

6.1

FAYETTE COUNTY LEGISLATIVE BODY

AUGUST 23, 2011

**BE IT REMEMBERED** that the Fayette County Legislative Body met in regular session at the Bill G. Kelley Criminal Justice Complex in Somerville, Tennessee, on the 23<sup>rd</sup> day of August, 2011. Present and presiding was Chairman Rhea Taylor. Also present were the following: Sue W. Culver, Fayette County Clerk, James R. "Bobby" Riles, Sheriff; and the following County Commissioners: Ed Allen, Joann Allen, Steve Anderson, Charles Brewer, Odis Cox, Lee "Sissy" Dowdle, Willie German, Ronald Harris, Reggie Howard, Judy Karcher, Bill Kelley, Terry Leggett, David Lillard, Sylvester Logan, Claude Oglesby, Steve Reeves, Ray Seals, Myles Wilson, and Larry Watkins.

A quorum was declared with all nineteen Commissioners present.

The floor was opened to the public for comments on non-agenda items. With no one coming forth, the floor was closed.

Commissioner Logan moved that the minutes from July 26, 2011 be approved. The motion was seconded by Commissioner Howard and passed unanimously.

The floor was then opened to the public for comments regarding the establishment of a speed limit of 25 miles per hour on three streets in Bedwell Subdivision to include Dee Road, Iris Road, and Hill Drive.

Troy Culver of 230 Hill Road, Somerville, spoke in favor of the speed limit.

No one spoke against the resolution, and the public hearing was closed.

Commissioner German moved that the resolution be approved. The motion was seconded by Commissioner Kelley, and passed unanimously as follows:

**BE IT RESOLVED**, by the Board of County Commissioners and/or County Legislative Body of Fayette County, Tennessee, in regular session assembled on this 23<sup>rd</sup> day of August, 2011., being the fourth Tuesday of said month and the regular monthly meeting date of the August said County Legislative Body, in the Bill G. Kelley Criminal Justice Complex at Somerville, Tennessee, that pursuant to the provisions of Chapter No. 357 of the Private Acts of Tennessee 1967-68, and amendments thereto, it shall be unlawful for any person to operate or drive a motor vehicle in excess of twenty-five (25) miles per hour on the entire length of Dee Road (0.21 mi.), the entire length of Iris Road, (0.24 mi.), and the entire length of Hill Drive (0.34 mi.) being located in the 1<sup>st</sup> Civil District of Fayette County, Tennessee; and **BE IT FURTHER RESOLVED** that any

person violating the provisions of this Resolution shall be guilty of a misdemeanor and punished accordingly.

John Pitner introduced a request from Tom Taylor to rezone acreage located at Wade Drive and Pulliam Road from RPED to R-1 in order to subdivide and sell residential parcels. He stated that residents in the area had been notified of the rezoning request.

The floor was then opened to the public for speaking "for" or "against" the rezoning. With no one coming forth, the floor was closed.

Commissioner Logan moved that the motion to rezone be approved. The motion was seconded by Commissioner Reeves, and passed unanimously as follows:

A RESOLUTION TO AMEND THE FAYETTE COUNTY ZONING MAP TO REZONE FROM RPED RURAL PRESERVATION AND ENHANCEMENT DISTRICT TO R-1 RURAL RESIDENTIAL A CERTAIN TRACT OF LAND LOCATED ON THE NORTH SIDE OF WADE DRIVE IN CIVIL DISTRICT NUMBER 11

WHEREAS, pursuant to Tennessee Code Annotated Sections 13-7-101 and 13-7-102 the Fayette County Board of Commissioners has adopted a Zoning Resolution and Zoning Map for Fayette County; and

WHEREAS, pursuant to Tennessee Code Annotated Sections 13-7-105 the Fayette County Board of Commissioners is empowered to amend the number, shape, boundary, area or any regulation of or within any district or districts or any other provision of the zoning resolution following submission of the amendment to the regional planning commission for its approval, disapproval, or suggestions and following a public hearing at least fifteen (15) days notice of the time and place of which is given by one (1) publication in a newspaper of general circulation in the county; and

WHEREAS, pursuant to Article IV of the Fayette County Zoning Resolution a public hearing was held on the proposed Amendment by the Fayette County Regional Planning Commission on August 9, 2011, the time and place of which was published with at least five (5) days advance notice in the Fayette Falcon newspaper of general circulation in Fayette County; and

WHEREAS, pursuant to Tennessee Code Annotated Section 13-7-105 and Article IV of the Fayette County Board of Commissioners on August 23, 2011 the time and place of which was published with at least fifteen (15) days advance notice in the Fayette Falcon newspaper of general circulation in Fayette County;

NOW, THEREFORE, BE IT RESOLVED BY THE FAYETTE COUNTY BOARD OF COMMISSIONERS, IN REGULAR SESSION ASSEMBLED THIS 23<sup>RD</sup> DAY OF AUGUST, 2011:

SECTION 1. That the following described tract of land of 86.30 acres owned by L.T. Inc. (Instrument #07003878 in the Office of the Fayette County Register) on the north side of Wade Drive identified as Parcel 11.00 on Tax Map 140 be rezoned from **RPED RURAL PRESERVATION AND ENHANCEMENT DISTRICT TO R-1 RURAL RESIDENTIAL:**

Beginning at a point on the North Right-of-way line of Wade Drive(25' R.O.W.), said point being the Southeast corner of Phase I Belle Farms R.P.E.D. recorded in Plat Book 9, page 77; thence north 35 degrees 27 minutes 15 seconds East a distance of 456.35 feet to a point; thence North 00 degrees 01 minutes 53 seconds West a distance of 665.00 feet to a point; thence North 89 degrees 58 minutes 35

seconds a distance of 294.47 feet to a point; thence North 88 degrees 34 minutes 16 seconds West a distance of 48.48 feet to a point; thence North 14 degrees 58 minutes 18 seconds East a distance of 70.53 feet to a point of curvature; thence Northeastwardly along a curve to the right with a radius of 275.00 feet, an arc length of 135.10 feet, a chord of 133.75 feet, a chord bearing of North 29 degrees 56 minutes 54 seconds East and a delta of 28 degrees 08 minutes 55 seconds to a point of tangency; thence North 44 degrees 01 minutes 21 seconds East a distance of 75.36 feet to a point of curvature; thence Northwardly along a curve to the left with a radius of 325 feet, an arc length of 268.48 feet, a chord of 260.91 feet, a chord bearing of North 20 degrees 21 minutes 24 seconds East and a delta of 47 degrees 19 minutes 53 seconds to a point of of tangency; thence North 03 degrees 18 minutes 32 seconds West a distance of 489.25 feet to a point on the South line of Parcel #139 002.00 as recorded in Book 219, page 565, said point being the Northeast corner of said Belle Farms R.P.E.D.; thence North 89 degrees 25 minutes 35 seconds East a distance of 1590.22 feet to a point; thence South 01 degrees 10 minutes 34 seconds East a distance of 105.68 feet to a point; thence North 89 degrees 29 minutes 16 seconds East a distance of 577.50 feet to a point on the West line of Parcel #139 021.02 as recorded in Book 60, page 5443; thence South 00 degrees 03 minutes 42 seconds East a distance of 1141.78 feet to a point; thence South 89 degrees 58 minutes 35 seconds West a distance of 824.53 feet to a point; thence South 00 degrees 16 minutes 06 seconds West a distance of 857.16 feet to a point on the North Right-of-way line of said Wade Drive, said point also being the Southwest corner of said Parcel # 139 021.02; thence South 78 degrees 06 minutes 03 seconds West along North Right-of-way of said Wade Drive a distance of 33.99 feet to a point of curvature; thence Westwardly along North Right-of-way of said Wade Drive along a curve to the right with a radius of 1975.00 feet, an arc length of 404.37 feet, a chord of 403.66 feet, a chord bearing of South 83 degrees 57 minutes 58 seconds West and a delta of 11 degrees 43 minutes 51 seconds to a point of tangency; thence South 89 degrees 46 minutes 54 seconds West along North Right-of-way of said Wade Drive a distance of 525.30 feet to a point of curvature; thence Westwardly along North Right-of-way of said Wade Drive along a curve to the right with a radius of 975.00 feet, an arc length of 376.88 feet a chord of 374.53 feet, a chord bearing of North 79 degrees 05 minutes 41 seconds West and a delta of 22 degrees 08 minutes 50 seconds to a point of tangency; thence North 68 degrees 01 minutes 17 seconds West along North Right-of-way of said Wade Drive a distance of 146.67 feet to a point, said point being the Point of Beginning, containing 86.3 acres of land, more or less.

BE IT FURTHER RESOLVED, that this amendment shall become effective immediately upon its passage, THE PUBLIC WELFARE REQUIRING IT.

Commissioner Dowdle moved that the following be approved as notaries: Marty J Bingham, Karley G. Dowdy, Lue E. Hall, Janet McCaskill and Timothy W. Rivers. The motion was seconded by Commissioner Brewer and passed unanimously.

Chairman Taylor reported for the Mayors Office stating that on September 20, 2011, the Regional County Commissioners meeting will be held in Jackson Tennessee. At this meeting discussion will be conducted regarding new legislation that Commissioners will want to see passed over the next year.

He further stated that in summary the budget is tight this year, and just from conversations with the County Commissioners it doesn't look like anyone is in favor of raising taxes. The general fund is short several hundred thousand dollars this year. There are several reasons for that and we have gone in and looked at that. There are several departments that will receive absolutely no more revenue. Worst case scenario we will have to look at all the major departments, such as fire, planning, ambulance and also the non-profits. Because they are large money departments they will bear the brunt of the cuts. There are some departments that must be funded at maintenance of effort levels, so not all departments are available for cuts, just the ones that are created by the County Commission, and those just to a certain extent if you want to have that department still in

existence. So we will be going over that in the next month pretty seriously. Those of you who have not seen the last solid waste budget, since it's inception we have been putting our investment income into it to make that department work. There has been no property tax going into that department. As you are very much aware, the investment income from all sources is practically nothing. This next year we will have to address that. He stated that the Board had requested that schools be budgeted according to maintenance of effort. He further stated that the amount is down from last year, but that enrollment is also down. The schools will be funded at the same rate per child as last year, but there are fewer children enrolled.

The following dates have been set for budget meetings at the following times:  
September 1, 2011 at 5:30 PM  
September 6, 2011 at 5:30 PM  
September 13, 2011 at 7.00 PM  
September 20, 2011 at 5:30 PM

If all of these meeting times are not necessary, then they will be cancelled.

Also, the Redistricting Committee will meet again on August 30, 2011 to tweak the redistricting map that has been drawn up tentatively.

There were no reports from the Sheriff's Department, Juvenile Court, Board of Public Works, Trustee's Office, or Planning and Development.

Dr. Cedrick Gray reported for the Board of Education. He stated that school has been in session for thirteen (13) days this year and enrollment is up eight (8) per cent from last year.

Commissioner Wilson reported for the Development Committee. He stated that the Committee met on August 15, 2011 and discussed the speed limit for three roads in Bedwell Subdivision that was approved earlier in this meeting. Also discussed was the rezoning at Wade Drive and Pulliam Road that also was approved earlier in the meeting. John Pitner of Planning and Development had met with the Committee to discuss the County's land use plan process.

Commissioner German stated that the Health and Welfare Committee did not meet.

Commissioner Oglesby stated that the Personnel Committee did not meet.

Commissioner Lillard reported for the Education Committee. He moved for approval of the following "Resolution to Bring a Post Secondary Education Campus to Fayette County". The motion was seconded by Commissioner Brewer. After some discussion, Commissioner Joann Allen moved to table the motion until the next meeting. Commissioner Dowdle seconded the motion to table, and the motion passed by majority vote, with Commissioner Reeves voting "NO".

**WHEREAS**, The County Commission of Fayette County recognizes the importance of all education in the economic growth and the expansion of employment for the citizens of Fayette County; and

**WHEREAS**, The County Commission of Fayette County acknowledges that its citizens must travel outside Fayette County to attend a post-secondary educational campus; and

**WHEREAS**, Southwest Community College has expressed an interest in partnering with The University of Memphis, University of Tennessee at Martin, and State Technical Institute in Whiteville to bring a post-secondary educational campus to Fayette County; and

**WHEREAS**, city of Somerville has voted to and the city of Oakland expressed interest in funding \$25,000.00 each to the employment of a Fund Raising Consultant for the purpose of procurement of such funds whether they be private or publicly donated for the construction of such a campus; and

**WHEREAS**, an agreement has been reached with Southeast Community College and The University of Memphis to lease such a facility for \$100,000.00 and \$75,000 respectively per year from Fayette County for 10(ten) years;

**NOW, THEREFORE, BE IT RESOLVED** by the County Commission of Fayette County that:

1. Fayette County budget \$40,000 in its 2011-2012 budgets and joins the cities of Somerville and Oakland in the employment of a Fund Raising Consultant.
2. The Education Committee of the Fayette County Commission work with the cities of Somerville and Oakland and Southwest Community College to identify property suitable for the location of this campus.
3. The County Commission of Fayette County actively works with the Southwest Community College to market and promote this Endeavor.

Adopted this 23<sup>rd</sup> day of August, 2011

Commissioner Harris moved to fund the schools at “maintenance of effort” level. The motion was seconded by Commissioner Oglesby, and passed unanimously.

Commissioner Anderson stated that the Criminal Justice/Public Safety Committee did not meet.

Commissioner Harris reported for the Budget Committee. He moved that Charles Traylor of the Solid Waste department be allowed to sell a surplus Baler which is no longer in working order for \$500. The motion was seconded by Commissioner German and passed unanimously.

Commissioner Harris moved that Mr. Traylor be allowed to transfer some funds in the amount of \$15,000 from his site development plan to allow for hiring a part time

employee to cover when a regular employee is out with health issues. The motion was seconded by Commissioner Dowdle and passed unanimously.

Commissioner Harris moved that the following proposal from Southern Health Partners to provide healthcare at the jail be approved. According to figures given this will save the County about \$70,000 from the amount that was spent last year. The motion was seconded by Commissioner Oglesby and passed unanimously.

## PROPOSAL

to provide

## HEALTH CARE SERVICES

to inmates of

Fayette County Jail

Somerville, Tennessee

August 5, 2011

Presented by:

Southern Health Partners, Inc.

811 Broad Street, 5<sup>th</sup> Floor

Chattanooga, TN 37402

(888) 231-2890



Southern Health  
Partners

Your Partner in Affordable Inmate Healthcare

August 5, 2011

Sheriff Bobby Riles  
Fayette County Sheriff's Office  
705 Justice Drive  
Somerville, TN 38068

Dear Sheriff Riles:

Thank you for allowing us to offer an updated proposal to handle medical care at the Fayette County Jail. Southern Health Partners (SHP) has been working in Tennessee jails for more than six years, and we work in several other states as well. We would like to handle inmate medical care at the Fayette County Jail.

The principal owners of SHP were senior managers at a similar correctional medical provider for several years before starting SHP 17 years ago. We have experience in jails and prison systems of all types across the country. We have several managers who have extensive experience in law enforcement, jail operations, and county government. At present SHP is contracting to manage medical care for inmates in more than 190 county detention and correctional facilities in twelve states. We currently have twenty-seven contracts in Tennessee (see attached *confidential* listing for references).

We comply with individual state standards for jails, as well as use the standards of the National Commission on Correctional Health Care (NCCHC) as the basis for our policies and procedures and operations.

Please remember that this is a comprehensive program of cost coverage and control. We pay for all forms, medical supplies, office items, medical waste removal, equipment, lab tests, prescription medications, routine dental, etc., so that the County does not need to be involved in the payment activities of the medical program at all.

In reviewing this proposal, please keep in mind that our goal is to keep as much of the medical care delivery inside the jail as possible, thus avoiding transports and the associated risk. This also reduces the cost of outside providers.

In the following three sections we will present: 1) information about Southern Health Partners, then 2) services we can provide to Fayette County, and finally 3) the cost of those services.

1) Introduction to Southern Health Partners, Inc.

Southern Health Partners has been in business since 1994. We have seen steady growth in the past several years and currently are continuing on that trend. Our customers' jails range in size from 25 to more than 700 inmates. SHP only works with county and city facilities. Our focus has always been on managing inmate healthcare at the lowest reasonable cost while meeting the immediate needs of inmates, and following national standards set by NCCHC as well as the Jail Standards in each state where we operate.

The management group at SHP has combined experience of more than 100 years in correctional health care management. Please visit our web site for more information at [www.southernhealthpartners.com](http://www.southernhealthpartners.com).

2) Services offered to Fayette County:

**Nurse Staffing:** We would have a nurse (LPN), who is our administrator, working in the jail on weekdays averaging 20 hours per week, (4 hours per weekday, excluding holidays and reasonable time for illness and vacation). Our nurse would prepare medication for the officers to pass to the inmates. This nurse would also perform physical exams and TB testing, manage chronic care and hold regular sick-call sessions. The nurse administrator would be on-call to work with officers at the jail by phone when necessary, 24 hours a day.

**Medical Director:** A physician, nurse practitioner, or physician assistant would visit the jail weekly, or as needed, to see any inmate as referred by the nurse. Our nurse administrator will work under a set of protocols set by the medical director, which will allow most inmate medical complaints to be addressed more quickly. This practitioner will be on-call to the nurse at all times.

**Officer Training:** SHP will provide training to officers working in the jail to clarify the responsibilities between the nurses and the officers, as well as provide additional training about various topics of importance in a jail setting.

**Officer Health:** We will administer all vaccines as supplied by the County. In addition, we require that our nurse test all officers working at the jail for tuberculosis, if requested by the County.

**Records:** We will maintain records for all inmates, and we will assist with collection of inmate dental, pharmacy, and medical expenses for federal inmates or inmates from other counties or jurisdictions. We will also help the County with billing these costs back to the originating jurisdiction.

**Insurance:** We will provide medical professional liability insurance coverage of at least \$1 million per claim, \$5 million annual aggregate covering all our services performed under the resulting contract arrangement, including the physician's services if he/she requests coverage through SHP (with coverage limits of \$1 million / \$3 million). In addition, we name the County as additionally insured, and will indemnify and hold harmless the County for liabilities concerning our medical care responsibilities. We do not believe that any other inmate medical provider can offer this kind of insurance and indemnity coverage.

**No-Fault Termination:** All of our contracts have either a 60 or 90 day "no fault" contract termination clause that can be exercised by either party at any time.

**Mental Health:** Our program and pricing allows us to manage most mental health complaints inside the jail, including payment for psychotropic prescriptions as necessary. If an outside mental health provider is engaged by the County for provision of services, we will coordinate our work with them. However, we will need to maintain control over drug formulary compliance in using lower cost drugs.

**Dental Health:** We will provide and pay for routine dental care procedures for all inmates. All complaints will be screened and only urgent cases will be referred by nurses for dental care.

**PRICE PROPOSAL - Responsibility for costs and expenses of the program:**

In order to analyze the pricing of the program, we will specify below the responsibility of each of the two parties to the contract with respect to covering costs.

We have certain categories of expenses that we always cover, and we do this because we can usually buy these products at a lower cost and because we can apply better control over the usage of these items in this way.

| Category of cost/expense  | Party Responsible  |
|---|--|
| Nurse wages and benefits  | SHP  |
| Physician medical director on-site  | SHP  |
| Policies and Procedures development   | SHP  |
| Medical supplies  | SHP  |
| Minor equipment (over \$500 per single item or unit)  | If SHP requests the equipment, SHP will pay. Otherwise, County pays. |
| Repairs on existing equipment   | Repairs to SHP equipment, SHP pays. Otherwise, County pays           |
| Over-the-counter medications  | SHP  |
| Clinical lab procedures   | SHP  |
| Office supplies   | SHP  |
| Folders and forms   | SHP  |
| Travel expenses   | SHP  |
| Phone line and phone calls  | County   |
| Publications and subscriptions  | SHP  |
| Any necessary pharmacy licenses/permits   | SHP  |
| Medical hazardous waste disposal  | SHP  |
| All required insurance as offered   | SHP  |
| Administrative services (cell phone, fax etc.)  | SHP  |
| Training for officers in the jail on various topics   | SHP  |
| All other specific on-site services   | SHP ( Renal Dialysis and other major chronic care - county pays)     |
| Off-site medical services   | County   |
| On-site mental health services  | County   |
| Off-site mental health services   | County   |
| X-ray services on-site  | County   |
| X-ray services off-site   | County (if any needed)   |
| Prescription medications excluding specific chronic care meds (see below)   | SHP  |
| Prescription medications for HIV+/AIDS, hepatitis, cancer, renal failure, MD,MS, hemophilia, Crohn's disease and tissue/organ rejection | County (if any needed)   |
| Dental services (routine extractions)   | SHP  |

Some other working terms we will insist on having:

- We allow a 24-hour window to see inmates with non-urgent complaints, or when the nurse is next scheduled to visit the jail, if longer.
- A formal sick call request form is required from the inmate unless it is an emergency.
- Officers must be present when an inmate is with the nurse, and close security is required for any nurse in the housing areas. We must allow the nurse to determine if an area is secure.
- We will administer special diets for a confirmed medical need, or if ordered by our physician. We require authorization and cooperation from staff to order these when necessary.
- A co-pay system for nurse visits must be in place, or there must be a willingness to implement an inmate co-pay system within 30 days of start-up. SHP is involved in this for record-keeping only.
- We take no responsibility for health or treatment of officers, and we will not treat officers, except for vaccines and TB testing, as a condition of our contracting.
- We will offer to administer vaccines to officers of the jail if supplied by the County. We do not keep records on this, but will complete any forms as required for the County's records.
- Staffing schedules for holidays will be the same as a weekend day.
- For certain inmate medical situations which arise, and under agreement by the Sheriff and SHP, the cost of additional nurse staffing hours on shifts not normally covered by SHP can be billed as an extra expense to the County.

3) Pricing, terms for payment, and options:

Annualized Price: The first year price would be \$71,400, or \$5,950 per month. A per diem of \$1.25 would apply to inmates over the monthly average of 75. This additional payment for inmate counts in excess of 75 would cover costs encountered for the increased population such as pharmacy, necessary nurse hours, insurance, supplies, etc.

The Total Cost: The cost of the program will be the price noted immediately above together with any excluded medications, offsite medical and all x-rays. In addition, there may be other costs incurred if the County contracts with other providers such as mental health agencies.

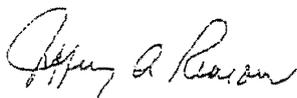
Payment Schedule: Monthly payments are due by the 10<sup>th</sup> day of each month, during the month of service. We will send an invoice in advance of each payment date.

Future Years Pricing: If contracted for more than one year, we would offer a fixed 2% increase in each of the next two years that would apply to the base price and the per diem for population overages.

We appreciate your consideration for SHP to provide services to the Fayette County Jail for inmate medical care. We would like an opportunity to discuss this further. Please feel free to call me at (704) 583-9515 or mobile at (704) 589-9859. You may also call Brent Deweese ay (615) 381-5877.

Sheriff Riles, we would be pleased to visit with you or others at your facility to discuss this proposal, and to describe our program in more detail. We look forward to talking to you soon.

Sincerely,



Jeffrey A. Reasons  
Chief Executive Officer

Client#: 722639

B6SOUTHHEA

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
05/09/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

|  |  |  |  |
|--|--|--|--|
| <b>PRODUCER</b><br>BB&T Insurance-Morganton<br>105 Avery Ave., 2nd Floor<br>PO Box 2419<br>Morganton, NC 28680 |  | <b>CONTACT NAME:</b> Wanda J Rose<br><b>PHONE (A/C, No, Ext):</b> 328 437-1853<br><b>FAX (A/C, No):</b> 866-925-7126<br><b>E-MAIL ADDRESS:</b> wjrose@bbandt.com<br><b>PRODUCER CUSTOMER ID #:</b> |  |
| <b>INSURED</b><br>Southern Health Partners Inc.<br>811 Broad St., 5th Floor<br>Chattanooga, TN 37402           |  | <b>INSURER(S) AFFORDING COVERAGE</b><br>INSURER A: Cincinnati Insurance Company <b>NAIC #</b> 10677<br>INSURER B:<br>INSURER C:<br>INSURER D:<br>INSURER E:<br>INSURER F:                          |  |

COVERAGES      CERTIFICATE NUMBER:      REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSUR TR | TYPE OF INSURANCE  | ADD. SUBR. INSR. WVD   | POLICY NUMBER | POLICY EFF. (MM/DD/YYYY) | POLICY EXP. (MM/DD/YYYY) | LIMITS  |
|----------|--|--|---------------|--------------------------|--------------------------|---|
| A        | GENERAL LIABILITY<br><input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO. <input type="checkbox"/> LOC |  | CAP5834671    | 03/13/2011               | 03/13/2012               | EACH OCCURRENCE \$1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000<br>MED EXP (Any one person) \$Excluded<br>PERSONAL & ADV INJURY \$1,000,000<br>GENERAL AGGREGATE \$2,000,000<br>PRODUCTS - COMP/OP AGG \$2,000,000 |
|          | AUTOMOBILE LIABILITY<br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS<br><input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS<br><input type="checkbox"/> NON-OWNED AUTOS  |  |               |                          |                          | COMBINED SINGLE LIMIT (Ea accident) \$<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$<br>\$   |
| A        | UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR<br>EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br>DEDUCTIBLE<br><input checked="" type="checkbox"/> RETENTION \$ 0  |  | CAP5834871    | 03/13/2011               | 03/13/2012               | EACH OCCURRENCE \$4,000,000<br>AGGREGATE \$4,000,000<br>\$<br>\$  |
|          | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below   | <input type="checkbox"/> Y/N<br><input checked="" type="checkbox"/> NA |               |                          |                          | WC STATUTORY LIMITS   OTHER<br>E.L. EACH ACCIDENT \$<br>E.L. DISEASE - EA EMPLOYEE \$<br>E.L. DISEASE - POLICY LIMIT \$   |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

CANCELLATION

Southern Health Partners, Inc.  
 DTS Holdings Inc dba  
 8832 Blankeney Professional Dr.  
 Bldg. 17, Suite 300  
 Charlotte, NC 28277

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Wanda J. Rose

Client#: 658739

70SOUTHHEA

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
7/08/2011

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|   |  |                             |        |
|---|--|-----------------------------|--------|
| PRODUCER<br>BB&T McPhail Bray Insurance<br>P. O. Box 11148<br>5925 Carnegie Blvd Suite 400<br>Charlotte, NC 28220 | CONTACT NAME: Barbara McGarrity            |                             |        |
|   | PHONE (A/C, No, Ext): 704 954-3036         | FAX (A/C, No): 888-751-3197 |        |
|   | E-MAIL ADDRESS: bmcgarrity@bbandt.com      |                             |        |
|   | PRODUCER CUSTOMER ID #:                    |                             |        |
| INSURED<br>Southern Health Partners Inc.<br>811 Broad Street, 5th Floor<br>Chattanooga, TN 37402                  | INSURER(S) AFFORDING COVERAGE              |                             | NAIC # |
|   | INSURER A: Liberty Mutual Insurance Compan |                             | 23043  |
|   | INSURER B: Catlin Specialty Insurance Comp |                             | 15989  |
|   | INSURER C: Travelers Indemnity Company     |                             | 25658  |
|   | INSURER D:                                 |                             |        |
|   | INSURER E:                                 |                             |        |
| INSURER F:  |  |                             |        |

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSURER<br>L/T/R | TYPE OF INSURANCE   | ADDITIONAL<br>INSURANCE<br>INSR WVD | POLICY NUMBER   | POLICY EFF<br>(MM/DD/YYYY) | POLICY EXP<br>(MM/DD/YYYY) | LIMITS   |
|------------------|---|-------------------------------------|-----------------|----------------------------|----------------------------|--|
|                  | GENERAL LIABILITY<br><input type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR<br><br>GENL AGGREGATE LIMIT APPLIES PER:<br>POLICY <input type="checkbox"/> PRC-<br>1577 <input type="checkbox"/> LOC |                                     |                 |                            |                            | EACH OCCURRENCE \$<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$<br>MED EXP (Any one person) \$<br>PERSONAL & ADV INJURY \$<br>GENERAL AGGREGATE \$<br>PRODUCTS - COMPROP AGG \$<br>\$ |
| C                | AUTOMOBILE LIABILITY<br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS<br><input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS<br><input checked="" type="checkbox"/> NON-OWNED AUTOS  |                                     | BA3227M66111SEL | 05/06/2011                 | 05/06/2012                 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$<br>\$                    |
|                  | UMBRELLA LIAB <input type="checkbox"/> OCCUR<br>EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br>DEDUCTIBLE<br>RETENTION \$  |                                     |                 |                            |                            | EACH OCCURRENCE \$<br>AGGREGATE \$<br>\$<br>\$   |
| A                | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under: DESCRIPTION OF OPERATIONS below   | Y/N<br>Y N/A                        | WC1Z91437888011 | 06/01/2011                 | 06/01/2012                 | X IWC STATU-<br>TORY LIMITS   IOTH-<br>LER  <br>E.L. EACH ACCIDENT \$1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$1,000,000<br>E.L. DISEASE - POLICY LIMIT \$1,000,000                      |
| B                | Medical Prof<br>Claims Made   |                                     | PLM1994081211   | 12/13/2010                 | 12/13/2011                 | Loss Event: \$1,000,000<br>See Remarks   |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

\*\* Workers Comp Information \*\*

OH- Stop Gap Employers Liability

(See Attached Descriptions)

|  |  |
|--|--|
| CERTIFICATE HOLDER<br>Southern Health Partners, inc.<br>811 Broad Street, Suite 500<br>Chattanooga, TN 37402 | CANCELLATION<br>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br><br>AUTHORIZED REPRESENTATIVE<br><i>Rubin C. Sanders</i> |
|--|--|

DESCRIPTIONS (Continued from Page 1)

Medical/Professional Liability - Pol.# PLM1994081211 (Claims Made)

Each Loss Event: \$1,000,000; Per Physician Aggregate: \$3,000,000; Policy Aggregate: \$5,000,000

Commissioner Harris moved that the request to repeal the grass ordinance be sent back to budget for further discussion. The motion was seconded by Commissioner Wilson and passed unanimously. The floor was yielded to former County Commissioner Larry Cook by Commissioner Ed Allen. Mr. Cook requested that the ordinance not be repealed due to the unsightliness of unmown lawns in neighborhoods.

There was some discussion regarding the higher education facility, and where it should be located. A representative from Southwest Tennessee addressed the Commission and stated that Southwest is ready to come to Fayette County when the Community is ready for them.

With no further business before the Board the meeting was adjourned.

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Rhea Taylor, County Mayor

ATTEST:

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Sue W. Culver, County Clerk