

**AGENDA**  
**COUNTY COMMISSION MEETING**  
**November 17, 2014, 7:00 P.M.**  
**Chairman Bob Rial, Presiding**

**Call to Order – Chairman**  
**Prayer – Mayor Bob Rial**  
**Pledge to the Flag**  
**Roll Call – County Clerk**

**I. Approval of Minutes** – October 20, 2014 Regular Session

**II. Committee Reports**

**III. Elections**

Agricultural Extension Committee – Appointment, Tommy Nicks – Mayor Bob Rial

**IV. Resolutions**

1. Borrowing for School Facility Plan – Mayor Bob Rial
2. Correct length of Redden Rd on County Road List – Mr. Jerry Burgess, Road Commissioner
3. Change Log Wall Rd to Old Log Wall Rd – Mr. Jerry Burgess, Road Commissioner
4. Write off Uncollectible Transactions for 2010-2013 – Ms. Luanne Greer, County Clerk
5. Pinnacle Data Systems – Mr. Jim Lunn, Solid Waste Director
6. EMS Billing Contract – Mr. Donny Bear, EMS Director
7. Audit Committee – Mayor Bob Rial
8. Homeland Security Grant - \$1,500 – Mr. Rob Fisher, EMA Director
9. Payment involving Computer Malware Encryption – Sheriff Jeff Bledsoe

**V. Other & Unfinished Business**

1. Bond for Director of Accounts & Budgets – Mayor Bob Rial
2. Constable Bond – Ms. Luanne Greer
3. Holiday List – Mayor Bob Rial
4. Quarterly Financial Reports – All School Funds – Board of Education Representative
5. Quarterly Financial Reports – All Funds except Schools – Mr. Don Hall, Director of Accounts & Budgets
6. Notice of Vacancy of 6<sup>th</sup> Commission District – Ms. Luanne Greer, County Clerk
7. Set Procedures and Rules to fill Vacancy of 6<sup>th</sup> Commission District – Mayor Bob Rial

**VI. Discussion Items**

**VII. Approval of Notaries**

**VIII. Announcements**

The next Regular Session meeting will be on Monday, December 15, 2014 at 7:00 p.m. in the County Commission Chamber, Dickson County Courthouse, 4 Court Square, Charlotte, TN.

**Adjourn**

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION TO AUTHORIZE COUNTY TO ENTER INTO AGREEMENTS WITH THIRD PARTY VENDORS TO PROVIDE BILLING SERVICES TO THE DICKSON COUNTY AMBULANCE SERVICE**

**WHEREAS**, the County of Dickson, Tennessee (the "County"), operates its own ambulance service providing certain emergency medical services to the citizens of the County;

**WHEREAS**, in 2011 this legislative body authorized the County to outsource the billing services for the Dickson County Ambulance Service ("DCAS") in order to streamline and enhance collection of accounts owed to the County for the services provided by the DCAS;

**WHEREAS**, following a request for proposals and receipt of two (2) vendor proposals by the County, this legislative body authorized the County to enter into a three (3) year contract with *Credit Bureau Systems, Inc.*, a Kentucky for-profit corporation, doing business as *Medical Accounts Receivable Systems - AMBulance Medical Billing* ("AMB-MARS") for the provision of such services;

**WHEREAS**, the initial term of the County's contract with AMB-MARS expires this year;

**WHEREAS**, the Purchasing Agent for the County has issued a request for proposal ("RFP"), and published notice of the RFP in The Dickson Herald, soliciting proposals for third party billing services for the DCAS for the next three (3) years;

**WHEREAS**, only one proposal was received by the County in response to the RFP, being a proposal from AMB-MARS in which the terms proposed are substantially similar to those set forth in the existing contract with AMB-MARS;

**WHEREAS**, the terms proposed include a fee of 5.25% of collections to be paid by the County to AMB-MARS during the three (3) year term of the contract;

**WHEREAS**, the proposal from AMB-MARS includes the County entering into a contract with AMB-MARS, and a contract with ImageTrend, Inc., a Minnesota corporation ("ImageTrend"), which is the software vendor utilized by AMB-MARS to provide the third party billing services;

**WHEREAS**, the proposal submitted by AMB-MARS provides that AMB-MARS will be responsible for the license and other fees and costs to be paid to ImageTrend for its software and services;

**WHEREAS**, based on a review of the two proposals, the Purchasing Agent has recommended to the county legislative body that it authorize the Purchasing Agent to enter into a contract with AMB-MARS and ImageTrend to provide third party billing services to the DCAS; and

**WHEREAS**, the county legislative body for the County of Dickson, Tennessee, has determined that it is in the best interests of the County that the County enter into a contract with AMB-MARS and ImageTrend for third party billing services to be provided to the DCAS.

**NOW, THEREFORE, BE IT RESOLVED** by the county legislative body for the County of Dickson, Tennessee, meeting in regular session, this 17<sup>th</sup> day of November, 2014, in Charlotte, Tennessee, that the County Mayor and the County Purchasing Agent, acting on behalf of the County, are hereby authorized to enter into a contract with AMB-MARS, and with ImageTrend, for third party billing services to be provided to the DCAS; and

**BE IT FURTHER RESOLVED**, that this Resolution shall take effect immediately upon passage, the public welfare requiring it.

**ADOPTED THIS 17<sup>th</sup> DAY OF NOVEMBER, 2014.**

Aye	_____	Pass	_____
Nay	_____	Abstain	_____

**APPROVED:**

\_\_\_\_\_  
County Mayor Bob Rial

**ATTEST:**

\_\_\_\_\_  
County Clerk Luanne Greer

**RESOLUTION 11-2014-04**

**COUNTY CLERK'S OFFICE  
UNCOLLECTIBLE TRANSACTIONS 2006 THROUGH 2011**

**WHEREAS**, The County Clerk's office has experienced Uncollectible Transactions for the years 2010-2013 from bad Checks, bankruptcies, etc. amounting to \$1647.94; and

**WHEREAS**, the County Clerk has made a diligent effort to Collect these various charges in the normal operation of his office; and

**WHEREAS**, the County Clerk requests approval allowing her to write off \$1647.94 from her books as uncollectible monies.

**BE IT, THEREFORE, RESOLVED** by the Honorable Dickson County Commission meeting in regular session the 17<sup>th</sup> day of November, 2014 that the County Clerk of Dickson County be authorized to writes off One Thousand Six Hundred Forty Seven Dollars Ninety Four Cents (\$1647.94) as uncollectible charges in this office.

**RESOLVED this 17<sup>th</sup> day of November, 2014.**

**Votes: Aye**\_\_\_\_\_ **Abstain**\_\_\_\_\_  
**Nay**\_\_\_\_\_ **Pass**\_\_\_\_\_

**Approved:**\_\_\_\_\_

Bob Rial, County Mayor

**Attest:**\_\_\_\_\_

Luanne Greer, County Clerk

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION AUTHORIZING A LOAN PURSUANT A LOAN AGREEMENT BETWEEN DICKSON COUNTY, TENNESSEE, AND THE PUBLIC BUILDING AUTHORITY OF THE CITY OF CLARKSVILLE, TENNESSEE, IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED \$6,000,000; AUTHORIZING THE EXECUTION AND DELIVERY OF SUCH LOAN AGREEMENT AND OTHER DOCUMENTS RELATING TO SAID LOAN; APPROVING THE ISSUANCE OF A BOND BY SUCH PUBLIC BUILDING AUTHORITY; PROVIDING FOR THE APPLICATION OF THE PROCEEDS OF SAID LOAN AND THE PAYMENT OF SUCH INDEBTEDNESS; AND, CONSENTING TO THE ASSIGNMENT OF THE COUNTY'S OBLIGATION UNDER SUCH LOAN AGREEMENT**

**WHEREAS**, the Board of Commissioners (the "Board"), of Dickson County, Tennessee (the "County"), has determined that it is necessary to finance the costs of certain "public works projects", as defined in Title 9, Chapter 21, Tennessee Code Annotated, as from time to time amended and supplemented, consisting of the renovation, repair, and improvement of various schools within the County, the acquisition of all other property real and personal appurtenant thereto and connected with such work, and to pay all legal, fiscal, administrative, and engineering costs incident thereto, and paying costs incurred in connection with the issuance of the bond and the loan of the proceeds thereof to the County (collectively, the "Project"), by obtaining a loan from The Public Building Authority of the City of Clarksville, Tennessee (the "Authority");

**WHEREAS**, it has been determined by the Board of the County to be in the best interests of the County to finance the Project through The Tennessee Municipal Bond Fund variable rate loan program;

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

**WHEREAS**, in order to effectuate the program, the Issuer has authorized and approved by its Resolution, adopted November 5, 2013, the issuance of its Local Government Loan Program Bonds, in an aggregate principal amount not to exceed \$300,000,000;

**WHEREAS**, the Authority will issue its Variable Rate Local Government Loan Program Bond, Series 2014 (Dickson County School Loan) (the "Bond"), in the principal amount of not to exceed Six Million Dollars (\$6,000,000), and loan the proceeds thereof to the County pursuant to the provisions of a Loan Agreement, between the County and the Authority, to be dated the date of issuance and delivery (the "Loan Agreement");

**WHEREAS**, the indebtedness evidenced by the Loan Agreement shall be payable from any and all funds of the County legally available therefor, including, but not necessarily limited to, ad valorem taxes to be levied for such purpose on all taxable property within the corporate limits of the County, without limitation as to time, rate, and amount and for the punctual payment of said principal of, premium, if any, and interest on, the Loan Agreement, the full faith and credit of the County will be irrevocably pledged;

**WHEREAS**, the Bond is to be secured by and contain such terms and provisions as set forth in (i) that certain Indenture of Trust (the "Indenture"), by and between the Authority and The Bank of New York

Mellon Trust Company, N.A., as trustee (the "Trustee"), and (ii) that certain Bond Purchase Agreement, entered into between the Authority and the purchaser of the Bond (the "Purchaser").

**NOW, THEREFORE, BE IT RESOLVED BY the Board of Commissioners of Dickson County, Tennessee, as follows:**

Section 1. Approval of the Loan. (a) For the purpose of providing funds to finance the Project and to pay costs incident to the issuance and sale of the Bond and the loan of the proceeds thereof to the County, the loan to the County from the Authority is hereby authorized in the principal amount of not to exceed \$6,000,000 and the County is hereby authorized to borrow such funds from the Authority.

(b) The Bond to be issued by the Authority shall bear interest at a variable rate, such variable rate to be based on the Securities Industry and Financial Markets Association Rate ("SIFMA"), plus an initial purchasing bank spread of eighty-five basis points (0.85%) which is based on the County's long term debt rating, plus any additional fees, all as provided in the Indenture and Loan Agreement; provided, however, that such rate shall not exceed the maximum rate of interest permitted under the laws of the State of Tennessee. The County Mayor and County Clerk are authorized to enter into the Loan Agreement. The County shall make payments of interest and principal in the amounts and on the dates set forth in the Loan Agreement from the sources and funds described herein and in the Loan Agreement. The Loan Agreement shall be for a term of twenty years. The final amortization of principal amounts of the loan evidenced by the Loan Agreement may be established by the County Mayor, at the time of the sale of the Bond and the execution and delivery of the Loan Agreement, as shall be determined to be in the best interests of the County.

Section 2. Approval of Loan Agreement. The form, terms, and provisions of the Loan Agreement are in the best interest of the County and are hereby approved and the Board hereby authorizes the County Mayor and the County Clerk of the County to execute and deliver such Loan Agreement, such Loan Agreement to be in substantially the form of the Loan Agreement presented to this meeting, the execution of such Loan Agreement by the County Mayor and the County Clerk to evidence their approval of any and all changes to such Loan Agreement, and any related documents necessary to the consummation of the transactions contemplated by the Loan Agreement. The County further agrees to comply with, and to enable the Authority to comply with, all covenants and requirements contained in the Indenture, Bond Purchase Agreement, and that certain Tax Exemption Certificate to be executed by the Authority at the time of the issuance of the Bonds.

Section 3. Fulfillment of Obligations. The Board of the County is authorized and directed to fulfill all obligations of the County under the terms of the Loan Agreement.

Section 4. Tax Levy. There shall be levied and collected in the same manner as other ad valorem taxes of the County on all taxable property within the corporate limits of the County without limitation as to time, rate, or amount, to the extent necessary in the event funds of the County legally available to pay the indebtedness evidenced by the Loan Agreement are insufficient, a tax sufficient to pay when due the amounts payable under the Loan Agreement, as and when they become due, and to pay any expenses of maintaining and operating the Project required to be paid by the County under the terms and provisions of the Loan Agreement. For the prompt payment of the Loan Agreement, both principal and interest, as the same shall become due, the full faith and credit of the County are irrevocably pledged.

Section 5. Approval of Bond, Indenture, and Bond Purchase Agreement. For the purpose of providing funds to make the loan to the County evidenced by the Loan Agreement, as provided herein and in the Loan Agreement, and to pay legal, fiscal, and administrative costs incident thereto, including costs

incident to the issuance and sale of the Bond related to the Loan Agreement, the issuance and sale of the Bond by the Authority in connection with the Loan Agreement is hereby approved. The County further approves the execution and delivery of the Indenture and the Bond Purchase Agreement by the Authority in connection with the issuance of the Bond.

Section 6. Disposition of Proceeds. The proceeds from the sale of the Bond shall be paid, from time to time, to the official of the County designated by law as the custodian of the funds of the County, upon submission of a requisition for such funds by the County to the Trustee, in accordance with the terms of the Indenture and Loan Agreement. Such proceeds shall be disbursed solely to finance the costs of the Project and to pay costs of issuance incurred in connection with the issuance of the Bond and the loan of the proceeds thereof to the County.

Section 7. Consent to Assignment. The County hereby consents to the assignment of all of the Authority's right, title, and interest in and to the Loan Agreement to the Trustee as security for the Bonds to which such Loan Agreement relates, except for certain reserved rights of the Authority.

Section 8. Reimbursement Provisions. The County may have made or may hereafter make expenditures with respect to the Project from a source of funds other than proceeds of the loan from the Authority under the Loan Agreement, such expenditures occurring prior to the execution and delivery of the Loan Agreement. The County reasonably expects that it will reimburse such original expenditures with proceeds of the loan from the County made pursuant to the Loan Agreement to the extent permissible under Treasury Regulation 1.150-2.

Section 9. Arbitrage Certification. The County recognizes that the purchaser and owner of the Bond will have accepted it on, and paid therefor a price that reflects the understanding that interest thereon is excludable from gross income for purposes of federal income taxation under laws in force on the date of delivery of the Bond. In this connection, the County agrees that it shall take no action which may cause the interest on the Bond to be included in gross income for federal income taxation. It is the reasonable expectation of the Board of the County that the proceeds of the Bond will not be used in a manner which will cause the Bond to be an "arbitrage bond" within the meaning of Section 148 of the Code, and to this end the said proceeds of the Bond and other related funds established for the purposes herein set out shall be used and spent expeditiously for the purposes described herein. The Board further covenants and represents that in the event it shall be required by Section 148(f) of the Code to pay any investment proceeds of the Bond to the United States government, it will make such payments as and when required by said Section 148(f) and will take such other actions as shall be necessary or permitted to prevent the interest on the Bond from becoming taxable. The County Mayor and County Clerk, or either of them, are authorized and directed to make such certifications in this regard in connection with the sale of the Bond as either or both shall deem appropriate, and such certifications shall constitute a representation and certification of the County.

Section 10. Miscellaneous Acts. The County Mayor, the County Clerk, the County Attorney, and all other appropriate officials of the County are hereby authorized, empowered, and directed to do any and all such acts and things, and to execute, acknowledge, and deliver all such documents, instruments, and certifications, in connection with the execution of the Loan Agreement and the issuance of the Bond by the Authority, in addition to those acts, things, documents, instruments, and certifications hereinbefore authorized and approved, as may in their discretion, be necessary or desirable to implement or comply with the intent of this Resolution; or any of the documents herein authorized and approved.

Section 11. Captions. The captions or headings in this Resolution are for convenience only and shall in no way define, limit, or describe the scope or intent of any provision hereof.

Section 12. Severability. Should any provision or provisions of this Resolution be declared invalid or unenforceable in any respect by final decree of any court of competent jurisdiction, the invalidity or unenforceability of such section, paragraph, ordinance, or provisions shall not affect the remaining provisions of such Resolution.

Section 13. Repeal of Conflicting Resolutions. All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed.

Section 14. Effective Date. This Resolution shall take effect upon its adoption, the welfare of the County requiring it.

Adopted this 17th day of November, 2014.

Aye \_\_\_\_\_

Pass \_\_\_\_\_

Nay \_\_\_\_\_

Abstain \_\_\_\_\_

APPROVED:

\_\_\_\_\_  
County Mayor Bob Rial

ATTEST:

\_\_\_\_\_  
County Clerk Luanne Greer

STATE OF TENNESSEE)  
COUNTY OF DICKSON)

I, Luanne M. Greer, hereby certify that I am the duly qualified and acting County Clerk of Dickson County, Tennessee (the "County"), and, as such official, I further certify as follows: (1) that attached hereto is a copy of a resolution excerpted from the minutes of the meeting of the Board of Commissioners of said County held on November 17, 2014; (2) that I have compared said copy with the original minute record of said meeting in my official custody; (3) that said copy is a true, correct, and complete copy of such resolution authorizing the incurrence of indebtedness in the amount of not to exceed \$6,000,000 by said County; (4) that the actions by said Board of Commissioners including the aforementioned, at said meeting were promptly and duly recorded by me in a book kept for such purpose; and, (5) that a quorum of the members of said Board of Commissioners was present and acting throughout said meeting.

WITNESS my official signature and the seal of said County this 17th day of November, 2014.

\_\_\_\_\_  
County Clerk

(SEAL)

**RESOLUTION NUMBER \_\_\_\_\_**

**RESOLUTION TO RENAME A PORTION OF COUNTY ROAD  
KNOWN AS “LOG WALL ROAD” TO “OLD LOG WALL ROAD”**

**WHEREAS**, at the request of the County’s E911 Board, the Dickson County Highway Commission has recommended to the county legislative body for the County of Dickson, Tennessee that *a portion of* the County road known as “Log Wall Road” be changed to “Old Log Wall Road”;

**WHEREAS**, Log Wall Road is a public road that begins at Sylvia Road and is maintained by the County for a distance of 0.72 miles according to the most recent certified road list presented to, and approved by, the County;

**WHEREAS**, the portion of “Log Wall Road” to be renamed and designated as “Old Log Wall Road” is the portion of Log Wall Road that extends beyond a distance of 0.49 miles from its intersection with Sylvia Road;

**WHEREAS**, the effect of this resolution is that the first 0.49 miles of Log Wall Road from its intersection with Sylvia Road will continue to be designated as “Log Wall Road”, and the remaining portion of the “Log Wall Road, being a distance of 0.23 miles, will be renamed and designated as “Old Log Wall Road”;

**WHEREAS**, the county legislative body has determined that the requested change is in the best interests of the citizens of Dickson County.

**NOW, THEREFORE, BE IT RESOLVED**, that the county legislative body for the County of Dickson, Tennessee, meeting in regular session in Charlotte, Tennessee, this 17<sup>th</sup> day of November, 2014, hereby renames and designates the portion of “Log Wall Road” that extends beyond a distance of 0.49 miles from its intersection with Sylvia Road as “Old Log Wall Road” (the “Renamed Section”);

**BE IT FURTHER RESOLVED**, that all signage presently designating the Renamed Section as “Log Wall Road” be replaced with signage designating the Renamed Section as “Old Log Wall Road”, and that the County’s road maps and certified road list be amended to reflect such designation;

**BE IT FURTHER RESOLVED**, that the costs associated with creating and installing the new signage be an expense of the County to be paid from the Highway Public Works Fund (Fund 131); and

**BE IT FURTHER RESOLVED**, that this Resolution shall take effect immediately upon passage, the public welfare requiring it.

**ADOPTED THIS 17<sup>TH</sup> DAY OF NOVEMBER, 2014.**

Aye	_____	Pass	_____
Nay	_____	Abstain	_____

**APPROVED:**

\_\_\_\_\_  
County Mayor Bob Rial

**ATTEST:**

\_\_\_\_\_  
County Clerk Luanne Greer

RESOLUTION NO. \_\_\_\_\_

**RESOLUTION TO AUTHORIZE PURCHASING AGENT  
TO ENTER INTO CONTRACT WITH PINNACLE DATA SYSTEMS, L.L.C.  
FOR CERTAIN BILL PROCESSING SERVICES ON BEHALF OF THE  
SANITATION BOARD OF DICKSON COUNTY, TENNESSEE**

**WHEREAS**, the Sanitation Board of Dickson County, Tennessee (the “Sanitation Board”) has requested that the County of Dickson, Tennessee (the “County”), enter into a contract with Pinnacle Data Systems, L.L.C. (“Pinnacle”) for Pinnacle to provide to the Sanitation Board certain bill processing services;

**WHEREAS**, the services to be provided by Pinnacle to the Sanitation Board are similar to bill processing services presently provided by Pinnacle to the Dickson Electric System;

**WHEREAS**, the County presently has an agreement with Dickson Electric System to assist with billing and collection activities for the Sanitation Board, and the data to be used by Pinnacle in its contract with the Sanitation Board is in a format with which Pinnacle is already familiar based on the services presently provided by Pinnacle to Dickson Electric System;

**WHEREAS**, the services to be provided by Pinnacle to the Sanitation Board, and the form of the proposed contract, are set forth in Exhibit A attached hereto and incorporated herein by reference (the “Contract”);

**WHEREAS**, the county legislative body for the County of Dickson, Tennessee, has determined that it is in the best interests of the County that the County enter into a contract with Pinnacle for the services described above.

**NOW, THEREFORE, BE IT RESOLVED** by the county legislative body for the County of Dickson, Tennessee, meeting in regular session, this 17<sup>th</sup> day of November, 2014, in Charlotte, Dickson County, Tennessee, that the Purchasing Agent for the County is hereby authorized to enter into a contract with the Pinnacle on terms substantially similar to those set forth in the proposed Contract attached hereto subject to any revisions deemed reasonable or necessary by the Purchasing Agent so long as such revisions are not less favorable to the County than the terms set forth in the attached proposed Contract; and

**BE IT FURTHER RESOLVED**, that this Resolution shall take effect immediately upon passage, the public welfare requiring it.

**ADOPTED THIS 17<sup>th</sup> DAY OF NOVEMBER, 2014.**

Aye \_\_\_\_\_

Pass \_\_\_\_\_

Nay \_\_\_\_\_

Abstain \_\_\_\_\_

**APPROVED:**

\_\_\_\_\_  
County Mayor Bob Rial

**ATTEST:**

\_\_\_\_\_  
County Clerk Luanne Greer

**RESOLUTION \_\_\_\_\_**

**A RESOLUTION EXTENDING THE AREA OF  
REDDEN ROAD TO BE MAINTAINED BY THE COUNTY**

**WHEREAS**, the office of the Dickson County Road Superintendent does routinely maintain and compile a summary report of all county roads which are currently maintained by the Dickson County Highway Department, the same document referred to as the Dickson County Road Report or the certified road list;

**WHEREAS**, the Dickson County Commission reviews annually and accepts a Dickson County Road Report prepared by the Dickson County Highway Department in order to assist the public by keeping on file a summary of all Dickson County roads currently being *maintained* by the Dickson County Highway Department;

**WHEREAS**, the most recent Dickson County Road Report presented to, and accepted by, the Dickson County Commission, includes a road known as Redden Road as a road that is being maintained by the Dickson County Highway Department;

**WHEREAS**, according to the most recent Dickson County Road Report, the Dickson County Highway Department is presently *maintaining* Redden Road for a distance of 0.19 miles from its intersection with "R. Owen Road";

**WHEREAS**, Redden Road appears on the Dickson County Road Map as a public road that extends from R. Owen Road for a distance of 0.40 miles;

**WHEREAS**, the Dickson County Highway Department has recommended to this body that the portion of Redden Road to be maintained by the Dickson County Highway Department be lengthened from a distance of 0.19 miles to 0.40 miles from its intersection with R. Owen Road, being the distance that is recognized by the Dickson County Highway Department as the present length of the public road known as Redden Road; and

**WHEREAS**, the legislative body for the County of Dickson, Tennessee, has determined that the amendment to the Dickson County Road Report, as requested by the Dickson County Highway Department, is in the best interests of the citizens of Dickson County, Tennessee.

**NOW, THEREFORE, BE IT RESOLVED** that the legislative body for the County of Dickson, Tennessee, meeting in regular session on the 17<sup>th</sup> day of November, 2014, in Charlotte, Tennessee, hereby accepts and approves an amendment to the existing Dickson County Road Report to change the distance of Redden Road to be maintained by the Dickson County Highway Department from 0.19 miles to 0.40 miles from its intersection with R. Owen Road.

**BE IT FURTHER RESOLVED**, that this Resolution shall take effect immediately upon passage, the public welfare requiring it.

**ADOPTED THIS 17<sup>th</sup> DAY OF NOVEMBER, 2014.**

Aye \_\_\_\_\_  
Nay \_\_\_\_\_

Pass \_\_\_\_\_  
Abstain \_\_\_\_\_

**APPROVED:**

\_\_\_\_\_  
County Mayor Bob Rial

**ATTEST:**

\_\_\_\_\_  
County Clerk Luanne Greer

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION TO AUTHORIZE DICKSON COUNTY TO APPLY FOR GRANT THROUGH THE TENNESSEE DEPARTMENT OF SAFETY & HOMELAND SECURITY TO PURCHASE EQUIPMENT & SUPPLIES TO BE USED BY THE COUNTY'S EMERGENCY MANAGEMENT AGENCY (EMA)**

**WHEREAS**, the Emergency Management Agency for the County of Dickson, Tennessee (the "EMA") has requested authorization to apply through the Tennessee Department of Safety & Homeland Security ("Homeland Security") for a \$1,500 grant to be used to purchase various items equipment and supplies to be used by the Citizen Emergency Response Teams ("CERT") established by the County (the "Grant");

**WHEREAS**, the Grant is a one-hundred percent (100%) grant in which the County of Dickson, Tennessee, will not be required to contribute any amount with the initial payments being made by the County, but then being reimbursed 100% by Homeland Security;

**WHEREAS**, the county legislative body has determined that it is in the best interests of the County that the County's EMA apply for the Grant, and if awarded the grant, that the County's EMA purchase the equipment and/or supplies permitted by the grant.

**NOW, THEREFORE, BE IT RESOLVED** by the county legislative body for the County of Dickson, Tennessee, meeting in regular session, this 17<sup>th</sup> day of November, 2014, in Charlotte, Tennessee, that the County's EMA, Purchasing Agent, and/or the County Mayor are hereby authorized to proceed with filing an application for the \$1,500 Grant, and (if awarded the grant) the purchase of the equipment and/or supplies permitted by the grant;

**BE IT FURTHER RESOLVED** that the County's EMA, Purchasing Agent, and/or County Mayor are also authorized to execute any and all documents necessary to give effect to this resolution;

**BE IT FURTHER RESOLVED**, that this Resolution shall take effect immediately upon passage, the public welfare requiring it.

**ADOPTED THIS 17<sup>th</sup> DAY OF NOVEMBER, 2014.**

Aye \_\_\_\_\_

Pass \_\_\_\_\_

Nay \_\_\_\_\_

Abstain \_\_\_\_\_

**APPROVED:**

\_\_\_\_\_  
County Mayor Bob Rial

**ATTEST:**

\_\_\_\_\_  
County Clerk Luanne Greer

**RESOLUTION NUMBER \_\_\_\_\_**

**RESOLUTION TO AUTHORIZE REIMBURSEMENT TO  
SHERIFF FOR EXPENDITURE MADE ON BEHALF OF THE  
DICKSON COUNTY SHERIFF’S OFFICE**

**WHEREAS**, Dickson County Sheriff Jeff Bledsoe has requested that this legislative body approve a reimbursement for personal funds expended by him for the benefit of the Dickson County Sheriff’s Office (the “DCSO”);

**WHEREAS**, on or about October 14, 2014, the computer system for the DCSO was the subject of an attack by an outside source using the name “Nimrod Gruber”, a source that has yet to be identified, resulting in over 70,000 DCSO files being rendered inaccessible and at risk of destruction;

**WHEREAS**, the files placed at risk included evidence files pertaining to active criminal cases being handled by the DCSO;

**WHEREAS**, following the attack on the DCSO’s computer system, the Sheriff consulted with state and federal law enforcement authorities in an effort to determine the source of the attack, the likelihood that the attack could result in the loss of critical files, and the proper response to be made to the attack;

**WHEREAS**, based on the Sheriff’s consultation with state and federal law enforcement authorities, it was determined that the best approach to protect the files at risk was to expend funds in the amount of \$571.99 to obtain the necessary code(s) to regain access to the files (the “Release Payment”);

**WHEREAS**, the Release Payment was made from personal funds by a deputy with the DCSO, and the Sheriff subsequently reimbursed the deputy from the Sheriff’s own personal funds;

**WHEREAS**, in addition to the Release Payment, the Sheriff also incurred a wire transfer fee of \$50.01 which was also paid by the Sheriff from his own personal funds;

**WHEREAS**, this legislative body has determined that reimbursement of \$622.00 to the Sheriff is in the best interests of the citizens of Dickson County, Tennessee.

**NOW, THEREFORE, BE IT RESOLVED**, that the county legislative body for the County of Dickson, Tennessee, meeting in regular session on this 17<sup>th</sup> day of November, 2014, does hereby authorize the DCSO to reimburse the Sheriff personally in the amount of \$622.00 from funds already appropriated in the budget established for the DCSO.

**BE IT FURTHER RESOLVED**, that this Resolution shall take effect immediately upon passage, the public welfare requiring it.

**ADOPTED THIS 17<sup>TH</sup> DAY OF NOVEMBER, 2014.**

Aye \_\_\_\_\_ Pass \_\_\_\_\_  
Nay \_\_\_\_\_ Abstain \_\_\_\_\_

**APPROVED:**

\_\_\_\_\_  
County Mayor Bob Rial

**ATTEST:**

\_\_\_\_\_  
County Clerk Luanne Greer



## DOCUMENT OUTPUT SERVICE AGREEMENT

This **SERVICE AGREEMENT** ("Agreement"), dated to be effective as of the \_\_\_\_ day of October, 2014, made and entered into by and between the County of Dickson, Tennessee (the "**County**" or "**Customer**"), and Pinnacle Data Systems, L.L.C., an Alabama limited liability company ("**PDS**" or the "**Vendor**"), sets forth the terms and conditions under which PDS will provide certain services to Customer as set forth in Addendum A attached hereto and incorporated herein by reference (the "Services").

1. **COMMENCEMENT OF SERVICE.** This Agreement is nonexclusive and shall be effective as of the date set forth above, and shall remain in effect for a term of three (3) years (the "Initial Term") unless earlier terminated by either party pursuant to the terms of this Agreement.
2. **CHARGES. INVOICES ARE DUE AND PAYABLE UPON RECEIPT.** Any amount not paid within 30 days of the invoice date shall bear interest at the rate of 1-1/2% per month, or the maximum legal rate, whichever is less, until paid. Each year PDS may increase prices upon 60 days written notice. Those increases will be based on the most recently published Consumer Price Index, unless otherwise specified and will not exceed 10% per annum. The Customer shall have the right to terminate this Agreement within sixty (60) days following its actual receipt of notice.
3. **CONFIDENTIALITY.** PDS shall use its best efforts to guard the confidentiality of Customer records and information furnished by Customer. PDS agrees that all confidential material received from Customer is proprietary to Customer, and PDS shall not copy, duplicate, disclose or otherwise use any such material and/or information, except upon presentation of appropriate documentation as may be necessary to perform the Services contemplated by Customer order(s) or upon presentation of appropriate documentation with the written consent of the Customer or unless such information is otherwise in the public domain. PDS grants Customer the right to audit PDS' operations to ensure that it is adhering to the terms of this Agreement, in terms of quality, billing accuracy, and data privacy and confidentiality.
4. **INDEMNIFICATION.** PDS agrees to indemnify County and hold it, its elected officials, employees, and agents harmless from any and all claims and/or actions whatsoever arising from the provision of the Services by the Vendor to the County to include any violation of any applicable federal, state, or local statute, law, ordinance, rule, or regulation unless such claim or action is as a direct result of inaccurate information provided by the County to the Vendor.
5. **SERVICE FEES.** Customer agrees to pay the fees set forth on Addendum B attached hereto and incorporated herein by reference for the provision of the Services charged by PDS. Changes with the Services provided and the fees charged will be detailed in each invoice delivered by PDS to the Customer. Future changes to Addendum A may result in changes in the fee schedules in Addendum B. No additional services other than the Services will be performed by PDS for the Customer unless and until an agreement is reached by the parties regarding the pricing for such additional services.
6. **TERMINATION.** This Agreement may be terminated by Customer or PDS at any time upon ninety (90) calendar days' written notice of such termination by sending written notice to the other party at the address specified at the end of this Agreement provided, however, that either party may modify such address upon written notice to other. The rights of PDS and Customer's obligations under Sections 5, 10, and 13 of this Agreement and Addendum C will survive termination of this Agreement, and any liability Customer has with respect to its acts or omissions

prior to such termination or closure will also survive such termination or closure. Should PDS be unable to deliver the contracted services at the required quality level acceptable to the Customer, Customer shall have the right to terminate this Agreement without penalty or fees with 90 days' written notice.

7. **MODIFICATIONS, AMENDMENTS, AND WAIVERS.** This Agreement, including Addenda A, B, and C, may not be modified or amended, or any provision thereof waived, except in writing signed by all the parties to this Agreement hereto.

8. **DEFAULT.** If Customer fails to pay any amount when due, PDS may without notice take one or more actions, including but not limited to the following actions: (I) terminate this Agreement, (II) suspend performance and (III) declare any unpaid balances immediately due. If any amount is past due more than 45 days, PDS will suspend service until the past due amount is paid in full. In addition, Customer shall be liable for all costs and expenses, including reasonable attorney's fees, incurred by PDS to enforce collection of any monies due under this Agreement.

9. **EXCUSABLE DELAY.** Any delays in or failure of performance by PDS under this Agreement shall not be considered a breach if and to the extent such delay or failure is caused by occurrences or circumstances beyond the reasonable control of PDS, including, but not limited to, acts of God, embargoes, governmental restrictions, strikes, riots, wars or other military action, civil disorder or sabotage.

10. **NO REPRESENTATIONS OR WARRANTIES OF PDS OR OTHER PARTIES.** PDS shall not be responsible for the errors, acts or omissions of others, including but not limited to communications carriers, correspondents or clearinghouses through which PDS may perform its services under this Agreement or receive or transmit information in performing its obligations under this Agreement and makes no representation or warranty with regard thereto. Further, PDS shall not be responsible for any loss, liability or delay caused by wars, failures in communications networks, labor disputes, work stoppages, legal constraints, fires, power surges or failures, earthquakes, civil disturbances, act or omissions of the U.S. Postal Service, or other events beyond the control of PDS, as the case may be. **PDS DOES NOT MAKE ANY EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE SERVICES IT PERFORMS UNDER THIS AGREEMENT OTHER THAN THOSE EXPRESSLY SET FORTH IN THIS AGREEMENT.**

11. **ENTIRE AGREEMENT.** This Agreement, including Addenda A, B and C, constitutes the entire understanding between the parties with respect to the subject matter hereof.

12. **ASSIGNMENT.** This Agreement shall not be assigned by Customer without prior written consent of PDS. If Customer resells or allows any third party to use the Services described herein in any manner, Customer shall indemnify and hold PDS, its officers, directors, employees, and agents harmless from and against all loss and expense associated with any claim or threatened claim (including the defense thereof) of such third party, including attorney's fees, court costs and judgments. PDS may assign this Agreement to any affiliate, parent, or subsidiary of PDS without the consent of Customer. PDS acknowledges that the Sanitation Board of Dickson County, Tennessee is a part of the County, and is not a separate or third party for purposes of this Agreement.

13. **NOTICES.** All notices from one party to another shall be in writing, or be made by a telecommunications device capable of creating a written record, shall be delivered to Customer and PDS at their contact addresses specified at the end of this Agreement, or any other address



which any party provides notice to the other in writing, and shall be effective upon receipt. Any notice sent by one party to this Agreement to another party shall also be sent to the other parties (if any) to this Agreement.

14. **SUCCESSORS AND ASSIGNS.** This Agreement shall be binding upon and inure to the benefit of all the parties to this Agreement and their successors and assigns.

15. **GOVERNING LAW.** This Agreement shall be governed by and be construed in accordance with the laws of the State of Tennessee. Any action to enforce the terms of this Agreement shall be brought before a court of competent jurisdiction sitting without a jury in Dickson County, Tennessee.

16. **SEVERABILITY.** Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall be ineffective to the extent of such prohibition or unenforceability, but all the remaining provisions of this Agreement shall remain valid and in full force and effect.

17. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts each of which shall be an original with the same effect as if the signatures thereto and hereto were upon the same instrument.

**Pinnacle Data Systems, L.L.C.**

**County of Dickson, Tennessee**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: Don Hall

Title: \_\_\_\_\_

Title: Purchasing Agent

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Address:

Address:

**350 Automation Way**  
**Birmingham, Alabama 35210**

**425 Eno Road**  
**Dickson, Tennessee 37055**

**ADDENDUM A**  
**Services**

- PDS will process, print and mail Dickson Sanitation Collection letters.
- Dickson County Sanitation will provide PDS with an Xcel spreadsheet that has the fields defined such as address, amount due, date.
- Dickson County Sanitation will provide PDS with the standard verbiage they want on the postcards.
- Service Level Agreement (SLA) Next Business Day.  
Business days are defined Monday – Friday.
- PDS will send files over 500 pieces up through CASS/PAVE to obtain the lowest postal rate.
- Print PDS Generic tabbed postcards utilizing highlight color (1 color, red)

Initials\_\_\_\_\_

Initials\_\_\_\_\_

**ADDENDUM B**  
**Pricing**

<b><u>Description</u></b>	<b><u>Cost</u></b>	<b><u>Comment</u></b>
Processing - 1st page Note: (front of the page)	\$0.077	Per page. Includes generic forms and generic #10 outgoing and # 9 return envelope.
Processing - Additional pages	\$0.035	Per page
Back of page	\$0.010	Per back printed
Postal Optimization	\$0.005	Each
Insertion of a insert	\$0.007	Per insert
9x12 envelope	\$0.65	Each flat envelope
Highlight Color	\$0.015	Each image.
House Holding (Statement Consolidation)	\$0.060	Per document
Data Suppression	\$0.100	Per record suppressed
PDF Images	\$0.015	Each image
Postcards	\$0.15	Each postcard (includes tabbing and highlight color)
Implementation of collection letters (one- time fee)	\$1,000.00	One-time fee to set up *
Programming (after implementation)	\$100.00	Per programming hour

- \* Implementation fee a one-time set up fee that includes setting up collection letters:
- o Setting up collection letters using postcards.
  - o Setting up collection letters using 8.5x11 Generic paper stock

Initials \_\_\_\_\_

Initials \_\_\_\_\_

**Pricing continued**

**Product:** eBill

**Project Scope:**

- Project Management & Business Rule Definitions
- Integrate with Client's website including hyperlinks
- Software Programming and Development
- Composition/Presentation of exact replica of invoice
- Set-up of email notifications
- Access to on-line customer portal for system management
- Training and Support

**Pricing:**

Implementation Fee (one-time fee):	\$2,500 ***	
Monthly Minimum Charge:	\$300.00	(See Note 1)
Processing/Presentation:	\$0.10 per enrolled account	(See Note 2)
Online Archiving for twelve (12) months	\$0.015 per image	(See Note 3)
Images Storage > twelve (12) months	\$0.0025 per image/month	(See Note 4)

\*\*\* Implementation Fee includes: Redesign of the Sanitation bills

**Note 1:** The Monthly Minimum Fee represents a monthly charge for the product maintenance support, and access to the online customer portal.

**Note 2:** Fee is imposed after monthly minimum charge has been achieved.

**Note 3:** The documents archived will be available to all Dickson County Solid Waste authorized personnel. This fee is based on the total number of images ingested into the system during the current calendar month and does not include images ingested in prior months.

**Note 4:** In the event that selected images are maintained on the system for a period greater than twelve (12) months, an incremental charge will be imposed by PDS for those images. The amount represents the total monthly charge for each particular image regardless of the number of months the image remains on the system.

Initials\_\_\_\_\_

Initials\_\_\_\_\_

**ADDENDUM C**  
**SPECIAL TERMS AND CONDITIONS**

1. **POSTAGE.** A postage deposit equal to Sixty days of processing will be required prior to the commencement of the service or postage must be prepaid. This deposit will be retained and utilized during the term of the contract and returned to Customer at such time that services are no longer provided. Should postage costs increase during the term of this contract the price increase will be passed through to and paid by Customer.

2. **MEDIA.** If data supplied by Customer via magnetic tape, cartridge or telecommunications is not totally machine readable or erroneous, Customer shall be required to pay for all output produced and postage or freight charges incurred with regard thereto. Customer will be billed at the rates agreed to for programming efforts required to correct or bypass errors or omissions in Customer-supplied data.

3. **WARRANTY.** PDS shall use due care in processing all work submitted by Customer and at its expense, and shall rerun or credit any job which cannot be used in the normal course of business. If any computer tapes furnished by Customer are damaged due to PDS's equipment or process, PDS shall replace such tapes at its own expense. PDS shall not be liable for the loss of any information on Customers tapes and shall not be responsible in any manner for errors in data furnished by Customer. THE FOREGOING WARRANTY IS PDS'S EXCLUSIVE WARRANTY AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE SPECIFICALLY DISCLAIMED.

4. **LIMITATION OF LIABILITY.** In the event that any party to this Agreement suffers or incurs any losses, liabilities, damages, claims, demands, obligations, actions, suits, judgments, penalties, costs or expenses, including, but not limited to, attorneys' fees, (collectively, "Losses and Liabilities") as a result of or in connection with its or any other party's performance or failure to perform its obligations under this Agreement, the affected parties will negotiate in good faith in an effort to reach a mutually satisfactory allocation of such Losses and Liabilities, it being understood that PDS will not be responsible for any Losses and Liabilities due to any cause other than its own negligence or breach of this Agreement. In any event, PDS's liability shall be limited to direct money damages in an amount not to exceed two (2) times all the fees of PDS charged or incurred for the Bill Print during the calendar month immediately preceding the calendar month in which such Losses and Liabilities occurred (or, if no fees of PDS were charged or incurred for the Bill Print in the preceding month, the fees of PDS charged or incurred for the Bill Print in the month in which the Losses and Liabilities occurred).

Any liability on the part of the Customer shall not exceed any statutory liability limits that apply to the Customer as a county. **NOTWITHSTANDING THE FOREGOING, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, INDIRECT OR PUNITIVE DAMAGES, WHETHER ANY CLAIM IS BASED ON CONTRACT OR TORT, WHETHER THE LIKELIHOOD OF SUCH DAMAGES WAS KNOWN TO SUCH PARTY, AND REGARDLESS OF THE FORM OF THE CLAIM OR ACTION, INCLUDING, BUT NOT LIMITED TO, ANY CLAIM OR ACTION ALLEGING GROSS NEGLIGENCE, WILLFUL MISCONDUCT, FAILURE TO EXERCISE REASONABLE CARE OR FAILURE TO ACT IN GOOD FAITH.**



Initials \_\_\_\_\_

Initials \_\_\_\_\_

## **AMB - MARS SERVICE AGREEMENT**

THIS SERVICE AGREEMENT (the “Agreement”) is made between the **County of Dickson, Tennessee** (“CLIENT”), and **Credit Bureau Systems, Inc.**, a Kentucky for-profit corporation doing business as Medical Accounts Receivable Systems and AMBulance Medical Billing (“AMB-MARS”). This Agreement will be effective for Services (as defined below) beginning on the 1st day of January, 2015 (the “Effective Date”).

In consideration of the representations, covenants and agreements contained in this Agreement and the attached Addenda, CLIENT and AMB-MARS agree as follows:

1. **Services.** AMB-MARS will use its best efforts to obtain reimbursement for CLIENT’s charges for all services (“Services”) rendered on or after the Effective Date through prompt billing of patients and third party payers and the timely management of CLIENT’s accounts receivable (the “Services”). During the term of this Agreement, AMB-MARS will be the sole provider of the Services to CLIENT. See attached Addenda 1 and 2 for additional services, which will be considered to be Services as defined above. AMB-MARS agrees to bill CLIENT’s patients and third party payers for a minimum of 90 days consisting of not less than three (3) consecutive monthly statements.
  
2. **Term.** The initial term of this Agreement will be for three (3) years (the “Initial Term”) from the Effective Date. Renewal of this agreement for successive three (3) year terms shall require the execution of a new agreement between the parties. Notwithstanding the foregoing, this Agreement can be terminated by the CLIENT at any time, for any reason during the initial term. In the event of termination by the CLIENT during the initial term for any reason other than “for cause”, CLIENT agrees to reimburse AMB-MARS for the following computer hardware and software supplied by AMB-MARS to CLIENT at the onset of this agreement:
  - a. Twelve (12) GETAC V110 Computers – Total AMB Initial Investment = \$34,200.00;
  
  - b. Image Trend Subscription – Total AMB Initial Investment = \$15,204.00

Any other provision contained herein to the contrary notwithstanding, the hardware and software costs described above shall be amortized over the three (3) year term of this

Agreement, and upon any termination of this Agreement by CLIENT for any reason other than “for cause”, the CLIENT’s reimbursement obligation to AMB-MARS shall be reduced in proportion to the three (3) year term that has lapsed. If AMB-MARS has not paid the full subscription fees or costs listed above, then the amount to be reimbursed by CLIENT shall be further reduced accordingly.

Upon the expiration of this Agreement, or upon any termination of this Agreement in which the CLIENT reimburses AMB-MARS as described above, it is agreed and understood that the hardware and software described in this Agreement shall be deemed to be the property of the CLIENT.

This Agreement may also be terminated on written notice in the event either party becomes excluded from participation by the Medicare or Medicaid program; AMB-MARS becomes legally unable to provide the services contemplated herein; or CLIENT becomes legally unable or ceases to provide medical services, or as otherwise specified herein.

If CLIENT elects to terminate the Image Trend contract, then MARS will handle and be responsible for the transfer of data from IMAGE TREND to the new vendor (at no additional cost to the County), and be responsible for any fees or charges assessed by IMAGE TREND to the County for the transfer of data to a new vendor. AMB-MARS will, at CLIENTS request, search for a qualified ePCR vendor for CLIENT to utilize in replace of IMAGE TREND Solutions, if IMAGE TREND ePCR is found inadequate and incapable of performing the patient care documentation and reporting for CLIENT.

3. **Fees.** Beginning as of the Effective Date, CLIENT agrees to pay AMB-MARS monthly, a base fee of 5.25% per month of net collections for the first year (the “Base Fee”) as noted in Exhibit A.

Net collections shall be defined as the total sum of all monies collected by AMB-MARS for all services rendered by CLIENT.

In addition to the Base Fee, CLIENT will reimburse AMB-MARS:

- a) In the event that CLIENT contracts for the additional service of assistance with collecting existing accounts receivable, AMB-MARS will provide a separate proposal and fee quotation that will apply to those services.

CLIENT agrees to pay the Base Fee and any additional charges described herein within thirty (30) days after receipt of each invoice from AMB-MARS. Notwithstanding anything

to the contrary in this Agreement, AMB-MARS will have the right to terminate this Agreement immediately if CLIENT defaults on its payment obligations of any undisputed amounts due under Section 3 and such payment default is not cured within thirty (30) days after AMB-MARS delivers written notice of such default to CLIENT.

4. **Bank Account and Treasury Process.** Where allowed for, all funds from insurance payers will be directed to an account specified by the CLIENT via an electronic funds transfer direct from the insurance payer. All other funds will be directed to AMB-MARS and deposited to the AMB-MARS Client Trust Account. Daily, all funds deposited to the AMB-MARS Client Trust Account on behalf of the CLIENT will be swept by an electronic ACH transfer to an account designated by the CLIENT.
5. **Operating Procedures.** CLIENT agrees to provide or to cause facilities or other sites at which CLIENT provides Services to provide to AMB-MARS with accurate and complete demographic, procedure and charge information, at no cost to AMB-MARS (“Demographic Information”). CLIENT acknowledges that AMB-MARS will rely on the Demographic Information in providing the Services and that the timing and amount of Net Collections generated by the Services are affected by the completeness, timeliness and accuracy of the Demographic Information and other variables, some of which are beyond the control of AMB-MARS.

AMB-MARS will bill and attempt to collect CLIENT charges in a manner consistent and in compliance with all applicable Federal, State and Local laws and regulations and within the policies and procedures of third party payers that are made known by such payers to medical practices and billing companies or otherwise known by AMB-MARS. AMB-MARS will indemnify and hold harmless CLIENT against any costs, damages, or liabilities incurred by CLIENT, its employees or contractors arising out of, or in any way related to AMB-MARS’s violation of the aforementioned laws, regulations, policies and/or procedures including, without limitation, the CLIENT’s attorneys’ fees and expert fees.

The parties may, from time to time, mutually agree in writing to specific operating policies and procedures related to the performance of Services under this Agreement. Any such operating policies and procedures, or amendments thereto, will, upon mutual written and signed agreement, become an integral part of this Agreement and shall be binding upon both parties.

6. **Confidentiality of CLIENT Information.** AMB-MARS agrees not to disclose to anyone other than CLIENT any information about CLIENT’s fee structure, internal compensation,

managed care or facility contracting strategies, or similar business information that would commonly be understood to be confidential, or any confidential medical information regarding CLIENT's patients received in the course of performing the Services (CLIENT's "Confidential Information"), except as required to bill charges, as legally required or as otherwise provided herein .

CLIENT agrees that it will not disclose to third parties the software and resulting or related processes or documentation of the proprietary software employed by AMB-MARS to provide the Services or any information about AMB-MARS's fees, operations, business methods or strategies except as required by law (AMB-MARS's "Confidential Information"). Each party's Confidential Information shall remain the property of that party, during and after this Agreement. It is agreed and understood, however, that the CLIENT is a governmental entity, and that certain disclosures are required, necessary, or appropriate, and that the CLIENT is required to produce public records upon request.

CLIENT agrees that AMB-MARS may use CLIENT information for research and statistical compilation purposes so long as CLIENT and patient identifying information is kept confidential in accordance with applicable law and that any product of the foregoing uses shall be the property of AMB-MARS.

7. **Software and Proprietary Information.** AMB-MARS affirms that it will at all times during the term of this Agreement, have a valid and current copy of and license for use of any third party billing software used to provide the Services and that the CLIENT will be given timely notice of any changes in third party software vendor or system to the extent those changes would materially affect the Services. The parties agree that AMB-MARS may store Demographic Information, back-up documentation, statements, explanations of benefits, payer inquiries and other information it receives in connection with the Services ("CLIENT Information") in electronic form through optical scanning or other technologies selected by AMB-MARS and that AMB-MARS is not obligated to maintain paper copies. AMB-MARS further affirms that it will at all times maintain a current and complete copy of all CLIENT Information in a secure, off-site location, and that no CLIENT data shall be deleted or purged unless: a.) a period of seven years has passed since the date of service relevant to the CLIENT Date; or, b.) CLIENT has given express written approval of such data deletion.

It is specifically acknowledged that all CLIENT data is the property of CLIENT but that AMB-MARS may maintain a copy for documentation of Services and for other purposes

relating to this Agreement during and after the term of this Agreement subject to AMB-MARS' obligation to maintain such information and documentation as confidential, and provided that AMB-MARS shall comply with any existing or future laws and/or regulations regarding the possession and use of such information.

- 8. Termination Procedures.** In the event this Agreement is terminated, for whatever reason, or expires, AMB-MARS will:
- a)** continue to perform Services, at the then-current rates hereunder, for a period of one hundred twenty (120) days after the effective date of termination (the "Wind Down Period") for all of CLIENT's accounts receivable relating to CLIENT's charges for Medical Services rendered prior to the termination date ("Existing Accounts Receivable");
  - b)** CLIENT expressly agrees to cooperate and assist AMB-MARS with its performance during the Wind Down Period and will timely report, or cause to be reported, all payments applicable to the Existing Accounts Receivable for which AMB-MARS is responsible.
  - c)** at the end of the Wind Down Period, discontinue performing Services as to CLIENT's Existing Accounts Receivable;
  - d)** deliver to CLIENT, after and conditioned upon full payment to AMB-MARS of all undisputed fees owed to AMB-MARS by CLIENT under this Agreement, a complete list of Existing Accounts Receivable (all debit and credit balances), and all data related to Services provided by CLIENT whether or not billed, in an industry standard electronic format, or in any format reasonably requested by CLIENT, including data layout and/or translation tables (it being understood that such data would be in a form that could easily be transitioned to, and used by, another provider);
  - e)** Except for the foregoing or for such other matters as the parties may agree to in writing, after the effective date of termination, AMB-MARS shall have no further obligations to provide Services to CLIENT under this Agreement. CLIENT may negotiate with AMB-MARS for additional transitional services or for the provision of additional data, including CLIENT Data, to be provided by AMB-MARS after the date of termination at CLIENT's additional expense.

9. **Non-Employment.** During the term of this Agreement and for a one year period commencing with the termination of this Agreement, each party agrees not to employ, directly or indirectly, or through any third party rendering services on behalf of such party, any employees of the other or its parent, affiliates or subsidiaries without written consent of the other party. Each party agrees that the other party does not have an adequate remedy at law to protect its rights under this section and agrees that the non-defaulting party will have the right to injunctive relief from any violation or threatened violation of this Section.
10. **Notice.** Any notices, payment, demand or communication required or permitted to be given by the provisions of this Agreement will be effective on the date of receipt if sent or delivered to AMB-MARS, Attention: President, if to AMB-MARS; and, Attention: County Mayor and County Purchasing Agent if to CLIENT.
11. **Governing Law and Jurisdiction.** The validity, interpretation and performance of this Agreement shall be governed by the laws of the State of Tennessee.
12. **Disputes.** Any dispute or claim arising out of this Agreement shall be submitted to a court of competent jurisdiction sitting in Dickson County, Tennessee.
13. **Independent Contractors.** The parties to this agreement are each independent contractors and nothing in this agreement shall be construed to create an employment relationship between either party or its members.
14. **Insurance.** AMB-MARS affirms that at all times during the term(s) of this Agreement, it shall have in force valid Worker's Compensation insurance covering all of its employees, as well as General Liability Insurance with a policy limit of not less than \$1,000,000, Fidelity Bond insurance with a policy limit of not less than \$500,000, and Errors and Omissions insurance with a policy limit of not less than \$1,000,000. Proof of such coverage shall be provided to CLIENT upon request. AMB-MARS shall give CLIENT timely notice of the cancellation or lapse of any of the above policies, and shall procure from its insurer (and provide copy of same to CLIENT) a written agreement by the insurer to provide to CLIENT not less than ten (10) days' advance notice of any cancellation, modification, or lapse of the above policies. AMB-MARS agrees that such lapse or cancellation shall be deemed cause for immediate termination of this Agreement. CLIENT shall be named as an additional insured on the above policies at no additional cost to CLIENT.
15. **Inspection.** CLIENT, its agents and representatives, shall at all times during the term of this Agreement, have reasonable access, during regular business hours, to review and inspect the

location(s) where the services are performed upon three (3) days advance written notice to AMB-MARS by CLIENT. Any inspection performed shall be governed by the confidentiality provisions of this Agreement and shall be conducted so as not to disrupt AMB-MARS's staff or business. AMB-MARS shall not unreasonably deny, restrict or delay access for any requested inspection.

In the event that CLIENT engages the services of an outside party to conduct or assist in any inspection, CLIENT shall ensure that all other parties are bound by a Confidentiality Agreement identical to the one applicable to the parties to this agreement.

**16. Force Majeur.** It is mutually agreed that in the performance of all duties by each party under this Agreement, time is of the essence. However, performance of duties hereunder may be impeded by occurrences beyond the control of one or both parties. Events such as flood, earthquake, hurricane, tornado, blizzard and other natural disasters; fire, riot, war or civil disturbance; strikes by common carriers; extended loss (more than 48 hours) of utilities (except for non-payment); and similar events shall excuse the affected party from performance of services impeded by such event(s). Nevertheless, each party has a duty to use reasonable efforts to prevent or mitigate such impediments. In the event that any catastrophe shall prevent the timely billing of CLIENT's services by AMB-MARS for more than fifteen (15) working days, CLIENT shall have the right to secure, without penalty, substitute services until AMB-MARS can restore services, at which time AMB-MARS's responsibilities and rights under this Agreement shall be reinstated provided, however, that a failure by AMB-MARS to use its best efforts to promptly and diligently pursue restoration of services shall be grounds for termination of this Agreement by CLIENT.

**17. Survival.** The warranty, indemnification and confidentiality obligations set forth in this Agreement shall survive any termination of this Agreement.

**18. Request for Proposal.** AMB-MARS acknowledges that the CLIENT has reasonably relied upon certain representations made by AMB-MARS in the proposal submitted by AMB-MARS in its response to the Request for Proposal issued by the CLIENT. AMB-MARS agrees that to the extent that the proposal submitted by AMB-MARS contains representations or terms which are more favorable to the CLIENT than those set forth herein, then such representations and/or terms are incorporated herein by reference.

**19. Miscellaneous.**

- a) This Agreement contains the entire agreement of the parties relative to the services to be provided to CLIENT and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied in the Agreement will be of any force or effect.
- b) This Agreement specifically supersedes any prior written or oral agreements between the parties relating to the provisions of the Services.
- c) This Agreement is binding upon, and inures to the benefit of and is enforceable by AMB-MARS, CLIENT and their respective legal representatives, assigns and successors in interest, subject to Section 19 (d) below.
- d) Neither party may assign this Agreement without the prior written consent of the other party.
- e) Any amendments or changes to this Agreement will be in writing and will not be effective until executed by both parties.
- f) AMB-MARS and CLIENT acknowledge that they are duly authorized to enter into this Agreement, and that this Agreement is being signed by duly authorized agents authorized to act on their respective behalf.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed.

CLIENT

AMB-MARS

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## **ADDENDUM 1: RESPONSIBILITIES OF EACH PARTY**

**In performance of their duties for the collection of reimbursement for services rendered by CLIENT, AMB-MARS shall:**

- 1.** Provide coding of all encounters generated by CLIENT, as required by third party payers, inclusive of, but not limited to: CPT-4, HCPCS and ICD-9 CM coding schemes.
- 2.** Issue bills to individuals for all self-pay patients with a minimum of three (3) consecutive monthly statements and 1 script letter (COLLECTION NOTICE). CLIENT will be given limited discretion regarding the wording to appear on bills and letters provided, however, that CLIENT shall be permitted to review and comment on the form of the notices prior to issuance, and at any time after issuance.
- 3.** Unless otherwise directed by the CLIENT, transmit to the CLIENT's collection service or agency as to any billing account that remains unpaid for more than 90 days all data and records pertaining to such account(s) in a standard electronic format that is readily accessible and usable by such collection service or agency at no additional cost to the CLIENT, and simultaneously therewith notify the CLIENT by electronically of the transfer of such account(s) to the collection service or agency. The communication to the CLIENT described in the immediately preceding sentence shall include as to each billing account transferred the name of the debtor, date of service, payment history, and current balance.
- 4.** Regularly monitor services and volume(s) with detailed, encounter/run audits, reconciled to applicable service, encounter and activity records/logs in Year 1 of this agreement and three (3) month per year thereafter. The goal of this monitoring is to assure that greater than 99% of all billable services are processed for billing. In the event that an audit produces less than 99% reconciliation, corrective steps will be initiated and monthly audits will be performed until 99% reconciliation is achieved. CLIENT, at its' own expense, may conduct additional audits at any time.
- 5.** If required, develop and maintain electronic data interfaces directly with CLIENT'S hospital service sites (where such sites allow) for the collection of patient demographic and insurance data. CLIENT agrees to apply its best efforts to assist AMB-MARS in achieving these interfaces, including, but not limited to interceding with hospital Information Systems staff, Administration and others.

6. Use reasonable efforts to monitor the entry by CLIENT personnel of procedural, insurance and demographic data necessary for patient and third party billing into the AMB-MARS EPCR billing system in a timely (within three business days of receipt) and an accurate manner subject to CLIENT's obligation under the Agreement to provide and enter accurate and complete (as made available to CLIENT) demographic information.
7. Issue initial billings to patients and/or third parties no more than seven business days of receiving all required information.
8. Submit claims electronically to all third party payers capable of accepting claims in electronic format.
9. Prepare and deliver to CLIENT month-end reports of the billing performance and collection statistics and data no later than the tenth (10th) business day of each month for the immediately preceding calendar month. This duty may be fulfilled by electronic and/or paper reports at the discretion of the CLIENT.
10. Have its senior staff present reports of billing performance at meetings in the CLIENT's offices monthly for the first twelve (12) months of the initial term and, thereafter, at least quarterly, at a time convenient to both AMB-MARS and CLIENT and at CLIENT'S option.
11. Monitor the program for quality assurance in the areas of coding and billing regulatory compliance.
12. If required, apply for and monitor progress of CLIENT applications for third Party Identification numbers.
13. Produce monthly credit balance reports and advise the CLIENT of refunds due to both patients and third parties.
14. Provide toll free phone lines at the expense (and in the name) of AMB-MARS for patient inquiries, and provide adequate phone inquiry staff to effectively respond to patients in a reasonable amount of time.
15. Review and make timely recommendations with respect to coding, service descriptions and professional fees for the CLIENT fee schedule prior to the onset of billing activity and at least annually, in December, thereafter.

16. Use reasonable efforts to promptly advise CLIENT with respect to any material change in third party rules and regulations which are made known to providers and third party billing agents or otherwise known to AMB-MARS.

**CLIENT, in supporting the success of the billing process and to facilitate optimal performance by AMB-MARS, shall:**

1. Identify one administrative and one clinical representative to whom AMB-MARS may, respectively, address all matters related to Services under this Agreement. If AMB-MARS or their selected vendor performs coding for CLIENT (as is the case in this Agreement), CLIENT will also appoint a coding representative. All CLIENT representatives will have the power to agree, on behalf of CLIENT, to mutually agreed solutions to any issues arising in their respective areas, and to, upon AMB-MARS's request, receive confirmatory memoranda or letters, which will thereupon be incorporated into this Agreement by reference. These individuals will provide timely response to all reasonable requests by AMB-MARS. The CLIENT representative(s) shall not have the authority to amend the terms of this Agreement.
2. CLIENT warrants that AMB-MARS may rely on the existence of: patient signatures on assignment of benefits, medical information releases and Advance Beneficiary Notices; and, physician signatures on charts and other medical documents, as required for submission of claims on behalf of CLIENT.
3. As part of preparing a service report, CLIENT employees will make reasonable efforts to identify the diagnosis or medical condition that supports the medical necessity of a patient's services, if one exists. AMB-MARS shall not be responsible for claim denials, partial payments or payment reductions resulting from services that are deemed 'not medically necessary' by third party payers, beyond their duty to assure that such non-payment decisions are not arbitrary or otherwise inappropriate provided, however, that AMB-MARS will discuss all denials with CLIENT to ensure that such services were properly coded.
4. CLIENT will assist AMB-MARS in working with and/or resolving problems related to work performed by personnel employed by hospitals, labs and other institutions in order to achieve the goals of this Agreement and the provision of Services by AMB-MARS in an efficient and cost-effective manner.
5. CLIENT will provide AMB-MARS with timely notice (sixty [60] days in advance) of the expected addition or reduction of services in order for AMB-MARS to have adequate time

to perform its duties under the agreement. AMB-MARS will not be responsible for losses or delays in payment resulting from untimely notice.

6. It is the mutual goal of CLIENT and AMB-MARS to conduct all billing in a compliant manner. CLIENT will establish and enforce and AMB-MARS will follow any additional written billing policies and procedures for the CLIENT as provided by the CLIENT. These additional policies and procedures shall serve as the foundation of a practice Compliance Program for CLIENT and AMB-MARS. These billing policies and procedures will be developed and amended, as needed, in concert with AMB-MARS's Compliance Staff and AMB-MARS's Compliance Plan, as described in the Agreement and shall be consistent with AMB-MARS's Compliance Plan.
7. CLIENT will provide timely (within five [5] business days of receipt) response to chart and other information requests, made by payers and forwarded from AMB-MARS.
8. Upon receipt of the requisite research and worksheets from AMB-MARS, CLIENT will timely issue refunds of overpayments to patients and payers and shall be responsible for reconciliation of the refund checking account to assure that all refund checks have been cashed. CLIENT shall promptly notify AMB-MARS of the receipt of cancelled checks upon which AMB-MARS shall rely to remove credit balances from CLIENT's accounts receivable files. CLIENT shall be solely responsible for monitoring and surrendering unclaimed funds to the Treasurer of the State having escheat jurisdiction over any unclaimed payments.
9. CLIENT shall be responsible for assuring that all information required for CLIENT enrollment, if performed by AMB-MARS, is provided timely, accurately and completely. AMB-MARS shall not be responsible for delays in physician enrollment and subsequent billing and payment delays or losses related to delayed response by CLIENT.
10. CLIENT shall give AMB-MARS timely advance notice of any new payment contracts, HMO or PPO relationships and other contracts or market changes so that AMB-MARS may accommodate these changes, as necessary.

## **ADDENDUM 2: COMPLIANCE**

Each party to this Agreement has made a commitment to perform their respective duties in a legal and compliant manner, consistent with currently published and applicable federal, state and local laws, rules and regulations. In support of that commitment, subject to the more express provisions (if any) of a Corporate Compliance Plan adopted by each party, as referred to in the Agreement each party agrees to the following:

1. At least once each quarter the parties will meet to discuss compliance and review their respective past and planned compliance activities.
2. Each party will conduct its own periodic risk assessment and advise their counterpart of any findings that may affect their counterpart's compliance or performance under this Agreement.
3. Each party agrees that their counterpart may review their Compliance Program upon request.
4. Each party agrees to conduct appropriate background checks on all employees, contractors, agents and vendors to assure that all services are provided by individuals who have not been excluded by any government authority.
5. Each party agrees to maintain appropriate compliance records and assure their completeness, security and safety.
6. Each party agrees to pay specific attention to complying with the rules and regulations related to the following areas of widely known compliance risk:
  - a) Improper waiver of charges, deductibles and copayments;
  - b) Upcoding, unbundling, serial reporting and other coding violations;
  - c) Misuse of a provider number or misrepresentation of the identity of a provider of services;
  - d) Failure to repay overpayments or untimely refund of overpayments;
  - e) Seeking duplicate payment for the same service and/or from the same source;
  - f) Failure to maintain proper records of current and prior billing;
  - g) Failure to protect the confidentiality of patient information;
7. Each party agrees that, in the event that they become aware of a compliance concern that appears to be related to their counterpart's conduct, they will promptly communicate that concern to their counterpart. The party receiving notice will take prompt action to investigate the notice and will timely (within 30 days) report back to their counterpart on the status of the reported concern.

- 8.** Each party specifically agrees that they will defer reporting any such concern to any payer, government agency or agent, or law enforcement organization unless they have complied with the above paragraph and remain concerned that their counterpart's response is inappropriate or more than thirty days have elapsed without any response. It is understood that only in cases where a party has firm, credible evidence of deliberate, willful or criminal misconduct will they consider immediate reporting to anyone other than their counterpart.
- 9.** Nothing in this paragraph shall be construed to infer or imply a duty or expectation that any party will knowingly conceal or participate in any misconduct, or allow any misconduct to continue.
- 10.** It is expressly agreed that AMB-MARS has the right and duty to suspend submission of any and all claims that AMB-MARS reasonably believes are, or may be, improper and would subject CLIENT or AMB-MARS to compliance violations. AMB-MARS has the duty to provide reasonable and timely notice to CLIENT of such suspension and to make reasonable and timely efforts to resolve the reason(s) leading to suspension of claim submission. In the event that investigation is required to resolve the suspension, each party agrees to cooperate in such investigation.
- 11.** Each party agrees to be separately responsible for their respective compliance-related legal and consulting expenses.

**EXHIBIT A**  
**SOFTWARE ANNUAL FEE SCHEDULE**

CLIENT hereby selected the following AMB – MARS Services, at the fees indicated:

Selected (check all that apply)	AMB – MARS Services	Annual Fee Calculation or Units	Total Annual Fees
X	IMAGE TREND Pro™ ePCR Suite	4353 Annual Runs	Included in Contingent Rate
X	AMB – MARS Billing Services		5.25% for First Year 5.25% for Second and Third Year of the Three year term
X	PanasonicTough Books	12 GETAC Tough Books 3 Yr Warranty	Included in Contingent Rate
X	On Site Setup		Included in Contingent Rate
X	Training	Two Days On Site Training	Included in Contingent Rate

The IMAGE TREND software will be provided to CLIENT as part of the contingent rate for the term of this Agreement.

Additional fees may apply for CAD and other interfaces not herein described and will be quoted upon request.  
 CLIENT shall work out existing AR