
- C. Resolution 99-12-2023 – EMS Billing Service Contract

8. Resolution from Budget Committee

- A. Resolution 100-12-2023 – Amend General Purpose Fund
- B. Resolution 101-12-2023 – Amend General Purpose School Fund

9. Appointing Senior Center Board Members

- A. Resolution 102-12-2023 - Appointing Senior Center Board Member
- B. Resolution 103-12-2023 - Appointing Senior Center Board Member(s)
- C. Resolution 104-12-2023 - Appointing Senior Center Board Member

10. Notaries

11. Old Business

12. New Business

13. Recognition from Audience Members

14. Adjournment

December 18, 2023

BE IT REMEMBERED THAT THE WHITE COUNTY LEGISLATIVE BODY met in regular session at the White County Courthouse in Sparta, Tennessee on December 18, 2023 at 6:00 p.m.

Present and Presiding the Hon. Kyle Goff- Chairman, Denny Wayne Robinson- County Executive, Sasha Wilson- County Clerk, Chad Marcum- Finance Director and Sam Benningfield- County Attorney. Commissioners present: Chris Brewington, Cain Rogers, Derrick Hutchings, T.K Austin, Dakota White, Larry Daniels, Kyle Goff, Becky Golden, Robert McCormick, Roger Mason, Jordan Cocke and Thomas Margeson. Commissioners absent; Lanny Selby and David Cranford.

Brittany Whitehead from The Nashville National Weather Service presented Emergency Management Director Matt McBride and Deputy Director Kyle Winnett an award for being Storm Ready County.

County Executive Denny Wayne Robinson presented Kaden Sparks and Kyle Winnett with the White County Governor's Volunteer Star Awards.

Motion was made by Commissioner T.K Austin and seconded by Commissioner Chris Brewington to approve and spread on minutes consent calendar. Chairman Goff called for a voice vote; all members in favor of said motion.

Resolution 96-12-2023 Authorizing Levy of Additional Sales and Use tax failed due to a lack of motion.

White County, Tennessee

Steering A Committee

Date: 12/04/2023

Location: White County Courthouse

Recorded by: Brooke Luna

Members Present

Cain Rogers
TK Austin
Lanny Selby
Derrick Hutchings
Larry Daniels
Thomas Margeson

Members Absent

Others Present

Finance Director, Chad Marcum
Executive Assistant, Brooke Luna
Members from EMS
Other members of the community

There being a quorum present the meeting was called to order by Chairman, Derrick Hutchings.

Approval of previous Steering A Report

Chairman Hutchings asked for review and approval of the Minutes from the November 6th, 2023 meeting. Commissioner Selby made a motion to approve the Minutes as presented and Commissioner Daniels seconded the motion; with no objections, the motion was approved.

Update from Parks & Recreation Subcommittee

Chairman Hutchings asked Commissioner Mason if he had an update from the P&R Subcommittee; he stated the report was submitted with the packets and there was nothing else to report at this time.

Discussion on Sales Tax Referendum

Chairman Hutchings opened the floor for discussion on the sales tax referendum. After some discussion, a motion was made by Commissioner Golden made a motion to approve the referendum for the March ballot, seconded by Commissioner Margeson. There were 3 opposed and 4 in favor of the motion, the motion passed to go to full court for approval.

Old Business

There was none.

New Business

Executive Robinson stated that there was property for sale that adjoins county property next to EMS and the county's Central Maintenance Department. After some discussion, Commissioner Austin made a motion for Executive Robinson to negotiate a price for the property on behalf of the commission, seconded by Commissioner Margeson; with no objections, the motion was approved.

Calendar Update

Monday, December 18th, 2023 at 6:00 p.m. - WC Legislative Body Regular Call Meeting

Monday, January 8th, 2023 at 5:30 p.m. – Steering A Committee Meeting.

Adjourn

There being no further business, Commissioner Austin made a motion to adjourn and Commissioner Golden seconded the motion. With no objections, the motion was approved and the meeting adjourned.

Chairman, Derrick Hutchings
Steering A Committee

Secretary, Becky Golden
Steering A Committee

White County, Tennessee

Steering B Committee

Date: 12/04/2023

Time: 5:00pm

Location: White County Courthouse

Recorded by: Brooke Luna

Members Present

Chris Brewington
Jordan Cocke
Roger Mason
Dakota White
Robert McCormick
David Cranford

Members Absent

Kyle Goff

Others Present

Executive Denny W. Robinson
Finance Director, Chad Marcum
Executive Assistant, Brooke Luna
Other members of the community
Volunteers from the Animal Shelter

There being a quorum present the meeting was called to order Chairman White. Commissioner Mason started the meeting with prayer.

Approval of November 6th, 2023 Steering B Report

Chairman White asked for review and approval of the Minutes from the previous meeting. Commissioner Cranford made a motion to approve the Minutes as presented and Commissioner Cocke seconded the motion; with no objections, the motion was approved.

Discussion on the White County Animal Shelter

Chairman White shared with the committee that there were volunteers from the animal shelter that was in the audience and would like to address the committee about some concerns at the shelter. He allowed three guests to speak and gave them 3 minutes to present their request. The three members who spoke were Steve Kunze, Monica Jinka, and Dana Ellis. Some of the topics of discussion were safe heating options in the back of the animal shelter, encouraging the committee to pursue the sales tax referendum so that revenue can help fund the shelter, and a part-time position that has been previously funded through grant money that will end in March and requested that the county fund that position for the remainder of the fiscal year for \$3211.67. Also suggested to the committee that the interest from the Susan Cooper fund be used to fund the animal shelter. After some discussion Commissioner Mason made a motion to send an amendment to the budget committee to fund the part-time position from April-June for \$3211.67, seconded by Commissioner Brewington; with no objections, the motion was approved

Surplus Items

Finance Director, Chad Marcum presented a surplus list to the committee that needed a motion to send to Full Court approval. The surplus list included 10 items from the Sheriff's Department and the White County Justice Center. Commissioner Cocke made a motion to send the surplus items to the full court for approval, seconded by Commissioner Cranford; with no objections, the motion was approved.

Approval of Updated Airport Interlocal Agreement

Executive Robinson shared with the committee that the Interlocal Agreement for the Upper Cumberland Regional Airport would change the naming of the board to an authority. After legal advice was given to the airport board, it was suggested that the UCRA update the Interlocal Agreement naming it an authority. Executive Robinson also stated that it would not change the mode of operation of the airport in any way. Commissioner Mason made a motion to send to the full court for approval, seconded by Commissioner Cranford; with no objections, the motion was approved.

White County, Tennessee

Approval of EMS Billing

Finance Director, Chad Marcum shared with the committee that a Request for Proposals was conducted for EMS billing services and there were four proposals submitted and scored by county employees and the highest-scored company was EMS Management and Consultants Incorporated. Mr. Marcum stated that they would like to move forward with the new EMS billing services provider effective February 1st, 2024 and it would be an initial 3-year term. He also stated the new billing company would be a cheaper option for the county and there would be no cost associated with the changing of companies. Commissioner Mason made a motion to send to the full court for approval, seconded by Commissioner Cocke; with no objections, the motion was approved.

Old Business – There was none.

New Business - There was none.

Calendar Update

Monday, December 18th, 2023 at 6:00 p.m. - WC Legislative Body Regular Call Meeting

Monday, January 8th, 2023 at 5:00 p.m. – Steering B Committee Meeting.

Adjourn

There being no further business, Commissioner Mason made a motion to adjourn and Commissioner Cranford seconded the motion. With no objections, the motion was approved and the meeting adjourned.

Chairman, Dakota White
Steering B Committee

Secretary, Jordan Cocke
Steering B Committee

White County, Tennessee

Budget Committee Meeting

Date: 12/04/2023

Time: Following Steering Committees

Location: White County Courthouse

The White County Budget Committee met on Monday, December 4, 2023 following the Steering Committee meetings at the White County Courthouse. Members present were County Executive Denny Wayne Robinson, Commissioner Derrick Hutchings, Commissioner Jordan Cocke, and Commissioner David Cranford. Also, present were Director of Finance Chad Marcum, Commissioner Dakota White, Commissioner TK Austin, Commissioner Robert McCormick, and members of the community. Member absent was Commissioner Kyle Goff.

There being a quorum present, the meeting was called to order by Mr. Robinson.

Mr. Robinson asked for approval of the minutes from the November 6, 2023 meeting. Mr. Hutchings made a motion and Mr. Cranford seconded the motion to approve the minutes as presented. On a voice vote, the motion was adopted.

The committee considered four (4) General Fund amendments as follows:

1. Economic Development - \$50,000 for TN ECD ThreeStar Grant
2. Heritage Museum - \$35,500 for Capital Maintenance and Improvement Grant
3. Sheriff - \$1,600 for proceeds from the sale of calendars by third party vendor
4. Sheriff/Jail - \$957 to reallocate salary from Sheriff to Jail and provide employee raise

Mr. Hutchings made a motion and Mr. Cranford seconded the motion to approve the amendments as presented and recommend their passage by the full county commission. On a voice vote, the motion was adopted.

The committee considered a General Purpose School Fund amendment to appropriate a United States Department of Justice COPS – School Violence Prevention Program grant in the amount of \$486,034 for security upgrades at all White County schools. Mr. Cocke made a motion and Mr. Hutchings seconded the motion to approve the amendments as presented and recommend their passage by the full county commission, contingent upon school board approval. On a voice vote, the motion was adopted.

Mr. Robinson asked the committee for any old business: There was none.

Mr. Robinson asked the committee for any new business:

Coming from Steering Committee B, the committee discussed continuing to fund one part-time position at the White County Animal Shelter for which expenses are currently being reimbursed by the White County Humane Society. The Humane Society in anticipating that all available funds to reimburse the county for expenses related to this one part-time position will be depleted by April 2023. Mr. Marcum informed the committee that a budget amendment would not be necessary if the committee wanted to fund this position, due to a full year of wages already being approved in the appropriations side of the budget. Mr. Cranford made a motion and Mr. Cocke seconded the motion to formalize the committee's intent to continue payroll for the one part-time

White County, Tennessee

position through the end of the 2024 fiscal year, regardless of the Humane Society's ability to reimburse for the expenditures. On a voice vote, the motion was not adopted.

After discussion, the next meeting was set for Monday, January 8, 2023 following the Solid Waste Committee.

Mr. Hutchings made a motion and Mr. Cranford seconded the motion to adjourn. On a voice vote, the motion was unanimously approved.

Denny Wayne Robinson, Chairman
Budget Committee

David Cranford, Secretary
Budget Committee

White County, Tennessee

Purchasing Committee Meeting

Date: 11/27/2023

Time: 11:00am

Location: White County Courthouse

The White County Purchasing Committee met on Monday, November 27, 2023 at 11:00 AM at the White County Courthouse. Regular members present were Commissioner Lanny Selby, Commissioner Kyle Goff, Commissioner TK Austin, and County Executive Denny Wayne Robinson. Also present was Director of Finance Chad Marcum.

There being a quorum present, the meeting was called to order by Mr. Selby and a prayer was led by Mr. Goff.

Mr. Selby asked for approval of the minutes from the October 9, 2023 meeting. Mr. Goff made a motion and Mr. Austin seconded the motion to approve the minutes as presented. On a voice vote, the motion was adopted.

The committee considered a recommendation to accept a RFQ response from Upland Design Group with a score of 96.00 for architectural services related to the new White County Health Department construction. After review, Mr. Austin made a motion and Mr. Goff seconded the motion to accept the recommendation noting that all appropriate purchasing practices were followed. On a voice vote, the motion was adopted.

The committee considered a recommendation to accept a RFP response from EMS Management & Consultants with a score of 95.25 for EMS billing services. After review, Mr. Austin made a motion and Mr. Goff seconded the motion to accept the recommendation noting that all appropriate purchasing practices were followed. On a voice vote, the motion was adopted.

The committee considered a recommendation to accept a RFP response from Anatomage, Inc. with a score of 97.5 for a 3D Anatomy Visualization System for the CTE program. After review, Mr. Goff made a motion and Mr. Austin seconded the motion to accept the recommendation noting that all appropriate purchasing practices were followed. On a voice vote, the motion was adopted.

Mr. Selby asked the committee for any old business: There was none.

Mr. Selby asked the committee for any new business: There was none.

There being no further business, Mr. Austin made a motion and Mr. Goff seconded the motion to adjourn. The motion was unanimously approved.

Lanny Selby, Chairman
Purchasing Committee

Kyle Goff, Secretary
Purchasing Committee

White County, Tennessee

Oversight/Ethics Committee

Date: 12/11/2023

Time: 5:30 pm

Location: White County Courthouse

Recorded by: Brooke Luna

The White County Oversight/Ethics committee met Monday, December 11th, 2023 at the White County Courthouse. **Members of Oversight/Ethics Committee are White County Executive Denny W. Robinson and Commissioners, Dakota White, Kyle Goff, Derrick Hutchings, and David Cranford**

Executive Robinson requested roll call of committee members. Present were all members of the committee and prayer was led by Executive Robinson.

Election of Chairman

Executive Robinson opened the floor for nominations for Chairman of the committee. Commissioner Cranford nominated Executive Robinson for Chairman. With no other nominations, Commissioner White made a motion that all nomination cease and Executive Robinson be elected by acclamation, seconded by Commissioner Hutchings, with no objections, the motion was approved.

Election of Vice Chairman

Executive Robinson opened the floor for nominations for Vice Chairman of the committee. Commissioner Hutchings nominated Commissioner Kyle Goff for Vice Chairman. With no other nominations, Commissioner Cranford made a motion that all nomination cease and Mr. Goff be elected by acclamation, seconded by Commissioner White, with no objections, the motion was approved.

Election of Secretary

Executive Robinson opened the floor for nominations for Secretary of the committee. Commissioner White nominated Commissioner Hutchings for Secretary. With no other nominations, Commissioner Cranford made a motion that all nomination cease and Mr. Hutchings be elected by acclamation, seconded by Commissioner Goff, with no objections, the motion was approved.

Discussion on Code of Ethics Administrator

Chairman Robinson explained to the committee the legislature had amended current T.C.A. Code 8-17-104. By no later than January 1, 2024, counties are required to notify the State Ethics Commission, either in writing or electronically by email, of the primary person responsible for administering and enforcing the county's ethical standards. The county must also provide the Commission with the person's contact information, including the person's business address, phone number, and email address. The county must notify the Commission of any change in such responsibility within 30 calendar days of such change and must provide the name and contact information for an interim official serving in this capacity until such time as a permanent successor can be identified. Because there is no single person in the county that has statutory authority to administer and enforce the county's ethical standards, CTAS suggests that counties name either the County Attorney or the County Mayor/Executive. Executive Robinson recommended that Sam Benningfield, the County Attorney be appointed as the Ethics Administrator. After some discussion, Commissioner Cranford made a motion that the County Attorney, Sam Benningfield, be appointed the Ethics Administrator for White County, seconded by Commissioner White; with none opposed, the motion was approved.

White County, Tennessee

Old Business

There was none.

New Business

Commissioner Hutchings expressed to the committee that he had been contacted about White County not having a policy for Maternity/Paternity leave and asked if that was business the Oversight/Ethics committee would handle and he was only made aware of it the day of this meeting so he didn't have time to look into it further. After some discussion, the committee asked Executive Robinson to find out additional information from the HR Director about creating a policy for maternity/paternity leave and they requested an update via email regarding the request. There was no other business to discuss.

There being no further business, Commissioner Hutchings made a motion to adjourn, seconded by Commissioner Austin; with no objections, the meeting was adjourned.

Denny W. Robinson, Chairman

Derrick Hutchings, Secretary

Denny Wayne Robinson
County Executive

Brooke Luna
Executive Assistant



WHITE COUNTY, TENNESSEE
Office of County Executive

1 East Bockman Way, Room 205
Sparta, Tennessee 38583
P 931.836.3203
F 931.836.3204
executive@whitecountyttn.gov

December 14, 2023

Re: White County Code of Ethics Administrator

To whom it may concern,

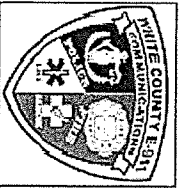
The Oversight & Ethics committee met on Monday, December 11th, 2023 in regards to a new law that requires White County to appoint a Code of Ethics Administrator. The committee chose to appoint White County Attorney, Sam Benningfield with no term and the commission will be notified no less than 30 days if this designee is changed.

Sincerely,

A handwritten signature in black ink, appearing to read "Denny W. Robinson".

Denny W. Robinson
White County Executive

Pursuant to Public Chapter 37 (2023), the governing body of each county, municipality, utility district, and school district in the State of Tennessee is required to notify the Tennessee Ethics Commission of the primary person responsible for administering and enforcing the entity's ethical standards no later than **January 1, 2024**. Be advised, the Tennessee Ethics Commission is required to report to the Speakers of both chambers of the General Assembly, as well as the Office of the Comptroller of the Treasury, any governing body that has not complied with Public Chapter 37 (2023) by **January 31, 2024**.



Crosstab: Distinct Incident for Agency
Start: 01/01/23 0:00:00
End: 11/30/23 23:59:59

Inc Num Count	Month											
Agency	1	2	3	4	5	6	7	8	9	10	11	Grand Total
BONDECROFT VFD	39	38	39	38	41	32	26	53	24	23	37	390
CASSVILLE VFD	43	30	36	49	40	32	31	27	24	40	30	382
CENTRAL VIEW VFD	19	45	37	35	25	43	35	38	34	33	50	394
CHERRY CREEK VFD	23	30	24	32	20	28	24	31	14	25	30	281
DOYLE VFD	20	31	24	30	14	29	22	26	31	30	27	284
EASTLAND VFD	38	35	35	35	40	27	26	51	23	22	32	364
EMS DAY PAGE	35	21	17	17	19	21	18	23	27	24	26	248
EMS DIRECTOR	7	5	4	2	8	2	10	32	22	19	20	131
EMS NIGHT PAGE	7		7	8	8	7	9	10	7	5		68
HICKORY VALLEY VFD	22	28	34	33	20	32	29	26	27	31	37	319
MT. GILEAD VFD	23	31	26	30	18	34	33	37	31	27	25	315

NOTICE: This document is intended exclusively for the individual or entity to which it is addressed. The document may contain confidential and/or privileged information. Any unauthorized review, use, printing, saving, copying, disclosure or distribution is strictly prohibited.

NORTH END VFD	53	60	57	65	31	32	39	53	47	52	50	539
SPARTA FIRE DEPARTMENT	44	45	43	57	44	40	57	55	41	42	40	508
SPARTA POLICE DEPARTMENT	742	571	611	698	745	775	737	666	623	494	466	7128
SPARTA WHITE CO RESCUE	27	16	18	21	29	29	31	24	27	28	24	274
THP		1	3		2		3		2	2	5	18
WCSO SORT SQUAD 1	1	2	2	4		15						24
WCSO SUPPORT/OVERWAT CH						4	7	13	3			27
WHITE COUNTY E911		2	1		2		4	10	3		3	25
WHITE COUNTY EMA	7	4	4	5	2	11	5	10	14	9	7	78
WHITE COUNTY EMS	632	536	543	564	589	604	579	633	562	560	555	6357
WHITE COUNTY SHERIFF	1899	1687	1648	2000	2066	1971	1976	1946	1741	1737	1547	20218

The far right column represents the total number of unique incident numbers assigned to an agency for the defined date range.

Note: Multiple Agencies can be assigned to an incident number. Totalling the values in a column does NOT represent the count for the PSAP. If you are looking for that count, use the appropriate report.

NOTICE: This document is intended exclusively for the individual or entity to which it is addressed. The document may contain confidential and/or privileged information. Any unauthorized review, use, printing, saving, copying, disclosure or distribution is strictly prohibited.

Friday, December 1, 2023

GCWHITNS-001\$



WHITE COUNTY, TENNESSEE

RESOLUTION 96-12-2023

AUTHORIZING LEVY OF ADDITIONAL SALES AND USE TAX

WHEREAS, the official tax rate of the county is the number used by the State of Tennessee to determine the equitable division of sales tax revenue in White County and the cities within White County, and;

WHEREAS, The State of Tennessee recognizes the official tax rate as 2.25%, the rate set by White County, and;

WHEREAS, the City of Sparta, by referendum, has raised the city's sales tax rate by 0.5% to 2.75% thus surpassing the county's official rate, and;

WHEREAS, the County Commission, in an attempt to avoid confusion and to ensure the continuation of equitable distribution of tax revenue for the benefit of ALL citizens residing within White County and its Cities, deems it judicious that the sales and use tax rate be consistent and equal across the county.

THEREFORE, BE IT RESOLVED that the White County Legislative Body hereby propose a 0.5% increase in local option sales and use tax and furthermore request the White County Election Commission to authorize the referendum on the **Presidential Preference Primary on March 5, 2024**, as called for in section 2, allowing the option to vote "For" or "Against" on the ballot. The Ballot shall read "Shall Resolution No. 96-12-2023 passed by the White County Commission which increases the local sales tax rate from 2.25% to 2.75% become operative?"

SECTION 1. The resolution of the county legislative body of White County, Tennessee, imposing a local sales and use tax as authorized under the provisions of *Tennessee Code Annotated*, Sections 67-6-701 through 67-6-712, adopted by the county legislative body at a regular meeting of record in **Minute Book 58, page 196**, is amended to levy a local sales and use tax at a rate of 2.75%, not to exceed the maximum percentage as stated in the RETAILERS TAX ACT, *Tennessee Code Annotated*, Section 67-6-702, as amended, except as limited or modified by statute.

SECTION 2. If a majority of those voting in the **Presidential Preference Primary** required by *Tennessee Code Annotated*, Section 67-6-706, vote for the increase in the tax imposed by this resolution, collection of the increased tax levied by this resolution shall begin on the first day of the month occurring thirty (30) or more days after the county election commission makes its official canvass of the election returns.

SECTION 3. The Department of Revenue of the State of Tennessee shall collect the additional tax imposed by this Resolution concurrent with the collection of the state tax and the local tax now being collected for White County, in accordance with rules and regulations promulgated by the Department.

SECTION 4. The County Executive is hereby authorized to contract with the Department of Revenue for the collection of the additional tax imposed by this Resolution, and to provide in the contract that the department may deduct from the tax collected a reasonable amount or percentage to cover the expense of the administration and collection of the tax.

SECTION 5. In the event the tax is collected by the Department of Revenue, suits for the recovery of any tax illegally assessed or collected shall be brought against the state Commissioner of Revenue and the White County Executive.

SECTION 6. A certified copy of this Resolution shall be transmitted to the Department of Revenue by the County Clerk forthwith and shall be published one time in a newspaper of general circulation in White County prior to the election called for in Section 2.

Motion made by _____ and seconded by _____ that the above resolution be adopted.

On roll call, the vote was recorded as follows:

AYES _____

NAYS _____

The above resolution was passed on the 18th day of December 2023.

Kyle Goff, Chairman
White County Legislative Body

ATTEST:

Sasha Wilson, County Clerk

Approved the _____ day of December, 2023

Denny Wayne Robinson
White County Executive



WHITE COUNTY, TENNESSEE

RESOLUTION NO. 97-12-2023

A RESOLUTION TO DECLARE ITEMS AS SURPLUS PROPERTY

WHEREAS, White County has authority to declare items as surplus that are no longer deemed necessary or adequate to properly perform the duties of county government as prescribed by law, AND

WHEREAS, certain departments have requested approval of the county legislative body to have specific property declared as surplus property of the county.

NOW, THEREFORE BE IT RESOLVED, that the below schedule of property is hereby declared as surplus property of White County.

Department	Description	VIN
Sheriff	2013 Ford Explorer	1FM5K8AR4DGB28326
Jail	Bush Hog Lawn Mower	n/a
Jail	Husqvarna Lawn Mower	n/a
Jail	Kyocera Copy Machine	n/a
Jail	Speed Queen Dryer	0209001309
Jail	Speed Queen Washer	n/a
Jail	Southbend Double Stack Ovens	n/a
Jail	Hobart Dish Machine	12-1018-454
Jail	Tilting Kettle	n/a
Library	Konica Minolta Copy Machine	n/a

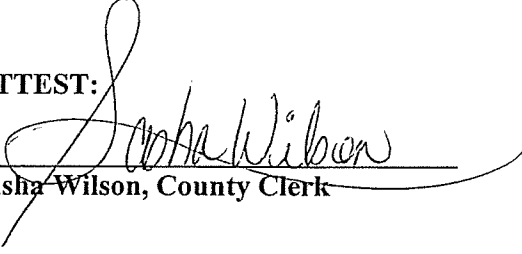
Motion made by Dakota White and seconded by J. K. Austin that the above resolution be adopted.

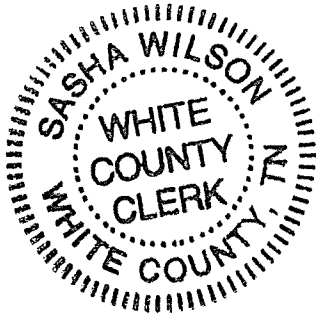
On roll call, the vote was recorded as follows:

AYES 12
NAYS

The above resolution was passed on the 18th day of December 2023.


ATTEST:


Sasha Wilson, County Clerk




Kyle Goff, Chairman
White County Legislative Body

Approved the 18 day of December, 2023


Denny Wayne Robinson
White County Executive

Motion was made by Commissioner Dakota White and seconded by Commissioner T.K Austin to approve Resolution 97-12-2023, To Declare Items as Surplus Property. Upon the roll being called the following voted.

YES

NO

ABSENT

Cain Rogers
Thomas Margeson
Jordan Cocke
Roger Mason
Becky Golden
Dakota White
T.K Austin
Robert McCormick
Chris Brewington
Larry Daniels
Derrick Hutchings
Kyle Goff

Lanny Selby
David Cranford



WHITE COUNTY, TENNESSEE

RESOLUTION NO. 98-12-2023 AMENDMENT AND RESTATEMENT OF INTERLOCAL AGREEMENT UPPER CUMBERLAND REGIONAL AIRPORT TO RESOLUTION NO. 05-07-92 AGREEMENT TO ESTABLISH UPPER CUMBERLAND REGIONAL AIRPORT

WHEREAS, the Upper Cumberland Regional Airport was created in 1992 by Resolution 05-07-92; and,

WHEREAS, the Airport Board has found the need to update and restate the Interlocal Agreement between White County, Putnam County, City of Sparta, and the City of Cookeville.

NOW THEREFORE BE IT RESOLVED, by the White County Legislative Body, meeting in a regularly scheduled meeting, that Resolution 05-07-92 be amended and restated as per the attached agreement.

BE IT FURTHER RESOLVED, that in the event of any discrepancy or divergence within the two agreements or where there appears to be a conflict, the latest addition written in 2023 shall prevail and will have jurisdiction and authority.

Motion made by Cair Rogers and seconded by J.K Austin that the above resolution be adopted.

On roll call, the vote was recorded as follows:

AYES 12
NAYS

The above resolution was passed on the 18th day of December 2023.

ATTEST:

Sasha Wilson
Sasha-Wilson, County Clerk



Kyle Goff
Kyle Goff, Chairman
White County Legislative Body

Approved the 18 day of December, 2023

Denny Wayne Robinson
Denny Wayne Robinson
White County Executive

**AMENDMENT AND RESTATEMENT OF INTERLOCAL AGREEMENT
UPPER CUMBERLAND REGIONAL AIRPORT**

This Amendment and Restatement of the Interlocal Agreement concerning the Upper Cumberland Regional Airport is entered into pursuant to Tenn. Code Ann. § 12-9-101, *et seq.*, by and among the governing bodies of the City of Cookeville, Tennessee; the City of Sparta, Tennessee; White County, Tennessee; and Putnam County, Tennessee, hereafter referred to as the “parties” or the “governmental entities” for the purpose of confirming the establishment and governance of the Upper Cumberland Regional Airport, also properly known as the Upper Cumberland Regional Airport Authority, and clarifying the powers and governance of same.

WHEREAS, the City of Sparta, Tennessee and White County, Tennessee previously owned and operated an airport in White County, Tennessee, known as the Sparta-White County Airport, also known as the Sparta-White County Airport Commission; and

WHEREAS, the City of Cookeville, Tennessee, and Putnam County, Tennessee, entered into a prior Interlocal Agreement, dated April 2, 1993, together with the City of Sparta, Tennessee, and White County, Tennessee, for the purpose of creating an independent entity to operate the airport from that time, which has existed and continues to exist as an independent legal entity, and operated the airport for over thirty (30) years; and continues to operate the airport, which entity is itself owned by these parties; and

WHEREAS, the independent entity has properly and interchangeably utilized the name Upper Cumberland Regional Airport Authority and Upper Cumberland Regional Airport since 1993, and continues to do so; and

WHEREAS, Tenn. Code Ann. § 12-9-101, *et seq.*, authorizes public agencies to enter into interlocal cooperation agreements; and

WHEREAS, Tenn. Code Ann. § 12-9-104 authorizes that all powers, privileges, or authority exercised or capable of exercise by any public agency in the State of Tennessee, may be exercised and enjoyed jointly with any other public agency in the State of Tennessee; and

WHEREAS, Tenn. Code Ann. § 42-5-201, *et seq.*, authorizes public agencies to enter into an agreement for the joint operation of an airport and airport facilities; and

WHEREAS, the parties hereto agree that it is appropriate to confirm and ratify the existing entity properly known as Upper Cumberland Regional Airport Authority, and also properly known as Upper Cumberland Regional Airport, and to confirm, clarify, and ratify the powers of this long-standing independent entity; and

WHEREAS, this Amendment and Reinstatement of the prior Interlocal Agreement, dated April 2, 1993, (Amendment and Restatement) does not create a new entity, transfer the operation of the airport from one entity to another, or create a new sponsor of the airport as that term is used in FAA Order 5190.6; 49 U.S.C. §§ 47105-47107; or the FAA Airport Improvement Program (AIP) Handbook, Chapter 2; or any other statute, law, regulation, or any other matter as that term is used and/or defined relating to creating a new entity, transferring the operation of the airport, or creating a new sponsor; but instead this Amendment and Restatement confirms the existence, powers, and nature of the longstanding existing separate legal entity created by these parties, which has been for over thirty (30) years and continues to be, the operator and sponsor of the airport, properly utilizing the names Upper Cumberland Regional Airport Authority and Upper Cumberland Regional Airport; and

WHEREAS, the existing entity Upper Cumberland Regional Airport Authority, also known as Upper Cumberland Regional Airport, is and has been continuously, for over thirty (30) years, this same public agency operating the public-use airport;

THEREFORE, in consideration of the mutual covenants contained herein, and the payment of funds as provided herein, the parties agree as follows:

1. RECITATIONS. The recitations set forth above are true and correct and incorporated herein by reference.

2. EXISTENCE AND RATIFICATION. The Interlocal Agreement, dated April 2, 1993 (1993 Interlocal Agreement), as amended from time to time, created and established the existing independent legal entity Upper Cumberland Regional Airport, also known as the Upper Cumberland Regional Airport Authority, is herein confirmed and ratified.

3. OWNERSHIP. The Upper Cumberland Regional Airport, also known as Upper Cumberland Regional Airport Authority, is owned by the parties hereto, in the following shares:

City of Sparta, Tennessee.....	25 percent
White County, Tennessee.....	25 percent
City of Cookeville, Tennessee.....	25 percent
Putnam County, Tennessee.....	25 percent

The real estate and property of the Upper Cumberland Regional Airport, also known as Upper Cumberland Regional Airport Authority, (and as may be hereafter acquired) is jointly owned by the parties hereto as tenants in common, in equal shares. The parties hereto specifically provide assurance of good title to all such property as public agencies, specifically confirming good title within the meaning of FAA Airport Sponsor Assurance #4.¹ In the event any of the above governmental entities creates a consolidated form of

¹ 49 U.S.C. § 47106(b)(1) provides that “the sponsor, a public agency, or the Government holds good title to the areas of the airport used.” Similarly, FAA Airport Sponsor Assurance #4 requires that a sponsor [Upper

government, it is agreed that the interests held by the governmental entity or entities shall be the property of the consolidated government held in shares with the other governmental entities as shown herein.

4. SEPARATE LEGAL ENTITY; NAME. The Upper Cumberland Regional Airport, also known as Upper Cumberland Regional Airport Authority, is a separate administrative entity created pursuant to an interlocal agreement. This Amendment and Restatement is intended to clarify and confirm that the entity created by the 1993 Interlocal Agreement has always been an independent, separate legal entity, which properly operates under the names Upper Cumberland Regional Airport Authority and Upper Cumberland Regional Airport (Upper Cumberland Regional Airport). These names may be and have been properly used interchangeably, either of which constitutes a valid legal name of the entity. The parties hereto ratify the use of both names each as proper legal names of the separate entity.

5. UPPER CUMBERLAND REGIONAL AIRPORT BOARD. It is agreed that the Upper Cumberland Regional Airport will be operated by a Board, appointed by the parties hereto. The Board will be known as the Upper Cumberland Regional Airport Board, hereinafter referred to as the "Airport Board". Except as otherwise provided in this Amendment and Restatement, the Airport Board will have nine (9) members. The governing body of each participating government entity will appoint one (1) member. The Mayor of each of the four parties (the City of Cookeville, Tennessee; the City of Sparta, Tennessee; White County, Tennessee; and Putnam County, Tennessee) will each serve on the Airport Board during his or her term of office.

The ninth member shall be one pilot representative whom shall be elected by a simple majority of tenants. The duration, terms, responsibility, and authority of such person shall be the same as for all other appointed Board Members. If at any time during this designee's term of appointment, he/she becomes an elected official in any of the four (4) participating government bodies, he/she shall immediately resign their position from the Board. This member shall be replaced no later than the next scheduled board meeting by a pilot, following the same election process as that which elected the outgoing individual.

Appointments. All appointed members shall be appointed for a term of three (3) years. Members may be appointed to succeed themselves, but no member shall be appointed for more than two (2) consecutive full terms. Vacancies shall be filled for the unexpired term of the vacating member by the appropriate governing body.

Officers. The Airport Board will elect a Chairman, Vice-Chairman, and a Secretary-Treasurer from the membership of the Board. Board officers will serve for a one (1) year term and may succeed themselves.

Cumberland Regional Airport Authority also known as Upper Cumberland Regional Airport] provide assurance that either "[i]t, a public agency or the Federal government, holds good title...." The parties hereto are public agencies and confirm and assure good title to the airport property operated by the existing sponsor: Upper Cumberland Regional Airport Authority also known as Upper Cumberland Regional Airport.

Meetings. The Airport Board will establish the time, date, and place of its regular meetings. Regular meetings will be held at least quarterly. Special meetings will be held at the call of the Chairman or upon written notice by a majority of the Board members. All meetings will be open to the public as required by the open meeting laws. The minutes of each meeting will be written and open for public inspection during normal business hours. A copy of said minutes shall also be provided to the Mayor of each governmental entity at the next airport board meeting or within ten (10) days after approval.

Quorum and Voting. A majority of the Airport Board will constitute a quorum for the purpose of conducting business. Action may be taken by the Airport Board upon a majority vote of the total Board membership and not simply by a majority of the Board members present at the meeting. The Airport Board will adopt rules of procedure for its own operation and may amend such rules and procedures as deemed appropriate or necessary by the Board.

Compensation. The members of the Airport Board will serve without compensation except that the members will be compensated for necessary expenses, including travel expenses, incurred by them in the discharge of their duties.

6. FINANCIAL MATTERS. The Upper Cumberland Regional Airport is intended to be a financially self-sustaining operation utilizing the revenues of the airport, including but not limited to fuel sales and rental income. Further, pursuant to 49 U.S.C. § 47106(a)(3), the Airport Board is empowered to utilize funds in the Joint Fund to pay the project costs required of the airport in connection with any project grant, to carry out the sponsor's duties in an AIP project application and grant agreements. Notwithstanding the foregoing, the parties have historically agreed to contribute equally to further support and grow the Upper Cumberland Regional Airport and herein agree to continue to equally contribute on an annual basis. Specifically, the parties agree that they will share equally in providing the annual operating budget of the Upper Cumberland Regional Airport. Financing for the acquisition of additional real property and additional capital improvements will be determined on a case-by-case basis, by unanimous agreement of the parties, as the need may arise.

Joint Fund Created. For the purpose of providing the Airport Board with funds for the necessary expenditures in carrying out the airport operations, a joint fund (the Joint Fund) will be created and maintained. Any federal, state, or other contributions or loans, and the revenues obtained from the operation of the Upper Cumberland Regional Airport will also be deposited in the Joint Fund. Disbursements from the Joint Fund will be made by order of the Airport Board, subject to the limitations of this Amendment and Restatement. The Airport Board will have authority to hold accounts in its own name.

Budget. The Airport Board shall create an annual operating budget on or before April 1 of each year and submit the same to the parties. The total expenditures of the Airport Board in any fiscal year will be determined by the budget approved by the Airport Board. The budget shall not exceed the amount of money in the Joint Fund. Further, no

purchase or expenditure in excess of the sums in the Joint Fund may be made by the Airport Board without the approval of the parties.

Purchasing. The Airport Board shall adopt rules and regulations concerning the purchasing procedure for airport purchases and contracts. The procedure must provide for public advertisement and competitive bidding of major purchases, and must conform with general laws concerning public purchases and contracts.

Accounting and Reporting. The Airport Board must conduct its financial affairs and maintain its records according to sound accounting practices. The Airport Board must file a quarterly financial report with the parties by providing a copy to each of the Mayors serving on the Board with a copy forwarded to the Clerk for each governmental entity.

Audit. An annual audit will be made for the purpose of ascertaining errors, irregularities or defaults. The audit will be made by the State Comptroller or a private certified public accountant, agreed upon by the parties.

Revenue Bonds and Loans. The Airport Board is authorized to issue revenue bonds from the revenues of the airport. Prior to the issuance of revenue bonds, the Airport Board will give written notice by certified mail to the chief executive of the parties hereto, who shall each have forty-five (45) days from the date of the notice to disapprove the issuance of such revenue bonds. The notice shall include a statement of this right and deadline at the beginning of the notice. Should no disapproval be made by the governing body of the parties during this time, the Airport Board is authorized to proceed to take steps to cause the issuance of such revenue bonds. The Airport Board is separately authorized to incur loans or other indebtedness secured by the revenues of the airport, including any loan from USDA.

7. OPERATION BY THE AIRPORT BOARD. Except as limited by this Amendment and Restatement or by state or federal laws or regulations, the Airport Board shall have the power to plan, acquire, establish, develop, construct, enlarge, improve, maintain, equip, operate, regulate, protect, and police the Upper Cumberland Regional Airport, including the authority to hire employees of the Airport Board. The Airport Board may exercise, on behalf of the parties, all powers of each as provided in Title 42, Chapter 5, Parts 1 and 2, of the Tennessee Code Annotated, with respect to the airport, air navigation facility, airport hazard or navigation easement, subject to the limitations of this Agreement and the limitations of Tenn. Code Ann. § 42-5-204. No airport funds will be used for anything other than operation of the airport.

Contracts and Leases. In operating the airport, the Airport Board may enter into any contracts, leases, agreements, grants, or other arrangements, subject to the limitations of this Agreement or any limitations of any state or federal grants. These arrangements may be either exclusive or in common with others so long as the public is not deprived of its rightful use thereof, and shall be at all times in compliance with state and federal law.

Charges, Rental, and Fees. In each case the Airport Board may establish the terms and conditions and fix the charges, rental, or fees for the privileges, uses or services, and use of buildings or structures, which will be reasonable and uniform.

Management Contracts. The Airport Board is authorized to contract with a qualified person to manage the fixed base operations of the airport. The Airport Board will determine the consideration and conditions of the management contract; provided, that the airport shall be operated as a public airport and the manager shall not enter into any contracts, leases or other arrangements in connection with the operation of the airport which the Airport Board has not authorized or approved. The manager will take his or her direction from the Chairman of the Board. The Chairman will speak for the Airport Board and convey the will and directions of the Airport Board to the manager, so long as it is strictly compliant with all applicable state and federal laws.

Airport Management. The Airport Board is empowered to hire an Executive Director to carry out the directives of the board and its chairperson, execute board approved documents, and other duties outlined below concurrent with operation of the airport. In the event the airport is operating an FBO under its exclusive rights provision as allowed under Order 5190.6, the director shall hire and equip the personnel to provide services required of said FBO operation. The director shall employ the proper personnel and resources to ensure compliance with part 139 should the airport be so certified. The Airport Board is authorized to designate the duties and authority of the Executive Director by appropriate resolution.

Other Operations. The Airport Board shall possess all authority granted under Tenn. Code Ann. § 42-5-110, regarding the operation of the airport.

Additional Powers. Without limiting the foregoing, the Airport Board has the legal authority and is empowered to apply for federal grants and grants through agencies of the State of Tennessee, and to execute projects contemplated by such grants, on behalf of the separate entity Upper Cumberland Regional Airport Authority / Upper Cumberland Regional Airport, to finance and carry out proposed projects, and is further empowered to provide a grant assurance concerning this existence and legal authority to TDOT and/or the FAA, including specifically 49 U.S.C. § 47106(a)(5), and FAA Airport Sponsor Assurance #2. The Airport Board is further empowered to take appropriate action necessary to satisfy all required grant assurances in connection with any TDOT grant or federal grant, including specifically those assurances #1 through #39 in the FAA Airport Sponsor Assurances dated May 2022. In no event will this Amendment and Restatement be deemed an obligation by the parties hereto to expend any funds or make any specific conveyance of their interest in any property, engage in eminent domain, or waive any portion of their sovereign immunity, without specific, separate approval of the parties hereto. Nothing herein will limit the power of the parties to take action of their own to join in or support the airport's application for any grant.

8. LIMITATIONS ON THE AIRPORT BOARD. Eminent Domain. Eminent Domain proceedings may be instituted only by authority of the appropriate governmental entity, with the unanimous agreement of the parties and the recommendation of the Airport Board.

Disposal of Real Property. The Airport Board shall not dispose of any real property under its jurisdiction except with the consent of the participating governmental entities. Title to all airport real property will be held in the name of the participating governmental entities as tenants in common.

Rules and Regulations. No rule or regulation adopted by the Airport Board shall be inconsistent with, or contrary to, any act of the Congress of the United States, or the laws of this state, or any regulations or standards established pursuant thereto.

9. AIRPORT ZONING. The parties agree that it is in the public interest to prevent the creation of airport hazards and therefore agree that White County and Putnam County shall proceed to adopt and enforce reasonable airport zoning regulations as authorized by Tenn. Code Ann. § 42-6-101 *et seq.* White County, Tennessee, or Putnam County, Tennessee may call on the other parties for assistance in preparing the zoning resolution.

10. LIABILITY OF THE AIRPORT BOARD AND THE PARTIES. For purposes of the Governmental Tort Liability Act, Tenn. Code Ann. § 29-20-101 *et seq.*, the Airport Board is declared to be a governmental entity, as defined in Tenn. Code Ann. § 29-20-102 (3). The members of the Airport Board are declared to be immune from suits arising from the conduct of the affairs of the Board, as provided in Tenn. Code Ann. § 29-20-201, except when such conduct amounts to willful, wanton, or gross negligence. The liability limits, in civil cases arising out of the operation of the Upper Cumberland Regional Airport, shall be as provided by Tenn. Code Ann. § 29-20-403. Recovery, in any one occurrence, is limited to a single application of the liability limits established in Tenn. Code Ann. § 29-20-403, and the liability limits of the individual participating governmental entities will not be stacked or combined in any way that would create potential for greater recovery.

The Airport Board is authorized to employ legal counsel or to utilize the services of an attorney or the attorneys of the individual parties. If the legal services of an attorney retained by one of the parties are to be used, the Airport Board must first obtain the agreement of that party. If the anticipated cost of necessary legal services is not included in the budget of the Upper Cumberland Regional Airport, then the Airport Board must obtain approval for such legal services from the parties. The Airport Board is also authorized to obtain insurance, with the agreement of the parties, as deemed necessary.

11. AMENDMENT AND TERMINATION OF AGREEMENT.

Duration and Amendments. The duration of this Agreement is perpetual. Amendments to the Agreement must be approved by the governing body of each participating governmental entity.

Withdrawal by a Party. A participating governmental entity may withdraw from the Agreement at any time provided that it first gives ninety (90) days written notice. The specific terms of such withdrawal will be negotiated between the withdrawing party and the remaining parties to the Agreement. Provided, however, that the parties to this Agreement stipulate that (1) a withdrawing party shall not be compensated or reimbursed for its interest in the airport properties or its contributions to the Joint Fund, and (2) the ownership interest of the withdrawing party shall be divided equally among the remaining parties.

Upon the withdrawal by a governmental entity, the withdrawing governmental entity shall no longer be entitled to membership on the Airport Board and the membership of the Airport Board shall be reduced accordingly. Further, the chief executive officer of the withdrawing governmental entity shall not be entitled to membership on the Airport Board.

Parties Ceasing to Make Contribution. If a party to this Amendment and Restatement ceases to make its contribution to the annual operating budget of the Upper Cumberland Regional Airport, that party will lose the right to be represented on the Airport Board and a vacancy will be deemed to have occurred with respect to that party's member on the Board. In that event, the remaining contributing parties shall appoint an interim member from among the contributing parties to serve on the Airport Board until the reinstatement or withdrawal of the non-contributing party. If the non-contributing party's chief executive officer also is serving on the Airport Board at the time, that position also will be deemed vacant. A non-contributing party may regain its representation on the Airport Board by agreement of the other parties according to terms specified in a reinstatement agreement.

If a non-contributing party's failure to make its contribution to the annual operating budget of the Upper Cumberland Regional Airport continues for more than one (1) year without the reinstatement of that party, that non-contributing party shall be deemed to have withdrawn from this Agreement and shall lose its ownership interest in the airport properties, its contributions, and its membership on the Airport Board as specified in this Section 11.

Termination of the Agreement. This Amendment and Restatement will be terminated by agreement of the parties or when all but one of the parties have withdrawn from the Agreement.

12. EFFECTIVE DATE. This Amendment and Restatement shall take effect after its terms have been approved by the governing bodies of all participating governmental entities which are a party hereto.

IN WITNESS WHEREOF the City of Sparta, Tennessee, White County, Tennessee, the City of Cookeville, Tennessee, and Putnam County, Tennessee, have caused their duly authorized representatives to execute and deliver this Amendment and Restatement on this the ____ day of _____, 2023.

THE CITY OF SPARTA, TENNESSEE

Attest: _____ By: _____

Title: _____ Its: _____

WHITE COUNTY, TENNESSEE

Attest: _____ By: _____

Title: _____ Its: _____

THE CITY OF COOKEVILLE,
TENNESSEE

Attest: _____ By: _____

Title: _____ Its: _____

PUTNAM COUNTY, TENNESSEE

Attest _____ By: _____

Title _____ Its _____

Motion was made by Commissioner Cain Rogers and seconded by Commissioner T.K Austin to approve Resolution 98-12-2023, Amendment and Restatement of Interlocal Agreement Upper Cumberland Regional Airport to Resolution No. 05-07-92 Agreement to Establish Upper Cumberland Regional Airport. Upon the roll being called the following voted.

YES	NO	ABSENT
Kyle Goff		Lanny Selby
Larry Daniels		David Cranford
Cain Rogers		
Chris Brewington		
Dakota White		
Robert McCormick		
Becky Golden		
Derrick Hutchings		
Jordan Cocke		
Roger Mason		
Thomas Margeson		
T.K Austin		



WHITE COUNTY, TENNESSEE

RESOLUTION NO. 99-12-2023 RESOLUTION TO AUTHORIZE EXECUTION OF CONTRACT FOR EMS BILLING SERVICES

WHEREAS, White County EMS has used electronic patient care records since 2010 and third-party billing services since 2013, AND

WHEREAS, from time to time, it is beneficial to re-solicit EMS billing service proposals in order to maximize efficiency and reduce costs, AND

WHEREAS, White County conducted a formal request for proposals process in November 2023, which resulted in EMS Management & Consultants (EMS-MC) being selected as the most qualified and advantageous proposer for third-party billing services, AND

WHEREAS, White County finds it advantageous to enter a contract for EMS billing services with EMS-MC for an initial three (3) year period, beginning on February 1, 2024

NOW THEREFORE, IT IS HEREBY RESOLVED, that the County Executive is authorized to execute a contractual agreement with EMS Management & Consultants for EMS billing in substantially the form attached hereto.

BE IT FURTHER RESOLVED, that each of the officers of White County are hereby authorized to take all such additional steps as may be necessary to consummate the foregoing, and all actions heretofore taken in that regard are hereby ratified and approved.

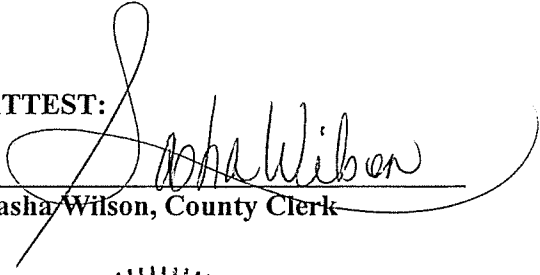
Motion made by Chris Breuington and seconded by Wakota White that the above resolution be adopted.

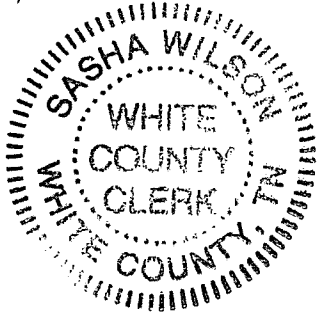
On roll call, the vote was recorded as follows:


AYES 12
NAYS

The above resolution was passed on the 18th day of December 2023.

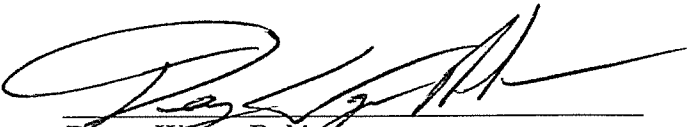
ATTEST:


Sasha Wilson, County Clerk




Kyle Goff, Chairman
White County Legislative Body

Approved the 18 day of December, 2023


Denny Wayne Robinson
White County Executive

BILLING SERVICES AGREEMENT

THIS BILLING SERVICES AGREEMENT (hereinafter "Agreement"), is entered into this _____ day of _____ between EMS MANAGEMENT & CONSULTANTS, INC. (hereinafter "EMS|MC") and WHITE COUNTY, (hereinafter "Client").

WITNESSETH:

WHEREAS, EMS|MC is an ambulance billing service company with experience in providing medical billing and collection services to medical transport providers, including fire and rescue and emergency medical service (EMS) providers; and

WHEREAS, Client is normally engaged in the business of providing emergency medical services, and billable medical transportation services; and

WHEREAS, Client wishes to retain EMS|MC to provide medical billing, collection and related services as set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual agreements described below and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. ENGAGEMENT.

a. During the term of this Agreement, EMS|MC shall provide routine billing, bill processing and fee collection services reasonably required and customary for service providers of similar size and situation to Client (the "Revenue Cycle Management Services" or "RCM Services"). The RCM Services shall include: (1) preparing and submitting initial and secondary claims and bills for Client to insurers and others responsible for payment; (2) performing reasonable and diligent routine collection efforts to secure payments from primary and secondary payers and patients or other entities, (as EMS|MC, in its sole discretion deems appropriate); (3) issuing up to three patient statements for all unpaid balances; and (4) referring accounts which have not been collected during EMS|MC normal billing cycle to an outside collection agency if so directed by Client.

b. EMS|MC shall provide to Client software and hardware in accordance with Exhibits A and B, respectively.

c. Collectively, the RCM Services, any applicable Software and Hardware and any other services that EMS|MC provides to Client shall be referred to as the "Services".

2. EMS|MC Responsibilities.

a. EMS|MC will provide the RCM Services in material compliance with all applicable state and federal laws and regulations.

b. EMS|MC will submit all "Completed Claims" to the applicable third-party payer. A "Completed Claim" is a claim for emergency medical services and billable medical transportation services that (i) is received by EMS|MC and supported by an ePCR record that contains all necessary and accurate information; (ii) has been reviewed and any identified issues sent to Client for remediation have been rectified; (iii) is for a patient encounter that has been electronically signed off by Client in the ePCR; (iv) has been reviewed by Client and deemed ready for billing; and (v) is not subject to a billing hold. EMS|MC will not have any responsibility for any adverse impact to Client that may result from any delay of Client in completing claims.

c. Accounts with outstanding balances after the insurance and/or third-party payer has determined benefits due will be billed by EMS|MC to the patient. EMS|MC will send up to three patient statements to the patient or responsible party, except as to those accounts on which an insurance carrier or third-party payer has accepted responsibility to pay. Once Client has submitted all necessary information, EMS|MC will bill all uninsured patients directly.

d. Within ten (10) business days of the last business day of the month, EMS|MC will provide to Client a month end report, which shall include an account analysis report, aging report and accounts receivables reconciliation report for the previous month. Deposit reports will be provided daily.

e. During the term of this Agreement, EMS|MC shall maintain, provide appropriate storage and data back-up for all billing records pertaining to the RCM Services provided by EMS|MC hereunder. Upon at least five (5) business days' prior written notice, EMS|MC shall make such records accessible to Client during EMS|MC business hours. Upon termination of this Agreement, trip data pertaining to the RCM Services shall be returned to Client. Notwithstanding anything to the contrary herein, Client acknowledges and agrees that EMS|MC is not a custodian of clinical records nor a clinical records repository. Client is responsible for maintaining all clinical records in accordance with Section 3(d).

f. EMS|MC shall notify Client of (i) all patient complaints about clinical services within five (5) business days of receipt; (ii) all patient complaints about billing within ten

(10) business days of receipt; and (iii) all notices of audit, requests for medical records or other contacts or inquiries out of the normal course of business from representatives of Medicare, Medicaid or private payers with which Client contracts or any law enforcement or government agency ("Payer Inquiries") within ten (10) business days of receipt, unless such agency prohibits EMS|MC from disclosing its inquiry to Client.

g. EMS|MC will reasonably assist Client in responding to Payer Inquiries which occur in the normal course of Client's business and arise from EMS|MC's provision of the Services. If EMS|MC, in its sole discretion, determines that (i) Client is excessively utilizing EMS|MC's assistance in responding to Payer Inquiries, (ii) a Payer Inquiry is outside the normal course of Client's business; or (iii) a Payer Inquiry does not arise from the Services provided by EMS|MC, EMS|MC may charge Client, and Client shall pay, for any assistance provided by EMS|MC at EMS|MC's then current hourly rates.

h. EMS|MC is appointed as the agent of Client under this Agreement solely for the express purposes of this Agreement relating to billing and receiving payments and mail, receiving and storing documents, and communicating with hospitals and other entities to facilitate its duties. EMS|MC will have no authority to pledge credit, contract, or otherwise act on behalf of Client except as expressly set forth herein.

i. As to all payments received from Medicare, Medicaid and other government funded programs, the parties specifically acknowledge that EMS|MC will only prepare claims for Client and will not negotiate checks payable or divert electronic fund transfers to Client from Medicare, Medicaid or any other government funded program. All Medicare, Medicaid and any other government funded program payments, including all electronic fund transfers, will be deposited directly into a bank account designated by Client to receive such payments and as to such account only Client, through its officers and directors, shall have access.

j. The Services provided by EMS|MC to Client under this Agreement are conditioned on Client's fulfillment of the responsibilities set forth in this Agreement.

k. EMS|MC shall have no responsibility to provide any of the following services:

- i. Determining the accuracy or truthfulness of documentation and information provided by Client;
- ii. Providing services outside the EMS|MC billing system;
- iii. Submitting any claim that EMS|MC believes to be inaccurate or fraudulent; or

- iv. Providing any service not expressly required of EMS|MC by this Agreement.

I. For Client's service dates that occurred prior to the mutually agreed go live date for the Services, Client agrees and understands that EMS|MC is not responsible for any services including, but not limited to, submitting claims or managing any denials, refunds or patient calls. As between Client and EMS|MC, Client is fully responsible for the proper billing and accounting of any remaining balances related to service dates that occurred prior to such go live date.

3. RESPONSIBILITIES OF CLIENT. The following responsibilities of Client are a condition of EMS|MC's services under this Agreement, and EMS|MC shall have no obligation to provide the Services to the extent that Client has not fulfilled these responsibilities:

- a. Client will pay all amounts owed to EMS|MC under this Agreement.
- b. Client will implement standard commercially reasonable actions and processes as may be requested by EMS|MC from time-to-time to allow EMS|MC to properly and efficiently provide the RCM Services. These actions and processes include, but are not limited to, the following:
 - i. Providing EMS|MC with complete and accurate demographic and charge information necessary for the processing of professional and/or technical component billing to third parties and/or patients including, without limitation, the following: patient identification (name, address, phone number, birth date, gender); guarantor identification and address; insurance information; report of services; special claim forms; pre-authorization numbers; and such additional information as is requested by EMS|MC;
 - ii. Providing EMS|MC with complete and accurate medical record documentation for each incident or patient service rendered for reimbursement, which is necessary to ensure proper billing and secure claim payment;
 - iii. Providing EMS|MC, in a timely manner, with Patient Care Reports (PCRs) that thoroughly detail the patient's full medical condition at the time of service and include a chronological narrative of all services and treatment rendered;

- iv. Obtaining authorizations and signatures on all required forms, including consent to treat, assignment of benefits, release of information and claims;
- v. Obtaining physician certification statements (PCS) forms for all non-emergency transports and other similar medical necessity forms or prior authorization statements as deemed necessary by the payer;
- vi. Obtaining or executing all forms or documentation required by Medicare, Medicaid, CHAMPUS, and any other payer or insurance carriers to allow EMS|MC to carry out its billing and other duties under this Agreement; and
- vii. Implementing reasonable and customary charges for complete, compliant billing.

c. Client represents and warrants that the PCR and any and all associated medical records, forms and certification statements provided to EMS|MC are true and accurate and contain only factual information observed and documented by the attending field technician during the course of the treatment and transport.

d. Client shall maintain Client's own files with all original or source documents, as required by law, and only provide to EMS|MC copies of such documents. Client acknowledges that EMS|MC is not the agent of Client for storage of source documentation.

e. Client will provide EMS|MC with a copy of any existing billing policy manuals or guidelines, Medicare or Medicaid reports, or any other record or document related to services or billing of Client's accounts.

f. Client will report to EMS|MC within ten (10) business days of payments received directly by Client, and promptly notify EMS|MC of any cases requiring special handling or billing. Client shall advise EMS|MC of any Payer Inquiries within ten (10) business days of receipt.

g. Client shall ensure that any refunds posted by EMS|MC are actually issued and paid to the patient, insurer, or other payer as appropriate.

h. Client agrees to provide EMS|MC with administrative access to the ePCR system or similar access in order to run reports and review documents and attachments to better service Client's account.

i. Client shall provide EMS|MC with access to its facilities and personnel for the purpose of providing on-site and/or online training to such personnel. Client shall cooperate with EMS|MC and facilitate any training that EMS|MC wishes to provide.

j. Client shall complete EMS|MC's online training course within 90 days of the contract start date and all new hires will complete EMS|MC's online documentation training within 90 days of hire date. Newly developed training materials by EMS|MC should be mutually agreed upon by the parties to be required training.

k. Client shall comply with all applicable federal, state, and local laws, rules, regulations, and other legal requirements that in any way affect this Agreement or the duties and responsibilities of the parties hereunder.

4. EMS|MC WEB PORTALS.

a. EMS|MC shall provide Client and those individuals appointed by Client ("Users") with access to EMS|MC Web Portals (the "Portals"), which shall be subject to the applicable Terms of Use found on the Portals. To be appointed as a User, the individual must be an employee of Client or otherwise approved by Client and EMS|MC. Client is responsible for all activity of Users and others accessing or using the Portals through or on behalf of Client including, but not limited to, ensuring that Users do not share credentials for accessing the Portals. Client is also responsible for (i) identifying individuals who Client determines should be Users; (ii) determining and notifying EMS|MC of each User's rights; (iii) monitoring Users' access to and use of the Portals; (iv) acting upon any suspected or unauthorized access of information through the Portals; (v) ensuring each User's compliance with this Agreement and the Terms of Use governing the use of the Portals; and (vi) notifying EMS|MC to deactivate a User account whenever a User's employment, contract or affiliation with Client is terminated or Client otherwise desires to suspend or curtail a User's access to and use of the Portals. Client agrees to follow best practices to ensure compliance with this provision.

b. Client acknowledges that EMS|MC may suspend or terminate any User's access to the Portals (i) for noncompliance with this Agreement or the applicable Terms of Use; (ii) if such User poses a threat to the security or integrity of the Portals or information available therein; (iii) upon termination of Client; or (iv) upon notice of suspension or termination of such User by Client. Client may suspend or terminate a User's access to the Portals at any time.

5. COMPENSATION OF EMS|MC.

a. Client shall pay a fee for the Services of EMS|MC hereunder, on a monthly basis, in an amount equal to 3.35% percent, of "Net Collections" and 20% percent for

Delinquent Account Collections, as defined below (the "RCM Fee"). Net Collections shall mean all cash and check amounts including electronic fund transfers (EFTs) received by EMS|MC from payers, patients, attorney's offices, court settlements, collection agencies, government institutions, debt set-off programs, group health insurance plans, private payments, credit cards, healthcare facilities or any person or entity submitting funds on a patient's account, or any amounts paid directly to Client with or without the knowledge of EMS|MC that are paid, tendered, received or collected each month for Client's transports, less refunds processed or any other necessary adjustments to those amounts. Price adjustments for such services shall be allowed at the completion of each contract year. Price adjustments shall not exceed the change in the average of the Consumer Price Index (CPI) for all Urban Consumers, Not Seasonally Adjusted, Area: U.S. city average, Item: All item, Base Period: 1982-84=100 over the twelve months prior.

b. EMS|MC shall submit an invoice to Client by the tenth (10th) day of each month for the Compensation due to EMS|MC for the previous calendar month. The Compensation amount reflected on the invoice shall be paid in full by the 20th day of the month in which the invoice is first presented to Client (the "Payment Date"). Such amount shall be paid without offset unless the calculation of the amount is disputed in good faith, in which case Client shall pay the undisputed amount and shall provide EMS|MC with detailed written notice of the basis for the disputed portion no later than the Payment Date. Any invoices not disputed in writing by the Payment Date shall be deemed "undisputed" for all purposes of the Agreement. All invoices are to be paid directly from Client's banking institution to EMS|MC via paper check, direct deposit or ACH draft initiated by EMS|MC into EMS|MC's bank account.

c. A one-time late fee of 5% shall be added to any invoices that remain unpaid by the 5th day of the calendar month following the Payment Date. Interest shall begin to accrue on all unpaid balances starting thirty (30) days after the presentment of said invoice for any unpaid balances at the rate of 1½% per month or the highest rate allowed under applicable law, whichever is lower. Client shall be responsible for all costs of collection incurred by EMS|MC or others in attempting to collect any amounts due from Client under this Agreement, including, but not limited to, reasonable attorney fees.

d. In the event of a material change to applicable law, the billing process and/or scope of Services provided in this Agreement or a material difference in any of the patient demographics provided by the Client and set forth in Exhibit C, EMS|MC reserves the right to negotiate a fee change with Client and amend this Agreement accordingly or terminate this Agreement.

e. EMS|MC may, in its sole discretion, immediately cease to provide Services for Client should the outstanding balance owed to EMS|MC become in arrears. Claims processing will not resume until all outstanding balances are paid in full or arrangements approved by EMS|MC have been made to wholly resolve any outstanding balances.

6. TERM OF AGREEMENT.

a. This Agreement shall be effective commencing on February 1, 2024, and shall thereafter continue through January 31, 2027, ("Initial Term"). This Agreement shall be binding upon the parties hereto and their respective successors, assigns, and transferees. The Agreement shall automatically renew on the same terms and conditions as stated herein, for successive one (1) year terms (each a "Renewal Term"), unless either party gives written notice of intent not to renew at least 60 days before expiration of any term. Notwithstanding anything herein to the contrary, this Agreement may be terminated under the provisions provided below. (The Initial Term and any Renewal Terms are referred to as the "Term".)

b. **Termination for Cause.** Notwithstanding Section 6(a), either party may terminate this Agreement if the other party materially breaches this Agreement, unless (i) the breaching party cures the breach within 10 days following receipt of notice describing the breach in reasonable detail, or (ii) with respect to a breach which may not reasonably be cured within a 10-day period, the breaching party commences, is diligently pursuing cure of, and cures the breach as soon as practical following receipt of notice describing the breach in reasonable detail.

c. **Termination without Cause.** The Client may terminate this Agreement at any time for any reason upon 90 days written notice.

d. **Immediate Termination.** Either party may terminate this Agreement immediately as a result of the following:

- i. Failure of Client to make timely payments due under this Agreement;
- ii. Injury to any customer, independent contractor, employee or agent of the other party hereto arising from the gross negligence or willful misconduct of a party;
- iii. Harassment of any employee or contractor of a party or commitment of any act by a party which creates an offensive work environment; or
- iv. Commitment of any unethical or immoral act which harms the other party or could have the effect of harming the other party.

7. RESPONSIBILITIES UPON TERMINATION.

a. Subject to Client's payment of all amounts due hereunder, upon any termination of this Agreement, and during the period of any notice of termination, EMS|MC will make available to Client or its authorized representatives data from the billing system regarding open accounts in an electronic format, and will otherwise reasonably cooperate and assist in any transition of the Services to Client, or its successor billing agent. Upon request, EMS|MC will provide to Client trip data associated with the claims submitted by EMS|MC on behalf of Client pursuant to this Agreement. EMS|MC shall retain financial and billing records not tendered or returned to Client on termination hereof for at least ten (10) years following the date of service.

b. Following termination of this Agreement, for a period of ninety (90) days (the "Wind Down"), EMS|MC will continue its billing and collection efforts as to those accounts with dates of services prior to termination, subject to the terms and conditions of this Agreement including, but not limited to, Section 5. Client will continue to provide EMS|MC with copies of checks and payments on those accounts which were filed by EMS|MC under this Agreement. EMS|MC shall have no further responsibilities as to such accounts after the Wind Down; however, EMS|MC shall be entitled to compensation as provided in Section 5(a) for such amounts filed by EMS|MC, regardless of whether such amounts are collected by Client during or after the Wind Down period. During the Wind Down and for up to twelve months following termination of this Agreement, EMS|MC shall continue to make the Portals available to Client, subject the applicable Terms of Use. Notwithstanding the foregoing, in the event EMS|MC terminated this Agreement pursuant to Sections 6(b) or 6(c), EMS|MC shall have no obligation to provide any Services after the date of termination.

8. EXCLUSIVITY AND MISCELLANEOUS BILLING POLICIES.

a. During the term of this Agreement, EMS|MC shall be Client's exclusive provider of the RCM Services. Client may not directly file, submit or invoice for any medical or medical transportation services rendered while this Agreement is in effect.

b. In addition, Client agrees not to collect or accept payment for services from any patient unless the service requested does not meet coverage requirements under any insurance program in which the patient is enrolled or the patient is uninsured. Payments received directly by Client for these services must be reported to EMS|MC as provided in Section 3(f) hereof and shall be treated as Net Collections for purposes of Section 5(a) hereof.

c. In compliance with CMS regulations, Medicare patients will not be charged by Client a higher rate or amount for identical covered services charged to other insurers

or patients. Accordingly, only one fee schedule shall exist and be used in determining charges for all patients regardless of insurance coverage.

d. EMS|MC reserves the right not to submit a claim for reimbursement on any patient in which the PCR and/or associated medical records are incomplete or appear to be inaccurate or do not contain enough information to substantiate or justify reimbursement. This includes missing patient demographic information, insurance information, Physician Certification Statements (PCS) or any required crew and/or patient signatures, or otherwise contradictory medical information.

e. Client shall implement and maintain a working compliance plan ("Compliance Plan") in accordance with the most current guidelines of the U.S. Department of Health and Human Services ("HHS"). The Compliance Plan must include, but not be limited to, formal written policies and procedures and standards of conduct, designation of a compliance officer, quality assurance policy and effective training and education programs.

f. In accordance with the HHS Office of Inspector General ("OIG") Compliance Program Guidance for Third-Party Medical Billing Companies, EMS|MC is obligated to report misconduct to the government, if EMS|MC discovers credible evidence of Client's continued misconduct or flagrant, fraudulent or abusive conduct. In the event of such evidence, EMS|MC has the right to (a) refrain from submitting any false or inappropriate claims, (b) terminate this Agreement and/or (c) report the misconduct to the appropriate authorities.

9. NON-INTERFERENCE/NON-SOLICITATION OF EMS|MC EMPLOYEES.

Client understands and agrees that the relationship between EMS|MC and each of its employees constitutes a valuable asset of EMS|MC. Accordingly, Client agrees that both during the term of this Agreement and for a period beginning on the date of termination of this Agreement, whatever the reason, and ending three (3) years after the date of termination of this Agreement (the "Restricted Period"), Client shall not, without EMS|MC's prior written consent, directly or indirectly, solicit or recruit for employment; attempt to solicit or recruit for employment; or attempt to hire or accept as an employee, consultant, contractor, or otherwise, or accept any work from EMS|MC's employees with whom Client had material contact during the term of this Agreement, in any position where Client would receive from such employees the same or similar services that EMS|MC performed for Client during the term of this Agreement. Client also agrees during the Restricted Period not to unlawfully urge, encourage, induce, or attempt to urge, encourage, or induce any employee of EMS|MC to terminate his or her employment with EMS|MC. Client has carefully read and considered the provisions of Section 9 hereof,

and having done so, agrees that the restrictions set forth in such section (including, but not limited to, the time period) are fair and reasonable and are reasonably required for the protection of the legitimate interests of EMS|MC, its officers, directors, shareholders, and employees.

10.PRIVACY.

a. *Confidentiality.* The Parties acknowledge that they will each provide to the other Confidential Information as part of carrying out the terms of this Agreement. EMS|MC and Client will be both a Receiving Party and a Disclosing Party at different times. The Receiving Party agrees that it will not (i) use any such Confidential Information in any way, except for the exercise of its rights and performance of its obligations under this Agreement, or (ii) disclose any such Confidential Information to any third party, other than furnishing such Confidential Information to its employees, consultants, and subcontractors, who are subject to the safeguards and confidentiality obligations contained in this Agreement and who require access to the Confidential Information in the performance of the obligations under this Agreement. In the event that the Receiving Party is required by applicable law to make any disclosure of any of the Disclosing Party's Confidential Information, by subpoena, judicial or administrative order or otherwise, the Receiving Party will first give written notice of such requirement to the Disclosing Party, and will permit the Disclosing Party to intervene in any relevant proceedings to protect its interests in the Confidential Information, and provide full cooperation and assistance to the Disclosing Party in seeking to obtain such protection, at the Disclosing Party's sole expense. "Confidential Information" means the provisions of the Agreement (including, but not limited to, the financial terms herein) and any information disclosed by a Party (the "Disclosing Party") to the other Party (the "Receiving Party"). Information will not be deemed Confidential Information hereunder if the Receiving Party can prove by documentary evidence that such information: (a) was known to the Receiving Party prior to receipt from the Disclosing Party directly or indirectly from a source other than one having an obligation of confidentiality to the Disclosing Party; (b) becomes known (independently of disclosure by the Disclosing Party) to the Receiving Party directly or indirectly from a source other than one having an obligation of confidentiality to the Disclosing Party; (c) becomes publicly known or otherwise ceases to be secret or confidential, except through a breach of this Agreement by the Receiving Party; or (d) is independently developed by the Receiving Party without the use of any Confidential Information of the Disclosing Party.

b. *HIPAA Compliance.* The parties agree to comply with the Business Associate Addendum, attached hereto and incorporated by reference herein as Attachment 1, documenting the assurances and other requirements respecting the use

and disclosure of Protected Health Information. It is Client's responsibility to ensure that it obtains all appropriate and necessary authorizations and consents to use or disclose any individually identifiable health information in compliance with all federal and state privacy laws, rules and regulations, including but not limited to the Health Insurance Portability and Accountability Act. In the event that this Agreement is, or activities permitted or required by this Agreement are, inconsistent with or do not satisfy the requirements of any applicable privacy or security law, rule or regulation, the parties shall take any reasonably necessary action to remedy such inconsistency.

11. DISCLAIMERS, LIMITATIONS OF LIABILITY AND DISPUTE RESOLUTION

a. Each Party acknowledges that the liability limitations and warranty disclaimers in the Agreement are independent of any remedies hereunder and shall apply regardless of whether any remedy fails of its essential purpose. Client acknowledges that the limitations of liability set forth in this Agreement are integral to the amount of consideration offered and charged in connection with the Services and that, were EMS|MC to assume any further liability other than as provided in the Agreement, such consideration would of necessity be set substantially higher.

b. EMS|MC and Client acknowledge and agree that despite their best efforts, billing errors may occur from time to time. Each party will promptly notify the other party of the discovery of a billing error. EMS|MC's sole obligation in the event of a billing error will be to correct the error by making appropriate changes to the information in its system, posting a refund if appropriate, and re-billing the underlying claim if permissible.

c. Except for any express warranty provided herein or in the applicable exhibit, the services are provided on an "as is," "as available" basis. Client agrees that use of the services is at client's sole risk; and, to the maximum extent permitted by law, EMS|MC expressly disclaims any and all other express or implied warranties with respect to the services including, but not limited to, warranties of merchantability, fitness for a particular purpose, title, non-infringement or warranties alleged to arise as a result of custom and usage.

d. A "Claim" is defined as any claim or other matter in dispute between EMS|MC and Client that arises from or relates in any way to this Agreement or to the Services, hardware, software, or data provided by EMS|MC hereunder, regardless of whether such claim or matter is denominated as a contract claim, tort claim, warranty claim, indemnity claim, statutory claim, arbitration demand, or otherwise.

e. To the fullest extent allowed by law, the total liability of EMS|MC to Client regarding any and all Claims shall be capped at, and shall in no event exceed, the total fees paid by Client to EMS|MC under this Agreement in the twelve (12) months prior to

the event giving rise to the Claim (the "Liability Cap"). All amounts that may be potentially awarded against EMS|MC in connection with a Claim are included in and subject to the Liability Cap and shall not cause the Liability Cap to be exceeded, including, without limitation, all direct compensatory damages, interest, costs, expenses, and attorneys' fees. Provided, however, that nothing in the foregoing shall be construed as an admission of liability by EMS|MC in any amount or as a waiver or compromise of any other defense that may be available to EMS|MC regarding any Claim.

f. To the fullest extent allowed by law, and notwithstanding any statute of limitations, statute of repose, or other legal time limit to the contrary, no Claim shall be brought by Client against EMS|MC after the earlier of the following to occur (the "Claim Time Limit"): (i) the time period for bringing an action under any applicable state or federal statute of limitations; one (1) year after the date upon which Client discovered, or should have discovered, the facts giving rise to an alleged claim; or (ii) two (2) years after the first act or omission giving rise to an alleged claim. Any Claim not brought within the Claim Time Limit is waived. The Claim Time Limit applies, without limitation, to any Claim brought in arbitration under the arbitration clause below, and shall be deemed to have been satisfied if an arbitration demand asserting such Claim is received by the American Arbitration Association (or other arbitration administrator as may be mutually agreed on by EMS|MC and Client) within the Claim Time Limit. Notwithstanding the foregoing, if a Claim has been asserted in arbitration within the Claim Time Limit, a proceeding in court to confirm, enforce, vacate, modify, correct, or amend an arbitration award resulting from such arbitration may be brought outside the Claim Time Limit as long as it is brought within the time period required by applicable law.

g. Client agrees that any Claim Client may have against EMS|MC, including EMS|MC's past or present employees or agents, shall be brought individually and Client shall not join such Claim with claims of any other person or entity or bring, join or participate in a class action against EMS|MC.

h. To the fullest extent allowed by law, EMS|MC and Client waive claims against each other for consequential, indirect, incidental, special, punitive, exemplary, and treble damages, and for any other damages in excess of direct, compensatory damages including, but not limited to, loss of profits, loss of data, or loss of business, regardless of whether such claim or matter is denominated as a contract claim, tort claim, warranty claim, indemnity claim, statutory claim, arbitration demand, or otherwise, even if a party has been apprised of the possibility or likelihood of such damages occurring (the "Non-Direct Damages Waiver").

i. Subject to the Liability Cap, the Claim Time Limit and the Non-Direct Damages Waiver, EMS|MC agrees to indemnify, hold harmless, and defend Client, with reasonably acceptable counsel, from and against any fines, penalties, damages, and judgments that Client becomes legally obligated to pay to a third party proximately caused by EMS|MC's gross negligence or willful misconduct. Provided, however, that this indemnity is subject to the following further conditions and limitations: (i) Client must provide prompt written notice to EMS|MC of the matter for which indemnity is or may be sought, within such time that no right of EMS|MC is prejudiced, and in no event no later than thirty (30) days after Client first becomes aware of the facts that give rise or may give rise to a right of indemnity; (ii) Client must allow EMS|MC the opportunity to direct and control the defense and handling of the matter for which indemnity is or may be sought; (iii) Client must not agree to any settlement or other voluntary resolution of a matter for which indemnity is or may be sought without EMS|MC's express consent; and (iv) Client shall not seek or be entitled to indemnify for amounts that Client reimburses or refunds to Medicaid, Medicare, any governmental entity, any insurer, or any other payer as a result of medical services or medical transportation services for which Client should not have received payment in the first place under applicable rules, regulations, standards and policies. Client waives all rights of indemnity against EMS|MC not in accordance with this subsection.

j. All Claims between EMS|MC and Client shall be resolved by binding arbitration under the Commercial Arbitration Rules of the American Arbitration Association then in effect, except that either party may, at that party's option, seek appropriate equitable relief in any court having jurisdiction. The hearing in such arbitration proceeding shall take place in Charlotte, North Carolina, or in such other location as may be mutually agreed on by EMS|MC and Client. The arbitrator in such proceeding, or if more than one arbitrator, each arbitrator, shall be an attorney with at least fifteen (15) years of experience in commercial litigation or in health care law. The arbitrator(s) shall have no authority to enter an award against EMS|MC that: (i) exceeds the Liability Cap; (ii) is based on a Claim brought after the Claim Time Limit; (iii) includes any damages waived by the Non-Direct Damages Waiver; or (iv) is otherwise in contravention of this Agreement. An award entered by the arbitrator(s) shall be enforceable in the United States District Court for the Western District of North Carolina or in any other court having jurisdiction.

k. In any arbitration proceeding or permitted court proceeding regarding any Claim, the prevailing party shall be entitled to recover from the non-prevailing party the reasonable costs and expenses incurred by the prevailing party in connection with such proceeding, including, without limitation, the reasonable attorneys' fees, arbitration or

court filing fees, arbitrator compensation, expert witness charges, court reporter charges, and document reproduction charges incurred by the prevailing party. Which party is the prevailing party shall be determined in light of the surrounding circumstances, such as comparing the relief requested with that awarded, and shall not be determined simply by whether one party or the other receives a net monetary recovery in its favor.

12. GENERAL.

a. Status of Parties. Nothing contained in this Agreement shall be construed as establishing a partnership or joint venture relationship between EMS|MC and Client, or as establishing an agency relationship beyond EMS|MC's service as a billing and collection agent of Client under the express terms of this Agreement. EMS|MC and its employees and representatives shall have no legal authority to bind Client.

b. Assignment. Neither this Agreement nor any rights or obligations hereunder shall be assigned by either party without prior written consent of the other party. Any purported assignment in violation of this Section 12(b) shall be null and void.

c. Binding Effect. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors, assigns (where permitted), and transferees.

d. Notices. All notices required or permitted by this Agreement shall be in writing and shall be deemed to have been given: (i) on the day received, if personally delivered; (ii) on the day received if sent by a recognized overnight delivery service, according to the courier's record of delivery; and (iii) on the 5th (fifth) calendar day after the date mailed by certified or registered mail. Such notices shall be addressed as follows:

Client:

White County
1 East Bockman Way
Room 204
Sparta, TN 38583

EMS|MC:

EMS Management & Consultants, Inc.
Chief Executive Officer
2540 Empire Drive
Suite 100
Winston-Salem, NC 27103

Either party may change its address for notices under this Agreement by giving written notice of such change to the other party in accordance with the terms of this section.

e. Governing Law. This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with and governed by the laws of the State of North Carolina, notwithstanding any conflicts of law rules to the contrary.

f. Integration of Terms. This instrument together with all attachments, exhibits and schedules constitutes the entire agreement between the parties, and supersedes all prior negotiations, commitments, representations and undertakings of the parties with respect to its subject matter. Without limiting the foregoing, this Agreement supersedes and takes precedence over any inconsistent terms contained in any Request for Proposal ("RFP") from Client and any response to that RFP from EMS|MC.

g. Amendment and Waiver. This Agreement may be amended or modified only by an instrument signed by all of the parties. A waiver of any provision of this Agreement must be in writing, designated as such, and signed by the party against whom enforcement of the waiver is sought. The waiver of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent or other breach thereof.

h. Severability. If any provision of this Agreement shall not be valid for any reason, such provision shall be entirely severable from, and shall have no effect upon, the remainder of this Agreement. Any such invalid provision shall be subject to partial enforcement to the extent necessary to protect the interest of the parties hereto.

i. Force Majeure. With the exception of Client's payment obligation, a Party will not be in breach or liable for any delay of its performance of this Agreement caused by natural disasters or other unexpected or unusual circumstances reasonably beyond its control.

j. Third Party Beneficiaries. There are no third-party beneficiaries to this Agreement.

k. Counterparts. This Agreement may be executed in multiple counterparts by a duly authorized representative of each party.

l. Survival. All terms which by their nature survive termination shall survive termination or expiration of the Agreement including, but not limited to, Sections 3(c), 3(f) – (h), 5(a), 5(c), 7, 9 – 12.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed on the later of the dates set forth below.

Each person whose signature appears hereon represents, warrants and guarantees that he/she has been duly authorized and has full authority to execute this Agreement on behalf of the party on whose behalf this Agreement is executed.

EMS|MC:

CLIENT:

EMS Management & Consultants, Inc.

White County

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit A
Patient Demographics Provided by Client

1. Projected annual billable trip volume: 4,391
2. Payor mix:
 - a. Medicare – 57%
 - b. Medicaid – 15%
 - c. Insurance – 14%
 - d. Patient – 14%
3. Run mix:
 - a. ALSE – 52.5%
 - b. BLSE – 12.3%
 - c. ALSNE – 5.9%
 - d. BLSNE – 26.4%
 - e. ALS2 – 2.0%
 - f. SCT – 0.8%
4. Average Loaded mileage: 21.9

Attachment 1

Business Associate Addendum

This Business Associate Addendum (the “Addendum”) is made effective the ____ day of ____, 2023, by and between White County, hereinafter referred to as “Covered Entity,” and EMS Management & Consultants, Inc., hereinafter referred to as “Business Associate” (individually, a “Party” and collectively, the “Parties”).

WITNESSETH:

WHEREAS, the Parties wish to enter into a Business Associate Addendum to ensure compliance with the Privacy and Security Rules of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA Privacy and Security Rules”) (45 C.F.R. Parts 160 and 164); and

WHEREAS, the Health Information Technology for Economic and Clinical Health (“HITECH”) Act of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, modified the HIPAA Privacy and Security Rules (hereinafter, all references to the “HIPAA Privacy and Security Rules” include all amendments thereto set forth in the HITECH Act and any accompanying regulations); and

WHEREAS, the Parties have entered into a Billing Services Agreement (the “Agreement”) whereby Business Associate will provide certain services to Covered Entity and, pursuant to such Agreement, Business Associate may be considered a “business associate” of Covered Entity as defined in the HIPAA Privacy and Security Rules; and

WHEREAS, Business Associate may have access to Protected Health Information or Electronic Protected Health Information (as defined below) in fulfilling its responsibilities under the Agreement; and

WHEREAS, Covered Entity wishes to comply with the HIPAA Privacy and Security Rules, and Business Associate wishes to honor its obligations as a Business Associate to Covered Entity.

THEREFORE, in consideration of the Parties’ continuing obligations under the Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to the provisions of this Addendum.

I. DEFINITIONS

Except as otherwise defined herein, any and all capitalized terms in this Addendum shall have the definitions set forth in the HIPAA Privacy and Security Rules. In the event of an inconsistency between the provisions of this Addendum and mandatory provisions of the HIPAA Privacy and Security Rules, as amended, the HIPAA Privacy and Security Rules in effect at the time shall control. Where provisions of this Addendum are different than those mandated by the HIPAA Privacy and Security Rules, but are nonetheless permitted by the HIPAA Privacy and Security Rules, the provisions of this Addendum shall control.

The term “Breach” means the unauthorized acquisition, access, use, or disclosure of protected health information which compromises the security or privacy of such information, except where an unauthorized person to whom such information is disclosed would not reasonably have been able to retain such information. The term “Breach” does **not** include: (1) any unintentional acquisition, access, or use of protected health information by any employee or individual acting under the authority of a covered entity

or business associate if (a) such acquisition, access, or use was made in good faith and within the course and scope of the employment or other professional relationship of such employee or individual, respectively, with the covered entity or business associate, and (b) such information is not further acquired, accessed, used, or disclosed by any person; or (2) any inadvertent disclosure from an individual who is otherwise authorized to access protected health information at a facility operated by a covered entity or business associate to another similarly situated individual at same facility; and (3) any such information received as a result of such disclosure is not further acquired, accessed, used, or disclosed without authorization by any person.

The term “Electronic Health Record” means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff.

The term “HIPAA Privacy and Security Rules” refers to 45 C.F.R. Parts 160 and 164 as currently in effect or hereafter amended.

The term “Protected Health Information” means individually identifiable health information as defined in 45 C.F.R. § 160.103, limited to the information Business Associate receives from, or creates, maintains, transmits, or receives on behalf of, Covered Entity.

The term “Electronic Protected Health Information” means Protected Health Information which is transmitted by or maintained in Electronic Media (as now or hereafter defined in the HIPAA Privacy and Security Rules).

The term “Secretary” means the Secretary of the Department of Health and Human Services.

The term “Unsecured Protected Health Information” means Protected Health Information that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in guidance published in the Federal Register at 74 Fed. Reg. 19006 on April 27, 2009 and in annual guidance published thereafter.

II. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE

a. Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Agreement or this Addendum, provided that such use or disclosure would not violate the HIPAA Privacy and Security Rules if done by Covered Entity. Until such time as the Secretary issues regulations pursuant to the HITECH Act specifying what constitutes “minimum necessary” for purposes of the HIPAA Privacy and Security Rules, Business Associate shall, to the extent practicable, disclose only Protected Health Information that is contained in a limited data set (as defined in Section 164.514(e)(2) of the HIPAA Privacy and Security Rules), unless the person or entity to whom Business Associate is making the disclosure requires certain direct identifiers in order to accomplish the intended purpose of the disclosure, in which event Business Associate may disclose only the minimum necessary amount of Protected Health Information to accomplish the intended purpose of the disclosure.

b. Business Associate may use Protected Health Information in its possession for its proper management and administration and to fulfill any present or future legal responsibilities of Business Associate, provided that such uses are permitted under state and federal confidentiality laws.

c. Business Associate may disclose Protected Health Information in its possession to third parties for the purposes of its proper management and administration or to fulfill any present or future legal responsibilities of Business Associate, provided that:

1. the disclosures are required by law; or

2. Business Associate obtains reasonable assurances from the third parties to whom the Protected Health Information is disclosed that the information will remain confidential and be used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party, and that such third parties will notify Business Associate of any instances of which they are aware in which the confidentiality of the information has been breached.

d. Until such time as the Secretary issues regulations pursuant to the HITECH Act specifying what constitutes “minimum necessary” for purposes of the HIPAA Privacy and Security Rules, Business Associate shall, to the extent practicable, access, use, and request only Protected Health Information that is contained in a limited data set (as defined in Section 164.514(e)(2) of the HIPAA Privacy and Security Rules), unless Business Associate requires certain direct identifiers in order to accomplish the intended purpose of the access, use, or request, in which event Business Associate may access, use, or request only the minimum necessary amount of Protected Health Information to accomplish the intended purpose of the access, use, or request. Covered Entity shall determine what quantum of information constitutes the “minimum necessary” amount for Business Associate to accomplish its intended purposes.

e. Business Associate may use Protected Health Information to de-identify such information in accordance with 45 C.F.R. § 164.514(b) for Business Associate’s own business purposes or in connection with the services provided pursuant to the Agreement or to provide Data Aggregation services to Customer as permitted by 45 C.F.R. 164.504(e)(2)(i)(b). Once the Protected Health Information has been de-identified or aggregated, it is no longer considered Protected Health Information governed by this Addendum.

III. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

a. Business Associate acknowledges and agrees that all Protected Health Information that is created or received by Covered Entity and disclosed or made available in any form, including paper record, oral communication, audio recording, and electronic display by Covered Entity or its operating units to Business Associate or is created or received by Business Associate on Covered Entity’s behalf shall be subject to this Addendum.

b. Business Associate agrees to not use or further disclose Protected Health Information other than as permitted or required by the Agreement, this Addendum or as required by law.

c. Business Associate agrees to use appropriate safeguards to prevent use or disclosure of Protected Health Information other than as provided for by this Addendum. Specifically, Business Associate will:

1. implement the administrative, physical, and technical safeguards set forth in Sections 164.308, 164.310, and 164.312 of the HIPAA Privacy and Security Rules that reasonably and appropriately protect the confidentiality, integrity, and availability of any Protected Health Information that it creates, receives, maintains, or transmits on behalf of Covered Entity, and, in accordance with Section 164.316 of the HIPAA Privacy and Security Rules, implement and maintain reasonable and appropriate policies and procedures to enable it to comply with the requirements outlined in Sections 164.308, 164.310, and 164.312; and

2. report to Covered Entity any use or disclosure of Protected Health Information not provided for by this Addendum of which Business Associate becomes aware. Business Associate shall report to Covered Entity any Security Incident of which it becomes aware. Notice is deemed to have been

given for unsuccessful Security Incidents, such as (i) “pings” on an information system firewall; (ii) port scans; (iii) attempts to log on to an information system or enter a database with an invalid password or user name; (iv) denial-of-service attacks that do not result in a server being taken offline; or (v) malware (*e.g.*, a worms or a virus) that does not result in unauthorized access, use, disclosure, modification or destruction of Protected Health Information.

d. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply through this Addendum to Business Associate with respect to such information.

e. Business Associate agrees to comply with any requests for restrictions on certain disclosures of Protected Health Information to which Covered Entity has agreed in accordance with Section 164.522 of the HIPAA Privacy and Security Rules and of which Business Associate has been notified by Covered Entity. In addition, and notwithstanding the provisions of Section 164.522 (a)(1)(ii), Business Associate agrees to comply with an individual’s request to restrict disclosure of Protected Health Information to a health plan for purposes of carrying out payment or health care operations if the Protected Health Information pertains solely to a health care item or service for which Covered Entity has been paid by in full by the individual or the individual’s representative.

f. At the request of the Covered Entity and in a reasonable time and manner, not to extend ten (10) business days, Business Associate agrees to make available Protected Health Information required for Covered Entity to respond to an individual’s request for access to his or her Protected Health Information in accordance with Section 164.524 of the HIPAA Privacy and Security Rules. If Business Associate maintains Protected Health Information electronically, it agrees to make such Protected Health Information available electronically to the applicable individual or to a person or entity specifically designated by such individual, upon such individual’s request.

g. At the request of Covered Entity and in a reasonable time and manner, Business Associate agrees to make available Protected Health Information required for amendment by Covered Entity in accordance with the requirements of Section 164.526 of the HIPAA Privacy and Security Rules.

h. Business Associate agrees to document any disclosures of and make Protected Health Information available for purposes of accounting of disclosures, as required by Section 164.528 of the HIPAA Privacy and Security Rules.

i. Business Associate agrees that it will make its internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity, available to the Secretary for the purpose of determining Covered Entity’s compliance with the HIPAA Privacy and Security Rules, in a time and manner designated by the Secretary, subject to attorney-client and other applicable privileges.

j. Business Associate agrees that, while present at any Covered Entity facility and/or when accessing Covered Entity’s computer network(s), it and all of its employees, agents, representatives and subcontractors will at all times comply with any network access and other security practices, procedures and/or policies established by Covered Entity including, without limitation, those established pursuant to the HIPAA Privacy and Security Rules.

k. Business Associate agrees that it will not directly or indirectly receive remuneration in exchange for any Protected Health Information of an individual without the written authorization of the individual or the individual’s representative, except where the purpose of the exchange is:

1. for public health activities as described in Section 164.512(b) of the Privacy and Security Rules;

2. for research as described in Sections 164.501 and 164.512(i) of the Privacy and Security Rules, and the price charged reflects the costs of preparation and transmittal of the data for such purpose;

3. for treatment of the individual, subject to any further regulation promulgated by the Secretary to prevent inappropriate access, use, or disclosure of Protected Health Information;

4. for the sale, transfer, merger, or consolidation of all or part of Business Associate and due diligence related to that activity;

5. for an activity that Business Associate undertakes on behalf of and at the specific request of Covered Entity;

6. to provide an individual with a copy of the individual's Protected Health Information pursuant to Section 164.524 of the Privacy and Security Rules; or

7. other exchanges that the Secretary determines in regulations to be similarly necessary and appropriate as those described in this Section III.k.

l. Business Associate agrees that it will not directly or indirectly receive remuneration for any written communication that encourages an individual to purchase or use a product or service without first obtaining the written authorization of the individual or the individual's representative, unless:

1. such payment is for a communication regarding a drug or biologic currently prescribed for the individual and is reasonable in amount (as defined by the Secretary); or

2. the communication is made on behalf of Covered Entity and is consistent with the terms of this Addendum.

m. Business Associate agrees that if it uses or discloses patients' Protected Health Information for marketing purposes, it will obtain such patients' authorization before making any such use or disclosure.

n. Business Associate agrees to implement a reasonable system for discovery of breaches and method of risk analysis of breaches to meet the requirements of HIPAA, The HITECH Act, and the HIPAA Regulations, and shall be solely responsible for the methodology, policies, and procedures implemented by Business Associate.

o. State Privacy Laws. Business Associate shall understand and comply with state privacy laws to the extent that state privacy laws are not preempted by HIPAA or The HITECH Act.

IV. BUSINESS ASSOCIATE'S MITIGATION AND BREACH NOTIFICATION OBLIGATIONS

a. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Addendum.

b. Following the discovery of a Breach of Unsecured Protected Health Information, Business Associate shall notify Covered Entity of such Breach without unreasonable delay and in no case later than forty-five (45) calendar days after discovery of the Breach. A Breach shall be treated as discovered by Business Associate as of the first day on which such Breach is known to Business Associate or, through the exercise of reasonable diligence, would have been known to Business Associate.

c. Notwithstanding the provisions of Section IV.b., above, if a law enforcement official states to Business Associate that notification of a Breach would impede a criminal investigation or cause damage to national security, then:

1. if the statement is in writing and specifies the time for which a delay is required, Business Associate shall delay such notification for the time period specified by the official; or

2. if the statement is made orally, Business Associate shall document the statement, including the identity of the official making it, and delay such notification for no longer than thirty (30) days from the date of the oral statement unless the official submits a written statement during that time.

Following the period of time specified by the official, Business Associate shall promptly deliver a copy of the official's statement to Covered Entity.

d. The Breach notification provided shall include, to the extent possible:

1. the identification of each individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, used, or disclosed during the Breach;

2. a brief description of what happened, including the date of the Breach and the date of discovery of the Breach, if known;

3. a description of the types of Unsecured Protected Health Information that were involved in the Breach, if known (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);

4. any steps individuals should take to protect themselves from potential harm resulting from the Breach; and

5. a brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to individuals, and to protect against any further Breaches.

e. Business Associate shall provide the information specified in Section IV.d., above, to Covered Entity at the time of the Breach notification if possible or promptly thereafter as information becomes available. Business Associate shall not delay notification to Covered Entity that a Breach has occurred in order to collect the information described in Section IV.d. and shall provide such information to Covered Entity even if the information becomes available after the forty-five (45)-day period provided for initial Breach notification.

V. OBLIGATIONS OF COVERED ENTITY

a. Upon request of Business Associate, Covered Entity shall provide Business Associate with the notice of privacy practices that Covered Entity produces in accordance with Section 164.520 of the HIPAA Privacy and Security Rules.

b. Covered Entity shall provide Business Associate with any changes in, or revocation of, permission by an individual to use or disclose Protected Health Information, if such changes affect Business Associate's permitted or required uses and disclosures.

c. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information to which Covered Entity has agreed in accordance with Section 164.522 of the HIPAA Privacy and Security Rules, and Covered Entity shall inform Business Associate of the termination of any such restriction, and the effect that such termination shall have, if any, upon Business Associate's use and disclosure of such Protected Health Information.

VI. TERM AND TERMINATION

a. Term. The Term of this Addendum shall be effective as of the date first written above, and shall terminate upon the later of the following events: (i) in accordance with Section VII.c., when all of the Protected Health Information provided by Covered Entity to Business Associate or created or received by Business Associate on behalf of Covered Entity is destroyed or returned to Covered Entity or, if such return or destruction is infeasible, when protections are extended to such information; or (ii) upon the expiration or termination of the Agreement.

b. Termination for Cause. Upon Covered Entity's knowledge of a material breach of this Addendum by Business Associate and Business Associate's failure to cure such breach within thirty (30) days of receiving notice of same from Covered Entity, Covered Entity shall have the right to terminate this Addendum and the Agreement.

c. Effect of Termination.

1. Except as provided in paragraph 2. of this subsection, upon termination of this Addendum, the Agreement or upon request of Covered Entity, whichever occurs first, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Neither Business Associate nor its subcontractors or agents shall retain copies of the Protected Health Information.

2. In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible and shall extend the protections of this Addendum to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

VII. MISCELLANEOUS

a. **No Rights in Third Parties.** Except as expressly stated herein, the Parties to this Addendum do not intend to create any rights in any third parties.

b. **Survival.** The obligations of Business Associate under Section VII(c) of this Addendum shall survive the expiration, termination, or cancellation of this Addendum, the Agreement, and/or the business relationship of the parties, and shall continue to bind Business Associate, its agents, employees, contractors, successors, and assigns as set forth herein.

c. **Amendment.** This Addendum may be amended or modified only in a writing signed by the Parties. The Parties agree that they will negotiate amendments to this Addendum to conform to any changes in the HIPAA Privacy and Security Rules as are necessary for Covered Entity to comply with the current requirements of the HIPAA Privacy and Security Rules. In addition, in the event that either Party believes in good faith that any provision of this Addendum fails to comply with the then-current requirements of the HIPAA Privacy and Security Rules or any other applicable legislation, then such Party shall notify the other Party of its belief in writing. For a period of up to thirty (30) days, the Parties shall address in good faith such concern and amend the terms of this Addendum, if necessary to bring it into compliance. If, after such thirty (30)-day period, the Addendum fails to comply with the HIPAA Privacy and Security Rules or any other applicable legislation, then either Party has the right to terminate this Addendum and the Agreement upon written notice to the other party.

d. **Independent Contractor.** None of the provisions of this Addendum are intended to create, nor will they be deemed to create, any relationship between the Parties other than that of independent parties contracting with each other solely for the purposes of effecting the provisions of this Addendum and any other agreements between the Parties evidencing their business relationship.

e. **Interpretation.** Any ambiguity in this Addendum shall be resolved in favor of a meaning that permits Covered Entity to comply with the HIPAA Privacy and Security Rules.

f. **Certain Provisions Not Effective in Certain Circumstances.** The provisions of this Addendum relating to the HIPAA Security Rule shall not apply to Business Associate if Business Associate does not receive any Electronic Protected Health Information from or on behalf of Covered Entity.

g. **Ownership of Information.** Covered Entity holds all right, title, and interest in and to the PHI and Business Associate does not hold and will not acquire by virtue of this Addendum or by virtue of providing goods or services to Covered Entity, any right, title, or interest in or to the PHI or any portion thereof.

h. **Entire Agreement.** This Addendum is incorporated into, modifies and amends the Agreement, inclusive of all other prior amendments or modifications to such Agreement. The terms and provisions of this Addendum shall control to the extent they are contrary, contradictory or inconsistent with the terms of the Agreement. Otherwise, the terms and provisions of the Agreement shall remain in full force and effect and apply to this Addendum.

IN WITNESS WHEREOF, the Parties have executed this Addendum as of the day and year written above.

Each person whose signature appears hereon represents, warrants and guarantees that he/she has been duly authorized and has full authority to execute this Agreement on behalf of the party on whose behalf this Agreement is executed.

Business Associate:

Covered Entity:

EMS Management & Consultants, Inc.

White County

By: _____

By: _____

Print: _____

Print: _____

Title: _____

Title: _____

Date: _____

Date: _____

Motion was made by Commissioner Chris Brewington and seconded by Commissioner Dakota White to approve Resolution 99-12-2023, To Authorize Execution of Contract for EMS Billing Services. Upon the roll being called the following voted.

YES	NO	ABSENT
Dakota White		David Cranford
Becky Golden		Lanny Selby
T.K Austin		
Roger Mason		
Jordan Cocke		
Kyle Goff		
Robert McCormick		
Larry Daniels		
Cain Rogers		
Thomas Margeson		
Chris Brewington		
Derrick Hutchings		



WHITE COUNTY, TENNESSEE

RESOLUTION NO. 100-12-2023

RESOLUTION TO AMEND FISCAL YEAR 2024 GENERAL FUND

WHEREAS, the budget of White County is made a year in advance and is basically an estimate of revenues and expenditures that will be available and required for that year, AND

WHEREAS, at certain times revenues are received and appropriations required which were not budgeted nor anticipated in the making of the original budget document.

IT IS HEREBY RESOLVED to amend the budget as follows for the indicated reasons:

Section 1. To appropriate a ThreeStar Grant received from the Tennessee Department of Economic and Community Development which will be utilized for the purchase of nozzles, hoses, and foam systems for the volunteer fire departments of White County.

<u>Description</u>	<u>Account</u>	<u>Major Category</u>	<u>Line Item</u>	<u>Debit</u>	<u>Credit</u>
Increase	46190	Other General Government Grants		50,000	
Increase	58190-499	Other Econ and Community Dev	Other Supplies and Materials		50,000
				<u>50,000</u>	<u>50,000</u>

Section 2. To appropriate a Capital Maintenance and Improvement Grant received from the Tennessee State Museum for the White County Heritage Museum's use to make ADA accessibility upgrades.

<u>Description</u>	<u>Account</u>	<u>Major Category</u>	<u>Line Item</u>	<u>Debit</u>	<u>Credit</u>
Increase	46190	Other General Government Grants		35,500	
Increase	51800-335	County Buildings	Maintenance and Repair Services		35,500
				<u>35,500</u>	<u>35,500</u>

Section 3. To appropriate proceeds from the sale of calendars by an outside vendor on behalf of the White County Sheriff's Department.

<u>Description</u>	<u>Account</u>	<u>Major Category</u>	<u>Line Item</u>	<u>Debit</u>	<u>Credit</u>
Increase	44170	Miscellaneous Refunds		1,600	
Increase	54110-716	Sheriff's Department	Law Enforcement Equipment		1,600
				<u>1,600</u>	<u>1,600</u>

Section 4. To reallocate the difference between a Patrol Sergeant and Patrol Deputy position (\$0.80/hour) in the Sheriff's Department budget to the Warrants/Courtroom Security Assistant position in the Jail Department budget.

<u>Description</u>	<u>Account</u>	<u>Major Category</u>	<u>Line Item</u>	<u>Debit</u>	<u>Credit</u>
Decrease	54110-106	Sheriff's Department	Deputy(ies)	832	
Decrease	54110-201	Sheriff's Department	Social Security	52	
Decrease	54110-204	Sheriff's Department	State Retirement	60	
Decrease	54110-212	Sheriff's Department	Employer Medicare	13	
Increase	54210-160	Jail	Guards		832
Increase	54210-201	Jail	Social Security		52
Increase	54210-204	Jail	State Retirement		60
Increase	54210-212	Jail	Employer Medicare		13
				<u>957</u>	<u>957</u>

Motion made by J. K. Austin and seconded by Chris Brewington that the above resolution be adopted.

On roll call, the vote was recorded as follows:

AYES 12
NAYS _____

The above resolution was passed on the 18th day of December 2023.

ATTEST:

Sasha Wilson
Sasha Wilson, County Clerk



Kyle Goff
Kyle Goff, Chairman
White County Legislative Body

Approved the 18 day of December, 2023

Denny Wayne Robinson
Denny Wayne Robinson
White County Executive

Motion was made by Commissioner T.K Austin and seconded by Commissioner Chris Brewington to approve Resolution 100-12-2023, To Amend Fiscal Year 2024 General Fund. Upon the roll being called the following voted.

YES
Chris Brewington
Cain Rogers
Derrick Hutchings
T. K Austin
Dakota White
Larry Daniels
Kyle Goff
Becky Golden
Robert McCormick
Roger Mason
Jordan Cocke
Thomas Margeson

NO

ABSENT
Lanny Selby
David Cranford



WHITE COUNTY, TENNESSEE

RESOLUTION NO. 101-12-2023

RESOLUTION TO AMEND FISCAL YEAR 2024 GENERAL PURPOSE SCHOOL FUND

WHEREAS, the budget of White County is made a year in advance and is basically an estimate of revenues and expenditures that will be available and required for that year, AND

WHEREAS, at certain times revenues are received and appropriations required which were not budgeted nor anticipated in the making of the original budget document.

IT IS HEREBY RESOLVED to amend the budget by appropriating a United States Department of Justice COPS – School Violence Prevention Program grant for security upgrades at all schools in the White County School District.

<u>Description</u>	<u>Account</u>	<u>Major Category</u>	<u>Line Item</u>	<u>Debit</u>	<u>Credit</u>
Increase	47710	Public Safety Partnership & Community Policing		486,034	
Increase	72620-701	Maintenance of Plant	Administration Equipment		486,034
				<u>486,034</u>	<u>486,034</u>

Motion made by Gordon Coeke and seconded by Becky Golden that the above resolution be adopted.

On roll call, the vote was recorded as follows:

AYES 12
NAYS

The above resolution was passed on the 18th day of December 2023.

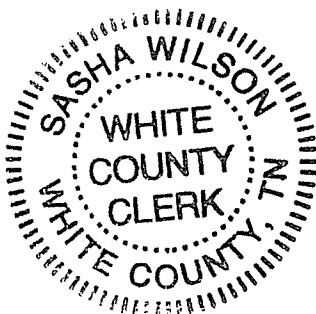
ATTEST:

Sasha Wilson
Sasha Wilson, County Clerk

Kyle Goff
Kyle Goff, Chairman
White County Legislative Body

Approved the 18 day of December, 2023

Denny Wayne Robinson
Denny Wayne Robinson
White County Executive



Motion was made by Commissioner Jordan Cocke and seconded by Commissioner Becky Golden to approve Resolution 101-12-2023, To Amend Fiscal Year 2024 General Purpose School Fund. Upon the roll being called the following voted.

YES	NO	ABSENT
Cain Rogers		Lanny Selby
Thomas Margeson		David Cranford
Jordan Cocke		
Roger Mason		
Becky Golden		
Dakota White		
T.K Austin		
Robert McCormick		
Chris Brewington		
Larry Daniels		
Derrick Hutchings		
Kyle Goff		



WHITE COUNTY, TENNESSEE

RESOLUTION NO. 102-12-2023 APPOINTING SENIOR CENTER BOARD MEMBER

WHEREAS, the Sparta-White County Senior Center Board of Directors have voted and passed to change the way the Senior Board is appointed; and,

WHEREAS, the new system will allow the City of Sparta Mayor and the White County Executive to appoint board members after confirmation from their respective legislative bodies.

NOW THEREFORE BE IT RESOLVED, that the board of County Commissioners for White County, Tennessee, in a regular scheduled meeting; confirms as follows:

That **Karen LaFever** be appointed to the Senior Center Board for a term of one- and one-half years, term will expire on July 31, 2025

Motion made by J. K. Austin and seconded by Thomas Margeson that the above resolution be adopted.

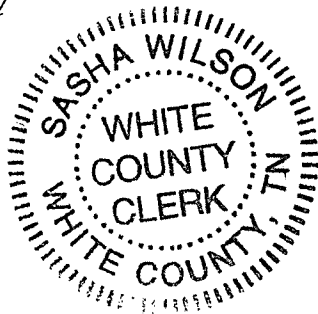
On roll call, the vote was recorded as follows:

AYES 12
NAYS

The above resolution was passed on the 18th day of December 2023.

ATTEST:

Sasha Wilson
Sasha Wilson, County Clerk



Kyle Goff
Kyle Goff, Chairman
White County Legislative Body

Approved the 18 day of December, 2023

Denny Wayne Robinson
Denny Wayne Robinson
White County Executive

Motion was made by Commissioner T.K Austin and seconded by Commissioner Thomas Margeson to approve Resolution 102-12-2023, Appointing Senior Center Board Member. Upon the roll being called the following voted.

YES	NO	ABSENT
Kyle Goff		Lanny Selby
Larry Daniels		David Cranford
Cain Rogers		
Chris Brewington		
Dakota White		
Robert McCormick		
Becky Golden		
Derrick Hutchings		
Jordan Cocke		
Roger Mason		
Thomas Margeson		
T.K Austin		



WHITE COUNTY, TENNESSEE

RESOLUTION NO. 103-12-2023 APPOINTING SENIOR CENTER BOARD MEMBER

WHEREAS, the Sparta-White County Senior Center Board of Directors has voted and passed to change the way the Senior Board is appointed; and,

WHEREAS, the new system will allow the City of Sparta Mayor and the White County Executive to appoint board members after confirmation from their respective legislative bodies.

NOW THEREFORE BE IT RESOLVED, that the board of County Commissioners for White County, Tennessee, in a regular scheduled meeting; confirms as follows:

That **Shirley Scott and Robert McCormick** be appointed to the Senior Center Board for a term of two- and one-half years, term will expire on July 31, 2026.

Motion made by Dakota White and seconded by J.K. Austin that the above resolution be adopted.

On roll call, the vote was recorded as follows:

AYES 11
NAYS

The above resolution was passed on the 18th day of December 2023.

ATTEST:

Sasha Wilson
Sasha Wilson, County Clerk



Kyle Goff
Kyle Goff, Chairman
White County Legislative Body

Approved the 18 day of December, 2023

Denny Wayne Robinson
Denny Wayne Robinson
White County Executive

Motion was made by Commissioner Dakota White and seconded by T.K Austin to approve Resolution 103-12-2023, Appointing Senior Center Board Members. Upon the roll being called the following voted.

YES	NO	ABSENT	PASS
Dakota White		David Cranford	Robert McCormick
Becky Golden		Lanny Selby	
T.K Austin			
Roger Mason			
Jordan Cocke			
Kyle Goff			
Larry Daniels			
Cain Rogers			
Thomas Margeson			
Chris Brewington			
Derrick Hutchings			



WHITE COUNTY, TENNESSEE

RESOLUTION NO. 104-12-2023 APPOINTING SENIOR CENTER BOARD MEMBER

WHEREAS, the Sparta-White County Senior Center Board of Directors has voted and passed to change the way the Senior Board is appointed; and,

WHEREAS, the new system will allow the City of Sparta Mayor and the White County Executive to appoint board members after confirmation from their respective legislative bodies.

NOW THEREFORE BE IT RESOLVED, that the board of County Commissioners for White County, Tennessee, in a regular scheduled meeting; confirms as follows:

That **Amy Bailey** be appointed to the Senior Center Board for a term of three- and one-half years, term will expire on July 31, 2027.

Motion made by J.K Austin and seconded by Roger Mason that the above resolution be adopted.

On roll call, the vote was recorded as follows:

AYES 12
NAYS

The above resolution was passed on the 18th day of December 2023.

ATTEST:

Sasha Wilson
Sasha Wilson, County Clerk



Kyle Goff
Kyle Goff, Chairman
White County Legislative Body

Approved the 18 day of December, 2023

Denny Wayne Robinson
Denny Wayne Robinson
White County Executive

Motion was made by Commissioner T.K Austin and seconded by Commissioner Roger Mason to approve Resolution 104-12-2023, Appointing Senior Center Board Member. Upon the roll being called the following voted.

YES	NO	ABSENT
Chris Brewington		Lanny Selby
Cain Rogers		David Cranford
Derrick Hutchings		
T.K Austin		
Dakota White		
Larry Daniels		
Kyle Goff		
Becky Golden		
Robert McCormick		
Roger Mason		
Jordan Cocke		
Thomas Margeson		

Motion was made by Commissioner Chris Brewington and seconded by Commissioner Becky Golden to approve the following notaries; Lynn Omahundro, Janet Brantley, Carla Lamb, Tony Langley, Ginger Short, Joanne Morris, Heather Thomas, Mariam Nash, Vonda Selby, Elizabeth Harris. Chairman Goff called for a voice vote; all members in favor of said motion.

Old Business:

Commissioner Daniels stated that the ASA insurance was approved. Commissioner Brewington asked if there had been any update on live streaming the meetings.

New Business:

Commissioner Rogers suggested to the County Executive and Commissioners in District 7 to look into passing a resolution to pave the ramp at Cane Hollow.

Recognition from audience members: None

Motion was made by Commissioner Chris Brewington and seconded by Commissioner Becky Golden to adjourn the meeting. Chairman Goff called for a voice vote; all members in favor of said motion.