to employees for all work performed on said service contract, as defined in the Living Wage Ordinance. Proof of such compensation must be evidenced as required in the Living Wage Ordinance.

21. Incorporation Of Whereas Clauses. The foregoing whereas clauses are hereby incorporated into this Contract and made a part hereof.

22. Waiver Of Proprietary Interest. Notwithstanding anything to the contrary contained herein or within any other document supplied to COUNTY by the CONSULTANT, CONSULTANT understands and acknowledges that COUNTY is a governmental entity subject to the laws of the State of Tennessee and that any reports, data or other information supplied to COUNTY by CONSULTANT due to services performed pursuant to this Contract is subject to being disclosed as a public record in accordance with the laws of the State of Tennessee.

23. Organization Status And Authority. (a) CONSULTANT represents and warrants that it is a corporation, limited liability company, partnership, or other entity duly organized, validly existing and in good standing under the laws of the state of Tennessee; it has the power and authority to own its properties and assets and is duly qualified to carry on its business in every jurisdiction wherein such qualification is necessary.

(b) The execution, delivery and performance of this Contract by the CONSULTANT has been duly authorized by all requisite action and will not violate any provision of law, any order of any court or other agency of government, the organizational documents of the CONSULTANT, any provision of any indenture, agreement or other instrument to which the CONSULTANT is a party, or by which the CONSULTANT's respective properties or assets are bound, or be in conflict with, result in a breach of, or constitute (with due notice or lapse of time or both) a default under any such indenture, agreement or other instrument, or result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the properties or assets.

24. Warranty. CONSULTANT warrants to COUNTY that all Services shall be in strict compliance with the terms of this Contract, and all applicable governmental laws, rules and regulations.

25. Rights in Data. The COUNTY shall become the owner, and the CONSULTANT shall be required to grant to the COUNTY, or its successors, a perpetual, non-exclusive, non-transferable, royalty-free right, in the COUNTY's name, to use any deliverables provided by the CONSULTANT under this Contract, regardless of whether they are proprietary to the CONSULTANT or to any third parties.

26. Reports. CONSULTANT shall prepare and submit quarterly reports of its activities, funded under this Contract, to the originating department and the Contract Administration Department of the COUNTY. The reports shall include an itemization of specific Services delivered as detailed in Exhibit B. Any such reports provided to the COUNTY shall be prepared with the understanding that the COUNTY may make such reports available to the public. The quarterly

reports and all books of account and financial records that are specific to the work performed in accordance with this Contract may be subject to audit by the Director of the Division of Administration and Finance of the COUNTY. The COUNTY shall have the right to withhold future disbursement of funds under this Contract and any future Contracts until this provision has been met.

27. Confidentiality of Records. The parties hereto mutually agree that, to the extent required by law, records of any client shall be kept confidential and shall not be shared professionally with any parties other than duly authorized COUNTY and CONSULTANT personnel, except with the permission of the person whose records are shared, if competent to give such consent, or otherwise with the permission of a person having authority to act on behalf of the person whose records are shared. CONSULTANT shall provide complete access to said records to COUNTY personnel who are authorized by the COUNTY to receive confidential information.

28. Right To Request Removal of Consultant's Employees. The COUNTY may interview the personnel CONSULTANT assigns to COUNTY's work. COUNTY shall have the right, at any time, to request removal of any employee(s) of CONSULTANT, whom COUNTY deems to be unsatisfactory for any reason. Upon such request, CONSULTANT shall use all reasonable efforts to promptly replace such employee(s) with substitute employee(s) having appropriate skills and training.

29. Notice. Any notices required or permitted to be given under the provisions of this Contract shall be effective only if in writing and delivered either in person to the COUNTY's authorized agent or by First Class or U.S. Mail to the addresses set forth below, or to such other person or address as either party may designate in writing and deliver as herein provided:

COUNTY: Shelby County Division of Community Services
160 N. Main Street, Suite 801
Memphis, Tennessee 38103
Attn.: Dottie Jones, Director

and

Shelby County Government
Contract Administration
160 N. Main St., Suite 550
Memphis, Tennessee 38103

CONSULTANT: Southeast Mental Health Center
3810 Winchester Road
Memphis TN 38118
Attn.: Gene Lawrence, Executive Director

30. HIPAA. CONSULTANT warrants to the COUNTY and State that it is familiar with the requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its accompanying regulations, and will comply with all applicable HIPAA requirements in the course of this Contract. CONSULTANT warrants that it will cooperate with the COUNTY

and State in the course of performance of the Contract so that all parties will be in compliance with HIPAA, including cooperation and coordination with COUNTY and State privacy officials and other compliance officers required by HIPAA and its regulations. CONSULTANT will sign any documents that are reasonably necessary to keep the State and the COUNTY in compliance with HIPAA, including, but not limited to, business associate agreements.

IV. INDEMNIFICATION AND INSURANCE REQUIREMENTS

1. Responsibilities For Claims And Liabilities. (a) CONSULTANT shall indemnify, defend, save and hold harmless the COUNTY, and its elected officials, officers, employees, agents, assigns, and instrumentalities from and against any and all claims, liability, losses or damages—including but not limited to Title VII and 42 USC 1983 prohibited acts—arising out of or resulting from any conduct; whether actions or omissions; whether intentional, unintentional, or negligent; whether legal or illegal; or otherwise that occur in connection with or in breach of this Contract or in the performance of the duties hereunder, whether performed by the CONSULTANT its sub-providers, agents, employees or assigns. This indemnification shall survive the termination or conclusion of this Contract.

In addition to the foregoing, CONSULTANT hereby agrees that it shall notify COUNTY of all claims made against it by third parties, including but not limited to patients, for services performed pursuant to this Contract. In the event that CONSULTANT reaches a compromise or settlement of claims brought by such third-party, CONSULTANT shall include language in its settlement/release agreement that requires the third-party/releaser to specifically release COUNTY from liability. CONSULTANT shall provide a copy of each such fully executed settlement/release agreement to COUNTY in accordance with III, Paragraph 29.

(b) CONSULTANT expressly understands and agrees that any insurance protection required by this Contract or otherwise provided by the CONSULTANT shall in no way limit the responsibility to indemnify, defend, save and hold harmless the COUNTY or its elected officials, officers, employees, agents, assigns, and instrumentalities as herein provided.

(c) The COUNTY has no obligation to provide legal counsel or defense to the CONSULTANT or its sub-providers in the event that a suit, claim or action of any character is brought by any person not party to this Contract against CONSULTANT as a result of or relating to obligations under this Contract.

(d) Except as expressly provided herein, the COUNTY has no obligation for the payment of any judgment or the settlement of any claims against the CONSULTANT as a result of or relating to obligations under this Contract.

(e) CONSULTANT shall immediately notify the COUNTY, c/o Shelby County Government, Contracts Administration, 160 N. Main Street, Suite 550, Memphis, TN 38103, of any claim or suit made or filed against the CONSULTANT or its sub-providers regarding any matter resulting from or relating to CONSULTANT's obligations under this Contract

and will cooperate, assist and consult with the COUNTY in the defense or investigation thereof.

2. Insurance Requirements. CONSULTANT will provide evidence of the following insurance coverage. The insurance companies providing this coverage shall be rated A- with FSC of VIII or better in the current edition of Best's Key Rating Guide:

For all services and operations under this agreement Consultant/provider shall maintain coverage with limits of no less than:

1) *Commercial General Liability Insurance* - minimum limit of $1,000,000 per occurrence bodily injury and property damage/$1,000,000 personal and advertising injury/$2,000,000 General Aggregate/$2,000,000 Products-Completed Operations Aggregate. The insurance shall include coverage for the following:

a) Premises/Operations
b) Products/Completed Operations
c) Contractual liability
d) Independent Contractors
e) Broad Form Property Damage
f) Personal Injury and Advertising Liability

2) *Business Automobile Liability Insurance* –minimum of $1,000,000 single limit each accident for bodily injury and property damage. Coverage is to be provided on all:

a) Owned/Leased Autos
b) Non-owned Autos
c) Hired Autos

Shelby County Government, its elected officials, officers, appointees and employees are to
be named as additional insureds on the Commercial General Liability and Business Automobile Liability policies.

3) *Workers Compensation and Employers' Liability Insurance* - Workers Compensation as required by Tennessee statute with Employers' Liability limits in minimum limits as follows: $1,000,000 each accident, $!,000,000 Disease - each employee and $1,000,000 Disease - Policy Limit This policy will include coverage for all employees and contracted workers and volunteers and all proprietors, partners ,and executive officers. Waiver of subrogation against the County will be included in the policy.

a. *Professional Liability/Malpractice Insurance* - minimum limit of $1,000,000 per claim per employee or contracted individual/$3,000,000 annual aggregate. The consultant/provider should indicate in its bid whether the coverage is provided on a claims-made, or, preferably, on an occurrence basis. If on claims-made basis policy retroactive date is to be no later than the date of this contract. If written on

claims-made basis, in event of cancellation the contractor will purchase an unlimited extended reporting period for claims or else purchase new coverage with a retroactive date to cover the dates of this contract and provide evidence of such coverage.

4) Excess Professional Liability - minimum excess professional liability in limit of $2,000,000.

All policies *will* provide for 30 days written notice to Shelby County of cancellation, non-renewal or material change in coverage provided, except ten (10) days notice is required for non-payment of premium. This required notice is to be sent to Shelby County Government by certified/return receipt US Mail to the addresses in Section III Paragraph 28 of this contract.

V. RIGHT TO MONITOR AND AUDIT

Access To Records. During all phases of the work and services to be provided hereunder the CONSULTANT agrees to permit duly authorized agents and employees of the COUNTY, to enter CONSULTANT's offices for the purpose of inspections, reviews and audits during normal working hours. Reviews may also be accomplished at meetings that are arranged at mutually agreeable times and places. The CONSULTANT will maintain all books, documents, papers, accounting records, and other evidence pertaining to the fee paid under this Contract and make such materials available at their offices at all reasonable times during the period of this Contract and for three (3) years from the date of payment under this Contract for inspection by the 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.

IN WITNESS WHEREOF, the parties hereto have set their signatures for the purposes contained herein, on the day and date first above written.

APPROVED:

SHELBY COUNTY GOVERNMENT

_____
Contract Administrator/
Assistant County Attorney

_____
A C Wharton, Jr., Mayor

SOUTHEAST MENTAL HEALTH CENTER, INC.

BY: Jane Lamere

TITLE: Exec. Director
4-28-09

CORPORATE ACKNOWLEDGMENT

STATE OF Tennessee

COUNTY OF Shelby

Before me, the undersigned Notary Public, in and for the State and County aforesaid, personally appeared Gene Lawrence with whom I am personally acquainted or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged himself/herself to be president or other officer authorized by appropriate Corporate action and/or Resolution to execute the preceding instrument of the Southeast Mental Health, Inc, the within named bargainor, a corporation, and that he as such Executive Director executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself/herself as Executive Director

WITNESS my hand and official seal at office this 28th day of April, 2009.

Earline Dobbs
Notary Public

My Commission Expires: MY COMMISSION EXPIRES: 7/16/2011

EARLINE DOBBS
STATE OF TENNESSEE NOTARY PUBLIC
SHELBY COUNTY

Exhibit A

SCOPE OF SERVICES

Overview. The services funded through this contract will help to provide a single point of entry for mental health and substance abuse assessments for individuals in need of urgent psychiatric and/or substance abuse assessment and be referred to herein as the Crisis Assessment Center (CAC). Assessment and crisis intervention services will be provided to individuals age 14 and over who present in psychiatric crisis or as intoxicated. They may be referred by MPD CIT officers, other law enforcement/criminal justice personnel, community provider staff, family or self referral (walk-ins).

Intake. Staff must use an expedited process to immediately accept responsibility for clients who present to the facility on their own or who are transported to the facility by law enforcement personnel, the Memphis Police Department Crisis Intervention Team, family members or others. No individual needing social detoxification or psychiatric evaluation may be refused services. The intake process must provide one registration for all services and must accommodate multiple clients to prevent any undue backlog in access to the service. Information will be obtained from the referral source (including transporting officers and family members) regarding reason for referral, and will include:

a. Full name; social security number; date of birth; address; phone number; family member/significant other's name, address and phone number; emergency contact's name, address and phone number; and other demographic information
b. chief complaint, history of problem
c. any known history regarding psychiatric and/or substance abuse problems or treatment
d. counselor/case manager (if any)
e. any known medical/legal problems
f. current medications (if applicable)
g. any information required by other funding sources

Triage Assessment. The primary goal is to determine the most clinically appropriate, least restrictive intervention and disposition, based on presenting symptoms at the time of assessment and considering psychiatric, medical and substance abuse problems and contributing psychosocial issues. Additionally, this assessment is intended to stabilize the current crisis and prevent further dysfunction, deterioration or exacerbation of symptoms so that the individual, to the extent possible, can mobilize community resources and supports.

The initial assessment will include a determination of level of supervision required by each individual who presents for service. Ensuring safety and security is the top priority until the assessment is complete and an intervention and/or disposition decision is made.

Substance Abuse Assessment. Substance abuse assessment must provide preliminary medical and psychiatric assessment of individuals presenting with evidence of a level of intoxication that

presents an immediate danger to self or others. Consumers found to be at risk for immediate withdrawal will be transferred to an emergency unit for medical detoxification services. Behaviors appropriate for triage, crisis intervention and stabilization will include, but not be limited to:

a. evidence of alcohol or other substance abuse/intoxication
b. history of substance abuse, chronic substance use or dependence, which may have precipitated behavioral problems
c. history of withdrawal signs and symptoms from drug use
d. history of suicide threats or self-injurious behavior related to substance abuse
e. current stressors (including major losses, exposure to trauma/violence, legal issues, etc.), which may have precipitated drug use/intoxication
f. evidence of other reckless, impulsive, acting out behavior or loss of control related to above stressors
g. other conditions related to substance abuse requiring continuous observation to determine need for admission to more restrictive level of care

Medical Screening. Medical screening services must be available on site 24 hours a day, 7 days a week by appropriately trained, certified and licensed clinical staff supervised by a qualified physician licensed to practice in the State of Tennessee and accessible within a time frame consistent with all applicable regulations. Medical screening services must include all services needed to: 1) determine a medical emergency does not exist, and 2) rule out clinical conditions which could mimic intoxication or produce erratic behaviors that could mimic psychiatric illnesses.

a. The CAC must develop and implement an expedited procedure to accept responsibility immediately for clients who are transported to the CAC by law enforcement. The intake process must be able to simultaneously accommodate multiple clients.
b. Upon arrival, a preliminary medical screening examination must be performed on each individual presenting for services.
c. Adequate privacy must be afforded to patients including, but not limited to separation of male and female adult clients, as well as juvenile clients (ages 14-18) from the general adult population.
d. To reduce transfers between providers, non-emergency medical conditions which may be encountered during the medical screening examination, must be treated on site (small lacerations, sprains, etc.).
e. Appropriate laboratory testing must be available on site or by agreement with an external vendor to assess clients who exhibit psychotic behavior or evidence of intoxication. Laboratory testing must be timely and should not contribute to unreasonable delays in completion of the medical screening examination or mental assessments.
f. Consultant will have an executed transfer agreement between the CAC and at least one (1) appropriately licensed emergency medical care service/facility to accept clients with emergent conditions.

g. The CAC must perform substance abuse assessment as may be required on individuals presenting with signs of intoxication. Clients may self refer or be transported to the facility by law enforcement personnel, the CIT, family members or others.
h. The CAC must accept clients who are intoxicated and transported by law enforcement for assessment in lieu of arrest in compliance with the provisions of TCA Section 68-24-507.
i. The CAC must monitor clients including, but not limited to assessment of clinical condition and monitoring of vital signs throughout the social detoxification process.
j. The CAC must ensure access to acute medical detoxification services as required by clients. Therefore, the CAC must have a written executed transfer agreement with at least one (1) appropriately licensed and certified facility that is qualified to provide such services.
k. The CAC must identify and track high utilizers of CAC services with substance use disorders. They must be assessed for most appropriate intervention and follow-up services, including substance abuse treatment, primary health care and supportive housing.

Transition Planning. For individuals presenting with either psychiatric or substance abuse disorders (and with co-occurring disorders), who are *not* admitted for inpatient care, the provider will coordinate transition planning to include referral and linkage to community-based treatment services suitable to the needs of the individual for continuity of care, including crisis stabilization, respite, community mental health services and supportive housing as appropriate. The CAC must maintain an up-to-date list of available community resources, including treatment facilities, support groups, organizations providing assistance with housing and socialization needs, etc. The CAC will complete individualized disposition and/or transition plans for each client using a county-approved tool, e.g., APIC.

a. Transition planning and continuity of care plan may require providing medication (up to 1 week supply) as needed to facilitate client transition to community resources.
b. Transition planning should include identifying additional factors which might have contributed to the presenting crisis, i.e., trauma, abuse, chronic illness, etc.
c. Transition planning and continuity of care plan must include specific follow-up referral information (location, date, time, contact person, etc.) and means for assuring clients' ability to keep scheduled appointments.

Exhibit B

CRISIS ASSESSMENT CENTER REPORTING REQUIREMENTS

Evaluation and Effectiveness of Services. It is intended that the services provided by the CAC will provide an alternative to incarceration for those who abuse alcohol and or drugs and/or expedite assessment of individuals experiencing symptoms of behavioral health problems and divert them from more intensive levels of care. CONSULTANT should identify specific, measurable expected outcomes for services provided to the target population. These may include improved access to appropriate levels of care; changes in trends of utilization of services; decreased fragmentation and duplication of services provided; improved satisfaction with the services by consumers, referral systems, and funding agencies; and containment or reduction in costs of providing these services.

Reports. CONSULTANT shall prepare and submit quarterly reports of its activities, funded under this Contract, to the originating department and the Contract Administration Department of the COUNTY. The reports shall include an itemization of specific Services delivered as detailed herein.

Records. The CAC will maintain the patient record. The record will be stored per protocol. The record should include:

- A copy of the Comprehensive Psychosocial Assessment
- A copy of the Mobile Crisis Assessment
- A copy of the Arrest Ticket from CIT, if applicable
- A copy of the Involuntary Commitment paperwork, if applicable
- A completed Call/Intake Form
- A copy of the Medical Screen and any other pertinent medical documentation
- A signed copy of the Patient's Rights
- A signed copy of the Consent to Assessment, if applicable
- A signed copy of the Notice of Privacy Practices Form
- A signed copy of the Exceptions to Notice of Privacy Practices Form, if applicable
- A signed copy of any necessary Authorization for Release of Information
- A copy of the Mode of Transfer Form
- The original Patient's Personal Possessions Form
- The original Patient's Personal Mediations Form
- A copy of the Transition Plan

Reporting. Reporting required to evaluate the effectiveness of assessment/intervention services provided will include, but not be limited to:

a. % of TennCare applications completed with data necessary for approval of eligibility
b. % of clients seen with co-occurring disorders
c. % recidivism to acute or sub-acute level of care at seven (7), thirty (30) and ninety (90) days post CAC episode of care
d. % of clients referred to community based services

e. % of clients discharged to home or other stable residential setting
f. % of clients declining recommended referrals or AMA discharges
g. Number of documented client complaints regarding treatment or delivery of service
h. Number of documented complaints from family members, advocates and others regarding treatment or delivery of service
i. Number of documented law enforcement complaints regarding transfer of clients to CAC, treatment or delivery of service
j. Results of client satisfaction surveys
k. Results of referral source satisfaction surveys

MEDICAL CARE SERVICES

The CAC must monitor and report on data including but not limited to the following:

a. Number and % of presenting clients who require additional medical examination or diagnostic testing
b. Number and % of medical screening exams completed within two (2) hours
c. Number and % of clients requiring transfer to emergency room

SOCIAL DETOXIFICATION SERVICES

The CAC must monitor and report on data including but not limited to the following:

a. % of clients receiving drug toxicology screens
b. % of clients with positive drug toxicology screens
c. Number and % of repeat clients at seven (7) and thirty (30) days post CAC episode of care
d. Number and % of clients referred to community based substance abuse treatment services
e. number and % of clients receiving assessment and appropriate disposition and/or transition plans within twelve (12) hours

PSYCHIATRIC SERVICES

The CAC must monitor and report on data including but not limited to the following:

a. % recidivism to any acute level of care at 7 and 30 days
b. % of clients referred to less restrictive levels of care
c. number of clients receiving assessment and appropriate disposition and/or transition plans within 12 hours