

The Procurement Division of Knox County, Tennessee will receive sealed proposals for the provision of **Employee Assistance Services** as specified herein. Proposals must be received by **2:00 p.m. on April 29, 2024**. Late proposals will neither be considered nor returned.

Deliver Proposals To:

**Proposal Number 3548
Knox County Procurement Division
Suite 100
1000 North Central Street
Knoxville, Tennessee 37917**

The Proposal Envelope must show the Company Name, Proposal Number, Proposal Name & Proposal Closing Date.

SECTION I PROPOSAL PREPARATION AND SUBMISSION

- 1.1 ADDITIONAL INFORMATION:** Knox County wants requests for additional information routed to Christina Beeler, Senior Procurement Analyst, at 865.215.5722. Questions may be emailed to christina.beeler@knoxcounty.org. Information about the Knox County Procurement Division and current solicitations may be obtained on the Internet at www.knoxcounty.org/procurement.
- 1.2 ACCEPTANCE:** Vendors shall hold their price firm and subject to acceptance by Knox County for a period of ninety (90) Business Days from the date of the proposal closing, unless otherwise indicated in their proposal.
- 1.3 AUDIT HOTLINE:** Knox County has established an Audit Hotline to report potential fraud and waste. To report potential fraud, waste or abuse, please call 1.866.858.4443 (toll-free). You can also file a report online by accessing <http://www.knoxcounty.org/hotline/index.php>.

Vendors are hereby cautioned that this Audit Hotline does not replace the Award Protest Procedures found in Section VI, Item M of the Knox County Procurement Regulations.

- 1.4 AWARD:** Award will be made to the most responsive, responsible proposer(s) meeting specifications and presenting the product(s) and/or service(s) that is in the best interest of Knox County. Knox County reserves the right to award this proposal on an all-or-none basis, schedule basis or by multiple awards. Knox County reserves the right to not award this proposal. Award will be made in accordance with the evaluation criteria specified herein.
- 1.5 BUSINESS OUTREACH PROGRAM:** Knox County has established a Business Outreach Program which has the responsibility of increasing opportunity for small, minority and women owned businesses. This is being accomplished through community education programs, policy edification, active recruitment of interested businesses and process re-engineering.

Knox County is committed to ensuring full and equitable participation for all disadvantaged businesses. Knox County welcomes submittals from those disadvantaged businesses that have an interest in providing goods and/or services listed herein. In addition, Knox County strongly encourages the inclusion of disadvantaged businesses by non-disadvantaged Contractors who wish to partner or subcontract portions of this agreement in order to accomplish the successful delivery of goods and/or services. If you are a disadvantaged business and would like additional information about our Business Outreach Program, please contact:

Diane Woods, Business Outreach Administrator
Knox County Procurement
Telephone: 865.215.5760
Fax: 865.215.5778
Email: diane.woods@knoxcounty.org

- 1.6 CONFLICT OF INTEREST:** Vendors must have read and comply with the "Non-Conflict of Interest" statement provided in the vendor registration process prior to the closing of this solicitation. Knox County's Non-Conflict of Interest Policy is available for review at https://www.knoxcounty.org/purchasing/conflict_policy.php.

- 1.7 **COPIES:** Knox County requires that proposals be submitted as one (1) marked as original and one (1) exact copy. **Proposers must submit with their written response an exact electronic version of their proposal in a single file on a flash drive format.**
- 1.8 **DECLARATIVE STATEMENTS:** Any statement or words (e.g.: must, shall, will) are declarative statements and the vendor must comply with the condition. Failure to comply with any such condition may result in the proposal being considered non-responsive and disqualified.
- 1.9 **ELECTRONIC TRANSMISSION OF PROPOSALS:** Knox County's Procurement Division will not accept electronically transmitted proposals. Facsimile submission and email are strictly prohibited. Due to the nature of the information requested, all submissions shall be in written format.
- 1.10 **HOW TO DO BUSINESS:** Knox County utilizes a web-based Procurement software system, "KnoxBuys". The system provides our clients (vendors, county departments and the citizens of Knox County) with a more enhanced and end-user friendly means of accessing our services. The system allows for online vendor registration and maintenance, electronic receipt of purchase orders, online retrieval and submittal of quotes, bids and proposals for our vendor-clients and on-line requisitioning and receiving for our county departments.
- In order for the County to maximize its investment and minimize the cost associated with office operations we need your help. When doing business with Knox County we are urging you to please go to our website at www.knoxcounty.org/procurement, register as a vendor in our online Procurement system, "KnoxBuys", if you have not done so and whenever possible to conduct your business with the County through this site. If you have any questions, please contact the Procurement Division Representative listed in Section 1.1 of this document.
- 1.11 **MULTIPLE PROPOSALS:** Knox County will consider multiple proposals that meet specifications.
- 1.12 **NON-COLLUSION:** Proposers, by submitting a signed proposal, certify that the accompanying proposal is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Tennessee or United States law.
- 1.13 **PAYMENT METHOD:** Knox County utilizes two (2) methods of placing orders for products and/or services. The first is the use of Purchase Orders. These Purchase Orders will be issued from the Knox County Procurement Division via the method selected by the vendor during registration. The Purchase Order will detail the quantity, specific item(s) and the contracted price for each item.
- The second method is the use of the Knox County Credit Card (VISA). Orders placed with the card will list the same information as the Purchase Order. Vendors will be given the card information and approval to process the transaction by the requesting department. Vendors must indicate in their proposal response if the vendor will accept Knox County's Credit Card (VISA) as a form of payment. Proposers are prohibited to charge Knox County any type of merchant fee from their financial institution to accept this type of payment.
- 1.14 **POSSESSION OF WEAPONS:** All vendors, their employees and their agents are prohibited from possessing any weapons on Knox County property without prior written consent from the County. In the case of a vendor whose Contract requires possession of firearms or other weapons to successfully complete their Contract, vendor must provide personnel who are bonded to bear said weaponry.
- 1.15 **PROCESSING TIME FOR PAYMENT:** Vendors are advised that a minimum of thirty (30) days is required to process invoices for payment.
- 1.16 **PROOF OF FINANCIAL AND BUSINESS CAPABILITY:** Vendors must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. Knox County will make the final determination as to the vendor's ability.
- 1.17 **PROPOSAL DELIVERY:** Knox County requires proposers, when hand delivering proposals, to time and date stamp the envelope before depositing it in the bid box. Knox County will not be responsible for any lost or misdirected mail sent by common carrier, nor will Knox County be responsible for proposals delivered to addresses or suites other than the delivery address and suite specified at the top of this solicitation. The time clock in the Procurement Division shall serve as the official record of time.

Solicitations must be in a sealed envelope/box prior to entering the Procurement Division office.

Procurement Division personnel are not allowed to see the submittal nor assist in placing documents in an envelope/box. Additionally, the Procurement Division is not responsible for providing materials (e.g. envelopes, boxes, tape) for submittals.

- 1.18 **RECYCLING:** Knox County, in its continuing efforts to lessen the amount of landfill waste and to further recycling efforts, requests that proposals being submitted on paper shall:
- Be submitted on recycled paper;
 - Not include pages of unnecessary advertising;
 - Be made on both sides of each sheet of paper.
- 1.19 **RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS:** It is the responsibility of the prospective proposer to review the entire Request for Proposals (RFP) packet and to notify the Procurement Division if the specifications are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the specifications or proposing procedures must be received in the Procurement Division by **April 9, 2024, at 4:30 p.m. local time.** These requirements also apply to specifications that are ambiguous.
- 1.20 **SIGNING OF PROPOSALS:** In order to be considered, all proposals must be signed. Please sign the original in blue ink. By signing the proposal document, the vendor acknowledges and accepts the terms and conditions stated in the proposal document.
- 1.21 **TAXES:** Knox County purchases are not subject to taxation. Tax exemption certificates will be provided upon request.
- 1.22 **TITLE VI OF THE 1964 CIVIL RIGHTS ACT AND TITLE IX OF THE EDUCATIONAL AMENDMENT OF 1972:** “Nondiscrimination in Federally Assisted Programs”—“No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.” 42 U.S.C. Section 2000. It is the policy of Knox County Government that all its services and activities be administered in conformance with the requirements of Title VI and Title IX.
- 1.23 **USE OF PROPOSAL FORMS:** Vendors must complete the proposal forms contained in the proposal package. Failure to complete the proposal forms may result in proposal rejection.
- 1.24 **VENDOR DEFAULT:** Knox County reserves the right, in case of vendor default, to procure the articles or services from other sources and hold the defaulting vendor responsible for any excess costs occasioned thereby. Should vendor default be due to a failure to perform or because of a request for a price increase, Knox County reserves the right to remove the vendor from the County's bidder's list for twenty-four (24) months.
- 1.25 **VENDOR REGISTRATION:** Prior to the closing of this proposal, **ALL PROPOSERS** must be registered with the Procurement Division. Please register on-line at our website at www.knoxcounty.org/procurement and click on “Online Vendor Registration.” Vendors must be registered with the Procurement Division *prior* to submitting their proposal. Knox County shall not be responsible for technical difficulties experienced by vendors trying to register electronically less than twenty-four (24) hours prior to the proposal closing time.
- 1.26 **WAIVING OF INFORMALITIES:** Knox County reserves the right to waive minor informalities or technicalities when it is in the best interest of Knox County.

SECTION II OBLIGATIONS, RIGHTS AND REMEDIES

These terms and conditions shall be part of the Contract. Knox County reserves the right to negotiate other terms and conditions it deems appropriate and necessary under the circumstances to protect the public's trust.

- 2.1 **ALTERATIONS OR AMENDMENTS:** No alterations, amendments, changes, modifications or additions to this Contract shall be binding on Knox County without the prior written approval of the County.
- 2.2 **APPROPRIATION:** In the event no funds are appropriated by Knox County for the goods or services in any fiscal year, or insufficient funds exist to purchase the goods or services, then the Contract shall expire upon the expenditure of previously appropriated funds or the end of the current fiscal year, whichever occurs first, with no further obligations owed to or by either party.

- 2.3 ASSIGNMENT:** Contractor shall not assign or subcontract this agreement, its obligations or rights hereunder to any party, company, partnership, incorporation or person without the prior written specific consent of Knox County.
- 2.4 BOOKS AND RECORDS:** Vendor shall maintain all books, documents, accounting records and other evidence pertaining to the goods and services provided under this Contract and make such materials available at its offices at all reasonable times during the Contract period and for three (3) years from the date of the final payment under this agreement for inspection by County or by any other governmental entity or agency participating in the funding of this agreement, or any authorized agents thereof; copies of said records to be furnished if requested. Such records shall not include those books, documents and accounting records that represent the Vendor's costs of manufacturing, acquiring or delivering the products and services governed by this agreement.
- 2.5 CHILD LABOR:** Contractor agrees that no products or services will be provided or performed under this Contract that have been manufactured or assembled by child labor.
- 2.6 COMPLIANCE WITH ALL LAWS:** Contractor is assumed to be familiar with and agrees to observe and comply with all Federal, State, and Local laws, statutes, ordinances, and regulations in any manner affecting the provision of goods and/or services, and all instructions and prohibitive orders issued regarding this work and shall obtain all necessary permits.
- 2.7 DEFAULT:** If Contractor fails to perform or comply with any provision of this Contract or the terms or conditions of any documents referenced and made a part hereof, Knox County may terminate this Contract, in whole or in part, and may consider such failure or noncompliance a breach of Contract. Knox County expressly retains all its rights and remedies provided by law in case of such breach, and no action by Knox County shall constitute a waiver of any such rights or remedies. In the event of termination for default, Knox County reserves the right to purchase its requirements elsewhere, with or without competitive solicitation.
- 2.8 GOVERNING LAW; VENUE:** This agreement shall be exclusively construed, governed, and controlled by the Laws of the State of Tennessee without regard to principles of law, including conflicts of law, of any other jurisdiction, territory, country, and/or province. Any dispute arising out of or relating to this agreement shall exclusively be brought in the Chancery Court or the Circuit Court of Knox County, Tennessee. Each party consents to personal jurisdiction thereto and waives any defenses based on personal jurisdiction, venue and inconvenient forum.
- 2.9 INCORPORATION:** All specifications, drawings, technical information, Request for Proposal, Proposal, Award and similar items referred to or attached or which are the basis for this Contract are deemed incorporated by reference as if set out fully herein.
- 2.10 INDEMNIFICATION—HOLD HARMLESS:** Contractor shall indemnify, defend, save and hold harmless Knox County, its officers, agents and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the agreement by Contractor, its subcontractors, suppliers, agents, or employees or due to any negligent act or occurrence or any omission or commission of Contractor, its subcontractors, suppliers, agents or employees.
- 2.11 INDEPENDENT CONTRACTOR:** Contractor shall acknowledge that it and its employees serve as independent contractors and that Knox County shall not be responsible for any payment, insurance or incurred liability.
- 2.12 INSPECTION AND ACCEPTANCE:** Warranty periods shall not commence until Knox County inspects and formally accepts the goods and/or services. The terms, conditions and timing of acceptance shall be determined by Knox County. Knox County reserves the right to reject any or all items or services not in conformance with applicable specifications, and Contractor assumes the costs associated with such nonconformance. Acceptance of goods or services does not constitute a waiver of latent or hidden defects or defects not readily detectable by a reasonable person under the circumstances.
- 2.13 IRAN DIVESTMENT ACT:** By submission of this RFP response, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint response, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each proposer is not on the list created pursuant to Tennessee Code Annotated § 12-12-106.

- 2.14 LIMITATIONS OF LIABILITY:** In no event shall Knox County be liable for any indirect, incidental, consequential, special or exemplary damages or lost profits, even if Knox County has been advised of the possibility of such damages.
- 2.15 NO BOYCOTT OF ISRAEL:** Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, by submission of a response to this solicitation, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each proposer is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel.
- 2.16 NON-DISCRIMINATION AND NON-CONFLICT STATEMENT:** Contractor agrees that no person on the grounds of handicap, age, race, color, religion, sex or national origin shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this agreement or in the employment practices of vendor. Contractor shall upon request show proof of such non-discrimination and shall post in conspicuous places available to all employees and applicants notices of non-discrimination. Contractor covenants that it complies with the Fair Wage and Hour Laws, the National Labor Relations Act, and other Federal and State employment laws as applicable. Contractor covenants that it does not engage in any illegal employment practices.
- Contractor covenants that it has no public or private interest and shall not acquire directly or indirectly any interest that would conflict in any manner with the provision of its goods or performance of its services. Contractor warrants that no part of the total Contract amount provided herein shall be paid directly or indirectly to any officer or employee of Knox County as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor or consultant to Contractor in connection with any goods provided or work contemplated or performed relative to the agreement.
- 2.17 ORDER OF PRECEDENCE:** In the event of inconsistent or conflicting provision of this Contract and referenced documents, the following descending order of precedence shall prevail: (1) Contract, (2) Request for Proposal, (3) Contractor's Response, (4) Award, (5) Special Terms and Conditions, (6) General Terms and Conditions, (7) Specifications, (8) Drawings.
- 2.18 REMEDIES:** Knox County shall have all rights and remedies afforded under the U.C.C. and Tennessee law in Contract and in tort, including but not limited to, rejection of goods, rescission, and right of set-off, refund, incidental, consequential and compensatory damages and reasonable attorney's fees.
- 2.19 RIGHT TO INSPECT:** Knox County reserves the right to make periodic inspections of the manner and means the service is performed or the goods are supplied and warehoused.
- 2.20 SEVERABILITY:** If any provision of this Contract is declared illegal, void or unenforceable, the remaining provisions shall not be affected but shall remain in force and in effect.
- 2.21 TAX COMPLIANCE:** Pursuant to Resolution R-07-1-903 passed by the Commission of Knox County, Tennessee, Contractor hereby acknowledges, by submission of its proposal or proposal and signature, it is current in its respective Federal, State, County, and City taxes of whatever kind or nature, and is not delinquent in any way. Delinquent status must be disclosed or risk debarment by the Knox County Procurement Division.
- 2.22 TERMINATION:** County may terminate this agreement with or without cause at anytime. In the event of termination by either party, fees due for services satisfactorily performed or goods accepted prior to the termination date shall be paid.
- 2.23 UNFORSEEN CIRCUMSTANCES:** During periods of closure due to unforeseen circumstances in Knox County or closures at the direction of the Knox County Mayor, the Procurement Division will enact the following procedures in regard to solicitations and closures:
- If the Mayor closes the Administrative offices prior to the time set for solicitation opening of any business day, all solicitations due that same day will be moved to the next operational business day.
 - Other unforeseen circumstances shall be at the sole discretion of the Procurement Director.
 - Knox County shall not be liable for any commercial carrier's decision regarding deliveries during any unforeseen circumstances.

2.24 **WARRANTY:** Contractor warrants to Knox County that all items delivered and all services rendered shall conform to the specifications, drawings, solicitation and/or other descriptions furnished and/or incorporated by reference, and will be fit for the particular purpose purchased of merchantable quality, good workmanship, and free from defects. Contractor extends to Knox County all warranties allowed under the U.C.C.

SECTION III SPECIAL TERMS AND CONDITIONS

3.1 **INTENT:** The intent of this document is to set forth and convey to prospective proposers the general type, character and quality of an Employee Assistance Program (EAP) desired by Knox County Government. Award will be based on Best Value. Best Value means more than low cost. It includes the items listed in the Evaluation Criteria as well as initial cost, features included, customer service, and other factors detailed herein.

3.2 **ACCEPTANCE:** Vendors are advised that the payment of an invoice does not necessarily constitute an acceptance of services that are provided. Acceptance requires a specific written action by Knox County so stating.

3.3 **ADDITIONS OR DELETIONS:** Knox County reserves the right to add services as the need arises or to delete services that have become obsolete in demand. If services are to be added, Knox County and the Contractor will arrive at a mutually agreed price. Any additions or deletions must be approved in writing by Knox County Procurement prior to any changes in service.

3.4 **AGENCY CONTACTS:** The Contractor will be given a list of key personnel directly associated with the services to be performed for contact information. Only the Knox County Procurement Division will have the authority to make changes during the term of this agreement and in compliance with any resulting Contract.

3.5 **AWARD LENGTH:** The length of this Contract will be three (3) years with the option to renew upon mutual consent of both parties. The term agreement may be renewed for an additional two (2) years, one (1) year at a time, for a possible total of five (5) years. Knox County reserves the right to purchase these products and/or services from other sources if the need arises. Knox County reserves the right to revoke the award if a pattern of unavailability arises with the vendor.

3.6 **CHANGES AFTER AWARD:** It is possible that after award, Knox County might change its needs or requirements. Knox County reserves the right to make such changes after consultation with the vendor. Should additional costs arise, Knox County reserves the right to consider accepting these charges provided the vendor can document the increased costs. Knox County also reserves the right to accept proposed service changes from the vendor if they will lower the cost to Knox County and/or provide improved service.

3.7 **COMMUNICATIONS:** The successful execution of this contract will require extensive communication between all involved parties. While information may be transmitted via telephone, it should always be followed up with an email. It is essential that the Contractor have an efficient and properly working email capabilities. The Contractor will be required to submit a list of individuals, along with direct phone numbers, cell phone numbers, fax numbers and email addresses for the agency's contacts. These individuals must be familiar with the Knox County Contract and have authority to make adjustments as requested by Knox County.

3.8 **COMPLIANCE WITH ALL APPLICABLE REGULATIONS:** Vendor agrees and covenants that the company, its agents and employees will comply with all City, County, State and Federal codes, laws, rules and regulations applicable to the business to be conducted under this contract. If the vendor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, the vendor shall bear all costs arising from such work.

3.9 **CONTACT PERSONNEL:** Essential to the success of this Contract is the development of a good working relationship between the Vendor and Knox County. It is imperative that the Knox County account be handled efficiently and professionally. Knox County should be assigned no more than two (2) Vendor contacts to handle billing inquiries and service related issues. In the event one or both contacts leave the Knox County account, the Vendor shall formally introduce the new contacts to Knox County personnel. These contacts must be knowledgeable of the County's account to avoid an interruption of service.

3.10 **CONTRACT EXECUTION:** The award of this proposal may result in a Contract between Knox County and the successful Vendor(s).

The Contract may require Knox County Commission approval. The successful Vendor(s) may be required to be present at the County Commission Meeting(s) to answer questions relating to the service to be performed.

Adequate notification will be given by Knox County Procurement Division if the awarded vendor(s) will need to attend meetings. There shall be no cost to Knox County for attendance of the Vendor(s). Knox County will draft the Contract. The Knox County Procurement Division will not accept any vendor's contract. If Master Agreements, Service Agreements, Terms and Conditions or other contract agreements are submitted they will not be accepted.

3.11 ELIGIBLE DEPARTMENTS: This Request for Proposal covers all Knox County Departments that are eligible to participate in an Employee Assistance Program. This program is administered by Knox County Mayor's Office, Benefits Department. Eligible Knox County Departments include but are not limited to: The Mayor's Division as well as all other elected officials and their employees, such as the Sheriff's Office, Trustee's Office, Register of Deeds, County Clerk, Criminal & 4th Circuit, Circuit & Civil Sessions, Attorney General, Sessions Judges, County Commission, Public Building Authority, Metropolitan Planning Commission, etc. This proposal does **NOT** include the Knox County Schools or the Knoxville-Knox County Community Action Committee.

3.12 ELIGIBLE EMPLOYEES: Knox County Employees are dispersed over several locations in Knoxville. The main location is the City/County Building, 400 Main Street, Knoxville, Tennessee. For this proposal, the number of employees will include all elected officials and all employees that work for departments that are eligible to participate in an employee assistance program (EAP). All employees, regardless of status (full-time, part-time, etc.) are eligible for the EAP benefit.

Approximate Current Number of Eligible Employees 3,100

3.13 EVALUATION CRITERIA: This proposal will be evaluated using the following criteria:

- | | |
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| - Experience, Capabilities and Qualifications | 10 points |
| - Methodology, Services, and Standards | 40 points |
| - Provider Network and Participant Experience | 25 points |
| - Cost of Services | 25 points |

Knox County may select an Evaluation Committee for this solicitation to thoroughly review and score all submitted responsive and responsible proposals. Each evaluator will have the ability to award up to 100 points, based on the Evaluation Criteria, per submission.

3.14 EVALUATION REVIEW: Knox County reserves the right to use all pertinent information that might affect the County's judgment as to the appropriateness of an award to the best evaluated Vendor(s). This information may be appended to the proposal evaluation process results. Information on a service provider from reliable sources, and not within the service provider's proposal, may also be noted and made part of the evaluation file. Knox County shall have sole responsibility for determining a reliable source. Knox County reserves the right to conduct written and/or oral discussions/interviews after the proposal closes. The purpose of such discussions/interviews is to provide clarification and/or additional information to make an award that is in the best interest of Knox County.

3.15 EXCEPTIONS TO SPECIFICATIONS: Vendors taking exception to any part or section of these specifications shall indicate such exceptions on their submittal. A failure to indicate any exception(s) shall be interpreted as the Vendor's intent to fully comply with the specifications as written. Conditional or qualified offers are subject to rejection in whole or in part. Any exceptions shall be included in TAB XIII of the submittal. Do not strike through or in any other way alter the RFP. Exceptions listed within other sections of the submittal shall not be reviewed or considered.

3.16 GRATUITIES AND KICKBACKS: It shall be a breach of ethical standards for any person or company to offer, give, or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim, or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefore.

It shall be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order.

Breach of the provisions of this paragraph is, in addition to a breach of this Contract, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under Knox County contracts.

3.17 INSURANCE: The successful Vendor(s) must carry the insurance as indicated on the Insurance Checklist Attachment hereto. As proof of the Vendor's willingness to obtain and maintain the insurance, the Vendor must complete, sign and have its insurance agent sign the attachment and submit it with the proposal.

Upon the Notification of Intent to Award, the successful vendor will be required to submit a Certificate of Insurance (COI) including any corresponding endorsement page(s) with the specified coverage and listing Knox County as an additional insured. It shall be the successful vendor's responsibility to keep a current COI and endorsement page(s) on file with Knox County Procurement for as long as the contract is in effect.

3.18 INVOICE DETAIL: Knox County is requesting invoices to show the following details to help expedite review and payment. The Contractor(s) may be required to modify invoicing procedures to show the detail. All potential Contractors are hereby cautioned that Knox County will only pay from original invoices and not facsimiles or copies. Invoices which do not adhere to these details may be returned to the Contractor for correction.

3.18.1 The invoice must show the amount due to the Contractor by Knox County;

3.18.2 The invoice must show a summary of completed work;

3.18.3 Invoices are to be original and uniquely pre-numbered;

3.18.4 Invoices which do not show this information are subject to rejection.

3.19 INVOICING PROCEDURES: Knox County requests that invoices be easy to read and understand. Invoices are to be original and uniquely pre-numbered. Each participating agency to this Contract may be required to use different invoicing information and procedures. This information and procedures shall be provided to the contractor(s) prior to Contract execution. There shall be no additional charge for this information and procedures to be included. Mail invoices for Knox County Benefits to:

Knox County Benefits Department
400 Main Street, Suite 360
Knoxville, TN 37902-1850
Inquiries: 865-215-3800

3.20 NEGOTIATION: Knox County may select a successful proposer on the basis of initial offers received without discussions. Therefore, each proposal shall contain the proposer's best terms from a cost or price and service standpoint. Knox County reserves the right to enter into Contract negotiations, including, but not limited to, rates and terms, with the highest-rated proposer. If Knox County and the selected proposer cannot negotiate a successful agreement, Knox County may terminate said negotiations and begin negotiations with the next highest-rated proposer.

3.21 NEWS RELEASES BY VENDORS: As a matter of policy, Knox County does not endorse the services of a Contractor. A Contractor will not make news releases concerning any resultant contract from this solicitation without the prior written approval of Knox County.

3.22 NO CONTACT POLICY: After the date and time that the vendor receives this solicitation, any contact initiated by any proposer with any Knox County representative, other than the Procurement Division representative listed herein, concerning this Request for Proposal, is strictly prohibited. Any such unauthorized contact may cause the disqualification of the proposer from this procurement transaction.

3.23 OFFER WITHDRAWAL: No proposal can be withdrawn after it is filed unless the proposer makes a request in writing to the Knox County Procurement Division prior to the time set for the closing of proposals or unless the County fails to accept within ninety (90) business days after the date fixed for the closing the RFP.

3.24 PREPARATION OF PROPOSAL: The proposer must bear all costs associated with the preparation of the proposal and any oral presentation if required by Knox County.

3.25 PRICING: The proposer(s) warrants that the unit price stated shall remain firm for a period of thirty six (36) months from the first day of the Contract period. If the Contractor's price is increased after the first contract period, Knox County must be given a written notice to consider. Such a request shall include as a minimum, (1) the cause for the adjustment; (2) the amount of the change requested with documentation to support the requested adjustment. Price increases will only be considered at the renewal period(s). If the price increase is rejected the contractor may:

- Continue with the existing prices;
- Request a lower price increase;
- Not accept the renewal offer.

If a price increase is approved by Knox County, the approval notification will be done in writing and the Contractor will be notified of the new price schedule and effective date of increase. This documentation will become part of the proposal file. No approvals will be authorized verbally.

- 3.26 PROPOSAL CONTENT:** The proposer’s response must contain a thorough description of the background of the proposer and sufficient evidence showing that the proposer is capable of providing the services. The proposer’s response must thoroughly expound on the proposer’s understanding of how the proposed services will meet Knox County’s needs. The proposal must also contain an explanation of the implementation plan and the proposer’s ongoing commitment to service.
- 3.27 PROPOSAL EVALUATION:** In evaluation of submitted proposals, Knox County reserves the right to use any or all of the ideas from the proposals submitted without limitation and to accept any part or the entire successful proposal in selecting an operation which is judged to be in the best interest of Knox County. All material submitted becomes property of Knox County.
- 3.28 PROPOSAL FORMAT:** This solicitation is in the Request for Proposal (RFP) format. At the specified date and time, each proposer’s name will be publicly read aloud. No further information will be given at that time. Evaluation of the proposals will proceed as expeditiously as possible and successfully, as well as unsuccessful, notification will be given.
- 3.29 PROPOSER OBLIGATION:** Proposers shall become fully acquainted with conditions relating to the scope of the work detailed in this RFP. Failure to become acquainted with the existing conditions shall in no way absolve the proposer of any obligations with respect to this RFP or the Contract.
- 3.30 PUBLIC RECORDS ACT:** Knox County is subject to the Tennessee Open Records Act 10-7-503 et seq. Proposers are cautioned that all documents submitted on behalf of this Request for Proposals shall be open to the public for viewing and inspection.
- 3.31 QUANTITIES:** Knox County does not guarantee any quantity of services will be utilized under this solicitation. Services will be utilized on an as-needed basis.
- 3.32 REJECTION OF PROPOSALS:** Knox County reserves the right to reject any and all proposals received as a result of this request and to waive any informality, technical defect or clerical error in any proposal, as the interests of Knox County may require. Non-acceptance of any proposal will be devoid of any criticism of the proposal and of any implication that the proposal is deficient in any manner. Non-acceptance of any proposal shall be construed as meaning simply that the County does not deem the proposal acceptable or that another proposal was deemed more advantageous to Knox County for the particular services proposed.
- 3.33 REFERENCES:** Bidders must submit a list of three (3) references with which they have performed and placed this type of service within the last year. Each vendor is responsible for obtaining approval to submit and confirming the contact information provided for each reference. Knox County will not be responsible for gathering additional information for references that are incomplete or incorrect. Reference checks will be sent via email only. Reference Forms that cannot be delivered with the contact information listed, not returned prior to the deadline listed on the form, or not returned at all will be scored accordingly.
- Vendors, by submitting a signed proposal, certify that they have provided services comparable to the items specified in this Contract to the parties listed in the reference section and authorizes the County to verify references of business. Do not list Knox County Government as a reference. References shall be submitted on Attachment A of this RFP.
- 3.34 SUBMIT QUESTIONS:** Prospective proposers may submit questions concerning this solicitation until **April 9, 2024, at 4:30 p.m. local time**. Submit questions as noted in Section 1.1. Knox County will review each question and answer appropriately via a written addendum. Addenda will be placed on the “KnoxBuys” page and posted on the County’s website at www.knoxcounty.org/procurement. Proposers shall be solely responsible for acknowledging any addenda.

SECTION IV SCOPE OF SERVICES

- 4.1 **SCOPE:** Employee Assistance Program administration and related services shall be provided for Knox County Government participants during the employee's active employment and for thirty (30) days following termination.
- 4.2 **DESCRIPTION OF SERVICES TO BE PROVIDED:** Please refer to Section V – Proposal Format for additional descriptions of the services to be provided. A brief summary is listed below:
- Confidential, face-to-face counseling services with up to 10 sessions
 - Quarterly and annual statistical reports with analysis
 - Employer referral services and consultation
 - Critical incident response
 - Onsite and online trainings
 - Robust network of professionals sufficient to provide timely EAP services
 - 24/7 toll-free phone line with crisis counseling and problem assessment
- 4.3 **HIPAA COMPLIANCE:** The vendor shall comply with the Health Insurance Portability and Accountability Act (HIPAA) in the exchange of any and all medical records of employees and their family members.
- 4.4 **INSURANCE BROKERS:** Knox County Government **will not** be accepting proposals from insurance brokers. Knox County will only accept proposals from EAP organizations who can provide the services as stated in this solicitation. Knox County is a member of the HealthCareTN Business Coalition and has a contract with Trinity Benefit Advisors for consultative services. Knox County will solicit guidance or advice from these sources on an as-needed basis.
- 4.5 **OPEN ENROLLMENT:** Knox County Government conducts open enrollment meetings each fall for Employee Benefits. The successful proposer is not expected to participate in these meetings but is welcome to participate voluntarily.
- 4.6 **PARTICIPANTS:** Proposer(s) will accept all eligible Knox County employees, their dependents and individuals residing in employee households. Participants do not include employees of Knox County Schools or the Knoxville-Knox County Community Action Committee.

SECTION V PROPOSAL FORMAT

Proposers are to use the following format for the preparation and submission of their proposals. Failure to follow this format may be just cause for rejection of proposals. Cost of preparation of proposals is the sole responsibility of the proposer.

- Proposals must be submitted in a three-ring binder containing sections separated by tabs. Within the tabbed sections, create subsections where indicated by placing a sheet of colored paper with the subsection name printed on it as a divider to mark the beginning of the subsection. Page numbers should be placed on the bottom center of pages. Do not submit spiral or glue bound binders.
- Please submit one (1) marked as original and one (1) exact copy. Proposers must submit with their written response an exact electronic version of their proposal in a single file on a flash drive format.
- Volume of response will not be rewarded. Short, to-the-point responses are highly preferred. Each response must address the following questions/statements directly and completely. When specific metrics or statistics have been requested, failure to report a number, range or estimate (appropriately noted as such) may be deemed a non-response.

TAB I COVER LETTER

Include cover letter authorizing the submission of the proposal signed by the principal of the company.

TAB II COMPANY PROFILE

1. Company Name, Address Telephone
2. Contact name(s) and information (phone, email)
3. Proposer's Vendor Number as assigned by Knox County
4. Employer Identification Number (EIN)
5. Knox County Business Tax License for Organization (if applicable)
6. Knox County Business Tax License(s) for Subcontractor(s) (if applicable)
7. Will you accept E-commerce for payment as detailed in Section 1.13?
8. Acknowledgement of the receipt of any Addendum issued

TAB III EXPERIENCE CAPABILITIES AND QUALIFICATIONS

Proposers are to detail the Company's experience relating to Employee Assistance Services as requested in this RFP.

1. As an organization, briefly describe what you believe is uniquely superior in the processes and services standardly provided by your organization compared to what is standardly provided in the EAP industry and by your direct competition.
2. Knox County must be made aware of any conflicts of interest or relationships that may be perceived as conflicts of interest. Please use this space to make any such disclosures and to answer the following questions.
 - a. Is your organization owned by another organization? If yes, what is the name of the organization?
 - b. Does your organization or your parent organization (if applicable) have any affiliation or ownership of any organization that provides mental health or substance abuse services? If yes, describe the nature of the affiliation.
3. Provide a brief overview of your company including the organization's total number of years in business and the number of years providing Employee Assistance Services.
4. How many of your current clients employ at least 1,000 employees in Tennessee? In Knox County?
5. Provide Qualifications/Experience of the Project Team to be assigned to Knox County.
 - c. Title
 - d. Resume
 - e. Contact information
 - f. Number of accounts assigned to position at one time
 - g. Narrative description of the work the project team/member will perform
 - h. Include all Licenses and/or Certifications for all Project Team members assigned to Knox County.

METHODOLOGY

Subsection: Overview

1. Will your organization provide the following throughout the entire contract period? *Affirmative answer (“Yes.”) or clear/specific written exception is required for qualification.*
 - a. Up to 10 face-to-face self-referral or employer-referral visits per incident or problem with no yearly cap. Visit approval is contingent on meeting your organization’s definition of EAP appropriate services (submit in Question 2 below). When a disagreement arises, Knox County reserves the right to appeal cases initially deemed to be beyond the scope of EAP appropriate services. Appeals will result in a second review by a case manager who did not make the initial denial and who will consider new information about the case submitted after the initial review.
 - b. Representatives will work collaboratively with participants to determine a treatment plan and discuss ways to adapt the scope of requested services to fit the resolution-focused goal of EAP services. The participant’s experience will be focused on encouraging EAP utilization, not service rationing. Knox County understands that not all needs can be addressed by the EAP and provides employees with education regarding the limited scope of EAP services, but the EAP will be expected to act as a partner in helping participants define resolution-focused requests.
 - c. When the services needed are beyond the scope of EAP care, referrals will be made to appropriate providers and facilities that are in-network with the participant’s medical insurance whenever possible. To demonstrate sensitivity to participant cost, referrals will not be made to out-of-network facilities or providers if in-network services are available, and out-of-network referrals will only be made after documented discussion with the participant that the services will be out-of-network. Most participants are covered by BlueCross BlueShield of Tennessee Network S through Knox County’s medical insurance coverage, but participants may have other types of medical insurance if they declined Knox County’s offering. Proposer will work with BlueCross and other medical insurance carriers as needed to make in-network referrals.
2. EAP Appropriate Services: Include the definitions, protocols or other pertinent guidelines that define how your organization determines which care is appropriate for EAP services and when the participant should be referred to other resources including long-term, intensive or more specialized services.
3. Complete the following table to show the average and maximum amount of time before counselor assignment and first appointments for the different types of services listed below. Please include the percent of initial assessments that end in that category of service:

Type of Service	# Hours/Days to Counselor Assignment		# Hours/Days to First Appointment		% of Initial Assessments that end in this Category
	Average	Maximum*	Average	Maximum*	
Crisis/Emergency					
Urgent					
Non-urgent					
Work-Life Services					
Referral to Outside Organization					

*Note: Maximum is the limit set by the EAP as the maximum allowable time before assignment/appointment except when the participant requests a later date.

Subsection: Utilization and Reporting

4. Will your organization provide the following throughout the entire contract period? *Affirmative answer (“Yes.”) or clear/specific written exception is required for qualification.*

- a. Provide utilization reporting on a quarterly basis that shows both quarterly and yearly cumulative utilization. At no additional cost, reporting will include two utilization rates (defined as the percent utilizing EAP counseling services and the percent utilizing all services), the average number of sessions approved for each case (excluding or in addition to metrics regarding work-life balance services), the total number of in-person counseling sessions provided per quarter (excluding or in addition to metrics regarding work-life balance services), and the number of EAP assessments that are deemed to be outside the scope of EAP services (referred to outside resources).
5. What is the average utilization rate (%) for your organization's current EAP clients? How does your organization calculate utilization rates?
6. What is the average number of sessions approved by your organization for cases with current EAP clients? For context, please also provide your average or standard cap on maximum visits per case.

Subsection: Account Management Strategy

Knox County believes having collaborative relationships with account teams is an important component of successfully offering employee benefits and providing participants with good experience. Please answer the following questions regarding your organization's account management strategies and ways your organization will collaborate with Knox County to ensure high-quality participant experiences.

7. Will your organization provide the following throughout the entire contract period? *Affirmative answer ("Yes.") or clear/specific written exception is required for qualification.*
 - a. Upon termination of the contract, the proposer will work collaboratively with Knox County and the EAP successor to facilitate a successful transition of services. This may include transitioning records (in a manner compliant with all applicable state and federal laws) and having call center staff refer callers to the new EAP service during the transition period.
8. Describe your organization's process for evaluating participant and client satisfaction. How is formal and informal feedback used to improve how service is provided?
9. If a participant reaches out to Knox County or your organization with adverse feedback about their EAP experience, how does your organization typically work to correct the negative experience?
 - a. Use a participant having an initial phone call interaction that they perceived as negative as a first example.
 - b. Use a participant being unable to get an appointment in a timely manner as a second example.
 - c. Use a participant having a poor experience with a contracted counselor as a third example.

TAB V

SERVICES

1. Please provide a brief summarized list (bulleted) of services your organization is offering under this proposal. If there are additional buy-up options, please list and indicate their buy-up status appropriately.

Subsection: Employer Referrals

2. Will your organization provide the following throughout the entire contract period? *Affirmative answer ("Yes.") or clear/specific written exception is required for qualification.*
 - a. Provide employer referral services, including mandatory and non-mandatory referrals, for referrals made by the Knox County Human Resources Department and/or employee supervisors. Your organization will provide written documentation confirming visit attendance for mandatory employer referrals.
3. Briefly describe how your organization would handle the following employer referrals:
 - a. Alcoholism/substance abuse
 - b. Monetary/financial problems
 - c. Family violence
 - d. Stress and stress related problems
4. Describe resources for supervisor consultation and/or training on the referral process.
5. What type(s) of follow-up will be provided to referring supervisors and/or the Human Resources Department to inform them that their referral has been acted upon? Provide an example of the letter, report or email provided.

Subsection: Critical Incident Response

6. Will your organization provide the following throughout the entire contract period? *Affirmative answer ("Yes.") or clear/specific written exception is required for qualification.*
 - a. Proposer will provide an unlimited number of critical incident responses. Approval is contingent on meeting your organization's definition of a critical incidence appropriate for response.

7. Describe what your organization defines as a critical incident appropriate for response. Include the definitions, protocols or other pertinent guidelines that define how your organization determines when a critical incident response is appropriate. If Knox County is the sole party who determines when a critical incident has occurred, please state that here.
8. Describe your critical incident response services and the type of team deployed.
 - a. What is your guaranteed response time for addressing critical incidents?
 - b. Is there a maximum number of hours per response? If yes, state the number.
 - c. Is there a maximum number of respondents deployed for each incident? If yes, state the number.

Subsection: Onsite and Online Trainings

9. Will your organization provide the following throughout the entire contract period? *Affirmative answer ("Yes.") or clear/specific written exception is required for qualification.*
 - a. Proposer will provide up to 20 hours of onsite training on mental health and work-life related topics for general employees and/or supervisors at the discretion of Knox County.
 - b. Proposer will also provide online training on mental health and work-life related topics either through live webinars, pre-recorded webinars or online modules.
10. How does your organization ensure that onsite training sessions provide credible, reliable information? Is there a prescribed curriculum?
11. How do employees access online training? If possible, provide the website address and a demo login username and password.
12. Provide a list of training courses available in-person.
13. Provide a list of training courses available online.

TAB VI

PERFORMANCE STANDARDS

Proposer must agree and will comply with the below performance requirements. If Proposer cannot agree, they must give a detailed explanation as to why their organization will not comply with this requirement.

1. Telephone Response Time	Agree? Yes / No
Guarantee	85% of incoming Member Services Line calls will be answered within an average of thirty (30) seconds or less.
Definition	Response time is defined as the amount of time elapsing between the time a call is received into the phone system and when a live Member Services Line representative answers the phone.
Penalty	\$500 for each full second over the thirty (30) second benchmark. Quarterly guarantee.
Measurement	Based on internal telephone support system reports. Measured quarterly; reported and reconciled annually.
2. Call Abandonment Rate	Agree? Yes / No
Guarantee	Less than 5% percent of calls are abandoned.
Definition	Abandonment rate is defined as the percent of callers who hang up before reaching a live voice.
Penalty	\$500 for each full percentage of callers over the 5% benchmark. Quarterly guarantee.
Measurement	Based on internal telephone support system reports. Measured quarterly; reported and reconciled annually.
3. Utilization Reports Agree? Yes / No	
Guarantee	Utilization reports will be delivered by the 45th day subsequent to the end of each reporting period.

Definition	Utilization reports meeting the reporting requirements of this RFP will be available to the Benefits Department by the quarterly deadline.
Penalty	\$500 for every day that reports are late. Quarterly.
Measurement	Measured quarterly; reconciled annually.

TAB VII

PROVIDERS AND NETWORK ADEQUACY

1. Use the grid below to provide the number of personnel (staff and contract) that are available in Knox County along with the minimum education and minimum credentials required by your organization to provide services under each category. Personnel may be listed in more than one specialty. Use the top rows to write the number of unique personnel (staff or contract) in Knox County.

Category	# of Counselors	Min. Education	Min. Credential	# Available Evenings	# Available Weekends
Total Unique Counselors					
Alcohol/Drugs					
Workplace problems					
Family					
Marital					
Grief					
Other					
Total Unique Work-Life Personnel					
Legal					
Financial					
Medical					
Other					

2. How does your organization address network Adequacy issue if they arise?

PARTICIPANT EXPERIENCE

Subsection: Overview

1. Will your organization provide the following throughout the entire contract period? *Affirmative answer (Yes.) or clear/specific written exception is required for qualification.*
 - a. A 24/7 toll-free phone number (and TTY and translation lines) with counselors available to provide immediate support to participants in crisis, conduct phone-based problem assessment, answer questions and for participant-initiated requests for services. During regular business hours (8:00 – 5:00 p.m. EST), the phone service will also provide management consultations.
2. Will participants initially reach an automated phone menu on the 24/7 toll-free line? If yes, what is the average time spent waiting before being connected to a live person?
3. Please list any additional methods participants must contact the EAP to get information or ask questions.
4. Does your organization have a website? If yes, what services and/or information is available on this site?
5. Provide screenshots of the computer portal used by the staff who answer calls. Include scripting prompts and images of the screens they will use to identify local services (EAP) and in-network services (referrals outside EAP).

Subsection: Promotion and Outreach

Knox County believes increasing utilization rates is a shared responsibility with the EAP vendor, and the Benefits Department seeks to work collaboratively with the EAP vendor to promote the services offered.

6. Please describe how your organization envisions working collaboratively with Knox County to support promotion and utilization.
7. Are all promotional materials included in your fee? If not, please itemize costs in the cost tab.

Subsection: Promotional Materials

8. Please create a page bulleting the types of promotional materials enclosed in this section.
9. Please provide examples of all promotional materials available to Knox County. Include example brochures, referral cards, emails, newsletter content, flyers, etc.

COST OF SERVICES

The proposer(s) warrants that the unit price stated shall remain firm for a period of thirty six (36) months from the first day of the Contract period.

1. Administrative Fee: Please provide both a PEPM and a PEPM + per visit fee schedule. A visit will be defined as a face-to-face counseling session (excluding work-life services). If your organization has a preference, please indicate which payment model is preferred or write “Yes” for both models if neither is preferred. Knox County will be the sole party determining which payment model to execute in the final contract.
 - a. Preferred (Y/N): _____ PEPM Rate: _____
 - b. Preferred (Y/N): _____ PEPM Rate: _____ AND Per Visit Fee: _____
2. List all additional costs to the employer associated with initial and long-term program promotion to participants, including an itemization of any promotional materials not included in the administrative fee. Indicate whether costs are optional or required.
3. List all additional costs to the employer for services not already specified. Indicate whether costs are optional or required.
4. Additional Services: Knox County intends to allow the opportunity for eligible departments to purchase additional services through the contract resulting from this RFP, though nothing shall be construed as to prohibit Knox County or eligible departments from seeking these services elsewhere. Please provide pricing for the following buy-up options:
 - a. 1 hour of one-on-one annual employment counseling (initial employment, yearly mandatory, etc.)
 - b. 1 hour of on-site group counseling (for work-related, non-critical incident counseling)
 - c. 1 hour of on-site education or training
 - d. 1 hour of other on-site engagement/promotion of EAP services, mental health and work-life balance

Knox County requests that all submittals be concise and not include additional advertisement or other information not relative to the requirements or specifications of this Request for Proposal.

OTHER INFORMATION

Proposers may include any other information deemed pertinent to this solicitation.

TAB XI

ATTACHMENTS

- References (Attachment A)
- Insurance Checklist (Attachment B)
- Iran Divestment Act (Attachment C)

TAB XII

SAMPLE CONTRACT AND BUSINESS ASSOCIATE AGREEMENT – EXHIBIT A&B

Upon award, the Proposer must assert that they are prepared to immediately execute a Contract and Business Associate Agreement in the form and substance of Exhibit A&B (Attached).

TAB XIII

EXCEPTIONS

Please note any and all exceptions taken to any part this Request for Proposal. If none are taken, please clearly state so. Do not mark through or otherwise alter the language of this RFP in your response.

**ATTACHMENT A
KNOX COUNTY PROCUREMENT DIVISION
REFERNCES
PROPOSAL NUMBER 3548**

Vendor Name: _____

Vendor shall submit a list of three (3) Contracts of similar work completed in Employee Assistance Services which have been in service within the last year. Each vendor is responsible for obtaining approval to submit and confirming the contact information provided for each reference. Knox County will not be responsible for gathering additional information for references that are incomplete or incorrect. References checks will be sent via email only. Reference Forms that cannot be delivered with the contact information listed, not returned prior to the deadline listed on the form, or not returned at all will be scored accordingly. Do not list Knox County Government as a reference.

Name of Firm: _____	
Contact Person: _____	Phone Number: _____
E-mail Address (required): _____	Fax: _____
Contract start date: _____	Contract end date: _____
Nature of Contract: _____	
Services Provided: _____	

Name of Firm: _____	
Contact Person: _____	Phone Number: _____
E-mail Address (required): _____	Fax: _____
Contract start date: _____	Contract end date: _____
Nature of Contract: _____	
Services Provided: _____	

Name of Firm: _____	
Contact Person: _____	Phone Number: _____
E-mail Address (required): _____	Fax: _____
Contract start date: _____	Contract end date: _____
Nature of Contract: _____	
Services Provided: _____	

**ATTACHMENT B
KNOX COUNTY PROCUREMENT DIVISION
INSURANCE CHECKLIST
PROPOSAL NUMBER 3548**

THE CERTIFICATE OF INSURANCE MUST SHOW ALL COVERAGES & ENDORSEMENTS WITH "YES" AND ITEMS 20 TO 23.

REQUIRED:	NUMBER	TYPE OF COVERAGE						COVERAGE LIMITS	
YES	1.	WORKERS COMPENSATION						STATUTORY LIMITS OF TENNESSEE	
YES	2.	EMPLOYERS LIABILITY						\$100,000 PER ACCIDENT \$100,000 PER DISEASE \$500,000 DISEASE POLICY LIMIT	
YES	3.	AUTOMOBILE LIABILITY						COMBINE SINGLE LIMIT	\$1,000,000
		<input checked="" type="checkbox"/>	ANY AUTO-SYMBOL (1)				(Per -Accident)		
							BODY INJURY (Per -Person)		
							BODY INJURY (Per-Accident)		
							PROPERTY DAMAGE (Per-Accident)		
YES	4.	COMMERCIAL GENERAL LIABILITY						LIMITS	
			CLAIM MADE	<input checked="" type="checkbox"/>	OCCUR		EACH OCCURRENCE	\$ 1,000,000	
							FIRE LEGAL LIABILITY	\$ 100,000	
							MED EXP (Per person)	\$ 5,000	
		GEN'L AGGREGATE LIMITS APPLIES PER						PERSONAL & ADV INJURY	\$ 1,000,000
			POLICY	<input checked="" type="checkbox"/>	PROJECT		GENERAL AGGREGATE	\$ 2,000,000	
							PRODUCTS-COMPLETED OPERATIONS/AGGREGATE	\$ 2,000,000	
YES	5.	PREMISES/OPERATIONS						\$1,000,000 CSL BI/PD EACH OCCURRENCE \$2,000,000 ANNUAL AGGREGATE	
YES	6.	INDEPENDENT CONTRACTOR						\$1,000,000 CSL BI/PD EACH OCCURRENCE \$1,000,000 ANNUAL AGGREGATE	
YES	7.	CONTRACTUAL LIABILITY (MUST BE SHOWN ON CERTIFICATE)						\$1,000,000 CSL BI/PD EACH OCCURRENCE \$1,000,000 ANNUAL AGGREGATE	
NO	8.	XCU COVERAGE						NOT TO BE EXCLUDED	
YES	9.	UMBRELLA LIABILITY COVERAGE						\$1,000,000.00	
		PROFESSIONAL LIABILITY							
NO	10.		ARCHITECTS & ENGINEERS				\$1,000,000 PER OCCURRENCE/CLAIM		
NO			ASBESTOS & REMOVAL LIABILITY				\$2,000,000 PER OCCURRENCE/CLAIM		
NO			MEDICAL MALPRACTICE				\$1,000,000 PER OCCURRENCE/CLAIM		
NO			MEDICAL PROFESSIONAL LIABILITY				\$1,000,000 PER OCCURRENCE/CLAIM		
NO	11.	MISCELLANEOUS E & O						\$500,000 PER OCCURRENCE/CLAIM	

NO	12.	MOTOR CARRIER ACT ENDORSEMENT	\$1,000,000 BI/PD EACH OCCURRENCE UNINSURED MOTORIST (MCS-90)
NO	13.	MOTOR CARGO INSURANCE	
NO	14.	GARAGE LIABILITY	\$1,000,000 BODILY INJURY, PROPERTY DAMAGE PER OCCURRENCE
NO	15.	GARAGEKEEPER'S LIABILITY	\$500,000 COMPREHENSIVE \$500,000 COLLISION
NO	16.	INLAND MARINE BAILEE'S INSURANCE	\$
NO	17.	DISHONESTY BOND	\$
NO	18.	BUILDERS RISK	PROVIDE COVERAGE IN THE FULL AMOUNT OF THE CONTRACT UNLESS PROVIDED BY OWNER.
NO	19.	USL&H	FEDERAL STATUTORY LIMITS

20. CARRIER RATING SHALL BE BEST'S RATING OF A-VII OR BETTER OR ITS EQUIVALENT.
21. THE COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED ON ALL POLICIES EXCEPT WORKERS' COMPENSATION AND AUTO.
22. CERTIFICATE OF INSURANCE SHALL SHOW THE PROPOSAL NUMBER AND TITLE.
23. OTHER INSURANCE REQUIRED _____.

INSURANCE AGENT'S STATEMENT AND CERTIFICATION: I HAVE REVIEWED THE ABOVE REQUIREMENTS WITH THE PROPOSERS NAMED BELOW HAVE ADVISED THE PROPOSER OF REQUIRED COVERAGE NOT PROVIDED THROUGH THIS AGENCY.

AGENCY NAME: _____ **AUTHORIZING SIGNATURE:** _____

PROPOSER'S STATEMENT AND CERTIFICATION: IF AWARDED THE CONTRACT, I WILL COMPLY WITH THE CONTRACT INSURANCE REQUIREMENTS.

PROPOSER NAME: _____ **AUTHORIZING SIGNATURE:** _____

**ATTACHMENT C
KNOX COUNTY PROCUREMENT DIVISION
AFFIDAVIT OF COMPLIANCE
IRAN DIVESTMENT ACT / NO BOYCOTT OF ISRAEL**

Comes _____, for and on behalf of
(Printed name of Principal Officer of Company)

_____, (the "Company") and, after being duly authorized by the Company so to do, makes oath that:

By submission of this solicitation, each person signing on behalf of any offeror certifies, and in the case of a joint partnership, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each offeror is not on the list created pursuant to the Iran Divestment Act, Tenn. Code Ann. § 12-12-106.

Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, by submission of a response to this solicitation, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each proposer is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel.

Signature

Title: _____

Sworn to and subscribed before me, a Notary Public, this ____ day of _____, 20__.

Notary Public
My Commission Expires:

EXHIBIT A
KNOX COUNTY PROCUREMENT DIVISION
SAMPLE CONTRACT
REQUEST FOR PROPOSALS NUMBER 3548

Knox County Government
and
Contractor

This Contract, made and entered into by and between **Knox County Government** through its governing body and authorized representative, hereinafter referred to as "**County**" and **Contractor** hereinafter referred to as "**Contractor.**"

Whereas, County has requested sealed proposals for the provision of Employee Assistance Services (Request for Proposals 3548) and the Contractor's response is viewed as the most advantageous to the County: and

Whereas, Contractor agrees and undertakes to provide County, at the price by Contractor, the services requested. Further, in accordance with the lawful directions of the County, The Contractor agrees in all respects to be governed by this document and attachments hereto.

Now, therefore in consideration of mutual covenants and promises contained herein, the parties hereto wish to enter into this contract to set forth their respective rights and obligations and do mutually agree that:

Witnesseth:

1. Terms of this Contract. This contract commences on the 1st day of July 2024 and continues through the 31st day of December 2027, unless terminated in conformity with the terms of this Contract as contained in paragraphs 3 and 18. There is two (2) additional one (1) year option period. This may result in a total of five (5) years. Knox County also reserves the right to cancel this Contract with or without cause upon thirty (30) calendar days written notice.

2. Additions or Deletions. Knox County reserves the right to add or delete goods or services as the need arises. If services are to be added, Knox County and the Contractor will arrive at a mutually agreed price.

3. Appropriations. In the event no funds are appropriated by County for the service in any fiscal year or insufficient funds exist to provide the service, then the Contract shall expire upon the expenditure of previously appropriated funds or the end of the current fiscal year, whichever occurs first, with no further obligations owed to or by either party.

4. Books and records. Contractor shall maintain all books, documents accounting records and other evidence pertaining to the service under this Contract and make such materials available at their offices at all reasonable times during the Contract period and for three (3) years from the date of the final payment under the Contract for inspection by County or by any other governmental entity or agency participating

in the funding of this Contract, or any authorized agents thereof; copies of said records to be furnished if requested.

Such records shall not include those books, documents and accounting records which represent the contractor's costs of manufacturing, acquiring or delivering the products and services governed by this Contract.

5. Compliance with all federal, state, and municipal laws. Contractor is assumed to be familiar with and agrees to observe and comply with all federal, state, and local laws, statutes, ordinances, and regulations in any manner affecting the provision of service, and all instructions and prohibitive orders issued regarding this work and shall obtain all necessary permits.

6. Contract documents. It is mutually agreed by both parties that the following documents are made a part of this Contract:

1. Request for Proposals 3548 and Addendum I
2. Contractor's response to Request for Proposals 3548 and Addendum I

7. Contractor shall indemnify, defend, save and hold harmless, County, its officers, agents and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the Contract by Contractor, its subcontractors, agents or employees or due to any negligent act or occurrence or omission or commission of contractor, its subcontractors, agent, or employees.

8. Independent contractor. Contractor shall acknowledge that it and its employees serve as independent contractors and that County shall not be in any manner responsible for any payment, insurance, or incurred liability.

9. Invoicing and reporting requirements. Contractor shall invoice Knox County Government upon the successful completion of all aspects of a particular job. Monthly invoices for Knox County should be mailed in duplicate to:

**Knox County Benefits Department
400 Main Street, Suite 360
Knoxville, Tennessee 37902-1850**

10. Limitation of Liability. In no event shall Knox County be liable for any indirect, incidental, consequential, special or exemplary damages or lost profits, even if Knox County has been advised of the possibility of such damages.

11. Nondiscrimination and non-conflict statements. Contractor agrees that no person on the grounds of handicap, age, race, color, religion, sex or national origin, shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract, or in the employment practices of Contractor.

Contractor shall upon request show proof of such non-discrimination, and shall post in conspicuous places available to all employees and applicants notices of non-discrimination.

Contractor covenants that it has no public or private interest, and shall not acquire directly or indirectly any interest which would conflict in any manner with the performance of its services. Contractor warrants

that no part of the total Contract amount provided herein shall be paid directly or indirectly to any officer or employee of County as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor or consultant to Contractor in connection with any work contemplated or performed relative to the Contract.

12. Payment. Subject to County’s review and approval of all invoices for services performed, County shall pay Contractor the amount as agreed upon in County’s Request for Proposals Contractor 3548 for Employee Assistance Services pursuant to the following schedule:

Fee for services..... \$0 per member per month

To remain compliant with all Federal, State, and Local laws, Contractor is to submit a disclosure of payment form for any/all income generated directly resulting from Knox County business including any fees, commissions, or additional payments at the end of each contracted year.

13. Prohibition against assignment and delegation. Contractor shall not assign this Contract to any party, company, partnership, incorporation, or person without prior specific written consent of County. Contractor shall not delegate any duty under this Contract without prior written consent of County.

14. Right to inspect. County reserves the right to make periodic inspections of the manner and means the service is performed.

15. Severability clause. If any provision of this Contract is declared illegal, void or unenforceable the remaining provisions shall not be affected but shall remain in force and in effect.

16. Tax Compliance. Pursuant to Resolution R-07-1-903 passed by the Commission of Knox County, Tennessee, Contractor hereby acknowledges, by submission of its proposal and signature that it is current in its respective Federal, State, County, and City taxes of whatever kind or nature and is not delinquent in any way. Delinquent status must be disclosed or risk debarment by the Knox County Purchasing Division.

17. Termination. County may terminate this Contract with or without cause, upon written notice of not less than thirty (30) calendar days. Upon termination, County will pay for services satisfactorily completed but not yet invoiced. Contractor shall not perform additional work without the expressed permission of Knox County.

Should the contractor fail to adequately perform the services or deliver product detailed herein, County will communicate the problem(s) to the contractor in written form. The contractor shall have ten (10) calendar days to rectify the problems. If the same or other problems persist or reoccur, the County may immediately cancel the Contract.

Contractor agrees to issue a one hundred twenty (120) advance day notice to Knox County should there be any interruption or discontinuance of the aforementioned service.

18. This Contract shall be governed by the laws of the State of Tennessee both as to interpretation and performance. The Chancery Court and/or the Circuit Court of Knox County, Tennessee, shall have exclusive and concurrent jurisdiction of any disputes, which arise hereunder.

It is agreed that this Contract, represents the **Entire Agreement** between the parties and no prior representations, promises, and agreements, oral or otherwise, not embodied herein shall be of any force or effect.

In witness whereof, the parties hereto have caused this Contract to be executed in one original copy on the day and year first above written.

KNOX COUNTY GOVERNMENT

GLENN JACOBS
KNOX COUNTY MAYOR – Signature

Date: _____

KNOX COUNTY LAW DIRECTOR’S OFFICE

CONTRACT NO. _____
APPROVED AS TO LEGAL FORM

KNOX COUNTY, TENNESSEE

DEPUTY LAW DIRECTOR – Signature

DEPUTY LAW DIRECTOR – Printed Name

Date: _____

Contractor

VENDOR – Signature

VENDOR – Printed Name

Title

Date: _____

**EXHIBIT B
KNOX COUNTY PROCUREMENT DIVISION
BUSINESS ASSOCIATE AGREEMENT
REQUEST FOR PROPOSALS NUMBER 3548**

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("Agreement") is entered into by and between Knox County, Tennessee, Covered Entity ("CE"), and _____, Business Associate ("BA").

PURPOSE

- A. Covered Entity ("CE") operates a _____ licensed and certified to participate in the _____ Program.
- B. Business Associate ("BA") is contractually obligated to provide certain services related to one or more "covered entities" as that term is defined and regulated under HIPAA.
- C. CE and BA intend to protect the privacy of Protected Health Information ("PHI") and electronic Protected Health Information ("e-PHI") disclosed to or created or received by BA pursuant to the Agreement in compliance with applicable provisions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA") and regulations promulgated there under by the U.S. Department of Health and Human Services, the privacy and security provisions of the American Recovery and Reinvestment Act (Stimulus Act) for Long Term Care, Public Law 111-5, HITECH Act and other applicable laws.
- D. CE and BA agree to comply with the Fair and Accurate Credit Transactions Act of 2003 (FACTA) and its implementing regulations at 16 CFR §681.1 and 16 CFR §681.2.
- E. The purpose of this Agreement is to satisfy certain standards and requirements of HIPAA, including the Standards for Privacy of Individually Identifiable Health Information at 45 CFR parts 160 and 164, Subparts A and E, the standards relating to Notification in the Case of Breach of Unsecured Protected health Information at 45 CFR Parts 160 and 164, Subparts A and D, and the Security Standards for the Protection of electronic Protected Health Information at 45 CFR Parts 160 and 164, Subparts A and D, as such regulations may be amended from time to time (including, without limitation any amendments required by the Health Information Technology for Economic and Clinical Health Act (the "HITECH Act") (collectively "HIPAA Regulations")

In consideration of the mutual promises below and the exchange of information pursuant to this Agreement, the parties agree as follows:

1. **Definitions:** The following definitions are used by this Agreement:

- 1.1 **Agreement** – means this Business Associate Agreement, which is an agreement required under 45 C.F.R. Section 164.314(a) (2) between a Business Associate and a Covered Entity.
- 1.2 **Breach** – means the unauthorized acquisition, access, use, or disclosure of Protected Health Information in a manner not permitted under the Privacy Rule which compromises the security or privacy of the protected health information. Except that: a use or disclosure of protected health information that does not include the identifiers listed at 45 CFR 164.514 (e)(2) of the Privacy Rule, date of birth, and zip code does not compromise the security or privacy of the protected health information is deemed not to be a "Breach" for purposes of this agreement. Notwithstanding the foregoing, a Breach does not include: (1) any unintentional acquisition, access, or use of Protected Health Information by an employee or individual acting under the authority of Covered Entity or Business Associate and in the scope of the employment or relationship between the employee or individual and Covered Entity or BA, provided such information is not further acquired, accessed, used, or disclosed by any person without authorization; (2) any inadvertent disclosure by an individual who is authorized to access. Protected Health Information at Covered Entity's or BA's facility to another similarly situated individual at the same facility, provided such information is not further acquired, accessed, used, or disclosed by any person without authorization; and (3) a disclosure of Protected Health Information in a situation in which BA has a good faith belief that the person(s) to which the unauthorized disclosure was made would not reasonably have been able to retain such information.

- 1.3 **Business Associate (BA)** – is a person or entity, other than a member of the workforce of a covered entity CE, who performs functions or activities on behalf of a CE that involves access by the BA to protected health information as described in 45 C.F.R. Section 160.103.
- A BA is also a subcontractor that creates, receives, maintains, or transmits protected health information on behalf of another business associate.
- 1.4 **Covered Electronic Transactions** – shall have the meaning given to the term “transaction” in 45 C.F.R. Section 160.103.
- 1.5 **Covered Entity (CE)** – as the term referenced to the entity to this agreement is a provider of medical and health services as described in 45 C.F.R. Section 160.103.
- 1.6 **Covered Individual** – means a person who is eligible for payment of certain services or supplies rendered or sold to the person or the person’s eligible dependents under the terms, conditions, limitations, and exclusions of the Plan.
- 1.7 **Data Aggregation** – means, with respect to Protected Health Information created or received by BA in its capacity as a BA (as that term is defined in 45 C.F.R. Section 160.103) of the Plan, the combining of such Protected Health Information by BA with the Protected Health Information received by BA in its capacity as a BA of another covered entity (as those terms are defined in 45 C.F.R. Section 160.103), to permit data analyses that relate to the health care operations of the respective covered entities.
- 1.8 **Designated Record Set** – means a group of records maintained by or for Covered Entity that is (1) the medical records and billing records about Individuals maintained by or for a covered health care provider, (2) the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for Covered Entity, or (3) used, in whole or in part, by or for Covered Entity to make decisions about Individuals. As used herein, the term “Record” means any item, collection, or grouping of information that includes Protected Health Information and is maintained, collected, used or disseminated by or for Covered Entity.
- 1.9 **Disclose** - means the release, transfer, provision of access to, or divulging in any other manner of PHI to parties outside the BA’s organization.
- 1.10 **Effective Date** – means _____, unless specifically noted otherwise herein.
- 1.11 **Electronic Health Record** – means an electronic record of health-related information regarding an Individual that is created, gathered, managed, and consulted by authorized health care clinicians and their staff.
- 1.12 **Electronic Protected Health Information** – shall have the same meaning as the term “electronic protected health information” in 45 C.F.R. Section 160.103, limited to the information created, received, maintained, or transmitted by BA from or on behalf of Covered Entity.
- 1.13 **GINA** - shall mean the Genetic Information Nondiscrimination Act of 2008 (Pub. L. 110-223).
- 1.14 **HITECH** – means Health Information Technology for Economic and Clinical Health Act.
- 1.15 **HHS** – means the United States Department of Health and Human Services.
- 1.16 **Including** – means “including but not limited to.”
- 1.17 **Individual** – shall have the same meaning as the term “individual” in 45 C.F.R. Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. Section 164.502(g).
- 1.18 **Integrity** – means that data or information have not been altered or destroyed in an unauthorized manner.
- 1.19 **Data Set** – shall have the same meaning as the term “limited data set” in 45 C.F.R. Section 164.514(e) (2).
- 1.20 **Plan** – means the group health plan(s) identified in the introductory paragraph to this Agreement.

- 1.21 **Privacy Rule** – means the Standards and Privacy of Individually Identifiable Health Information at 45 C.F.R. Part 160 and Part 164, subparts A and E and the privacy provisions of HIPAA, as amended.
- 1.22 **Protected Health Information (PHI)** – shall have the same meaning as the term “protected health information” in 45 C.F.R. 160.103, limited to the information created, received, maintained, or transmitted by BA from or on behalf of Covered Entity. PHI includes both Hardcopy and Electronic Protected Health Information (“phi”) and means any information, whether oral or recorded in any form or medium, that
- i. Relates to the past, present or future physical or mental health or condition of an individual, the provision of health care to an individual, or the past, present or future payment for the provision of health care to an individual; and,
 - ii. Identifies the individual or there is a reasonable basis to believe the information can be used to identify the individual; and,
 - iii. Is limited to the information created or received by BA from or on behalf of CE.
 - iv. Hardcopy Protected Health Information (“paper”) is a subset of Protected Health Information and means PHI that is maintained as a paper document.
- 1.23 **Electronic Protected Health Information (“e-PHI”)** is a subset of Protected Health Information and means PHI that is transmitted by or maintained in any electronic media.
- 1.24 **Required By Law** – means a mandate contained in law that compels a covered entity to make a use or disclosure of PHI and that is enforceable in a court of law and shall have the same meaning as the term “required by law” in 45 C.F.R. Section 164.103.
- 1.25 **Secretary** – means the Secretary of Health and Human Services or any other officer or employee of HHS to whom the authority involved has been delegated.
- 1.26 **Security Incident** – shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system as provided in 45 CFR 146.304.
- 1.27 **Security Rule** – means the Security Standards and Implementation Specifications at 45 C.F.R. Part 160 and Part 164, subpart C and the security provisions of HIPAA, as amended.
- 1.28 **Standards for Electronic Transactions Rule** – means the final regulations issued by HHS concerning standard transactions and code sets under the Administrative Simplification provisions of HIPAA, 45 C.F.R. Part 160 and Part 162.
- 1.29 **Subcontractor** – means an agent of a BA described in 45 C.F.R. Section 165.103 to whom the BA provides protected health information that the BA creates, receives, maintains, or transmits on behalf of a Covered Entity.
- 1.30 **Unsecured Protected Health Information** – means Protected Health Information that has not been rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary. As of August 24, 2009, the Secretary has specified the following technologies and methodologies that will render Protected Health Information unusable, unreadable, and indecipherable (i.e., secured Protected Health Information): (1) encryption as described in the Secretary’s guidance and determined by the National Institute of Standard and Technology to meet the standards described in such guidance, or (2) destruction, in accordance with the procedures identified in the Secretary’s guidance, of the media on which the Protected Health Information was stored or recorded.
- 1.31 **Use** – means the sharing, employment, application, utilization, examination, or analysis of PHI within the BA’s organization.

2. Privacy Provisions

- 2.1 **Introduction.** Business Associate, on behalf of Covered Entity, performs or assists in the performance of functions and activities that may involve the use, disclosure, receipt and/or creation of Protected Health Information. The “business associate” provisions of the Privacy Rule govern the terms and conditions under which the BA may use or disclose Protected Health Information. In general, BA agrees and intends to act such that (1) Covered Entity can fulfill its responsibilities under HIPAA; and (2) BA can fulfill its contractual obligations under this Agreement. In addition, BA specifically acknowledges its direct liability for the failure to comply with certain portions of the Privacy Rule as provided under HITECH and the regulations issued thereunder.

2.2 Permitted Uses and Disclosures by Business Associate.

2.2.1 Business Associate agrees to not use or disclose PHI other than as permitted or required by this Agreement or as Required by Law. Business Associate shall comply with the provisions of this Agreement relating to privacy and security of PHI on all present and future provisions of HIPAA, the HITECH Act and HIPAA Regulations that relate to privacy and security of PHI and that are applicable to CE and/or BA.

Except as otherwise limited in this Agreement, BA may use or disclose Protected Health Information (i) to perform functions, activities, or services for, or on behalf of, Covered Entity pursuant to any services agreement with the BA, (ii) as permitted or required by this Agreement, and (iii) as Required by Law. BA may disclose Protected Health Information to other BAs of Covered Entity, or to BAs of another covered entity that is part of an organized health care arrangement that includes Covered Entity, to the fullest extent allowed under applicable law. If and when BA discloses or makes available Protected Health Information to the sponsor of the Plan, BA agrees to disclose or make available Protected Health Information only to the persons identified in the attached Designated Persons Appendix (which may be updated by Covered Entity and communicated to BA from time to time) for the purpose of performing functions, services, or activities for or on behalf of Covered Entity. Upon Covered Entity's request, BA will provide Protected Health Information to other BAs of Covered Entity that assist in administering the group health plans and that are authorized to receive such information.

2.2.2 Except as otherwise limited in this Agreement, BA may use or disclose PHI consistent with CE's minimum necessary policies and procedures to perform functions, activities, or Services for, or on behalf of CE as specified in the Agreement, provided such use or disclosure would not violate the Privacy and Security Rule if done by the CE.

2.2.3 Disclosure for Management and Administration - Except as otherwise limited in this Agreement, BA may disclose PHI for the proper management and administration of the BA or to carry out the legal responsibilities of the BA, provided that:

- i. Disclosures are required by law; or
- ii. BA obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and
- iii. The person notifies the BA of any instances of which it is aware in which the confidentiality of the information has been breached.

2.2.4 Data Aggregation - Except as otherwise limited in this Agreement, BA may use PHI to provide Data Aggregation services to CE relating to the health care operations of the CE.

2.2.5 Report Violations of Law - Except as otherwise limited in this Agreement, BA may use PHI to report violations of law appropriate to Federal and State authorities consistent with 45 CFR §164.502(j)(1).

2.2.6 De-identification. The BA may de-identify any and all PHI that it obtains from the CE, but only if such de-identification is accomplished in accordance with the requirements of 45 CFR 514 (a) and (b).

2.2.7 Business Associate will limit the use, disclosure, or request of Protected Health Information, to the extent practicable, (i) to the Limited Data Set, or (ii) if needed by BA, to the minimum necessary (as determined by BA) to accomplish the intended purpose of such use, disclosure, or request, except to the extent a broader use, disclosure, or request of Protected Health Information is allowed by the Privacy Rule. BA's ability to satisfy the requirement of this Section 2.2.7 by use of the Limited Data Set shall be available until the effective date of subsequent guidance issued by the Secretary regarding what constitutes "minimum necessary," at which time BA will take reasonable efforts to limit the use, disclosure, or request of Protected Health Information to the minimum necessary (as defined by such Secretary's guidance) to accomplish the intended purpose of such use, disclosure, or request, except to the extent a broader use, disclosure, or request of Protected Health Information is allowed by the Privacy Rule.

2.2.8 Except as otherwise authorized by the Privacy Rule, BA shall not directly or indirectly receive remuneration (whether financial or nonfinancial) in exchange for any Protected Health Information of a Covered Individual unless Covered Entity has received a valid authorization from the Covered Individual that includes a specification of whether the Protected Health Information can be further exchanged for remuneration by the entity receiving Protected Health Information of that Covered Individual.

This Section 2.2.8 shall apply to exchanges of Protected Health Information occurring on or after the compliance date applicable under the final regulations issued under HITECH that address this restriction.

3. **Limitations on Business Associate's Uses and Disclosures.** With respect to Protected Health Information that Covered Entity discloses to BA or BA creates, receives, maintains, or transmits on behalf of Covered Entity, BA will not use or further disclose the Protected Health Information other than as permitted or required by this Agreement or as Required by Law.
4. **Additional Obligations of Business Associate.** Except as otherwise specified in this Agreement, the provisions of this paragraph apply only to Protected Health Information that Covered Entity discloses to BA or BA creates, receives, maintains, or transmits on behalf of Covered Entity.

- 4.1 **Safeguards.** BA agrees to use appropriate safeguards to prevent the use or disclosure of the PHI other than as provided for by this Agreement. Without limiting the generality of the foregoing sentence, BA must comply with the Security Rule by:
- 4.1.1 Implementing administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of PHI and ePHI as required by the Agreement, and as required by 45 CFR 164.308, 164.310, 164.312, and 164.316 that the BA receives, creates, maintains, or transmits to the same extent as if the BA were a CE. The BA shall undertake such actions in a manner that is consistent with any guidance issued by the Secretary pursuant to the HITECH Act.
 - 4.1.2 Ensure that any subcontractors that create, receive, maintain or transmit PHI on behalf of the BA agree to comply with the applicable requirements of the Privacy and Security Rules by entering into a contract or other arrangement that complies with the Privacy and Security Rules.
 - 4.1.3 Promptly report to CE any Security Incident of which BA becomes aware. In addition, BA agrees to promptly notify CE following the discovery of a Breach of Unsecured PHI. A Breach is considered "discovered" as of the first day on which the Breach is known, or reasonably should have been known, to BA or any employee, officer or agent of BA, other than the individual committing the Breach.
 - 4.1.4 BA shall protect PHI from any improper oral or written disclosure by enacting and enforcing safeguards to maintain the security of and to prevent any Use or Disclosure of PHI other than is permitted by this Agreement.
- 4.2 **Reporting and Mitigation.** Business Associate will report to Covered Entity any acquisition, access, use, or disclosure of Protected Health Information of which BA becomes aware, or that is reported to BA by an agent or Subcontractor, that is in violation of this Agreement.

BA agrees to mitigate, to the extent practicable, any harmful effect that is known to BA of a use or disclosure of PHI by BA or its employees, officers or agents in violation of the requirements of this Agreement (including, without limitation, any Security Incident or Breach of Unsecured PHI). BA agrees to reasonably cooperate and coordinate with CE in the investigation of any violation of the requirements of this Agreement and/or any Security Incident or Breach. BA shall also reasonably cooperate and coordinate with CE in the preparation of any reports or notices to the individual, a regulatory body or any third party required to be made under HIPAA Regulations, the HITECH Act, or any other Federal or State laws, rules, or regulations, provided that any such reports or notices shall be subject to the prior written approval of CE.

- 4.3 **Agents and Subcontractors.** BA agrees to enter into an agreement with each of its subcontractors pursuant to 45 CFR 164.308(b)(1) and HITECH 13401. BA shall monitor and ensure, in accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), that any agents, including subcontractors and subcontractors of subcontractors, that create, received, maintain, or transmit PHI on behalf of the BA agree to the same restrictions, conditions, and requirements that apply to the BA through this Agreement with respect to such information.

- 4.4 **Access to Designated Record Sets.** To the extent that BA possesses or maintains PHI in a Designated Record Set, BA agrees to provide access, at the request of CE, and in the time and manner designated by the CE, to PHI in a Designated Record Set, to Covered Entity or, as directed by CE, to an Individual in order to meet the requirements under HIPAA Regulations. If an Individual makes a request for access to PHI directly to BA, BA shall notify CE of the request within three (3) business days of such request and will cooperate with CE and allow CE to send the response to the Individual.
- 4.5 **Amendment of Designated Record Sets.** To the extent that BA possesses or maintains PHI in a Designated Record Set, BA agrees to make any amendment(s) to PHI in a Designated Record Set that the CE directs or agrees to pursuant to HIPAA Regulations at the request of CE or an Individual, and in the time and manner designated by the CE. If an Individual makes a request for an amendment to PHI directly to BA, BA shall notify CE of the request within three (3) business days of such request and will cooperate with CE and allow CE to send the response to the Individual.
- 4.6 **Disclosure Accounting.** BA agrees to document disclosures of Protected Health Information and information related to such disclosures as is necessary to enable Covered Entity to respond to a request by a Covered Individual for an accounting of disclosures of PHI in accordance with HIPAA Regulations and the HITECH Act. BA agrees to provide to CE or an Individual, in the time and manner designated by the CE, information to permit CE to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with HIPAA Regulations and the HITECH Act. If an Individual makes a request for an accounting directly to BA, BA shall notify CE of the request within three (3) business days of such request and will cooperate with CE and allow CE to send the response to the Individual. At a minimum, Business Associate shall provide Covered Entity with the following information: (i) the date of the disclosure; (ii) the name of the entity or person who received the Protected Health Information, and if known, the address of such entity or person; (iii) a brief description of the Protected Health Information disclosed; and, (iv) a brief statement of the purpose of such disclosure which includes an explanation of the basis for such disclosure. BA hereby agrees to implement an appropriate record keeping process to enable it to comply with the requirements of this section and applicable law. It shall be CE's responsibility to promptly notify BA of the request for an accounting, and to prepare and deliver any such accounting requested. In addition to the forgoing, BA shall track other disclosures and/or make available to CE such information as is necessary for Covered Entity to comply with any additional accounting requirements.
- 4.7 **Access to Business Associate's Internal Records.** BA shall make its internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, CE available to CE or the Secretary, for the purposes of the Secretary's determining compliance with HIPAA for Covered Entity and/or BA.
- 4.8 **Electronic Transactions.** In the event the BA transmits or receives any Covered Electronic Transaction on behalf of CE, it shall comply with all applicable provisions of the Standards for Electronic Transactions Rule to the extent Required by Law, and shall ensure that any agents and Subcontractors that assist BA in conducting Covered Electronic Transactions on behalf of CE agree in writing to comply with the Standards for Electronic Transactions Rule to the extent Required by Law.
- 4.9 **GINA.** BA agrees not to use or disclose Protected Health Information that contains genetic information if such use or disclosure would violate GINA.

5. Obligations and Rights of Covered Entity.

- 5.1 **Notice of Privacy Practices.** CE shall provide BA with the notice of privacy practices that CE produces in accordance with 45 C.F.R. Section 164.520, as well as any changes to such notice.
- 5.2 **Requests by Covered Entity.** CE shall not request or direct BA to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by CE. This includes, but is not limited to, requests or directions for disclosure of Protected Health Information to the Plan sponsor in a capacity other than acting on behalf of the Plan as CE. To the extent a dispute or difference of opinion exists between the BA and CE regarding whether a use or disclosure is permissible, BA may disclose the Protected Health Information under objection pursuant to the specific, written direction of CE. Any disclosures made pursuant to such specific, written direction shall be subject to the indemnification provisions of the Agreement.

- 5.3 **Authorizations.** CE shall notify Business Associate of any authorization provided by an Individual to use or disclose Protected Health Information (and any changes in or revocation of such an authorization), to the extent that such information may affect Business Associate's use or disclosure of Protected Health Information. Upon receipt of such notification, BA shall use or disclose Protected Health Information in accordance with the authorization or changes thereto.
- 5.4 **Restrictions.** CE shall notify BA of any restriction on the use or disclosure of Protected Health Information to which CE has agreed in accordance with 45 C.F.R. Section 164.522 or is required to agree under HITECH (and any changes to or termination of such a restriction), to the extent that such restriction may affect BA's use or disclosure of Protected Health Information. Such restrictions include, but are not limited to, a Covered Individual's request not to disclose Protected Health Information for purposes of payment or health care operations where the Protected Health Information relates solely to a health item or service for which the health care provider has been paid in full out-of-pocket by, or on behalf of, the Covered Individual. Upon receipt of such notification, BA shall comply with such a restriction.
- 5.5 **Agreement Breaches by Business Associate.** If CE obtains knowledge of a pattern of activity or practice of BA that constitutes a material breach or violation of BA's obligations under this Agreement, CE will take reasonable steps to cure such breach or end such violation. If CE cannot successfully cure the breach or end the violation, CE shall terminate the Agreement in accordance with Section 8.2 if feasible.

6. Electronic Security Provisions

- 6.1 **Introduction.** This section applies where Business Associate, on behalf of Covered Entity, performs or assists in the performance of functions and activities that may involve the creation, maintenance, receipt, or transmission of Electronic Protected Health Information. This Section 6 along with the other sections of the BA Agreement are (1) intended to meet the requirements of the "business associate" provisions of Security Rule, and (2) govern the terms and conditions under which the BA may create, maintain, receive, and transmit Electronic Protected Health Information on behalf of CE. In general, BA agrees and intends to act such that (1) CE can fulfill its responsibilities under HIPAA; (2) BA can fulfill its responsibilities under HIPAA; and (3) BA can fulfill its contractual obligations under this Agreement.
- 6.2 **Obligations of Business Associate.** In accordance with the Security Rule, BA agrees to:
- 6.2.1 Conduct a security risk assessment (in accordance with 45 C.F.R. Section 164.308(a)(1)(ii)(A)) and adopt and implement policies and procedures designed to ensure compliance with the Security Rule and this Agreement including, but not limited to, identifying a security officer and training personnel. This Section 6.2.1 shall be effective as of the compliance date applicable under the final regulations issued under HITECH that address this requirement.
- 6.2.2 Implement administrative, physical and technical safeguards (including written policies and procedures) that reasonably and appropriately protect the confidentiality, integrity, and availability of the Electronic Protected Health Information that BA creates, maintains, receives, or transmits on behalf of CE.
- 6.2.3 Enter into a written contract with any agent or Subcontractor to whom BA provides Electronic Protected Health Information that requires such agent or Subcontractor to comply with the same restrictions and conditions that apply under this Section 6 to BA, including, but not limited to, implementing reasonable and appropriate safeguards to protect such information.
- 6.2.4 Report to CE any Security Incident of which BA becomes aware. BA shall provide such notification on a quarterly basis, unless a more prompt notice is otherwise required by this Agreement. With respect to Security Incidents that result from an unsuccessful attempt to access, use, disclose, modify, or destroy Electronic Protected Health Information or interfere with system operations in an information system containing Electronic Protected Health Information, the notification required hereunder need only report the aggregate number of such incidents.
- 6.2.5 Promptly mitigate, to the extent practicable, any harmful effect of a Security Incident that is known to BA.
- 6.3 **Obligations of Covered Entity.** CE shall not request or direct BA to create, maintain, receive, or transmit Electronic Protected Health Information in any manner that would not be permissible under the Security Rule.

7. Breach Notification Requirements

- 7.1 **Breach Notification.** To the extent BA accesses, maintains, retains, modifies, records, stores, destroys, or otherwise holds, uses, or discloses Unsecured Protected Health Information, as set forth in Section 13402(h) of HITECH, BA shall promptly report to CE any Breach of such Unsecured Protected Health Information by it, its subcontractors or agents of which it becomes aware. Prior to notifying CE of the Discovery of a Breach, BA shall take reasonable steps to satisfy itself based upon reasonable diligence that the acquisition, access, use or disclosure of PHI was not unintentional or inadvertent. Notification to CE shall be made without unreasonable delay and in no case later than five (5) business days after the earlier of: (i) the first day on which such Breach is known to BA; or (ii) the first day on which such Breach, by exercising reasonable diligence, would have been known to any person (other than the person committing the Breach) who is an employee, officer or other agent of BA. Notification will be made to the Knox County Privacy Officer. Notification of the Breach may only be delayed if such delay is required by law enforcement purposes as set forth in 45 C.F.R. Section 164.412. If BA has been requested orally or in writing by law enforcement officials that notification of affected individuals may impede a criminal investigation, BA shall inform CE within 24 hours of receiving the request. BA shall exercise reasonable diligence and promptly supplement its report with any additional information as may be obtained by BA. BA, its affiliates, agents and subcontractors shall not provide any notification or information regarding any Breach to any person other than CE, except to the extent such action is: (i) required by law, (ii) required under this Agreement, or (iii) taken pursuant to a prior written consent of Covered Entity. Notwithstanding the foregoing, BA may provide information regarding a Breach to its legal counsel.
- 7.2 **Content of Report.** Notification to CE of a Breach shall include, at a minimum, the following:
- 7.2.1 A brief description of what happened, including the date of the incident and the date of the discovery of the incident, if known;
 - 7.2.2 A description of the types of Unsecured PHI that were involved in the incident (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information) and that were or are reasonably believed by BA to have been impermissibly accessed, acquired, used or disclosed;
 - 7.2.3 A fact-specific and detailed risk assessment of whether the incident poses a significant risk of financial, reputational, or other harm to the individual whose Unsecured PHI has been (or is reasonable believed by BA to have been) acquired, accessed, used or disclosed;
 - 7.2.4 Identification of the Individuals whose Unsecured PHI has been, or is reasonably believed by BA to have been, accessed, acquired, used or disclosed;
 - 7.2.5 Any steps Individuals should take to protect themselves from potential harm resulting from the incident;
 - 7.2.6 A brief description of what BA is doing to investigate the incident, to mitigate harm to Individuals, and to protect against any further incidents; and
 - 7.2.7 Any other information reasonably requested by CE to be included in the report.
- 7.3 **Documentation and Retention.** BA will document all actions described in this Section 7 and maintain such documentation for at least six years from the date the documentation is created or the date it was last in effect, whichever is later.
- 7.4 **Reimbursement, Mitigation and Cooperation.** BA will reimburse CE for all reasonable and necessary out-of-pocket costs incurred (including without limitation costs associated with providing required notices) as a result of a Breach by the BA, its affiliates, subcontractors or agents. Business Associate further agrees to cooperate with CE as reasonably requested, to mitigate, to the extent practicable, any harmful effect of such a Breach or other use or disclosure of Protected Health Information in violation of the terms and conditions of this Agreement, and fully cooperate with CE on all matters relating to such incident and associated notifications by CE to Individuals, the media, the Secretary, the Federal Trade Commission, or any other governmental entity.
- 7.5 **Continuing Duty to Report.** Nothing in this Agreement shall be construed to relieve BA of its existing reporting obligations under the Agreement and BA shall continue to report to CE in the time and in the manner provided for in the Agreement. The occurrence of a Security Incident of a use or disclosure of PHI in a manner that is not provided for in the Agreement shall not discharge BA's obligations under this Agreement to report a Breach unless such reporting fully and completely satisfies all of the Breach reporting requirements of this Agreement.

8. Term and Termination

- 8.1 **Term.** The Term of this Agreement will begin and become effective on the Effective Date and shall terminate when all of the Protected Health Information provided by CE to BA, or created or received by BA on behalf of CE is destroyed or returned to CE, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Section 8
- 8.2 **Termination.** Upon CE's knowledge of a material breach by BA of the terms of this Agreement, CE shall either:
- 8.2.1 Provide an opportunity for BA to cure the
 - 8.2.2 Breach or end the violation. If BA does not cure the breach or end the violation within the time specified by CE, CE shall terminate this Agreement;
 - 8.2.3 If BA has breached a material term of this Agreement and cure is not possible, immediately terminate this Agreement; or
 - 8.2.4 If neither termination nor cure is feasible, CE shall report the violation to the Secretary.

8.3 Effect of Relationship Termination.

- 8.3.1 Except as provided in Section 8.3.2 and/or 8.3.3 of this sub-section, upon termination of the Agreement, for any reason, BA shall return or destroy all Protected Health Information received from, or created or received by it on behalf of CE and will certify that such return or destruction has been completed no later than 30 calendar days following the effective date of termination. The certificate of return or destruction should be mailed to Knox County Risk Management, Attn. Privacy Officer, 400 Main Street Suite 345, Knoxville TN 37902.

This provision shall apply to Protected Health Information that is in the possession of Business Associate and/or its Subcontractors or agents. BA will not retain any copies of Protected Health Information.

- 8.3.2 In the event that BA determines that returning or destroying Protected Health Information is infeasible, BA will notify CE in writing, no later than the date required for certification under section 8.3.1, of the conditions that make return or destruction infeasible. Upon mutual agreement of the parties that return or destruction of Protected Health Information is infeasible; BA will extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as BA maintains such Protected Health Information.
- 8.3.3 Should Covered Entity notify Business Associate that the information necessary to comply with the recordkeeping requirements under other applicable law includes the Protected Health Information, BA shall return or provide to CE such information, including Protected Health Information.

9. General Provisions

- 9.1 **Regulatory References.** Any reference in this Agreement to a section in HIPAA, HIPAA Regulations, or the HITECH Act means the section as in effect or amended or modified from time to time, including any corresponding provisions of subsequent superseding laws or regulations.
- 9.2 **Amendment.** The parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for CE and/or BA to comply with the requirements of HIPAA and the HITECH Act, as those statutes and their implementing regulations may be amended from time to time. No amendment to this Agreement shall be effective until reduced to writing and duly signed by the authorized representatives of the parties.
- 9.3 **Interpretation.** Any ambiguity in this Agreement shall be resolved to permit each party to comply with HIPAA and the HITECH Act, as those statutes and their implementing regulations may be amended from time to time. The provisions of this Agreement shall prevail over any provision of any other agreement between the BA and the CE that may conflict or be inconsistent with any provision in this Agreement.
- 9.4 **Survival.** The respective rights and obligations of BA under this Agreement shall survive the termination of this Agreement and any related agreement, including a services agreement.

- 9.5 **Indemnity.** The BA agrees to indemnify, hold harmless, and defend the CE and its officers, directors, employees or agents from any claim, cause of action, liabilities, damages, penalties, fines, costs, expenses or other losses (including attorney's fees) arising out of any use or disclosure of PHI by BA or its agents or subcontractors in breach of this Agreement or in violation of State or Federal Law, including without limitation, HIPAA, the HITECH Act, the Privacy Rule, or the Security Rule.
- 9.6 **No Third Party Beneficiaries.** Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the parties hereto, any rights, remedies, obligations, or liabilities whatsoever.
- 9.7 **Disputes.** If any dispute or claim arises between the parties with respect to this Agreement, the parties will make a good faith effort to resolve such matters informally, it being the intention of the parties that they reasonably cooperate with each other in the performance of the mutual obligations under this Agreement.
- 9.8 **Conformance with Law.** The parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for the parties to comply with the requirements of HIPAA as they apply to each party.
- 9.9 **Action.** For purposes of this Agreement, whenever action is required by a party to this Agreement, such action must be taken by a person or persons with authority to act on behalf of such party to this Agreement.
- 9.10 **Severability.** The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.
- 9.11 **Notices.** All notices and communications required by this Agreement shall be in writing and shall be effective upon receipt. Such notices and communications shall be given in one of the following forms: (i) by delivery in person, (ii) by a nationally-recognized, next-day courier service, (iii) by first-class, registered or certified mail, postage prepaid; or (iv) by electronic mail to the address that each party specifies in writing. Neither party shall refuse delivery of any notice hereunder.
- 9.12 **Nature of Agreement.** Nothing in this Agreement shall be construed to create a partnership, joint venture, or other joint business relationship between the parties or any of their affiliates, or a relationship of employer and employee between the parties. Rather, it is the intention of the parties that their relationship shall be that of independent contractors.
- 9.13 **Entire Agreement.** This Agreement constitutes the entire agreement between the BA and the CE relating to the matters specified in this Agreement, and supersedes all prior representations or agreements, whether oral or written, with respect to such matters.
- 9.14 **Counterparts.** This Agreement may be executed in counterparts, each of which so executed shall be construed to be an original, but all of which together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Transmission by facsimile or electronic mail of an executed counterpart of this Agreement shall be deemed to constitute due and sufficient delivery of such counterpart. This Agreement and any amendment or modification may not be denied legal effect or enforceability solely because it is in electronic form, or because an electronic signature or electronic record was used in its formation.
- 9.15 **Governing Law and Venue.** This Agreement and the rights and obligations of the parties hereunder shall be governed by and construed under the laws of the state of Tennessee. The Chancery Court and/or the Circuit Court of Knox County, Tennessee shall have exclusive and concurrent jurisdiction of any disputes which arise hereunder.
- 9.16 **Compliance with HIPAA Transaction Standards.** When providing its services and/or products, BA shall comply with all applicable HIPAA standards and requirements (including, without limitation, those specified in 45 CFR Part 162) with respect to the transmission of health information in electronic form in connection with any transaction for which the Secretary has adopted a standard under HIPAA ("Covered Transactions"). BA represents and warrants that it is aware of all current HIPAA standards and requirements regarding Covered Transactions, and BA shall comply with any modifications to HIPAA standards and requirements which become effective from time to time. BA agrees that such compliance shall be at its sole cost and expense, which expense shall not be passed on to CE in any form, including, but not limited to, increased fees. BA shall require all of its agents and subcontractors (if any) who assist BA in providing its services and/or products to comply with these terms.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth below.

COVERED ENTITY:

Knox County, Tennessee

By: _____

Print Name: _____

Title: Mayor of Knox County

Date: _____

BUSINESS ASSOCIATE:

By: _____

Print Name: _____

Title: _____

Date: _____

Send copy of signed Agreement notice to:
ATTN: Privacy Officer
Knox County Risk Management
400 Main Street, Suite 345
Knoxville TN 37902