AGENDA
TOWN OF GREENEVILLE
City Council Regular Session
Greeneville City Council
G. Thomas Love Board Room

Tuesday, March 18, 2025
4:00 PM

1. Call to Order

2. Roll Call

3. Invocation

4. Pledge of Allegiance

5. Mayor's Comments- Joint Proclamation

6. Public Comment

7. Unfinished Business

    7.1 Consideration to approve the minutes of the regularly scheduled meeting held on Tuesday, March 4, 2025.

    7.2 Public hearing and consideration of an ordinance on second and final reading to rezone eleven (11) properties located along E. Bernard Ave. from current zoning of M-2 to proposed zoning of B-4.

8. New Business

    8.1 Consideration of a special event application for Depot Street Farmers Market to host their market on Saturdays from May to October.

    8.2 Consideration of a special event application for the Town of Greeneville to host American Downtown on Saturday, July 5th.

8.3 Report on the Customer Service Survey

8.4 Update on Airport Operations

8.5 Consideration of Administrative Services Agreement between BlueCross BlueShield of Tennessee and the Town of Greeneville.

8.6 Consideration to approve the purchase of a mower for the Parks and Recreation Department.
This will be purchased through Omnia contract and is a budgeted item.

8.7 Consideration to approve a proposal for an appraisal of Town property located on Locust Street and in the Hardin Industrial Complex.

8.8 Consideration of a proposal to repair town hall columns, portico and window frames

8.9 Consideration of appointment for Town vacancy on the Tusculum-Greeneville-Greene County Industrial Development Board, 6-year term.

9. Adjourn

AGENDA ITEM NO. 7.1

Item Cover Page

GREENEVILLE CITY COUNCIL AGENDA ITEM REPORT

DATE: March 18, 2025

SUBMITTED BY: Cathy Osborne, Finance

ITEM TYPE: Minutes

AGENDA SECTION: Unfinished Business

SUBJECT: Consideration to approve the minutes of the regularly scheduled meeting held on Tuesday, March 4, 2025.

SUGGESTED ACTION:

ATTACHMENTS:
03.04.2025 CITY COUNCIL MINUTES.docx

Regular Meeting

The Mayor and City Council met in regular session on Tuesday March 4, 2025, at 4:00 p.m. in the G. Thomas Love Boardroom at the Greeneville Energy Authority Building with Mayor C. Calvin Doty presiding.

Present were Council Members Matt Hensley, Ginny Kidwell, Tim Teague, Tim Ward, and Todd Smith, City Manager.

At this time, Mayor Doty's comments are as follows: Thank you to all in attendance on Depot Street for the inaugural Mardi Growl event, which had over thirty-five (35) entries and over three hundred twenty-seven (327) individuals in attendance.

One citizen signed in for public comments on today's agenda, which will be heard during consideration of item 8.6 – Discussion of Parks and Recreation Locust Street Property.

Motion by Council Member Hensley, seconded by Council Member Ward to approve the minutes from the regularly scheduled meeting held on Tuesday, February 18, 2025. Motion passed unanimously.

Motion by Council Member Ward, seconded by Council Member Hensley to approve a Special Event application for the Greene County Partnership to host the 30th Anniversary of the Iris Festival to be held on May 17-18, 2025. Jeff Taylor, President and Chief Executive Officer of the Greene County Partnership, addressed the Council. This is the 30th anniversary of the festival with various events scheduled on weekdays prior to the festival weekend activities. Motion passed unanimously.

Motion by Council Member Kidwell, seconded by Council Member Ward to approve a Special Event application to host Sundown on Depot car show in conjunction with the Iris Festival to be held on May 17, 2025. Todd Collins, organizer of the event, addressed the Council. Motion passed unanimously.

Motion by Council Member Ward, seconded by Council Member Kidwell to approve a Special Event Application for the Volunteer State Auto Club to host a car show on July 19, 2025. Todd Collins, organizer of the event, addressed the Council. Motion passed unanimously.

Motion by Council Member Hensley, seconded by Council Member Ward to approve a Special Event application for the George Clem Multicultural Alliance to host the 8th of August

Freedom Day Annual Street Dance to be held on August 8, 2025. Christina Potts, Marketing and Media Specialist, addressed the Council. Motion passed unanimously.

Motion by Council Member Teague, seconded by Council Member Ward to approve a Resolution to authorize and appropriate funds for a study on Hazardous Duty Supplemental Benefit for Public Safety Officers through the Tennessee Consolidated Retirement System (TCRS). Police Chief Steve Spano, Fire Chief Alan Shipley, and City Manager Todd Smith, addressed the Council. The cost of the actuarial study is $400, which will be equally shared between the police and fire departments. This study requires no commitment in advance on behalf of the municipality. Motion passed unanimously.

Motion by Council Member Teague, seconded by Council Member Hensley to begin the appraisal process to determine fair market value (FMV) of property located on Locust Street for the Parks and Recreation Department. Ms. Rhonda Wyatt requested public input on this agenda item. Ms. Wyatt noted that she lived in close proximity to the ballfield on the property and wanted further clarification on the potential use of the property. Motion passed unanimously.

Motion by Council Member Teague, seconded by Council Member Hensley to approve the purchase of six portable radios for the Greeneville Fire Department in the amount of $66,149.94. This purchase is available through Sourcewell, as state contract cooperative and is a budgeted item. Alan Shipley, Fire Chief, addressed the City Council. Motion passed unanimously.

Motion by Council Member Hensley, seconded by Council Member Ward to adjourn. Motion passed unanimously.

_____

C. Calvin Doty, Mayor

Attest:

_____

Lora A. Young, Recorder

AGENDA ITEM NO. 7.2

Item Cover Page

GREENEVILLE CITY COUNCIL AGENDA ITEM REPORT

DATE: March 18, 2025

SUBMITTED BY: Cathy Osborne, Building/Planning

ITEM TYPE: Ordinance

AGENDA SECTION: Unfinished Business

SUBJECT: Public hearing and consideration of an ordinance on second and final reading to rezone eleven (11) properties located along E. Bernard Ave. from current zoning of M-2 to proposed zoning of B-4.

SUGGESTED ACTION:

ATTACHMENTS:
Ordinance Rezoning E Bernard Ave (25GRN-ZON00003).pdf
GIS Map E Bernard Rezoning.pdf

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE ZONING ORDINANCE AND THE RELATED ZONING MAP TO REZONE PROPERTY IDENTIFIED AS GREENE COUNTY TAX MAP 099I, GROUP A, PARCELS: 012.00, 013.00, 005.00, 014.00, 015.00, 016.00, 017.00, 018.00, 019.00, 020.00, AND 021.00

WHEREAS, the Town of Greeneville is authorized pursuant to Sections 13-7-201 to 13-7-204 of the Tennessee Code Annotated to enact local zoning codes, create zoning maps and amend the same;

WHEREAS, on February 11th, 2025, the Greeneville Municipal Planning Commission recommended the rezoning of properties identified by tax parcel in the above caption from a zoning of **M-2 (High Impact Use)** to a zoning district of **B-4 (Arterial) Business** for the general welfare of the Town of Greeneville;

WHEREAS, a public notice of a public hearing by the City Council of the Town of Greeneville, Tennessee was published more than twenty-one (21) days prior to its scheduled meeting date of March 18th, 2025; and

WHEREAS, the owners of the property identified in the above caption have been timely notified of the Greeneville Municipal Planning Commission's recommendation and the scheduled public hearing;

NOW, THEREFORE,

Section 1. Be it ordained by the City Council of the Town of Greeneville, Tennessee, that the Zoning Ordinance and the related Zoning Map be, and hereby is, amended to rezone the following properties from a zoning district of **M-2 (High Impact Use)** to a zoning district of **B-4 (Arterial) Business:**

Parcel ID: 099I A 005.00 000099I
Listed Owner: Jason and Rachel Wilkerson
Property Address: 313 East Bernard Avenue

Parcel ID: 099I A 012.00 000099I
Listed Owner: Francis L Crawford
Property Address: 321 East Bernard Avenue

Parcel ID: 099I A 013.00 000099I
Listed Owner: Walter and Alice Michaud
Property Address: 317 East Bernard Avenue

Parcel ID: 099I A 014.00 000099I
Listed Owner: Walter and Alice Michaud
Property Address: 317 East Bernard Avenue

Parcel ID: 099I A 015.00 000099I
Listed Owner: Walter and Alice Michaud
Property Address: 315 East Bernard Avenue

Parcel ID: 099I A 016.00 000099I
Listed Owner: Jason and Rachel Wilkerson
Property Address: 313 East Bernard Avenue

Parcel ID: 099I A 017.00 000099I
Listed Owner: Priscella and Lloyd E. Sentelle
Property Address: 311 East Bernard Avenue

Parcel ID: 099I A 018.00 000099I
Listed Owner: Elizabeth Crandall

Property Address: 309 East Bernard Avenue

Parcel ID: 099I A 019.00 000099I
Listed Owner: Martha M. Cambell and Plemons Jr C. Herbert
Property Address: 307 East Bernard Avenue

Parcel ID: 099I A 020.00 000099I
Listed Owner: Billy Dean Shipley and Anthony D. Shipley
Property Address: 305 East Bernard Avenue

Parcel ID: 099I A 021.00 000099I
Listed Owner: Eustaquio Sanchez and Belen Martinez
Property Address: 303 East Bernard Avenue

Section 2. Be it further ordained that this public ordinance shall become effective upon passage on second reading, the public welfare requiring it.

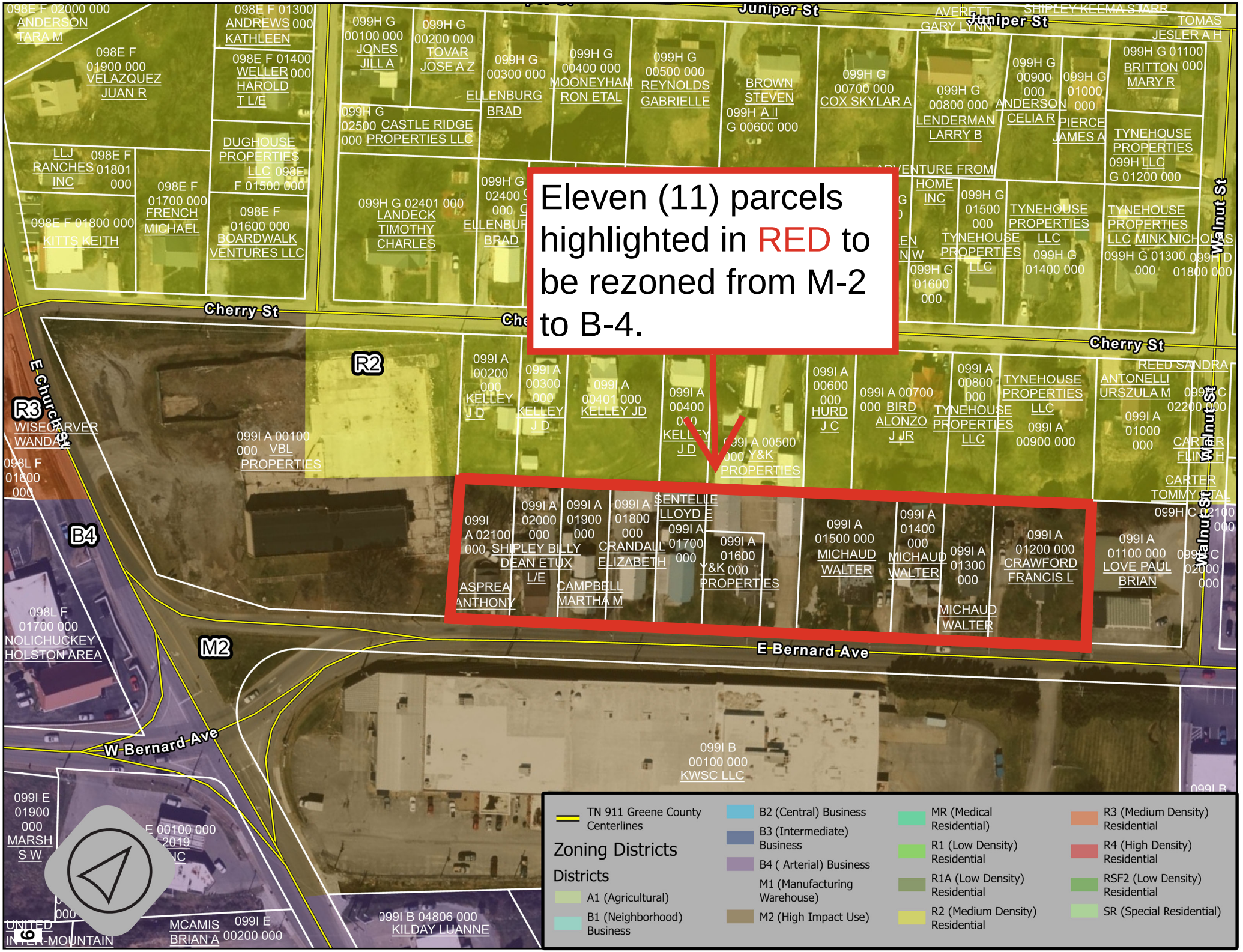
Passed on 1st reading: _____

Passed on 2nd reading: _____

_____
C. Calvin Doty, Mayor

ATTEST: _____
Lora A. Young, Recorder

* * * * * * * * * * * *


Eleven (11) parcels highlighted in RED to be rezoned from M-2 to B-4.
Juniper St
Cherry St
E Church St
Walnut St
E Bernard Ave
W Bernard Ave
R2
R3
B4
M2
099I A 00100 000 VBL PROPERTIES
099I A 00200 000 KELLEY J D
099I A 00300 000 KELLEY J D
099I A 00401 000 KELLEY JD
099I A 00400 000 KELLEY J D
099I A 00500 000 Y&K PROPERTIES
099I A 00600 000 HURD J C
099I A 00700 000 BIRD ALONZO J JR
099I A 00800 000 TYNEHOUSE PROPERTIES LLC
099I A 00900 000 TYNEHOUSE PROPERTIES LLC
099I A 01000 000 ANTONELLI URSZULA M
099I A 01100 000 LOVE PAUL BRIAN
099I A 01200 000 CRAWFORD FRANCIS L
099I A 01300 000 MICHAUD WALTER
099I A 01400 000 MICHAUD WALTER
099I A 01500 000 MICHAUD WALTER
099I A 01600 000 Y&K PROPERTIES
099I A 01700 000 SENTELLE LLOYD E
099I A 01800 000 CRANDALL ELIZABETH
099I A 01900 000 CAMPBELL MARTHA M
099I A 02000 000 SHIPLEY BILLY DEAN ETUX L/E
099I A 02100 000 ASPREA ANTHONY
099I B 00100 000 KWSC LLC
099I B 04806 000 KILDAY LUANNE
099I E 00200 000 MCAMIS BRIAN A
099I E 01900 000 MARSH S W
098E F 02000 000 ANDERSON TARA M
098E F 01900 000 VELAZQUEZ JUAN R
098E F 01300 000 ANDREWS KATHLEEN
098E F 01400 000 WELLER HAROLD T L/E
098E F 01700 000 FRENCH MICHAEL
098E F 01600 000 BOARDWALK VENTURES LLC
098E F 01801 000 LLJ RANCHES INC
098E F 01800 000 KITTS KEITH
098L F 01700 000 NOLICHUCKEY HOLSTON AREA
098L F 01600 000
099H G 00100 000 JONES JILL A
099H G 00200 000 TOVAR JOSE A Z
099H G 00300 000 ELLENBURG BRAD
099H G 00400 000 MOONEYHAM RON ETAL
099H G 00500 000 REYNOLDS GABRIELLE
099H G 00600 000 BROWN STEVEN
099H G 00700 000 COX SKYLAR A
099H G 00800 000 LENDERMAN LARRY B
099H G 00900 000 ANDERSON CELIA R
099H G 01000 000 PIERCE JAMES A
099H G 01100 000 BRITTON MARY R
099H G 01200 000 TYNEHOUSE PROPERTIES 099H LLC
099H G 01300 000 TYNEHOUSE PROPERTIES LLC MINK NICHOLAS
099H G 01400 000 TYNEHOUSE PROPERTIES LLC
099H G 01500 000 TYNEHOUSE PROPERTIES LLC
099H G 01600 000
099H G 02401 000 LANDECK TIMOTHY CHARLES
099H G 02500 000 CASTLE RIDGE PROPERTIES LLC
099H A II G 00600 000
099H D 01800 000
099H C 02100 000
099H C 02200 000
099H C 02000 000
099I C 02100 000
099I C 02000 000
099I B
TN 911 Greene County Centerlines
Zoning Districts
Districts
A1 (Agricultural)
B1 (Neighborhood) Business
B2 (Central) Business
B3 (Intermediate) Business
B4 (Arterial) Business
M1 (Manufacturing Warehouse)
M2 (High Impact Use)
MR (Medical Residential)
R1 (Low Density) Residential
R1A (Low Density) Residential
R2 (Medium Density) Residential
R3 (Medium Density) Residential
R4 (High Density) Residential
RSF2 (Low Density) Residential
SR (Special Residential)

AGENDA ITEM NO. 8.1

Item Cover Page

GREENEVILLE CITY COUNCIL AGENDA ITEM REPORT

DATE: March 18, 2025

SUBMITTED BY: Cathy Osborne, Administration

ITEM TYPE: Application

AGENDA SECTION: New Business

SUBJECT: Consideration of a special event application for Depot Street Farmers Market to host their market on Saturdays from May to October.

SUGGESTED ACTION:

ATTACHMENTS:
Depot-Street-Farmers-Market-05-03-2025_final.pdf

Friday, February 28, 2025

Town of Greeneville Event Application

Special Event permits are issued to allow street closures, use of public space, and use of City services for public events. Please make sure you have read the Special Events Municipal Code before you begin filling out this form. Once an application has been received, it will be shared with the Special Event Committee, which includes Administration, Police, Fire, and Public Works. Additional requirements may be required at that time. All event organizers must meet with the Special Event Committee, unless notified otherwise.

The Special Event types are:

Special Event (Street Closure)
Special Event (Serving Alcohol)
Road Race (5K, 3K, etc.)
Parade

A Special Event held on Depot Street has additional form fields.

Event Name	Depot Street Farmers Market
Organization or Business Name	Depot Street Farmers Market
Name of Event Organizer	Heather Youngblood
Address	3060 Babbs Mill Rd Afton, Tennessee, 37616
Email	manager@depotstreetfarmersmarket.com
Phone Number	(423) 525-2621

Event Details

Event Date (Day 1, if applicable)	Saturday, May 3, 2025
If event has additional dates, please list dates, street closure and event times	every Saturday through October 25 (except Iris Fest weekend)
Street Closure Time (if applicable)	7:00 AM - 1:00 PM
Actual Event Time	8:00 AM - 12:00 PM
Estimated Number of Attendees	500

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Maximum number of street vendors (if applicable) 40

Please reference the Street Vendor Permit section in the Special Event Ordinance and have each street vendor fill out the required Street Vendor Application

Admission / Entry or Registration Fee 0

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Street & Safety Plans

Which streets are you requesting to be closed and at what intersections?

Academy Street in front of Greene County Partnership

Public Facilities Plan

handicap portable toilet and handwash station on-site

Public Safety Measures

first aid kit onsite
traffic cones and barricades
directional signage

What type of special event are you planning?

Special Event (Street Closure)

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Hold Harmless Clause and Signature

I agree to faithfully perform all obligations under the Town of Greeneville's Special Events Ordinance.

I indemnify and hold harmless the Town of Greeneville from any and all claims or losses arising out of the acts or omissions of myself, my employees, officers and agents.

$1,000,000 Liability Insurance Certificate naming the Town of Greeneville as Certificate Holder required for event. Please attach below if already obtained.

I have read and agree to abide by all the rules and regulations of this event.

Required

Yes, I agree with the statements above

Signature



*Police Chief, Fire Chief, and Public Works Director approvals are required. Upon their approval, they will sign and date a paper copy of this form during a Special Event Review Committee meeting. Event organizer may be required to attend this meeting if questions arise after application submission. After Police, Fire, and Public Works approval, the application will be presented at the next Greeneville City Council meeting.

Police Chief Signature Steve Spano **Date** 03/12/25

Fire Chief Signature [signature] **Date** 3/12/25

Public Works Signature Scott Pace **Date** 3/12/25

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AGENDA ITEM NO. 8.2

Item Cover Page

GREENEVILLE CITY COUNCIL AGENDA ITEM REPORT

DATE: March 18, 2025

SUBMITTED BY: Cathy Osborne, Administration

ITEM TYPE: Application

AGENDA SECTION: New Business

SUBJECT: Consideration of a special event application for the Town of Greeneville to host American Downtown on Saturday, July 5th.

SUGGESTED ACTION:

ATTACHMENTS:
American-Downtown-07-05-2025_final.pdf

Tuesday, March 4, 2025

Town of Greeneville Event Application

Special Event permits are issued to allow street closures, use of public space, and use of City services for public events. Please make sure you have read the Special Events Municipal Code before you begin filling out this form. Once an application has been received, it will be shared with the Special Event Committee, which includes Administration, Police, Fire, and Public Works. Additional requirements may be required at that time. All event organizers must meet with the Special Event Committee, unless notified otherwise.

The Special Event types are:

Special Event (Street Closure)
Special Event (Serving Alcohol)
Road Race (5K, 3K, etc.)
Parade

A Special Event held on Depot Street has additional form fields.

Event Name	American Downtown
Organization or Business Name	Town of Greeneville
Name of Event Organizer	Christina Potts
Address	200 N College St Greeneville, Tennessee, 37745
Email	cpotts@greenevilletn.gov
Phone Number	(423) 783-2860

Event Details

Event Date (Day 1, if applicable)	Saturday, July 5, 2025
Street Closure Time (if applicable)	3:00 PM - 11:00 PM
Actual Event Time	4:00 PM - 10:30 PM
Estimated Number of Attendees	6000
Maximum number of street vendors (if applicable)	25

Please reference the Street Vendor Permit section in the Special Event Ordinance and have each street vendor fill out the required Street Vendor Application

Admission / Entry or Registration Fee	0

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Street & Safety Plans

Which streets are you requesting to be closed and at what intersections?

College Street from Tusculum to Church starting at 3:00 pm (handicap and vendor parking in Walters State lot); Parts of Summer, Main, Depot, and Tusculum Blvd. for the parade starting at 8 pm.

Public Facilities Plan

The event will take place at Bicentennial Park near the Big Spring. The Big Spring Room will be reserved for the bands and volunteers. There will be 3 standard portalets and 1 handicap portalet. Hand sanitizer will be available.

Public Safety Measures

We will inform EMS about the event. One fire engine stationed at the event would be helpful. GPD officers are requested, as needed, for the event and the parade. In the past an EOC has been set up at Fire Station 2.

How many blue "toters" (rolling trash cans) are requested and where would you like them dropped off?

14, 4 at Main and Church and 10 at the Big Spring area

What type of special event are you planning?

Special Event (Street Closure)

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Hold Harmless Clause and Signature

I agree to faithfully perform all obligations under the Town of Greeneville's Special Events Ordinance.

I indemnify and hold harmless the Town of Greeneville from any and all claims or losses arising out of the acts or omissions of myself, my employees, officers and agents.

$1,000,000 Liability Insurance Certificate naming the Town of Greeneville as Certificate Holder required for event. Please attach below if already obtained.

I have read and agree to abide by all the rules and regulations of this event.

Required

Yes, I agree with the statements above

Signature

*Police Chief, Fire Chief, and Public Works Director approvals are required. Upon their approval, they will sign and date a paper copy of this form during a Special Event Review Committee meeting. Event organizer may be required to attend this meeting if questions arise after application submission. After Police, Fire, and Public Works approval, the application will be presented at the next Greeneville City Council meeting.

Police Chief Signature _____ **Date** 3/12/25

Fire Chief Signature _____ **Date** 3/12/25

Public Works Signature _____ **Date** 3/12/25

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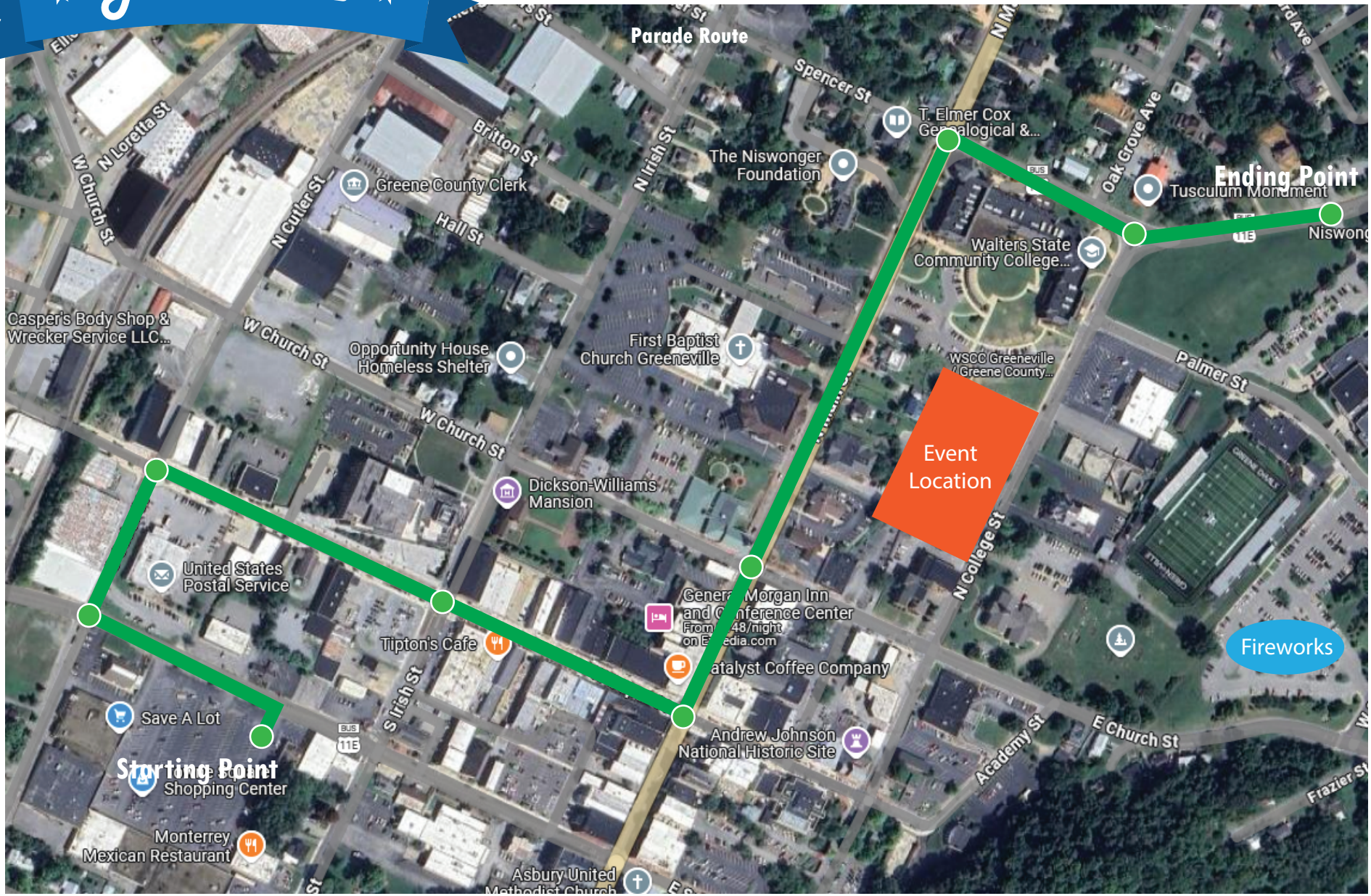
American Downtown Greeneville

American Downtown Event
July 5, 2025 - 4:00 to 10:30 PM
Bicentennial Park / Big Spring Area



American Downtown Greeneville

American DT Parade - Saturday, July 5th starting at 9:00 PM. The parade will begin from the Towne Square Shopping Center at 233 W Summer Street. It will go down Cutler Street and then turns right onto Depot Street and left onto Main St. At Tusculum Blvd ending near Greeneville High School and NPAC. When the last parade entry has come through, the fireworks show will start. The fireworks are visible throughout downtown.



AGENDA ITEM NO. 8.3

Item Cover Page

GREENEVILLE CITY COUNCIL AGENDA ITEM REPORT

DATE: March 18, 2025

SUBMITTED BY: Cathy Osborne, Administration

ITEM TYPE: Report

AGENDA SECTION: New Business

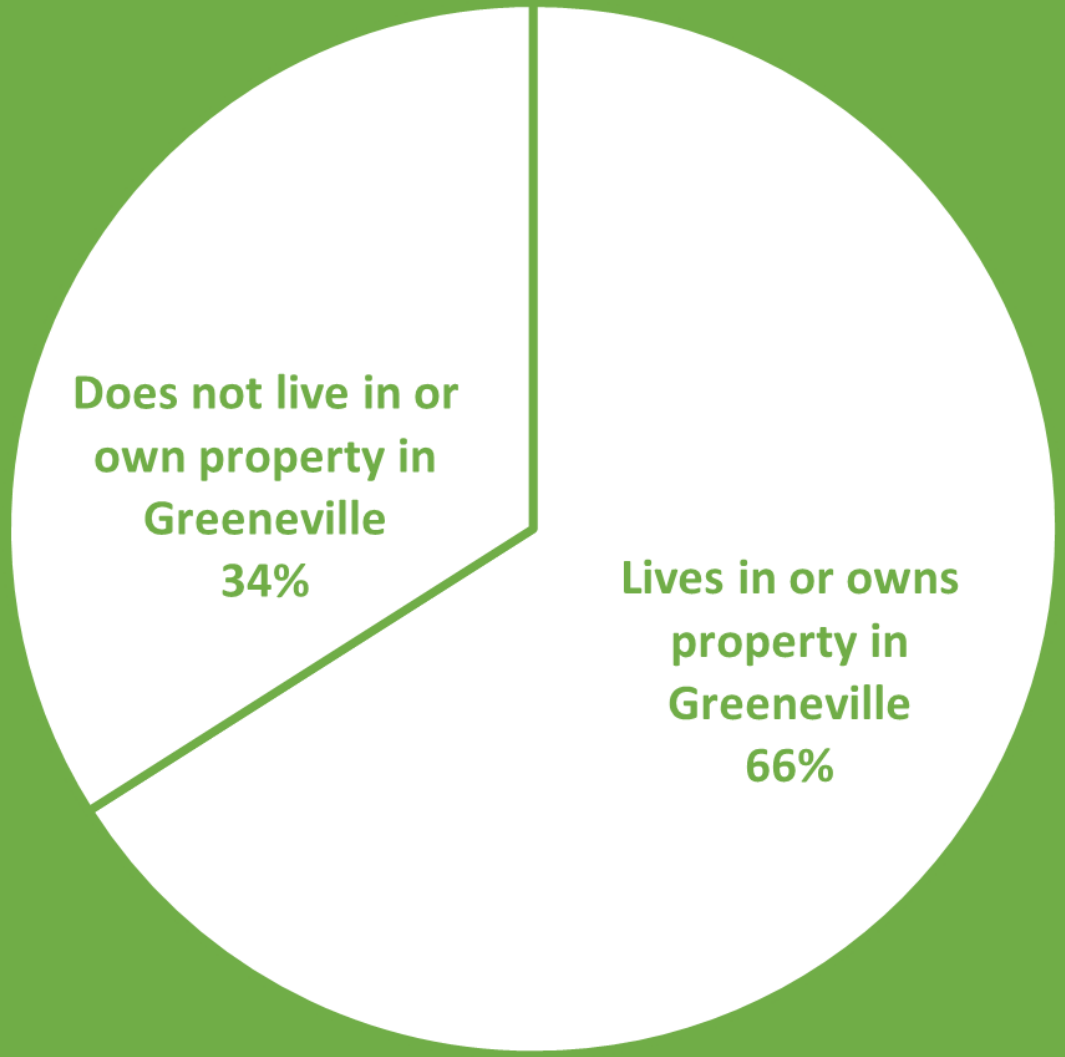
SUBJECT: Report on the Customer Service Survey

SUGGESTED ACTION:

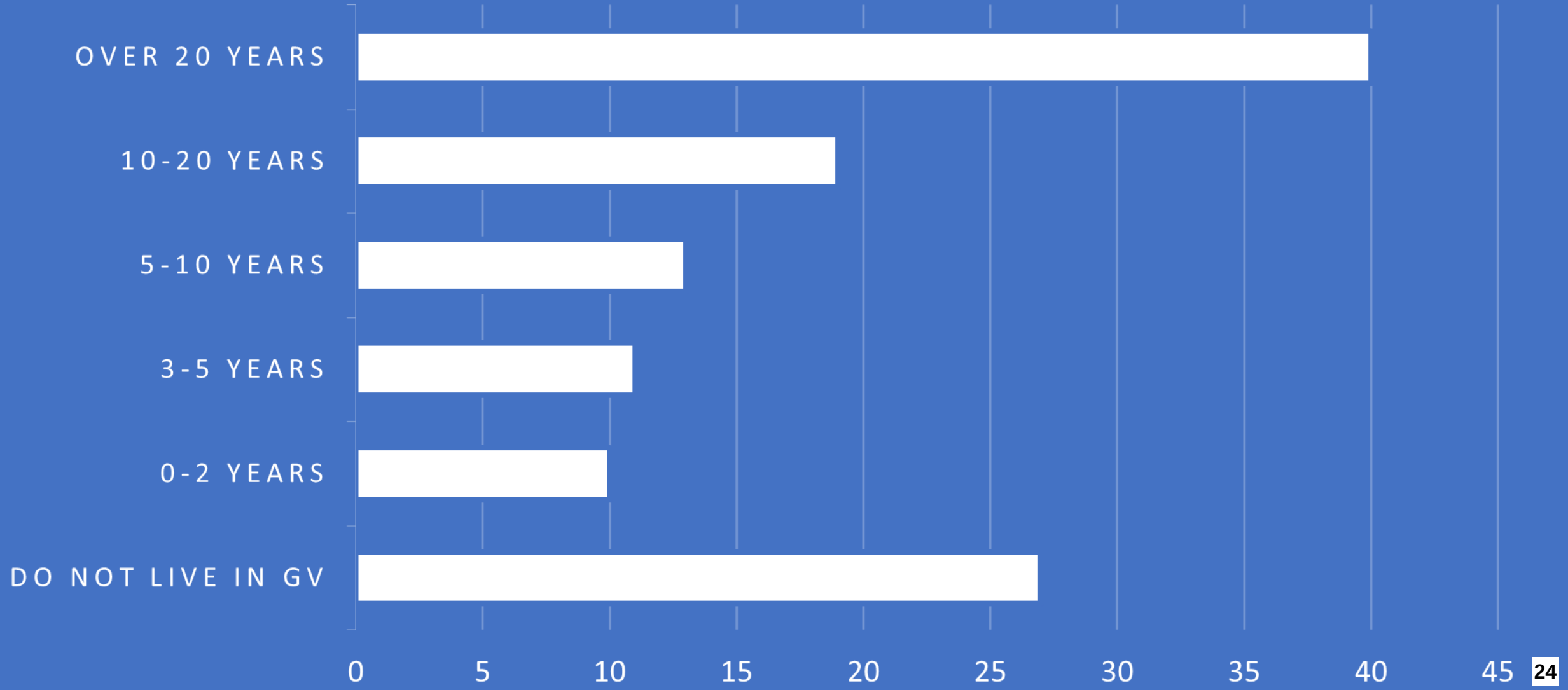
ATTACHMENTS:
2025 Customer Service Survey.pdf
2025_CustomerServiceSurvey_Full_Results.pdf


GREENEVILLE
TENNESSEE
We want
YOUR
feedback
on customer service

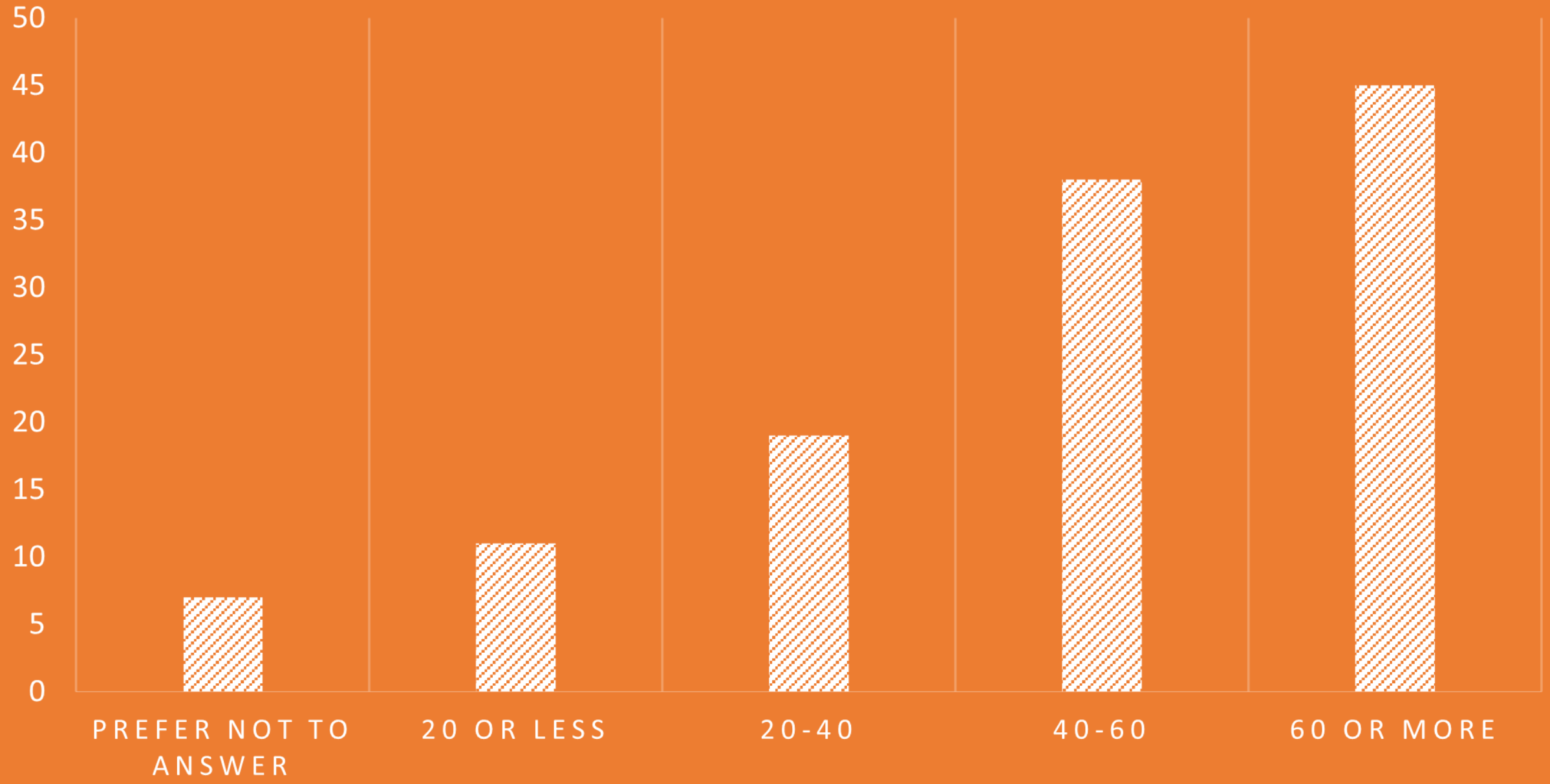
DO YOU LIVE OR OWN PROPERTY WITHIN THE CITY LIMITS OF GREENEVILLE?



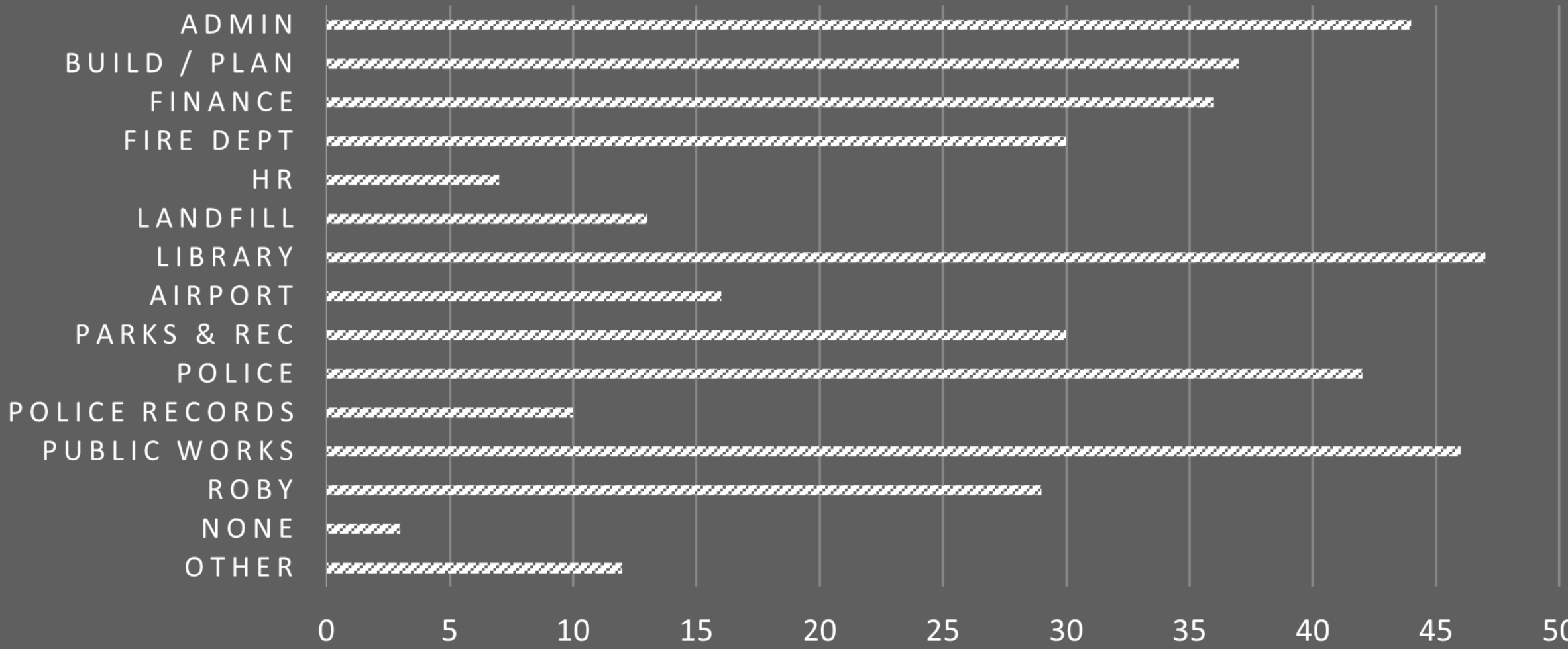
HOW LONG HAVE YOU LIVED WITHIN THE GREENEVILLE CITY LIMITS?



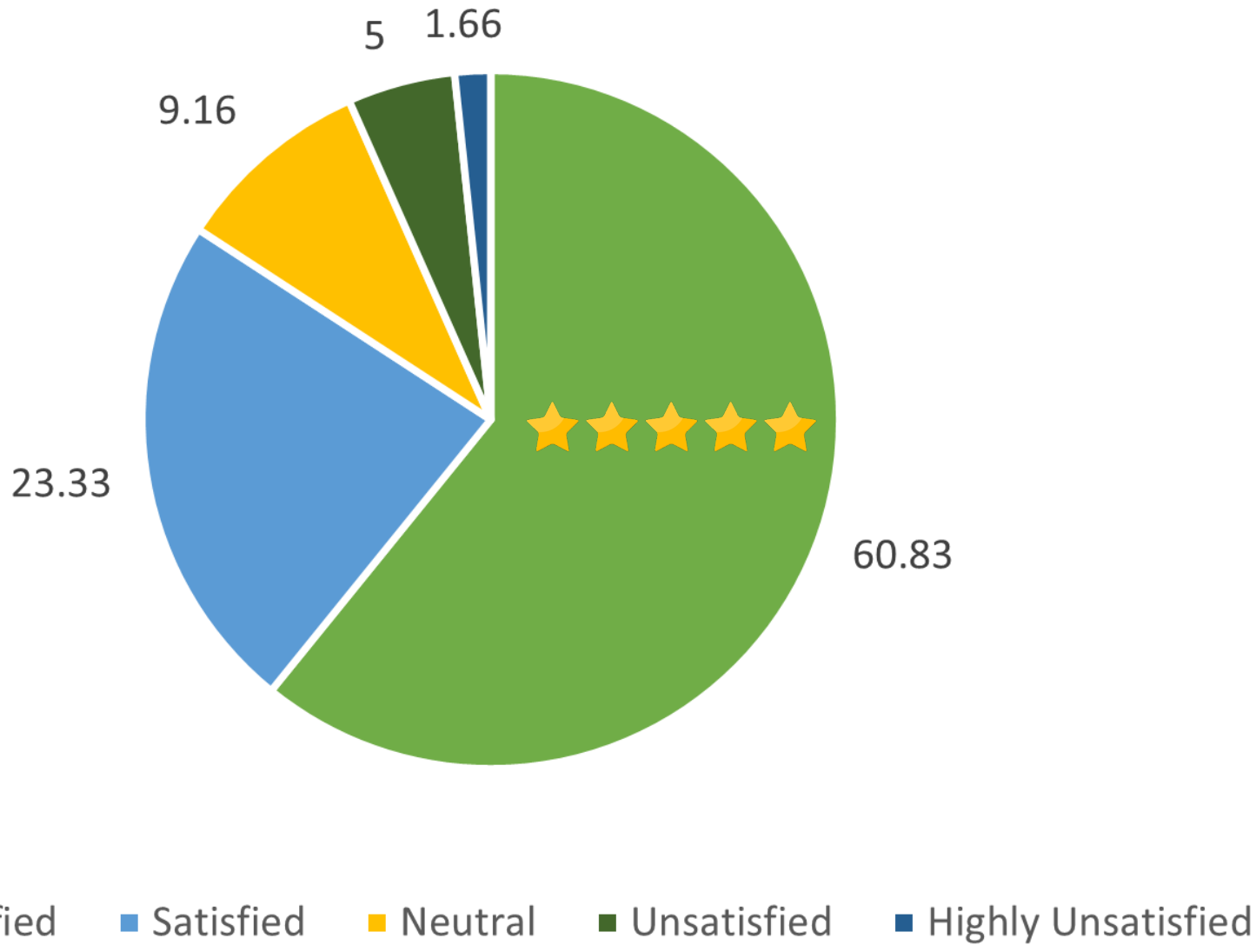
WHAT IS YOUR AGE RANGE?



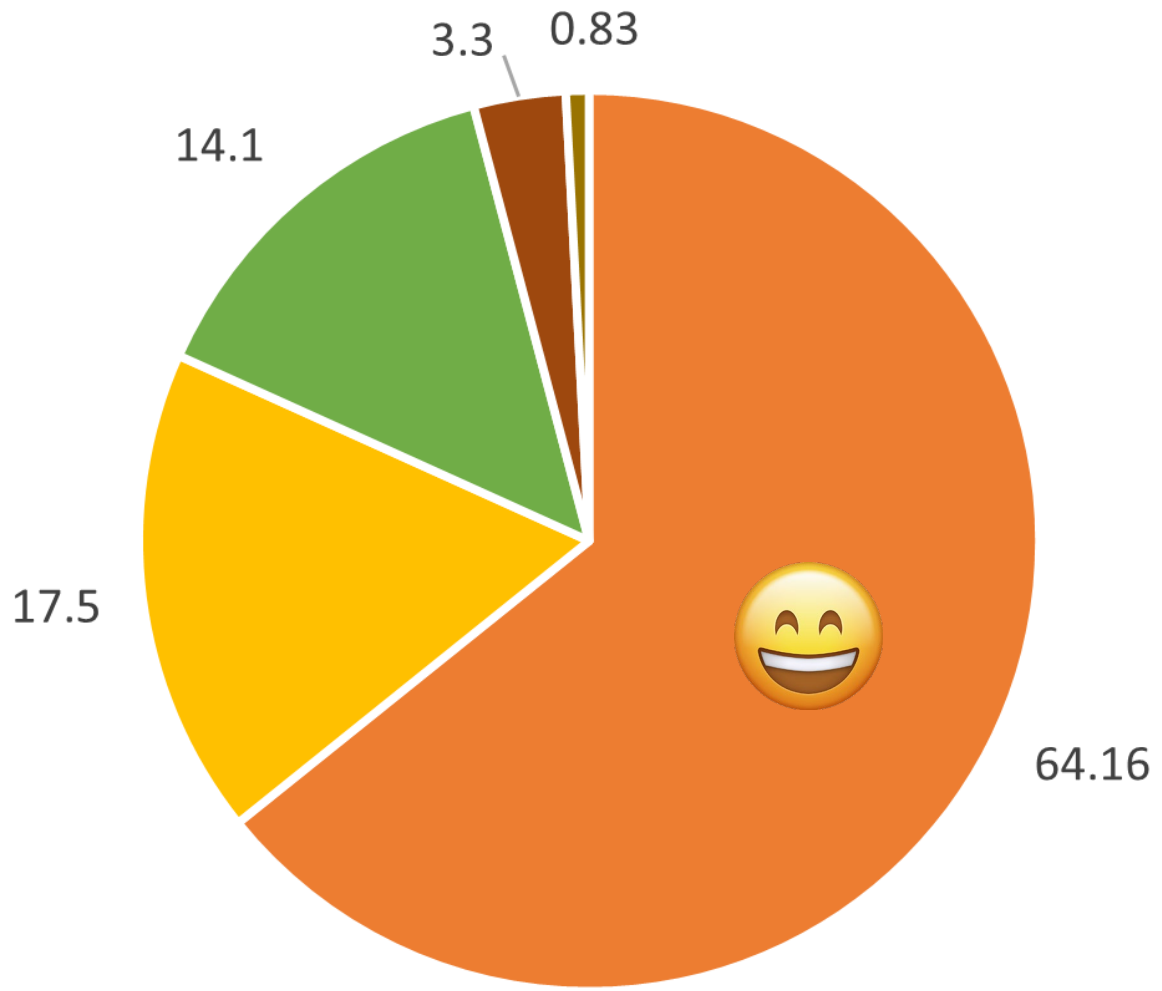
WHICH TOWN OF GREENEVILLE OFFICES HAVE YOU INTERACTED WITH WHEN IT COMES TO CUSTOMER SERVICE?



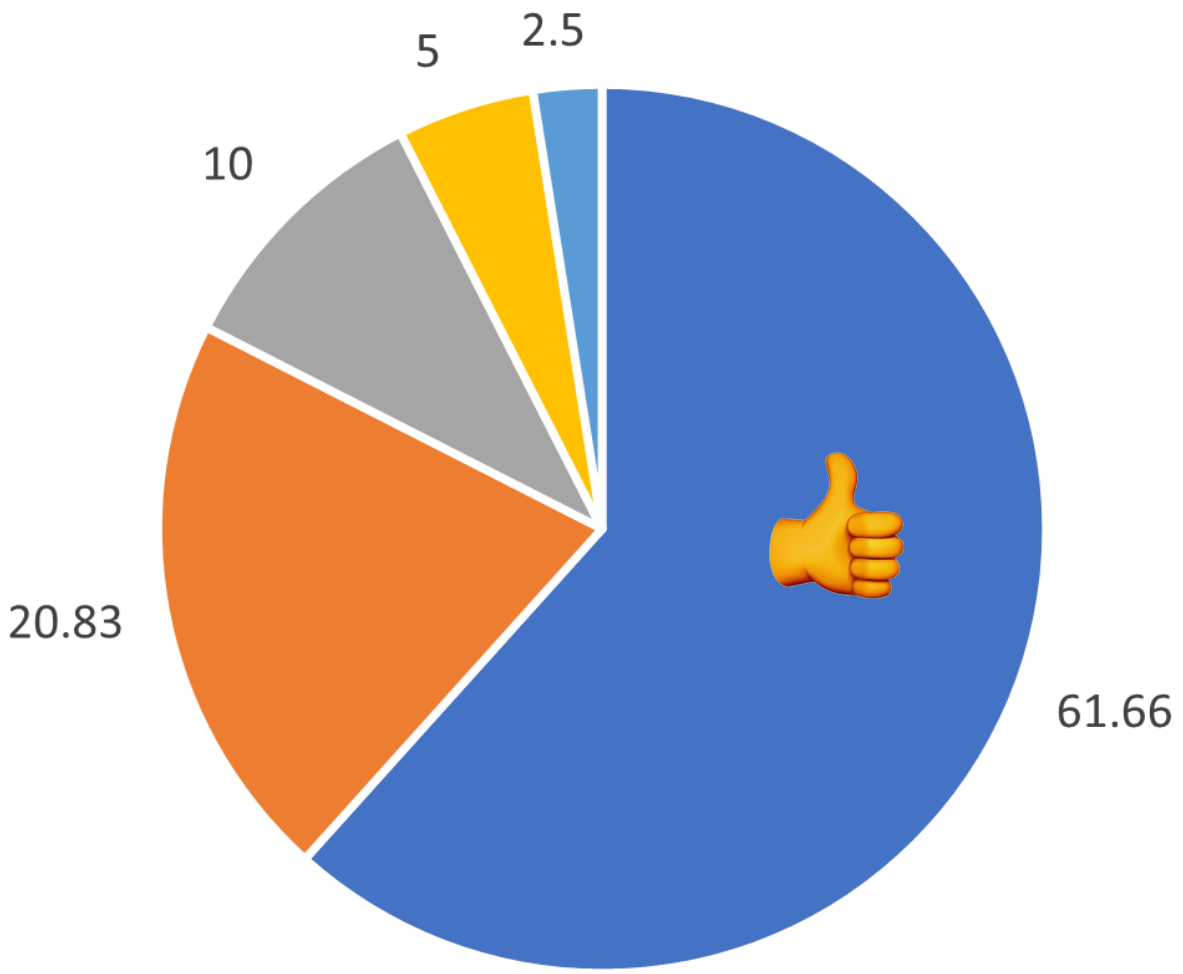
Please rate your overall satisfaction with Town of Greeneville staff customer service.



Did Town staff greet you with a smile and a pleasant tone of voice?



Did Town staff provide accurate and timely information?



Top 10 words for “What does Town staff do well when it comes to customer service?”



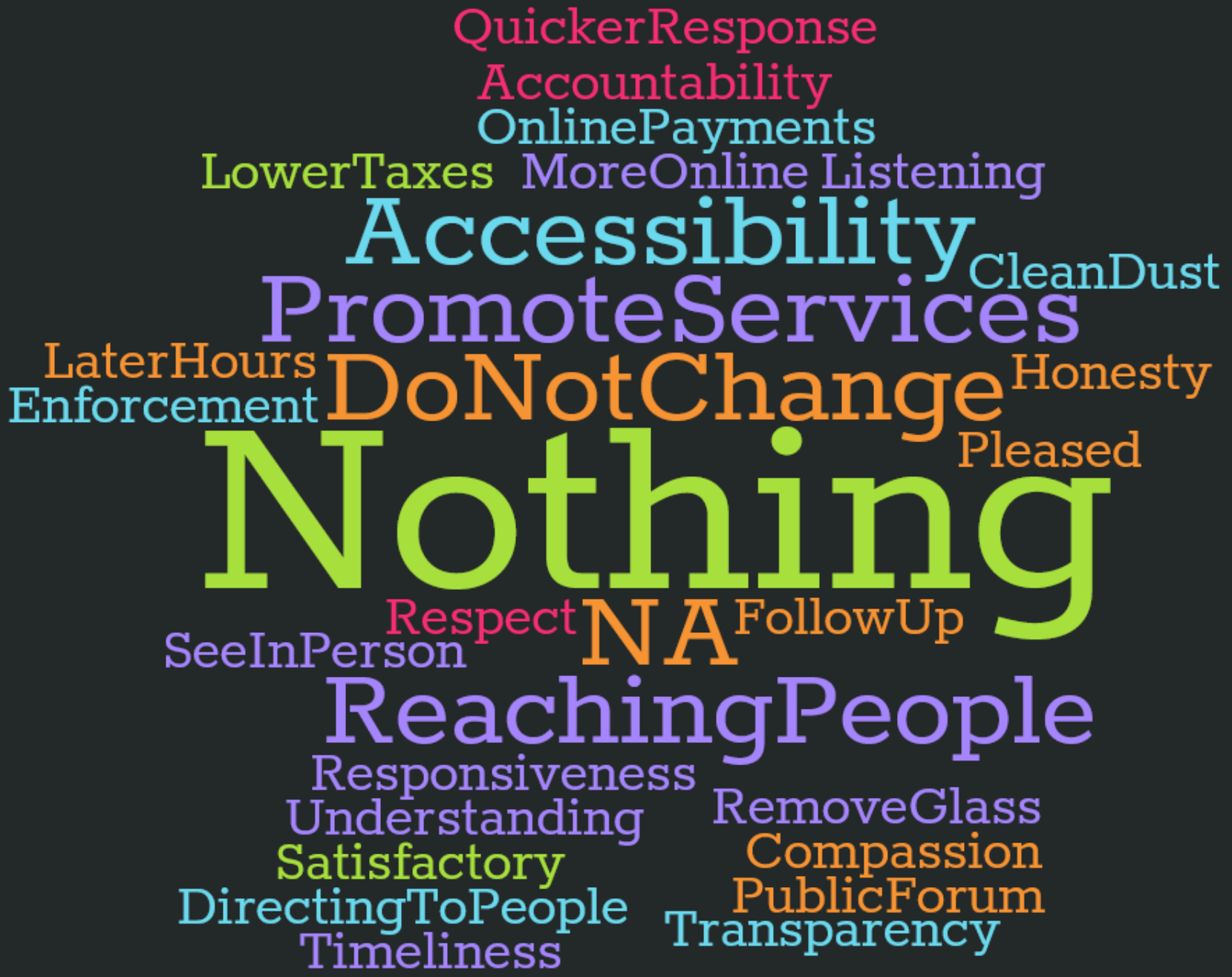
Limit to 50 words for “What does Town staff do well when it comes to customer service?”



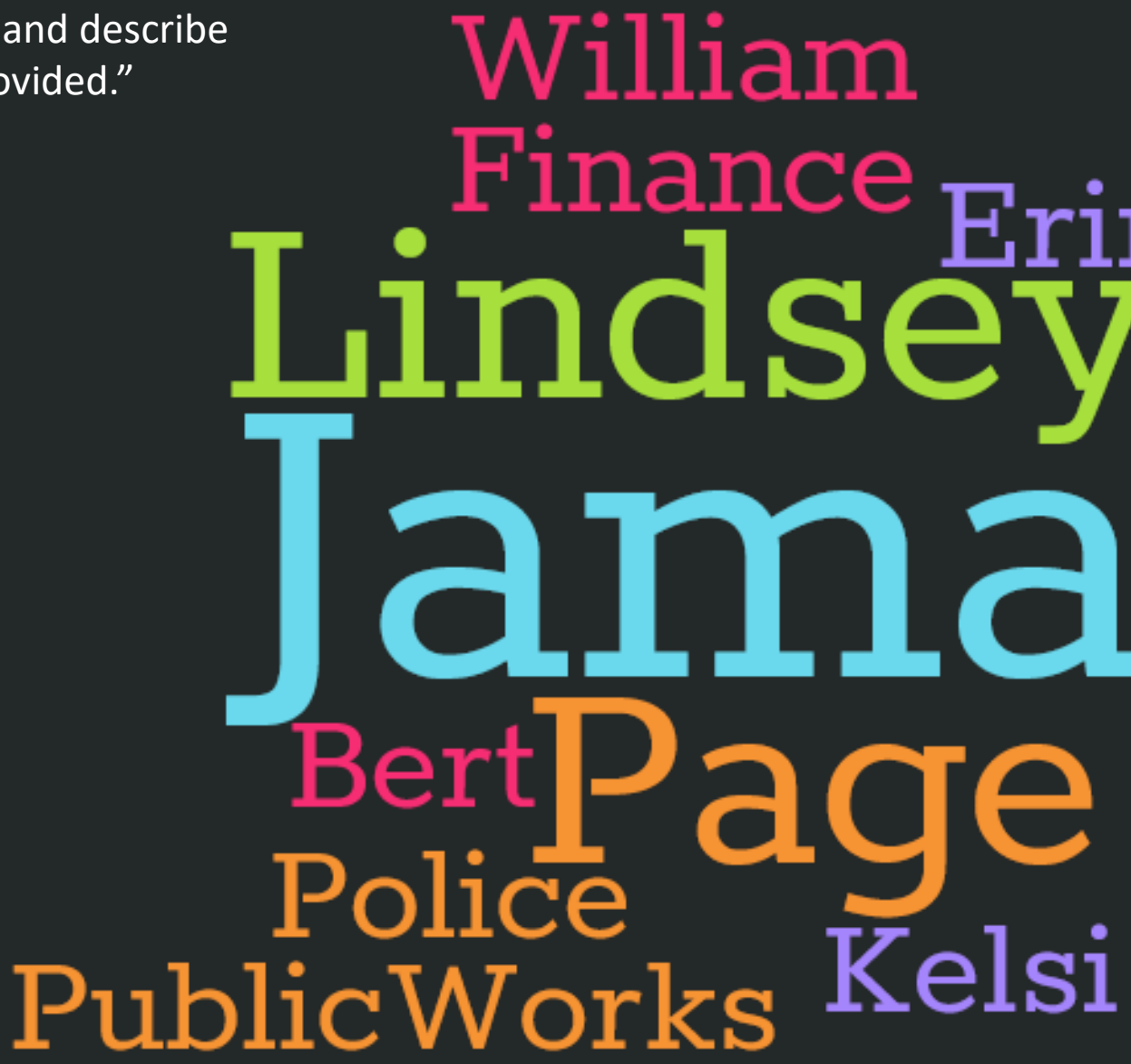
Top 10 words for “What does Town staff need to improve when it comes to customer service?”



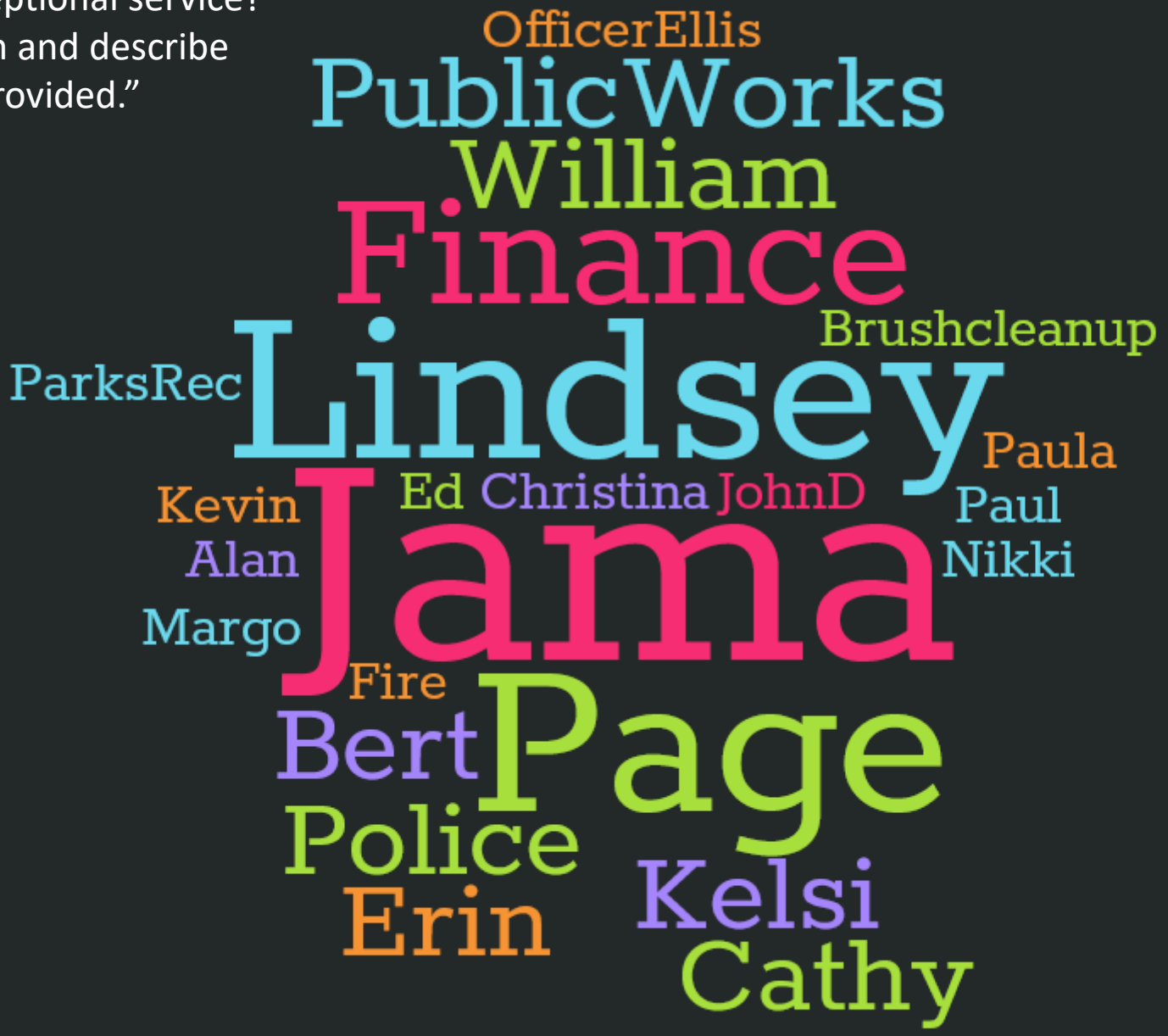
Limit to 50 words for “What does
Town staff need to
it comes to custom



Top 10 names for “Did any Town employee(s) provide exceptional service? If so, please identify them and describe the exceptional service provided.”



Limit to 50 names for “Did any Town employee(s) provide exceptional service? If so, please identify them and describe the exceptional service provided.”



1. Do you live or own property within the city limits of Greeneville? *

115 out of 115 people responded to this question

I am a resident within Greeneville city limits	**59.13%**| 68 people chose this answer
I own property within Greeneville city limits	**20%**| 23 people chose this answer
I do not live within the city limits, but interact with Town of Greeneville offices	**35.65%**| 41 people chose this answer

2. How long have you lived within the Greeneville city limits? *

115 out of 115 people responded to this question

I do not live in Greeneville	**23.48%**| 27 people chose this answer
0-2 years	**8.7%**| 10 people chose this answer
3-5 years	**8.7%**| 10 people chose this answer
5-10 years	**10.43%**| 12 people chose this answer
10-20 years	**16.52%**| 19 people chose this answer
Over 20 years	**32.17%**| 37 people chose this answer

3. What is your age range? *

115 out of 115 people responded to this question

20 or less	**9.57%**| 11 people chose this answer
20-40	**15.65%**| 18 people chose this answer
40-60	**32.17%**| 37 people chose this answer
60 or more	**37.39%**| 43 people chose this answer
Prefer not to answer	**5.22%**| 6 people chose this answer

4. Which Town of Greeneville offices have you interacted with when it comes to customer service? *

115 out of 115 people responded to this question

Administration	**37.39%**| 43 people chose this answer
Building / Planning	**31.3%**| 36 people chose this answer
Finance / Recorder	**30.43%**| 35 people chose this answer
Greeneville / Greene County Public Library	**38.26%**| 44 people chose this answer
Greeneville Municipal Airport	**13.91%**| 16 people chose this answer
Human Resources	**6.09%**| 7 people chose this answer
Landfill (Demolition section)	**10.43%**| 12 people chose this answer
Parks & Recreation	**25.22%**| 29 people chose this answer
Public Works	**39.13%**| 45 people chose this answer
Roby Fitzgerald Senior Center	**24.35%**| 28 people chose this answer
Other	**8.7%**| 10 people chose this answer
None of these	**2.61%**| 3 people chose this answer
Fire Department	**24.35%**| 28 people chose this answer
Police Department	**34.78%**| 40 people chose this answer
Police Records	**8.7%**| 10 people chose this answer

5. Please rate your overall satisfaction with Town of Greeneville staff customer service. *

115 out of 115 people responded to this question

1	**0.87%**| 1 person chose this answer
2	**5.22%**| 6 people chose this answer
3	**9.57%**| 11 people chose this answer
4	**23.48%**| 27 people chose this answer
5	**60.87%**| 70 people chose this answer

6. Did Town staff greet you with a smile and a pleasant tone of voice? *

115 out of 115 people responded to this question

1	**0.87%**| 1 person chose this answer
2	**3.48%**| 4 people chose this answer
3	**14.78%**| 17 people chose this answer
4	**16.52%**| 19 people chose this answer
5	**64.35%**| 74 people chose this answer

7. Did Town staff provide accurate and timely information? *

115 out of 115 people responded to this question

1	**2.61%**| 3 people chose this answer
2	**5.22%**| 6 people chose this answer
3	**10.43%**| 12 people chose this answer
4	**20%**| 23 people chose this answer
5	**61.74%**| 71 people chose this answer

8. What does Town staff do well when it comes to customer service?

60 out of 115 people responded to this question

- Friendly and helpful!
- Very personable, always easy to smile and have great conversation
- Very helpful when needing times and dates.
- They are very polite and informative
- They show their passion for the community.
- Always giving advice
- Very kind
- Prompt and polite.
- Helpful, polite honest

Most Town employees you come across truly represent the town well. Most everyone seems happy with their job and willing to help you with whatever question you have.
Everything
Courtesy and general, small-town pleasantness
very helpful courteous and knowledgeable
Was kind, helpful, and patient. Answered all of my many questions with great detail.
They're pretty consistent on when they come pick up my trash.
None
Jama is always super friendly and help
Absolutely but that automatic door scared me for a minute!
Helpful and nice
Great fire dept & great garbage service
Generally helpful and friendly
Very patient, helpful and pleasant.
Nothing when it deals with our current streets in the city limits of being in such terrible shape. This is extremely embarrassing for visitors that visits our town. I wrote a letter to the editor several months ago concerning this. We have invested millions into a 4-5 block area which looks great and much needed, but is a total embarrassment to get to those areas.
Clear information, taking time to respond to inquiries, positive/helpful attitudes
Quick responses
Try to adjust timely data to the best of their knowledge.
Everyone is always very knowledgeable on the subject matter in their department.
Everything!

You have to find them first to have customer service. Will not answer phone or return phone calls
Friendliness
Polite,patient and all around good with people
I have always interacted with very kind, polite, professional, patient and helpful people. It's always been a pleasure.
Friendly smile's extremely knowledgeable
Communication and timely responses. Also the amount of times I've been able to walk right in and talk to Bert, Paul, or Randy has been a godsend.
They are knowledgeable, efficient, and kind.
Nice hometown feeling
They have been professional, courteous and have been very helpful.
They seem timely when owed money by tax payers.
Yes
The bare minimum with the exception of the Roby Center
Everyone has always listen to the issue, and help find a solution.
Follow-up
Very helpful and knowledgeable
Interact with citizens
Thorough explanations and effort given to my inquiries
They were extremely helpful when it wasn't necessarily their job.
Thank you for your service!
phone always willing to get you to the right person

Address the issue

Everything. Always helpful and patient even if I'm there to pay taxes.

Go see Lindsey! She is amazing and so kind and helpful!!!

They are always nice and friendly.

They are great on follow up and assisting on any questions regarding needed permit. I really appreciate all the work that the office staff providing in the building codes department.

Always helpful and patient

Pleasant and helpful with questions

Wry polite and directed me to where I needed to be.

They are friendly.

Are knowledgeable of their servicesk

Very helpful. Great job at explaining costs for services.

Most departments are friendly and helpful. HOWEVER some departments are rude or simply ignore a resident's request.

9. What does Town staff need to improve when it comes to customer service?

42 out of 115 people responded to this question

Some places don't have the best way of knowing who to talk to when you come in

Accessibility, making it easy to reach out

N/A

Nothing

Timeliness of response to emails or phone calls.

Keeping their work areas clean and dusted

phone contact can be difficult

Listen to complaints and criticisms when residents complain about wasted money being used to "redo" downtown areas instead of using that money in areas of higher needs and priority.

Get your electric company to stop scamming the people. Charging double is ridiculous.

Lower taxes???

Get rid of Tod! Get rid of the do nothing police force

Police dept- enforcing speed limits

Be more transparent about our current conditions with our streets, and keep the citizens informed of what is going to be done to remedy this terrible situation. Provide a public forum for the citizens to discuss with the town officials on what steps are going to be taken....

Roby Ctr needs to be on one level or install a real elevator.

More online info

Promoting the services the town provides.

Answer our questions and concerns honestly.

The offices need to stay open until at least 6:00pm. They close too early for most of the citizens of Greeneville. The Greeneville Water Dept. needs to stop charging an online fee for customers paying their bill.

Nothing!

Being available to be seen in person. New police chief is never out in the public.

Not being a Karen

Nothing comes to mind. Regarding the interactions I have had with staff so far, all I can say, is please don't change. It's very nice to deal with patient, pleasant people.

In my opinion Nothing

Brush & limb clean-up has sometimes taken 3-4 weeks. Calls to Public Works respond "we get there when we can". I have to re-sow grass due to dead grass waiting for clean up.

I have always been pleased with the customer service.

In my dealings with staff, all was satisfactory.

There appears to be a total lack of accountability. The City Manager does whatever he pleases, and has overseen an expansion of staff that do little to nothing to serve citizens. The Town Council often blames the Administrator when confronted with such complaints, but fail to act. It often seems like a situation where no one is in charge, so no one is to blame. It's unclear what the Deputy or Assistance City Administrator's responsibilities are, and the marketing point of contact is woefully out of depth as well.

Advertising let the people know what services are available, when and where.

There is zero follow up if a citizen has a concern/complaint. Either the higher ups are not supervising and so they don't know, or they know and don't want a concern/question/complaint to go any further.

Na

n/a

More compassionate understanding

Nothing. They are so sweet

Nothing, she was amazing!!!

Remove that glass.

Nothing that I am aware of

N/A

Staff were great. Alderman ignored my request for service or answer

The Public Works Department created a water flow problem at my house that needs to be addressed. It is affecting the next door neighbors house (vacant) and my driveway and side yard!!

Keep being friendly

On-line payments More welcoming at council meetings

If I call or come in with a concern, I expect to be treated as the employer I am (by paying my property taxes). Being rude, failing to respond to questions/concerns and failing to return a phone call is unacceptable.

10. Did any Town employee(s) provide exceptional customer service? If so, please identify them and describe the exceptional service provided.

52 out of 115 people responded to this question

Cathy Osborn

We STAN Mrs Osborne!!! She's amazing and ERIN WE LOVE!

N/A

The public works workers and parks and rec employees are very polite and helpful

Erin has shown great support for our youth commission project.

Shoutout to Margo and Nikki from Public Works!! 😛

N/A

Kelsi Darnell. I accident included a blank check with my tax payment and she promptly returned it to me.

Ed N. is a super employee. Always working hard and with a smile on his face. William Barner is also an asset to the Town of Greeneville. He works even when his crew is off. True lead by example!

Jama and Paula went above and beyond to be helpful.

Jama - goes out of her way to help customers and displays a positive attitude toward others

Alex Headrick is very helpful and always friendly

The Building Dept is very helpful (Page, Alex, and Bert).

Kelsey. She helped answer all of my questions about the Tax Relief program.

Jama Doty

Jama Doty

Jama Doty

Jama's extremely friendly.

Jama Doty

Wish I had a name to go here, there has been many over the years

Garbage truck driver is always pleasant and tries to help in small ways

I've only had general interaction with most but they have always seemed friendly and competent. I did ask the police department twice over 15 years if they could do more to enforce speed limits on our residential street. They said they only gave tickets when someone exceeded the limit by 14 (two different officers several years apart said the same thing). Yikes!

William Barner has done an outstanding job since he has been promoted to the director position. But his hands are tied I'm sure when it comes to budget restraints etc....

Code enforcement officer Ellis, was instrumental in helping clean up a neighboring property with multiple violations.

None noted.

Lady where I paid my city taxes was very nice. Not sure of her name.

Alan Shipley His staff is friendly and provides smoke detectors and fire prevention to the elderly

Water dept during flooding

Bert/Page/Alex and the front office staff. They just make everything so easy. I truly is a relief

Brush clean up crew does a great job when they arrive.

Paul Laughlin Always going out of his way to help. Bert being punctual and hard line on the fact. Randy being sociable and showing a true desire to want to help.

All of my interactions have been over the phone but everyone I have dealt with has been exceptional.

The fire department, law enforcement, and emergency services are top notch and a pleasure to interact with.

No

When visiting the finance department I am always treated with respect and a smiling face!

William Barner. The trash truck messed up my city trash can and William had it picked it up and fixed the same day.

Kevin Gass is a shining beacon of service and commitment to excellence in regards to citizen care.

Jama Doty kindly referred me to the correct office to get the help I needed

John Darnel and his staff are always willing to help us. the girls at parks and rec are always nice and willing to help us. the girls in the employee credit union as also helpful. we are happy to have them as neighbors in the basement.

Lindsey Crosby

Lindsey Crosby

Lindsey and Jama

Lindsey! She was phenomenal and I highly recommend reaching out to her for assistance!

They helped my mother with her check issue.

Yes, Page Norton, with the building codes department was great! I had several questions and she was great and provided me all the information I needed. All of the staff in that department were extremely helpful.

Christina Potts does an outstanding job of making residents feel welcomed. Same with Mayor Doty.

Paige - great job!

Jama Doty

No

All were good

Everyone in the Tax/Finance Department does an excellent job. Very accommodating and kind. Helped by two different ladies - very helpful. Took time to listen and explain to us. Don't know them by name.

No. They either provided the service they are paid to provide or fell far below the mark.

AGENDA ITEM NO. 8.4

Item Cover Page

GREENEVILLE CITY COUNCIL AGENDA ITEM REPORT

DATE: March 18, 2025

SUBMITTED BY: Cathy Osborne, Airport

ITEM TYPE: Report

AGENDA SECTION: New Business

SUBJECT: Update on Airport Operations

SUGGESTED ACTION:

ATTACHMENTS:

AGENDA ITEM NO. 8.5

Item Cover Page

GREENEVILLE CITY COUNCIL AGENDA ITEM REPORT

DATE: March 18, 2025

SUBMITTED BY: Cathy Osborne, Administration

ITEM TYPE: Agreement

AGENDA SECTION: New Business

SUBJECT: Consideration of Administrative Services Agreement between BlueCross BlueShield of Tennessee and the Town of Greeneville.

SUGGESTED ACTION:

ATTACHMENTS:
Summary Explanation of Changes to 2025 ASA.pdf
122053 Town of Greeneville-ASA 2025 cl - v1 2025.docx

Summary Explanation of Changes to 2025 ASA

Below is a general summary of 2025 ASA changes:

1. Section 1.1. Language added indicating BCBST is not responsible for acts or omissions of third-party vendors separately engaged by Employer (i.e., carve-out arrangements).
2. Section 1.3. Redundant language removed.
3. Section 1.6. Consolidated existing Approved Claims language formerly in Section 1.8 with existing Claims Funding language.
4. Article II (Confidentiality); Section 2.2.2.1. Language added indicating Employer has entered into a business associate agreement with Employer Service Vendor as required by HIPAA.
5. Article III (Term and Termination); Section 3.6.2. Clarified language regarding effective date of termination for material breach.
6. Article V. (Liability and Indemnification); Section 5.1.4, language added indicating BCBST is not responsible for acts or omissions of third-party vendors separately engaged by Employer (i.e., carve-out arrangements).
7. Article V. (Liability and Indemnification); Section 5.4. Clarified application of language regarding legal actions.
8. Article VII (Definitions); Section 7.13. Definition of "Employer Service Vendor" updated to include subcontractors of employer service vendors.
9. Exhibit B, Section 1. Medical ASFs and stop loss fees updated.
10. Exhibit B, Section 2. Inter-Plan grid updated to reflect fees are included in ASFs.
11. Exhibit B, Section 7. Language updated to reflect current Claims Funding Methodology process.
12. Exhibit C, Section 4.5. Language moved to Exhibit W (Shared Savings) as Out-of-Network Cost Management Program.
13. Exhibit C, Section 7. Language updated to reflect current Claims Payment Adjustment process.
14. Exhibit G. Section 1.7. Language updated to reflect BCBSA Inter-Plan Arrangements.
15. Exhibit P updated to reflect current process.



An Independent Licensee of the Blue Cross and Blue Shield Association

ADMINISTRATIVE SERVICES AGREEMENT
BETWEEN
BLUECROSS BLUESHIELD OF TENNESSEE, INC.
AND
TOWN OF GREENVILLE

This Administrative Services Agreement (the "Agreement"), is by and between Town of Greeneville ("Employer") and BlueCross BlueShield of Tennessee, Inc. ("BlueCross"), and is effective as stated in Section 3.1 of this Agreement. Employer and BlueCross may be individually referred to in this Agreement as a "Party" and are collectively referred to in this Agreement as the "Parties".

WHEREAS, Employer has established a self-funded Employee Welfare Benefit Plan; however, Employer represents that this Employee Welfare Benefit Plan ("Plan") is not subject to ERISA;

WHEREAS, BlueCross offers to sponsors of self-funded employee welfare benefit plans certain administrative and related services in connection with such sponsors' administration of their plans; and

WHEREAS, Employer seeks for BlueCross to provide, and BlueCross agrees to provide, administrative services to and on behalf of Employer and the Plan as set forth in this Agreement.

NOW THEREFORE, in consideration of the promises, covenants, representations, and warranties set forth herein, and other consideration, the sufficiency of which is hereby acknowledged, the Parties each hereby agree as follows:

ARTICLE I – RESPONSIBILITIES OF THE PARTIES

1.1. BlueCross. BlueCross shall provide administrative claims payment services in accordance with the terms of the Benefit Documents, shall perform other services as set forth in this Agreement, and shall perform other duties specifically assumed by BlueCross pursuant to this Agreement. BlueCross does not assume any financial risk or obligation with respect to Approved Claims. BlueCross shall perform its services and duties in accordance with the terms of this Agreement and applicable law and will administer the benefits in accordance with BlueCross's customary administrative standards and practices and generally accepted standards applicable to claims administration, including other licensees of the Association. To the extent Employer or the Plan engages a third-party Employer Service Vendor to administer certain benefits under the Plan, Employer hereby acknowledges and agrees that (i) BlueCross, BlueCross' Affiliates, and their subcontractors or assigns shall have no responsibility for any act, error, or omission of such Employer Service Vendor or with respect to the performance of such Employer Service Vendor and (ii) Employer shall remain fully responsible and liable for the acts or omissions of all Employer Service Vendors.

1.2. Employer. Employer shall perform the obligations set forth in this Agreement, including maintaining the Plan in accordance with applicable law, providing information to BlueCross regarding the Plan and Members necessary to administer the Plan, and timely funding and payment of Approved Claims and ASFs. Employer may designate a third party to perform any of its duties under this Agreement; provided, however, such designation shall not release Employer from its obligations pursuant to this Agreement and such third-parties, in performing such duties, shall be subject to the same performance obligations as applicable to Employer.

1.3. Benefit Documents. Employer shall provide BlueCross with a current, detailed, accurate copy of the Benefits Documents, which are attached hereto as Exhibit A ("Benefit Documents"). Employer shall notify BlueCross of any changes Employer intends to make to the terms and/or conditions of the Benefit Documents or the Plan. Notification shall be made sufficiently in advance of any such changes so as to permit BlueCross reasonable time to review and/or implement such changes. It is Employer's obligation to ensure all Benefit Documents, whether or not produced by BlueCross, meet the requirements of applicable laws. Employer agrees that all Association-mandated language shall be included in its Benefit Documents. BlueCross shall not be responsible for administering any Benefit Document that has not been reviewed and accepted by BlueCross. Until Employer has approved changes to the Benefits Documents, BlueCross will administer the quoted benefits according to the descriptions contained in Employer's Benefits Documents last accepted by BlueCross.

1.4. Stop Loss Coverage. Employer has entered into a stop loss arrangement with a stop loss vendor. BlueCross's duties with regard to this stop loss arrangement are set forth in Exhibit C.

1.5. Fiduciary Responsibility. Employer is solely responsible for the fiduciary responsibilities of administering its Plan and maintaining adequate funding to support the Plan, determining eligibility under the Plan, and preparing and providing its covered employees with copies of Benefit Documents. Although Employer's Plan is not subject to ERISA, Employer acknowledges that BlueCross is acting in a ministerial capacity and is not the "Administrator," the "Claims Fiduciary," nor the "Named Fiduciary" of Employer's Plan, as those terms are defined in ERISA. The "Plan Administrator" of the Plan, as that term is defined in ERISA, is Employer.

1.6. Claims Funding. Employer shall timely pay to BlueCross the invoiced amount for Approved Claims. BlueCross shall notify Employer weekly of the estimated amounts necessary to fund payment of the Approved Claims. Employer shall then appropriately fund the Approved Claims in accordance with this Agreement. Nothing in this Agreement shall obligate or shall be deemed to obligate BlueCross to use its funds to satisfy any of Employer's obligations pursuant to this Agreement or Plan benefits. Employer's assets and amounts contributed by Members, if applicable, are the only source(s) of funding and payment of Approved Claims or any other benefit provided under the Plan.

1.7. Administrative Services Fees ("ASF(s)"). Employer shall timely pay ASFs in accordance with the Agreement. The initial ASF shall be due and payable on the Effective Date of this Agreement.

ARTICLE II – CONFIDENTIALITY

2.1. Confidential Information.

2.1.1. The parties acknowledge that Employer is subject to the Tennessee Open Records Act ("TORA"); however, the Parties acknowledge that this Agreement and Confidential Information shall be treated as confidential, proprietary and trade secret information. Employer further acknowledges and agrees that BlueCross Confidential Information relating to provider identifiable information, payment rates and discounts, fee schedules, allowed amounts, policies and procedures and/or all other information in which BlueCross has proprietary interest, is proprietary and a valuable trade secret of BlueCross and that any disclosure or unauthorized use thereof will cause irreparable harm and loss to BlueCross. Notwithstanding the foregoing, BlueCross agrees to provide to Employer information reasonably requested by Employer in BlueCross' possession to the extent required for Employer to meet its disclosure obligations with respect to the Plan under applicable law.

2.1.2. The Parties agree that any Protected Health Information that is commingled with Confidential Information disclosed under this Agreement shall be subject to the Business Associate Agreement between the Parties.

2.2. Uses and Disclosures of Confidential Information. Neither Party shall use or disclose the Confidential Information of the other Party, except as permitted herein.

2.2.1. BlueCross's Release or Disclosure. BlueCross may disclose Employer's Confidential Information to providers within BlueCross's networks, to BlueCross's affiliates and other licensees of the Association, and BlueCross's Representatives who: (A) need to know such Employer Confidential Information for performance of responsibilities related to the Plan and/or this Agreement; and (B) are under a duty or obligation of confidentiality at least as restrictive as those set forth in this Agreement. BlueCross may also disclose Employer's Confidential Information pursuant to a valid subpoena, administrative order judicial or court order.

2.2.2. Employer's Release or Disclosure of Confidential Information. Employer shall use BlueCross Confidential Information solely for the purpose of administering Employer's Plan. Employer shall not disclose BlueCross's Confidential Information to a third party, including an Employer Service Vendor. BlueCross may disclose Confidential Information of Employer to an Employer Service Vendor as requested by Employer, provided, however that (A) BlueCross, Employer and such Employer Service Vendor first must enter into an information sharing agreement approved by BlueCross, (B) any such disclosure shall be subject to the requirements of applicable laws and regulations and their implementing guidance, the policies and procedures of the Association, this Agreement, and such fully-executed information sharing agreement, and (C) the Parties acknowledge and agree that, notwithstanding the foregoing, BlueCross is under no obligation to release BlueCross Confidential Information at any time. Any information sharing agreement adopted pursuant to this section shall include:

2.2.2.1. Written authorization by Employer to release the Confidential Information to the Employer Service Vendor and a statement that

Employer has entered into a business associate agreement with such Employer Service Vendor as required by HIPAA;

2.2.2.2. A statement that the Employer Service Vendor must have such information in order to perform their job as it relates to the administration of the Plan;

2.2.2.3. Protections for the Confidential Information;

2.2.2.4. Prohibitions against use of the data to obtain trade secrets, confidential business information, personally identifiable information, or otherwise use in a competitive manner against BlueCross or other licensees of the Association;

2.2.2.5. A statement by the Employer and Employer Service Vendor that the disclosure of the Confidential Information is limited to the minimum necessary to fulfill the purpose for which it will be disclosed;

2.2.2.6. A detailed description of the intended use (and any impermissible uses) of the Confidential Information;

2.2.2.7. A statement that the Confidential Information will not be resold or otherwise commercialized by Employer Service Vendor or any other person;

2.2.2.8. The right for BlueCross to confirm, through an audit, that the Confidential Information is not being used or disclosed in an impermissible manner;

2.2.2.9. A statement that the Confidential Information will be returned or securely destroyed by the Employer Service Vendor when it is no longer needed for the purpose for which it was disclosed;

2.2.2.10. A statement that the Employer Service Vendor will notify BlueCross when the Employer Service Vendor's ownership changes;

2.2.2.11. A statement that the Employer Service Vendor will defend or settle and/or hold harmless and indemnify BlueCross, as well as it officers and employees, from all claims, losses, or suits resulting from the Employer Service Vendor's breach of the information sharing agreement or its unauthorized use or disclosure of Confidential Information;

2.2.2.12. A statement that the Employer Service Vendor will comply with all laws, rules and regulations applicable to the sharing of information that includes Confidential Information contemplated under the information sharing agreement and that failure to comply with such laws shall be considered a material breach of such agreement; and

2.2.2.13. Any other requirement BlueCross deems necessary based on the intended use of the Confidential Information.

2.2.3. Right of Refusal. BlueCross reserves the right to refuse to release: (A) Confidential Information if BlueCross determines, in its sole discretion, that such release has the potential to damage BlueCross, including its reputation or competitive position in the market, or (B) any information BlueCross reasonably believes it cannot divulge due to applicable state or federal laws, Association provisions, applicable privileges or judicial or administrative orders. In no instance shall Employer itself, nor shall Employer allow a third party to, use or disclose BlueCross's Confidential Information: (A) to be aggregated with information of other third parties; (B) for the commercial purposes of any person; or (C) to compete directly or indirectly against BlueCross.

2.3. Rights in Data. The Parties agree that BlueCross owns claim or payment data (including any Employer Confidential Information) recorded for or otherwise integrated into BlueCross's data, BlueCross claims processing or other systems, or BlueCross Confidential Information.

2.4. Legally Compelled. Employer may disclose Confidential Information if legally compelled by a valid judicial or administrative order; provided however, that Employer shall make every attempt to keep BlueCross's Confidential Information confidential, shall only disclose the minimum information necessary to comply with the order, shall provide written notice to BlueCross immediately upon making the determination that BlueCross's Confidential Information must be disclosed and shall only disclose the information after BlueCross has been notified and has the opportunity to consent to or challenge such disclosure.

2.5. Protected Health Information. The Parties have entered into a Business Associate Agreement, the terms of which control the use and disclosure of Protected Health Information, as defined by HIPAA.

2.6. Survival. This Article 2 shall survive termination of the Agreement.

ARTICLE III – TERM AND TERMINATION

3.1. Term. This Agreement becomes effective at 12:01 A.M. Eastern Time on January 1, 2025 (the "Effective Date") and shall remain in effect until the earliest of the following:

3.1.1. Until December 31, 2025, unless Employer and BlueCross agree in a writing executed by both Parties to extend the term prior to December 31, 2025; After the Initial Term of the Agreement, either Party may terminate the Agreement by giving the other Party no less than sixty (60) days advance written notice of the terminating Party's intent to terminate the Agreement as of the date specified in such notice.

3.1.2. Any other date mutually agreed upon by the Parties; or

3.1.3. The occurrence of any of the events specified in Section 3.2.

3.2. Termination by BlueCross. Notwithstanding the provisions of Section 3.1 above, this Agreement shall terminate upon the occurrence of any of the following events, as determined by BlueCross. Such termination shall be effective as of the date identified by

BlueCross in its notice of termination to the Employer, and the Parties acknowledge that the termination may be retroactively effective.

3.2.1. Employer's failure to timely provide adequate funds, as set forth in Exhibit B, as necessary for the payment of Approved Claims;

3.2.2. Employer's failure to pay any ASFs, late payment penalty or other amounts as set forth in Exhibit B, or otherwise due to BlueCross under this Agreement;

3.2.3. Employer ceases to maintain the Plan;

3.2.4. At any time BlueCross reasonably believes that Employer does not have the financial ability to adequately and timely fund claims, and Employer has failed to provide adequate assurances of such ability to BlueCross; or

3.2.5. At any time Employer fails to comply with applicable law or otherwise materially breaches this Agreement.

3.3. Termination for Invalid Use of BlueCross Confidential Information. If Employer uses or discloses BlueCross's Confidential Information in any manner not authorized by this Agreement, such disclosure shall constitute a material breach that is not subject to cure or correction, and BlueCross may terminate the Agreement immediately pursuant to Section 3.6.3.

3.4. BlueCross's Right to Reinstate. BlueCross has the sole discretion to decide whether to reinstate this Agreement if it was terminated pursuant to Subsections 3.2 or 3.3. If BlueCross elects to reinstate this Agreement, Employer shall pay any amounts due and owing under the Agreement prior to its termination plus a reinstatement fee, which shall be twenty-five thousand dollars ($25,000.00).

3.5. Termination by Employer. Employer may terminate this Agreement upon giving BlueCross not less than thirty (30) days advance written notice if the following occurs:

3.5.1. BlueCross has been declared insolvent by the State of Tennessee, and its assets and obligations have been turned over to a receiver appointed by the State.

3.6. Material Breach.

3.6.1. A material breach is the failure by one Party (the "Breaching Party") to perform or carry out a material function or duty required by the terms of this Agreement, where the failure to perform that function or duty seriously impairs the ability to perform of the other Party (the "Non-breaching Party").

3.6.2. If the Non-breaching Party determines that a material breach has occurred, it must provide the Breaching Party with written notice and no less than thirty (30) days to cure the breach. If the breach is not cured during such cure period, the Non-breaching Party may terminate the Agreement effective as of the date set forth in the notice.

3.6.3. If the Non-breaching Party determines that the breach is not capable of being cured, the Non-breaching Party may immediately terminate the Agreement upon notice to the Breaching Party, effective as of the date set forth in such notice.

3.6.4. If either Party disputes a claimed material breach or that a material breach has been cured or corrected, such Party may immediately request dispute resolution, pursuant to the terms of Article IV of this Agreement.

3.7. Effect of Termination. The terms and conditions set forth herein shall be of no further force or effect upon termination of the Agreement, except as follows:

3.7.1. The Parties' rights and obligations intended to survive termination of this Agreement shall continue in effect notwithstanding its termination.

3.7.2. Termination of this Agreement, except as provided to the contrary herein, shall not affect the rights, obligations and liabilities of the Parties arising prior to termination.

3.7.3. The termination of this Agreement does not excuse Employer from paying to BlueCross any and all fees, amounts, reimbursements or claim payments accrued through the date of termination. If termination occurs retroactively, any and all fees, amounts, reimbursements or funding of Approved Claims accrued through the date of termination of the Agreement, including any Run-Out Period, shall be payable to BlueCross by Employer no later than ten (10) days after notice of termination is provided by BlueCross.

3.8. Administration After Termination. Provided that Employer has timely paid all outstanding amounted needed to find Approved Claims and ASFs as of the date the Agreement is terminated and the Agreement has not been terminated by BlueCross pursuant to Sections 3.2, 3.3 or 3.6 of the Agreement, BlueCross, in its sole discretion which shall not be unreasonably withheld, may agree to process Run-Out Claims on behalf of Employer's Plan. The administration of the processing of Run-Out Claims by BlueCross following termination of this Agreement will be subject to the terms of this Agreement, as well as Employer's current and continued timely and sufficient funding of claims payments. Employer acknowledges that there is a separate and distinct administrative fee for BlueCross providing administrative services to pay Run Out Claims, which is set forth in Exhibit B. Any services performed by BlueCross on Employer's behalf after termination of the Agreement will cease no later than 18 months after termination of this Agreement ("Process Conclusion Date").

3.9. Final Settlement. BlueCross will complete a final calculation that reconciles any and all claims payments, fund transfers, recoveries received, and other monies potentially due under the Agreement up to Process Conclusion Date to determine the amount necessary to finalize both Parties' obligations under this Agreement (the "Final Settlement Amount"). BlueCross will send Employer an agreement memorializing the final obligations of the Parties under the Agreement (hereinafter, the "Final Settlement Agreement") approximately two (2) years after termination of this Agreement. Employer will have thirty (30) days from the date of the letter attached to the Final Settlement Agreement to dispute any of the calculations in the Final Settlement Agreement. If Employer has not disputed the Final Settlement Agreement, or returned a signed Final Settlement Agreement to BlueCross within the provided time period, Employer shall be deemed to have approved and executed the Final Settlement Agreement and BlueCross reserves the right to reduce

the Final Settlement Amount to take into account the final amount due BlueCross under the Agreement. Any amounts recovered beyond the Final Settlement shall be retained by BlueCross as reasonable compensation for Services under this Agreement.

ARTICLE IV – DISPUTE RESOLUTION

4.1. Binding Arbitration. In the event that any dispute, claim, or controversy of any kind or nature relating to this Agreement arises between the Parties, the Parties agree to meet and make a good faith effort to resolve the dispute. Any dispute related to this Agreement that the Parties are unable to resolve through informal discussion within sixty (60) days of the date a Party notifies the other Party in writing of any such dispute shall be resolved through binding arbitration or some other mutually acceptable dispute resolution procedure (e.g., mediation with a mutually selected mediator in Chattanooga Tennessee). The American Arbitration Association shall conduct such arbitration or mediation in Chattanooga, Tennessee, unless the Parties mutually agree in writing.

4.2. Award. A single arbitrator shall be required to issue a written decision explaining the basis of the decision and the manner of calculating any award. The arbitrator may not award any damages excluded under Section 5.3 and must make its decision in accordance with the terms of this Agreement and applicable laws. The arbitrator's decision may be entered and enforced in any State or Federal court.

ARTICLE V – LIABILITY AND INDEMNIFICATION

5.1. BlueCross Indemnification to Employer.

5.1.1. BlueCross neither insures nor underwrites any of Employer's obligations or liabilities under the Plan and shall have no obligations to Employer related thereto. BlueCross is responsible solely for its acts and for the acts of its subcontractors and employees acting within the scope of their duties under this Agreement. BlueCross is not responsible for any acts or omissions of Employer or its agents or any third parties associated with or contracted by Employer.

5.1.2. BlueCross shall indemnify, defend and hold harmless Employer, its directors, officers and employees against any and all third party Losses arising out of or in connection with BlueCross's gross negligence or willful misconduct in the performance of its obligations under the Agreement, provided, however, that BlueCross shall have no obligation to indemnify and hold harmless under this section if the cause of such Losses was the result of (i) the fault, criminal conduct or fraudulent acts of Employer or any of its directors, officers, employees or agents; (ii) direction given by Employer or its directors, officers, employees or agents in the design or administration of the Plan; (iii) Employer's breach of its fiduciary duties; (iv) Employer's violation of laws.

5.1.3. BlueCross's liability to Employer for Losses pursuant to this Agreement shall be limited to the value of the ASFs received by BlueCross under the Agreement prior to the occurrence of the act, action, or failure to act that forms the basis of BlueCross's liability.

5.1.4. Notwithstanding the foregoing, BlueCross's duty to indemnify for Losses and hold Employer harmless pursuant to Subsection 5.1.2 shall not extend to Losses arising

out of or in connection with acts or omissions of (i) any Network Providers that provide services to Members, or (ii) any act, error, or omission of any Employer Service Vendor, or any services such Employer Service Vendor provide(s) to the Employer and/or Plan.

5.2. Employer Indemnification of BlueCross.

5.2.1. Employer. Employer is responsible for making eligibility and benefit determinations in connection with the Plan, timely funding and paying all fees and claims for Covered Services and paying any other expenses related to or arising in connection with the Plan. The Parties acknowledge that a governmental entity, as the same is defined in the Tennessee Code Annotated Section 29-20-102, may be protected by the limitation of liability imposed by the Tennessee Governmental Tort Liability Act, as defined in Tennessee Code Annotated Section 29-20-101 et seq.

5.2.2. To the extent Employer directs BlueCross to administer prescription drug benefits with a traditional pricing model , Employer shall indemnify and hold BlueCross harmless to the greatest extent permitted under law for any and all Losses resulting from or arising out of or in connection Employer's direction to adopt traditional PBM pricing and BlueCross's administration of traditional PBM pricing. The foregoing indemnification and hold harmless obligation shall be in addition to, and not in lieu of, any other indemnification provided by Employer to BlueCross under the Agreement and without regard to any limitation of liability under this Agreement. Further, Employer understands, agrees and acknowledges that (i) BlueCross may decline to provide services in connection with the traditional PBM pricing at any time upon notice to Employer; and (ii) BlueCross assumes no liability for any action taken pursuant to the Employer's direction, the Traditional PBM Pricing, or the Agreement.

5.3. Limitation on Liability. In no event will the measure of Losses payable by either Party to the other include, nor will either Party be liable to the other for, any consequential, indirect, incidental, exemplary, special or punitive damages (including, but not limited to, damages due to business interruption, trading losses, competitive advantage or goodwill) arising from or related to this Agreement, whether or not foreseeable, and regardless of the cause of such damages even if the Party has been advised of the possibility of such damages in advance.

5.4. Legal Actions.

5.4.1. Legal Actions Brought Against BlueCross. If a third party claim is asserted against BlueCross (but not Employer) that is based upon actions taken or the language of this Agreement, and litigation, arbitration and/or other legal proceeding is commenced against BlueCross by a Member or provider ("Action"):

5.4.1.1. BlueCross will provide written notice to Employer as soon as practicable, but in no event more than one hundred twenty (120) days after BlueCross determines that the Action involves a Member or the Plan. Additionally, BlueCross will provide Employer with information with respect to the status of such Action upon Employer's reasonable request. BlueCross may select and retain counsel as it deems

appropriate in connection with such Action with respect to the interests of BlueCross.

5.4.1.2. Employer will provide BlueCross with reasonable cooperation in the defense of such Action, provided however, that BlueCross reserves the right to select its own counsel and otherwise be involved in the Action to protect BlueCross' interests.

5.4.1.3. Subject to the indemnity provisions of the Agreement, Employer shall remain liable for the full amount of any benefits paid under the Plan as a result of such Action, in addition to all costs of legal fees, penalties, interest and other expenses recovered by a Member or provider in connection with the Action. In no event will BlueCross be liable for any amount of benefits paid to a Member or provider under the Plan as a result of any Action, or any legal fees or costs recovered by a Member or provider in connection therewith.

5.4.2. Legal Actions Brought Against Employer. If an Action is brought against Employer:

5.4.2.1. Employer will select and retain counsel (and not BlueCross) and will assume liability for the payment of legal fees, costs and disbursements in connection with such Action.

5.4.2.2. BlueCross will provide Employer with reasonable cooperation in the defense of such Action, provided however that BlueCross reserves its right to select its own counsel and otherwise be involved in the Action as necessary to protect BlueCross's interests.

5.4.2.3. Subject to the indemnity provisions of the Agreement, Employer shall be liable for the full amount of any benefits Losses paid under the Plan as a result of such Action, as well as any legal fees, penalties, interest and costs recovered by a Member or provider in connection therewith. In no event will BlueCross be liable for any amount of benefits paid to a Member or provider under the Plan as a result of such Action, or any legal fees or costs recovered by a Member or provider in connection therewith.

ARTICLE VI – MISCELLANEOUS PROVISIONS

6.1. Acceptance by Payment of Fees. BlueCross expects that Employer will demonstrate its acceptance of the terms of this Agreement by executing this Agreement in a reasonable period of time after receiving if from BlueCross. In the event that Employer has not executed the Agreement by the Effective Date, this Agreement will be considered accepted by and binding upon both Parties if and when Employer makes a payment to BlueCross in order to receive the services described in this Agreement.

6.2. Amendment. This Agreement may be modified, amended, renewed or extended only upon mutual written agreement.

6.3. Assignment. This Agreement may be assigned to a subsidiary or affiliate of Employer upon ninety (90) days prior written notice to, and with the express written consent of, BlueCross.

BlueCross shall not unreasonably withhold its consent to any such assignment by Employer.

6.4. Binding Effect of Agreement. The Agreement shall be binding upon and inure to the benefit of the Parties, their officers, directors, employees, successors, and assigns unless otherwise set forth herein or agreed to by the Parties hereto.

6.5. Impossibility of Performance. If an act or omission by a third party, including governmental entities, Network Providers or vendors, renders the performance of this Agreement illegal, impossible or impractical, the affected Party shall notify the other of the nature of that act or omission (the "Adverse Event.") The Parties shall meet and, in good faith, attempt to negotiate a modification to this Agreement that minimizes the Adverse Event. Notwithstanding any other provision of this Agreement, if the Parties fail to reach a negotiated modification concerning the Adverse Event, then the affected Party may immediately terminate this Agreement upon giving written notice to the other Party.

6.6. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and such counterparts shall constitute one and the same instrument.

6.7. Entire Agreement. This Agreement, including the exhibits and any attachments hereto, all of which are incorporated herein by reference, contains the entire agreement between BlueCross and Employer with respect to the specific subject matter hereof. Any prior agreements, promises, negotiations or representations, either verbal or written, relating to the subject matter of this Agreement and not expressly set forth in this Agreement are of no force and effect. The exhibits and attachments to this Agreement include the following:

6.7.1. Exhibit A – Benefit Documents

6.7.2. Exhibit B – Administrative Services Fees

6.7.3. Exhibit C – Duties of and Services Provided by BlueCross

6.7.4. Exhibit D – Medical Management Services Provided by BlueCross

6.7.5. Exhibit E – Duties of Employer

6.7.6. Exhibit F – Reserved

6.7.7. Exhibit G – Inter-Plan Arrangements

6.7.8. Exhibit H – COBRA Administration Agreement

6.7.9. Exhibit I – Health and Wellness

6.7.10. Exhibit J – Reserved

6.7.11. Exhibit K – Reserved

6.7.12. Exhibit L – Reserved

6.7.13. Exhibit M – Online Enrollment Specifications through BlueCross Secured Website

6.7.14. Exhibit N – Grievance Services

6.7.15. Exhibit O – Reserved

6.7.16. Exhibit P – Pharmacy Services

6.7.17. Exhibit Q – Business Associate Agreement

6.7.18. Exhibit R – Reserved

6.7.19. Exhibit S – Audits and Records

6.7.20. Exhibit T – Reserved

6.7.21. Exhibit U – Reserved

6.7.22. Exhibit V – Reserved

6.7.23. Exhibit W – Shared Savings

6.7.24. Exhibit X – Reserved

6.8. Governing Law. This Agreement is subject to and shall be governed by the laws of the United States and State of Tennessee, without regard to conflict of laws provisions.

6.9. Interpretation.

6.9.1. If the provisions of this Agreement are in any way inconsistent with the provisions of the Benefit Documents, then the provisions of this Agreement shall prevail and the other provisions shall be deemed modified to the extent necessary to give effect to such provisions.

6.9.2. If the provisions of this Agreement are in any way inconsistent with the provisions of the Exhibits and Attachments hereto, then the provisions of Exhibits and Attachments shall prevail and the inconsistent provisions of this Agreement shall be deemed modified to the extent necessary to give effect to such provisions.

6.9.3. For purposes of this Agreement, the words “include,” “includes” and “including” shall be deemed to be followed by the words “without limitation”, and the word “or” shall not be exclusive.

6.10. Independent Entities.

6.10.1. This Agreement is not intended to create nor deemed or construed to create any relationship between Employer and BlueCross other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of this Agreement. Neither the Parties nor their respective directors, officers, employees or representatives shall be construed to be the partner, joint venturer, agent, employer, or representatives of the other Party.

6.10.2. On behalf of itself and its participants, Employer hereby acknowledges its understanding that this Agreement constitutes a contract solely between Employer

and BlueCross which is an independent corporation operating under a license from the Association permitting BlueCross to use the BlueCross and BlueShield Service Marks in the State of Tennessee, and that BlueCross is not contracting as the agent of the Association.

6.10.3. Employer acknowledges that BlueCross is independent from any provider rendering services to Members, and that BlueCross is not responsible for any acts or omissions by a provider in rendering care or services to a Member.

6.10.4. Employer acknowledges and agrees that it has not entered into this Agreement based upon representations by any person other than BlueCross and that no person, entity, or organization other than BlueCross shall be held accountable or liable to Employer for any of BlueCross's obligations created under this Agreement. This paragraph shall not create any additional obligations whatsoever on the part of BlueCross other than those obligations created under other provisions of this Agreement.

6.11. Legal Action. No action may be brought against BlueCross for failure to perform/breach of contract unless brought within two years from the time the cause of action arises.

6.12. Notices. Any notice, request, demand or other communication required to be given pursuant to this Agreement shall be in writing, sent by certified or registered mail, return receipt requested, or by Federal Express or other overnight mail delivery for which evidence of delivery is obtained by the sender, to BlueCross or Employer at the addresses set forth below. The notice shall be effective on the date the notice was posted.

If to BCBST:
BlueCross BlueShield of Tennessee, Inc.
One Cameron Hill Circle
Chattanooga, TN 37402
Attn: Vice President Sales & Account Management

With a copy not constituting notice to:
BlueCross BlueShield of Tennessee, Inc.
One Cameron Hill Circle
Chattanooga, TN 37402
Attn: Senior Vice President and General Counsel

If to Employer:
Town of Greenville
200 North College Street
Greeneville, TN 37745

6.13. No Third Party Rights. Except as specifically provided herein, none of the provisions of this Agreement is intended to create third party rights, status or beneficiaries in any person or entity.

6.14. Reserved.

6.15. Severability. If any provision of this Agreement is declared illegal, void or unenforceable, the remaining provisions shall remain in force and effect, unless the severance of that

provision substantially deprives a Party of the benefit of its bargain or increases the cost of performing its duties pursuant to this Agreement.

6.16. Subsidiaries and Affiliates. Any of the functions to be performed by BlueCross under this Agreement may be performed by BlueCross or any of its subsidiaries, affiliates or designees.

6.17. Survival. The rights and obligations of the Parties as set forth herein shall survive the termination of this Agreement to the extent necessary to effectuate the intent of the Parties as expressed herein.

6.18. Waiver of Breach. Waiver of a breach of any provision of this Agreement shall not be deemed a waiver of any other breach of the same or a different provision.

6.19. Other Acceptable Forms of this Document. The following shall have the same legal effect as an original: facsimile copy, imaged copy, scanned copy, and/or an electronic version.

ARTICLE VII - DEFINITIONS

7.1. "Action" means litigation, arbitration and/or other legal proceeding commenced against BlueCross by a Member or provider.

7.2. "Agreement" means this administrative services agreement entered into by Employer and BlueCross, including all Exhibits and Attachments hereto.

7.3. "Approved Claims" means claims processed and approved for payment by BlueCross in accordance with this Agreement.

7.4. "ASF(s)" means Administrative Services Fee(s).

7.5. "Association" means the BlueCross and BlueShield Association.

7.6. "Benefits Documents" means the benefit documents which summarize the benefits of the Employer's Plan and are attached hereto as Exhibit A.

7.7. "BlueCross" means BlueCross and BlueShield of Tennessee, Inc.

7.8. "BlueCross Confidential Information" means Confidential Information that BlueCross discloses or authorizes be disclosed to Employer, including BlueCross pricing and payment data and information, such as payment rates, allowed amounts, fee schedules, discounts and payment methodologies; claims data (whether at claim level or aggregated), data and information regarding providers, BlueCross research and technical information; BlueCross's processes, procedures or policies, and information obtained from and/or about the Association and its programs.

7.9. "Confidential Information" means this Agreement and all information or material (whether tangible or intangible) that is shared with or disclosed to the other Party pursuant to this Agreement and the Parties' relationship, including information identified as proprietary and/or confidential information, information that is confidential as a matter of law (e.g., personnel records), and BlueCross Confidential Information disclosed to Employer. The following shall not constitute Confidential Information for purposes of this Agreement: (a)

Confidential Information that is or becomes generally available to the public other than as a result of a disclosure by a Party or its Representatives; (b) Confidential Information that was available to a Party on a non-confidential basis prior to its disclosure by the other Party or its Representatives; (c) Confidential Information that becomes available to a Party on a non-confidential basis from a third party (other than BlueCross's affiliates, subsidiaries or vendors or the Association or other licensee of the Association), provided that third party is not known to be subject to any prohibition against transmitting that information; (d) information that was independently developed by a Party without an use of or reference to the Confidential Information of the other Party, as shown by documents and other competent evidence, or (e) Protected Health Information.

7.10. "Effective Date" means January 1, 2025.

7.11. "Employee Welfare Benefit Plan" shall have the same meaning as defined in ERISA.

7.12. "Employer" means Town of Greeneville.

7.13. "Employer Service Vendor" means any person providing services to or on behalf of the Plan or the Employer in connection with the Plan or under the Agreement and any subcontractor(s) of such Employer Service Vendor.

7.14. "ERISA" means the Employee Retirement Income Security Act of 1974, as amended.

7.15. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, as amended, and its implementing regulations, as amended.

7.16. "Initial Term" means January 1, 2025 through December 31, 2025.

7.17. "Losses" means any and all liability, actions, claims, lawsuits, settlements, judgments, costs, interest, penalties, fines, taxes and expenses, including legal costs, fees and expenses.

7.18. "Member" means an eligible Employee or eligible Dependent and as that term is further defined in the Benefit Documents.

7.19. "Plan" means the self-funded Employee Welfare Benefit Plan established by Employer for the benefit of its eligible Employees and their eligible Dependents.

7.20. "Plan Administrator" means the Employer.

7.21. "Representatives" means a Party's directors, officers, employees, agents, advisors, Business Associates (as such term is defined in HIPAA), contractors and other representatives.

7.22. "Run-Out Claims" means those claims incurred for Covered Services performed prior to the termination of this Agreement, but not yet paid and/or not submitted for payment to BlueCross prior to the termination of this Agreement, where the date a claim is "incurred" is the date the particular service was rendered or the supply was furnished

7.23. "Subscriber" means an Eligible Employee enrolled in Employer's Plan.

7.24. "Term" means January 1, 2025 through December 31, 2025.

7.25. All non-defined, but capitalized terms included in this Agreement are defined in the Benefit Documents.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives. The undersigned persons hereby warrant that they are duly authorized to bind each of their represented Parties to the terms of this Agreement.

BLUECROSS BLUESHIELD OF TENNESSEE, INC.		**TOWN OF GREENEVILLE**	
By:		By:	
Print Name:		Print Name:	
Title:		Title:	
Date:		Date:	
Address:	1 Cameron Hill Circle	Address:	
	Chattanooga, TN 37402		
		Employer ID No.	

EXHIBIT A TO THE ADMINISTRATIVE SERVICES AGREEMENT

BENEFIT DOCUMENTS

Exhibit A consists of the following Benefit Documents

Health Benefit Plan – PPO Options 1, 2, & 3

EXHIBIT B TO THE ADMINISTRATIVE SERVICES AGREEMENT

ADMINISTRATIVE SERVICES FEES (ASFS) AND CLAIMS FUNDING METHODOLOGY

1. ASFs. Employer shall pay to BlueCross the following ASFs:

1.1. Medical ASF

Rates effective as of:	January 1, 2025
Medical ASF	$44.60 per Subscriber per month
Medical Main ASF	**$44.60 per Subscriber per month**
Medical Guaranteed ASF	**$44.60 per Subscriber per month**
COBRA – Std w/INL	$0.94 per Subscriber per month
Teladoc Health Base Package	$0.47 per Subscriber per month
Medical Total ASF	**$46.01 per Subscriber per month**

1.1.1. The financial offer above is contingent upon both medical and pharmacy being administered by BlueCross for the duration of the multi-year agreement.

1.1.2. BlueCross may adjust the above fees at any time, under the following circumstances:

1.1.2.1. Changes in the Plan, BlueCross's duties, legislation, regulation or required assessment or tax that changes BlueCross' cost in administering the plan;

1.1.2.2. Termination or addition of a subsidiary, operation or class of employees covered under the Agreement;

1.1.2.3. Fluctuation of the number of Subscribers by more than 10% percent by location, state and/or in aggregate. Calculation of the Medical Total ASF was based on 209 Subscribers;

1.1.2.4. Fluctuation of the Member to Subscriber ratio by +/- 0.05. The Medical Total ASF was based on a Member to Subscriber ratio of 2.63; or

1.1.2.5. Federal, state or local government action, change in law or regulation (or interpretation of a law or regulation) which impacts the benefit levels or affects BlueCross' ability to meet its obligations under this Agreement to Employer, to Employer's Covered Members or to BlueCross' Network Providers, including but not limited to, legislation, regulation(s) or government action(s) which impose requirements that affect: (i) BlueCross' ability to determine or administer Covered Services; (ii) provider's delivery of care or the fees providers charge; or (iii) BlueCross' contracts with Network Providers. Upon the occurrence of an event described in this Section 1.1.2.5., the Parties will make a good faith effort to reach a new agreement that equitably reflects the circumstances as altered by such law, regulation or government action.

1.1.3. If Employer terminates this Agreement prior to December 31, 2025, Employer agrees that BlueCross will not receive certain additional income it had anticipated and, in such case, Employer will pay BlueCross an amount equal to one month's Medical Total ASF, based on the average of the number of Subscribers covered under this Agreement for the 3-month period prior to the termination date of this Agreement.

1.2. Stop Loss Interface Fee

Rates effective as of:	January 1, 2025
Stop Loss Interface Fee	$1.60 per contract per month

2. Inter-Plan Arrangements (BlueCard) Fees[1]. When Members access health care services outside of Tennessee, claims for those services are received by the licensee of the Association where the provider is located (the "Host Plan") and forwarded electronically to BlueCross for adjudication. For claims from providers that participate in the Host Plan's provider network, the Member and Plan get the benefit of access to the terms and conditions of the Host Plan's contracted arrangement with the provider, including pricing arrangements. The currently applicable fees for such access to Host Plan's networks and arrangements (including administrative processing) are as follows:

Access Fees	The Access Fee is charged by the Host Plan to BlueCross for making the Host Plan's network available to Employer's Members. The Access Fee will not apply to nonparticipating provider claims. The Access Fee is charged on a per-claim basis and is charged as a percentage of the discount/differential BlueCross receives from the applicable Host Plan subject to a maximum of $2,000 per claim. When charged, BlueCross passes the Access Fee directly on to Employer.	3.31% of network savings, capped at $2,000.00 per claim

Administrative Expense Allowance (AEA) Fee	The AEA Fee is a fixed per-claim dollar amount charged by the Host Plan to BlueCross for administrative services the Host Plan provides in processing claims for Employer's Members. The dollar amount is normally based on the type of claim (e.g. institutional, professional, international, etc.) and can also be based on the size of your group enrollment. When charged, BlueCross passes the AEA Fee directly on to Employer.	$5.00 per claim professional and $11.00 per claim institutional
Nonparticipating Provider Fee		$3.00 per claim
BlueCross BlueShield Global® Core Fee		$4.35 per claim Member-submitted, $5.50 per claim professional, and $18.55 per claim institutional

[1] See Exhibit G for more detail about Inter-Plan Arrangements. Any fees under such arrangements are set by specific program policies that may change from time to time through a process that the Association administers, and are subject to change by the Association without notice.

3. Reports. BlueCross shall provide Employer with access to BlueCross's standard reporting and interactive reports at no additional charge. Any additional reports requested by Employer shall be subject to an additional charge determined by BlueCross, such charge which will be billed separately. Upon termination of this Agreement, Employer shall pay BlueCross for any and all requested reports, such payment being made in advance of receiving the requested report.

4. Timing, Calculation and Funding of Monthly ASFs. Employer shall pay the applicable ASFs for all Subscribers covered or added during the month. If Employer adds a Subscriber retroactively, Employer shall pay the applicable ASFs for that Subscriber, calculated from the Subscriber's correct enrollment date to the current date. Employer will provide enrollment data and that data will be used to determine the ASFs. Employer will verify that the eligibility information submitted to BlueCross is accurate. BlueCross has the right to audit that information for accuracy. When Employer provides enrollment data and that data does not match BlueCross's data, BlueCross's data will be used to determine the ASF.

4.1. Monthly Enrollment. The monthly ASF is determined each month based on enrollment. On the 15th day of each month, BlueCross shall determine the number of Subscribers covered under Employer's Plan, and this shall be the basis for the ASFs charged by BlueCross for the following month.

4.1.1. Enrollment Changes. Any changes to the initial enrollment will be charged to Employer in accordance with the following:

4.1.1.1. Subscriber added on or before the 15th day of the month: Employer will be charged the monthly ASFs for that Subscriber.

4.1.1.2. Subscriber added after the 15th day of the month: Employer will not be charged the monthly ASFs for that Subscriber.

4.1.1.3. Subscriber termed on or after the 15th day of the month: Employer will be charged the monthly ASFs for that Subscriber.

4.1.1.4. Subscriber termed before the 15th day of the month: Employer will not be charged the monthly ASFs for that Subscriber.

4.2. Funding of ASFs and Adjustments. On the 20th day of each month, BlueCross shall notify Employer of amounts that BlueCross estimates will be needed to pay BlueCross's ASFs for the following calendar month, and funds necessary to complete any adjustments to Approved Claims, fixed, previously agreed-upon charges, previous ASFs and any due late fees. Such payments shall be made to BlueCross through an ACH credit, to an account designated by BlueCross, by the first day of the following month (the "Due Date").

4.2.1. If the full amount specified by BlueCross to pay ASFs and other fees pursuant to the Agreement is not received by BlueCross by the Due Date, BlueCross may immediately suspend or deny payment of all Approved Claims on behalf of Employer, regardless of the date claims were incurred, until all amounts due and owing are received by BlueCross. If BlueCross elects to not suspend claim payments on behalf of Employer, Employer shall pay a late fee of 1% per month on all amounts that are due and unpaid to BlueCross, pro-rated for each day that such amounts remain outstanding. Notwithstanding the foregoing, BlueCross does not otherwise waive any termination rights it has under the Agreement by electing to suspend payment of Approved Claims.

4.2.2. If Employer notifies BlueCross of a Member's termination within ninety (90) days of the Member's termination, BlueCross will credit Employer with any ASFs that were paid for that Member for that time period.

4.2.3. If Employer does not notify BlueCross of a Member's termination within ninety (90) days of the Member's termination, BlueCross will only credit Employer for the most recent ninety (90) day period of ASFs that were paid by Employer for that Member's coverage.

5. Additional Administration Charges. The cost of services outlined below may be billed as a direct cost to Employer.

5.1. Creation, production, and printing non-standard Member material.

5.2. Investigation and litigation of disputed claims, including the amount of the settlement and any damages (including punitive damages, unless subject to indemnification pursuant to Article V of the Agreement).

5.3. Development and production of customized or unique reports requested by Employer, such as management reports, claim reports, reports for stop loss carriers, and other special reports.

5.4. Customized or unique systems development required by Employer.

5.5. Reprinting materials/ID cards off cycle due to changes or misinformation provided by or on behalf of Employer to BlueCross.

5.6. Non-standardized Member mailings.

5.7. Training for on-line eligibility in excess of standard training package.

5.8. Independent Dispute Resolution ("IDR") Fees for Certain Out-of-Network Provider Claims: Federal administration fees, Certified IDR Entity fees, reasonable legal costs, if applicable, in connection with the IDR process established by the No Surprises Act (within the Consolidated Appropriations Act, 2021) for certain out-of-network provider claims. These amounts are in addition to the final amount paid to the provider for the medical claim itself.

5.9. AdHoc requests for clinical information, including plan of care, for a specific member or set of members:

5.9.1. Requests for a discussion/consult/review with a BlueCross Medical Director or Pharmacy Director will incur a charge of $375 per hour assessed in 15-minute increments.

5.9.2. Requests for a Care Management Nurse to provide detailed information, including Case Management Notes, in excess of 2 members per quarter will incur a charge of $125 per hour assessed in 15-minute increments.

6. Security Interest. As collateral for the payment of any amounts due BlueCross under this Agreement, Employer hereby grants to BlueCross a preferential security interest in all proceeds of Employer's debiting account, both with respect to the funds deposited initially and any additional amounts paid thereafter. In the event of a default by Employer of any of its obligations under this Agreement, including the prompt payment when due of any invoice sent to it by BlueCross, BlueCross shall have the immediate right, upon written notice to Employer, to offset the proceeds of the Account against the amount of any unpaid invoice or other obligation owed to BlueCross.

7. Claims Funding Methodology. Pursuant to Section 1.6 of the Agreement, the Parties agree that on a mutually acceptable day of each week, BlueCross shall notify Employer of amounts that BlueCross estimates will be needed to fund Approved Claims , and Employer shall initiate the credit for Approved Claims to be paid, to an account identified by BlueCross. The credit will be submitted to BlueCross's account within 5 business days of when BlueCross's invoice for processed claims has been received by Employer. BlueCross adjudicates claims in accordance with its internal administrative procedures.

7.1. If the full amount specified by BlueCross to fund Approved Claims is not made available to BlueCross within the specified time period, BlueCross may immediately suspend or deny payment of all Approved Claims, regardless of the date claims were incurred, until all amounts due are received by BlueCross.

7.2. If BlueCross elects not to suspend claim payments on behalf of Employer, Employer shall pay a late fee of 1% percent per month on all amounts that are due and unpaid to BlueCross, pro-rated for each day that such amounts remain outstanding.

7.3. If a partial amount is available, BlueCross may elect (but is not required) to utilize those funds to pay Approved Claims until full payment is made by Employer. BlueCross has full discretion to determine which Approved Claims will be paid with these partial funds, and may or may not exercise that discretion.

BlueCross shall provide Employer with a list of Approved Claims paid on behalf of Employer, within 30 calendar days following the end of each month during which this Agreement remains in effect.

8. Run Out Claims. Provided that Employer has timely paid all outstanding amounts needed to fund Approved Claims and ASFs as of the date the Agreement is terminated, BlueCross will administer run out claims for Employer at the termination of this Agreement for a period of 180 days from the date this Agreement terminates. The monthly ASFs for performing this service shall be the same as the ASFs charged Employer at termination of the Agreement. The monthly ASFs for performing this service shall be based on an average of the number of Subscribers covered under this Agreement for the 3 months immediately prior to the termination date of this Agreement. This fee shall be billed for the first 3 months of the run-out period.

9. Premium Billed Ancillary Products. If Employer has requested that BlueCross provide additional services through other products (i.e., dental), or has requested that BlueCross collect premiums or premium equivalents from subscribers or Members to fund other benefits offered by Employer (i.e., life insurance offered through another carrier, etc.), any additional funds due from Employer to BlueCross for remittance to other carriers or providers of services shall be remitted to BlueCross on the same basis as the ASFs.

10. Employer Fails to Pay. Notwithstanding any other term of the Agreement to the contrary, if Employer fails to pay when due any amount to fund claims, ASFs or other fees required to be paid to BlueCross under this Agreement, and such default is not cured within five (5) days of the Due Date, BlueCross reserves the right to consider the Employer delinquent and may, at its option:

10.1. Suspend or deny claim payments at any time, in whole or in part; or

10.2. Terminate the Agreement as of the effective date specified in such notice.

EXHIBIT C TO THE ADMINISTRATIVE SERVICES AGREEMENT

DUTIES OF AND SERVICES PROVIDED BY BLUECROSS

1. Generally. It is understood and agreed that BlueCross is empowered and required to act with respect to the Plan only as expressly stated in this Agreement. Employer and BlueCross agree that BlueCross's role under this Agreement is to provide administrative claims payment and similar administrative services in accordance with the terms of the Benefit Documents and the Agreement; that BlueCross does not assume any financial risk or obligation with respect to Approved Claims; and that the services rendered by BlueCross under this Agreement are merely ministerial, and shall not include the power to exercise control over the Plan's assets, if any, or discretionary authority over the Plan.

2. Enrollment: Forms and I.D. Cards. BlueCross shall enroll those individuals who have completed an enrollment form and are determined by Employer to be eligible for benefits under the Plan. Employer shall provide BlueCross with enrollment information in a mutually agreeable format, (i.e., electronically, faxed, paper, etc.) BlueCross is not responsible for verifying data submitted by Employer. BlueCross shall be entitled to rely on the information furnished to it by Employer. Employer shall hold BlueCross harmless for inaccurate information provided by Employer or BlueCross's inability to perform under this Agreement as a result of Employer's failure to provide such information in a timely manner.

   2.1. BlueCross shall furnish to Employer, for distribution to Members, forms to be used for enrollment and submission of any other forms determined to be necessary by BlueCross for the administration of the Benefit Documents under this Agreement.

   2.2. BlueCross will not furnish enrollment forms to Employer, since Employer will enroll Members and maintain eligibility online as described in Exhibit M, Online Enrollment Specifications through BlueCross Secured Website.

   2.3. Once Employer has notified BlueCross in writing that a new Member is eligible for benefits, BlueCross shall update its systems to reflect that Member's coverage.

   2.4. Once Employer has notified BlueCross in writing that a Member should be terminated as no longer eligible for coverage, BlueCross shall update its systems to reflect that change in the Member's coverage in accordance with Exhibit B.

   2.5. BlueCross will conduct certification and verification of incapacitated dependent information.

3. Claims Processing. BlueCross shall provide claims processing services on behalf of Employer for all properly submitted claims. BlueCross will follow current industry practices and its internal claims processing procedures regarding payment of claims, including timeliness and accuracy of claims payments. For purposes of this paragraph 3, the term "claim(s)" is defined as a request from a provider of Covered Services and/or a Member for payment of monies due for the rendering of Covered Services under the Benefit

Documents, and in conformity with any agreements BlueCross enters into with such providers of Covered Services.

3.1. When necessary, BlueCross shall furnish to Employer, for distribution to Members, forms to be used for claims submission, and any other forms determined to be necessary by BlueCross for the administration of the Benefit Documents.

3.2. BlueCross will coordinate with other payors, including Medicare, in adjusting claims according to the terms and conditions of coverage, including Medicare Secondary Payor rules. This may delay finalization of the adjudication of a claim, depending on when data is received regarding the claim. If Medicare is primary, BlueCross will adjudicate benefits based on the Medicare allowed amount.

3.3. BlueCross shall furnish each Member claiming benefits with an explanation of each claim that is paid, denied or rejected.

3.4. BlueCross shall give Members a reasonable opportunity to appeal a denied claim or any portion of a claim within the time frames specified by ERISA, according to the appeals procedure defined in the Benefit Documents; however, Employer shall retain final discretionary authority and responsibility for claims payment decisions.

3.5. If Employer notifies BlueCross of a Member's termination from coverage after the Member's termination date, and Approved Claims for that Member were paid in the interim, BlueCross shall request reimbursement from the provider on Employer's behalf to the extent possible. However, if Employer does not notify BlueCross of a Member's termination from coverage ninety (90) days or more after the date of Member's termination of coverage, BlueCross shall not be obligated to attempt to collect any claim payments which were paid before notice of termination was received by BlueCross.

3.6. If Employer notifies BlueCross of a Member's termination from coverage after the Member's termination date, and BlueCross made payment of benefits directly to such Member, BlueCross will attempt recovery unless Employer directs BlueCross in writing not to attempt recovery from such Member.

3.6.1. If Employer's Benefit Documents include coverage for pharmacy benefits that are paid by BlueCross's pharmacy vendor or Provider-Administered Specialty Products that are paid by BlueCross, claims paid after a Member's termination cannot be recovered from the provider, pharmacy or any other person or entity, as applicable. However, BlueCross will attempt recovery from the Member on these claims. If Employer does not wish BlueCross to attempt recovery from a specific Member, Employer must direct BlueCross accordingly in writing.

3.6.2. If a claim payment is less than fifty dollars ($50), BlueCross has no obligation to attempt to collect said claim payment.

3.6.3. If a claim payment was made for services rendered through the BlueCard program, BlueCross has no obligation to attempt to collect claim payments that were for less than fifty dollars ($50), or in accordance with stated limits in effect at the Host Plan location.

3.6.4. If Employer directs BlueCross to use the services of an outside collection agency to collect a claim payment, the fees charged by such entity shall be the sole responsibility of Employer.

3.6.5. If benefits are not recoverable from a provider or Member, Employer remains liable to fund all claims.

3.7. BlueCross will provide Employer with a monthly statement with respect to claims paid in the prior month.

3.8. At the termination of this Agreement and provided that Employer pays BlueCross the applicable fees set forth in Exhibit B, BlueCross shall administer the payment of Run Out claims for Employer. These claims shall be administered as any other claim handled during the term of the Agreement, and shall be subject to the same restrictions.

3.9. RESERVED.

3.10. If a catastrophic event (whether weather-related, caused by a natural disaster, or caused by war, terrorism, pandemic or similar event) occurs that affects Members in one or more locations, and such catastrophic event prevents or interferes with BlueCross's ability to conduct its normal business with respect to such Members or prevents or interferes with Members' ability to access their benefits, BlueCross shall have the right, without first seeking consent from Employer, to take reasonable and necessary steps to process Claims and provide managed care services in a manner that may be inconsistent with the Benefits Document but is undertaken in order to minimize the effect such catastrophic event has on Members, including: (i) waiving referral, prior authorization or pre-certification requirements for medical and/or pharmacy services; (ii) waiving administrative holds and terminations due to nonpayment of premiums; (iii) allowing early refills on prescription medications; (iv) offering medical and behavioral health visits through telehealth; and (v) reducing or waiving cost-sharing obligations for services. As soon as practicable after a catastrophic event, BlueCross shall report its actions to Employer. Employer shall reimburse BlueCross for all amounts paid in good faith, or as required by law, under the circumstances and such amounts shall constitute Approved Claims for which Employer is responsible for payment, even if the charges incurred were not for services otherwise covered under the Benefits Documents.

4. Network Administration. BlueCross shall administer its established cost containment programs and access and availability benefits management programs, as selected by Employer. BlueCross's provider contracts and medical policies control network administration.

4.1. BlueCross shall make available the Blue Network selected by Employer, including network hospitals and other providers or practitioners with which BlueCross has contracted, ("Blue Network") to provide Covered Services to Members. All agreements between providers of services and BlueCross are the sole property of BlueCross, and BlueCross retains the right to the use and control of these provider agreements.

4.2. Employer acknowledges that BlueCross does not act either as the agent of or in any fiduciary capacity with respect to Employer, any of its Plans, or any of its Members, when BlueCross negotiates its provider and/or vendor arrangements.

4.3. Employer acknowledges that the Blue Network Provider contracts cannot be modified to meet any specific requirements of Employer, and that BlueCross has the discretion to change the composition, name, etc. without Employer's consent or approval. BlueCross does not guarantee that a specific provider will remain in the network, and BlueCross has the right to determine network adequacy, and to establish and modify billing guidelines and reimbursement arrangements for Network Providers.

4.4. BlueCross negotiates various payment arrangements with providers, including per diem, percent of charges, diagnosis related groups (DRGs,) global case rate and fee schedule arrangements, which vary by provider. Certain facilities may have multiple or a combination of these arrangements. All of these arrangements provide payment to the provider, and claims processed using one of these arrangements are considered Approved Claims.

4.4.1. Savings/discounts are not stated herein in actual amounts or percentages, nor are they guaranteed, since credits can vary by facility, type of service provided and the specific provider agreement at a given facility.

4.4.2. The provider's charge to BlueCross will usually be less than the rate charged for a similar service to the general public. In some cases, however, the rate negotiated by BlueCross for a particular service may be higher than the provider's rate for that service charged to the general public, and BlueCross will pay the negotiated rate.

4.4.3. BlueCross has certain special arrangements with some providers that may exempt those providers from certain administrative and medical management requirements, including, but not limited to, prior authorization, appropriateness review, notification and written referral requirements.

4.4.4. BlueCross may negotiate a settlement of a reimbursement dispute with a provider as part of its internal administrative procedures.

5. Reimbursement to Network and Out-of-Network Providers.

5.1. "Network Providers" are providers that have agreed to participate in the Blue Network, and to accept BlueCross's applicable pre-negotiated payment allowance for certain Covered Services as payment in full, and therefore should not bill the Members for any amount in excess of the payment allowance for such service(s). The pre-negotiated payment will be based upon charges for Covered Services or upon an alternative method of payment, including per diem amounts, percent of charges, global case rate and fee schedule arrangements, and may be further reduced by other contractual reductions, adjustments, discounts or offsets based on BlueCross's agreements with Network Providers. Network Providers will file Members' claims with BlueCross, and BlueCross will make payment directly to Network Providers.

5.1.1. In the unlikely event of a systems failure at BlueCross ("Outage") rendering it temporarily impossible to determine which Network Provider rendered services during a specific time period while the Agreement is in force, BlueCross will make estimated payments to Network Providers. This estimate will be based on past service to BlueCross Members, and will be proportionately divided among Employer and other Groups which BlueCross insures or to which BlueCross provides administrative and claims processing service. When the capability to determine which Network Providers did provide services during the Outage is restored, BlueCross will adjudicate the claims submitted on behalf of Members, and notify Employer of any adjustments necessary to Employer's claims processing funding.

5.2. When a Member receives services from a Network Provider, he or she will be responsible for payment of the applicable Deductible, Coinsurance, Cost-Sharing and/or Copayment, as well as charges for any non-covered services. A Member's Coinsurance for Covered Services received from a Network Provider will be based on the provisions of the Network Provider's contract, and the lesser of (i) the Network Provider's pre-negotiated payment allowance, or (ii) charges for Covered Services at the time such Services are provided. BlueCross will not recalculate Coinsurance in the event it recovers a discount or savings with respect to Covered Services after a claim for such Services is paid. Rather, Employer will receive a payment or credit for such savings or discounts.

5.3. The Member's liability for non-covered services, including services that are not covered because of a benefit maximum or other limitation contained in the Benefit Documents, will be based on the Network Provider's actual charges for such services.

5.4. "Out-of-Network Providers" are providers that do not participate in the Blue Network. BlueCross's payment for Covered Services to any Out-of-Network Provider will be based on Maximum Allowable Charge for the service performed. Except as required by applicable law (including the No Surprises Act enacted as part of the Consolidated Appropriations Act, 2021), upon receipt of a completed claim form, and provided adequate funding from Employer is available, BlueCross shall make payment for Covered Services to the Out-of-Network Provider and not the Member, unless BlueCross receives proof of payment from the Member before payment is made to the provider. Except as required by applicable law, when the Member receives services from an Out-of-Network Provider, he or she will be responsible for the payment of any difference between BlueCross's payment and such provider's charge(s), and responsible for any applicable Deductible, Copayment, and Coinsurance, as well as payment of charges for any non-covered services. The Member's responsibility for Coinsurance will be based on the Maximum Allowable Charge for that service. Maximum Allowable Charge shall be calculated as determined by BlueCross in accordance with the EOC, BlueCross policies and applicable law.

5.5. When Members obtain Covered Services outside of Tennessee, BlueCross's Blue Network reimbursement rules do not apply. Please refer to Exhibit G, Inter-Plan Arrangements, for a description of how out-of-state providers are reimbursed.

5.6. BlueCross is responsible for reporting and remitting only those abandoned property funds that were provider payments made with BlueCross funds.

5.7. Employer is required to reimburse the Veteran's Administration ("VA") according to federal law. BlueCross has an agreement with the VA in which there is an established fee schedule. Federal law requires payment to the VA, regardless of the network status, and regardless of the amount of benefits provided for services by an Out-of-Network Provider. BlueCross will reimburse the VA at the rate set forth in the agreement between BlueCross and the VA. The Plan will pay the VA as if it were a Network Provider.

5.8. BlueCross's contracts with Network Providers may include a variety of payment methodologies. These payment methodologies may obligate BlueCross to pay an amount that is in addition to the underlying cost of the service rendered. These additional costs may include program fees, incentive payments, bonus payments, or quality payouts. These provider reimbursements will be passed to Employer as part of the billing process detailed in this Agreement.

5.9. No Member shall have the right to assign, alienate, transfer, sell, hypothecate, mortgage, encumber, pledge, commute, or anticipate any benefit payment under the Plan to a third party, and such payment shall not be subject to any legal process to levy execution upon or attachment or garnishment proceedings against for the payment of any claims. Benefit payments under the Plan may not be assigned, transferred, or in any way made over to another party by a Member. Nothing contained in this Agreement or the Plan shall be construed to make the Employer, Plan or BlueCross liable to any third party to whom a Member may be liable for medical care, treatment, or services. If a written authorization is provided to BlueCross by a Covered Person, BlueCross may pay a benefit directly to a provider of medical care, treatment, or services instead of the Member as a convenience to the Member; when this is done, all of the Plan's obligation to the Member with respect to such benefit shall be discharged by such payment. However, BlueCross reserves the right not to honor any direct payment request to any third party, including but not limited to, any provider. The foregoing does not preclude any assignment of payment to Medicaid to the extent required by law. Neither BlueCross, nor the Plan will honor claims for benefits brought by a third-party; such third-party shall not have standing to bring any such claim either independently, as a Member or beneficiary, or derivatively, as an assignee of a Member or beneficiary.

6. Medical Management Services. BlueCross will provide certain services through its Medical Management program. These are described in Exhibit D to this Agreement.

7. Claims Payments Adjustments.

7.1. Whenever BlueCross becomes aware that a claims payment to a provider or Member is less than the amount to which the provider or Member is entitled, BlueCross shall promptly adjust the underpayment to reflect the proper amount that should be remitted.

7.2. Whenever BlueCross becomes aware that a claims payment to a provider or Member is more than the amount to which the provider or Member is entitled,

BlueCross shall make a diligent attempt to recover such overpayment, in accordance with its customary administrative procedures, and as permitted by applicable law. In the event any part of an overpayment is recovered, Employer will receive a credit from BlueCross. BlueCross shall not be required to institute any legal proceeding to recover such overpayment. BlueCross will follow its policies and procedures to settle overpayments.

7.2.1. If a claim payment was made for services rendered through the BlueCard program, BlueCross has no obligation to attempt to collect claim payments that were for less than fifty dollars ($50), or in accordance with stated limits in effect at the Host Plan location.

7.2.2. Subject to the terms in Section 7.2.4., BlueCross will assume liability for an unrecovered overpayment only if and when it is determined that:

7.2.2.1. the overpayment was caused by an act or omission of BlueCross subject to indemnification under Article V, Section 5.1;

7.2.2.2. all reasonable means of recovery under the circumstances have been exhausted; and

7.2.2.3. BlueCross's acts or omissions were not undertaken at the express direction of Employer.

7.2.3. BlueCross is not liable for interest on recovered overpayments.

7.2.4. Employer acknowledges and agrees that, except in cases of fraud committed by the provider and, subject to applicable law, BlueCross will not recover overpayments from providers more than 18 months after the date that BlueCross paid the claim submitted by the provider.

7.2.5. In no event does BlueCross have an obligation to recover on liability for overpayments of claims that were adjudicated for payment more than three (3) years before the overpayment is discovered.

7.3. The Parties acknowledge that Employer may not contact Network Providers directly or indirectly regarding rates or charges for services provided to Members. All such contact with Network Providers must be by and through BlueCross.

7.4. Overpayment Recoveries: BlueCross, on behalf of Employer, has the right to obtain a refund of an overpayment on any claim(s) paid by BlueCross to a provider or a Covered Person. Unless otherwise agreed upon between BlueCross and the provider, when a provider fails to return an overpayment to BlueCross, BlueCross has the right to utilize the following mechanisms to recover the overpayment. For purposes of Sections 7.4.1 through 7.4.6 below, "Other Plan(s)" or "Another Plan" means any health benefit plan other than the Plan, including, but not limited to, individual and group plans or insurance policies that are administered or insured by BlueCross.

7.4.1. BlueCross has the right to recover overpayments from future payments due by BlueCross to a provider in conjunction with BlueCross's payment of

medical claims for the Plan or from Other Plans, up to an amount equal to the overpayment (hereinafter "Claim Recovery"). When BlueCross identifies an overpayment, BlueCross notifies the provider in writing, identifying the overpayment (including the medical claim(s) at issue), the provider's ability to grieve BlueCross's determination of the overpayment, and the timeline for submitting payment for the overpayment. If the provider does not return the requested overpayment as directed, BlueCross may initiate its Claim Recovery process against future payments consistent with this section.

7.4.2. BlueCross has the right to reduce payment to a provider by the amount necessary to recover the overpayment to such provider and to reimburse BlueCross for the amount BlueCross reimbursed to Employer (net of fees, if any) in connection with such overpayment.

7.4.3. If BlueCross has made overpayments to a provider for medical claims relating to members enrolled in more than one (1) Other Plan, BlueCross may initiate its Claim Recovery process for multiple overpayments collectively, against future payments owed to such provider on behalf of Another Plan, as part of a single transaction, resulting in an overpayment recovery amount which shall be applied in accordance with BlueCross policies, which prioritize application based on the age of the overpayments, beginning with the oldest outstanding overpayment or has the right to apply the Claim Recovery process as otherwise set forth in this Section 7.4. BlueCross shall not apply recovered amounts in a manner that prioritizes Overpayments based upon the funding type of any plan (*e.g.*, whether the plan is fully-insured or self-funded).

7.4.4. Employer acknowledges that BlueCross, may from time to time, conduct Claim Recovery activities with respect to contracted and non-contracted providers as permitted under the terms of any applicable contract and applicable law. If BlueCross conducts Claim Recovery, BlueCross shall record overpayments and returned funds separately and maintain claim details at the Member account, and group levels.

7.4.5. Subject to the exception(s) set forth in this Section 7.4, Employer agrees that BlueCross will recover overpayments in accordance with its recovery process and that Employer has no separate or independent right to recover any overpayment from BlueCross, provider, or Another Plan.

7.4.6. Employer may, at its option, request on a semi-annual basis, a report on the status of all outstanding overpayments.

7.5. In the event that BlueCross becomes aware that a claims payment to a provider or Member was or might have been the result of a fraud, BlueCross shall:

7.5.1. Notify the Plan as soon as possible about the alleged fraudulent claims;

7.5.2. Provide reasonable assistance to the Plan in recovering the alleged fraudulent claims; and

7.5.3. Report the suspected fraud to the appropriate law enforcement agency.

8. Annual Renewal Claims Analysis.

8.1. BlueCross will provide an annual renewal analysis of Employer's claims experience. BlueCross will also provide assistance in benefit design.

8.2. Upon request, but not more often than annually, BlueCross will provide an analysis of Employer's claims incurred but not yet reported.

8.3. Upon request, but not more often than annually, BlueCross will provide an analysis of the suggested funding levels for Employer's Plan, as administered by BlueCross.

8.4. Employer acknowledges that these analyses are estimates only, and that the actual experience may differ from these estimates. These are for Employer's use only, and are not prepared for distribution to or reliance by third parties.

9. Mental Health Parity. The parties acknowledge and agree that Employer is solely responsible for complying with all applicable provisions of ERISA and other laws applicable to Employer's Plan, including the Mental Health Parity and Addiction Equity Act and its implementing regulations, as amended from time to time ("MHPAEA"). BlueCross agrees to cooperate with Employer in providing information reasonably requested by Employer or its designee in order for Employer to comply with these obligations.

10. Duties with regard to non-BlueRe of Tennessee Stop Loss Vendor. For a separate Interface fee, BlueCross will perform the following services and provide the following information for Employer, or to a third party stop loss vendor upon Employer, BlueCross and vendor entering into an information sharing agreement pursuant to Section 2.2.2:

10.1. Provide monthly Claimants at 50% of Specific Attachment Point Reports.

10.2. Provide monthly Aggregate Reports.

10.3. BlueCross does not coordinate the payment of the stop loss premium between the stop loss vendor and Employer.

10.4. Provide stop loss vendor the following information at renewal to prepare a renewal of Employer's stop loss coverage. Information to be provided is as follows:

Census	
Age/ Gender	Subscriber Count by age/gender
Zip Codes	Subscriber Count by LOB, State, Zip
Plan Design Summary/ Plan Document	Evidence of Coverage
Trigger Reports:	
50% of Specific Report	50% Report (Includes Diagnosis Only)
Medical & Rx	

Aggregate Claim Reports	Monthly Aggregate Report (excluding claims over specific)
By Month	(included in report)
Enrollment Included	(included in report)
Large Claims Amounts Included	(included in report)

10.5. Regardless of whether a claim has met the stop loss dollar limit set out in the agreement between stop loss vendor and Employer, Employer is still responsible for funding all claims processed by BlueCross.

10.6. At the termination of this Agreement, BlueCross has no further obligation to provide any reports referenced in this section to Employer or stop loss vendor, other than standard reports for the time period the Agreement was in force.

11. RESERVED.

12. Section 111 Mandatory Secondary Payor Reporting. Section 111 of the Medicare, Medicaid, and SCHIP Extension Act of 2007 (MMSEA), titled Medicare Secondary Payor, (hereinafter "Section 111") mandates that, effective January 1, 2009, all group health plans or their representatives submit certain information to CMS. BlueCross is registered as a medical "Required Reporting Entity" as required under Section 111. BlueCross shall report the Plan's medical information required by Section 111. Under no circumstances will BlueCross be required to report workers' compensation or liability insurance information required under Section 111. Employer shall provide all Social Security numbers, tax identification numbers, and the "total number of employees" (as that is defined in the MMSEA) information to BlueCross. BlueCross will not be responsible for any deficiency resulting from Employer's failure to provide such information to BlueCross.

13. Distribution of Materials.

13.1. Employer shall handle and distribute enrollment materials in a timely manner and promptly provide to BlueCross the information necessary to administer this Agreement. Employer's failure to provide information in a timely manner may substantially delay and/or jeopardize the enrollment of eligible Members.

13.2. Employer shall distribute notices that Employer and/or BlueCross are legally required to provide (e.g., special enrollment rights) in a timely manner and in accordance with all applicable laws. Any off-renewal changes require 60-days advance notice to Members. Employer shall provide BlueCross with enough advance notice of any off-renewal changes, not to be less than 90 days, for BlueCross to meet its obligations under any applicable law and this Agreement. Employer shall indemnify BlueCross and hold BlueCross harmless from any damages, loss, action, claim or suit (including court costs and attorney's fees) arising from or related to its failure to provide such notices.

13.3. If BlueCross provides its enrollment and/or change forms ("Forms") and/or any benefit summaries, and/or comparison sheets ("Documents") in an electronic medium, and Employer delivers Documents electronically to Members or includes Documents on Employer's internal intranet or by similar means or for similar purposes, Employer agrees that:

13.3.1. electronic access shall be limited to Employer's enrolling employees and covered employees and be restricted to a "read-only" or similar basis;

13.3.2. they will replace any hard-copy Forms that have been modified by BlueCross;

13.3.3. the hard-copy documents on file with BlueCross shall control in the event of any discrepancy; and

13.3.4. Employer remains solely responsible for the content of the Documents and all other legal requirements pertaining to them (e.g., distribution).

13.4. BlueCross will create a draft Summary of Benefits and Coverage ("SBC"), based on services provided by BlueCross, and provide to Employer. Employer shall review SBC, and revise or supplement as required, prior to distribution. Employer remains solely responsible for SBC content and all other legal requirements pertaining to SBC (e.g., distribution). BlueCross shall not charge Employer for draft SBC. BlueCross may charge Employer for translation of SBC to any language other than English.

14. Member Outreach. BlueCross, or its subcontractor, shall have the right to contact Members to perform services under this Agreement, or as otherwise required by law, a regulatory body, or an accrediting agency. Employer warrants that the contact information included in its enrollment data was obtained directly from the applicable Member and that Members are aware they may be contacted via that information for non-telemarketing calls, emails, and/or text messages.

15. Provider Administered Specialty Pharmacy Products. Provider Administered Specialty Pharmacy Products are those Specialty Pharmacy Products administered to a Member by a health care provider, whether or not a Network Provider, rather than self-administered by the Member. Provider Administered Specialty Products can only be dispensed from a specialty pharmacy in the BlueCross Preferred Specialty Pharmacy Network.

15.1. Provider Administered Specialty Pharmacy Products are those products that meet all three of the following criteria:

(a) Require in-depth patient teaching, coordination of care, and frequent monitoring to ensure successful use;

(b) Described by at least one of the following:

i. produced through genetic technology or biopharmaceutical processes;

ii. target a chronic, rare, genetic, or complex disease; or

iii. require unique handling, distribution, and/or administration; and

(c) Are set forth on the Provider Administered Specialty Pharmacy Product List which is maintained by BlueCross (available at www.bcbst.com), as may be amended from time to time for any reason.

15.2. "Preferred Specialty Pharmacy Network" means BlueCross's network of pharmacies that are permitted to dispense Provider-Administered Specialty Pharmacy Products to providers.

All the medications set forth on the Provider Administered Specialty Pharmacy Product List have been determined by BlueCross to meet criteria (a) and (b) of Section 15.1 above. However, some products meeting criteria in (a) and (b) of Section 15.1 above may be excluded from the list. A Provider Administered Specialty Product may be added or removed from this list at any time for any reason. Provider Administered Specialty Pharmacy Products can only be dispensed from a pharmacy in BlueCross's Preferred Specialty Pharmacy Network. BlueCross will adjudicate claims for Provider Administered Specialty Pharmacy Products for the Employer.

16. Group Health Plan Federal Requirements.

16.1. Health Plan Transparency Requirements. The Parties acknowledge that Employer's Plan is subject to certain requirements under the Affordable Care Act Transparency in Coverage Final Rule and group health plan requirements in Division BB of the Consolidated Appropriations Act, 2021 and its implementing regulations, as set forth below (collectively, "Health Plan Transparency Requirements"). BlueCross (i) agrees to cooperate with Employer in meeting its obligations under the Health Plan Transparency Requirements, and (ii) reserves the right to charge a fee for services related to the implementation and administration of the Group Health Plan Transparency Requirements.

16.1.1. Machine Readable Files. The Parties acknowledge and agree that Employer's Plan is required to publicly disclose in-network negotiated rates, billed out-of-network charges, and prescription drug pricing information to the public through machine readable files ("MRFs"). BlueCross agrees (a) to cooperate with Employer in providing information reasonably requested by Employer or its designee in order for Employer to comply with these obligations, or (b) at the direction of Employer, to post MRFs on its website on behalf of the Plan, provided however, that Employer retains liability for any Losses resulting from Employer's failure to provide timely to BlueCross any requested information for BlueCross to perform under this section.

16.1.2. Contract Terms. The Parties acknowledge and agree that, nothing in this Agreement shall directly or indirectly restrict BlueCross and/or the Plan from (i) providing provider-specific cost or quality of care information or data to referring providers, Employer, Members or individuals eligible to become Plan Members; (ii) electronically accessing de-identified claims and encounter information or data under the Plan for each Plan Member, upon request and consistent with applicable law, including but not limited to HIPAA, GINA, and the ADA, or (iii) sharing such Plan information or data, or directing such Plan data be shared, with a HIPAA business associate of the Plan consistent with applicable law and the terms of this Agreement.

16.1.3. Price Comparison Tool. The Parties acknowledge and agree that Employer's Plan is subject to requirements under applicable law to provide Members with price comparison tools. BlueCross agrees (a) to cooperate with Employer in providing information reasonably requested by Employer

or its designee in order for Employer to comply with the price comparison tool obligations, or (b) at the direction of Employer, to make available to Plan Members a price comparison tool, provided however, that Employer retains liability for any Losses resulting from Employer's failure to provide timely to BlueCross any requested information for BlueCross to perform under this section.

16.2. ID Cards. BlueCross will supply identification cards. BlueCross will supply identification cards issued at the group's initial enrollment to Employer and identification cards issued at any other time to Subscribers. Identification cards will be issued in the name of Subscribers.

16.3. Provider Directory Tool. BlueCross will provide Provider Directories through online access and in accordance with applicable law.

16.4. Continuity of Care. The Parties acknowledge and agree that Employer's Plan is subject to continuity of care protections in instances when terminations of certain contractual relationships result in changes in provider or facility network status. BlueCross agrees to coordinate impacted Member's transitions to more appropriate care settings in accordance with applicable law.

16.5. Health Care and Prescription Drug Reporting. The Parties acknowledge and agree that the Employer's Plan is subject to requirements under applicable law to report certain health care cost information annually to the federal government, such as costs relating to prescription drugs and air ambulance services. BlueCross agrees (a) to cooperate with Employer in providing information reasonably requested by Employer or its designee in order for Employer's Plan to comply with these reporting obligations, or (b), at the direction of the Employer, to report on the Plan's behalf, provided however, that Employer retains liability for any Losses resulting from Employer's failure to provide timely to BlueCross any requested information for BlueCross to perform under this section.

16.6. No Surprises Act. The Parties acknowledge and agree that the Employer's Plan is subject to requirements under the No Surprises Act that is part of the Consolidated Appropriations Act, 2021 (hereinafter, the "NSA"). BlueCross will process those out-of-network claims subject to the NSA in accordance with the terms of the NSA and its implementing regulations. BlueCross will also engage in the Independent Dispute Resolution ("IDR") process with providers, as required under the NSA. Fees for IDR services are set forth in Exhibit B.

EXHIBIT D TO THE ADMINISTRATIVE SERVICES AGREEMENT

MEDICAL MANAGEMENT SERVICES PROVIDED BY BlueCross

Employer has selected several of BlueCross's Medical Management programs for use by Employer in administering its Plan. All services utilize current medical guidelines and standards. While these services are described below, the services may be updated from time to time without prior notice to Employer.

MEDICAL MANAGEMENT – Precision Care Support

1. Inpatient Review.

    1.1. Inpatient Precertification. BlueCross will review inpatient admissions (hospital, subacute facility, skilled nursing facility, inpatient rehabilitation, and 23-hour observation stays) to evaluate the appropriateness of certain procedures and Medical Necessity of the requested services. An initial length of stay is assigned upon admission. Emergency inpatient admissions are reviewed within 24 hours of admission or the next business day. Employer's Plan follows BlueCross's standard precertification requirements.

    1.2. Concurrent Review of per diem admissions. BlueCross will review Members' inpatient care (hospital, subacute facility, skilled nursing facility, and inpatient rehabilitation) to ensure Medically Necessary and Medically Appropriate care is delivered. Concurrent review is performed as services are being rendered.

    1.3. Outlier Review of DRG admissions. BlueCross will review any outlier days billed by a DRG facility on targeted claims after a service is rendered and before payment is made to ensure cost-effectiveness.

2. Retrospective Review. BlueCross will review targeted claims after a service is rendered and before payment is made. The purpose of retrospective review is to provide determinations regarding Medical Necessity, eligibility and benefits.

3. Prospective Review. BlueCross will review targeted, non-emergency related care procedures, non-routine diagnostics and non-routine pharmacy treatments, as determined by BlueCross, for medical appropriateness and the necessity of the requested procedure and setting prior to the procedure being performed.

4. Pre-determination Review. When requested by a provider or Member, BlueCross will conduct a prospective review to determine whether a procedure will be covered.

5. Specialty Pharmacy Review. If BlueCross administers claims related to Provider Administered Specialty Pharmacy Products, as described in Exhibit C, then BlueCross will review specific drugs administered by licensed health care professionals.

6. Home Health, Home Infusion Therapy Review. BlueCross will review prescriptions for home health care services and home infusion therapy to evaluate the physician's plan of

treatment, appropriateness of setting and Medical Necessity of the prescribed services, both prospectively and concurrently.

7. Lifestyle/Health Educational Program. BlueCross will send condition-specific educational materials to low-risk Members identified through the prior authorization process.

8. Care Coordination. BlueCross's Care Coordination process systematically identifies opportunities to coordinate and manage Members' total care.

   8.1. Emergency Services Management Program. Nurses will contact Members who frequently seek emergency room services, identify reasons for the frequent utilization, and provide assistance in controlling future inappropriate use of emergency room services.

   8.2. Transition of Care. Throughout the different stages of a Member's treatment, nurses coordinate the Member's transitions to more appropriate care settings.

   8.3. Condition-specific Care Coordination Program. Through this program, BlueCross provides assessment and management of low-risk and moderate-risk Members with specific conditions, such as heart disease, respiratory disease, diabetes, asthma or hypertension.

9. Catastrophic Medical and Transplant Case Management. BlueCross's Catastrophic Medical and Transplant Case Management program utilizes a comprehensive approach that includes benefit analysis, preauthorization, concurrent review, discharge planning and cost-effective continuity of care for Members. Members with high-risk conditions such as terminal illness, severe injury, major trauma, cognitive or physical disability, or transplant are identified through prior authorization, medical data and claims data. Registered nurses work with the Member, health care providers and primary caregivers to coordinate the most appropriate, cost-effective care settings.

   Benefits paid through the Catastrophic Medical and Transplant Case Management program may vary from the benefits described in the Plan. This is done when BlueCross has determined that the alternative benefits are more Medically Appropriate, cost effective, and ensure the best outcomes. Employer will fund these benefits, and BlueCross's administration of benefits pursuant to the Catastrophic Medical and Transplant Case Management program shall be within the scope of its duties.

10. RESERVED

11. RESERVED

12. Behavioral Health Management. BlueCross will provide the following services as part of its Behavioral Health Inpatient Utilization Management program:

   12.1. Inpatient Pre-certification. BlueCross will review all facility based level-of-care admissions (acute care, residential care, partial hospital care, intensive outpatient care and any other care in lieu of acute care) to evaluate the appropriateness of treatment applying Medical Necessity criteria. Emergency inpatient admissions are reviewed within 24 hours of admission or the next business day.

12.2. Concurrent Review. BlueCross will review the care of Members in facility-based treatment (acute, residential, partial hospital, intensive outpatient or any other care in lieu of behavioral health acute care) to ensure Medically Necessary and Medically Appropriate care is delivered. Lengths of stay are authorized when care requested meets Medical Necessity criteria.

12.3. Discharge Planning. BlueCross will assess the Member's behavioral health condition and monitor the behavioral health program's discharge planning to ensure appropriate continuation of care, as necessary, when the Member leaves that particular level of care.

12.4. Case Management. BlueCross's Behavioral Health Case management process identifies high risk Members in facility based levels of care and assesses opportunities to coordinate and manage the Member's total behavioral health care to ensure the best outcomes while the Member remains in facility based levels of care.

13. BlueCross shall have the authority, in its discretion, to institute from time to time, utilization management, case management, disease management or other care-related programs. These are processes that demonstrate potential improvement in access, quality, efficiency and Member satisfaction. When BlueCross institutes a care-related program, approved services provided through such programs are deemed Covered Services even if they are normally excluded under the Benefits Documents.

EXHIBIT E TO THE ADMINISTRATIVE SERVICES AGREEMENT

DUTIES OF EMPLOYER

1. Services. Employer shall:

   1.1. Provide BlueCross with a current, detailed description of the Benefit Documents and any subsequent changes, for acceptance by BlueCross;

   1.2. Timely pay and fund all fees and claims as described in this Agreement;

   1.3. Provide BlueCross with the necessary Subscriber and Member eligibility information and timely provide updates to such information;

   1.4. Perform other duties and services as described in this Agreement.

2. Notification Regarding Members. Employer shall notify BlueCross of the addition or deletion of Members as described below:

   2.1. When a new Member should be added, Employer shall notify BlueCross within forty-five (45) days of the effective date of coverage for that Member. If BlueCross is not notified that a new Member should be added within this time frame, BlueCross shall have no obligation to adjudicate any claims that were incurred prior to this time frame.

   2.2. When a Member should be terminated from coverage, Employer shall notify BlueCross within forty-five (45) days of the effective date of that Member's termination.

   2.3. Notice by Employer can be effectuated through Employer's entering of data online, as detailed in Exhibit M.

3. Final Authority.

   3.1. Except as otherwise specifically stated in this Agreement, Employer retains all final authority and responsibility for the Plan including the benefit design of the Plan, funding of claims, claims payment decisions, cost containment program decisions, eligibility and benefit determinations, compliance with the requirements of the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended (COBRA), compliance with HIPAA, compliance with reporting and remitting abandoned property funds (except as referenced in Exhibit C, Section 5.6) if required by law, and compliance with any other state and federal laws or regulations applicable to Employer or the administration of the Plan. The phrase "eligibility and benefit determinations" means that Employer determines who is eligible to participate, (i.e., who are employees or dependents) and generally what medical services and supplies are included or excluded as Covered Services identified in the Benefit Documents, but does not include the ultimate responsibility for making medical necessity or other medical management determinations.

   3.2. If Employer uses an Employer Service Vendor to provide enrollment data and that third party's data does not match BlueCross's data, BlueCross's data and records

will be used to determine the ASF unless and until BlueCross and Employer are able to resolve the discrepancy.

3.3. Employer shall submit all information to BlueCross in writing. The accuracy of any changes performed and administered by BlueCross at the instruction of Employer in benefit design, enrollee status, etc., is the responsibility of Employer. BlueCross is entitled to rely on Employer's instructions in performing its duties under this Agreement.

3.4. A Member has the right to appeal any decision regarding or arising out of this Agreement, and that appeals process is defined in the Benefits Documents and the Plan.

4. Eligibility and Enrollment. As of the first day of the Term of this Agreement, Employer will have delivered enrollment information regarding Members to BlueCross. Employer shall deliver all employee and dependent eligibility status changes to BlueCross on a monthly basis, or more frequently as mutually agreed by the Parties.

4.1. Employer shall be responsible for verifying identity of Members to confirm eligibility and for promptly rescinding coverage of ineligible individuals.

4.2. Employer shall be responsible for providing each Subscriber with a copy of any required documents.

4.3. If an employee waives his/her (or his/her dependents') coverage under the Plan at enrollment or open enrollment, Employer will maintain the original of the waiver, and if the employee has a qualifying event during the plan year, Employer will certify to BlueCross that the employee executed a waiver at enrollment or open enrollment.

5. Financial Obligations.

5.1. Claims Funding. Employer is financially responsible for the timely funding of all Approved Claims and is the Payor of benefits for all Members. Employer will provide BlueCross with such authorizations as are necessary to ensure that required instruments are valid with respect to funding Approved Claims for Covered Services.

6. Assessments.

6.1. Employer retains responsibility and liability for all benefits and expenses incident to the Plan, including any federal, state or local taxes, assessments, or similar government-imposed fees, other than BlueCross's income taxes, that are related to the Plan, the Plan's Members, enrollees, or Participants, or BlueCross's services under this Agreement ("Assessments"). For example, Assessments may be based on: (i) the number of covered lives in the Plan, (ii) the number of covered lives in a given geographic region, (iii) fees paid or payable to BlueCross for services provided under this Agreement, including premiums or premium equivalents, (iv) Approved Claims paid pursuant to this Agreement, or (v) other assessment methodologies that measure the relative value of benefits or services provided or delivered under the Plan. If at any time, during or after the term of this Agreement,

BlueCross is required to pay any Assessment on Employer's behalf, Employer shall reimburse BlueCross an amount equal to such Assessment(s), which will be disclosed to Employer via invoice. Additionally, BlueCross pays if any taxes, penalties or interest are imposed, assessed or accrued on any Assessment, Employer will reimburse BlueCross such additional amounts equal to the tax, penalty or interest.

6.2. Employer will pay these additional amounts to BlueCross within thirty (30) days following mailing of invoice. Payments not received within the thirty (30) day period are subject to the late payment charge described in Exhibit B.

6.3. Employer will pay these additional amounts even if the validity of Assessments has not been finally determined. If it is finally determined that such Assessments were not valid, to the extent such Assessments are refunded or otherwise returned to BlueCross by the appropriate Federal, state or local governmental entity, BlueCross will refund to Employer an amount equal to those additional amounts previously paid by Employer plus interest, if any, determined in accordance with BlueCross's regular procedures then in effect, less a pro rata share of any expenses incurred by BlueCross in contesting the validity of such Assessments.

7. Use of Names and Service Marks. Employer agrees to allow BlueCross to use Employer's name and service mark on I.D. cards and other forms necessary to implement this Agreement, for BlueCross's internal purposes, and to promote Employer's relationship with BlueCross to potential or existing providers. BlueCross shall not use Employer's name or service mark for any other purpose without the prior written consent of Employer.

Employer agrees that the names, logos, symbols, trademarks, trade names, and service marks of BlueCross, whether presently existing or hereafter established, are the sole property of BlueCross and BlueCross retains the right to the use and control thereof. Employer shall not use BlueCross's name, logos, symbols, trademarks or service marks in advertising or promotional materials or otherwise without the prior written consent of BlueCross and shall cease any such usage immediately upon written notice by BlueCross or upon termination of this Agreement, whichever is sooner.

Employer agrees that the names, logos, symbols, trademarks, trade names, and service marks of the Association, whether presently existing or hereafter established, are the sole property of the Association and the Association retains the right to the use and control thereof. Employer shall not use the Association's name, logos, symbols, trademarks or service marks in advertising or promotional materials or otherwise without the prior written consent of the Association and shall cease any such usage immediately upon written notice by the Association or upon termination of this Agreement, whichever is sooner.

8. Claims Incurred and Submitted but not yet Adjudicated. Employer can request reports regarding claims incurred and submitted but not yet adjudicated through the Account Manager.

EXHIBIT F TO THE ADMINISTRATIVE SERVICES AGREEMENT

RESERVED

EXHIBIT G TO THE ADMINISTRATIVE SERVICES AGREEMENT

INTER-PLAN ARRANGEMENTS

1. Out-of-Area Services.

Overview

BlueCross has a variety of relationships with other Blue Cross and/or Blue Shield Licensees referred to generally as "Inter-Plan Arrangements." These Inter-Plan Arrangements operate under rules and procedures issued by the Blue Cross Blue Shield Association ("Association"). Whenever Members access healthcare services outside the geographic area BlueCross serves, the claim for those services may be processed through one of these Inter-Plan Arrangements. The Inter-Plan Arrangements are described generally below.

Typically, when accessing care outside the geographic area BlueCross serves, Members obtain care from healthcare providers that have a contractual agreement ("participating providers") with the local Blue Cross and/or Blue Shield Licensee in that other geographic area ("Host Blue"). In some instances, Members may obtain care from healthcare providers in the Host Blue geographic area that do not have a contractual agreement ("nonparticipating providers") with the Host Blue. BlueCross remains responsible for fulfilling our obligations to Employer. Our payment practices in both instances are described below.

This disclosure describes how claims are administered for Inter-Plan Arrangements and the fees that are charged in connection with Inter-Plan Arrangements. Note that Dental Care Benefits except when not paid as medical claims/benefits, and those Prescription Drug Benefits or Vision Care Benefits that may be administered by a third party contracted by Us to provide the specific service or services are not processed through Inter-Plan Arrangements.

1.1. BlueCard® Program.

The BlueCard® Program is an Inter-Plan Arrangement. Under this Arrangement, when Members access Covered Services within the geographic area served by a Host Blue, the Host Blue will be responsible for contracting and handling all interactions with its participating healthcare providers. The financial terms of the BlueCard Program are described generally below.

1.1.1. Liability Calculation Method Per Claim – In General.

1.1.1.1. Member Liability Calculation

Unless subject to a fixed dollar copayment, the calculation of the Member liability on claims for Covered Services will be based on the lower of the participating provider's billed charges for Covered Services or the negotiated price made available to BlueCross by the Host Blue.

1.1.1.2. Employer Liability Calculation

The calculation of Employer's liability on claims for Covered Services processed through the BlueCard Program will be based on the negotiated price made available to BlueCross by the Host Blue under the contract between the Host Blue and the provider. Sometimes, this negotiated price may be greater for a given service or services than billed charge in accordance with how the Host Blue has negotiated with its participating healthcare provider(s) for specific healthcare services. In cases where the negotiated price exceeds the billed charge, Employer may be liable for the excess amount even when the Member's deductible has not been satisfied. This excess amount reflects an amount that may be necessary to secure (a) the provider's participation in the network and/or (b) the overall discount negotiated by the Host Blue. In such a case, the entire contracted price is paid to the provider, even when the contracted price is greater than the billed charge.

1.1.2. Claims Pricing.

Host Blues determine a negotiated price, which is reflected in the terms of each Host Blue's provider contracts. The negotiated price made available to BlueCross by the Host Blue may be represented by one of the following:

1.1.2.1. An actual price. An actual price is a negotiated rate of payment in effect at the time a claim is processed without any other increases or decreases; or

1.1.2.2. An estimated price. An estimated price is a negotiated rate of payment in effect at the time a claim is processed, reduced or increased by a percentage to take into account certain payments negotiated with the provider and other claim- and non-claim-related transactions. Such transactions may include, but are not limited to, anti-fraud and abuse recoveries, provider refunds not applied on a claim-specific basis, retrospective settlements and performance-related bonuses or incentives; or

1.1.2.3. An average price. An average price is a percentage of billed charges for Covered Services in effect at the time a claim is processed representing the aggregate payments negotiated by the Host Blue with all of its healthcare providers or a similar classification of its providers and other claim- and non-claim-related transactions. Such transactions may include the same ones as noted above for an estimated price.

The Host Blue determines whether it will use an actual, estimated or average price. The use of estimated or average pricing may result in a difference (positive or negative) between the price Employer pays on a specific claim and the actual amount the Host

Blue pays to the provider. However, the BlueCard Program requires that the amount paid by the Member and Employer is a final price; no future price adjustment will result in increases or decreases to the pricing of past claims.

Any positive or negative differences in estimated or average pricing are accounted for through variance accounts maintained by the Host Blue and are incorporated into future claim prices. As a result, the amounts charged to Employer will be adjusted in a following year, as necessary, to account for over- or underestimation of the past years' prices. The Host Blue will not receive compensation from how the estimated price or average price methods, described above, are calculated. Because all amounts paid are final, neither positive variance account amounts (funds available to be paid in the following year), nor negative variance amounts (the funds needed to be received in the following year), are due to or from Employer. If Employer terminates, Employer will not receive a refund or charge from the variance account.

Variance account balances are small amounts relative to the overall paid claims amounts and will be liquidated over time. The timeframe for their liquidation depends on variables, including, but not limited to, overall volume/number of claims processed and variance account balance. Variance account balances may earn interest at the federal funds or similar rate. Host Blues may retain interest earned on funds held in variance accounts.

1.1.3. BlueCard Program Fees and Compensation.

Employer understands and agrees to reimburse BlueCross for certain fees and compensation which BlueCross is obligated under the BlueCard Program to pay to the Host Blues, to the Association and/or to vendors of BlueCard Program-related services. The specific BlueCard Program fees and compensation that are charged to Employer are set forth in Exhibit B. BlueCard Program Fees and compensation may be revised from time to time as described in section 1.7 below.

1.2. Special Cases: Value-Based Programs.

1.2.1. Value-Based Programs Overview.

Employer's Members may access Covered Services from providers that participate in a Host Blue's Value-Based Program. Value-Based Programs may be delivered either through the BlueCard Program or a Negotiated Arrangement. These Value-Based Programs may include, but are not limited to, Accountable Care Organizations, Global Payment/Total Cost of Care arrangements, Patient Centered Medical Homes and Shared Savings arrangements.

1.2.2. Value-Based Programs under the BlueCard Program.

1.2.2.1. Value-Based Programs Administration

Under Value-Based Programs, a Host Blue may pay providers for reaching agreed-upon cost/quality goals in the following ways: Per member per month, provider incentives, gain share, risk share, retrospective settlements, prospective settlements, share of target savings, Care Coordination Fees and/or other allowed amounts.

The Host Blue may pass these provider payments to BlueCross, which BlueCross will pass directly on to Employer as either an amount included in the price of the claim or an amount charged separately in addition to the claim.

When such amounts are included in the price of the claim, the claim may be billed using one of the following pricing methods, as determined by the Host Blue:

- Actual Pricing: The charge to accounts for Value-Based Programs incentives/Shared Savings settlements is part of the claim. These charges are passed to Employer via an enhanced provider fee schedule.
- Supplemental Factor: The charge to accounts for Value-Based Programs incentives/Shared Savings settlements is a supplemental amount that is included in the claim as an amount based on a specified supplemental factor (e.g., a small percentage increase in the claim amount). The supplemental factor may be adjusted from time to time. This pricing method may be used only for non-attributed Value-Based Programs.

When such amounts are billed separately from the price of the claim, they may be billed as follows:

1.2.2.1.1. Per Member Per Month (PMPM) Billings: Per Member Per Month billings for Value-Based Programs incentives/Shared Savings settlements to accounts are outside of the claim system. BlueCross will pass these Host Blue charges directly through to Employer as a separately identified amount on the group billings.

The amounts used to calculate either the supplemental factors for estimated pricing or PMPM billings are fixed amounts that are estimated to be necessary to finance the cost of a particular Value-Based Program. Because amounts are estimates, there may be positive or negative differences based on actual experience, and such differences will be accounted for in a variance account maintained by the Host Blue (in the same manner as described in the BlueCard claim pricing section above) until the end of the applicable Value-Based Program payment and/or reconciliation measurement period. The amounts needed to fund a Value-Based Program may be changed before the end of the measurement period

if it is determined that amounts being collected are projected to exceed the amount necessary to fund the program or if they are projected to be insufficient to fund the program.

At the end of the Value-Based Program payment and/or reconciliation measurement period for these arrangements, Host Blues will take one of the following actions:

1.2.2.1.2. Use any surplus in funds in the variance account to fund Value-Based Program payments or reconciliation amounts in the next measurement period.

1.2.2.1.3. Address any deficit in funds in the variance account through an adjustment to the PMPM billing amount or the reconciliation billing amount for the next measurement period.

The Host Blue will not receive compensation resulting from how estimated, average or PMPM price methods, described above, are calculated. If Employer terminates, Employer will not receive a refund or charge from the variance account. This is because any resulting surpluses or deficits would be eventually exhausted through prospective adjustment to the settlement billings in the case of Value-Based Programs. The measurement period for determining these surpluses or deficits may differ from the term of this Agreement.

Variance account balances are small amounts relative to the overall paid claims amounts and will be liquidated over time. The timeframe for their liquidation depends on variables, including, but not limited to, overall volume/number of claims processed and variance account balance. Variance account balances may earn interest, and interest is earned at the federal funds or similar rate. Host Blues may retain interest earned on funds held in variance accounts.

Note: Members will not bear any portion of the cost of Value-Based Programs except when a Host Blue uses either average pricing or actual pricing to pay providers under Value-Based Programs.

1.2.3. Care Coordinator Fees.

Host Blues may also bill BlueCross for Care Coordinator Fees for provider services which we will pass on to Employer as follows:

1.2.3.1. PMPM billings; or

1.2.3.2. Individual claim billings through applicable care coordination codes from the most current editions of either Current Procedural Terminology (CPT) published by the American Medical Association (AMA) or Healthcare Common Procedure Coding System (HCPCS) published by the U.S. Centers for Medicare and Medicaid Services (CMS).

As part of this Agreement/contract, BlueCross and Employer will not impose Member cost sharing for Care Coordinator Fees.

1.2.4. Value-Based Programs under Negotiated Arrangements.

If BlueCross has entered into a Negotiated Arrangement with a Host Blue to provide Value-Based Programs to Members, BlueCross will follow the same procedures for Value-Based Programs administration and Care Coordinator Fees as noted in the BlueCard Program section.

As part of this Agreement, BlueCross and Employer may agree to waive Member cost sharing for care coordinator fees.

1.2.5. Value-Based Programs Definitions.

Accountable Care Organization (ACO): A group of healthcare providers who agree to deliver coordinated care and meet performance benchmarks for quality and affordability in order to manage the total cost of care for their member populations.

Care Coordination: Organized, information-driven patient care activities intended to facilitate the appropriate responses to a Member's healthcare needs across the continuum of care.

Care Coordinator: An individual within a provider organization who facilitates Care Coordination for patients.

Care Coordination Fee: A fixed amount paid by a Blue Cross and/or Blue Shield Licensee to providers periodically for Care Coordination under a Value-Based Program.

Global Payment/Total Cost of Care: A payment methodology that is defined at the patient level and accounts for either all patient care or for a specific groups of services delivered to the patient such as outpatient, physician, ancillary, hospital services and prescription drugs.

Negotiated Arrangement a.k.a., Negotiated National Account Arrangement: An agreement negotiated between a Control/Home Licensee and one or more Par/Host Licensees for any National Account that is not delivered through the BlueCard Program.

Patient-Centered Medical Home (PCMH): A model of care in which each patient has an ongoing relationship with a primary care physician who coordinates a team to take collective responsibility for patient care and, when appropriate, arranges for care with other qualified physicians.

Provider Incentive: An additional amount of compensation paid to a healthcare provider by a Blue Cross and/or Blue Shield Plan, based on the provider's compliance with agreed-upon procedural and/or outcome measures for a particular group of covered persons.

Shared Savings: A payment mechanism in which the provider and payer share cost savings achieved against a target cost budget based upon agreed upon terms and may include downside risk.

Value-Based Program (VBP): An outcomes-based payment arrangement and/or a coordinated care model facilitated with one or more local providers that is evaluated against cost and quality metrics/factors and is reflected in provider payment.

1.3. Prepayment Review & Return of Overpayments.

If a Host Blue conducts prepayment review activities, including, but not limited to, data mining, itemized bill reviews, secondary claim code editing, and DRG audits, the Host Blue may bill BlueCross up to a maximum of sixteen percent (16%) of the savings identified, unless an alternative reimbursement arrangement is agreed upon by BlueCross and the Host Blue, and these fees may be charged to Employer. If a Host Blue engages a third party to perform these activities on its behalf, the Host Blue may bill BlueCross the lesser of the full amount of the third-party fees or up to sixteen percent (16%) of the savings identified, unless an alternative reimbursement arrangement is agreed upon by BlueCross. and the Host Blue, and these fees may be charged to Employer.

Recoveries of overpayments/from a Host Blue, or its participating and nonparticipating providers, or from post-payment review activities, can arise in several ways, including, but not limited to, anti-fraud and abuse recoveries, audits/healthcare provider/hospital bill audits, credit balance audits, utilization review refunds and unsolicited refunds. Recoveries will be applied in general, on either a claim-by-claim or prospective basis. If recovery amounts are passed on a claim-by-claim basis from a Host Blue to BlueCross, they will be credited to Employer. When a Host Blue identifies and collects these recovery amounts, the Host Blue may bill BlueCross up to a maximum of sixteen percent (16%) of the savings identified, unless an alternative reimbursement arrangement is agreed upon by BlueCross and the Host Blue, and these fees may be charged to Employer. In some cases, the Host Blue will engage a third party to assist in identification or collection of recovery amounts. When this occurs, the Host Blue may bill the lesser of the full amount of the third party fees or up to sixteen percent (16%) of the savings identified, unless an alternative reimbursement arrangement is agreed upon by BlueCross and the Host Blue, and these fees may be charged to Employer.

Unless otherwise agreed to by the Host Blue, for retroactive cancellations of membership, BlueCross will request the Host Blue to provide full refunds from participating healthcare providers for a period of only one year after the date of the Inter-Plan financial settlement process for the original claim. In some cases, recovery of claim payments associated with a retroactive cancellation may not be possible if, as an example, the recovery (a) conflicts with the Host Blue's state law or healthcare provider contracts, (b) would result from Shared Savings and/or Provider Incentive arrangements, and Care Coordination Fees or (c) would jeopardize the Host Blue's relationship with its participating healthcare providers, notwithstanding to the contrary any other provision of this Agreement.

1.4. Inter-Plan Programs: Federal/State Taxes/Surcharges/Fees

In some instances federal or state laws or regulations may impose a surcharge, tax or other fee that applies to self-funded accounts. If applicable, BlueCross will disclose any such surcharge, tax or other fee to Employer, which will be Employer's liability. See also Exhibit E, paragraph 6.

1.5. Nonparticipating Providers Outside BlueCross's Service Area.

1.5.1. Member Liability Calculation.

1.5.1.1. In General

When Covered Services are provided outside of BlueCross's service area by nonparticipating providers, the amount(s) a Member pays for such services will be based on either the Host Blue's nonparticipating healthcare provider local payment or the pricing arrangements required by applicable law. In these situations, the Member may be responsible for the difference between the amount that the nonparticipating provider bills and the payment BlueCross will make for the Covered Services as set forth in this paragraph. Payments for certain out-of-network services, including out-of-network emergency services, will be governed by applicable federal and state law.

1.5.1.2. Exceptions

In some exception cases, BlueCross may pay claims from nonparticipating healthcare providers outside of BlueCross's service area based on the provider's billed charge. This may occur in situations where a Member did not have reasonable access to a participating provider, as determined by BlueCross in BlueCross's sole and absolute discretion or by applicable law. In other exception cases, BlueCross may pay such claims based on the payment BlueCross would make if BlueCross were paying a nonparticipating provider inside of BlueCross's service area. This may occur where the Host Blue's corresponding payment would be more than BlueCross's in-service area nonparticipating provider payment, BlueCross may negotiate a payment. BlueCross may choose to negotiate a payment with such a provider on an exception basis.

Unless otherwise stated, in any of these exception situations, the Member may be responsible for the difference between the amount that the nonparticipating healthcare provider bills and the payment BlueCross will make for the Covered Services as set forth in this paragraph.

1.5.2. Fees and Compensation.

Employer understands and agrees to reimburse BlueCross for certain fees and compensation which we are obligated under applicable Inter-Plan

Arrangement requirements to pay to the Host Blues, to the Association and/or to vendors of Inter-Plan Arrangement-related services. The specific fees and compensation that are charged to Employer are set forth in Exhibit B. Fees and compensation under applicable Inter-Plan Arrangements may be revised from time to time as provided for in section 1.7 below.

1.6. Blue Cross Blue Shield Global® Core.

1.6.1. General Information.

If Members are outside the United States, the Commonwealth of Puerto Rico and the U.S. Virgin Islands (hereinafter: "BlueCard service area"), they may be able to take advantage of Blue Cross Blue Shield Global Core when accessing Covered Services. Blue Cross Blue Shield Global Core is unlike the BlueCard Program available in the BlueCard service area in certain ways. For instance, although Blue Cross Blue Shield Global Core assists Members with accessing a network of inpatient, outpatient and professional providers, the network is not served by a Host Blue. As such, when Members receive care from providers outside the BlueCard service area, the Members will typically have to pay the providers and submit the claims themselves to obtain reimbursement for these services.

1.6.1.1. Inpatient Services

In most cases, if Members contact the service center for assistance, hospitals will not require Members to pay for covered inpatient services, except for their cost-share amounts. In such cases, the hospital will submit Member claims to the service center to initiate claims processing. However, if the Member paid in full at the time of service, the Member must submit a claim to obtain reimbursement for Covered Services. **Members must contact BlueCross to obtain precertification for non-emergency inpatient services.**

1.6.1.2. Outpatient Services

Physicians, urgent care centers and other outpatient providers located outside the BlueCard service area will typically require Members to pay in full at the time of service. Members must submit a claim to obtain reimbursement for Covered Services.

1.6.1.3. Submitting a Blue Cross Blue Shield Global Core Claim

When Members pay for Covered Services outside the BlueCard service area, they must submit a claim to obtain reimbursement. For institutional and professional claims, Members should complete a Blue Cross Blue Shield Global Core claim form and send the claim form with the provider's itemized bill(s) to the service center address on the form to initiate claims processing. The claim form is available from BlueCross, the service center, or online at www.bcbsglobalcore.com. If Members need assistance with their claim submissions, they should call the

service center at 1.800.810.BLUE (2583) or call collect at 1.804.673.1177, 24 hours a day, seven days a week.

1.6.2. Blue Cross Blue Shield Global Core-Related Fees.

Employer understands and agrees to reimburse BlueCross for certain fees and compensation which we are obligated under applicable Inter-Plan Arrangement requirements to pay to the Host Blues, to the Association and/or to vendors of Inter-Plan Arrangement-related services. The specific fees and compensation that are charged to Employer under Blue Cross Blue Shield Global Core are set forth in Exhibit B. Fees and compensation under applicable Inter-Plan Arrangements may be revised from time to time as provided for in section 1.7 below.

1.7. Modifications or Changes to Inter-Plan Arrangement Fees or Compensation.

Modifications or changes to Inter-Plan arrangement fees are generally made effective January 1 of the calendar year, but they may occur at any time during the year. In the case of any such modifications or changes, BlueCross shall provide Employer with at least thirty (30) days' advance written notice of any modification or change to such Inter-Plan arrangement fees or compensation describing the change and the effective date thereof.

EXHIBIT H TO THE ADMINISTRATIVE SERVICES AGREEMENT

COBRA ADMINISTRATION PROVIDED BY BlueCross

In the event that any Member is entitled to continuation of their benefits under the Benefit Documents, BlueCross will continue to perform its duties under this Agreement with regard to that Member as outlined below. That Member shall be charged the amount allowed by law (currently, 102% of the premium equivalent charged to active Subscribers, and 150% if the Member is disabled). BlueCross's and Employer's obligations under this Exhibit shall terminate upon termination of this Agreement.

1. When an eligible employee (and/or his or her spouse) first enrolls in Employer's Plan, and Employer has notified BlueCross of this enrollment, BlueCross shall:

    1.1. Issue an initial COBRA notice to the eligible employee at the home address supplied by Employer. We will send a single notice to the eligible employee and spouse if BlueCross's information is that he or she reside at the same address and enrolled at the same time;

    1.2. Send a separate notice to the spouse, if:

        1.2.1. The spouse lives at a separate address from the eligible employee (and BlueCross is made aware of this by Employer prior to issuing the notice); or

        1.2.2. The spouse becomes enrolled in Employer's Plan at a different time from the eligible employee;

    1.3. Issue these notices within 14 days of the date Employer notifies BlueCross that the eligible employee and/or spouse has enrolled.

2. Once notified by Employer that a Subscriber and/or Dependents are eligible for COBRA continuation ("Eligible COBRA Participant"), BlueCross shall:

    2.1. Remove the Member(s) from Employer's eligible Member record at BlueCross;

    2.2. Send a COBRA Qualifying Event Notice to the Eligible COBRA Participant, along with enrollment forms and rate and benefit information within 14 days of receiving notice from Employer that a Qualifying Event has occurred;

    2.3. Send premium equivalent notices to the Eligible COBRA Participant, either by mail or other acceptable method;

    2.4. Collect all necessary payments and premium equivalents from said Member after the initial payment is submitted by Employer, in such amounts as directed by Employer, for all benefits selected to be continued by the Qualified Beneficiaries. If BlueCross does not receive the necessary payments from a Qualified Beneficiary, BlueCross will:

        2.4.1. Place a stop-pay on the Qualified Beneficiary's benefits; and

2.4.2. Cancel the Qualified Beneficiary's coverage at the end of the grace period.

2.5. Provide claims processing services;

2.6. Provide access to the Blue Network(s);

2.7. Provide all notices and other documentation required under COBRA on Employer's behalf once a Member goes on COBRA; and

2.8. Terminate the COBRA continuation coverage at the appropriate time.

2.9. When a notification of termination is generated, (i.e., for failure to submit the enrollment form and pay the applicable premium during the statutory election and/or grace period, non-payment of premium charges or expiration of the applicable eligibility period for COBRA continuation coverage) BlueCross will:

2.9.1. Notify the Qualified Beneficiary of the coverage termination, as well as the reason and effective date thereof;

2.9.2. Notify Employer of any termination of coverage;

2.9.3. Mail information regarding any available conversion coverage to the terminated Qualified Beneficiary.

2.10. When a Termination of Coverage letter is sent, it will be sent to the Member's current address, as contained in BlueCross's records.

2.11. If Employer terminates its Plan, BlueCross shall not send out Termination of Coverage letters.

3. Employer, as the Plan Administrator, shall:

3.1. Provide the eligibility information for all Qualified Beneficiaries to BlueCross with the monthly eligibility information;

3.2. Notify BlueCross, using BlueCross's form, that a Subscriber and/or Dependents are eligible for COBRA within 30 days of the Qualifying Event;

3.3. Collect the initial monthly premium equivalent from the Eligible COBRA Participant;

3.4. Provide timely notice of the following information (but in no event more than 30 days) to BlueCross in writing when a Qualifying Event occurs: (a) the name and address of the Qualified Beneficiaries; (b) type of qualifying event; (c) the date of the Qualifying Event; (d) the date that Employer-sponsored health coverage would otherwise terminate; (e) the Qualified Beneficiary's ID number; (f) the Qualified Beneficiary's date of birth; and (g) applicable payment for health and other benefits selected by the Qualified Beneficiaries; and

3.5. Notify BlueCross of any changes that it becomes aware of that might affect the Eligible COBRA Participant's coverage under COBRA.

4. ASF for COBRA-Related Services:

4.1. For Qualified Beneficiaries who have BlueCross-administered health benefits:

4.1.1. Employer shall pay BlueCross the ASF included in Exhibit B;

4.1.2. Employer shall pay BlueCross the same ASF for eligible COBRA Participants as is charged for Subscribers.

4.2. Payment for COBRA administration services is as follows:

4.2.1. For Qualified Beneficiaries who elect COBRA Continuation for BlueCross administered health benefits:

4.2.1.1. Employer shall pay to BlueCross the currently charged ASF for all Eligible COBRA Participants;

4.2.2. From each premium equivalent remitted by Eligible COBRA Participants, BlueCross shall:

4.2.2.1. Retain 2% of the premium equivalent received by BlueCross;

4.2.2.2. Credit Employer with the remainder of the premium equivalent received by BlueCross.

5. BlueCross will provide COBRA administration for all Members covered under Employer's Plan.

6. "Qualified Beneficiary" means each individual person who is eligible for COBRA continuation coverage, whether formerly covered under the BlueCross administered plan as a Subscriber or a dependent, or covered under another of Employer's benefits plans.

7. "Eligible COBRA Participant" means the group of a Subscriber and/or Dependents, whether formerly covered under the BlueCross or another of Employer's benefit plans, that have elected to be covered together as a family unit and are issued one invoice for COBRA Continuation Coverage by BlueCross.

EXHIBIT I TO THE ADMINISTRATIVE SERVICES AGREEMENT

HEALTH AND WELLNESS

1. Services.

1.1. Teladoc™ Health®. Teladoc Health provides access to practitioners via telephone, internet or other telecommunication device, whereby the Practitioner may diagnose a Member's ailment, recommend therapy and, where appropriate, write a non-DEA controlled prescription.

EXHIBIT J TO THE ADMINISTRATIVE SERVICES AGREEMENT

RESERVED

EXHIBIT K TO THE ADMINISTRATIVE SERVICES AGREEMENT

RESERVED

EXHIBIT L TO THE ADMINISTRATIVE SERVICES AGREEMENT

RESERVED

EXHIBIT M TO THE ADMINISTRATIVE SERVICES AGREEMENT

ONLINE ENROLLMENT SPECIFICATIONS THROUGH BlueCross SECURED WEBSITE

1. BlueCross's Duties and Responsibilities.

   1.1. BlueCross will provide a PIN for website access.

   1.2. BlueCross will provide instruction upon Employer's request. Such instruction may be done by telephone or personal contact.

   1.3. BlueCross will accept data and process enrollment, status change and termination requests in accordance with the eligibility guidelines.

   1.4. BlueCross has the right to audit Employer's data transmissions for accuracy and completeness.

2. Employer's Duties and Responsibilities.

   2.1. Employer will submit data only on eligible individuals.

   2.2. Employer is responsible for the accuracy and completeness of all data submitted.

   2.3. Employer will submit data on a timely basis in accordance with this Agreement.

   2.4. Employer assumes responsibility for notifying BlueCross when Employer's group administrator or enrollment contact changes, so that BlueCross can revoke that individual's website access. BlueCross will revoke access within 5 working days of being notified. If Employer does not inform BlueCross of any such change, and a former group administrator or enrollment contact enters fraudulent or incorrect information through the website, Employer is responsible for these actions.

EXHIBIT N TO THE ADMINISTRATIVE SERVICES AGREEMENT

GRIEVANCE SERVICES

This Exhibit describes duties regarding grievance services:

1. First Level Grievance.

   1.1. BlueCross shall conduct the first level grievance on Employer's behalf. For purposes of handling the first level Grievance, BlueCross is a limited fiduciary under ERISA.

   1.2. BlueCross shall have full discretionary authority to make eligibility, benefit, claim, or any other applicable benefit determinations.

   1.3. A written decision concerning the grievance shall be sent to Member within the timeframe set forth in the Benefit Documents.

   1.4. Member shall have the opportunity to submit written testimony and any additional written information to BlueCross. Oral testimony will not be permitted at the first level grievance.

   1.5. First level grievance is the only mandatory level of grievance.

2. Second Level Grievance.

   2.1. BlueCross shall conduct the second level grievance for Employer. For purposes of handling the second level Grievance, BlueCross is a limited fiduciary under ERISA.

   2.2. BlueCross shall have full discretionary authority to make eligibility, benefit, claim, or any other applicable benefit determinations.

   2.3. A written decision concerning the grievance shall be sent to Member within the timeframe set forth in the Benefit Documents.

   2.4. Member shall have the opportunity to present oral testimony and to provide additional information to BlueCross.

3. External Review.

   3.1. BlueCross shall coordinate the external review procedure on Employer's behalf. For purposes of handling the external review process, BlueCross is a limited fiduciary under ERISA.

   3.2. BlueCross's external review procedure shall be based on and follow the external review procedure set forth in the Tennessee Code Annotated.

   3.3. A written decision concerning the grievance shall be sent to Member within the timeframe set forth in the Benefit Documents.

4. Employer's grievance processes shall be subject to and comply with the review standards applicable to ERISA plans, whether or not it is otherwise governed by ERISA.

5. BlueCross shall, upon Employer's request, provide to Employer any grievance information related to a grievance handled by BlueCross.

6. Nothing shall establish a grievance process that contradicts any statement in this Exhibit.

7. BlueCross shall not be required to perform any grievance services not expressly stated in this Exhibit.

EXHIBIT O TO THE ADMINISTRATIVE SERVICES AGREEMENT

RESERVED

EXHIBIT P TO THE ADMINISTRATIVE SERVICES AGREEMENT

PHARMACY SERVICES

Employer has selected BlueCross to provide pharmacy benefit management services with respect to Employer's Plan.

1. Definitions.

The following definitions apply for purposes of this Exhibit only.

"Covered Drug(s)" means those prescription drugs, supplies, and other items that are covered under the Plan.

"Drug Formulary" means the list of FDA-approved prescription drugs and supplies developed by BlueCross's Pharmacy and Therapeutics Committee, or its delegate. The drugs and supplies included on the Drug Formulary will be modified by BlueCross, or its delegate, from time to time as a result of factors, including, but not limited to, medical appropriateness, pharmaceutical manufacturer Pharmacy Rebate arrangements, and patent expirations.

"Generic Drug" means a prescription or OTC drug that is therapeutically equivalent and interchangeable with Brand Drugs having an identical amount of the same active ingredient(s) and approved by the FDA through an Abbreviated New Drug Application (ANDA). For classification purposes, Generic Drug means any drug that is not a Brand Drug or Biosimilar Product. Unless the language expressly states otherwise, a Generic Drug does not include a Self-Administered Specialty Pharmacy Product.

"Home Delivery Network" means BlueCross's network of Participating Pharmacies where prescriptions are filled and delivered to Members via mail delivery service. The Home Delivery Network does not include pharmacies in the Specialty Pharmacy Network.

"Manufacturer Administrative Fees" means those administrative fees paid by manufacturers to the pharmacy benefit manager pursuant to a contract between the pharmacy benefit manager and the manufacturer in connection with the pharmacy benefit manager's administering, invoicing, allocating, and collecting Pharmacy Rebates.

"Member Submitted Claim" means a Prescription Drug Claim submitted by a Member for Covered Drugs dispensed by a Pharmacy for which the Member paid cash.

"Over the Counter Drug" or "OTC" means a drug available without a written prescription.

"Participating Pharmacy" means any pharmacy within BlueCross's Pharmacy network licensed to provide Covered Drugs to Members.

"Pharmacy Rebate" is revenue received by BlueCross from rebate aggregators or pharmaceutical manufacturers, which is related to Members' utilization of Covered Drugs. The following are specifically excluded from the definition of Pharmacy Rebate and shall be retained by BlueCross: (a) contractual obligations to BlueCross that require payment of a penalty or other amount to BlueCross if contractual obligations are not met; and (b) rebates attributable to any payment BlueCross receives for a Provider Administered Specialty Pharmacy Product claim as defined in Exhibit C; and (c) Manufacturer Administrative Fees.

"Prescription Drug Claim" means a Member Submitted Claim or claim for payment submitted by a Participating Pharmacy as a result of dispensing a Covered Drug to a Member.

"Retail 30 Network" means BlueCross's network of retail Participating Pharmacies that are permitted to dispense Covered Drugs to Members typically in a 30-day supply.

"Specialty Pharmacy Network" means for purposes of this Exhibit, BlueCross's network of Participating Pharmacies that are permitted to dispense Self-Administered Specialty Pharmacy Products to Members.

"Self- Administered Specialty Pharmacy Product" means those Specialty Pharmacy Products that a Member administers rather than a provider. Self-Administered Specialty Pharmacy Products can only be dispensed from a specialty pharmacy in the Specialty Pharmacy Network and must meet all three of the following criteria:

(a) Require in-depth patient teaching, coordination of care, and frequent monitoring to ensure successful use;

(b) Described by at least one of the following:

i. produced through genetic technology or biopharmaceutical processes;

ii. target a chronic, rare, genetic, or complex disease; or

iii. require unique handling, distribution, and/or administration; and

(c) Are set forth in the Drug Formulary which is maintained by BlueCross, or its delegate, (available at www.bcbst.com), as may be amended from time to time for any reason.

All the medications set forth in the Drug Formulary have been determined by BlueCross, or its delegate, to meet criteria (a) and (b) above. However, some products meeting criteria in (a) and (b) above may be excluded from the Drug Formulary. A Self-Administered Specialty Pharmacy Product may be added or removed from the Drug Formulary at any time for any reason.

2. Pharmacy Services.

BlueCross will provide the following pharmacy benefit management services:

Employer and Member Services	
Toll-free consumer advisor number for Members	Designated account team
Coordinated eligibility submission	Benefit plan setup
Member Submitted Claim processing	Electronic claims processing
Network Pharmacy Services	
Pharmacy help desk	Pharmacy reimbursement
Pharmacy network management	ePrescribing
Home Delivery Services	

Customer service for Members	Benefit education
Installment Payment Program	Prescription delivery – standard
Manage Automatic Refills and Renewals	Bridge supply
Specialty Pharmacy Network Services	
Benefit education	Prescription delivery – standard
Reporting Services	
Web-based client reporting	Billing reports
Website Services	
BlueAccess - access to benefit, drug, health and wellness information; prescription ordering capability; and customer service	Email a Pharmacist – 24/7 access to specialized pharmacists to answer non-urgent questions via email about medications.

Cost Containment and Trend Management Solutions		
Solution	**Description**	**Fee**
Formulary Management	Drug Formulary program based on evidence-based medicine, integrated utilization management leveraging best practice guidelines and physician expertise to comparatively review and assess new and existing drugs for safety, efficacy and cost control.	No Additional Fee
POS Safety Messaging	A concurrent drug utilization program designed to assist with preventing drug-related adverse events. Online, real-time drug utilization analysis is performed at the point of prescription dispensing, whether the dispensing occurs at the retail Pharmacy or at the home delivery Pharmacy.	No Additional Fee

Cost Containment and Trend Management Solutions		
Solution	**Description**	**Fee**
Utilization Management	Represents a wide variety of rules-driven programs such as prior authorization, quantity limits, and step therapy to manage trends in patient drug utilization and client drug spend. • Prior Authorization - Monitors the dispensing of high-cost medications and those with the potential for misuse by requiring special approval (authorization) for certain drugs. • Step Therapy - Manages drug costs by ensuring that patients try first-line (first step), clinically effective, lower-cost medications before they "step up" to a higher-cost medication. • Quantity Management - Sets dispensing limits for certain drugs based on FDA approved dosing guidelines.	No Additional Fee
Drug Coverage Determinations	Includes initial determinations and reconsideration processes and criteria for benefit design related requests, plan exclusion reviews (clinical or administrative reviews of non-Covered Drugs), copay reviews, plan limit reviews (e.g., age, gender, days' supply limits), administrative reviews, clinical benefit reviews and direct claim reject reviews. The initial determinations and reconsideration processes are in addition to and occur before the Grievance Procedure. Members may submit Grievances in accordance with the Grievance Procedure outlined in their EOC.	No Additional Fee
Integrated Benefit Management	Integrated solution that provides real-time shared deductible and out-of-pocket accumulations between the medical and pharmacy benefit.	No Additional Fee
Specialty Pharmacy Management	Program encourages the adherence to safe and effective use of specialty drugs according to prescribed regimens. The program achieves savings by establishing benefits for specialty prescriptions, limiting distribution to preferred vendors, establishing prior authorization criteria to assure appropriate utilization, and renegotiating of drug prices annually.	No Additional Fee

Cost Containment and Trend Management Solutions		
Solution	**Description**	**Fee**
Comprehensive Fraud, Waste and Abuse	Comprehensive Fraud Waste and Abuse (FWA) reviews claims on the provider, pharmacy, and member level to identify any abnormal filling practices. Once an entity has been identified as filling potentially fraudulent prescriptions, our criminal investigations team will review and implement mitigation strategies.	No Additional Fee
High Cost Claimant Review	An integrated management program targeting cost stratification and focused interventions for high dollar pharmacy claimants as part of a comprehensive Member population health solution.	No Additional Fee
Retail Vaccine Program	This preventive services program broadens the reach of flu and other vaccines while reducing costs by providing a convenient and less expensive alternative through the Retail 30 Network.	No Additional Fee
Drug Savings Review	Program to communicate with providers to suggest missing or alternate drug therapies for members taking certain medications. This program consists of algorithmic and clinician reviews that examine members' diagnoses and drug dosages, and when appropriate, recommends changes in therapy. When the algorithm identifies a potentially harmful prescription, specialty trained pharmacists notify the prescribing physician and vending pharmacist before the drug is dispensed.	No Additional Fee
Core Medication Management	Program for members with chronic conditions to ensure they are taking medications properly by addressing potential adherence issues and closing gaps in care. This program analyzes pharmacy claims data and notifies members and providers with refill and late to fill notifications per member's preferred method of communication.	No Additional Fee
Over the Counter (OTC) Savings	Program directs members to purchase OTC medications instead of prescriptions by promoting use of OTC alternatives to prescription drugs such as non-sedating antihistamines, histamine blockers, proton pump inhibitors and intranasal steroids.	No Additional Fee

Cost Containment and Trend Management Solutions		
Solution	**Description**	**Fee**
Cost Saver	Cost Saver utilizes a third-party contracted Participating Pharmacy network to enable Plan Members to take advantage of lower discount card prices, when available, while retaining the benefit of the drug utilization and clinical programs provided under the Plan. The program, which is eligible for non-specialty medications, is fully automated so it ensures members receive the lowest possible price without any additional discount cards.	No Additional Fee

2.1. Participating Pharmacies. The amount paid to the Participating Pharmacy for Prescription Drug Claims may or may not be equal to the amount charged to Employer, and BlueCross will absorb any negative margin or retain any positive margin. Subject to applicable law, BlueCross may communicate with Members regarding benefit design, cost savings, availability and use of the selected networks, as well as provide supporting services.

A list of Participating Pharmacies is available to Members on-line. BlueCross does not direct or exercise any control over the professional judgment exercised by any pharmacist providing pharmaceutical related services.

2.2. Any reports requested upon termination will incur an *ad hoc* fee. BlueCross shall not be obligated to release such report until the fee has been paid.

EXHIBIT Q TO THE ADMINISTRATIVE SERVICES AGREEMENT

PLAN CERTIFICATION FORM AND HIPAA ADDENDUM TO ADMINISTRATIVE SERVICES AGREEMENT (BUSINESS ASSOCIATE AGREEMENT)

This Business Associate Agreement ("BAA") is effective upon execution and amends and is made part of the Administrative Services Agreement ("Agreement") by and between BlueCross BlueShield of Tennessee ("BlueCross"), Town of Greeneville (Employer) assigned Employer Group Number 122053, and the Group Health Plan ("GHP").

The Agreement ("Agreement") is modified to incorporate the terms of this HIPAA Agreement to comply with the requirements of the implementing regulations at 45 Code of Federal Regulations ("C.F.R.") Parts 160-64 for the Administrative Simplification provisions of Title II, Subtitle F of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as modified by the Health Information Technology for Economic and Clinical Health Act, as incorporated in the American Recovery and Reinvestment Act of 2009 (the "HITECH Act"), and the implementing regulations (the "HIPAA Rules") that are applicable to BlueCross, along with any guidance and/or regulations issued by DHHS. BlueCross and GHP agree to incorporate into this HIPAA Agreement any regulations issued with respect to the HITECH Act that relate to the obligations of BlueCross. BlueCross recognizes and agrees that it is obligated by law to meet the applicable provisions of the HITECH Act.

1. Privacy of Protected Health Information.

a) **Permitted Uses and Disclosures.** BlueCross is permitted to use and disclose Protected Health Information that it creates or receives on GHP's behalf or receives from GHP (or another business associate of GHP) and to request Protected Health Information on GHP's behalf (collectively, "GHP's Protected Health Information") only as follows:

i) **Functions and Activities on GHP's Behalf.** BlueCross will be permitted to use and disclose GHP's PHI to perform functions, activities, services, and operations on behalf of GHP, consistent with the Privacy Rule and the HITECH Act as specified in the Agreement, including but not limited to: (a) management, operation, and administration of the GHP offered to Members; and (b) services set forth in the Agreement, which include payment activities, Health Care Operations, and Data Aggregation.

ii) **BlueCross's Operations.** For BlueCross's proper management and administration or to carry out BlueCross's legal responsibilities, provided that, with respect to disclosure of GHP's Protected Health Information, either:

A) The disclosure is Required by Law; or

B) BlueCross obtains reasonable assurance from any person or entity to which BlueCross will disclose GHP's Protected Health Information that the person or entity will:

1) Hold GHP's Protected Health Information in confidence and use or further disclose GHP's Protected Health Information only for the purpose for which BlueCross disclosed GHP's Protected Health Information to the person or entity or as Required by Law; and

2) Promptly notify BlueCross (who will in turn notify GHP in accordance with Section 4(a) of this HIPAA Agreement) of any instance of which the person or entity becomes aware in which the confidentiality of GHP's Protected Health Information was breached.

C) BlueCross also may use GHP's Protected Health Information to provide Data Aggregation Services. BlueCross may de-identify GHP's PHI it obtains or creates in the course of providing services to Employer.

b) **Minimum Necessary and Limited Data Set.** BlueCross's use, disclosure or request of Protected Health Information shall utilize a Limited Data Set if practicable. Otherwise, BlueCross will, in its performance of the functions, activities, services, and operations specified in Section 1(a) above, make reasonable efforts to use, to disclose, and to request of a Covered Entity only the minimum amount of GHP's Protected Health Information reasonably necessary to accomplish the intended purpose of the use, disclosure or request**,** except that BlueCross will not be obligated to comply with this minimum necessary limitation with respect to:

i) Disclosure to or request by a health care provider for Treatment;

ii) Use for or disclosure to an individual who is the subject of GHP's Protected Health Information, or that individual's personal representative;

iii) Use or disclosure made pursuant to an authorization compliant with 45 C.F.R. § 164.508 that is signed by an individual who is the subject of GHP's Protected Health Information to be used or disclosed, or by that individual's personal representative;

iv) Disclosure to the United States Department of Health and Human Services ("DHHS") in accordance with Section 5(a) of this HIPAA Agreement;

v) Use or disclosure that is Required by Law; or

vi) Any other use or disclosure that is excepted from the minimum necessary limitation as specified in 45 C.F.R. § 164.502(b)(2).

c) **Prohibition on Unauthorized Use or Disclosure.** BlueCross will neither use nor disclose GHP's Protected Health Information, except as permitted or required by the Agreement and this HIPAA Agreement or in writing by GHP or as Required by Law. This HIPAA Agreement does not authorize BlueCross to use or disclose GHP's Protected Health Information in a manner that will violate the 45 C.F.R. Part 164, Subpart E "Privacy of Individually Identifiable Health Information" ("Privacy Rule") if done by GHP, except as set forth in Section 1(a)(ii) of this HIPAA Agreement.

d) **Information Safeguards.**

i) **Privacy of GHP's Protected Health Information.** BlueCross will develop, implement, maintain, and use appropriate administrative, technical, and physical safeguards to protect the privacy of GHP's Protected Health Information. The safeguards must reasonably protect GHP's Protected Health Information from any intentional or unintentional use or disclosure in violation of the Privacy Rule, 45 C.F.R. Part 164, Subpart E and this

HIPAA Agreement, and limit incidental uses or disclosures made pursuant to a use or disclosure otherwise permitted by this HIPAA Agreement.

ii) **Security of GHP's Electronic Protected Health Information**. BlueCross will develop, implement, maintain, and use administrative, technical, and physical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic Protected Health Information that BlueCross creates, receives, maintains, or transmits on GHP's behalf as required by the Security Rule, 45 C.F.R. Part 164, Subpart C and as required by the HITECH Act. BlueCross also shall develop and implement policies and procedures and meet the Security Rule documentation requirements as required by the HITECH Act.

e) **Subcontractors and Agents.** BlueCross will require any of its subcontractors and agents, to which BlueCross is permitted by the Agreement and this HIPAA Agreement or in writing by GHP to disclose GHP's Protected Health Information, to provide reasonable assurance that such subcontractor or agent will comply with the same privacy and security safeguard obligations with respect to GHP's Protected Health Information that are applicable to BlueCross under this HIPAA Agreement.

2. Compliance with Transaction Standards. If BlueCross conducts in whole or part electronic Transactions on behalf of GHP for which DHHS has established Standards, BlueCross will comply, and will require any subcontractor or agent it involves with the conduct of such Transactions to comply, with each applicable requirement of the Transaction Rule, 45 C.F.R. Part 162. BlueCross will not enter into, or permit its subcontractors or agents to enter into, any Trading Partner Agreement in connection with the conduct of Standard Transactions on behalf of GHP that:

a) Changes the definition, data condition, or use of a data element or segment in a Standard Transaction;

b) Adds any data element or segment to the maximum defined data set;

c) Uses any code or data element that is marked "not used" in the Standard Transaction's implementation specification or is not in the Standard Transaction's implementation specification; or

d) Changes the meaning or intent of the Standard Transaction's implementation specification.

3. Individual Rights.

a) **Access.** BlueCross will, within 30 days following GHP's request, make available to GHP or, at GHP's direction, to an individual (or the individual's personal representative) for inspection and obtaining copies of GHP's Protected Health Information about the individual that is in BlueCross's custody or control, consistent with the requirements of 45 CFR § 164.524 so that GHP may meet its access obligations under 45 C.F.R. § 164.524 and, where applicable, the HITECH Act. BlueCross shall make such information available in an electronic format where directed by GHP.

b) **Amendment.** BlueCross will, upon receipt of written notice from GHP, promptly amend or permit GHP access to amend any portion of GHP's Protected Health Information, so that GHP may meet its amendment obligations under 45 C.F.R. § 164.526.

c) **Disclosure Accounting.** So that GHP may meet its disclosure accounting obligations under 45 C.F.R. § 164.528:

i) **Disclosures Subject to Accounting.** BlueCross will record the information specified in Section 3(c)(iii) below ("Disclosure Information") for each disclosure of GHP's Protected Health Information, not excepted from disclosure accounting as specified in Section 3(c)(ii) below, that BlueCross makes to GHP or to a third party.

ii) **Disclosures Not Subject to Accounting.** BlueCross will not be obligated to record Disclosure Information or otherwise account for the following disclosures of GHP's Protected Health Information:

A) That occurred before April 14, 2003;

B) For Treatment, Payment or Health Care Operations activities;

C) To an individual who is the subject of GHP's Protected Health Information disclosed, or to that individual's personal representative;

D) Pursuant to an authorization compliant with 45 C.F.R. § 164.508 that is signed by an individual who is the subject of GHP's Protected Health Information disclosed, or by that individual's personal representative;

E) For notification of and to persons involved in the care or payment related to the health care of an individual who is the subject of GHP's Protected Health Information disclosed and for disaster relief;

F) To law enforcement officials or correctional institutions in accordance with 45 C.F.R. § 164.512(k)(5);

G) For national security or intelligence purposes in accordance with 45 C.F.R. § 164.512(k)(2);

H) In a Limited Data Set;

I) Incident to a use or disclosure that BlueCross is otherwise permitted to make by the Agreement and this HIPAA Agreement; and

J) Otherwise excepted from disclosure accounting as specified in 45 C.F.R. § 164.528.

iii) **Disclosure Information.** With respect to any disclosure by BlueCross of GHP's Protected Health Information that is not excepted from disclosure accounting by Section 3(c)(ii) above, BlueCross will record the following Disclosure Information as applicable to the type of accountable disclosure made:

A) Disclosure Information Generally. Except for repetitive disclosures of GHP's Protected Health Information as specified in Section 3(c)(iii)(B) below and for disclosures for large Research

studies as specified in Section 3(c)(iii)(C) below, the Disclosure Information that BlueCross must record for each accountable disclosure are the requirements set forth in the HIPAA Privacy Rule, including, but not limited to: (i) the disclosure date, (ii) the name and (if known) address of the entity to which BlueCross made the disclosure, (iii) a brief description of GHP's Protected Health Information disclosed, and (iv) a brief statement of the purpose of the disclosure. BlueCross further shall provide any additional information to the extent required by the HITECH Act and any accompanying regulations.

B) **Disclosure Information for Repetitive Disclosures.** For repetitive disclosures of GHP's Protected Health Information that BlueCross makes for a single purpose to the same person or entity (including GHP), the Disclosure Information that BlueCross must record is either the Disclosure Information specified in Section 3(c)(iii)(A) above for each accountable disclosure, or (i) the Disclosure Information specified in Section 3(c)(iii)(A) above for the first of the repetitive accountable disclosures, (ii) the frequency, periodicity, or number of the repetitive accountable disclosures, and (iii) the date of the last of the repetitive accountable disclosures.

C) **Disclosure Information for Large Research Activities.** For disclosures of GHP's Protected Health Information that BlueCross makes for particular Research involving 50 or more individuals and for which an Institutional Review Board or Privacy Board has waived authorization during the period covered by an individual's disclosure accounting request, the Disclosure Information that BlueCross must record is (i) the name of the Research protocol or activity, (ii) a plain language description of the Research protocol or activity, including its purpose and criteria for selecting particular records, (iii) a brief description of the type of GHP's Protected Health Information disclosed for the Research, (iv) the dates or periods during which BlueCross made or may have made these disclosures, including the date of the last disclosure that BlueCross made during the period covered by an individual's disclosure accounting request, (v) the name, address, and telephone number of the Research sponsor and of the researcher to whom BlueCross made these disclosures, and (vi) a statement that GHP's Protected Health Information relating to an individual requesting the disclosure accounting may or may not have been disclosed for a particular Research protocol or activity. BlueCross will, upon request of GHP or an individual requesting the disclosure accounting, assist GHP or the individual to contact the Research sponsor and the researcher if it is reasonably likely that GHP's Protected Health Information relating to the individual was disclosed for the particular Research protocol or activity.

iv) **Availability of Disclosure Information.** Unless otherwise provided by applicable laws, BlueCross will maintain the Disclosure Information for at least 6 years following the date of the accountable disclosure to which the Disclosure Information relates.

Business Associate will make the Disclosure Information available to GHP within 60 days following GHP's request for such Disclosure Information to comply with an individual's request for disclosure accounting.

d) **Restriction Agreements and Confidential Communications.** BlueCross will comply with any agreement that GHP makes that either (i) restricts use or disclosure of GHP's Protected Health Information pursuant to 45 C.F.R. § 164.522(a), or (ii) requires confidential communication about GHP's Protected Health Information pursuant to 45 C.F.R. § 164.522(b), provided that GHP notifies BlueCross in writing of the restriction or confidential communication obligations that BlueCross must follow. GHP will promptly notify BlueCross in writing of the termination of any such restriction agreement or confidential communication requirement and, with respect to termination of any such restriction agreement, instruct BlueCross whether any of GHP's Protected Health Information will remain subject to the terms of the restriction agreement.

4. Privacy Obligation Breach and Security Incidents.

a) **Reporting.**

i) **Privacy Breach.** BlueCross will report to GHP any use or disclosure of GHP's Protected Health Information not permitted by the Agreement and this HIPAA Agreement or in writing by GHP. In addition, BlueCross will report, following discovery and without unreasonable delay, but in no event later than ten (10) business days following discovery, any "Breach" of "Unsecured Protected Health Information" as these terms are defined by the Breach Notification Regulation. BlueCross shall cooperate with GHP in investigating the Breach and in meeting the GHP's obligations under the Breach Notification Regulation and any other security breach notification laws.

ii) Any such report shall include the identification (if known) of each individual whose Unsecured Protected Health Information has been, or is reasonably believed by BlueCross to have been, accessed, acquired, or disclosed during such Breach. BlueCross will make the report to GHP's Privacy Division not more than twenty (20) business days after BlueCross's notice pursuant to subsection (i). BlueCross's will report the following as information is available:

A) Identify the nature of the non-permitted access, use or disclosure, including the date of the Breach and the date of discovery of the Breach;

B) Identify GHP's Protected Health Information accessed, used or disclosed as part of the Breach (e.g., full name, social security number, date of birth, etc.); and

C) Identify who made the non-permitted access, use or disclosure and who received the non-permitted disclosure.

iii) **Security Incidents.** BlueCross will report to GHP any attempted or successful (A) unauthorized access, use, disclosure, modification, or destruction of GHP's Electronic Protected Health Information or (B) interference with BlueCross's system operations in BlueCross's information systems, of which BlueCross becomes aware. BlueCross will

make this report upon GHP's request, except if any such security incident resulted in a disclosure of GHP's Protected Health Information not permitted by this HIPAA Agreement, BlueCross will make the report in accordance with Section 4(a)(i) above.

b) **Termination of Agreement.**

i) **Right to Terminate for Breach.** GHP may terminate Agreement if it determines, in its sole discretion, that BlueCross has breached any provision of this HIPAA Agreement and upon written notice to BlueCross of the breach, BlueCross fails to cure the breach within 30 days after receipt of the notice. GHP may exercise this right to terminate Agreement by providing BlueCross written notice of termination, stating the failure to cure the breach of the HIPAA Agreement that provides the basis for the termination. Any such termination will be effective immediately or at such other date specified in GHP's notice of termination. If for any reason GHP determines that BlueCross has breached the terms of this HIPAA Agreement and such breach has not been cured, but GHP determines that termination of the Agreement is not feasible, GHP may report such breach to the U.S. Department of Health and Human Services.

ii) BlueCross may terminate Agreement if it determines, after reasonable consultation with GHP, that GHP has breached any material provision of this HIPAA Agreement and upon written notice to GHP of the breach, GHP fails to cure the breach within 30 days after receipt of the notice. BlueCross may exercise this right to terminate Agreement by providing GHP written notice of termination, stating the failure to cure the breach of the HIPAA Agreement that provides the basis for the termination. Any such termination will be effective upon such reasonable date as the parties mutually agree. If BlueCross reasonably determines that GHP has breached the terms of this HIPAA Agreement and such breach has not been cured, but BlueCross and GHP mutually determine that termination of the Agreement is not feasible, BlueCross may report such breach to the U.S. Department of Health and Human Services.

iii) **Obligations on Termination.**

A) Return or Destruction of GHP's Protected Health Information as Feasible. Upon termination or other conclusion of Agreement, BlueCross will, if feasible, return to GHP or destroy all of GHP's Protected Health Information in whatever form or medium, including all copies thereof and all data, compilations, and other works derived therefrom that allow identification of any individual who is a subject of GHP's Protected Health Information. BlueCross will require any subcontractor or agent, to which BlueCross has disclosed GHP's Protected Health Information as permitted by Section 1(e) of this HIPAA Agreement, to if feasible return to BlueCross (so that BlueCross may return it to GHP) or destroy all of GHP's Protected Health Information in whatever form or medium received from BlueCross, including all copies thereof and all data, compilations, and other works derived therefrom that allow identification of any individual who is a subject of GHP's Protected Health Information, and certify on oath to BlueCross that all such

information has been returned or destroyed. BlueCross will complete these obligations as promptly as possible, but not later than 60 days following the effective date of the termination or other conclusion of Agreement.

B) **Procedure When Return or Destruction Is Not Feasible.** BlueCross will identify any of GHP's Protected Health Information, including any that BlueCross has disclosed to subcontractors or agents as permitted by Section 1(e) of this HIPAA Agreement, that cannot feasibly be returned to GHP or destroyed and explain why return or destruction is infeasible. Where GHP agrees that such return or destruction is infeasible, BlueCross will limit its further use or disclosure of such information to those purposes that make return or destruction of such information infeasible. If GHP does not agree, subparagraph A above shall apply. BlueCross will require such subcontractor or agent to limit its further use or disclosure of GHP's Protected Health Information that such subcontractor or agent cannot feasibly return or destroy to those purposes that make the return or destruction of such information infeasible. BlueCross will complete these obligations as promptly as possible, but not later than 60 days following the effective date of the termination or other conclusion of Agreement.

C) **Continuing Privacy and Security Obligation.** BlueCross's obligation to protect the privacy and safeguard the security of GHP's Protected Health Information as specified in this HIPAA Agreement will be continuous and survive termination or other conclusion of Agreement and this HIPAA Agreement.

D) **Other Obligations and Rights.** BlueCross's other obligations and rights and GHP's obligations and rights upon termination or other conclusion of Agreement will be those set out in the Agreement.

c) **Indemnity.** BlueCross will indemnify and hold harmless GHP and any GHP affiliate, officer, director, employee or agent from and against any claim, cause of action, liability, damage, cost or expense, including attorneys' fees and court or proceeding costs, arising out of or in connection with any non-permitted use or disclosure of GHP's Protected Health Information or other breach of this HIPAA Agreement by BlueCross or any subcontractor or agent under BlueCross's control.

i) **Right to Tender or Undertake Defense.** If GHP is named a party in any judicial, administrative or other proceeding arising out of or in connection with any non-permitted use or disclosure of GHP's Protected Health Information or other breach of this HIPAA Agreement by BlueCross or any subcontractor or agent under BlueCross's control, GHP will have the option at any time either (A) to tender its defense to BlueCross, in which case BlueCross will provide qualified attorneys, consultants, and other appropriate professionals to represent GHP's interests at BlueCross's expense, or (B) undertake its own defense, choosing the attorneys, consultants, and other appropriate professionals to represent its interests, in which case BlueCross will be responsible for and pay the reasonable fees and expenses of such attorneys, consultants, and other professionals.

ii) **Right to Control Resolution.** GHP will have the sole right and discretion to settle, compromise or otherwise resolve any and all claims, causes of actions, liabilities or damages against it, notwithstanding that GHP may have tendered its defense to BlueCross. Any such resolution will not relieve BlueCross of its obligation to indemnify GHP under this Section 4(c).

5. General Provisions.

a) **Inspection of Internal Practices, Books, and Records.** BlueCross will make its internal practices, books, and records relating to its use and disclosure of GHP's Protected Health Information available to GHP and to DHHS to determine GHP's compliance with the Privacy Rule, 45 C.F.R. Part 164, Subpart E.

b) **Definitions.** The terms "Covered Entity," "Electronic Protected Health Information," "Protected Health Information," "Standard," "Trading Partner Agreement," and "Transaction" have the meanings set out in 45 C.F.R. § 160.103. The term "Standard Transaction" has the meaning set out in 45 C.F.R. § 162.103. The term "Required by Law" has the meaning set out in 45 C.F.R. § 164.103. The terms "Health Care Operations," "Payment," "Research," and "Treatment" have the meanings set out in 45 C.F.R. § 164.501. The term "Limited Data Set" has the meaning set out in 45 C.F.R. § 164.514(e). The term "use" means, with respect to Protected Health Information, utilization, employment, examination, analysis or application within Business Associate. The terms "disclose" and "disclosure" mean, with respect to Protected Health Information, release, transfer, providing access to or divulging to a person or entity not within Business Associate. For purposes of this HIPAA Agreement, GHP's Protected Health Information encompasses GHP's Electronic Protected Health Information. Any other capitalized terms not identified here shall have the meaning as set forth in the HIPAA Rules.

c) **Amendment to Agreement.** Upon the compliance date of any final regulation or amendment to final regulation promulgated by DHHS that affects BlueCross's use or disclosure of GHP's Protected Health Information or Standard Transactions, the Agreement and this HIPAA Agreement will automatically amend such that the obligations imposed on BlueCross remain in compliance with the final regulation or amendment to final regulation.

d) **Other Acceptable Forms of this HIPAA Agreement.** The following shall have the same legal effect as an original: facsimile copy, imaged copy, scanned copy, or an electronic version.

e) **Communications.** Member requests or other communications or notices required or contemplated by this HIPAA Agreement shall be in writing and shall be delivered by hand, by overnight courier service, or by first class mail, postage prepaid, addressed to the appropriate party at the address below, or to such other party or address as may be hereafter specified by written notice:

BlueCross BlueShield of Tennessee, Inc.
Privacy Office 1.4
1 Cameron Hill Circle
Chattanooga, TN 37402
Telephone: 888-455-3824

Member requests or other communications or notices shall be considered effectively given as of the date of hand delivery; as of the date specified for overnight courier service delivery; or as of three (3) business days after the date of mailing.

6. Conflicts. The terms and conditions of this HIPAA Agreement will override and control any conflicting term or condition of the Agreement. All nonconflicting terms and conditions of the Agreement remain in full force and effect.

IN WITNESS WHEREOF, GHP and BlueCross execute this HIPAA Agreement in multiple originals to be effective on the last date written below.

BlueCross BlueShield of Tennessee, Inc.	**Town of Greeneville**
By:	By
Printed Name: John Maki	Printed Name: Patsy Fuller
Its: Vice President, Sales & Account Management	Its: HR Director
Date: March 20, 2014	Date: 3/25/14

EXHIBIT R TO THE ADMINISTRATIVE SERVICES AGREEMENT

RESERVED

EXHIBIT S TO THE ADMINISTRATIVE SERVICES AGREEMENT

AUDITS and RECORDS

1. Audit of BlueCross.

1.1. Audits Generally. During the term of this Agreement, Employer may audit BlueCross, at Employer's own expense, in accordance with the following requirements:

1.1.1. Employer shall provide a written audit request to BlueCross at least 45 days in advance of the requested audit date. Such request shall include the requested audit date, the requested auditor, the manner of compensation for the auditor, and information about the nature, purpose, scope and objectives of the audit.

1.1.2. Employer and BlueCross will agree on an independent, third party auditor to conduct the audit ("Auditor").

1.1.3. The audit shall be conducted in accordance with the terms of BlueCross's standard audit agreement and this Agreement. The audit agreement shall be finalized and executed by BlueCross, the Auditor, and Employer prior to the commencement of the audit.

1.1.4. The audit shall be limited in scope to claims paid within the 12 months prior to the date the Audit Agreement is executed by the final signatory ("Audit Time Period").

1.1.5. Employer agrees that its audit rights are limited to BlueCross and do not extend to BlueCross's vendors or subcontractors. Any BlueCross audit shall be performed based on the information in BlueCross's records.

1.1.6. With respect to any audit, claims adjustments will be based on actual claims reviewed and not upon sampling, statistical projections or extrapolations.

1.1.7. The Parties agree that claims adjudicated following BlueCross's claims processing guidelines shall be deemed to have been properly adjudicated, including, but not limited to, the claims processed through the BlueCard program.

1.1.8. BlueCross shall be required to supply only such information which is in its possession and which is reasonably necessary for Employer to administer the Plan or for the auditor to perform its duties provided in the mutually agreed upon agreement, provided that such disclosure is not prohibited by any third party contracts to which BlueCross is a signatory or any requirements of the law. Employer hereby represents that, to the extent any disclosed information contains personally identifiable or health information about a Member, the Member has authorized disclosure to Employer or Employer otherwise has the legal authority to have access to such information.

1.1.9. Employer shall not hire a third party to conduct a contingent fee audit, where the third party's compensation, in whole or in part, is based on a percentage of errors (or savings, or uncovered recoveries, etc.), which may be found by the third party in its audit. BlueCross may request, and Employer will provide, the proposal for compensation of any requested auditor.

1.2. Medical Claims Audits.

1.2.1. While this Agreement is in effect, Employer may perform one medical claims audit during each calendar year.

1.2.2. After the termination of this Agreement by either Party and any applicable run-out period, Employer may perform one medical claims audit during the 15 months after the effective date of termination. With respect to medical claims audits, medical claims include claims for Provider Administered Specialty Pharmacy Products when BlueCross has agreed to administer those claims.

1.2.3. The only claims subject to audit are those claims paid during the Audit Time Period. Any claims paid prior to the Audit Time Period shall not be subject to audit.

1.2.4. For each Audit Time Period, no more than 250 claims shall be selected for review.

1.2.5. Claims audits will be conducted using the Benefit Plan approved by and in the possession of BlueCross and that was in effect at the time the claims being audited were adjudicated. Submitting the Benefit Plan to BlueCross later than six (6) months after the start of the applicable Benefit Period will cause Employer to lose its right to audit that Benefit Period.

1.3. Pharmacy Claims Audits.

1.3.1. While this Agreement is in effect, Employer may perform one pharmacy claims audit during each calendar year.

1.3.2. After the termination of this Agreement by either Party and any applicable run-out period, Employer may perform one pharmacy claims audit during the 15 months after the effective date of termination.

1.3.3. The only claims subject to audit are those claims paid during the Audit Time Period. Any claims paid prior to the Audit Time Period shall not be subject to audit.

1.3.4. For each Audit Time Period, no more than 250 claims shall be selected for review.

1.3.5. Claims audits will be conducted using the Benefit Plan approved by and in the possession of BlueCross and that was in effect at the time the claims being audited were adjudicated. Submitting the Benefit Plan to BlueCross

later than six (6) months after the start of the applicable Benefit Period will cause Employer to lose its right to audit that Benefit Period.

1.4. Clinical Process Audits.

1.4.1. In lieu of an audit identified above, Employer may perform one clinical process audit during each calendar year that this Agreement is in effect.

1.4.2. Employer shall have no right to conduct a clinical process audit upon termination of this Agreement.

1.4.3. The only processes subject to audit are those processes that were performed by BlueCross during the Audit Time Period. Any process performed by BlueCross prior to the Audit Time Period shall not be subject to audit.

1.4.4. With respect to a clinical process audit, the audit, scope and methodology will be consistent with generally acceptable auditing standards.

1.4.5. For each Audit Time Period, no more than 25, randomly selected case files shall be reviewed as part of a clinical process audit.

2. Reports. BlueCross will provide to Employer reports as specified in Exhibit B.

3. Books and Records. BlueCross shall maintain books and records directly related to its payment of claims on behalf of Employer pursuant to this Agreement, in accordance with its customary business practices. Upon execution of an applicable agreement relating to use and confidentiality, BlueCross shall make such books and records available for inspection by authorized representatives of Employer at BlueCross's home office, during normal business hours, upon reasonable advance written request, at Employer's expense, during the term of this Agreement and for 6 years from the date of the Final Settlement. The required agreement shall be determined by BlueCross based on the intended use of

EXHIBIT T TO THE ADMINISTRATIVE SERVICES AGREEMENT

RESERVED

EXHIBIT U TO THE ADMINISTRATIVE SERVICES AGREEMENT

RESERVED

EXHIBIT V TO THE ADMINISTRATIVE SERVICES AGREEMENT

RESERVED

EXHIBIT W TO THE ADMINISTRATIVE SERVICES AGREEMENT

SHARED SAVINGS

BlueCross will perform recovery services in the identified areas and, as compensation for these services, BlueCross will retain a percentage of any recovery ("Shared Savings") as identified below. Shared Savings will be taken in accordance with BlueCross's administrative processes. Shared Savings will be reconciled via reporting updated on a weekly basis.

1. Legal Recoveries. BlueCross may represent the interest of Employer in any litigation against a third party where the claims are related to subrogation or overpayments for pharmaceutical products, medical devices, durable medical equipment/supplies, and/or other such claims resulting in causes of action described below. This representation grants BlueCross the ability to identify, pursue, negotiate settlements of, and/or recover direct legal or equitable claims related to the services performed pursuant to this Agreement. Employer grants to BlueCross the specific authority and discretion to opt Employer in or out of any class or direct settlement in which both BlueCross and/or Employer may be considered class members or settling parties, and the authority to pursue any recoveries for claims paid as a result of fraud, abuse or other inappropriate action by a third party. These claims include, but are not limited to, all legal claims Employer can assert whether based on common law or statute, such as RICO, antitrust, deceptive trade practices, consumer fraud, insurance fraud, unjust enrichment, breach of fiduciary duty, breach of contract, breach of covenant of good faith and fair dealing, torts (including fraud, negligence and product liability), breach of warranty, medical monitoring, false claims and kickbacks. If BlueCross obtains a recovery from any of these efforts, BlueCross will reimburse Employer's pro rata share of the recovery. This share is calculated from the Employer's claims history of Covered Members at the time of such recovery, less the Employer's pro rata share of the costs, if any, fees paid to outside counsel and any other costs incurred in obtaining a recovery. BlueCross will not charge the Employer for any costs if BlueCross does not obtain a recovery that exceeds those costs. The authority granted herein survives the termination of this Agreement.

   1.1. Subrogation Recoveries.

      1.1.1. BlueCross will enforce Employer's subrogation rights. For all subrogation recoveries received on or after January 1, 2023, BlueCross will retain a fee of 39% of the gross subrogation recovery. Employer is responsible for payment of: (a) any outside attorneys' fees incurred in enforcing Employer's subrogation rights; and (b) any other expenses arising in connection with litigation to enforce its subrogation interest, including, but not limited to, court costs and discovery expenses.

      1.1.2. For any recoveries received before the Process Conclusion Date, BlueCross will deduct its fee, and any expenses associated with the litigation. The remaining amount is the net recovery, and the amount that Employer will receive as a credit.

1.2. Mass Tort Recoveries.

1.2.1. BlueCross will perform mass tort recoveries on behalf of Employer. BlueCross will retain a fee of 39% of all mass tort recoveries received on or after January 1, 2023.

1.2.2. For any recoveries received before the Process Conclusion Date, BlueCross will deduct its fee, the attorneys' fee (if any) and any other litigation expenses from each recovery amount received. This net recovery is the amount that Employer will receive as a credit.

1.3. Class Action Recoveries.

1.3.1. BlueCross will perform class action recoveries on behalf of Employer. BlueCross will retain a fee of 39% of all class action recoveries received on or after January 1, 2023.

1.3.2. For any recoveries received before the Process Conclusion Date, BlueCross will deduct its fee, the attorneys' fee (if any) and any other litigation expenses from each recovery amount received. This net recovery is the amount that Employer will receive as a credit.

2. Audit Services. BlueCross will conduct audits in varying manners and forms, including but not limited to, pre-payment claims audits, post-payment claims audits, eligibility overpayment audits, and provider audits. BlueCross, in its sole discretion, will determine when and how to conduct such activities and nothing in this Agreement shall limit BlueCross's right or authority to conduct such activities. When BlueCross identifies an overpayment or prevents an overpayment from occurring as a result of these activities, BlueCross will retain 39% of any such overpayment recoveries or overpayment prevention savings. Savings are determined at the time of the initial audit finding. For audit services performed before the Process Conclusion Date, BlueCross will credit Employer for any savings, less the BlueCross retention amount, as appropriate.

3. Coordination of Benefit Services. BlueCross will conduct coordination of benefits activities. BlueCross, in its sole discretion, will determine when and how to conduct such activities and nothing in this Agreement shall limit BlueCross's right or authority to conduct such activities. When BlueCross identifies an overpayment or prevents an overpayment from occurring as a result of these activities, BlueCross will retain 39% of any such overpayment recoveries or overpayment prevention savings. Savings are determined at the time of the initial finding. For coordination of benefit services performed before the Process Conclusion Date, BlueCross will credit Employer for any savings, less the BlueCross retention amount, as appropriate.

4. Enhanced Payment Integrity Services. BlueCross, or its delegate, may conduct pre-payment and post payment enhanced claim integrity reviews. BlueCross, or its delegate, will determine whether and in what manner to conduct such activities, and notwithstanding any provision of this Agreement to the contrary, Employer authorizes BlueCross to conduct such activities. When the enhanced claim integrity review identifies an overpayment or prevents an overpayment from occurring, BlueCross will retain 39% of

any such recoveries or prevention savings. Savings are determined at the time of the initial audit finding.

5. Provider Administered Specialty Pharmacy Product Rebates. BlueCross may receive rebates and other consideration related to claims for Provider Administered Specialty Pharmacy Products ("Provider Administered Specialty Pharmacy Product Rebates"). BlueCross retains 100% of Provider Administered Specialty Product Rebates. Contractual obligations to BlueCross that require payment of a penalty or other amount to BlueCross if contractual obligations are not met are specifically excluded from the definition of Provider Administered Specialty Pharmacy Product Rebates and shall be retained by BlueCross.

6. Pharmacy Rebates.

   6.1. For Pharmacy Rebates based on service dates occurring on or after January 1, 2018, Employer will receive 100% of Pharmacy Rebates (as defined in Pharmacy Services Exhibit).

7. Out-of-Network Cost Management Program. When permitted by Association rules and guidelines, BlueCross will calculate a reduction in billed charges for Members' claims for Covered Services received from Out-of-Network Providers (as defined in Exhibit C, Section 5.4). Claims eligible for this service must meet BlueCross's established criteria. As consideration for this service, BlueCross shall receive a fee of fifteen percent (15%) of the reduction of billed charges. This program excludes claims subject to the No Surprises Act.

EXHIBIT X TO THE ADMINISTRATIVE SERVICES AGREEMENT

RESERVED

AGENDA ITEM NO. 8.6

Item Cover Page

GREENEVILLE CITY COUNCIL AGENDA ITEM REPORT

DATE: March 18, 2025

SUBMITTED BY: Cathy Osborne, Parks & Recreation

ITEM TYPE: Purchase

AGENDA SECTION: New Business

SUBJECT: Consideration to approve the purchase of a mower for the Parks and Recreation Department.

SUGGESTED ACTION: This will be purchased through Omnia contract and is a budgeted item.

ATTACHMENTS:
Omnia, eXmark Mower.pdf

Butch Patterson

From: Scott Roemer <sroemer@powereqp.com>
Sent: Thursday, March 14, 2024 9:03 AM
To: Butch Patterson
Cc: Jason@ByPass; BypassLandG@gmail.com
Subject: Exmark Omnia Pricing and ID Number
Attachments: 2024OMNIAPriceList-110123.xlsx

Mr. Patterson,

I found an Omnia account number for Town of Greeneville:

ID	Organization Name	Street Address	Address2
5129786	Town Of Greeneville	200 N College St	

Also the current Omnia contract pricing for the full line is attached for Contract # 20469.

Please feel free to reach out if you have any questions.

Thank you,

Scott Roemer | Regional Sales Manager

E: SRoemer@powereqp.com
P: 1-800-955-4655
C: 404-787-1363

POWER EQUIPMENT DISTRIBUTORS
www.powereqp.com
McDonough, GA

Contract #
20469

OMNIA PARTNERS

NATIONALIPA U.S.COMMUNITIES

TRACTORS, MOWERS, AND OTHER EQUIPMENT, PARTS, AND SERVICES
Executive Summary

Lead Agency: Cobb County, GA

Solicitation: 22-6640

RFP Issued: January 28, 2022

Pre-Proposal Date: February 14, 2022

Response Due Date: March 10, 2022

Proposals Received: #4

Awarded to: Exmark Manufacturing Company, Inc.

The Cobb County Purchasing Department issued RFP 22-6640 on January 28, 2022, to establish a national cooperative contract for Tractors, Mowers, and Other Equipment, Parts, and Services.

The solicitation included cooperative purchasing language in General Definition of Products and/or Services – National Contract:

Cobb County, GA, as the Principal Procurement Agency, defined in Attachment A, has partnered with OMNIA Partners, Public Sector ("OMNIA Partners") to make the resultant contract (also known as the "Master Agreement" in materials distributed by OMNIA Partners) from this solicitation available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through OMNIA Partners' cooperative purchasing program. Cobb County, GA is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners (a "Participating Public Agency") and by using the Master Agreement, any such Participating Public Agency agrees that it is registered with OMNIA Partners, whether pursuant to the terms of a Master Intergovernmental Cooperative Purchasing Agreement, a form of which is attached hereto on Attachment A, or as otherwise agreed to. Attachment A contains additional information about OMNIA Partners and the cooperative purchasing program.

Notice of the solicitation was sent to potential offerors, as well as advertised in the following:

- Cobb County, GA's website
- OMNIA Partners website
- USA Today, nationwide
- Arizona Business Gazette, AZ
- San Bernardino Sun, CA
- Honolulu Star-Advertiser, HI
- The Advocate – New Orleans, LA
- New Jersey Herald, NJ

- Times Union, NY
- Daily Journal of Commerce, OR
- The State, SC
- Houston Community Newspapers, Cy Creek Mirror, TX
- Deseret News, UT
- Richmond Times, VA
- Seattle Daily Journal of Commerce, WA
- Helena Independent Record, MT
- Kennebec ME Journal

Socio-economic Outreach: To encourage participation of small businesses, minority owned businesses and women owned businesses, Historically Underutilized Businesses were notified of the Request for Proposal.

On March 10, 2022 proposals were received from the following offerors:

- Energreen America
- Exmark Manufacturing Company, Inc.
- Moridge Manufacturing, Inc.
- Textron Specialized Vehicles

There was an additional proposal submitted by an offeror that was deemed non-responsive.

The proposals were evaluated by an evaluation committee. Using the evaluation criteria established in the RFP, the committee elected to enter into negotiations with Exmark Manufacturing Company, Inc. and proceeding with contract award upon successful completion of negotiations.

Geographic Preferences: No geographic preferences were included in the evaluation of the responses.

Cobb County, GA, OMNIA Partners and Exmark Manufacturing Company, Inc. successfully negotiated a contract, and Cobb County, GA executed the agreement with a contract effective date of May 15, 2022.

Contract includes: Full line of Exmark products for mowing and turf care. Line includes walk-behinds, zero-turn riders, stand-on mowers, aerators, stand-on spreader/sprayers, rotary broom, slice seeder, as well as select accessories. Some equipment features include rear discharge, electronic fuel injection (EFI), RED On-Board Intelligence, and Oil Guard Systems. Distributors and dealers also offer the following services: product set-up and basic operational training, installation of any Exmark accessories purchased with a machine, product safety training, preventative maintenance training, product demonstrations prior to purchase, Hydro Drive Life Extension Program for Lazer Z and Radius X-Services, OEM parts purchasing online or in-store.

Term:

Initial three-year agreement from May 15, 2022 through May 14, 2025 with the option to renew for two (2) additional 12-month periods through May 14, 2027.

Pricing/Discount: Price list attachment for current product list prices and proposed discount pricing available upon request. Exmark wholegoods including mowers and turf management equipment 27.5% off current list price. Accessories including UltraVac baggers, completing or drive kits, and turf management accessories to receive a discount of 15% off current list price.

Prepared For

town of greeneville
bpatterson@greenevilletn.net

Prepared By

Jason Cobble
Bypass Lawn and Garden (#150S166)
104 Village Dr Ste 1
Greeneville, TN 37745
(423) 787-0888
bypasslandg@gmail.com

Quote # **1050124**
Quote Type **OMNIA**
Created On **3/11/2025**

nage	Equipment	CSP	Quote Price	Quantity	Extende Pric
	2025 Lazer Z X-Series 25.5 HP* Kaw FX801V w/ 60" UltraCut Series 6 Deck, Adapt & Wide Semi-Pneum Tires (LRX801GKA606Q1)	$16,899.00	$13,600.00	1	$13,600.0

Notes

Equipment Total	$13,600.0(
Sales Tax (0.000%)	$0.0(
Total	$13,600.0(

DUE TO THE VOLATILE COMMODITY MARKET, PRICING IS SUBJECT TO CHANGE AND IS NO FIRM UNTIL PRODUCT DELIVERY BY YOUR LOCAL DEALEF

PRICES SHOWN ARE IN USC

AGENDA ITEM NO. 8.7

Item Cover Page

GREENEVILLE CITY COUNCIL AGENDA ITEM REPORT

DATE: March 18, 2025

SUBMITTED BY: Cathy Osborne, Administration

ITEM TYPE: Proposal

AGENDA SECTION: New Business

SUBJECT: Consideration to approve a proposal for an appraisal of Town property located on Locust Street and in the Hardin Industrial Complex.

SUGGESTED ACTION:

ATTACHMENTS:
Bid and Proposal Summary Sheet for Town Property at Hardin Industrial Complex and Locust Street.pdf

GREENEVILLE
TENNESSEE

Greeneville Bid/Proposal Summary Sheet

Project Name & Description:
Hardin Industrial Complex Appraisal Parcel: 086 062.01 and 086 063.00

	Vendor	Cost	Requirements Met? Y/N	Comments
Submission #1	Green Commercial Realty, Inc. Attn: Michael Green		Yes ☐ No ■	252 Snyder Road Johnson City, TN 37615 423-677-8494
Submission #2	Garrison Group	$4,500.00 + $3,000-3,500	Yes ■ No ☐	206 Princeton Road, Suite 29 Johnson City, TN 37601 423-477-2940
Submission #3	Johnson City Real Estate Appraisers		Yes ☐ No ■	301 Ivanhoe Johnson City, TN 37601
Submission #4	Nancy Point Appraisals		Yes ☐ No ■	607 E. Main Street Rogersville, TN 37857
Submission #5			Yes ☐ No ☐	
Submission #6			Yes ☐ No ☐	
G/L Code/Line Item #:				
Recommendation	The recommendation is to proceed forward w/Garrison Group, April 2025			
City Council Approval ☐	State Contract ☐	Low Bid ☐	Sourcewell ☐ OMNIA Part ☐ TIPS ☐ Buy Board ☐	Sole Source ☐
If state contract or purchasing cooperative list contract number_____				

GREENEVILLE
TENNESSEE

Greeneville Bid/Proposal Summary Sheet

Project Name & Description:
Locust Street Property- 098C E015.00 and 098C E016.00

	Vendor	Cost	Requirements Met? Y/N	Comments
Submission #1	Green Commercial Realty, Inc. Attn: Michael Green		Yes ☐ No ■	252 Snyder Road Johnson City, TN 37615 423-677-8494
Submission #2	Garrison Group	$3,000.00	Yes ■ No ☐	206 Princeton Road, Suite 29 Johnson City, TN 37601 423-477-2940
Submission #3	Johnson City Real Estate Appraisers		Yes ☐ No ■	301 Ivanhoe Johnson City, TN 37601
Submission #4	Nancy Point Appraisals		Yes ☐ No ■	607 E. Main Street Rogersville, TN 37857
Submission #5			Yes ☐ No ☐	
Submission #6			Yes ☐ No ☐	
G/L Code/Line Item #:				
Recommendation	The recommendation is to proceed w/Garrison Group, April 2025			
City Council Approval ☐	State Contract ☐	Low Bid ☐	Sourcewell ☐ OMNIA Part ☐ TIPS ☐ Buy Board ☐	Sole Source ☐
If state contract or purchasing cooperative list contract number_____				

AGENDA ITEM NO. 8.8

Item Cover Page

GREENEVILLE CITY COUNCIL AGENDA ITEM REPORT

DATE: March 18, 2025

SUBMITTED BY: Cathy Osborne, Administration

ITEM TYPE: Bid Sheet

AGENDA SECTION: New Business

SUBJECT: Consideration of a proposal to repair town hall columns, portico and window frames

SUGGESTED ACTION:

ATTACHMENTS:
Town Hall Portico Column Repair.pdf
Town Hall Bid Summary 2025.doc

Town of Greeneville
200 N. College Street
Greeneville, TN 37745
Phone: 423-639-7105
Fax: 423-639-0093

Date: 3/4/2025

Department: Town Hall / Admin

BID OPENING SHEET

Vendor: Skyline Restoration + Maintenance, LLC

Quantity	Description	Price
	Base Bid	53,600.00
	Alternate proposal	42,360.00
	Total	95,960.00

Vendor: Advanced Structures – doesn't think they can be repaired, need to be replaced

Quantity	Description	Price
	Priced w/ Wood	234,000
	Priced w/ fiberglass Composite	238,000
	Price of alternate windows	67,800.00

Vendor: The Tradesmen Group

Quantity	Description	Price
	Porticos + Columns	156,298.00
	Windows	196,144.00
	Entablatures	140,198.00
	Total Bid	492,640.00

Present: Kelsi Darnell

Corporate Office
8465 Rausch Drive
Plain City, OH 43064
t 614-799-0889
f 614-799-1690

1-855-899-6555

The Tradesmen Group RESTORATION SPECIALISTS
PROUD TO BE 100% EMPLOYEE-OWNED

Regional Offices
Nashville TN
Dumfries VA

Contractor's License
TN #47676
FL # CBC1263338
FL Roofing #CCC1332370

Feb 28, 2025

Town of Greeneville
Attn: Todd Smith, City Manager
200 North College St
Greeneville TN 37745

Subject Project Name: Request for Proposal
Greeneville Town Hall Portico Column Repair
Location: Greeneville TN

Dear Todd Smith, City Manager,

The Tradesmen Group (TTG) respectfully submits our offer and proposal for the subject project in good faith to the Town of Greeneville, Tennessee to conduct and execute all work of the project as described in the solicitation RFP with the highest regard for quality and excellence in our industry. TTG submits our offer with almost three (3) decades of experience specializing in historic restoration, and numerous recent past performance project examples illustrated in our attached technical proposal experience, expertise and qualifications section to demonstrate our vast experience, capabilities and qualifications to successfully complete this project. We humbly request and thank you for your consideration of TTG for award of this project. If awarded the contract, we pledge to serve the Town of Greeneville to the greatest of our abilities and to achieve a completed project that meets or exceeds all expectations of the Town of Greeneville.

If after review of our offer, there are any questions, or if anything further is needed, please let me know.

Sincerely,

Rick Freitag

Rick Freitag
Chief Executive Officer
The Tradesmen Group LLC

Statement of Work

Greeneville City Hall Portico Column Repair

Greeneville TN Town Hall Portico Column Repair Price Schedule		
Item		**Amount**
Base Bid - Porticos & Columns		
Material Costs	$	12,834.00
Labor Costs	$	99,608.00
General Conditions & Equipment Costs	$	43,856.00
Total Base Bid - Porticos & Columns	**$**	**156,298.00**
Alternate Bid - Windows		
Material Costs	$	16,044.00
Labor Costs	$	126,066.00
General Conditions & Equipment Costs	$	54,034.00
Alternate Bid - Windows	**$**	**196,144.00**
Alternate Bid - Entablatures		
Material Costs	$	7,652.00
Labor Costs	$	99,050.00
General Conditions & Equipment Costs	$	33,496.00
Alternate Bid - Entablatures	**$**	**140,198.00**
	$	**492,640.00**

Assumptions/Exclusions

- No provisions are included for lead based paint (LBP) RRP handling, containment or disposal if discovered in painted surfaces to be disturbed in this scope of work

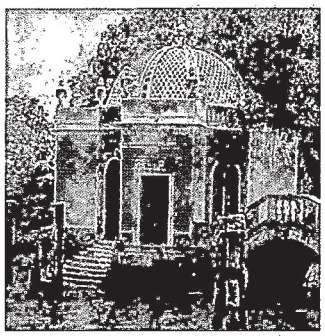
Firm's Experience with the Rehabilitation of Historic Structures

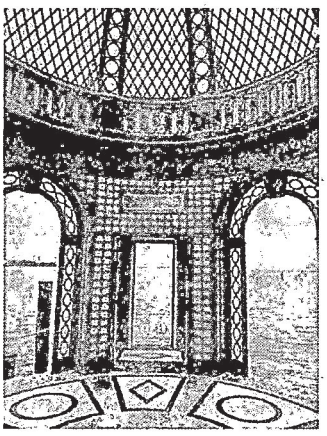
TTG is pleased to present the following past performance for previous work completed by TTG as evidence of TTG's substantial experience and expertise in similar projects. Below is a list of notable projects most relevant to this project:

- Vizcaya Museum & Garden Tea House & Tea House Bridge Restoration, Miami FL
- Fire Station 14 Roof & Building Restoration, Nashville TN
- Rock Castle State Historic Site, Hendersonville TN
- Cupola Repairs Port Huron Federal Building, Port Huron MI
- Lookout Mountain Presbyterian Church, Lookout Mountain TN
- Exterior Rehabilitation of St Raphael Church, Springfield OH

Please see the following Past Performance sheets for each of the above identified projects. Since 1997, as a full-service rehabilitation/restoration company, TTG is dedicated to preserving and restoring our nation's most valued historic and time-honored structures through our Work With Purpose and self-performing multiple trades in-house, including all aspects of carpentry and carpentry restoration, architectural metal working, architectural sheet metal, historic sloped and flat roofing, painting and coatings, masonry and masonry restoration, concrete and more. In 2022, TTG transitioned to be 100% employee-owned ESOP.

The Tradesmen Group RESTORATION SPECIALISTS







The Tradesmen Group LLC
8465 Rausch Drive
Plain City OH 43064

o - 614-799-0889
f - 614-799-1690
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PAST PERFORMANCE

Type Of Facility: Vizcaya Museum & Garden
Name Of Firm: The Tradesmen Group LLC
Project Name: Vizcaya M&G Tea House, Tea House Bridge & Service Entrance Pergola Restoration
Contract Number: 92020003
Project Location: Miami FL
Name of Owner: Vizcaya Museum & Garden Trust, Inc.

General Scope Of Construction Project:
In 2020, The Tradesmen Group LLC was selected by Vizcaya Museum & Garden located on Biscayne Bay in Miami FL to restore the Tea House, Tea House bridge and service entrance pergola after the structures had suffered damage from hurricane Erma in 2017. Hurricane damage combined with years of deferred maintenance resulted in complete restoration of the Tea House with 100% removal and replacement of all architectural millwork, extensive removal of stucco finishes and repairs to the primary concrete structure. New millwork was fabricated from salvaged old growth redwood from California. Fabrication of millwork, including all radius and dome components, required extensive field measurements, laser scans, 3-D modeling and shop drawings to exactly reproduce original details of the lattice dome, entablature, cornice, treillage and lattice work. Millwork was painted with a high-performance multi-component paint system. Stucco restoration included reproduction of radius profiles to match existing profiles. Stucco was coated with a lime based coating after all stucco was repaired and repaired. Concrete repaired included cracked repairs and forming pouring new concrete with new rebar to replace severely spalled and deteriorated conditions. Other services included replacement of architectural coral stone of the bridge, stone repairs, tuckpointing, masonry cleaning, restoration of metal railings and replacement of electrical service and lighting to the Tea House. Work at the pergola included complete replacement of the pergola with salvaged redwood along with repairs to the stucco, floor tile and masonry columns of the pergola entrance. **All preservation services performed in house** as the Prime Contractor.

Contract Delivery & Type: design bid build

Role In Design: N/A

Original Contract Amount: 1,008,079

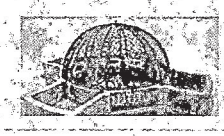
Final Contract Amount: $1,104,566

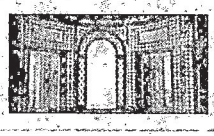
Original Completion Date: 3/19/2021

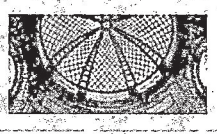
Final Completion Date: 6/26/2021
Type of Work Subcontracted: hazardous abatement, electric, millwork fabrication
Performance Review By Owner: Excellent
Liquidated Damages: None
Contact Person: Ana Rico, Project Manager
Address of Owner: Vizcaya Museum & Garden
3251 South Miami Ave
Miami FL 33129
Telephone #: 305-860-8429 office
FAX: none
Email: Ana.Rico@vizcaya.org

Dade Heritage Trust Preservation Award
Vizcaya Museum & Gardens Tea House Restoration
2022

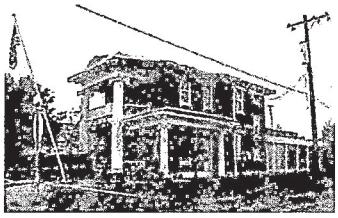




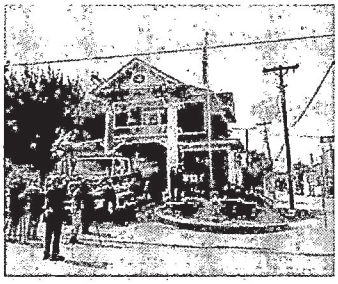




The Tradesmen Group RESTORATION SPECIALISTS



Before Photo



After Photos
From Dedication & Ribbon Cutting Ceremony

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8465 Rausch Drive
Plain City OH 43064

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PAST PERFORMANCE

Type Of Facility: Fire Station
Name Of Firm: The Tradesmen Group LLC
Project Name: Fire Station 14 Roof & Building Restoration
Contract Number: 6478045
Project Location: Nashville TN
Name of Owner: Metro Nashville/Davidson County

General Scope of Construction Project:
The Tradesmen Group LLC was selected by Metro Nashville/Davidson Co to restore the roof, windows and other building components after a tornado severely damaged the historic Fire Station 14 in March 2020. The primary sloped roof structure had to be entirely reconstructed including reconstruction of the roof overhang and gable ends. This required fabrication of new circular windows to match original details along with fabrication of custom millwork for the new roof overhang. Badly damaged windows of the fire station were removed for offsite repairs and restoration, including partial and total reconstruction in some instances. Additional repairs included reconstruction of brick masonry on one corner that was structurally damaged, reconstruction of brick gables, replacement of the low sloped roof, replacement of the columns supporting the porch roofs, along with limited interior repairs on plaster and wall/ceiling finishes. In preparation for restoration of the porch millwork all existing paint was removed to bare wood. TTG self-performed masonry, exterior millwork, window removal and installation, painting and roofing.

Contract Type: Design bid build with design/build components such as the porch columns

Role In Design: TTG assisted with design for replacement of the columns

Original Contract Amount: $492,840

Final Contract Amount: $710,635

Project Commencement: August 2, 2020

Completion Date: March 23, 2021

Type of Work Subcontracted: Roof framing, offsite window restoration and replication, gutters, lightning protection, glazing replacement on storefront windows

Performance Review By Owner: Excellent

Contact Person: Doug Kinsey

Address of Owner: 730 2nd Ave South
Nashville TN 37219

Telephone #: 615-862-8959 o 615-533-3100 c

Email: doug.kinsey@nashville.gov

The Tradesmen Group RESTORATION SPECIALISTS

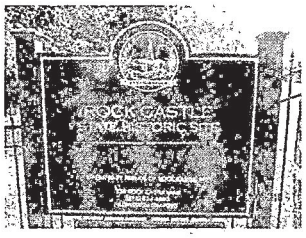
PAST PERFORMANCE

Type of Facility: Rock Castle State Historic Site
Name of Firm: The Tradesmen Group LLC
Project Name: Structure & Roof Restoration
Contract Number: SBC No.: 160/001-01-2015
Project Location: Hendersonville, Sumner County, Tennessee
Name of Owner: State of Tennessee Department of General Services

General Scope of Construction Project:
The Tradesmen Group LLC was selected by the Tennessee Department of General Services to install a new roof on Rock Castle's main house and perform various building repairs and restorations. Work included removing and replacing existing wood shake roof with new hand-rived white oak wood shake, repairing and replacing damaged railings, columns and wood shutters, cleaning, repairing and repainting exterior wood elements including all wood windows. Windows were re-glazed during repair process.







Contract Type: Design/Bid/Build

Role In Design: Design completed by A/E for TN Dept. of General Services

Original Contract Amount: $175,970.00

Current Contract Amount: $183,024.91

Original Completion Date: December 2016

Final Completion Date: March 9, 2017

Type of Work Subcontracted: N/A

Performance Review by Owner: Excellent

Contact Person: Ben Dunn

Address of Owner: 312 Rosa L. Parks Ave., Nashville, TN 37243

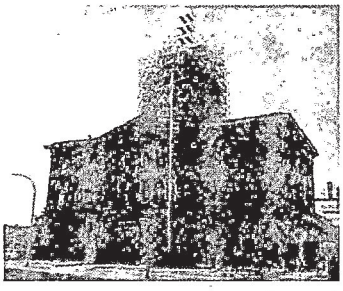
Telephone #: (615) 210-4997

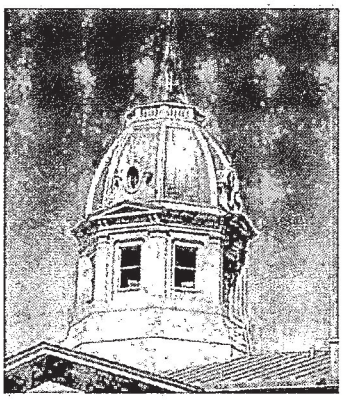
Email: ben.dunn@tn.gov

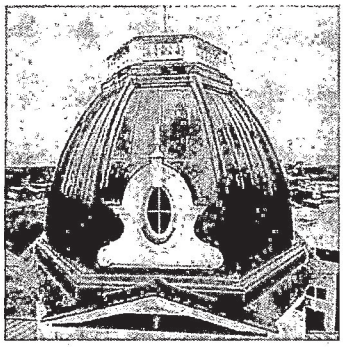
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PAST PERFORMANCE

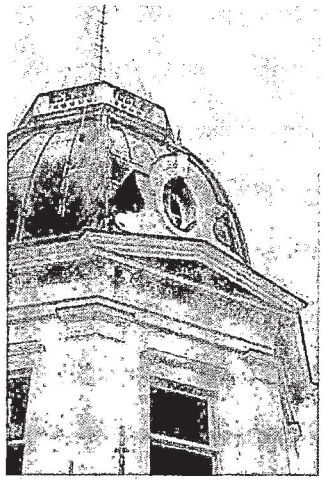
Type Of Facility: Port Huron Federal Building & U.S. Courthouse
Name Of Firm: The Tradesmen Group LLC
Project Name: Cupola Repairs Port Huron Federal Building
Contract Number: 47PH-0017-C-0010
Project Location: Port Huron MI
Name of Owner: General Services Administration - GSA

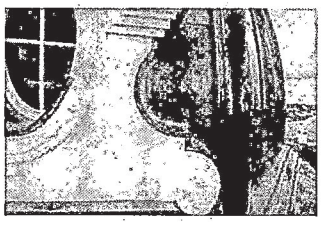
General Scope Of Construction Project:
The Tradesmen Group LLC was selected by GSA as the CMc contractor to assist with design of the project from 95% design to final construction documents and then to repair and restore wood & copper cupola of the Port Huron Federal Building & U.S. Courthouse. To complete project design, TTG collaborated with nationally renowned preservation architects Lord Aeck Sargent in final design review and trial sample treatments for removal of lead paint from wood and metal surfaces, and for cost reconciliations for changes in final scope of work based on the final design. Construction phase of the project included removal of all paint from wood and metal surfaces of the cupola (with Sponge-Jet micro-abrasive & chemical removal methods), restoration & replication of decorative wood components throughout the structure, replacement in kind of the copper roof and related flashings throughout the structure, fabrication of new ornate copper ribs that were installed over the eight hips of the roof, restoration of dormer faces and windows, replacement of metal cladding at the base of the cupola. Cupola was then painted with a five coat multi-component epoxy paint system. To complete work on the project TTG designed and installed scaffold over the existing copper main roof with special attention to protecting the existing roof and attic from impact of the scaffold system on the copper roof. Scaffold efforts included intensive shoring placed in the attic in a manner that did not permanently attach to or alter elements of the building structure. **All preservation services performed in house** as the Prime Contractor.

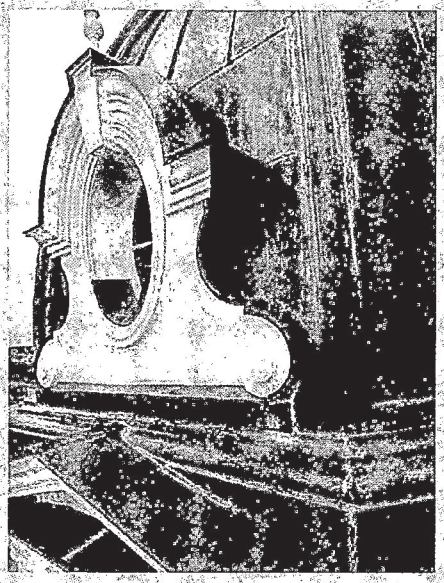
Contract Delivery & Type: CMc open book accounting design assist converted to firm fixed price contract after design
Role In Design: assisted design team/GSA to complete design
Original Contract Amount: design - $18,213; construction - $1,745,484
Final Contract Amount: $1,740,294
Original Completion Date: October 20, 2018
Final Completion Date: November 9, 2018
Type of Work Subcontracted: hazardous abatement, temp electric
Performance Review By Owner: Excellent
Liquidated Damages: None
Contact Person: Chris Yezbick, Project Manager
Address of Owner: GSA Northern Service Center Operations Division
Project Management Branch
985 Michigan Ave, Detroit, MI
Telephone #: 216-401-3192 cell
FAX: none
Email: christopher.yezbick@gsa.gov

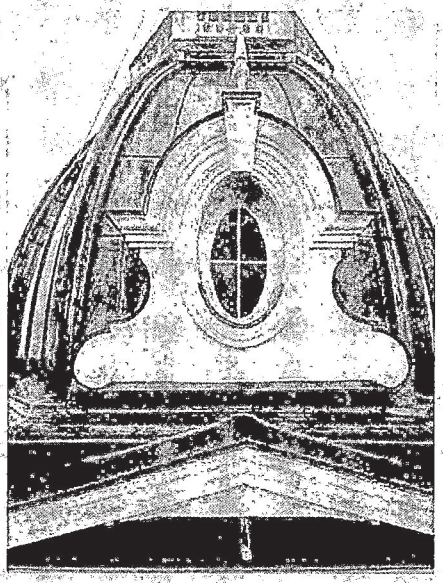
The Tradesmen Group RESTORATION SPECIALISTS

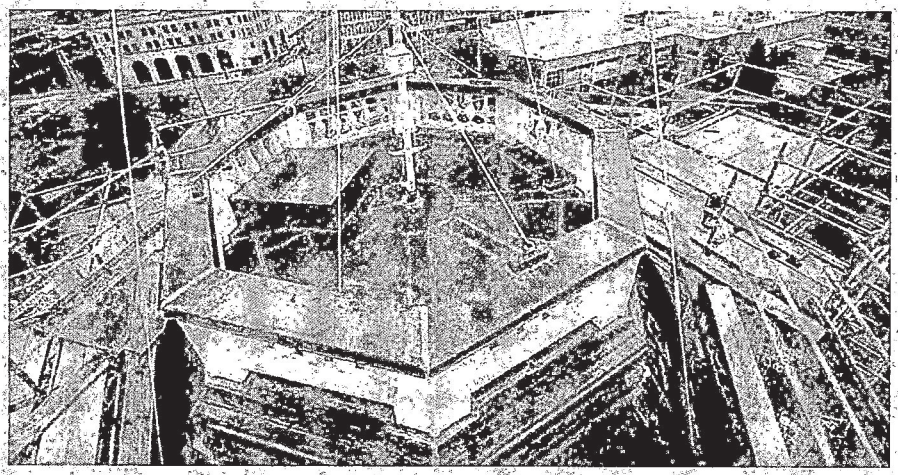


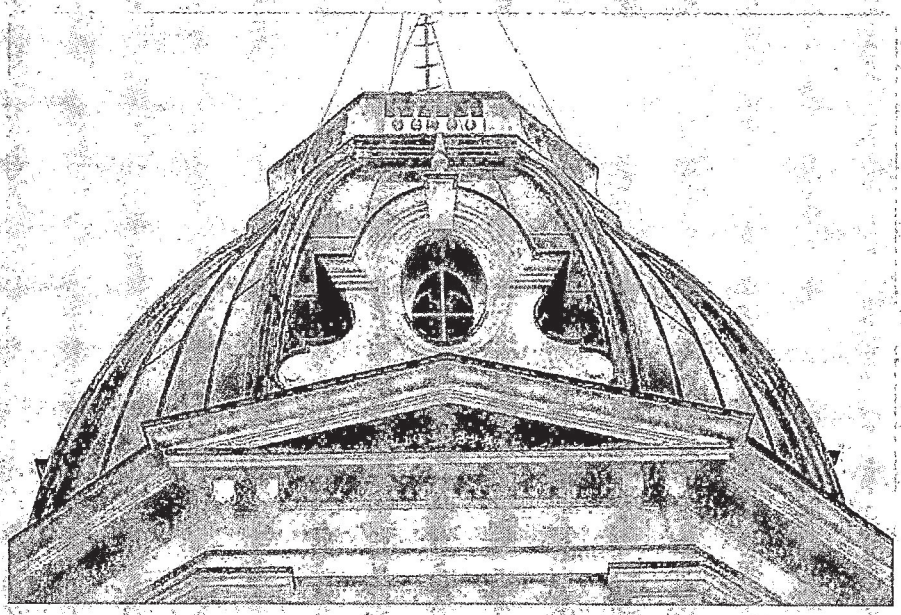






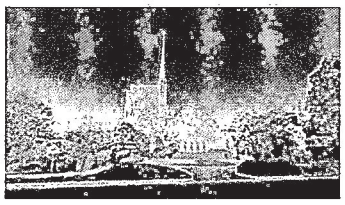


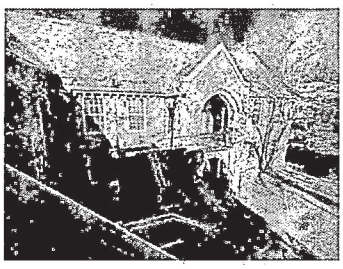


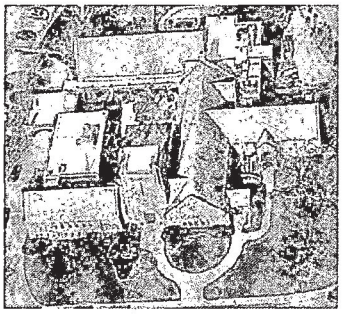


The Tradesmen Group LLC
8465 Rausch Drive
Plain City OH 43064
Office: 614-799-0889
www.tradesmengroup.com

The Tradesmen Group RESTORATION SPECIALISTS







PAST PERFORMANCE

Type Of Facility: Church
Name Of Firm: The Tradesmen Group LLC
Project Name: Lookout Mountain Presbyterian Church Exterior Rehabilitation
Contract Number: N/A
Project Location: Lookout Mountain TN
Name of Owner: Lookout Mountain Presbyterian Church

General Scope Of Construction Project:
The Tradesmen Group LLC was selected by Lookout Mountain Presbyterian Church for the exterior rehabilitation and restoration of the church structure after decades of moisture infiltration and failed attempts at mitigating moisture infiltration. TTG worked with LMPC's designer for the project to address complex issues of moisture infiltration. Solutions involved complete replacement of the slate roof and copper gutters, extensive removal and reinstallation of stone for installation of new thru wall flashings at coping, slate roof to wall intersections, window sills and watertables, 100% tuckpointing of all rubble and architectural cut stone and other water proofing treatments. Slate roof was replaced in-kind as a textural slate roof with unique and varied undulating patterns of thicknesses, widths and lengths of slate to give the roof a very distinct and random appearance. Work included structural stabilization of the tower stone façade with helical retrofit masonry anchors, stabilization of north admin wing gable with tie-rods. Work also included restoration and replacement of windows throughout the structure, along with painting of exterior building features, and extensive interior plaster repairs and painting. **All preservation services performed in house** as the Prime Contractor.

Contract Delivery & Type: Design Assist

Role In Design: TTG assisted in design with LMPC's designer

Original Contract Amount: $9,946,316

Final Contract Amount: $9,317,160.84

Original Completion Date: Nov 30, 2024

Final Completion Date: November 27, 2024

Type of Work Subcontracted: hazardous abatement, temp electric, new window install

Performance Review By Owner: Excellent

Liquidated Damages: None

Contact Person: Stuart Bickley, project manager

Address of Owner: 316 N Bragg Ave
Lookout Mountain TN 37350
Telephone #: 423-421-8500 cell
FAX: none
Email: stuart@lmpc.org

Connecting with Rick Freitag, CEO of The Tradesmen Group (buzzsprout.com)

John Shearer: Checking Out Restoration Work At Lookout Mountain Presbyterian Church - Chattanoogan.com

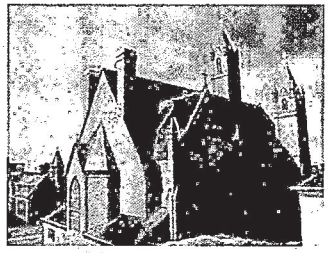
Inside Lookout Mountain Presbyterian Church's multimillion dollar restoration | Chattanooga Times Free Press

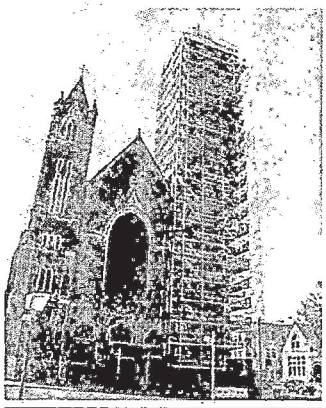
The Tradesmen Group has completed their exterior restoration work! Check out this video for some final thoughts on this huge project, featuring TTG CEO... | By Lookout Mountain Presbyterian Church PCA | Facebook

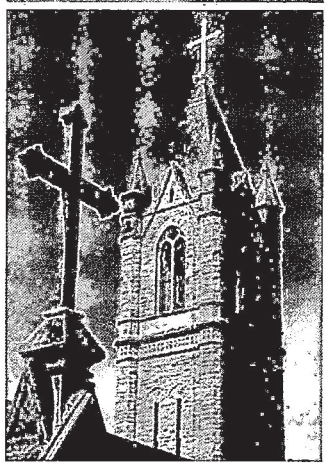
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The Tradesmen Group RESTORATION SPECIALISTS







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PAST PERFORMANCE

Type Of Facility:	St Raphael Church
Name Of Firm:	The Tradesmen Group LLC
Project Name:	Exterior Rehabilitation of St Raphael Church
Contract Number:	N/A
Project Location:	Springfield OH
Name of Owner:	St Raphael Church

General Scope Of Construction Project:
The Tradesmen Group LLC was selected to perform extensive scopes of work for roof, architectural sheet metal and masonry rehabilitation of St Raphael Church. Work included replacement of existing shingle roof with a new slate roof and copper gutters to match original. All architectural copper on the building was replaced in kind with new copper replicated to identically match original, including three new gilded crosses on the front of the church. Extensive masonry repairs included considerable reconstruction of back up brick inside the tall tower, & restoration of Amherst sandstone throughout the structure, including stone replacement, stone Dutchman, stone dress back, repointing of mortar joints with ribbon tooled joints and masonry cleaning. TTG also fabricated four new large wood gothic arched window frames for the tall tower bell level, installed new EPDM roofs to both tower bell levels and repainted all windows of the bell towers. **All restoration services performed in house** as a subcontractor.

Project was awarded Preservation Merit Award from Ohio Historic Preservation Office in 2015.

Contract Type: Design/build

Role In Design: G/C provided design with input from TTG

Contract Amount: $1,137,947

Final Completion Date: January, 2015

Type of Work Subcontracted: N/A

Performance Review By Owner: Excellent

Liquidated Damages: None

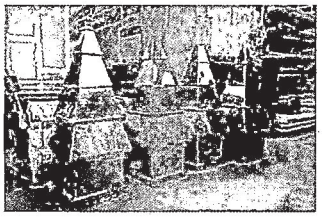
Contact Person:	Brianna Beedy, Business Manager
Address of Owner:	225 E High St, Springfield OH 45505
Telephone #:	(937) 323-7523 ext 11
FAX:	(927) 324-1512
Email:	bbeedy@catholicweb.com

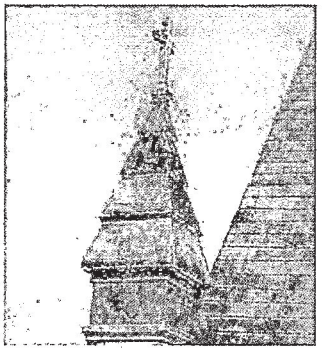
***St Raphael Church is listed on the National Register of Historic Places**

The Tradesmen Group RESTORATION SPECIALISTS



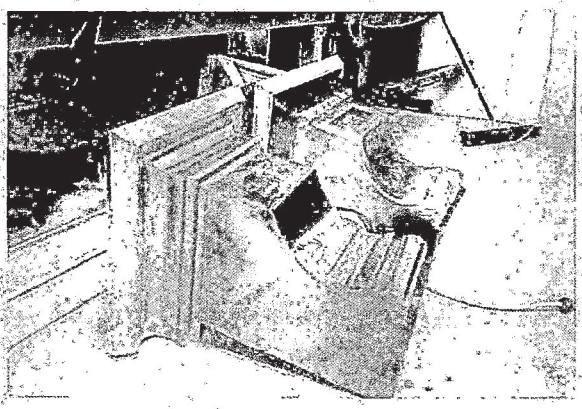














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Schedule

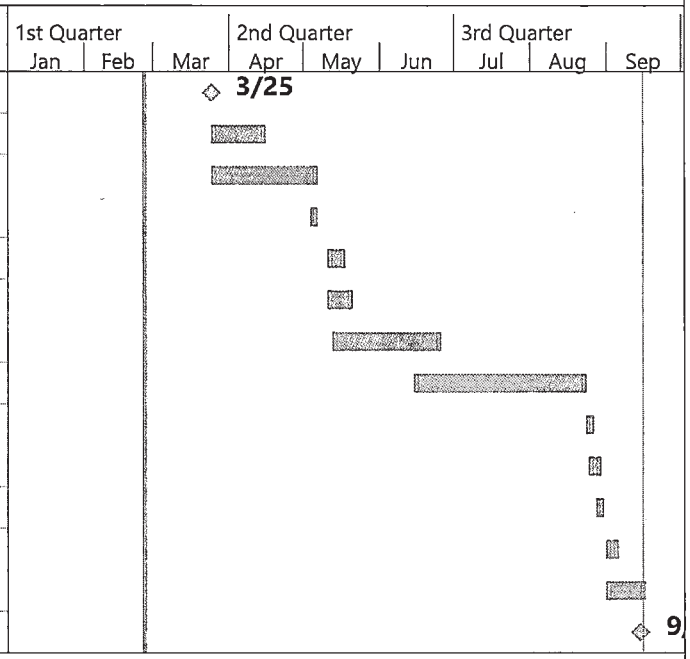
TTG is pleased to present the attached draft project schedule as Exhibit A, with dates assumed for project award and NTP by the Town of Greeneville.

Exhibit A

The Tradsmen Group LLC

Town of Greeneville Portico Column Repair

ID	Task Name	Duration	Start	Finish
1	Award	0 days	Tue 3/25/25	Tue 3/25/25
2	Post Award Contract Execution	14 days	Wed 3/26/25	Mon 4/14/25
3	Preconstruction Planning	29 days	Wed 3/26/25	Mon 5/5/25
4	Kick-off Meeting/NTP	1 day	Mon 5/5/25	Mon 5/5/25
5	Mobilization	5 days	Mon 5/12/25	Fri 5/16/25
6	Staging	6 days	Mon 5/12/25	Mon 5/19/25
7	Portico & Columns Painting & Repairs	30 days	Wed 5/14/25	Tue 6/24/25
8	Add Alternates - Windows & Entablatures	50 days	Mon 6/16/25	Fri 8/22/25
9	Punch Inpsection	1 day	Mon 8/25/25	Mon 8/25/25
10	Punch List	3 days	Tue 8/26/25	Thu 8/28/25
11	Final Inspection	1 day	Fri 8/29/25	Fri 8/29/25
12	Demobilization	3 days	Tue 9/2/25	Thu 9/4/25
13	Project Closeout	10 days	Tue 9/2/25	Mon 9/15/25
14	Project Complete	0 days	Mon 9/15/25	Mon 9/15/25



Project: Schedule
Date: Wed 2/26/25

Task		Inactive Summary		External Tasks	
Split		Manual Task		External Milestone	
Milestone		Duration-only		Deadline	
Summary		Manual Summary Rollup		Progress	
Project Summary		Manual Summary		Manual Progress	
Inactive Task		Start-only			
Inactive Milestone		Finish-only			

Advanced Structures

GENERAL CONTRACTOR

PROPOSAL

Date: March 4, 2025

Name: Greeneville Town Hall

Address: 200 N. College Street
Greenville, TN 37745

Subject: Repair of Portico Columns and Front entrance restorations

Description of Work to be Completed:

(A) After a fairly thorough investigation of these columns, we feel these need to be replaced and not repaired as there is deterioration at the bottom of these load bearing columns. We have priced out wood and a no rot fiberglass structural column (once these are painted you cannot tell the difference between that material and wood.

(B) Somewhat being contradictory to what we stated above it would take further investigation if Columns can be repaired but there are no guarantees of this and would be hard to give a automated warrantee on this proposal without a discussion on site with all parties involved.

(C) Details:

1. **Remove (4) front whole columns and base, and (2) half columns. Replace with new columns. Column material to be determined by choices provided below.**
2. **As of this time we feel all woodwork above the columns creating the gable roof is fine with no wood replacement. This work ends when the facia meet the main building structure. Pressure wash and scape all woodwork. Ceiling included. (1) Primer coat and (2) coats of Sherwin Williams exterior finish with semi-gloss or Gloss finish.**
3. **Replace the (2) Plinth blocks on the bottom or the entry door. Wash, scrape and sand as needed on entry door and surround. Apply (1) Primer coat and (2) finish coats as mentioned above in 2. (The entry door could use being replaced but if we see that while cleaning the**

257 W. CROXDALE ROAD • MORRISTOWN, TENNESSEE • 37813
SCOTTMARSHALL222@GMAIL.COM
PHONE: 865-740-9868 •

door and surround is in worse shape behind the existing paint, we will contact all parties involved and make an assessment at that time.

4. Wash, Sand, and paint the (4) windows on the entry door wall.
5. All windows mentioned throughout this proposal even alternates are for exterior repair only. Caulk as needed.
6. We may have to remove the Town Hall lettering. As of this time we see no rust or any reason we cannot re-install these existing lettering.
7. Clean lettering with solvent and re-painting with Gloss Black.

- As of this time we are under the assumption that there is a header member across the entire front where the columns are fastened that we can use for temporary structural support while removing the existing columns and installing the new columns. If this assumption changes we will advise all parties involved.

(D) Windows Alternate:

1. Wash scape and paint windows as stated in the Bid Information.
2. Clean and paint using the same paint as stated above.
3. Replace 80 LF (around 20 windows) of sills with new. Custom sills are made to match existing. These will have to be Wood. As of this time I do not believe we have these made of any rot proof composite material.
4. Caulk and seal as needed.
5. We have not seen any rotted window trims or sashes at this time. If we do, we will advise all parties involved.

Proposed Price with Wood: 234,000.00

Proposed Price with Fiberglass Composite: $238,000.00

Proposed Price of Alternate Window: 67,800.00

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SCOTTMARSHALL222@GMAIL.COM
PHONE: 865-740-9868 •

Main scope of work :

1. Materials	$78,200.00
2. Labor	$94,700.00
3. General conditions	$ 27,500.00
4. O&P	$ 10% and 10%

Alternate:

1. Materials	$12,600.00
2. Labor	$42,600.00
3.General Conditions	$ 5000.00-
4.O&P	10% and 10%

- **Note: Both columns Wood or Poly Fiber with come with Poly Fiber base and caps.**
- **If yearly maintenance for caulking and sealing at column and base are done there should be no reason any future rotting would occur on the columns. The benefit of the poly fiber is if maintenance is poor the paint may deteriorate but won't affect the Poly as it would with Wood.**

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SCOTTMARSHALL222@GMAIL.COM
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Historic Type Properties and Company Notes.

1. The O'Hanlon Group- Restoration to historic building at 313 N Gay Street Knoxville, TN 37917
2. Jack O'Hanlon 2 Story Residence 316 N Gay street Knoxville, TN 37917- Owners are deceased no contact.
3. Numerous small projects in downtown Knoxville with historic and keeping the integrity of the past. Locating materials and having materials made to match the existing décor.
4. Been in business since 1996
5. Licensed and insured License number #78408
6. We see the start date listed April 2nd start date would have to be determined on the delivery date of the new Columns if we are awarded the project. Then an end date can be determined.
7. We would like to discuss if there will be an additional temporary entrance of if this entrance is needing to stay open. We are estimating that the main entrance will be closed. With the weather I would say about 5 weeks Minor painting could be done in a safe way to protect the public and use the entrance.
8. I would have liked to have had a mandatory walk-through meeting/date on site to look at all the windows and sashes. I realize the alternate has allowances in LF and certain items all through the project are somewhat open.
9. Resume shows a diverse project list either as general contractor or associated with the projects.
10. Start date and completion date can be determined after the initial meeting with all parties involved. Unofficial date could be start date by 04/30/2025 and completions 90 to 120 days.
11. Rick trent- reference-423-839-4739
    Chris Lamkin- 423-312-1915

Scott A. Marshall and DBA

257 W Croxdale Road
Morristown, TN 37813
865-740-9868

CONSTRUCTION MANAGEMENT PROFESSIONAL

Seasoned professional with 37 years of experience in commercial and residential construction management. Proven ability to deliver the successful completion of projects in accordance with architectural drawings and specifications, management of field operations and contractor supervision. Extensive experience in establishing and maintaining relationships with subcontractors, suppliers, architects and building inspectors. Possess a solid understanding of profitability and other financial measurements. Effective and confident manager capable of influencing a cooperative and productive project environment that fosters corporate goals and business success.

- Business Planning & Development
- Client Relationships
- Estimating, Budgeting & Cost Control
- Project Design
- Project Management & Scheduling
- Field Supervision
- Change Management
- Safety & Compliance
- Reports & Documentation

PROFESSIONAL EXPERIENCE

Wild Building Construction	Drive through Tunnel Carwashes	2018- 2019
Merit Construction	Regions Bank	2017 -2018

J A Fielden Company , Knoxville , TN	**April 2014 to 2017**
Projects Involvement as Superintendent: Expansion of grocery and Pharmacy to Walmart store. Tennant build out to Goodwill stores and assistance with Dollar Tree stores. Goodson Brothers coffee industrial Renovations.	

Advanced Structures • Knoxville, Tennessee **1995 to Current**
General Contractor

Principal owner of a general contracting firm based in Knoxville, Tennessee. Facilitated the construction needs of commercial and residential clients who often had unique requirements and demanded a high level of individual attention. Performed several turnkey contracts requiring project completion within a six to twelve month time frame.

- Successfully completed over 300 projects ranging in scope from $100,000 to $4 million.
- Negotiated construction contracts with property owners, principal clients and subcontractors.
- Consulted with architectural, engineering and design firms.
- Solicited construction bids to assure competitive cost and the ability to meet production schedules including the delivery of related materials and equipment.
- Responsible for subcontractor selection, construction means, methods, techniques, and procedures for all phases of construction projects.
- Reviewed, analyzed and resolved field construction problems and discrepancies between the firm, architects and subcontractors.
- Conducted project meetings, coordinated construction activities by preparing man power schedules, weekly reports and administered progress payment applications.
- Provided on-going project status updates for all concerned parties.
- Managed suppliers and subcontractors to ensure quality control and the projects were delivered on time and within budget, while meeting or exceeding customer expectations.
- Administered project expenditures including accuracy, documentation, approvals, expense forecasts, and payment reporting.

B-Dry Systems • Knoxville, Tennessee **1993 to 1995**
Operations Manager

Utilized construction means, methods and technical experience to supervise the installation of water proofing systems for a national company that specializes in waterproofing technology and products. Directed construction processes relating to excavation, demolition, carpentry and system installations.

- Direct management of installation crews.
- Interfaced with clients concerning project estimates, budgets and schedules.
- Supervised all phases of the project including: expenditures, equipment and material requirements, man-power schedules and construction means.

- Resolved construction and/or installation problems in a timely, efficient, and expedient fashion.
- Produced project status and budget reports for the local and corporate offices.
- Responsible for quality control, safety, and compliance.
- Cultivated an environment of service excellence and teamwork.

Doran Construction Specialties • Indianapolis, Indiana **1991 to 1993**
Project Manager

Management level position with a Division 10 contracting firm. Served as the company's on-site representative during construction projects and coordinated multiple activities between clients, vendors and subcontractors in a deadline driven environment.

- Managed construction crews and subcontractors to ensure quality control and delivery of projects within specified schedules.
- Prepared project cost estimates.
- Scheduled personnel and material resource requirements.
- Prepared, tracked and administered all aspects of project budgets.
- Resolved technical issues associated with construction means.
- Provided status reports to clients and prime contractors using various organizational tools and software.

Chicago Carpentry District Council • Chicago, Illinois **1984 to 1991**
Journeyman Carpenter

Journeyman carpenter for commercial construction projects.

- Supervised and scheduled work assignments for the general labor staff.
- Managed warehouse operations including inventory control and purchasing.
- Interfaced with procedures of masonry, plumbing, carpentry, electrical and HVAC.

EDUCATION AND PROFESSIONAL TRAINING

The State of Tennessee, Board For Licensing Contractors – Contractor's License	Licensed 1995
The Real Estate School – State Real Estate License-Indiana and Georgia	Certified 1992
Chicago Carpenters District – Journeyman's Card- 4 year Union Program Certification	Certified 1987
Western High School • Russiaville, IN – Diploma	Graduated 1982
National Home Inspection-State Licensed	Licensed 2008

SIGNIFICANT PROJECT COMPLETION

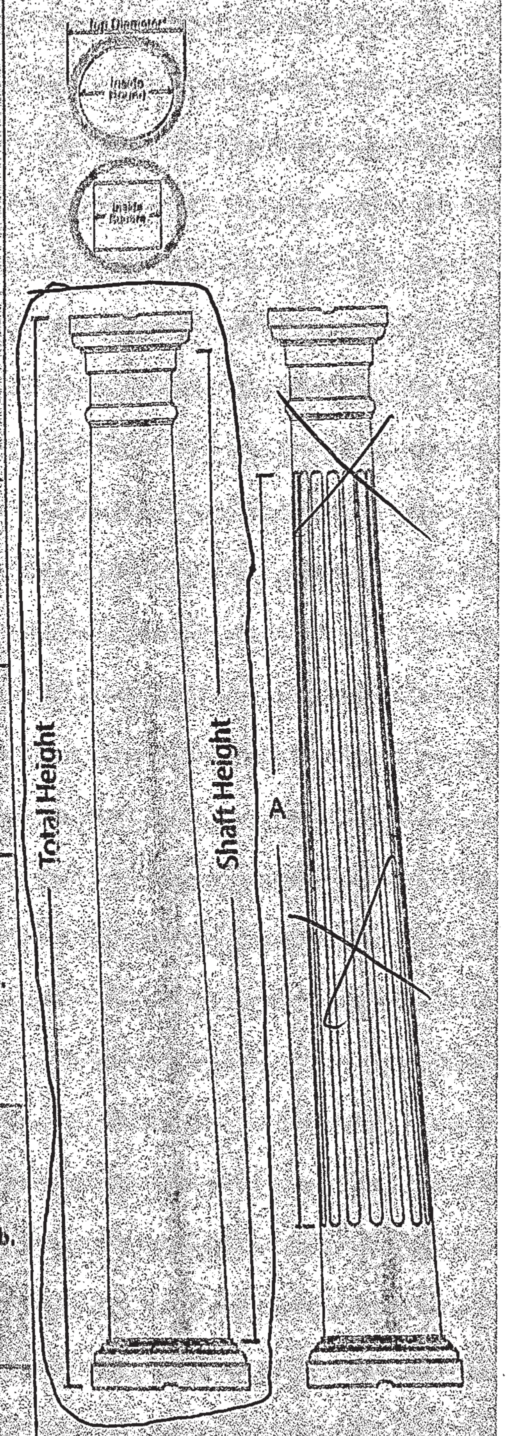
Project Description	Type of Project	Construction Firm
Lot 17 West Moreland Estates	Residential New Construction	Advanced Structures
Lot 4 West Moreland Estates	Residential New Construction	Advanced Structures
Lot 19 Sherwood Oaks Subdivision	Residential New Construction	Advanced Structures
Lot 7 Gatehead Subdivision	Residential New Construction	Advanced Structures
Stefano's Restaurant	Commercial Remodel	Advanced Structures
Kelsan, Inc.	Commercial Remodel	Advanced Structures
Fort Sanders	Commercial Remodel	Advanced Structures
Scottish Inns	Commercial Remodel	Advanced Structures
The Andersons	Residential	Advanced Structures
Lady's of Charities	Commercial Remodel	Advanced Structures
Knoxville Assisted Living	Commercial/Residential Remodel	Advanced Structures
Westbrook Lot 46	Residential New Construction	Advanced Structures
Center Point Office	Commercial Remodel	Advanced Structures
Quality Solutions	Commercial Remodel	Advanced Structures
The Mill Restaurant	Commercial Remodel	McBride Construction Company
Kinko's Coping Centers	Commercial New Construction	McBride Construction Company
Dental Office Building	Commercial New Construction	McBride Construction Company
Strip Mall Construction	Commercial New Construction	Greenwood Builders
Ten Story Office Building	Commercial New Construction	Opal Construction Company

Dillard's Inn	Commercial New Construction	Greenwood Builders
Fairmont Inn	Commercial New Construction	Dickerson, Inc

Colonial Tapered Round Shaft Specifica

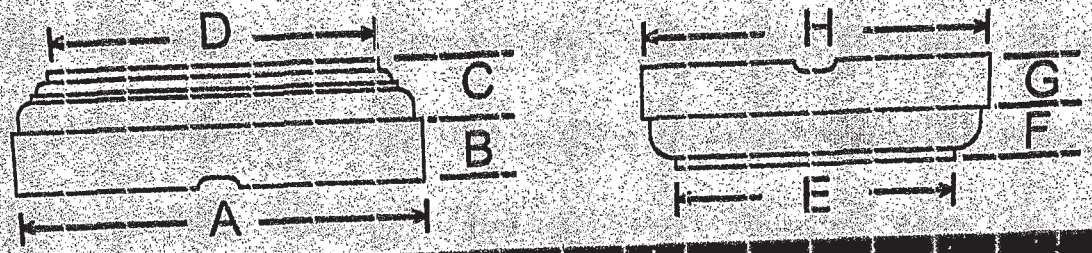
6"	8', 10', 12', 14', 16'	6 5/8"	4 1/4"	3"	1 3/4"	15	1/2"	8'-2", 10'-2", 12'-2", 14'-2", 4'-2"	2,095 lb.
8"	6', 8', 10', 12', 14', 16'	7 5/8"	6 1/4"	6"	3 1/2"	15	7/8"	6'-2", 8'-2", 10'-2", 12'-2", 14'-2", 4'-2"	3,258 lb.
10"	6', 8', 10', 12', 14', 16', 18', 20'	9 5/8"	8 1/4"	7 1/8"	5 1/2"	18	7/8"	6'-2", 8'-2", 10'-2", 12'-2", 14'-2", 16'-2", 18'-2"	4,258 lb.
12"	6', 8', 10', 12', 14', 16', 18', 20'	11 5/8"	10 1/4"	9"	7 1/2"	20	7/8"	4'-2", 6'-2", 8'-2", 10'-2", 12'-2", 14'-2", 16'-2", 18'-2"	5,173 lb.
14"	6', 8', 10', 12', 14', 16', 18', 20'	13 5/8"	11"	10 3/4"	7 3/4"	24	7/8"	4'-2", 6'-2", 8'-2", 10'-2", 12'-2", 14'-2", 16'-2", 18'-2"	6,808 lb.
16"	6', 8', 10', 12', 14', 16', 18', 20'	15 5/8"	13"	13"	10"	24	1"	4'-1", 6'-1", 8'-1", 10'-1", 12'-1", 14'-1", 16'-1", 18'-1"	8,518 lb.
18"	6', 8', 10', 12', 14', 16', 18', 20', 22', 24'	17 5/8"	15"	14 3/4"	12"	27	1"	3'-10", 5'-10", 7'-10", 9'-10", 11'-10", 13'-10", 15'-10", 17'-10", 19'-10", 21'-10"	10,624 lb.
20"	6', 8', 10', 12', 14', 16', 18', 20', 22', 24'	19 5/8"	17"	16 7/8"	14"	27	1"	3'-10", 5'-10", 7'-10", 9'-10", 11'-10", 13'-10", 15'-10", 17'-10", 19'-10", 21'-10"	11,915 lb.
	6', 8', 10', 12'							3'-10", 5'-10", 7'-10", 9'-10"	

with custom height columns, it is best to order the standard height columns custom fluted as well to match the 4" bottom spacing.



POLYURETHANE TAPERED

Colonial polyurethane cap and bases are specially designed to provide increased dura
and contain no wood components to warp, rot or decay. They are manufactured with
expansion and contraction.



Shaft Bottom Diameter*	Bases				Caps			
	Plinth		Base Round		Cap Round		Abacus	
	A	B	C	D	E	F	G	H
6"	8 1/8"	1 7/16"	1 7/16"	6 1/8"	5 1/8"	1 1/4"	1 1/4"	6 3/4"
8"	10"	1 7/16"	1 7/16"	8"	6 3/4"	1 1/4"	1 1/4"	8 3/4"
10"	12"	1 7/16"	1 7/16"	10"	8 7/8"	1 1/2"	1 3/8"	10 1/2"
12"	14"	1 7/16"	1 7/16"	12"	10 3/8"	1 1/2"	1 3/8"	12"
14"	16 3/8"	2 1/4"	2 1/4"	14"	12"	2 1/4"	2 1/4"	14"
16"	18 3/4"	2 3/8"	2 5/16"	16 3/8"	13 3/4"	2 3/8"	2 3/8"	16"
18"	21 5/8"	3 3/16"	3 3/16"	18 1/2"	15 3/4"	3 1/8"	3 1/8"	18 3/4"
20"	23 3/4"	3 3/8"	3 1/8"	20 1/2"	17 5/8"	3 1/4"	3 1/4"	20 5/8"
24"	28 1/2"	3 5/16"	3 5/16"	24"	21 3/4"	3 5/16"	3 5/16"	25"

Colonial Tapered

FJ PINE TAPERED

Town of Greeneville
200 North College St.
Greeneville, TN 37745

Skyline Restoration & Maintenance
70 Doty Chapel Road
Afton, TN 37616
3-4-25

Bid Proposal for Portico Column Repair

Dear Selection Committee,

Skyline Restoration & Maintenance is pleased to submit this proposal for the repair and repainting of the Greeneville Town Hall portico columns. With our extensive experience in historic preservation and restoration, we are confident in our ability to deliver high-quality workmanship that meets the Town's standards.

Enclosed is our detailed proposal, which includes our approach to the project, a breakdown of material and labor costs, our qualifications, and a proposed schedule. We guarantee our quoted price for 30 days from the bid opening date.

We appreciate your consideration and look forward to the opportunity to work with you. If you have any questions or require additional information, please do not hesitate to contact us.

Sincerely,

Ian Jones
Operations Manager
Skyline Restoration & Maintenance

Statement of Work

Base Bid

- Repair or replace any deteriorated wood or structural materials within the portico.
- Repaint all existing painted materials with the existing color, including:
    - Four (4) main columns
    - Two (2) partial columns closest to the building
    - Portico entablature/roof area
    - Portico ceiling
    - Entrance door and frame

Alternate Proposal

- Repair or replace deteriorated wood in all wooden windowsills and attic vents.
- Repaint:
    - Fifty (50) windowsills
    - Two (2) attic vents

Cost Breakdown

- **Materials:** $6,800
- **Labor:** $40,800
- **Additional Expenses (if any):** Equipment: $6,000
- **Total Cost for Base Bid:** $53,600
- **Total Cost for Alternate Proposal (if applicable):** $42,360

All estimates are considered valid for 30 days from the date of this proposal.

Project Schedule

The estimated duration for each phase of the project is based on a two-person crew working 8-hour days.

- Column Restoration (6 Columns): This phase includes paint removal, primer application, and two topcoats of paint. The estimated duration for completion is 15 days, totaling 240 labor hours.
- Entablature: This phase involves paint removal, primer application, and two topcoats of paint. The estimated duration for completion is 8 days, totaling 128 labor hours.
- Front Door: This phase includes paint removal, primer application, and two topcoats of paint. The estimated duration for completion is 5 days, totaling 80 labor hours.
- Ceiling: This phase includes paint removal, primer application, and two topcoats of paint. The estimated duration for completion is 10 days, totaling 160 labor hours.
- Wood Repairs: This phase involves structural and decorative wood repairs. The estimated duration for completion is 4 weeks (20 days), totaling 320 labor hours.

Total estimated duration for the project is 58 days, with a total of 928 labor hours.

Relevant Experience:

Project 1:

Greene County Partnership Building – Exterior Restoration
Location: 115 Academy St, Greeneville, TN 37743
Date Completed: September 20, 2022

Scope of Work:

- **North, West, South, and East Elevations:**
  - Surface preparation including washing, scraping, and priming.
  - Repair and repainting of fascia, columns, trim, ceilings, and windows.
  - Removal and replacement of rotted wood matching original profiles.
- **Masonry Cleaning:**
  - EcoChem cleaning to remove carbon buildup and organic matter.
  - Assessment of mortar joints for potential repairs.
- **Additional Work:**
  - Flagpole cleaning and repainting.
  - Use of lifts, ladders, and scaffolding for access.

Total Project Cost: $38,140

Reference:

Jeff Taylor
Greene County Partnership
Email: Jeff@greenecountypartnership.net
Phone: (423) 914-1147

Project 2:

First Baptist Church – Window & Exterior Restoration
Location: 125 Sedgefield Street, Bristol, VA 24201
Date: March 18, 2024

Scope of Work:

- **Window Restoration (Stained, Upper, Lower, and Back Windows):**
  - Removed and reinstalled storm windows.
  - Scraped loose paint while preserving the existing wood.
  - Inspected and repaired wood, glazing, and glass.
  - Applied sandable wood filler and replaced sections as needed to match the original profile.
  - Applied new glazing and documented broken glass.
  - Sealed perimeters with color-matched polyurethane sealant.
  - Applied one coat of wood primer and two topcoats of exterior paint.
- **Front Painting & Cleaning:**
  - Cleaned the gable end, entrance doors, and large upper windows.
  - Repaired doors, windows, and wood elements following the same restoration methods as the windows.
  - Painted all railings and lamp posts to match existing colors.
- **Exterior Painting (Remainder of the Building):**
  - Cleaned and removed debris from all surfaces.
  - Assessed and repaired damage.
  - Applied primer and two coats of exterior paint, color-matched to existing surfaces.

Total Project Cost: $176,480

Reference:

Terri Thomas
First Baptist Church of Bristol
Email: terri@fbcbristol.org
Phone: 423-963-7576

Project 3:

Greeneville Sun Main Street Building – Column Restoration
Location: 200 S Main St, Greeneville, TN 37743
Date: July 21, 2021

Scope of Work:

- **Column Restoration:**
  - Stripped four (4) front columns to bare wood using a biodegradable Dumond product from Sherwin-Williams.
  - Ensured protection of surrounding sidewalk during stripping.
  - Sanded and repaired columns, carefully matching original profiles.
  - Applied exterior wood primer and two coats of exterior paint.
  - Matched paint color to existing and obtained customer approval.

Total Project Cost: $13,530

Reference:

Kevin Freudenberger
Greeneville Sun
Email: kfreudenberger13@gmail.com
Phone: (423) 552-5213

Additional Data

For the Town's consideration, we recommend the following additional work to enhance the longevity and appearance of the Town Hall's exterior:

- **Reglazing and Painting of the Window in the Entablature:** The existing window within the entablature would benefit from reglazing and a fresh coat of paint to ensure its durability and visual appeal. The cost for this additional work is **$1,500**.

- **Painting the Remaining Cornice on the Front of the Building:** To maintain a uniform appearance and protect the structure from further weathering, it is recommended that the remaining cornice on the front of the building be painted. The cost for this additional work is **$15,600**.

These optional enhancements would further preserve the historic character of the building and prevent the need for more extensive repairs in the future.

Overview

Skyline Restoration & Maintenance specializes in historic preservation, with a proven track record of successfully restoring architectural elements while maintaining their historic integrity. Our team has extensive experience in repairing, refinishing, and preserving structures like the Greeneville Town Hall portico, ensuring they remain both functional and aesthetically true to their original design.

We appreciate the opportunity to submit this proposal and look forward to the possibility of working with the Town of Greeneville on this important restoration project. Additionally, we welcome the opportunity to collaborate on future preservation and maintenance projects that align with our expertise. Please feel free to reach out with any questions or requests for further information.

Thank you,

Ian Jones
Ian@srmhistoric.com
C – 423-972-3352
O – 423-588-5717

TERMS AND CONDITIONS

The Town reserves the right to accept or to reject any or all proposals, to waive any irregularities or informalities in any proposal or in the process, and to accept or reject any item or combination of items. Selection will be to the entity whose proposal, in the opinion of the Town, is the best proposal taking into consideration all aspects of the entity's response.

These specifications constitute the complete set of specification requirements. Any standard forms are to be filled in, signed, sealed in an envelope, and mailed or delivered to the City Recorder's Office on or before the specified time and date of the opening of proposals. The envelope should indicate "Bid Proposal for Portico Column Repair". Timely delivery is solely and strictly the responsibility of each proposer. The Town will in no way be responsible for delays caused by the United States Post Office or delays caused by any other occurrence. Offers by telephone or facsimile will not be accepted. Under no circumstances will a proposal delivered after the time specified be considered. Such proposals will be returned unopened.

No entity will be allowed to withdraw or modify its proposals after the opening time and date.

The Town reserves the right to reject the proposal of any entity who has previously failed in the proper maintenance of an award or to deliver on time services of a similar nature or who is not in a position to perform properly under this award.

Federal, State, County, and City laws, ordinances, rules, and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the proposer will in no way be a cause for relief from responsibility.

In compliance with this Request for Proposals, in consideration of the detailed description attached hereto; and subject to all conditions thereof, the undersigned agrees, if this RFP be accepted, to furnish any or all of the items upon which prices have been quoted in accordance with the specifications applying at the price set opposite each item. The undersigned further agrees, if awarded an order or contract, to indemnify, protect, defend and hold harmless the Town of Greeneville, its City Council, agents and employees from all judgments, claims, suits or demands for payment that may be brought against the Town of Greeneville, agents and employees arising out of the use of any product or article that is provided pursuant to the RFP. The undersigned further agrees to indemnify, protect, defend and hold harmless the Town of Greeneville its City Council, agents and employees from all judgments, claims, demands for payment, or suits or actions of every nature and description brought against the aforementioned alleging injuries and damages sustained by any person arising out of or in the course of the selected firm performing or failing to perform the service and/or providing or failing to provide the goods related to this Request for Proposals.

The undersigned also certifies that he/she/it does not discriminate against any employee or applicant for employment on the grounds of race, age, color, national origin, religion, sex,

disability, genetic information, or any other classification protected by federal, Tennessee state constitutional, or statutory law; and does not and will not maintain or provide his/her/its employees any segregated facilities at any of his/her/its establishments.

The Town of Greeneville offers educational and employment opportunities without regard to race, age, color, national origin, religion, sex, disability or genetic information.

Each entity submitting a proposal assures the Town that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, in that the proposer does not, on the grounds of race, color, national origins, religion, sex, age, handicap, or marital status, discriminate in any form or manner against its employees. The entities understand and agrees that this service is conditioned upon the veracity of this Statement of Assurance.

REQUEST FOR PROPOSAL AGREEMENT

In compliance with the Request for Proposal, in consideration of the detailed description attached hereto; and subject to all conditions thereof, the undersigned agrees, if this Request for Proposal be accepted, to furnish any or all services upon which prices have been quoted in accordance with the specifications applying at the price set opposite each item. The undersigned further agrees, if awarded an order or contract, to protect, defend and hold harmless the Town of Greeneville from any suits or demands for payment that may be brought against it for the use of any product or article that becomes a part of an order or contract, and further agrees to indemnity and hold harmless the Town of Greeneville from any suits or actions of every nature and description brought against it for, or on account of, any injuries or damages received or sustained by any party or parties, or his servants or agents in the course of fulfilling the terms of the contract and/or Request for Proposal.

Skyline Restoration & Maintenance, LLC

Name of Firm

710 Doty Chapel Road, Afton, TN 37616

Address

City State Zip

Authorized Representative Signature

Terms

423-588-5717

Phone Fax Number

law@SRMHistoric.com

E-Mail Address

3-3-25

Date

HOLD HARMLESS AGREEMENT

This Hold Harmless Agreement is between Skyline Restoration & Maintenance, LLC
Name of Contractor
(hereinafter Contractor), and the Town named in this Request for Proposal.

Contractor agrees that as a condition precedent to "Contractor" being awarded a contract from the Town of Greeneville "Contractor" agrees to indemnify, protect, defend, and hold harmless the Town of Greeneville, its City Council, agents, and employees from all judgments, claims, demands for payment, suits or actions of every nature and description brought against the Town, its City Council, agents and employees alleging injuries or damages sustained by any person arising out of or in the course of "Contractor's" providing goods or services to the Town.

(Name of Contractor)

BY: _____

TITLE: Owner

State of Tennessee

County of Greene

Avery Myers personally appeared before me, the undersigned, with whom I am personally acquainted and who, upon oath, acknowledged that he/she/it executed the within instrument for the purposes therein contained, and who further acknowledge that he/she/it is authorized to execute this interment on behalf of

Skyline Restoration & Maintenance, LLC.

_____

Signature

Witness by hand and Notaries seal at office this 3rd day of March, year of 2025.

Notary Public

My Commission Expires: 1-28-26

IAN JONES
STATE OF TENNESSEE NOTARY PUBLIC
WASHINGTON COUNTY
MY COMMISSION EXPIRES 1-28-2026

CERTIFICATE OF NON-DISCRIMINATION

By submission of this Request for Qualifications, the contractor (NAME OF FIRM)

Smythe Restoration & Maintenance, LLC

certifies that he/she/it does not discriminate against any employee or applicant for employment on the grounds of race, age, color, national origin, religion, sex, disability, genetic information, or any other classification protected by federal, Tennessee state constitutional, or statutory law; and does not and will not maintain or provide for his/her/its employees any segregated facilities at any of his/her/its establishments; and, further, that he/she/it does not and will not permit his/her/its employees to perform their services at any location under his/her/its contract where segregated facilities are maintained.

Avery Myers

CONTRACTOR'S NAME

SIGNATURE

3-3-25

DATE

Printed or Typed Name of Individual Signing for the Contractor

MEMORANDUM

TO: City Council

FROM: Todd Smith

DATE March 11, 2025

RE: Town hall columns and windows bid

City Council,

Staff re-issued an RFP to repair the columns and portico at town hall and repair the wooden window frames at town hall. The initial bid did not generate any responses, but the second bid generated three responses.

The full bid sheets are attached. I recommend accepting the base bid and the alternate bid from Skyline Restoration and Maintenance to complete the work.

If you have any questions, please let me know.

Thanks

AGENDA ITEM NO. 8.9

Item Cover Page

GREENEVILLE CITY COUNCIL AGENDA ITEM REPORT

DATE: March 18, 2025

SUBMITTED BY: Cathy Osborne, Administration

ITEM TYPE: Appointment

AGENDA SECTION: New Business

SUBJECT: Consideration of appointment for Town vacancy on the Tusculum-Greeneville-Greene County Industrial Development Board, 6-year term.

SUGGESTED ACTION:

ATTACHMENTS: