Campbell County Board of Education Student Alcohol and Drug Testing 6.3071

- 2 Students will be notified in writing at the beginning of each school year or at the time of enrollment that they
- 3 shall be subject to testing for drugs and alcohol during the school year. 1 Principals are authorized to order drug
- 4 tests for individual students when there is a reasonable cause to believe that:
- 5 1. The school board policy on alcohol and drug use has been violated;
- 6 2. A search of lockers produced evidence of the presence of drugs and/or alcohol;
- 7 3. A search of persons and containers produced evidence of a presence of drug and/or alcohol;
- 8 4. A search of vehicles produced evidence of the presence of drugs and/or alcohol; or
- 9 5. Through observation or other reasonable information reported by a teacher, staff member or other student that
- 10 a student is using drugs and/or alcohol on school property.
- 11 Upon receiving reasonable information, the principal shall take the following steps:
- 12 1. Call the student into the principal's office or another private place;
- 13 2. Summon an appropriate witness to the proceeding and to assist in furtherance of the proceeding;
- 14 3. Inform the student of the substance of the information available to him/her which is the basis for the
- 15 determination that a test is necessary;
- 4. Inform the student of the procedures which shall be followed in administering the test;
- 5. Notify the parent(s)/guardian(s) of the student that there will be an administration of the urine drug test(s).
- 18 The test shall be administered at time of suspicion; and
- 19 6. Give the student or parent/guardian an opportunity to decline the test and inform the student that if the test is
- 20 not taken the penalty is suspension from school and the administrator may turn the student over to law
- 21 enforcement.
- 22 School medical personnel or designee of the principal shall take the student to a designated place in the school
- and collect a specimen from the student. The specimen shall be taken in a manner which will protect the privacy
- 24 rights of the students, and which will assure that the integrity of the specimen itself is not compromised.
- 25 The student shall be provided with a reasonable time to produce a specimen. Reasonable time shall be limited to
- 26 two (2) hours. To produce a specimen, the student may be provided up to 16 ounces of water. If a student does
- 27 not produce a specimen within the time frame, with parental consent, the student may be escorted to the
- accredited laboratory4 by the School Resource Officer to collect a specimen using other methods. A specimen

29 shall not be accepted from any source other than an accredited laboratory. No private test results will be 30 accepted. The type of specimen taken shall depend on the substance in question, and the test performed on the specimen 31 shall be appropriate for accurate detection of the substance in question. 32 Once taken, school medical personnel or designee of the principal shall give the specimen an identifying 33 number which in no way will reveal the identity of the student. 34 35 After analysis of the specimen, the principal shall do one of the following:2 1. If the results of the analysis are negative, all evidence of the individual test, including all records in the 36 school that the test was ordered and the reasons, therefore, shall be destroyed. 37 2. If the results of the analysis are positive, the student and parent(s)/guardian(s) shall be given written notice of 38 the result. The principal shall suspend the students according to the Zero Tolerance Policy. 39 Random Drug Testing 1 40 Due to the severity of the drug use problem, both locally and throughout the State, students involved in any 41 voluntary extracurricular activities shall be subject to random drug tests. Parents and students will be informed 42 of this policy prior to participation and shall sign a consent to the drug testing and a release of information as a 43 44 condition of participation. No student who tests positive under a random drug testing program shall be suspended or expelled from school 45 solely as the result of the positive test. 46 47 48 49

50

Campbell County Board of Education Transfers Within the System 6.206

| 2 3 4 5 6 7 8 9 10 | Each year, the Director of Schools/designee shall review the number of spaces available in each school by grade, class, and program levels. This information shall be posted on the district's website along with the dates of the district's open enrollment period. The open enrollment period shall last for thirty (30) days and information about the number of seats available shall be posted for at least fourteen (14) days prior. The Director of Schools/designee shall reserve a reasonable number of enrollment spaces at each school to account for the enrollment of students in that area, siblings of students, and students who have a parent/guardian employed at the school. The principal shall review each out-of-area request and, if adequate space is available, grant the request for transfer unless the transfer would be adverse to the best interests of the child or the school system. If the number of requests exceeds the number of available spaces, the Director of Schools/designee shall implement a lottery to fill the available spaces. |
|--|---|
| 12 13 14 15 | The open enrollment process shall be completed before other nonresident transfers are approved. Principals shall allow credit for work transferred from other schools only when substantiated by official transcripts or successful completion of comprehensive written examinations approved, administered and graded by the principal or his/her designated representative.3 |
| 16 17 | Once accepted, the student shall provide his/her own transportation to and from the school. The student must maintain satisfactory attendance, behavior, and effort to remain in the new school. |
| 18 19 20 21 | Students whose families transfer their residence to another school area after the first month of school may complete the school year at their former school. Students who present evidence that they will move during the school year and who desire to enroll in a new school in the new area may do so with prior written request for a change of school area. |
| 22 23 24 | Transfer students and their parents or guardians will sign a transfer contract with the school in which they are attending. If the contract is broken, the principal will have the approval of the director of schools to send the student back to his/her zoned school at the end of the semester. |
| 25 | **Not effective in event of federally-mandated desegregation order. |
| 26 | |
| 27 | |

Campbell County Schools

Transfer/Out of Area Application

Parents must provide transportation for Out of Area students.

Campbell County School Board Policy requires that all applications for transfer be submitted in writing by the parent/guardian and must include all information requested. This form and the supporting information may then be submitted to the requested school's principal who will inform the parent of the approval or denial of the transfer in a timely manner. Parents/guardians must complete the mormal registration process if the application is approved.

Campbell County Board procedures for transfer must be submitted (Date) through (Date) prior to the school year the parent/guardian wishes to enroll the student. Parents will be notified for the decision by (Date) for grades 1-12. For a student to be considered for transfer, the following conditions must be met:

- Student must have a "C" or better average in all coursework
- Student must have 95% attendance for the previous year
- Student must have no more than three disciplinary referrals during the previous year. Parents are cautioned that proviing any false information will result in the denial of this request.

Once a transfer is approved, the approval will be re-evaluated each year to ensure conditions for transfer

The following information MUST be submitted with the transfer application:

Current school grades, attendance, and discipline reports.

| Street Address (E-911 address or physical residence) | |
|--|------------------|
| Street: | |
| | Zip: |
| Parent/Guardian E-mail address: | |
| Information to be completed by school officials only. | |
| This transfer request is: Approved Denied for the follows: | owing reason(s): |
| Poor GradesPoor AttendancePoor behaviorLack of | Space |
| | Other |
| School Official's Signature: | Date: |



| Order # NT: | 119041 | | | Ag (| emer | d Number | | | <u> </u> |
|--------------------------------------|--|-------------------------|--------|---|--------|---------------------|--------------------|--------------------------------|--|
| | eris Full Legal Name (1 | | | | | | mpheil Co | unty Public School | <u>-</u> |
| Trad | c / DBA Name (if diffe | rent from above): | | | WYN | N HABERSHAM E | LEMENTA | RY SCHOOL | 15 |
| | Primary | Street Address: | | | | bersham Rd | | Suite. | |
| City | Duff | | Sta | ate: | ΤN | Zip Co | de: | 37729 | |
| Phone Number: | 423-78 | R4-9482 | Co | unty | - | Fed Tax | 1D: | 62-122-71 | 71 |
| Equipment Inf | ormation: | | | - · · · · · · · · · · · · · · · · · · · | | | | <u> </u> | |
| Quantity | Make | | | Model | Т | | Desc | ription | |
| l Sha | 9/°E | BP 7004 | 5 | | 45 | PPM B8W , 45 PPM | | Workgroup Docume | ot System |
| : KME | BS 64052 Mono | B4052 | | | 1 | AA1R01100502 | | | |
| | | | | | | | | | |
| See Schedule A | A - f this box is checked | | | | | · <u> </u> | | | |
| Initial Ter | TT) Payment Include |) i | 2007 | 8&W Copies per Mon | th | Overages Billed at | s | 2.00 | ······································ |
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| Months | Payment include | 11 | | 88W Prints per Mont | | Overages Billied at | 5 | 195 50n | pe: opy |
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- 6. DISCLAIMER, EXCEPT TO THE EXTENT WE HAVE PROVIDED YOU A WARRANTY IN WRITING, WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, ARISING BY APPLICABLE LAW OR OTHERWISE, ENCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. The Darles hender agree that the Appendix of the basiness of the basiness of the basiness of the basiness of the DECT. You hereby wave arts and all radius and remedies formered of the local fit to the Appendix of the local fit to the Implication of the Appendix of the local fit to the Implication of the Appendix of the local fit to the Implication of the Appendix of the Ap
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State and Local Government Addendum

NOVATECH INC 4106 CHARLOTTE AVE | NASHVILLE, TN 37209



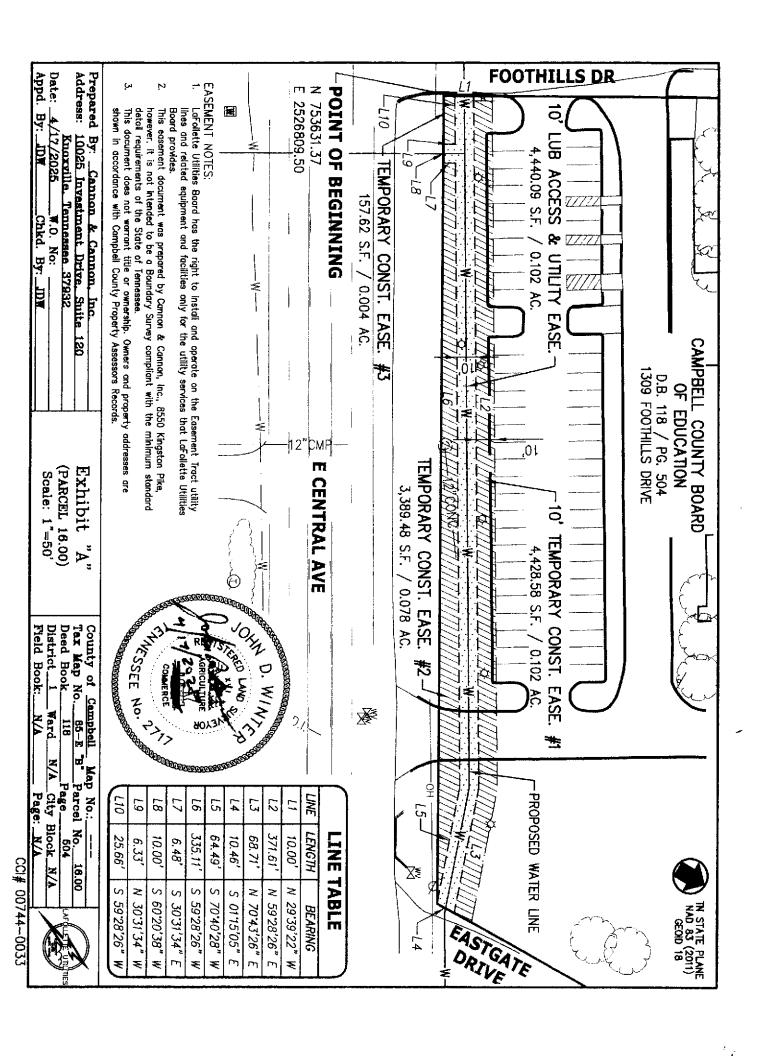
Agreement Number 603-0307376-000 dated as of May 12, 2025

Name and Address of Customer ("You" and "Your"): CAMPBELL COUNTY PUBLIC SCHOOLS 174 Habersham Rd Duff, TN 37729-3103

This Addendum (this "Addendum") between the above-referenced customer ("Customer") and NOVATECH INC ("Company") is made and entered into as of the date of the financing arrangement corresponding to the account number set forth above (the "Agreement").

- 1. INCORPORATION AND EFFECT. This Addendum is hereby made a part of, and incorporated into, the Agreement as though fully set forth therein. As modified or supplemented by the terms set forth herein, the provisions of the Agreement shall remain in full force and effect, provided that, in the event of a conflict between any provision of this Addendum and any provision of the Agreement, the provision of this Addendum shall control.
- GOVERNMENTAL PROVISIONS. Customer hereby represents, warrants and covenants to Company that: (a) Customer intends, subject only to the provisions of this Addendum, to remit to Company all sums due and to become due under the Agreement for the full term; (b) Customer's governing body has appropriated sufficient funds to pay all payments and other amounts due during Customer's current fiscal period; (c) Customer reasonably believes that legally available funds in an amount sufficient to make all payments for the full term of the Agreement can be obtained; and (d) Customer intends to do all things lawfully within its power to obtain and maintain funds from which payments due under the Agreement may be made, including making provision for such payments to the extent necessary in each budget or appropriation request submitted and adopted in accordance with applicable law. If Customer's governing body fails to appropriate sufficient funds to pay all payments and other amounts due and to become due under the Agreement in Customer's next fiscal period ("Non-Appropriation"), then (i) Customer shall promptly notify Company of such Non-Appropriation, (ii) the Agreement will terminate as of the last day of the fiscal period for which appropriations were received, and (iii) Customer shall return the Equipment to Company pursuant to the terms of the Agreement. Customer's obligations under the Agreement shall constitute a current expense and shall not in any way be construed to be a debt in contravention of any applicable constitutional or statutory limitations or requirements concerning Customer's creation of indebtedness or require voter approval, nor shall anything contained herein constitute a pledge of Customer's general tax revenues, funds or monies. Customer further represents, warrants and covenants to Company that: (a) Customer has the power and authority under applicable law to enter into the Agreement and this Addendum and the transactions contemplated hereby and thereby and to perform all of its obligations hereunder and thereunder, (b) Customer has duly authorized the execution and delivery of the Agreement and this Addendum by appropriate official action of its governing body and has obtained such other authorizations, consents and/or approvals as are necessary to consummate the Agreement and this Addendum, (c) all legal and other requirements have been met, and procedures have occurred, to render the Agreement and this Addendum enforceable against Customer in accordance with their respective terms, and (d) Customer has complied with all public bidding requirements applicable to the Agreement and this Addendum and the transactions contemplated hereby and thereby.
- 3. **LIMITATIONS.** The parties intend that the collection of any damages, the exercise of any remedy, the enforceability of any indemnity, and any requirements of Customer relative to Non-Appropriation set forth in the Agreement or in this Addendum are subject to any limitations imposed by applicable law. To the extent Company's remedies for a Customer default under the Agreement include any right to accelerate amounts to become due under the Agreement, such acceleration shall be limited to amounts to become due during Customer's then current fiscal period.
- 4. CHOICE OF GOVERNING LAW. Notwithstanding anything in the Agreement to the contrary, the Agreement and this Addendum shall be governed by, construed and enforced in accordance with the laws of the state in which Customer is located and the parties agree to the non-exclusive jurisdiction and venue of the state and federal courts in such state.
- 5. MISCELLANEOUS. This Addendum, together with the provisions of the Agreement not expressly inconsistent herewith, constitutes the entire agreement between the parties with respect to the matters addressed herein, and shall supersede all prior oral or written negotiations, understandings and commitments regarding such matters. Company may in its sole discretion, accept a photocopy, electronically transmitted, facsimile or other reproduction of this Addendum as the binding and effective record of this Addendum whether or not an ink signed copy hereof is also received by Company from Customer.

| IN WITNESS WHEREOF, Custon above written. | duly authorized representatives as of the date first | | | |
|---|--|--|-------|--|
| Company: NOVATECH INC | | Customer: CAMPBELL COUNTY PUBLIC SCHOOLS | | |
| Ву: | Date: | By: | Date: | |
| Print Name and Title: | | Print Name and Title: | | |





P.O. Box 1411 · 302 North Tennessee Avenue La Follette, Tennessee 37766 Phone: 423-562-3316

PRELIMINARY NOTICE OF EASEMENT ACQUISITION

Campbell County Board of Education 1309 Foothills Drive LaFollette, Tennessee 37766

RE:

Utility Easement

Map 85-E Parcel 16.00, Deed Book 118, Page 504

, Kennedy

Dear Board of Education:

I am writing to confirm that LUB is interested in acquiring a utility easement within the City set-back lines along your property on 1309 Foothills Drive located on Tax Map 85-E, Parcel No. 16.00. Enclosed for your review are the Survey Maps that show where the proposed waterline will be relocated.

LUB has dedicated its portion of federal and state rural waterline funds to the State Highway 63 project. We are replacing the old waterline main from 8" to 12" to alleviate low water volume and shortages during peak usage in Powell Valley. It extends from S. Massachusetts Avenue to Glade Springs.

The easements we need to acquire are Permanent Utility Easements for the underground waterline main and access to make repairs, and a Temporary Construction Easement during the project. The Easement will not change your current usage of the property because it is within the City setback lines along road frontage to TN State Highway 63. You will remain vested in title of your property. Cobie Herrin of LUB will work with you to maintain existing borders on your property line.

Because LUB, in conjunction with the City of LaFollette, has applied for federal and state funding, we are enclosing a copy of the required booklet, "When a Public Agency Acquires Your Property" to help explain the acquisition procedures. Please note that this is not a Notice to Vacate, nor does it establish eligibility for relocation assistance. Utility Easements fall under the same federal notice provisions as those who are being displaced by highway construction.

You may donate an easement interest in property, if you so desire. LUB hopes you will consider this option to help improve needed services in the Valley. We will prepare all the paperwork, cover the costs for completing the transaction, and work within your schedule in any way we can.

If you have any questions, please call me, Regina Kennedy, General Manager, with the LaFollette Utilities Board (LUB). Our telephone number is 423-562-3316, and our regular office hours are from 7:30 a.m. to 4:30 p.m. Monday through Friday.

Sincerely,

LAFQLLETTE UTILITIES

Regina L.Kennedy General Manager

[Acquiring Official]

PRELIMINARY NOTICE OF EASEMENT ACQUISITION

Campbell County Board of Education 1309 Foothills Drive LaFollette, Tennessee 37766

RE: Utility Easement

Map 85-E, Parcel 16.00

| DATE: | | |
|---------------|------|------|
| | | |
| DELIVERED TO: | | |
| | | |
| BY: | | |

WHEN A PUBLIC AGENCY IS INTERESTED IN ACQUIRING AN EASEMENT

Introduction

Because LUB, in conjunction with the City of LaFollette, has applied for federal and state funding, we are enclosing this required brochure to help explain the acquisition procedures. Utility Essements fall under the same federal provisions as those who are being displaced by highway construction. Some of the following information will not apply.

This booklet describes important features of the Uniform Relocation Assistance and Reel Property Acquisition Policies Act of 1970, as amended (URA) and provides general information about public acquisition of real property (real estate) that should be useful to you.

Most acquisitions of reat property by a public agency for a Federal project or a project in which Federal funds are used are covered by the URA. If you are notified that your property will be acquired for such a project, it is important that you learn your rights under this important law.

General Questions

Who Made The Decision To Buy My Property?

The Board of Directors for LUB dedicated federal and state rural waterline funding to the State Highway 63 project. LUB is replacing the old 8" main with a 12" main line to alleviate low water volume and shortages during peak usage in Powell Valley. The project will externd from S. Massachusetts Avenue to Glade Springs.

The essements LUB needs to acquire are Permanent Utility Essements for the underground waterline main, access to make repairs, and Temporary Construction Essements during the project. These Essements will not change your current usage of the properties because they are within the setback lines along road frontage to TN State Highway 63. You will remain vested in title of your properties.

is it Possible To Donate Property?

Yes. You may donate your property or sell it to the Agency for less than its fair market value. Otherwise, the Agency must prepare a valuation (if less than \$10,000) and offer just compensation for it, unless you release the Agency from these obligations. LUB hopes you will consider this option.

What Right Has Any Public Agency To Acquire My Property?

The Federal Government and every State government have certain powers which are necessary for them to operate effectively. For example, they have the power to levy taxes

and the power to maintain order. Another government power is the power to acquire private property for public purposes. This is known as the power of eminent domain, or condemnation.

The rights of each of us are protected, however, by the Fifth and Founteenth Amendments of the U.S. Constitution and by State constitutions and eminent domain laws which guarantee that if a public agency takes private property it must pay "just compensation" to the owner. The URA provides additional protections, as explained in the booklet.

May I Keep Any Fencing Or Other Improvements On My Property?

Coble Herrin, the Director of the LUB Water Dept. will be in the field throughout the Project to work with you to maintain existing fencing and borders on your property line. If you wish to keep any improvements, please let the Agency know as soon as possible.

How Will The Agency Determine How Much To Offer Me For My Property?

Before making you an offer, the Agency has determined that these Essement acquisitions for permanent access and underground road frontage along SR 63 and temporary construction are valued at less than \$10,000 a property. This is particularly common with essements for water, sewer, or drainage projects. If this is the case, the valuation of the property will be determined by the Agency in conjunction with a qualified person familiar with the local real setate market, and you will be notified of the determined value.

Regardless of how the value of the property is determined, the Agency must offer your just compensation" for your property. This amount cannot be less than the valuation based upon fair market value of the portion of the property needed.

What is Fair Market Value?

Fair market value issometimes defined as that amount of money which would probably be paid for a property in a sale between a willing seller, who does not have to sell, and a willing buyer, who does not have to buy. In some areas a different term or definition may be used.

The fair market value of a property is generally considered to be "just compensation." Fair market value does not take into account intangible elements such as sentimental value, good will, business profits, or any special value that your property may have for you or for the Agency.

How Does A Valuator Determine The Fair Market Value Of My Property?

Each parcel of real property is different and therefore no single formula can be devised to appraise all properties. Among the factors a valuator typically considers in estimating the value of real property is how it compares with similar properties in the area that have been sold recently.

Promptly after the valuation has been reviewed (and any necessary corrections obtained), the Agency will determine just compensation and give you a written purchase offer in that amount explaining the basis for the offer.

What is in The Basis For an Offer Of Just Compensation?

The basis for the offer of just compensation will include:

- An accurate description of the property and the interest in the property to be acquired. You will be provided a copy of surveys prepared by waterline engineers of exactly where the line will be run on the front of your property. They have provided an additional space of approximately 10' that will be temporarily used for construction. After the project is completed, LUB would only access your property to make repairs, as needed.
- ii. A statement of the amount offered as just compensation. Since only part of the property is needed for these utility essements, the compensation for the part to be acquired will be calculated based upon square footage. There is 43,650 square feet in one (1) acre, which represents how small of an area will be needed from each properly to provide improved water service for the Glade Springs and Fincastle communities.

Must I Accept The Agency's Offer?

No. You are entitled to present your evidence as to the amount you believe is the fair market value of your property and to make suggestions for changing the terms and conditions of the offer. The Agency will consider your evidence and suggestions. When fully justified by the available evidence of value, the offer price may be increased.

May Someone Represent Me During Negotiations?

Yes. If you would like an attorney or anyone else to represent you during negotiations, please inform the Agency. However, the URA does not require the Agency to pay the costs of such representation.

If I Reach Agreement With The Agency, How Soon Will I Be Paid?

If you reach a satisfisctory agreement to sell your property and your ownership (title to the property) is clear, payment will be made at a mutually acceptable time when the owners are available to sign the Deed. LUB has deeds ready and is prepared to act quickly in order to secure this federal and state funding.

What Happens If I Don't Agree To The Agency's Purchase Offer?

If you are unable to reach an agreement through negotiations, the Agency may file a suit in court to acquire your property through an eminent domain proceeding. Eminent domain proceedings are often called condemnations. If your property is to be acquired by condemnation, the Agency will file the condemnation suit without unreasonable delay.

What Happens After The Agency Condemns My Property?

You will be notified of the action. Generally, when an Agency files a condemnation suit, it must deposit with the court an amount not less than its valuation of the fair market value of the property.

During the condemnation proceeding, you will be provided an opportunity to introduce your evidence as to the value of your property. Of course, the Agency will have the same right. After hearing the evidence of all parties, the court will determine the amount of just compensation. If that amount exceeds the amount deposited by the Agency, you will be paid the difference, plus any interest that may be provided by law.

To help you in presenting your case in a condemnation proceeding, you may wish to employ an attorney and an appraiser. However, in most cases the costs of these professional services and other costs which an owner incurs in presenting his or her case to the court must be paid by the owner.

What Can I Do If I Am Not Satisfied With The Court's Determination?

If you are not satisfied with the court judgment, you may file an appeal. The Agency may also file an appeal if it believes the amount of the judgment is too high.

Will I Have To Pay Any Closing Costs?

The Agency is responsible for all reasonable and necessary costs for legal and other services required to complete the sale, recording fees, revenue stamps, transfer taxes and any similar expenses which are incidental to transferring ownership to the Agency. Whenever possible, the Agency will make arrangements to pay these costs directly.

Must I Pay Capital Gains Tax on the Sale?

Internal Revenue Service (IRS) Publication 544 explains how the Federal income tax would apply to a gain or loss resulting from the sale or condemnation of real property, or its sale under the threat of condemnation, for public purposes. If you have any questions about the IRS rules, you should discuss your particular circumstances with your personal tax advisor or your local IRS office.

Will I Receive Relocation Assistance?

You will not be required to move as a result of this easement, therefore, no relocation assistance will be provided.

If you have other questions, you may call Regina Kennedy, General Manager with the LaFoliette Utilities Board [LUB]. Our telephone number is (423) 562-3316, and our regular office hours are from 8:00 a.m. to 5:00 p.m. Monday through Friday.

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Campbell County Board of Education

WAIVER OF RIGHTS AND BENEFITS OF THE UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION POLICIES ACT OF 1970 (42 U.S.C. 4601)

WHEREAS, the LaFollette Utilities Board (LUB) has received American Rescue Plan (ARP) State Water Infrastructure Grant funds from the Tennessee Department of Environment and Conservation and;

WHEREAS, one of the conditions imposed upon the use of such funds is compliance with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4601), hereinafter referred to as the Uniform Act, and the regulations pursuant thereto at 24 CFR part 42; and

WHEREAS, nothing in the Uniform Act of regulations prevents a person, after being informed of the right to received just compensation, from making a gift or donation of real property or any interest therein, to the LUB, and that the landowner will be assured that property disturbed during construction will be put back or replaced in as good or as reasonably good condition than before; and

WHEREAS, as to the property specifically described as follows:

Tax Map 85-E, Parcel 16.00 (See attached property description)

I hereby elect to donate the above-described easements and thereby waive any rights and benefits potentially accruing to me under the Uniform Act.

NOW, THEREFORE, let it be known that by my signature hereon, I freely and without duress waive any and all rights accruing to me under the Uniform Act. Specifically, I hereby release the LaFollette Utilities Board from the obligation to obtain an appraisal of the above-described property prior to my donating an easement interest in said property.

| Acquiring Official | Property Owner | |
|--------------------|----------------|--|
| | Date | |

EXHIBIT "B"

LEGAL DESCRIPTION CAMPBELL COUNTY BOARD OF EDUCATION 1309 FOOTHILLS DRIVE

Situated in the First (1st) Civil District of Campbell County, Tennessee within the corporate limits of the City of LaFollette and being a 10' LUB Access and Utility Easement with associated Temporary Construction Easements crossing a portion of Tax Parcel 16.00 on Tax Map 85 E "B" (Deed Book 118, Page 504), more particularly described as follows:

10' ACCESS AND UTILITY EASEMENT

BEGINNING on a point in the northeastern right-of-way line of Foothills Drive, said point bearing Tennessee State Plane, NAD 83 (2011) grid coordinates of Northing 753,631.37 Easting 2,526,809.50;

Thence with the northeastern right-of-way line of Foothills Drive, N 29° 39′ 22″ W, 10.00 feet to a point;

Thence leaving the northeastern right-of-way line of Foothills Drive and with the remaining lands of the subject tract, the following two (2) calls:

- 1. N 59° 28′ 26″ E, 371.61 feet to a point;
- 2. N 70° 43′ 26″ E, 68.71 feet to a point at the western right-of-way line of Eastgate Drive;

Thence with the western right-of-way line of Eastgate Drive, S 01° 15′ 05″ E, 10.46 feet to a point at the intersection of the western right-of-way line of Eastgate Drive with the northwestern right-of-way line of E. Central Avenue;

Thence leaving the western right-of-way line of Eastgate Drive and the northwestern right-of-way line of E. Central Avenue and with the remaining lands of the subject tract, the following three (3) calls:

- 1. S 70° 40' 28" W, 64.49 feet to a point;
- S 59° 28' 26" W, 335.11 feet to a point;
- 3. S 30° 31' 34" E, 6.48 feet to a point in the northwestern right-of-way line of E. Central Avenue;

Thence with the northwestern right of way line of E. Central Avenue, S 60° 20′ 38″ W, 10.00 feet to a point:

Thence leaving the northwestern right-of-way line of E. Central Avenue, the following two (2) calls:

- 1. N 30° 31' 34" W, 6.33 feet to a point
- 2. \$ 59° 28' 26" W, 25.66 feet to the Point of BEGINNING.

Containing 4,440.09 square feet or 0.102 acres, more or less.

TEMPORARY CONSTRUCTION EASEMENTS

BEING Temporary Construction Easement lying immediately adjacent to the Access and Utility Easement as described above and as depicted by Exhibit A, said easements contain a total of 7,975.68 square feet or 0.184 acres, more or less.

These descriptions were prepared April 17, 2025 by Cannon & Cannon, Inc., 10025 Investment Drive, Suite 120, Knoxville, Tennessee 37932. Reference CCI project number 00744-0033.



Prepared by: LaFollette Utilities Board 302 N. Tennessee Avenue LaFollette, TN 37766 Campbell County, Tennessee CLT Map 85-E Parcel 16.00

UTILITY EASEMENT

This Easement is entered into as of this ____ day of _____, 20____, between <u>Campbell County Board of Education</u> (the "Owner") and LAFOLLETTE UTILITIES BOARD ("LUB").

FACTS: The Owner owns the property described in the deed book and page or instrument number shown below which includes the property shown on Exhibit "A" (the "Easement Tract") and described on Exhibit "B". LUB desires to install utility facilities and lines on the Easement Tract. The Owner has agreed that LUB can have an easement across the Easement Tract for its utility facilities and lines owned and/or licensed by LUB. By executing this easement Owner acknowledges that LUB shall compensate the Owner an amount that the Owner agrees is a reasonable payment for the easement given to LUB under this Agreement. Based on all of the above, the Owner agrees as follows:

- 1. The Owner grants to LUB a permanent utility easement over, under and across the Easement Tract and agrees that LUB has the perpetual right to enter on the Easement Tract and to do those things that are necessary to place, construct, operate, repair, maintain, remove and replace on the Easement Tract one or more utility lines and related equipment and facilities that are owned and/or licensed by LUB. Unless noted otherwise on the Easement Tract, it is agreed that the Easement Tract shall include an additional temporary construction easement as required and necessary to install, replace and maintain the facilities and lines beyond the permanent easement as shown on Exhibit "A". The Owner also agrees, in addition, that LUB shall have reasonable access across Owner's property to reach the Easement Tract as may be needed.
- 2. The Owner understands and agrees that:
- a. LUB has agreed that it will restore the Easement Tract and Temporary Construction Easement after it installs the utility lines. Trees, shrubbery and other vegetation located in the Easement Tract and Temporary Construction Easement may be removed by LUB during construction and LUB is not obligated to replace trees, shrubbery or other vegetation (other than grass) within the Easement Tract and Temporary Workspace that is removed or disturbed.
- b. LUB has the right to keep the Easement Tract free and clear of buildings, trees, and anything else that interferes with the installation, maintenance and use of the utility lines on the Easement Tract.
- c. Three (3) days before allowing any digging or other work on the Easement Tract, the Owner will notify the person(s) doing the work of the existence of this Agreement and will instruct the person doing the work that they must contact LUB prior to working.
- d. The Easement Tract will not be used for anything that will interfere with or endanger the use and operation of the utility lines that are placed on the Easement Tract.

No permanent structure will be erected on the Easement Tract.

- e. The ground level of the Easement Tract will not be changed without LUB's written approval in advance. Approval shall not be unreasonably withheld by LUB.
- 3. The Owner will have the right to use and enjoy the Easement Tract for lawns, gardens, pastures, roads, parking lots, and any purpose that does not interfere with or endanger the use and operation of the utility lines installed on the Easement Tract by LUB. The Owner is only granting LUB an easement over, under and across the Easement Tract. The Easement Tract will continue to be owned by the Owner.
- 4. This Agreement is intended to be binding on and to benefit LUB and its successors and assigns and the Owner and its heirs, successors and assigns. In this Agreement, the singular shall include the plural, the plural the singular and the use of any gender is meant to refer to all genders.
- 5. Ownership of the property was determined by review of warranty deeds and tax records, and no title opinion nor any subordination of liens was obtained for this property. The Owner, by executing this Agreement, represents that he/she/they is the owner of the Easement Tract and has the exclusive right to receive the compensation paid by LUB and to grant the rights to LUB as set forth in this Agreement. The Owner agrees to defend and hold LUB harmless in the event of any legal or financial claim by any third party to such compensation or otherwise involving LUB's rights as set forth in this Agreement.

IN WITNESS WHEREOF, the Owner(s) has executed this instrument as of the day and year first written above. "OWNER(s) "

| 1 |
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| |
| |
| - |

Property Reference:

Deed Book 118 Page 504

State of Tennessee Notary Acknowledgement

| Acknowledgement Certification Form: | | |
|---|---------------|---|
| State of Tennessee County of | | |
| Before me, the undersigned Notary Public of the | - | aid, personally appeared h whom I am personally |
| acquainted (or proved to me on the basis of acknowledged they executed the foregoing instru | | |
| Witness my hand and official seal at office this | day of | , 20 |
| | Notary Public | |
| | | |



April 23, 2025

Campbell County Board of Education 1309 Foothills Drive LaFollette, TN 37766

Re: Utility Easement

CLT Map 85-E "B", Parcel 16.00

LaFollette Utilities Board (LUB) has a need to obtain a permanent utility easement across your property at 1309 Foothills Drive. The easement is necessary in order for LUB to provide improved utility service and reliability in your area. The proposed easement is shown on the attached easement documents. This easement will continue to be owned by the owner.

LUB and/or its Contractors will restore all areas disturbed during construction at no cost to you. Upon completion of the work on your property, LUB and its Contractors will provide a one-year warranty for site restoration.

LUB greatly appreciates your willingness to assist in providing improved utility service to you and your neighbors.

Once LUB records the documents with Campbell County, a copy of the recorded documents will be mailed to the Owner.

| This offer is made by: | This offer is accepted by: |
|------------------------|------------------------------------|
| LUB Representative | Campbell County Board of Education |
| Date: | Date: |
| General Manager | _ |
| Date: | |
| attachments | |

LUB Utility Easement
Exhibit A Easement Drawing
Exhibit B Legal Description

MEMORANDUM OF AGREEMENT Between DAYSPRING HEALTH And CAMPBELL COUNTY BOARD OF EDUCATION

This memorandum of agreement ("agreement") is made effective as of 4/1/2025 between DAYSPRING HEALTH ("Health Center") and CAMPBELL COUNTY BOARD OF EDUCATION. ("Education Agency"). This Agreement is not supported by consideration and neither party intends this agreement to be legally binding.

I. PROVISION OF REFERRAL SERVICES

a. Standard of Care

Health Center agrees to preventive dental care services (at an predetermined education sites) to patients referred to it by the Education Agency, on an predetermined basis, consistent with, at minimum, the prevailing standard of care and in the same professional manner and pursuant to the same professional standards as are generally furnished to patients of Education Agency.

Preventive Dental Care Services

b. Nondiscrimination Neither party to this Agreement shall discriminate against any individual on the basis of race, color, sex, age, religion, national origin, English proficiency, or disability in carrying out the terms of this Agreement.

b. Acceptance of Referred Patients

Health Center agrees to consider each patient for appropriate level of care and services.

c. Professional Qualifications

Health Center agrees to provide Education Agency with assurances that, during the term of this referral agreement, it and, as applicable, the individuals furnishing the dental care services to patients are and will remain: 1) duly licensed, certified, and/or otherwise qualified to provide services hereunder, with appropriate training, education, and experience in the field of dental care treatment; 2) appropriately credentialed and privileged.

d. Medical Records/Notes

Health Center agrees to establish and maintain medical records regarding the provision of dental services, which records shall be the property of the Health Center.

e. Patients and Billing

To the extent that Education Agency students receive dental services from the Health Center pursuant to this Agreement, such individuals shall be considered patients of the Health Center. Accordingly, Health Center agrees to be solely responsible for billing and collecting all payments from appropriate third-party payers.

II. INSURANCE

Health Center represents and warrants that it is covered by a professional liability insurance policy

(malpractice, errors, and omissions) providing sufficient coverage against professional liabilities that may occur as a result of furnishing dental care services to patients under this agreement. Health Center understands and agrees that, as the provider of record for the services provided to patients under this agreement, Health Center is solely liable for such services, and that Education Agency will not be liable, whether by way of contribution or otherwise, for any damages incurred by patients or arising from any acts or omissions in connection with the provision of such services.

III. NO EXCLUSIONS/DEBARMENT

Each party warrants that neither it nor its principals or employees are, or have been, excluded, debarred, suspended, proposed for debarment, or declared ineligible from participation in any federally funded program ("Exclusion"). Each party shall immediately notify the other of any threatened or actual Exclusion. If a party is debarred, suspended, or excluded, this Agreement shall immediately and automatically terminate.

IV. PROVIDER JUDGEMENT AND FREEDOM OF CHOICE

All Health Center and health-related professionals employed by or under contract with either Party shall retain sole and complete discretion, subject to any valid restrictions imposed by participation in a managed care plan, to refer patients to any and all providers that best meet the requirements of such patients. All such patients shall be advised that, subject to any valid restrictions imposed by participation in a managed care plan, they may request referral to any provider of their choice.

V. AGREEMENTS WITH OTHER PARTIES

Health Center retains the authority to contract with other parties, if to the extent that, Health Center's CEO, reasonably determines that such contracts are necessary in order to implement Health Center's policies and procedures, or as otherwise may be necessary to ensure appropriate collaboration with other local providers (as required by Section 330 (k) (3) (B)), to enhance patient freedom of choice, and/or to enhance accessibility, availability, quality, and comprehensiveness of care.

VI. VOLUME OR VALUE OF REFERRALS

Nothing in this agreement requires, is intended to require, or provides payment or benefit of any kind (directly or indirectly) for the referral of individuals or business to either party. Neither party shall track such referrals for purposes related to setting the compensation of their professionals or influencing their choice.

VII. CONFIDENTIALITY

The parties (and their directors, officers, employees, agents, and contractors) shall maintain the privacy and confidentiality of all information regarding the personal facts and circumstances of all Health Center patients, in accordance with all applicable federal and state laws and regulations (including, but not limited to, the Health Insurance Portability and Accountability Act (HIPAA) and its implementing regulations set forth at 45 C.F.R. Part 160 and Part 164, as well as 42 U.S.C. 290dd-2) and the Health Center's policies and procedures regarding privacy and confidentiality of such information. The parties (and their directors, officers, employees, agents, and contractors) shall: (1) not use or disclose patient information, other than as permitted or required by this agreement for the proper performance of their duties and responsibilities hereunder; (2) use appropriate safeguards to prevent use or disclosure of patient information, other than as provided

under this agreement; and (3) notify the other party immediately in the event they become aware of any use or disclosure of patient information that violates the terms and conditions of this agreement or applicable federal and state laws or regulations.

VIII. TERM AND TERMINATION

- A. The term of this agreement shall commence April 1, 2025 and continue through June 1, 2030 unless sooner terminated in accordance with the terms of this agreement.
- B. Either party may terminate this Agreement without cause upon 30 days prior written notice to the other party.
- C. Any notice required or permitted under the terms of this Agreement shall be sufficient if given in writing, and either personally delivered or sent by United States Certified Mail, postage prepaid, return receipt requested, addressed as follows:

Notice to Education Agency:

Campbell County Board of Education 172 Valley Street Jacksboro, TN 37757

Notice to Health Center
Dayspring Health, Inc.
c/o Chief Executive Officer
107 S. Main Street
Jellico, TN 37762

| Dayspring I By: | Health, Inc. |
|---------------------------|--------------|
| Name: Lawr Its: CEO | ence Rector |

Its: Finance Director

Campbell County Board of Education

| By: | By: |
|--------------------------|----------------------|
| Name: Jennifer Fields | Name: Jeffrey Miller |
| Its: Director of Schools | Its: Board Chair |
| By: | |
| Name: Jeff Marlow | |

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a. Standard of Care

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- Preventive Dental Care Services
- **b.** Nondiscrimination Neither party to this Agreement shall discriminate against any individual on the basis of race, color, sex, age, religion, national origin, English proficiency, or disability in carrying out the terms of this Agreement.

b. Acceptance of Referred Patients

Health Center agrees to consider each patient for appropriate level of care and services.

c. Professional Qualifications

Health Center agrees to provide Education Agency with assurances that, during the term of this referral agreement, it and, as applicable, the individuals furnishing the dental care services to patients are and will remain: 1) duly licensed, certified, and/or otherwise qualified to provide services hereunder, with appropriate training, education, and experience in the field of dental care treatment; 2) appropriately credentialed and privileged.

d. Medical Records/Notes

Health Center agrees to establish and maintain medical records regarding the provision of dental services, which records shall be the property of the Health Center.

e. Patients and Billing

To the extent that Education Agency students receive dental services from the Health Center pursuant to this Agreement, such individuals shall be considered patients of the Health Center. Accordingly, Health Center agrees to be solely responsible for billing and collecting all payments from appropriate third-party payers.

II. INSURANCE

Health Center represents and warrants that it is covered by a professional liability insurance policy

(malpractice, errors, and omissions) providing sufficient coverage against professional liabilities that may occur as a result of furnishing dental care services to patients under this agreement. Health Center understands and agrees that, as the provider of record for the services provided to patients under this agreement, Health Center is solely liable for such services, and that Education Agency will not be liable, whether by way of contribution or otherwise, for any damages incurred by patients or arising from any acts or omissions in connection with the provision of such services.

III. NO EXCLUSIONS/DEBARMENT

Each party warrants that neither it nor its principals or employees are, or have been, excluded, debarred, suspended, proposed for debarment, or declared ineligible from participation in any federally funded program ("Exclusion"). Each party shall immediately notify the other of any threatened or actual Exclusion. If a party is debarred, suspended, or excluded, this Agreement shall immediately and automatically terminate.

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Health Center retains the authority to contract with other parties, if to the extent that, Health Center's CEO, reasonably determines that such contracts are necessary in order to implement Health Center's policies and procedures, or as otherwise may be necessary to ensure appropriate collaboration with other local providers (as required by Section 330 (k) (3) (B)), to enhance patient freedom of choice, and/or to enhance accessibility, availability, quality, and comprehensiveness of care.

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VII. CONFIDENTIALITY

The parties (and their directors, officers, employees, agents, and contractors) shall maintain the privacy and confidentiality of all information regarding the personal facts and circumstances of all Health Center patients, in accordance with all applicable federal and state laws and regulations (including, but not limited to, the Health Insurance Portability and Accountability Act (HIPAA) and its implementing regulations set forth at 45 C.F.R. Part 160 and Part 164, as well as 42 U.S.C. 290dd-2) and the Health Center's policies and procedures regarding privacy and confidentiality of such information. The parties (and their directors, officers, employees, agents, and contractors) shall: (1) not use or disclose patient information, other than as permitted or required by this agreement for the proper performance of their duties and responsibilities hereunder; (2) use appropriate safeguards to prevent use or disclosure of patient information, other than as provided

under this agreement; and (3) notify the other party immediately in the event they become aware of any use or disclosure of patient information that violates the terms and conditions of this agreement or applicable federal and state laws or regulations.

VIII. TERM AND TERMINATION

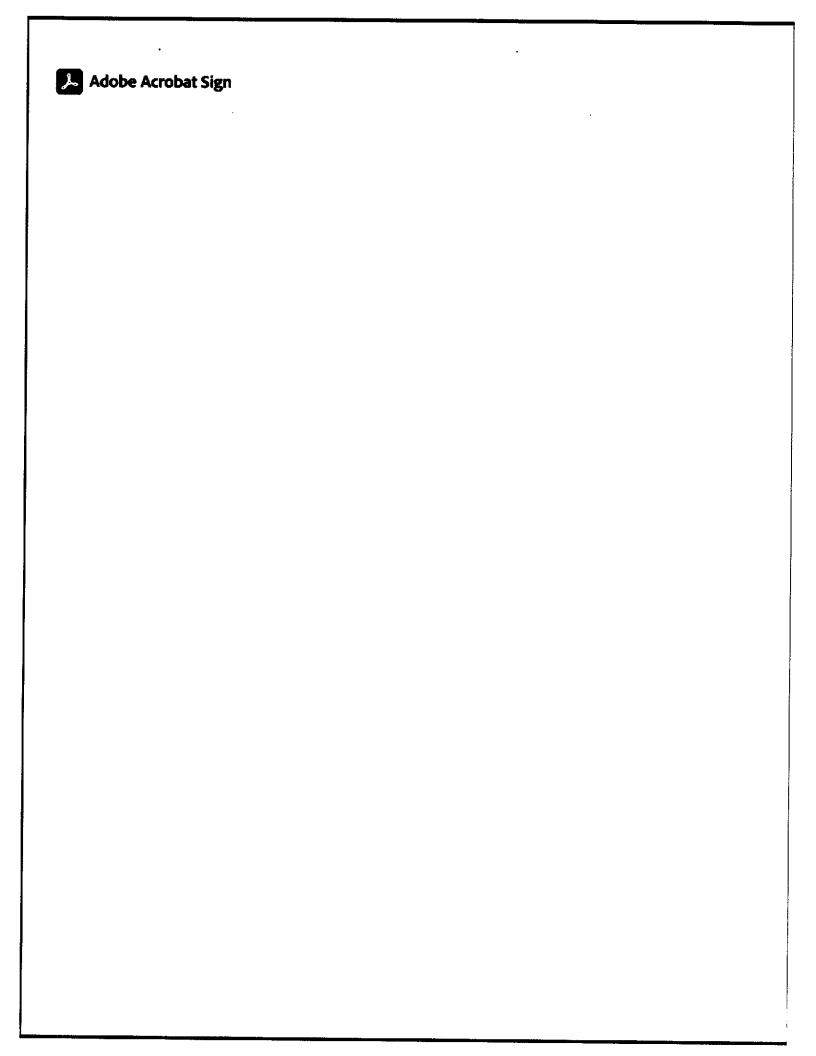
- A. The term of this agreement shall commence April 1, 2025 and continue through June 1, 2030 unless sooner terminated in accordance with the terms of this agreement.
- B. Either party may terminate this Agreement without cause upon 30 days prior written notice to the other party.
- C. Any notice required or permitted under the terms of this Agreement shall be sufficient if given in writing, and either personally delivered or sent by United States Certified Mail, postage prepaid, return receipt requested, addressed as follows:

Notice to Education Agency:

Campbell County Board of Education 172 Valley Street Jacksboro, TN 37757

Notice to Health Center
Dayspring Health, Inc.
c/o Chief Executive Officer
107 S. Main Street
Jellico, TN 37762

| By: | |
|-----------------------------------|----------------------|
| Name: Lawrence Rector Its: CEO | |
| Campbell County Board of Educat | tion |
| By: | By: |
| Name: Jennifer Fields | Name: Jeffrey Miller |
| Its: Director of Schools | Its: Board Chair |
| By: | |
| Name: Jeff Marlow | |
| Its: Finance Director | |





STATE OF TENNESSEE DEPARTMENT OF FINANCE AND ADMINISTRATION BENEFITS ADMINISTRATION

312 Rosa L. Parks Avenue Suite 1900 William R. Snodgrass Tennessee Tower Nashville, Tennessee 37243-1102 Phone (615) 741-3590 or (800) 253-9981 FAX (615) 253-8556

Jim Bryson COMMISSIONER

Laurie Lee EXECUTIVE DIRECTOR

MEMORANDUM OF UNDERSTANDING BETWEEN THE STATE OF TENNESSEE AND LOCAL EDUCATION AGENCY

TERMS AND DEFINITIONS

- 1. Additional Benefits means benefit plans approved by BA and offered separately by Local Education Agencies, including those which provide (a) benefits for a specific disease and/or illness (e.g., cancer, heart, stroke), (b) benefits limited to a fixed amount per day (or other period) of hospitalization, (c) accident, death, and dismemberment benefits, and (d) any other benefits approved in writing by Benefits Administration. Additional Benefits does not include dental or vision benefits offered by an LEA that does not offer Voluntary Benefits as defined by this MOU.
- 2. Agency Benefits Coordinator (ABC) means an employee of the school system who serves as the liaison between the State Group Insurance Program, Members and BA.
- 3. Annual Enrollment means a period prior to the plan year when Members may change, add, or remove benefits for themselves or eligible dependents. Specific dates for this period are determined by BA each year.
- 4. Automated Clearing House (ACH).
- 5. Benefits Administration (BA) means the division of the Tennessee Department of Finance & Administration that administers the State Group Insurance Program.
- 6. Business Days means Mondays, Tuesdays, Wednesdays, Thursdays, and Fridays. State government holidays and weekends are excluded from calculation of Business Days.
- 7. Calendar Days means all seven days of the week including State government holidays.
- 8. Certificates of Coverage means legal publications that define eligibility, enrollment, benefits, and administrative rules of a Voluntary Benefit.
- 9. Code of Federal Regulations (CFR).
- 10. Consolidated Omnibus Budget Reconciliation Act (COBRA).
- 11. Edison means the State's enterprise resource planning system for the administration of benefits enrollment and premium data.
- 12. ePHI means electronic PHI that is produced, saved, transferred, or received in an electronic form.

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- 13. Governmental Accounting Standards Board (GASB).
- 14. HIPAA means Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and implementing regulations.
- 15. HIPAA Notification Rule (Notification Rule) means the HIPAA Breach Notification Rule codified in 45 CFR §§ 164.400-414, which requires HIPAA-covered entities and their business associates to provide notification following a breach of unsecured protected health information.
- 16. HIPAA Privacy Rule (Privacy Rule) means the HIPAA Privacy Rule codified at 45 CFR Part 160 and Subparts A and E of Part 164, which establishes national standards to protect individuals' PHI and applies to health plans, health care clearinghouses, and those health care providers that conduct certain health care transactions electronically.
- 17. HIPAA Security Rule (Security Rule) means the HIPAA Security Rule codified at 45 CFR Part 160 and Subparts A and C of Part 164, which establishes national standards to protect individuals' ePHI that is created, received, used, or maintained by a covered entity, and which requires appropriate administrative, physical, and technical safeguards to ensure the confidentiality, integrity, and security of electronic protected health information.
- 18. Health Information Technology for Economic and Clinical Health Act (HITECH).
- 19. Local Education Agency (LEA).
- 20. Local Education Health Insurance Plan (Local Education Plan) means the insurance plans authorized by TCA 8-27-302(a).
- 21. Local Education Insurance Committee (Committee) means the policy-making body for the Local Education Insurance Plan established under Tennessee state law.
- 22. Local Education Plan Document (Plan Document) means the legal publication that defines eligibility, enrollment, benefits and administrative rules of the Local Education Plan as approved by the Committee.
- 23. Member means any person who is enrolled in one of the medical benefit or Voluntary Benefit options offered through the Local Education Plan.
- 24. Memorandum of Understanding (MOU).
- 25. Notify means, unless otherwise specified within this MOU, to notify BA in writing, and the notification may be delivered by electronic mail, facsimile, or the U.S. Postal Service.
- OPEB means Other Post-Employment Benefits (other than pensions) that an employee is eligible to receive at the start of retirement.
- 27. PHI means Protected Health Information, which includes an individual's medical records and other personally identifiable information.
- 28. PPACA means Patient Protection and Affordable Care Act, Public Law 111-148 as amended by Public Law 111-152.
- 29. State means the State of Tennessee.
- 30. State Government Holidays means those days on which official holidays and commemorations as defined in TCA 15-1-101 et seq. are observed.
- 31. State Group Insurance Program means all benefit options sponsored by the State, Local Government, and Local Education Insurance Committees (e.g., medical benefit plan options, disability insurance, life insurance, other Voluntary Benefits).

Page 2 of 11 March 2025

- 32. Tennessee Code Annotated (TCA).
- 33. Tennessee Consolidated Retirement System (TCRS).
- 34. The Tennessee Plan means the plan offering supplemental medical insurance for retirees with Medicare as defined in TCA Title 8, Chapter 27, Parts 2 and 3.
- 35. Voluntary Benefits means dental and vision benefits or other benefits which are established and offered by the Committee as defined in TCA 8-27-104.
- 36. Website means the Partners for Health Website (www.tn.gov/partnersforhealth), which includes a section specifically for ABCs.

INTRODUCTION

This MOU is a legally binding agreement, entered into pursuant to TCA 8-27-303(h)(2) and submitted pursuant to TCA 8-27-304(c)(1)(B), which defines the administrative requirements for participation in the group health plan coverage through the Local Education Plan and available Voluntary Benefits pursuant to TCA 8-27-302 et seq. and TCA 8-27-104 by the eligible Local Education Agency.

The Plan Document defines the eligibility, enrollment, benefits and additional terms of coverage for the Local Education Insurance Plan. In the event any provisions of this MOU conflict with the Plan Document, the Plan Document and Summary Plan Description for The Tennessee Plan (Supplemental Medical Insurance for Retirees with Medicare), or the Certificates of Coverage for Voluntary Benefits, the provisions of those Plan Documents and/or Certificates of Coverage shall control.

Failure to comply with the terms of this MOU may subject the LEA to adverse action, including but not limited to the imposition of fines or removal from the health and/or voluntary benefit plans by the Committee.

This MOU supersedes and replaces all prior MOUs, agreements, or other documentation between BA and the LEA describing the administrative requirements of the LEA for participation in the above stated group benefits.

SECTION 1 - RESPONSIBILITIES OF THE LOCAL EDUCATION AGENCY

- 1. An LEA with less than 1,000 employees shall submit an Intent to Enroll form to BA no less than 60 Calendar Days prior to the insurance effective date when joining the Local Education Plan. An LEA with more than 1,000 employees shall submit an Intent to Enroll form no less than 120 Calendar Days prior to the insurance effective date when joining the Local Education Plan. A majority (50% plus one) of health insurance-eligible employees of the LEA must agree to join the Local Education Plan and their agreement must be verified in writing by the Director of Schools and submitted to Benefits Administration with the Intent to Enroll form.
- 2. The LEA shall, at execution of this MOU, identify an employee to serve as the LEA's primary ABC, who shall be responsible for plan administration and act as a liaison between the LEA, its employees and BA. The LEA shall also identify all additional employees that will serve as ABCs. Only ABCs for whom a signed Edison Benefits User Security Authorization form has been submitted and approved shall have data update and/or inquiry access to Edison for the employees of the agency and their dependents. No ABC shall allow an insurance agent, broker, agency or an unauthorized LEA employee to have access to Edison. Duties and responsibilities of ABCs are outlined in Section 3 of this MOU.
- 3. The LEA shall offer ALL options of the Local Education Plan to its employees, including all carriers, networks and plan types available to them. Coverage shall be offered to all eligible employees and retirees, including non-certified staff members. Subject to Item 8 in this section, the LEA shall not offer other health plans or coverage.

The LEA may offer Voluntary Benefits to eligible employees. If the LEA elects to offer one or more of the Voluntary Benefits, the LEA shall offer ALL Voluntary Benefit options within that plan to eligible employees

Page 3 of 11 March 2025

including all carriers, networks and plan types available to them. The LEA shall not offer any other dental and/or vision plans if the LEA offers the same type of Voluntary Benefits.

4. Voluntary Benefit Provisions

- a. Participation in Voluntary Benefits. An LEA may elect to participate in Voluntary Benefits either on the date the LEA joins the Local Education Plan or on a subsequent January 1st. The LEA may submit a written notice of intent to enroll in Voluntary Benefits to BA at the time the LEA joins the Local Education Plan or by August 1st of the year preceding the January 1st effective date. Upon enrollment, LEA participation in the Voluntary Benefits shall continue for a period of no less than 12 consecutive months.
- b. <u>Termination of Participation in Voluntary Benefits</u>. An LEA may elect to terminate its participation in Voluntary Benefits at the end of any plan year provided that it has participated for at least 12 consecutive months. The LEA shall provide BA with written notice of intent to terminate its participation in the Voluntary Benefits by August 1st of that plan year.
- c. If the LEA discontinues participation in a Voluntary Benefit, its employees will not be eligible for COBRA for that product and the LEA may not offer the particular Voluntary Benefit again for a period no less than 12 consecutive months from the date of termination. If the LEA offers the particular Voluntary Benefit again, eligible employees may sign up during the next Annual Enrollment period.
- d. If an LEA discontinues participation in the Local Education Plan medical benefit, participation in the Voluntary Benefits will terminate at the same time for all participants, except for retirees enrolled in dental insurance who otherwise meet defined eligibility rules.
- 5. The LEA and its officers and employees shall abide by and enforce all eligibility criteria for all benefit options set out in the Plan Document, the Plan Document and Summary Plan Description for The Tennessee Plan, and the Certificates of Coverage for Voluntary Benefits.
 - The LEA shall uniformly enforce the eligibility, enrollment, benefit and administrative provisions of the Plan Document, the Plan Document for The Tennessee Plan, and the Certificates of Coverage for Voluntary Benefits.
- 6. Individual agencies shall not determine eligibility for employees or retirees in a way that conflicts with the Plan Document, the Plan Document for The Tennessee Plan, or the Certificates of Coverage for Voluntary Benefits. For example, the LEA shall not calculate hours worked or years of service to determine insurance eligibility in a way that conflicts with the Plan Document or vote to exclude or include classes of employees from eligibility for coverage.
 - In determining employees' eligibility date for coverage under Section 3 of the Plan Document, the LEA shall apply the same eligibility date criteria to all its employees (either the hire date or a date no later than the end of the subsequent month).
- 7. No LEA participating in the Local Education Plan shall initiate or participate in any third-party litigation or settlements related to claims paid by the plan or premiums paid to the plan without prior notice to and approval from BA. The Employer must provide sufficient notice for BA to conduct a review of the proposed litigation/settlement, but not less than 30 days prior to initiating or participating in such activity. If a participating LEA receives any sums resulting from third-party litigation or settlement related to such claims or premiums, it must immediately notify BA of such receipt and comply with BA's directives regarding use of said sums for the benefit of the plan.

8. Prohibition on other coverages:

a. An LEA participating in the Local Education Plan shall not offer, subsidize or incentivize enrollment of individuals eligible for the Local Education Plan into any health plan, health insurance policy or medical expenses plan other than the Local Education Plan (including Voluntary Benefits) and those plans which constitute BA-approved Additional Benefits. This prohibition on other coverage does not apply to individuals who are not eligible for the Local Education Plan.

- b. For the purpose of (a) above, the term "health plan" includes any health plan or policy, medical insurance plan or policy, excepted benefit policy, supplemental benefit policy, gap or bridge policy, and any plan or policy that reimburges, indemnifies, contributes to, supplements or pays the costs of participating in the Local Education Plan, or provides coverage, subsidies or credits for services or pharmaceuticals covered by the Local Education Plan including co-pays, member contributions, coinsurance and deductibles. For purposes of this MOU, this definition of "health plan" is not affected by whether a plan, or expenses paid under a plan, is considered a supplemental plan, health plan or an excepted benefit under federal law.
- c. The LEA shall not offer a subsidy, compensation, benefit or item of value to individuals eligible for the Local Education Plan who decline enrollment in the Local Education Plan.
- d. An LEA participating in the Local Education Plan may only offer BA-approved Additional Benefits.
- e. To offer Additional Benefits, the LEA shall submit a written request to BA no less than 60 Calendar Days before it offers the Additional Benefit, submit all documentation and information requested by BA, and receive advance approval in writing from BA before any Additional Benefit is offered. Any policy or contract changes to existing approved Additional Benefits constitute a new Additional Benefit and must be submitted for approval in the same manner as the original Additional Benefits product. Failure of the LEA to comply with these requirements may result in the assessment to the LEA of all costs resulting from the LEA's failure to cooperate, including actuarial consulting fees and all costs to the plan caused by non-compliance. Non-compliance may also result in termination of the LEA's participation in the plan.
- f. An LEA's offering, subsidizing or incentivizing participation in any product prohibited in this section may result in the assessment to the LEA of all costs resulting from the LEA's failure to cooperate. The assessment may include actuarial consulting fees and all additional costs to the plan caused by non-compliance. Non-compliance may also result in termination of the LEA's participation in the plan.
- The LEA shall Notify BA within 10 Business Days after an ABC terminates employment or is no longer responsible for the duties of an ABC. The LEA shall also provide BA with contact information for the new ABC immediately upon designation.
- 10. The LEA shall Notify BA within 10 Business Days of the appointment or election of a new director of schools or the appointment of a new fiscal officer. The LEA shall also Notify BA within 10 Business Days if there is any change in contact information for the director or fiscal officer, including email address, phone number and mailing address.
- 11. The LEA shall assist BA with all audits, requests for information or documentation required for federal reporting and other requests related to the compliance of all parties with the Plan Document, the Plan Document for The Tennessee Plan, or eligibility rules for the Voluntary Benefits within 15 Business Days of the request.
- 12. The LEA shall respond to survey and information requests from BA within 15 Business Days, including but not limited to surveys related to (a) employer/participating agency premium contributions for employees, retirees and dependents; (b) employer/participating agency contribution levels based on retirees' years of service for GASB OPEB reporting purposes, including service and contribution documentation; and (c) documentation, including pamphlets, enrollment materials, policies, etc., of all Additional Benefits and other products offered by the employer/participating agency.
- 13. The LEA shall reimburse an amount equal to any expense incurred by BA because of the LEA's failure to provide a report or any information required by this MOU. This amount may include actuarial consulting fees, reimbursement of BA staff time devoted to resolving the LEA's failure to abide by this MOU, and any other applicable fee or expense incurred by BA. The LEA agrees that BA may deduct the amount of the incurred expenses from the LEA's ACH debit account upon providing 10 Business Days' notice. In addition to reimbursement of fees and expenses, an LEA's non-compliance may result in termination of the LEA's participation in the plan.
- 14. The LEA's failure to provide requested survey information regarding data required by GASB for an OPEB calculation shall result in the LEA being excluded from the annual actuarial calculations,

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valuations and OPEB liability determinations by the actuaries under contract with the state's Department of Finance & Administration. The LEA acknowledges that it would be responsible for securing its own actuarial consultant for this purpose.

- 15. The LEA shall remit the premiums for coverage under the Local Education Plan and Voluntary Benefits via an ACH debit account. The LEA shall provide BA with at least 60 Calendar Days' notice before making any change to its bank account or other information that may impact ACH transactions. The LEA shall use the ACH form, instructions and contact information available on the Website.
- 16. LEA participation in the Local Education Plan shall continue for πo less than 24 consecutive months unless the LEA's participation is terminated earlier by the Committee. A majority (50% plus one) of health insurance-eligible employees of the LEA must vote to withdraw from the Local Education Plan and their vote must be verified in writing by the Director of Schools and submitted to Benefits Administration along with written notice to terminate participation in the Local Education Plan.
- 17. To terminate participation in the Local Education Plan, the LEA shall provide written notice to BA no less than 60 Calendar Days before the date of termination. If the LEA discontinues participation in the Local Education Plan, it is ineligible to rejoin the Local Education Plan for 24 consecutive months after the date of termination.
- 18. If the LEA terminates participation in the Local Education Plan, BA will terminate coverage of all active employees and all COBRA or retiree participants, including retirees billed through their TCRS pension or direct bill.
- 19. Pursuant to TCA 8-27-303(a)(2), if the LEA terminates participation in the Local Education Plan, the LEA's medical insurance plans must be determined to be "equal or superior" to the Local Education Plan for the LEA to continue to receive funding from the State. If the LEA fails to meet the "equal or superior" standard, direct payments from the Department of Education shall be discontinued no later than 90 Calendar Days after the final determination is made. See Exhibit A, Plan Withdrawal Document with Equal or Superior Policy, for more detail regarding the withdrawal process.
- 20. If the LEA has no employees enrolled in the Local Education Plan health benefit for more than 60 Calendar Days, the LEA shall be terminated from the Local Education Plan and shall be ineligible to rejoin the Local Education Plan for the subsequent 24 consecutive months.
- 21. The LEA has the primary responsibility for determining eligibility pursuant to the provisions of the Plan Document and/or the Voluntary Benefits Certificates of Coverage, but the LEA may submit eligibility questions to BA for clarification. The LEA shall bear all responsibility for the cost of premiums and claims paid due to the LEAs inaccurate representation of eligibility or failure to report a Member's ineligibility, as provided in Section 8 of the Plan Document. The LEA shall terminate enrollment for the employee and dependents immediately and Notify BA within three Business Days of discovering that an employee and/or dependent(s) was ineligible for coverage.
- 22. For all Member terminations other than specified in paragraph 20 above, the LEA shall enter the termination into Edison within five Business Days of the termination. The LEA shall reimburse the State for any penalties, fines, assessments or damages incurred or associated with late COBRA and other notices that result from a delayed notification of termination to BA. All terminations are governed by the premium refund provisions in Section 8 of the Plan Document.
- 23. All LEAs shall download the Premiums Due Collections Applied reports through Edison to reconcile the monthly amount billed by BA for insurance premiums. If the LEA fails to download such reports and requests hard copies, the LEA shall pay a \$600 fee to BA payable/collected through the ACH debit account. BA reserves the authority to waive the annual fee as it deems appropriate, and its decisions shall not be subject to appeal or review.
- 24. If the LEA has at least 25 Members, it shall maintain two ABCs with access to Edison. LEAs must obtain BA approval for any additional ABCs.
- 25. Only BA-approved ABCs shall perform data entry in Edison for Members.

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- 26. The LEA may request in writing a copy of its enrollment and aggregate monthly claims information report from BA. BA will only provide a copy of such report results directly to the ABC or other authorized LEA employee. At no time shall BA deliver such report to an insurance agent or broker. Such report shall not contain any personal identifiers, individual claim details, or information restricted by HIPAA. In addition to the enrollment and claims information report, the agency may request in writing a request for large claims information to be sent to a specified insurance carrier. BA will provide large claims data reports only for the purpose of underwriting and premium rating and in the manner provided in Tenn. Code Ann. § 8-27-302(g). No individual claims details will be made available to the LEA or an insurance broker for the purpose of underwriting and premium rating, but only to a designated covered entity that has been identified to BA and has submitted executed confidentiality agreements to BA in compliance with Tenn. Code Ann. § 8-27-302(g). A "Request for Enrollment and Claims Information" and a "Request for Large Claims Data for Premium Bid" forms are located on the website. Assistance with the request process may be submitted through Zendesk.
- 27. The LEA shall Notify BA within five Business Days of receipt of a Medicare demand letter or other notice explaining that Medicare may have made a primary payment for services instead of a secondary payment for services and attach a copy of such letter or other notice to the notification.
- 28. The LEA shall maintain an up-to-date insurance file on each participating Member which shall include, at a minimum, the signed "Employee Insurance Checklist Local Education Plan" (a copy may be found on the Website), a copy of any manually completed enrollment forms, and a copy of any reports reflecting benefits chosen by the Member. The LEA can maintain either an electronic or hard copy, or both. Copies of files may be requested by BA for audit purposes.
- 29. The LEA shall be responsible for complying with all employer reporting requirements and employee notifications required under PPACA. Each LEA on the plan is a separate employer and must follow the reporting guidelines for employers with self-funded health plans.
- 30. The LEA shall be responsible for any penalties imposed for failure to comply with PPACA. This responsibility includes but is not limited to penalties under the PPACA amendments to the Public Health Service Act (42 U.S.C. 300 gg et seq), the employer responsibility section of the Internal Revenue Code (26 U.S.C. 4980H), and regulations implementing those provisions.
- 31. To the extent that the LEA varies its employer contribution by benefit option or premium tier, the LEA assumes all compliance duties and risks associated with the statutory requirements of federal and State law, including but not limited to the nondiscrimination and wellness requirements in the HIPAA (HIPAA, Pub. L. 104-191) as amended and the Americans with Disability Act (ADA, Pub. L. 101-336), as amended. The LEA may refer to "Contributions" in the Plan Document and any other publications or frequently asked questions which BA may publish for information regarding the State's contribution policy. The LEA shall rely upon its legal counsel to ensure that the LEA's approach complies with all applicable legal requirements and be aware that information provided by BA does not constitute legal advice.
- 32. If a change in state or federal law requires changes in the procedures set out in this MOU, the LEA will comply with those requirements regardless of whether this MOU is formally amended.
- 33. The LEA bears all responsibility for financial losses caused by the LEA's non-compliance with or violation of applicable laws or regulations governing the conduct of the Local Education Plan. Such federal provisions include, but are not limited to, PPACA, HIPAA, the HITECH Act and COBRA. The LEA's responsibility under this provision includes any fines, penalties or legal costs paid or incurred by the State because of the LEA's non-compliance with or violation of federal law.
- 34. The LEA shall participate in all audits conducted by BA, in conjunction with the Tennessee Comptroller of the Treasury to verify that policies and procedures of the Plan Document are enforced.

SECTION 2 - RESPONSIBILITIES OF THE LOCAL EDUCATION AGENCY REGARDING HIPAA AND HITECH

- 1. The LEA shall comply with all applicable provisions of HIPAA and the HITECH Act and their accompanying regulations. The LEA shall take all appropriate measures to protect the privacy and security of the PHI it receives from Members electing coverage under the plan. All agency employees who have access to Edison insurance benefits data shall complete BA's annual online HIPAA training. Failure to complete all mandatory training will result in suspension of an individual's Edison insurance benefits access. Training requirements cannot be waived unless approved in advance by the BA HIPAA compliance officer.
- 2. The LEA affirms that it is familiar with the requirements of HIPAA and HITECH and accompanying regulations and that it shall comply with all applicable HIPAA and HITECH requirements, including but not limited to the following:
 - Compliance with the Privacy Rule, Security Rule and Notification Rule;
 - The creation of and adherence to sufficient privacy and security safeguards and policies;
 - Timely reporting of violations in use and disclosure of PHI and ePHI; and
 - Timely reporting of privacy and/or security incidents.
- The LEA affirms that it will cooperate with BA, the BA privacy officials and other compliance officers required by HIPAA and HITECH and its regulations, during performance of the duties so that both parties will be in compliance with HIPAA and HITECH.
- 4. The LEA shall develop, adopt and implement standards which are, at a minimum, compliant with the HIPAA Privacy Rule and Security Rule to safeguard the privacy and confidentiality of all PHI or ePHI about Members. For example, the LEA shall ensure that it does not have completed forms containing PHI or ePHI in public view, left in unsecured boxes or files or left unattended in any off-site location (e.g., in an automobile or remote workspace). The LEA's procedures shall include but not be limited to safeguarding the identity of Members of the State Group Insurance Program and preventing the unauthorized disclosure of PHI or ePHI. The LEA shall comply with the HIPAA amendments in Public Law 111-5, the HITECH Act, and any implementing regulations when they become effective.
- 5. The LEA shall not use or further disclose PHI or ePHI other than as permitted or required by HIPAA or as required by law. Use of PHI or ePHI for payment, treatment or health care operations may include disclosure only as permitted by HIPAA, including when such information is strictly necessary to resolve the issue or concern under discussion and the person has adequate permission or legal authority to review such information.
- 6. The LEA shall use appropriate safeguards to prevent the unauthorized use or disclosure of the PHI or ePHI. The LEA shall report to BA any unauthorized use or disclosure of the PHI or ePHI.
- 7. The LEA shall mitigate, to the extent practicable, any harmful effect that is known to the LEA of a use or disclosure of PHI or ePHI by the LEA in violation of the requirements of the federal privacy rule.
- 8. The LEA shall not store Benefits Administration's operational documents or member communications regarding their health care benefits within its human resource files or within its records management system without prior approval from BA. BA will only approve a system that is HIPAA compliant and contains HIPAA-appropriate safeguards. All health plan related documents must be stored in a specific electronic folder separate from human resource functions and have restricted access limited to documented ABCs only.
- 9. The LEA shall cooperate in making relevant records available to the secretary of the US Department of Health and Human Services for determining HIPAA compliance when required by 45 CFR 164.504(e)(2)(ii)(I).
- 10. The LEA shall (i) implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the PHI and ePHI that it creates, receives, maintains or transmits; (ii) report to BA any security incident (within the meaning of 45 CFR § 164.304) of which the LEA becomes aware; and (iii) ensure that any agent of the LEA, including any subcontractor, agrees to the same restrictions and conditions that apply to the LEA with respect to such information.

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- 11. The LEA shall comply with all privacy and security requirements of HIPAA and the HITECH Act. Unless the State gives prior approval in writing of the LEA's use of alternate mitigating controls, the LEA shall use Federal Information Processing Standards 140-2 compliant technologies to encrypt all PHI and ePHI in motion or rest, including back-up media.
- 12. The LEA is authorized to use PHI and ePHI for the purpose of carrying out its duties under the MOU and for the purposes directly required by the LEA's participation in the Local Education Insurance Plan. While carrying out these duties, including but not limited to carrying out BA's duties under HIPAA, the LEA shall fully comply with the requirements under the Privacy Rule applicable to Business Associates, as that term is defined in the Privacy Rule and not use or further disclose PHI or ePHI other than as permitted or required by this agreement or as required by law. Business Associate is subject to requirements of the Privacy Rule as by Public Law 111-5, Section 13404 [designated as 42 U.S.C. 17934].
- 13. Minimum Necessary The LEA and its agents or subcontractors shall only request, use and disclose the minimum amount of protected information necessary to accomplish the purpose of the request, use or disclosure, in accordance with the Minimum Necessary requirements of the Privacy Rule including, but not limited to, 45 C.F.R. Sections 164.502(b) and 164.514(d).
- 14. Notification of Breach During the term of this MOU, the LEA shall Notify BA within two Business Days of any attempted, suspected or actual breach of security; intrusion or unauthorized use or disclosure of PHI or ePHI; and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations. The LEA shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.
- 15. The LEA acknowledges and agrees that the Committee shall have the right to immediately terminate this agreement and remove the LEA from the Local Education Plan in the event the LEA fails to comply with or violates a provision or requirement of the Privacy and/or Security Rule or this MOU. Upon termination of this MOU for any reason, the LEA agrees to return or destroy PHI and ePHI covered by this agreement at the direction of BA as required by 45 CFR 164.504(e)(2)(ii)(J).

SECTION 3 - RESPONSIBILITIES OF THE AGENCY BENEFITS COORDINATOR

Note: Please locate applicable forms and publications on the Website.

- 1. The ABC shall be a liaison between the LEA, its employees and BA.
- 2. During employee orientation and within five (5) calendar days of the hire date or the date the employee otherwise become eligible, the ABC shall:
 - Provide the Local Education Plan's insurance and enrollment information and the Employee Insurance Checklist to the employee;
 - Review each item on the Employee Insurance Checklist with the employee;
 - Clearly articulate the applicable deadline for new hire enrollment into the plan (30 Calendar Days from THE HIRE DATE or date of eligibility), and advise that the 30 days includes the hire date or other date the employee becomes eligible and that enrollment must be completed within Edison or by paper enrollment within that deadline;
 - Ensure the employee receives in print or has access to electronic versions of all new employee orientation materials provided by BA;
 - Describe to the employee how and when to add newly acquired dependents, and explain the Member's
 responsibility to provide documentation to verify dependent eligibility within designated timeframes;
 - Review with the employee the impact of a leave of absence from employment on benefits;
 - List for the employee the benefits options Members have at the time of termination of employment (e.g., COBRA, retirement); and
 - Explain to the employee how to make changes to coverage or terminate coverage for themselves or
 dependents including the employee's obligation to immediately notify the ABC of any change in
 dependent eligibility status.

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- 3. Upon request, ABC shall provide to BA all orientation materials provided by the LEA to new employees.
- 4. All ABCs shall participate in ABC conference calls/electronic meetings with BA staff based on a schedule defined by BA. The conference calls/electronic meetings may be held weekly leading up to and during the Annual Enrollment period. ABCs shall review all notices emailed from BA and must check the Website weekly to review all new BA postings. ABCs shall participate in all meetings held by BA in addition to the regular conference calls and weekly messages.
 - 5. The ABC shall promptly review notices and updates from BA, including notices regarding annual premium increases or benefit changes and updates to the Plan Document.
 - 6. All ABCs shall complete all training required by BA. All new ABCs shall complete the New ABC Training offered by BA and shall be required to pass a test to access Edison benefits information. New ABC Training shall be completed within 60 Calendar Days of becoming an ABC. Supplemental training shall be completed as required by BA and failure to do so will result in suspension of access to benefits information in Edison. Training requirements cannot be waived unless approved in advance by BA.
- 7. All new ABCs shall complete the MOU and HIPAA training module in Edison within 30 Calendar Days of access to the system. All ABCs shall complete the MOU and HIPAA training ANNUALLY during the scheduled training month or as otherwise prescribed by BA. Failure to complete the annual MOU and HIPAA training will result in suspension of access to benefits information in Edison which will not be restored until MOU and HIPAA training is complete.
- 8. The ABC shall be familiar with the insurance benefits and eligibility provisions described in the Plan Document and any applicable Certificates of Coverage for the Voluntary Benefits.
- 9. The ABC shall be responsible for certifying the Application to Continue Insurance at Retirement. The ABC shall refer all eligibility or policy questions related to creditable years of service and monetary retirement benefits to TCRS staff. Questions about retiree eligibility and questions about the Annual Enrollment period for retirees shall be directed to BA.
- 10. The ABC shall refer Members interested in obtaining information concerning the process for appeal to the Member Handbooks, the Summary of Benefits and Coverage and the Plan Document on the Website, and shall assist Members in filing appeals if requested.
- 11. The ABC shall answer general questions on the coverages offered by the Local Education Plan. The ABC shall refer any detailed eligibility inquiries to the BA Service Center. The ABC shall refer any detailed benefits and claim inquiries to the appropriate insurance carrier.
- 12. The ABC shall coordinate or assist with events or benefits fairs related to these products, including reserving meeting space, as requested by BA, and ensuring that employees/Members are aware of these events.
- 13. The ABC shall assist with requests from BA to help with ensuring the agency Members respond to requests for information and otherwise comply with sections "5.05, Subrogation Rights"; "5.06, Right of Reimbursement"; and "5.07, Recovery of Payment" of the Plan Document.
- 14. The ABC shall provide an email address file for all their employees to BA within 15 Calendar Days of receipt of a request.
- 15. ABCs scheduled for retraining shall lose access to benefits information in Edison if retraining is not completed in the time frame designated by BA.
- 16. The ABC shall respond to a yearly audit of ABC security access for the agency. Failure to comply within the time frame given in the audit communication will result in removal of the LEA's access to benefits information in the Edison system. The ABC's access shall not be reinstated until a new, signed Edison Benefits User Security Access Form is received from the agency for each ABC.
- 17. The ABC will receive quarterly reports from a data match with the National Change of Address database. The ABC shall update addresses in Edison based on the results.

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- 18. The ABC shall respond to a monthly email from BA regarding invalid Social Security Numbers within the deadline specified by BA in the request.
- 19. The ABC shall utilize the information provided by BA to assist the LEA in complying with employer reporting requirements and employee notifications required under PPACA.
- 20. The ABC shall complete the annual ABC survey issued by BA.

This is a document that binds the LEA to legally enforceable obligations. BA recommends that the LEA have its legal counsel review this document. BA does not provide legal advice to LEAs and any information that BA provides concerning state or federal laws is not intended as legal advice.

We understand and agree to abide by the terms and conditions set forth in this document.

| LOCAL EDUCATION AGENCY: | |
|---|--|
| Campbell County Board of Education Agency Name | and the second s |
| Mandy Starret Mandy Starrett Primary ABE (Printed Name/Signature) | |
| U 5 2025 Date | |
| Vennifer Fields / Spanifer Auf ls Director of Schools (Printed Name Signature) | |
| Jenni & Fields Xecuife Fiscal Officer (Printed Name/Signature) | |
| 4/5/2025 Date | |
| BENEFITS ADMINISTRATION: | |
| By: Laurie Lee, Executive Director | |
| Signature | Date |

Voice Terms and Conditions

| Customer Name: | Campbell County | y Public Schools | ("Customer") |
|----------------|-----------------|------------------|--------------|
| | | | |

These Voice Terms and Conditions ("Voice Terms") apply to any voice service offering (the "Voice Service(s)") ordered by Customer from United Data Technologies, Inc. ("UDT") in accordance with the Anderson County Schools Services Agreement ("MSA") between the parties, and are effective as of the date of the last signature hereto (the "Effective Date"). Customer's purchase and/or use of the Voice Services constitutes acceptance and agreement to these Voice Terms. In the event of conflict between the MSA and these Voice Terms, these Voice Terms shall govern.

- 1. Voice Services. Following acceptance by UDT of customer's written order for the Voice Service(s) (the "Voice Service Order(s)") UDT shall provide Customer with the Voice Services specifically identified in the Voice Service Order(s) for the term identified therein (the "Voice Service Term"). Customer is responsible for all use of the Voice Services throughout the Voice Service Term, whether or not authorized by Customer.
- 2. Pricing. Pricing for the Voice Service(s) shall be as stated in the Customer's order at the time the order is placed. Any such pricing is exclusive of taxes, surcharges, assessments, or other governmental or regulatory fees. Offered pricing may not be combined with any other offer except as provided herein. Discounts, if applicable, shall not apply to taxes, surcharges, assessments, or other fees (including, but not limited to promotional credits, installation charges, nonrecurring charges, special construction or CPE charges, pass-through charges, access and port charges, municipal and franchise fees, governmental and regulatory surcharges and assessments, line recovery charges, interexchange access charges, or E-911 fees). Unless otherwise expressly stated in writing by UDT, any new Voice Services added by Customer under the MSA and these Voice Terms following the initial Voice Service Order will reflect UDT's rates that are in effect at the time the new Voice Services are ordered. The new rates will only apply to newly-added Voice Services unless Customer executes a new Voice Service Order for all Voice Services or is otherwise indicated by UDT in a revised sales quote. UDT reserves the right to adjust Customer pricing following upon thirty (30) days' written notice to Customer.

In the event that Customer terminates the Voices Service(s) prior to the end of the Voice Service Term, Customer may be required to pay UDT an early termination charge equal to the remaining monthly recurring charges for the Voice Service(s) for the duration of the Voice Service Term.

The following services have a per usage charge and/or may be restricted/blocked as described below and in more complete detail in UDT's quote, the MSA, or official pricing catalogs:

- 900/976 numbers Customer acknowledges by signing this agreement that UDT has informed Customer that the Voice Services do not permit calls to 900/976 numbers or other pay-per-call services.
- Directory Assistance Customer acknowledges that UDT has informed Customer that calls to Directory Assistance (411, 1-XXX-555-1212 or similar) will incur a charge of \$2.00 per call or as otherwise indicated in UDT's pricing, as updated. Customer may request that access to Directory Assistance numbers be blocked.
- International calls Customer acknowledges that UDT has informed Customer that international calls and
 calls outside the continental United States are not included in the Voice Services and will incur a per call
 charge based on UDT's then applicable per country rates. International calling is blocked by default.
 Customer may request that international calling be enabled on a per extension basis and Customer agrees
 to pay per-call charges for each international call.
- Operator-Assisted calls Customer acknowledges that UDT has informed Customer that Operator-Assisted calls, such as Operator-Assisted Person-to-Person calls, Operator-Assisted Collect calls, Third Party Billed Calls, and Operator-Assisted Dialing, are not supported on UDT's Voice services.
- 3. Maintenance and Location. Voice Services may be temporarily unavailable or limited because of capacity limitations and may be temporarily interrupted because of equipment modifications, routine maintenance, upgrades, relocations, repairs, and similar activities. UDT will use commercially reasonable efforts to notify Customer of any scheduled maintenance, but may need to interrupt Voice Services without notice or compensation to Customer. UDT operates and maintains Voice Services up to the demarcation point at the Customer premises only.

4. Disconnection.

At the end of a Voice Service Term, UDT may, in its sole discretion, release to Customer's new service provider the telephone number used in connection with Customer's Voice Service if:

- Such new service provider is able to accept such number;
- Customer's account has been properly disconnected;
- Customer requests the transfer upon disconnecting Customer's account.
- 5. Installation. Once UDT schedules installation and agrees upon an installation time with Customer, Customer must be present with facilities available and fully accessible. If UDT's technician arrives at the location and Customer is not present or facilities are not available or accessible by UDT's technician or Customer otherwise cancels or postpones installation without a 24-hour notice to UDT, UDT reserves the right to assess a "Customer Missed Call" trip charge of one hundred dollars (\$100) per missed site visit.

Customer is responsible for any local area network upgrades necessary to establish and continue service. Customer may have to increase the amount of Internet connectivity purchased to accommodate increasing voice, data and other IP traffic.

Customer's first invoice from UDT may include charges for a partial month of Voice Service. After the initial billing cycle, Customer's invoice will include charges for one month of Voice Service for all requested Voice Services, including any usage charges. Customer should receive a final invoice from its existing local, long distance, and/or data service provider(s) that UDT is replacing. Customer will be responsible for paying any charges resulting from the early termination of a service contract with Customer's existing provider(s), if applicable. Customer may have a refund coming from existing providers, so Customer should open all correspondence received. UDT will handle communication with Customer's existing provider(s) regarding the porting of some or all of your existing telephone numbers to UDT, based on the scope of services UDT is to deliver; however, Customer is responsible for requesting that existing services be disconnected from your current provider once service has been migrated to UDT. UDT can provide sample disconnect language, upon request.

UDT Voice Services are capable of being deployed across various vendor specific LAN switching infrastructure. UDT offers consulting hours to assist with any initial configuration of that LAN switching hardware for UDT Voice Services should Customer need assistance. Any such consulting will be in accordance with the terms set forth in the applicable order form. UDT does not offer long-term support for LAN switching infrastructure, and recommends Customer secure long-term support contracts with vendors who are knowledgeable about Customer's particular LAN equipment.

- **7. 9-1-1 Dialing Feature.** Included in the Voice Services provided to Customer by UDT is a 9-1-1 Dialing Feature that has certain limitations as compared to a traditional telephonic 9-1-1 dialing. Customer acknowledges that the Customer has certain obligations in connection with the provisioning of the 9-1-1 Dialing Feature. Customer acknowledges and agrees that it is Customer's responsibility and obligation, prior to initiating any of the Voice Services, to comply with the following:
 - Registered Location. Customer is required to provide to UDT, prior to initiation of the service, the physical location at which the service will be utilized ("Registered Location"). UDT relies on your Registered Location to route your 9-1-1 call to the closest emergency responders; and
 - ii. Acknowledgement of 911 service. Customer is required to sign and acknowledge 911 service included as part of this agreement.

Customer is required to update Registered Location(s) each time you move a device to a different location. Updates can be made via the Administrative/User Portal, directly on your app (where available), or by calling support. Customer may also contact via phone (800-882-9919) or email (<u>UDTNOCSupport@udtonline.com</u>) if Customer needs to update one or more Registered Locations. Your 9-1-1 call may not be routed to the closest emergency response center (PSAP) if UDT does not know your current location. Emergency response centers may not be able to transfer your call to a center in a different region.

Certain events beyond our control may prevent you from reaching emergency services. These include:

- If you have an Internet or power outage.
- If your broadband, ISP, or IP telephony services are suspended or terminated.

- If you are located in a country other than the one in which your VolP service is provided. For example, if you
 have a US line and travel to the UK, you will not be able to reach the UK emergency services number.
- · If there is network congestion that may delay or prevent completion of any call to emergency services.

Disclaimer of Liability

Your use, and use by your employees, guests and other third parties of our 9-1-1 Dialing Feature are subject to the limitations described herein. The availability of certain features, such as transmission of your location or a call back number, depends on whether local emergency response centers support those features and other factors outside of UDT's control. UDT relies on qualified third parties to assist us in routing emergency service calls. UDT does not have control over local emergency response centers, emergency calling centers, emergency responders, or other third parties.

UDT disclaims all responsibility for the conduct of emergency response centers and all third parties involved in the provision of emergency response services. To the extent permitted by applicable law, you hereby release, discharge, and hold us harmless from and against any and all liability relating to or arising from any acts or omissions of such third parties or other third parties involved in the handling of or response to any emergency or emergency call.

You agree to indemnify and hold us and any of our third-party provider(s) harmless from any and all third-party claims, losses, damages, fines, or penalties arising out of: (i) you or your users' provision of incorrect information, including incorrect addresses, or failure to update your or users' locations consistent with this policy and applicable law; (ii) your failure to properly notify any person who may place calls using the emergency calling services of the emergency calling limitations; (iii) the absence, failure, or outage of emergency service dialing using the Voice Services for any reason; and (iv) the inability of any user to be able to dial emergency services or to access emergency service personnel for any reason.

8. Voice Recording and Music Content.

UDT may provide Customer with the ability to record voice calls placed via the Voice Services. Customer is solely responsible for notifying those using the Services that the calls may be recorded and complying with all applicable laws and regulations regarding notifications required for the recording of any voice conversations. Customer will indemnify, defend, and hold harmless UDT for any claims, damages, liabilities or costs (including reasonable attorneys' fees) arising from a claim resulting from the recording by Customer of any voice conversations on the Voice Services.

Customer is responsible for any legal obligations and costs, including without limitation, any royalties, related to music content or similar content they upload for use with the music on hold feature as part of the Voice Services.

- 9. Protection of Customer Premises Equipment Provided By UDT ("CPE"). The Customer shall be solely responsible and liable for any and all damage caused to CPE provided by UDT, including, without limitation, any damage due to misuse, vandalism, and power surges, for the duration of the contract. At the expiration of the term of the contract or upon its early termination by either party, the Customer shall continue to be solely responsible and liable for any and all damage caused to the CPE while such equipment remains at the Customer location. Customer will provide reasonable space and environmental conditions for any CPE, will do nothing to change the space or conditions without notice to UDT and will at no time, move, adjust, alter or otherwise operate the CPE without prior consent of UDT. Customer will not attach any equipment to any CPE without express consent of UDT or utilize the CPE in anyway inconsistent with the service purchased from UDT.
- 10. Applicable Law. Customer may not use the Voice Services in violation of any applicable law or regulation applicable to the Voice Services. These services are intended for regular business use between individuals and not for high-volume commercial call center calling. The Voice Services may not be used to perform auto-dialing or predictive dialing, or to forward your phone number to other phone numbers that handle multiple simultaneous calls. These Voice Terms and any Voice Service Orders are subject to applicable law. In the event a governmental agency determines these Voice Terms or a Voice Service Order or any portion hereof violates any law, rule or regulation, UDT shall have the option of terminating the Voice Service Order without further obligation or revising these Voice Terms or a Voice Service Order to comply with such law, rule or regulation. If any portion of these Voice Terms or a Voice Service Order is determined to be invalid or unenforceable, the remainder of these Voice Terms and the Voice Service Order shall remain in full force and effect.

- 11. Changes in Laws and Government Regulations. These Voice Terms are based on the laws and government regulations in effect at the Effective Date. Subsequent changes in any applicable laws or regulations may result in pricing changes or service changes that will automatically become a part of this Agreement.
- 12. Customer Proprietary Network Information ("CPNI"). CPNI is information made available to us solely by virtue of our relationship with you that relates to the type, quantity, destination, technical configuration, location, and amount of use of the telecommunications and interconnected VoIP services you purchase from us, as well as related billing information. The protection of your information is important to us, and you have a right, and we have a duty, under federal law, to protect the confidentiality of your CPNI.
- 13. Entire Agreement. The MSA, these Voice Terms, and any Voice Service Orders, and their Attachments, including any incorporated terms and rates, constitute the entire agreement of UDT and Customer for the provision of Voice Services and shall be a binding contract between them. These Voice Terms hereby incorporate the LOA, terms of service and policies, including Acceptable Use and Privacy policies, listed on UDT's website at www.udtonline.com (collectively referred to as the "Voice Terms of Voice Service"). The Voice Terms of Voice Service, as such documents may be updated from time to time, are an integral part of UDT's agreement with Customer. These Voice Terms supersede all prior discussions and agreements, whether oral or written, regarding the subject matter herein. By signing below, the signer certifies that he or she is at least 18 years of age and authorized to execute these Voice Terms on behalf of Customer for the Voice Services requested.

| Customer | United Data Technologies, Inc. d/b/a UDT (on behalf of itself and its affiliates) |
|--|---|
| Signature of Authorized Customer Representative | Signature of UDT Authorized Representative |
| Printed Name of Authorized Customer Representative | Printed Name of UDT Authorized Representative |
| Signature Date | Date Accepted by UDT/Signature Date |