BUSINESS ASSOCIATE AGREEMENT

BETWEEN

SHELBY COUNTY GOVERNMENT

AND

CONNECTICUT GENERAL LIFE INSURANCE COMPANY

THIS **BUSINESS ASSOCIATE AGREEMENT** (hereinafter "Agreement") is between **SHELBY COUNTY GOVERNMENT** on behalf of **SHELBY GOVERNMENT EMPLOYEE BENEFITS DEPARTMENT** (hereinafter "Covered Entity") and **CONNECTICUT GENERAL LIFE INSURANCE COMPANY** (hereinafter "Business Associates"). Covered Entity and Business Associate may be referred to herein individually as "Party" or collectively as "Parties."

BACKGROUND

Covered Entity acknowledges that it is subject to the Privacy Rule (45 CFR §§160 and 164) and the Security Rule (45 CFR §§160, 162 and 164) promulgated by the United States Department of Health and Human Services pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191.

Business Associate provides services or goods to Covered Entity pursuant to one or more contractual relationships detailed below and hereinafter referred to as "Service Contracts" as detailed in the Administrative Services Agreement between the parties effective January 1, 2008.

In the course of executing Service Contracts, Business Associate may come into contact with, use, or disclose Protected Health Information (defined in Section 1.9 below). Said Service Contracts are hereby incorporated by reference and shall be taken and considered as a part of this document the same as if fully set out herein.

In accordance with the federal privacy and security regulation set forth at 45 CFR §§160, 162 and 164, which requires Covered Entity to have a written contract with Business Associate, the Parties wish to establish satisfactory assurances that Business Associate will appropriately safeguard "Protected Health Information" and, therefore, make this Agreement.

1. DEFINITIONS

1.1. Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in 45 CFR §§160, 162 and 164.

1.2. "Business Associate" shall have the meaning given to such term under the Privacy and Security, including but not limited to, 45 CFR §160.163.

1.3. "Covered Entity" shall have the meaning given to such term under the Privacy and Security Rule, including but not limited to 45 CFR §160.163.

1.4. "Designated Record Set" shall have the meaning set out in its definition at 45 CFR §164.501.

1.5. "HIPAA" shall mean the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191.

1.6. "Individual" shall have the same meaning as the term "individual" in 45 CFR §164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR §164.502(g).

1.7. "Privacy Rule" shall mean the Standards for Privacy for Individually Identifiable Health Information at 45 CFR §§160 and 164.

1.8. "Security Rule" shall mean the Security Standards at 45 CFR §§160, 162, and 164.

1.9. "Protected Health Information" or "PHI" shall have the same meaning given to such term under HIPAA and the HIPAA Regulation at 45 CFR §§160, 162 and 164, including, but not limited to 45 CFR §164.501.

1.10. "Required By Law" shall have the same meaning as the term "required by law" in 45 CFR §164.501.

2. OBLIGATIONS AND ACTIVITIES OF THE BUSINESS ASSOCIATE

2.1. Business Associate agrees to fully comply with the requirements under the Privacy and Security Rule applicable to "Business Associates," as that term is defined in the Privacy and Security Rule and not use or further disclose Protected Health Information other than as permitted or required by this Agreement, Service Contracts, or as required by Law. In case of any conflict between this Agreement and Service Contracts, this Agreement shall govern.

2.2. Business Associate agrees to use reasonable and appropriate administrative, physical, and technical safeguards to protect the confidentiality, integrity, and availability of the electronic PHI that is created, received, maintained, or transmitted on behalf of the Covered Entity. Said safeguards shall include, but are not limited to, requiring employees to agree to use or disclose Protected Health Information only as permitted or required by this Agreement and taking related disciplinary actions for inappropriate use or disclosure as necessary, as determined by the Business Associate and in accordance with its employment policies and procedures.

2.3. Business Associate shall require any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by, Business Associate on behalf of Covered Entity or that carries out any duties for the Business Associate involving the use, custody, disclosure, creation of, or access to Protected Health Information, to agree to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.

2.4. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.

2.5. Business Associate will promptly report to the Covered Entity any security incident, as defined at 45 CFR §164.304, of which the Business Associate becomes aware.

2.6. If Business Associate receives Protected Health Information from Covered Entity in a Designated Record Set, then Business Associate agrees to provide access, at the request of Covered Entity, to Protected Health Information in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR §164.524, provided that Business Associate shall provide access to, or deliver such information in the time and manner required by the HIPAA Privacy and Security Rule.

2.7. If Business Associate receives Protected Health Information from Covered Entity in a Designated Record Set, then Business Associate agrees to make any amendments to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to pursuant to the 45 CFR §164.526 at the request of Covered Entity or an Individual, and in the time and manner required by the HIPAA Privacy and Security Rule.

2.8. Business Associate agrees to make its internal practices, books, and records including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, created by or received by Business Associate on behalf of, Covered Entity available to the Secretary of the United States Department of Health and Human Services or the Secretary's designee, in a time and manner designated by the Secretary, for purposes of determining Covered Entity's or Business Associate's compliance with the Privacy and Security Rule.

2.9. Business Associate agrees to document disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosure of Protected Health Information in accordance with 45 CFR §164.528.

2.10. Business Associate agrees to make Protected Health Information available for an Accounting of Disclosure as required by 45 CFR§164.528 and in the time and manner required by the HIPAA Privacy and Security Rule. (Comment: I believe that "in the time and manner required by HIPAA…" is sufficient to cover this.)

2.11. Business Associate agrees it must limit any use, disclosure, or request for use or disclosure of Protected Health Information to the minimum necessary to accomplish the intended purpose of the use, disclosure, or request in accordance with the requirements of the Privacy and Security Rule.

2.12. Business Associate represents to Covered Entity that all its uses and disclosures of, or requests for, Protected Health Information shall be the minimum necessary in accordance with the Privacy and Security Rule requirements. Covered Entity may, pursuant to the Privacy and Security Rule, reasonably rely on any requested disclosure as the minimum necessary for the stated purpose when the information is requested by Business Associate.

2.13. Business Associate acknowledges that if Business Associate is also a covered entity, as defined by the Privacy and Security Rule, Business Associate is required, independent of Business Associate's obligations under this Agreement, to comply with the Privacy and Security Rule's minimum necessary requirements when making any request for Protected Health Information from Covered Entity.

2.14. Business Associate agrees to adequately and properly maintain all Protected Health Information received from, or created or received on behalf of, Covered Entity and to document subsequent uses and disclosures of such information by Business Associate as may be deemed necessary and appropriate by the Covered Entity and as reasonably agreed to by Business Associate.

2.15. If Business Associate receives a request from an Individual for a copy of the individual's Protected Health Information, and the Protected Health Information is in the sole possession of the Business Associate, the Business Associate will provide the requested copies to the individual. If Business Associate receives a request for Protected Health Information in the possession of the Covered Entity, or receives a request to exercise other individual rights as set forth in the Privacy and Security Rule, Business Associate shall notify Covered Entity of such request and forward the request to Covered Entity. Business Associate shall then assist Covered Entity in responding to the request.

2.16. Business Associate agrees to fully cooperate in good faith with and to assist Covered Entity in complying with the requirements of the Privacy and Security Rule.

3. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE

3.1. Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in Service Contracts, provided that such use or disclosure would not violate the Privacy and Security Rule if done by Covered Entity.

3.2. Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information as required for Business Associate's proper management and administration or to carry out the legal responsibilities of the Business Associate.

3.3. Except as otherwise limited in this Agreement, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that disclosures are required by law, or provided that, if Business Associate discloses any Protected Health Information to a third party for such a purpose, Business Associate shall enter into a written Agreement with such third party requiring the third party to: (a) maintain the confidentiality of Protected Health Information and not to use or further disclose such information

except as required by aw or for the purpose for which it was disclosed, and (b) notify Business Associate of any instances in which it becomes aware in which the confidentiality of the Protected Health Information is breached.

3.4. Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information to provide Data Aggregation services to Covered Entity as permitted by 42 CFR §164.504(e)(2)(I)(B).

4. OBLIGATIONS OF COVERED ENTITY

4.1. Covered Entity shall provide Business Associate with the notice of privacy practices that Covered Entity produces in accordance with 45 CFR §164.520, as well as any changes to such notice.

4.2. Covered Entity shall provide Business Associate with any changes in, or revocation of, permission by an Individual to use or disclose Protected Health Information, if such changes affect Business Associate's permitted or required uses.

4.3. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 CFR §164.522, to the extent that such restriction may affect Business Associate's use of Protected Health Information.

5. PERMISSIBLE REQUESTS BY COVERED ENTITY

5.1. Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy and Security Rule if done by Covered Entity.

6. TERM AND TERMINATION

6.1. Term. This Agreement shall be effective as of the date on which it is signed by both parties and shall remain effective as long as the Business Associates and/or any of its successors or assigns retain Protected Health Information. Business Associate maintains that the return or destruction of Protected Health Information is infeasible. Business Associate shall inform Covered Entity (CA) in writing of the reason the return or destruction of Protected Health Information is infeasible. Business Associate shall further agree to extend the protections of this Agreement to such Protection Health Information and limit further uses and disclosures of the Protected Health Information to those purposes that make the return or destruction of the Protected Health Information not feasible for so long as Business Associate and/or any of its successors or assigns retains the Protected Health Information.

6.2. Termination for Cause. Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:

6.2.1. Provide an opportunity for Business Associate to cure the breach or end the violation within 60 days or;

6.2.2. If Business Associate has breached a material term of this Agreement and cure is not possible or if Business Associate does not cure a curable breach or end the violation within time specified at 6.2.1 and at the sole discretion of, Covered Entity, Covered Entity may immediately terminate this Agreement and Service Contracts.

6.2.3. If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary of the United States Department of Health and Human Services or the Secretary's designee.

6.3 Effect of Termination.

6.3.1. The parties agree that returning or destroying the Protected Health Information is not feasible. Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction unfeasible. Business Associate shall extend the protections of this Business Associate 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 unfeasible, for so long as Business Associate maintains such Protected Health Information.

7. MISCELLANEOUS

7.1. Regulatory Reference. A reference in this Agreement to a section in the Privacy and Security Rule means the section as in effect or as amended.

7.2. Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity and Business Associate to comply with the requirements of the Privacy and Security Rule and the Health Insurance Portability and Accountability Act, Public Law 104-191. Business Associate and Covered Entity shall comply with any amendment to the Privacy and Security Rule, the Health Insurance Portability and Accountability Act, Public Law 104-191, and related regulations upon the effective date of such amendment, regardless of whether this Agreement has been formally amended.

7.3. Survival. The respective rights and obligations of Business Associate under Section 6.3. of this Agreement shall survive the termination of this Agreement.

7.4. Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity and the Business Associate to comply with the Privacy and Security Rule.

7.5. Notices and Communications. All instructions, notices, consents, demands, or other communications required or contemplated by this Agreement shall be in writing and shall be delivered by hand, by facsimile transmission, by overnight courier service, or by first class mail, postage prepaid, addressed to the respective party at the appropriate facsimile number or address as set forth below, or to such other party, facsimile number, or address as may be hereafter specified by written notice.

COVERED ENTITY:

Shelby County Government
Benefits Department
160 N. Main Street, Suite 949
Memphis, TN 38103
Telephone: (901) 545-4483
Fax: (901) 545-3056

With Copy To:

Shelby County Government
Contract Administration
160 N. Main, Suite 550
Memphis, TN 38104

BUSINESS ASSOCIATE:

Connecticut General Life Insurance Company
Mr. Brent Wick
1111 Market Street
Chattanooga, TN 37402
Telephone: (___) ____ _____
Fax: (___) ____ _____

All instructions, notices, consents, demands, or other communications shall be considered effectively given as of the date of hand delivery; as of the date specified for overnight courier service delivery; as of three (3) business days after the date of mailing; or on the day the facsimile transmission is received mechanically by the facsimile machine at the receiving location and receipt is verbally confirmed by the sender.

7.6. Strict Compliance. No failure by any Party to insist upon strict compliance with any term or provision of this Agreement, to exercise any option, to enforce any right, or to seek any remedy upon any default of any other Party shall affect, or constitute a waiver of, any Party's right to insist upon such strict compliance, exercise that option, enforce that right, or seek that remedy with respect to that default or any prior, contemporaneous, or subsequent

default. No custom or practice of the Parties at variance with any provision of this Agreement shall affect, or constitute a waiver of, any Party's right to demand strict compliance with all provisions of this Agreement.

7.7. Severability. With respect to any provision of this Agreement finally determined by a court of competent jurisdiction to be unenforceable, such court shall have jurisdiction to reform such provision so that it is enforceable to the maximum extent permitted by applicable law, and the Parties shall abide by such court's determination. In the event that any provision of this Agreement cannot be reformed, such provision shall be deemed to be severed from this Agreement, but every other provision of this Agreement shall remain in full force and effect.

7.8. Governing Law. To the extent not preempted by federal law, this Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee.

7.9. Compensation. There shall be **no** remuneration for performance under this Agreement except as specifically provided by, in, and through, contractual relationships referenced herein.

IN WITNESS WHEREOF, the parties have entered into this Agreement on the latest date executed below.

SHELBY COUNTY GOVERNMENT:

A C WHARTON, JR., Mayor **Date**

BUSINESS ASSOCIATE

B T Wick, V.P. of Sales 9/12/07

NAME AND TITLE **Date**

APPROVED AS TO FORM
AND LEGALITY:

M K Bright

Contract Administration/
Assistant County Attorney

Connecticut General Life Insurance Company
Standard Business Associate Processes and Procedures

These Standard Business Associate Processes and Procedures apply to each self-funded group health plan ("Plan") of an entity ("Plan Sponsor") that has entered or will enter into an Administrative Services Only Agreement, Flexible Spending Account or Reimbursement Accounts Administrative Services Agreement and/or Continuation Coverage Services Agreement (collectively, as applicable, the "Administrative Services Agreement") with Connecticut General Life Insurance Company ("Connecticut General"). In compliance with 45 CFR 164.502(e) and 164.504(e), the Administrative Services Agreement has been or will be modified by a Privacy Addendum or Business Associate Agreement (either referred to herein as the "Business Associate Agreement") between or among the Plan and/or Plan Sponsor and Connecticut General. Unless otherwise defined, capitalized terms have the meaning provided in the applicable Privacy Addendum or Business Associate Agreement, or if not defined in such agreement, as defined in 45 CFR Parts 160 and 164, Subpart E (the "Privacy Rule").

Section 1. Access to PHI. When an Individual requests access to Protected Health Information (or "PHI") contained in a Designated Record Set and such request is made directly to the Plan or Plan Sponsor, the Plan shall forward the request to Connecticut General within five (5) business days of such receipt. Upon receipt of such request from the Plan, or upon receipt of such a request directly from an Individual, Connecticut General shall make such PHI available directly to the Individual within the time and manner required in 45 CFR 164.524. The Plan delegates to Connecticut General the duty to determine, on behalf of the Plan, whether to deny access to PHI requested by an Individual and the duty to provide any required notices and review in accordance with the Privacy Rule.

Section 2. Availability of PHI for Amendment.

(a) When an Individual requests amendment to PHI contained in a Designated Record Set, and such request is made directly to the Plan or Plan Sponsor, within five (5) business days of such receipt, the Plan shall forward such request to Connecticut General for handling, except that the Plan shall retain and handle all such requests to the extent that they pertain to Individually Identifiable Health Information (such as enrollment information) originated by the Plan, Plan Sponsor, or the Plan's other business associates. Connecticut General shall respond to such forwarded requests as well as to any such requests that it receives directly from Individuals as required by 45 CFR 164.526, except that Connecticut General shall forward to the Plan for handling any requests for amendment of PHI originated by the Plan, Plan Sponsor, or the Plan's other business associates.

(b) With respect to those requests handled by Connecticut General under subparagraph (a) above, the Plan delegates to Connecticut General the duty to determine, on behalf of the Plan, whether to deny a request for amendment of PHI and the duty to provide any required notices and review as well as, in the case of its determination to grant such a request, the duty to make any amendments in accordance with the terms of the Privacy Rule. In all other instances, the Plan retains all responsibility for handling such requests, including any denials, in accordance with the Privacy Rule.

(c) Whenever Connecticut General is notified by the Plan that the Plan has agreed to make an amendment pursuant to a request that it handles under subparagraph (a) above, Connecticut General shall incorporate any such amendments in accordance with 45 CFR 164.526.

Section 3. Accounting of Disclosures. When an Individual requests an accounting of disclosures of PHI held by Connecticut General directly to the Plan or Plan Sponsor, the Plan shall within five (5) business days of such receipt forward the request to Connecticut General to handle. Connecticut General shall

handle such requests, and any such requests for an accounting of disclosures received directly from Individuals, in the time and manner as required in 45 CFR 164.528.

Section 4. Requests for Privacy Protection. Connecticut General shall handle Individuals' requests made to it for privacy protection for PHI in Connecticut General's possession pursuant to the requirements of 45 CFR 164.522. The Plan shall forward to Connecticut General to handle any such requests the Plan receives from Individuals that affect PHI held by Connecticut General.

Section 5. General Provisions Regarding Requests. Connecticut General may require that requests pursuant to Sections 1 through 4 above be made in writing and may create forms for use by Individuals in making such requests. When responding to an Individual's request as provided above, Connecticut General may inform the Individual that there may be other "protected health information" created or maintained by the Plan and/or the Plan's other business associates and not included in the Connecticut General's response. Connecticut General shall not be responsible for performing any duties described in the Business Associate Agreement with respect to any such other "protected health information." In carrying out its duties set forth herein, Connecticut General may establish such additional procedures and processes for requests from Individuals as permitted by the Privacy Rule.

Section 6. Disclosure of PHI to the Plan Sponsor. To the extent that the fulfillment of Connecticut General's obligations under the Administrative Services Agreement requires Connecticut General to disclose or provide access to PHI to Plan Sponsor or any person under the control of Plan Sponsor (including third parties), Connecticut General shall make such disclosure of or provide such access to PHI only as follows:

(i) Connecticut General shall disclose Summary Health Information to any employee or other person under the control of Plan Sponsor (including third parties) upon the Plan Sponsor's written request for the purpose of obtaining premium bids for the provision of health insurance or HMO coverage for the Plan or modifying, amending or terminating the Plan; and

(ii) If the Plan elects to provide PHI to the Plan Sponsor, Connecticut General shall disclose or make available PHI, other than Summary Health Information, at the written direction of the Plan to only those employees or other persons identified in the Plan documents and under the control of Plan Sponsor solely for the purpose of carrying out the Plan administration functions that Plan Sponsor performs for the Plan. Such employees or other persons (including third parties) will be identified by the Plan in writing (by name, title, or other appropriate designation) to Connecticut General as a condition of disclosure of PHI pursuant to this Section 6(ii). The Plan may modify such list from time to time by written notice to Connecticut General.

Section 7. Disclosures of PHI to Third Parties. Upon the Plan's written request, Connecticut General will provide PHI to certain designated third parties who assist in administering the Plan and who are authorized by the Plan to receive such information solely for the purpose of assisting in carrying out Plan administration functions ("Designated Third Parties"). Such parties may include, but are not limited to, third-party administrators, consultants, brokers, auditors, successor administrators or insurers, and stop-loss carriers. As a condition to providing PHI to a Designated Third Party, Connecticut General may require that the Plan have a business associate agreement (within the meaning of the Privacy Rule) with such Designated Third Party.

Section 9

GRATUITY DISCLOSURE FORM

Shelby County Ethics Commission

INSTRUCTIONS: *This form is for all persons receiving any Shelby County Government contract, land use approval or financial grant money to report any gratuity that has been given, directly or indirectly, to any elected official, employee or appointee (including their spouses and immediate family members) who is involved in the decision regarding the contract, land use approval, or financial grant of money.*

1. **NAME**
   Ryan Kocher - CIGNA Representative

2. **DATE OF GRATUITY**
   None

3. **NATURE AND PURPOSE OF THE GRATUITY**
   None

4. **NAME OF THE OFFICIAL, EMPLOYEE, APPOINTEE, OR FAMILY MEMBER WHO RECEIVED THE GRATUITY**
   None

5. **NAME OF THE PERSON OR ENTITY THAT PROVIDED THE GRATUITY**
   None

6. **ADDRESS OF THE PERSON OR ENTITY THAT PROVIDED THE GRATUITY**
   None

7. **DESCRIPTION OF THE GRATUITY**

None

8. **COST OF THE GRATUITY (If cost is unknown and not reasonably discernible by the person giving the gratuity, then the person giving the gratuity shall report a good faith estimate of the cost of the gratuity.)**

None

9. **The information contained in this Gratuity Disclosure Form, and any supporting documentation or materials referenced herein or submitted herewith, is true and correct to the best of my knowledge, information and belief and affirm that I have not given, directly or indirectly, any gratuity to any elected official, employee or appointee (including spouse and immediate family members) that has not been disclosed and I affirm that I have not violated the provisions of the Shelby County Government Code of Ethics.**

Signature

04/02/08
Date

Ryan Kocher
Print Name

A copy of your completed form will be placed on the Shelby County Internet website.

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 04/04/2008

PRODUCER
Aon Risk Services Central, Inc.
fka Aon Risk Services, Inc. of PA
One Liberty Place
1650 Market Street
Suite 1000
Philadelphia PA 19103 USA
PHONE (866) 283-7122 FAX (847) 953-5390

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
Cigna Corporation Et Al
1601 Chestnut Street
Two Liberty Place
Philadelphia PA 19192 USA

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Lexington Insurance Company	19437
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

Holder Identifier :

COVERAGES

SIR May Apply

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE(MM\DD\YY)	POLICY EXPIRATION DATE(MM\DD\YY)	LIMITS	
		GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY CLAIMS MADE OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC				EACH OCCURRENCE	
						DAMAGE TO RENTED PREMISES (Ea occurence)	
						MED EXP (Any one person)	
						PERSONAL & ADV INJURY	
						GENERAL AGGREGATE	
						PRODUCTS - COMP/OP AGG	
		AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	
						BODILY INJURY (Per person)	
						BODILY INJURY (Per accident)	
						PROPERTY DAMAGE (Per accident)	
		GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT	
						OTHER THAN AUTO ONLY : EA ACC	
						AGG	
		EXCESS /UMBRELLA LIABILITY OCCUR CLAIMS MADE DEDUCTIBLE RETENTION				EACH OCCURRENCE	
						AGGREGATE	
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS OTH-ER	
						E.L. EACH ACCIDENT	
						E.L. DISEASE-EA EMPLOYEE	
						E.L. DISEASE-POLICY LIMIT	
A		OTHER Prof Liability	872461 E&O/Managed Care	03/30/08	03/30/09	occ/agg	$5,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

Certificate No : 570027827807

CERTIFICATE HOLDER

Shelby County Government
160 North Main Street
Memphis TN 38103 USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE Aon Risk Services Central Inc.

MARSH

CERTIFICATE OF INSURANCE

CERTIFICATE NUMBER
CLE-001698648-01

PRODUCER
Marsh USA Inc.
TWO LOGAN SQUARE
PHILADELPHIA, PA 19103-2797
Attn: Healthcare.AccountsCSS@marsh.com/FAX: 212 948-1307

100607-CIGNA-CAS-07-08

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER OTHER THAN THOSE PROVIDED IN THE POLICY. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES DESCRIBED HEREIN.

COMPANIES AFFORDING COVERAGE

COMPANY A ACE AMERICAN INSURANCE COMPANY

COMPANY B INDEMNITY INSURANCE COMPANY OF NORTH AMERICA

COMPANY C N/A

COMPANY D N/A

INSURED
CIGNA HEALTHCARE
(A SUBSIDIARY OF CIGNA CORP.)
900 COTTAGE GROVE ROAD
HARTFORD, CT 06152

COVERAGES This certificate supersedes and replaces any previously issued certificate for the policy period noted below. 1

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY**	HDOG23726609	07/01/07	07/01/08	GENERAL AGGREGATE	$ 3,000,000
	[X] COMMERCIAL GENERAL LIABILITY				PRODUCTS - COMP/OP AGG	$ 1,000,000
	[ ] CLAIMS MADE [X] OCCUR				PERSONAL & ADV INJURY	$ 1,000,000
	OWNER'S & CONTRACTOR'S PROT				EACH OCCURRENCE	$ 1,000,000
					FIRE DAMAGE (Any one fire)	$ 1,000,000
					MED EXP (Any one person)	$ 5,000
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT	$
	ANY AUTO				BODILY INJURY (Per person)	$
	ALL OWNED AUTOS					
	SCHEDULED AUTOS				BODILY INJURY (Per accident)	$
	HIRED AUTOS					
	NON-OWNED AUTOS				PROPERTY DAMAGE	$
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
	ANY AUTO				OTHER THAN AUTO ONLY:	
					EACH ACCIDENT	$
					AGGREGATE	$
	EXCESS LIABILITY				EACH OCCURRENCE	$
	UMBRELLA FORM				AGGREGATE	$
	OTHER THAN UMBRELLA FORM					$
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY**	WLRC44464986 (AOS)	07/01/07	07/01/08	[X] WC STATUTORY LIMITS [ ] OTHER	
B		WLRC44464974 (CA)	07/01/07	07/01/08	EL EACH ACCIDENT	$ 1,000,000
A	THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE: [X] INCL [ ] EXCL	SCFC44464962 (WI)	07/01/07	07/01/08	EL DISEASE-POLICY LIMIT	$ 1,000,000
					EL DISEASE-EACH EMPLOYEE	$ 1,000,000
A	**OTHER** EXCESS WORKERS COMPENSATION	WCUC44464950 (OH)	07/01/07	07/01/08	LIMIT	1,000,000
					SIR	1,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

CERTIFICATE HOLDER

SHELBY COUNTY GOVERNMENT
ATTN: BRENDA GREENE
160 NORTH MAIN STREET
MEMPHIS, TN 38103

CANCELLATION

SHOULD ANY OF THE POLICIES DESCRIBED HEREIN BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE INSURER AFFORDING COVERAGE WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED HEREIN, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER AFFORDING COVERAGE, ITS AGENTS OR REPRESENTATIVES, OR THE ISSUER OF THIS CERTIFICATE.

AUTHORIZED REPRESENTATIVE
Marsh USA Inc.
BY: Mary Radaszewski

Mary Radaszewski

MM1(3/02) **VALID AS OF:**04/02/08