

CONTRACT

This contract (the "Contract") entered into this ____ day of June, 2016, and between the Juvenile Court of Memphis and Shelby County, hereinafter referred to as "COUNTY" and Tucker D. Johnson, Ph.D. hereinafter referred to as "PROVIDER".

WITNESSETH

WHEREAS, the COUNTY has the need for the provision of clinical and management services at the Juvenile Court Office of Clinical Services; and

WHEREAS, the COUNTY issued a Request for Proposals ("RFP") Number 16-005-73 – OCS Management Services on May 4, 2016, and PROVIDER responded to said RFP on May 25, 2016; and

WHEREAS, the PROVIDER has the knowledge and expertise to provide such services; and

WHEREAS, the COUNTY awarded the RFP to PROVIDER on June 28, 2016; and

WHEREAS, the parties are desirous of entering into a contract setting forth the terms and conditions under which the PROVIDER will provide said services.

NOW THEREFORE, for and in consideration of mutual promises and covenants herein contained, the parties hereto agree as follows:

I. SCOPE OF WORK

1. The PROVIDER shall provide the services as outlined within the COUNTY's RFP #16-005-73 and PROVIDER's response thereto which is attached hereto as Exhibit "A" and incorporated herein by reference as if stated verbatim (the "Services").

II. TERM AND COMPENSATION

1. The term of this Contract (the "Term") will commence upon the execution of this Contract and continue until June 30, 2017. The Contract may be renewed for an additional four (4) one (1) year terms upon the written mutual agreement of both parties.
2. The COUNTY agrees to compensate the PROVIDER for the provision of Services the monthly fee of TEN THOUSAND FOUR HUNDRED SEVENTEEN and 00/100 (\$10,417.00), the total sum not to exceed ONE HUNDRED TWENTY-FIVE THOUSAND FOUR and 00/100 (\$125,004.00) Dollars (the "Maximum Fee"), during the term of this contract which shall include all reimbursable expenses. The total sum for renewal periods of one full year of service shall not exceed ONE HUNDRED TWENTY-FIVE THOUSAND

FOUR and 00/100 (\$125,004.00) Dollars.

3. The PROVIDER shall submit invoices to the COUNTY on a monthly basis for Services performed during the preceding month. The invoice shall be submitted to the address set forth in Paragraph 31 of this Contract to the attention of Ms. Dini Malone, Director of Administrative Services. The COUNTY shall pay such invoice within thirty (30) days of its receipt and approval of said invoice. The COUNTY is not obligated to pay, and will withhold from payment, any amounts the COUNTY has in dispute with the PROVIDER based on PROVIDER'S non-performance or negligent performance of any of the Services under this Contract.
4. PROVIDER shall not be permitted or authorized to incur costs beyond the extent that purchase orders have been issued on approved contracts and/or purchases prior to the commencement date, during the term of the contract, and/or subsequent to the termination date of County contracts or purchases without prior, expressly written, appropriate authorization pursuant to County purchasing procedures and rules and regulations. COUNTY is not obligated to pay nor shall PROVIDER be entitled to receive payments for contract fees and expenses incurred in violation of this provision.

III. GENERAL CONDITIONS

The parties further agree as follows:

1. CONTROL

All Services by the PROVIDER will be performed in a manner satisfactory to the COUNTY and in accordance with the generally accepted business practices and procedures of the COUNTY.

2. PROVIDER'S PERSONNEL

The PROVIDER certifies that it presently has adequate qualified personnel to perform all Services required under this Contract. All work performed during the Term of this Contract will be supervised by the PROVIDER. The PROVIDER further certifies that all of its employees assigned to serve the COUNTY have such knowledge and experience as required to perform the duties assigned to them. Any employee of the PROVIDER who, in the opinion of the COUNTY, is incompetent or whose conduct becomes detrimental to the work shall immediately be removed from association with the Services under this Contract.

3. INDEPENDENT STATUS

- a. Nothing in this Contract shall be deemed to represent that the PROVIDER, or any of the PROVIDER's employees or agents, are the agents, representatives, or employees of the COUNTY. The PROVIDER will be an independent CONTRACTOR over the details and means for performing the Services under this Contract. Anything in this

Contract which may appear to give the COUNTY the right to direct the PROVIDER as to the details of the performance of the Services under this Contract or to exercise a measure of control over the PROVIDER is solely for purposes of compliance with local, state and federal regulations and means that the PROVIDER will follow the desires of the COUNTY only as to the intended results of the scope of this Contract.

- b. It is further expressly agreed and understood by PROVIDER that neither it nor its employees or agents are entitled to any benefits which normally accrue to employees of the COUNTY; that PROVIDER has been retained by the COUNTY to perform the Services specified herein (not hired) and that the remuneration specified herein is considered fees for the Services performed (not wages) and that invoices submitted to the COUNTY by PROVIDER for the Services performed shall be on the PROVIDER's letterhead.

4. REPORTS

PROVIDER shall prepare and submit monthly 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 the use of COUNTY's funds and shall be inclusive of specific Services delivered and number of participants. 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 monthly 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.

5. TERMINATION OR ABANDONMENT

- a. It shall be cause for the immediate termination of this Contract if, after its execution, the COUNTY determines that:
 - i) Either the PROVIDER or any of its principals, partners or corporate officers, if a corporation, including the corporation itself, has pled nolo contendere, or has pled or been found guilty of a criminal violation, whether state or federal, involving, but not limited to, governmental sales or purchases, including but not limited to the rigging of bids, price fixing, or any other collusive and illegal activity pertaining to bidding and governmental contracting; or
 - ii) PROVIDER has subcontracted, assigned, delegated, transferred its rights, obligations or interests under this Contract without the COUNTY's consent or approval; or
 - iii) PROVIDER has filed bankruptcy, become insolvent or made an assignment for the benefit of creditors, or a receiver, or similar officer has been appointed

to take charge of all or part of PROVIDER's assets.

- b. The COUNTY may terminate the Contract upon five (5) days written notice by the COUNTY or its authorized agent to the PROVIDER for PROVIDER's failure to provide the Services specified under this Contract.
- c. This Contract may be terminated by either party by giving thirty (30) days written notice to the other, before the effective date of termination. In the event of such termination, the PROVIDER shall be entitled to receive just and equitable compensation for any satisfactory work performed as of the termination date; however, the PROVIDER shall not be reimbursed for any anticipatory profits that have not been earned as of the date of termination.
- d. All work accomplished by the PROVIDER prior to the date of such termination shall be recorded and tangible work documents shall be transferred to and become the sole property of the COUNTY prior to payment for services rendered.
- e. Notwithstanding the above or any section herein to the contrary, PROVIDER shall not be relieved of liability to the COUNTY for damages sustained by the COUNTY by virtue of any breach of the Contract by PROVIDER and the COUNTY may withhold any payments to PROVIDER for the purpose of setoff until such time as the exact amount of damages due the COUNTY from PROVIDER is determined.

6. COMPENSATION FOR CORRECTIONS

No compensation shall be due or payable to PROVIDER pursuant to this Contract for any of PROVIDER's Services performed by the PROVIDER in connection with effecting of corrections to the design of the Services, when such corrections are required as a direct result of negligence by the PROVIDER to properly fulfill any of his obligations as set forth in this Contract.

7. SUBCONTRACTING, ASSIGNMENT OR TRANSFER

- a. Any subcontracting, assignment, delegation or transfer of all or part of the rights, responsibilities, or interest of either party to this Contract is prohibited unless by written consent of the other party. No subcontracting, assignment, delegation or transfer shall relieve the PROVIDER from performance of the Services under this Contract. The COUNTY shall not be responsible for the fulfillment of the PROVIDER's obligations to its transferors or subcontractors.
- b. Upon the request of the other party, the subcontracting, assigning, delegating or transferring party shall provide all documents evidencing the subcontract, assignment, delegation or transfer.

8. CONFLICT OF INTEREST

The PROVIDER covenants that it has no public or private interest, and will not acquire directly or indirectly any interest which would conflict in any manner with the performance of the Services. The PROVIDER warrants that no part of the total Contract Fee shall be paid directly or indirectly to any officer or employee of the COUNTY as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor or contractor to the PROVIDER in connection with any work contemplated or performed relative to this Contract.

9. CONTINGENT FEES

The PROVIDER warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the PROVIDER, to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the PROVIDER any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the COUNTY will have the right to recover the full amount of such fee, commission, percentage, brokerage fee, gift, or other consideration.

10. EMPLOYMENT OF COUNTY WORKERS

The PROVIDER will not engage, on a full, part-time, or any other basis during the Term of the Contract, any professional or technical personnel who are or have been at any time during the Term of the Contract in the employ of the COUNTY.

Notwithstanding the foregoing, no prior County official or employee may be employed by or receive compensation, wages or benefits from the PROVIDER for a period of one year from employment separation from the County if during the period of employment with the County the employee or official had any direct or indirect involvement with the PROVIDER's services or operations to the County.

11. ACCESS TO RECORDS

During all phases of the work and Services to be provided hereunder, PROVIDER agrees to permit duly authorized agents and employees of the COUNTY to enter PROVIDER'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 PROVIDER 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 Term 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 shall be furnished to the COUNTY upon request.

12. ARBITRATION

Any dispute concerning a question of fact in connection with the work not disposed of by agreement between the PROVIDER and the COUNTY will be referred to the Shelby County Contract Administrator or its duly authorized representative, whose decision regarding same will be final.

13. RESPONSIBILITIES FOR CLAIMS AND LIABILITIES

- a. PROVIDER 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 Services hereunder, whether performed by the PROVIDER its subcontractors, agents, employees or assigns. This indemnification shall survive the termination or conclusion of this Contract.
- b. PROVIDER expressly understands and agrees that any insurance protection required by this Contract or otherwise provided by the PROVIDER 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 PROVIDER or its subcontractors in the event that a suit, claim or action of any character is brought by any person not a party to this agreement against PROVIDER as a result of or relating to performance of the Services 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 PROVIDER as a result of or relating to performance of the Services under this Contract.
- e. PROVIDER shall immediately notify the COUNTY of any claim or suit made or filed against PROVIDER or its subcontractors regarding any matter resulting from or relating to PROVIDER's performance of the Services under this Contract and will cooperate, assist and consult with the COUNTY in the defense or investigation thereof.
- f. PROVIDER shall immediately notify the COUNTY of cancellation or changes in any of the insurance coverage required.

14. GENERAL COMPLIANCE WITH LAWS

- a. The PROVIDER certifies that it is qualified or will take steps necessary to qualify to do business in the State of Tennessee and that it will take such action as, from time to time, may be necessary to remain so qualified and it shall obtain, at its expense all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of the Services under this Contract.
- b. The PROVIDER is assumed to be familiar with and agrees that at all times it will observe and comply with all federal, state, and local laws, ordinances, and regulations in any manner affecting the performance of the Services. The preceding shall include, but is not limited to, compliance with all Equal Employment Opportunity laws, the Fair Labor Standards Act, Occupational Safety and Health Administration (OSHA) requirements, and the Americans with Disabilities Act (ADA).
- c. This Contract will be interpreted in accordance with the laws of the State of Tennessee. By execution of this Contract, the PROVIDER agrees that all actions, whether sounding in contract or in tort, relating to the validity, construction, interpretation and enforcement of this Contract will be instituted and litigated in the courts of the State of Tennessee, located in Shelby County, Tennessee, and in no other. In accordance herewith, the parties to this Contract submit to the jurisdiction of the courts of the State of Tennessee located in Shelby County, Tennessee.

15. NON-DISCRIMINATION

The PROVIDER hereby agrees, warrants, and assures compliance with the provisions of Title VI and VII of the Civil Rights Act of 1964 and all other federal statutory laws which provide in whole or in part that no person shall be excluded from participation or be denied benefits of or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the PROVIDER on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee State Constitutional or statutory law. The PROVIDER shall upon request show proof of such non-discrimination and shall post in conspicuous places available to all employees and applicants notices of non-discrimination.

16. ENTIRE AGREEMENT

This Contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations or agreements, whether oral or written.

17. AMENDMENT

This Contract may be modified or amended only by written instrument signed by both parties.

18. SEVERABILITY

If any provision of this Contract is held to be unlawful, invalid or unenforceable under any present or future laws, such provision shall be fully severable; and this Contract shall then be construed and enforced as if such unlawful, invalid or unenforceable provision had not been a part hereof. The remaining provisions of this Contract shall remain in full force and effect and shall not be affected by such unlawful, invalid or unenforceable provision or by its severance here from. Furthermore, in lieu of such unlawful, invalid, or unenforceable provision, there shall be added automatically as a part of this Contract a legal, valid and enforceable provision as similar in terms to such unlawful, invalid or unenforceable provision as possible.

19. NO WAIVER OF CONTRACTUAL RIGHT

No waiver of any term, condition, default, or breach of this Contract, or of any document executed pursuant hereto, shall be effective unless in writing and executed by the party making such waiver; and no such waiver shall operate as a waiver of either (a) such term, condition, default, or breach on any other occasion or (b) any other term, condition, default, or breach of this Contract or of such document. No delay or failure to enforce any provision in this Contract or in any document executed pursuant hereto shall operate as a waiver of such provision or any other provision herein or in any document related hereto. The enforcement by any party of any right or remedy it may have under this Contract or applicable law shall not be deemed an election of remedies or otherwise prevent such party from enforcement of one or more other remedies at any time.

20. MATTERS TO BE DISREGARDED

The titles of the several sections, subsections, and paragraphs set forth in this contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this Contract.

21. SUBJECT TO FUNDING

This Contract is subject to annual appropriations of funds by the Shelby County Government. In the event sufficient funds for this Contract are not appropriated by Shelby County Government for any of its fiscal period during the Term hereof, then this Contract will be terminated. In the event of such termination, the PROVIDER shall be entitled to receive just and equitable compensation for any satisfactory work performed as of the Termination Date

22. NON-LIABILITY FOR PROVIDER EMPLOYEE TAXES

Neither PROVIDER nor its personnel are COUNTY's employees, and COUNTY shall not take any action or provide PROVIDER's personnel with any benefits and shall have no liability for the following:

- a. Withholding FICA (Social Security) from PROVIDER's payments;

- b. Making state or federal unemployment insurance contributions on behalf of PROVIDER or its personnel;
- c. Withholding state and federal income tax from payment to PROVIDER;
- d. Making disability insurance contributions on behalf of PROVIDER; and
- e. Obtaining workers' compensation insurance on behalf of PROVIDER or PROVIDER's personnel.

23. INCORPORATION OF OTHER DOCUMENTS

- a. PROVIDER shall provide Services pursuant to this contract in accordance with the terms and conditions set forth within the Shelby County Request for Proposals as well as the Response of the PROVIDER thereto, all of which are maintained on file within the Shelby County Purchasing Department and incorporated herein by reference.
- b. It is understood and agreed between the parties that in the event of a variance between the terms and conditions of this contract and any amendment thereto and the terms and conditions contained within the Request for Proposals or the Response thereto, the terms and conditions of this Contract as well as any amendment shall take precedence and control the relationship and understanding of the parties.

24. CONTRACTING WITH LOCALLY OWNED SMALL BUSINESSES

The PROVIDER shall take affirmative action to assure that Locally Owned Small Businesses that have been certified by the COUNTY are utilized when possible as sources of supplies and equipment, construction and services.

25. RIGHT TO REQUEST REMOVAL OF PROVIDER'S EMPLOYEES

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

26. INCORPORATION OF WHEREAS CLAUSES

The foregoing whereas clauses are hereby incorporated into this Contract and made a part hereof.

27. DISCLOSURE OF REPORTS, DATA OR OTHER INFORMATION

Notwithstanding anything to the contrary contained herein or within any other document supplied to COUNTY by PROVIDER, PROVIDER 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 PROVIDER 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.

28. RIGHTS TO DATA

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

29. TRAVEL EXPENSES

All travel expenses payable under this Contract shall be in accordance with the County Travel Policy and Procedures. This includes advance written travel authorization, submission of travel claims, documentation requirements, and reimbursement rates. No travel advances will be made by the County.

30. WARRANTY

The PROVIDER warrants to the County that all Services shall be performed in accordance with acceptable standards in the industry applicable to the Services. The PROVIDER shall correct, at its sole cost and expense, any work reasonably deemed to be unsatisfactory by the County. The PROVIDER warrants to the County that all Services shall be in strict compliance with the terms of this Contract, and all applicable governmental laws, rules and regulations.

31. CONFIDENTIAL INFORMATION

- a. PROVIDER acknowledges that, in dealing with individuals in the provision of the Services for the COUNTY, any information gathered in the provision of the Services is confidential information. PROVIDER agrees to hold all confidential information in strict confidence, and except as expressly set for herein, will not disclose such confidential information to any third party(s), including but not limited to any corporation, company, group, partnership, agency or individual. PROVIDER shall:
 - i) Use the confidential information only in connection with the provisions of the Services;
 - ii) Disclose the confidential information only to its officers, directors and employees who need to know the confidential information to accomplish the

- preparation of the audits and/or auditing reports; and
 - iii) Safeguard the confidential information with the same or greater degree of care to avoid unauthorized disclosure as the PROVIDER uses to protect its own confidential information.
- b. In the event that the PROVIDER or anyone whom it transmits confidential information becomes legally compelled to disclose any of the confidential information, the PROVIDER will provide the COUNTY with prompt written notice before such confidential information is disclosed so that the COUNTY can seek a protective order or other appropriate remedy. Unauthorized disclosure of confidential information by the PROVIDER shall result in immediate termination of this Contract.

32. ORGANIZATION STATUS AND AUTHORITY

- a. PROVIDER 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 PROVIDER 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 PROVIDER, any provision of any indenture, agreement or other instrument to which PROVIDER is a party, or by which PROVIDER'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.

33. INSURANCE REQUIREMENTS

- a. PROVIDER shall purchase and maintain, in a company or companies licensed to do business in the State of Tennessee, such insurance as will protect the County from claims which may arise out of or result from the PROVIDER's operations under the Contract, whether such operations are performed by himself or by any subcontractors or by anyone directly or indirectly employed by any of them, or by anyone for whose acts the PROVIDER or subcontractor may be liable.
- b. The insurance required shall be written for not less than any limits of liability specified or required by law, whichever is greater. Shelby County Government, its elected officials, appointees, employees and members of boards, agencies and commissions shall be named as additional insureds.
- c. All policies will provide for thirty (30) days written notice to Shelby County Government of cancellation of coverage provided, or ten (10) days notice applicable

to non-payment of premium. If the insurer is not required by the policy terms and conditions to provide written notice of cancellation to Shelby County, the PROVIDER will provide notice to Shelby County and evidence of replacement coverage with no lapse. Upon termination or cancellation of any claims-made insurance currently in effect under this Contract, the PROVIDER shall purchase replacement coverage and/or an extended reporting endorsement and furnish evidence of same to the County. The PROVIDER will maintain throughout the life of this Contract insurance, through insurers rate A- or better by A.M. Best, in the following minimum requirements:

- i. Commercial General Liability Insurance - \$1,000,000.00 limit per occurrence bodily injury and property damage/ \$1,000,000.00 personal and advertising injury/\$2,000,000.00 general aggregate / \$2,000,000.00 products/completed operations aggregate. The insurance shall include coverage for the following:
 - a. Premises/Operation
 - b. Products/Completed Operations
 - c. Contractual Liability
 - d. Independent Contractors
 - e. Personal Injury and Advertising Liability
 - ii. Workers Compensation and Employers' Liability Insurance – As required by Tennessee State Statute. Employers' Liability coverage is \$1,000,000.00 per accident. The Provider waives its rights of subrogation against Shelby County for any and all worker's compensation claims. Coverage is to be included for all employed providers and any contracted or volunteer providers.
 - iii. Professional Liability Errors and Omissions Insurance - \$1,000,000.00 per claim or occurrence/\$3,000,000.00 annual aggregate. Coverage is to be included for all employed providers and any contracted or volunteer providers. Indicate if coverage is on occurrence basis or claims-made.
 - iv. Business Automobile Liability Insurance- \$1,000,000.00 each accident for property damage and personal injury. Coverage is to be provided on all owned/leased autos, non-owned autos and hired autos.
- d. PROVIDER shall provide COUNTY with a current copy of the Certificate of Liability at the time of contracting and shall maintain said insurance during the entire Contract period as well as provide renewal copies on each anniversary date. The certificate holder is to read:

Shelby County Government
Contracts Administration – County Attorney's Office
160 N. Main, Suite 950

Memphis, TN 38103

- e. Upon termination or cancellation of any claims-made insurance currently in effect under this Contract, the PROVIDER shall purchase an extended reporting endorsement and furnish evidence of same to the COUNTY.
- f. Any coverage applicable to COUNTY will apply as primary and non-contributory regardless of any insurance or self-insurance maintained by the COUNTY.

34. 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: Juvenile Court of Memphis and Shelby County
616 Adams Avenue
Memphis, TN 38105
Attn.: Ms. Dini Malone, Director of Administrative Services

With a Copy to:
Shelby County Government
Contracts Administration – County Attorney's Office
160 N. Main, Suite 950
Memphis, TN 38103

VENDOR: Tucker D. Johnson, Ph.D.
P.O. Box 147
122 Covington St.
Stanton, TN 38069

35. DATA SECURITY

CONTRACTOR warrants to the COUNTY and State that it agrees to meet the spirit and intent of all compliance requirements relating to the content of data accessed. This includes but is not limited to Payment Card Industry (PCI) data, as defined by PCI Security Standard v3.1, Protected Health Information (PHI), as defined under the in Code of Federal Regulations, Title 45, Subtitle A, Subchapter C, Part 160, Subpart A, §160.103 (45 C.F.R. §160.103), and Personally Identifiable Information (PII), as defined in the National Institute of Standards and Technology Special Publication 800-122 sections 2.1 and 2.2, in electronic and/or paper format. CONTRACTOR will sign any documents that are reasonably necessary to keep the State and the COUNTY in compliance, including, but not limited to, Data Security – Vendor Acknowledgement agreement and Acceptable Use Policy, and to abide by

SCG ITS security policies including, but not limited to, the SCG Network Security and Information Security policies. CONTRACTOR shall apply all vendor-issued security updates for system hardware and software components maintained by the CONTRACTOR within 30 days of issuance. Upon notification by the COUNTY, the CONTRACTOR shall assure that all vulnerabilities specific to the systems maintained and identified by the COUNTY Approved Scanning Vendor (ASV), using the common vulnerability scoring system (CVSS), as not meeting compliance requirements, including but not limited to PCI Data Security Standards (DSS) and Health Insurance Portability and Accountability Act (HIPAA), are patched, updated, or otherwise modified to assure they meet said compliance requirements. The Contractor shall promptly report to Information Technology Security Officer any breaches of Shelby County Government data and will implement immediate, appropriate corrective actions to contain and prevent recurrence.

- i) **HIPAA** -CONTRACTOR 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. CONTRACTOR 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. CONTRACTOR 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.
- ii) **PCI-DSS**-CONTRACTOR warrants to the COUNTY that it is familiar with the requirements established by the Payment Card Industry Security Standards Council for PCI Data Security Standards (PCI-DSS) and will comply with all applicable PCI-DSS requirements in the course of this Contract. CONTRACTOR agrees to indemnify and hold the COUNTY, its officers, employees, and agents, harmless for, from and against any and all claims, causes of action, suits, judgments, assessments, costs (including reasonable attorneys' fees) and expenses arising out of or relating to any breach of COUNTY or COUNTY customer credit card or identity information due to the CONTRACTOR's actions.
- iii) **Personally Identifiable Information (PII)** - CONTRACTOR warrants to the COUNTY that it will protect any information about an individual maintained by an agency, including (1) any information that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records; and (2) any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information.

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

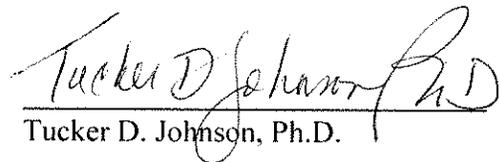
**JUVENILE COURT OF MEMPHIS AND
SHELBY COUNTY**

Pamela Skelton
Chief Administrative Officer

SHELBY COUNTY GOVERNMENT

Mark H. Luttrell, Jr.
Shelby County Mayor

TUCKER D. JOHNSON, Ph.D.


Tucker D. Johnson, Ph.D.

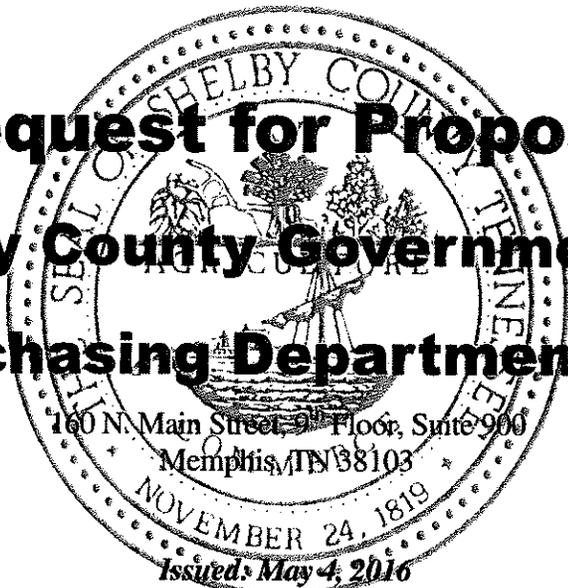
**APPROVED AS TO FORM
AND LEGALITY**

Assistant County Attorney



Shelby County Tennessee

Mark H. Luttrell, Jr., Mayor



Request for Proposal Shelby County Government Purchasing Department

160 N. Main Street, 9th Floor, Suite 900
Memphis, TN 38103

Issued: May 4, 2016

Due: May 25, 2016 no later than 4:00 P.M. (Central Standard Time)

RFP #16-005-73

**OCS Management Services
(Juvenile Court)**

Shelby County Government, on behalf of the Juvenile Court of Memphis and Shelby County is soliciting written proposals, on a competitive basis, from interested and qualified consultants to provide clinical and management services on a full time basis for the Juvenile Court Office of Clinical Services. Information regarding this RFP is located on the County's website at www.shelbycountyttn.gov. At the top of the home page, click on the links "Department", "P" for the Purchasing Department and "Bids" to locate the name of the above-described RFP.

The proposal, as submitted, should include all estimated costs related to the services requested in this RFP. If selected, your proposal will be the basis for negotiating a contract with Shelby County Government. Your proposal must be received in the office of the Shelby County Purchasing Department **no later than 4:00 p.m. (CST) on Wednesday, May 25, 2016.** Proposals should be addressed to:

Debra D. Louis, Buyer
Shelby County Government
Purchasing Department
160 N. Main Street, 9th Floor, Suite 900
Memphis, TN 38103

The package containing the original (clearly identified as original) and four (4) copies of your proposal must be sealed and marked with the proposer's name and "CONFIDENTIAL – OCS MANAGEMENT SERVICES, RFP #16-005-73" noted on the outside.

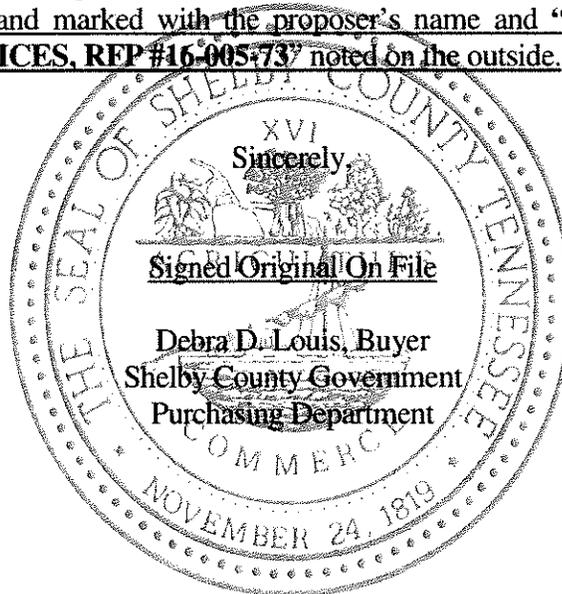


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- VIII. AWARD OF CONTRACT
- IX. PURPOSE / SCOPE OF WORK
- X. CONTRACT REQUIREMENTS
- XI. PROPOSAL SUBMISSION
- XII. PROPOSAL EVALUATION AND SELECTION

Note: Please make sure you pay close attention to Sections: I-V, IX & XI. These sections will clearly outline what information is required to properly respond and prepare your RFP response.

Please download all of the additional information and attachments that accompany this RFP.

I. INTRODUCTION

Shelby County Government (the “County”), on behalf of the Juvenile Court of Memphis and Shelby County is seeking proposals from interested and qualified consultants to provide clinical and management services on a full time basis for the Juvenile Court Office of Clinical Services (the “Services”). This Request for Proposal (“RFP”) is being released to invite interested and qualified companies or professionals to prepare and submit proposals in accordance with instructions provided where the successful candidate(s) will be selected and invited to enter into a contractual relationship with Shelby County for the Services outlined in this RFP. In this RFP, the terms proposer and consultant are used interchangeably unless the context indicates otherwise.

II. MINIMUM PROPOSER REQUIREMENT

All proposers must:

1. Have a minimum of ten (10) years experience performing the work described in the RFP.
2. Have all appropriate licenses and certifications required in the State of Tennessee to perform the Services and procure all permits, pay all charges, taxes and fees.
3. **Apply** and **qualify** for a vendor number through the Purchasing Department and an Equal Opportunity Compliance (EOC) certification number through our EOC Administration Office **prior to submitting your response (MANDATORY, see details outlined below).**
4. Independent contractors (sole proprietors) must adhere to State of Tennessee Public Chapter No. 436, known as the “Tennessee Lawful Employment Act” (effective date of 01/01/12). **Proof and documentation of employment eligibility must be included with the proposal, if applicable.**
5. Provide proof of the minimum insurance requirements **(MANDATORY, please review closely).**
6. Have knowledge of Juvenile Court operations and experience with management of Clinical Services operations.
7. Have the ability to perform the Services on a timely basis.
8. Provide three (3) references from recent clients.
9. Provide specific examples of proposed services.

Please Note: As a part of doing business with Shelby County, each individual, company or organization is required to obtain a vendor number and an “Equal Opportunity Compliance (EOC)” certification number.

If your company does NOT have a vendor number and EOC number you can access the online applications to receive the numbers indicated above at www.shelbycountyttn.gov. To obtain a vendor number and an EOC number, please follow the instructions below:

Vendor Number (Purchasing Department)

At the top of the home page, click on the links “Department”, “P” for the Purchasing Department and “Conducting Business with Shelby County”. The “Vendor Registration” link is at the bottom of the drop down box. Please download the application instructions and read thoroughly prior to accessing the application. (*Applications for a vendor number are accepted online only.*)

Equal Opportunity Compliance (EOC) Number (EOC Administration Office)

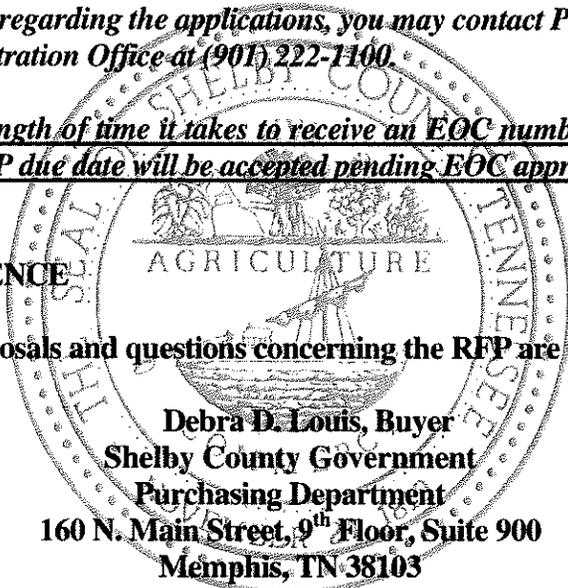
At the top of the home page, click on the links “Department”, “E” for the Equal Opportunity Compliance and “Contract Compliance Program”. The “Contract Compliance Packet” link is in the middle of the page. Please print the packet and *mail or fax* the completed packet to the EOC office. The mailing address is 160 N. Main Street, 2nd Floor, Suite 200, Memphis, TN 38103. The fax number is 901-222-1101.

If you have any questions regarding the applications, you may contact Purchasing at (901) 222-2250 or the EOC Administration Office at (901) 222-7100.

Note: Because of the length of time it takes to receive an EOC number, proposals from vendors who apply prior to the RFP due date will be accepted pending EOC approval of their application.

III. CORRESPONDENCE

All correspondence, proposals and questions concerning the RFP are to be submitted to:



**Debra D. Louis, Buyer
Shelby County Government
Purchasing Department
160 N. Main Street, 9th Floor, Suite 900
Memphis, TN 38103**

Respondents requesting additional information or clarification are to contact Ms. Debra D. Louis in writing at debra.louis@shelbycountyttn.gov or at the address listed above. Questions should reference the section of the RFP to which the questions pertain and all contact information for the person submitting the questions. **IN ORDER TO PREVENT AN UNFAIR ADVANTAGE TO ANY RESPONDENT, VERBAL QUESTIONS WILL NOT BE ANSWERED. The deadline for submitting questions will be Friday, May 13, 2016 by 12:00 p.m. (CST).** These guidelines for communication have been established to ensure a fair and equitable process for all respondents.

Note: All written questions submitted by the deadline indicated above will be answered and posted on the County's website at www.shelbycountyttn.gov within forty-eight (48) hours of the above cut-off date.

Please be aware that contact with any other personnel (other than the person clearly identified in this document) within Shelby County regarding this RFP may disqualify your company from further consideration.

IV. PROPOSAL SUBMISSION & DEADLINE

All proposals must be received at the address listed above **no later than 4:00 p.m. (CST) on Wednesday, May 25, 2016.** Facsimile or electronically submitted (emailed) proposals will not be accepted since they do not contain original signatures. Postmarks will not be accepted in lieu of actual receipt. Late or incomplete proposals may not be considered for evaluation. Under no circumstances, regardless of weather conditions, transportation delays, or any other circumstance, will this deadline be extended.

V. PROPOSAL TIMELINE

Shelby County reserves the right to modify this timeline at any time. If the due date for proposals is changed, all prospective proposers shall be notified. The dates provided after the RFP closes are approximate and the County reserves the exclusive right to modify these dates in consultation with the successful proposer.

Request for Proposals Released	Wednesday, May 4, 2016
Deadline for Written Questions	Friday, May 13, 2016 by 12:00 pm (CST)
Proposal Due Date	Wednesday, May 25, 2016 by 4:00 pm (CST)
Notification of Award	June 2016
Services to Commence	July 1, 2016 or immediately upon execution of the contract

The County may reproduce any of the proposer's proposal and supporting documents for internal use or for any other purpose required by law.

VI. PROPOSAL CONDITIONS

A. Contingencies

This RFP does not commit the County to award a contract. The County reserves the right to accept or reject any or all proposals if the County determines it is in the best interest of the

County to do so. The County will notify all Proposers, in writing, if the County rejects all proposals.

B. Modifications

The County reserves the right to issue addenda or amendments to this RFP.

C. Proposal Submission

To be considered, all proposals must be submitted in the manner set forth in this RFP. It is the proposer's responsibility to ensure that its proposals arrive on or before the specified time.

D. Incurred Costs

This RFP does not commit the County to pay any costs incurred in the preparation of a proposal in response to this RFP and Proposers agree that all costs incurred in developing this RFP are the proposer's responsibility.

E. Final Authority

The final authority to award a contract rests solely with the Shelby County Purchasing Department.

F. Proposal Validity

Proposals submitted hereunder will be firm for at least ninety (90) calendar days from the due date unless otherwise qualified.

G. Disclosure of Proposal Contents

Consultant understands and acknowledges that the County is a governmental entity subject to the laws of the State of Tennessee and that any reports, data or other information supplied to the County is subject to being disclosed as a public record in accordance with the laws of the State of Tennessee. All proposal information, including detailed price and cost information, will be held in confidence during the evaluation process and before the time of "Notice of Intent to Award" is issued. Thereafter, proposals will become public information. *All proposals and other materials submitted become the property of Shelby County Government.*

H. LOSB

The County encourages the utilization of locally-owned small businesses as sources of subcontract work. The County notifies all respondents that all firms and/or individuals shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Title VI of the Civil Rights Act of 1964, as amended.

LOCALLY OWNED SMALL BUSINESS PURCHASING PROGRAM RULES AND REGULATIONS:

(i) The Administrator of Purchasing in conjunction with the Administrator of EOC shall identify certain goods and services required by the County to be set aside for special purchasing procedures for locally owned small businesses.

(ii) Only certified locally owned small businesses will be allowed to submit competitive bids on the goods or services identified under paragraph (i) above.

(iii) The Administrator of Purchasing shall, in conjunction with the Administrator of EOC, annually review the Shelby County Capital Improvement Program to determine those projects with a construction cost of \$250,000 or more. Contracts amounting to at least ten (10%) of the construction costs of such project shall be awarded to locally owned small businesses as defined herein, except as set forth in sub-paragraph (vi) of this section, either as part of the conditions of the solicitation for general contractors bidding on these projects, or as separate bids issued by the County for subcontracts that may be assigned to general contractors.

(iv) After adhering to all other bidding and purchasing requirements of the County, not inconsistent with this part, if no bids are received from locally owned small businesses, then the County may solicit bids for the goods or services from all other sources.

(v) On all purchases and/or contracts entered into by the County, the Purchasing Administrator or his or her designee shall have the right to negotiate with any supplier of goods or services to the County for the inclusion of locally owned small business subcontractors and/or suppliers in the contract award.

(vi) Failure by a supplier or contractor to include locally owned small business sub-contractors or suppliers in its bid or contract may be grounds for rejection of said bid or contract unless the supplier or contractor can show documented evidence of good cause why none were included.

(vii) Any locally owned small business awarded a contract or purchase order under this section shall not sublet, subcontract or assign any work or services awarded to it without the prior written consent of the Mayor or the Purchasing Administrator.

(viii) As to those purchases below the requirement for a formal bid solicitation (currently, under \$15,000) and not included in the locally owned small business set aside, the Administrator of Purchasing shall determine if any locally owned small business offers that product or service. If so, at least one

such eligible locally owned small business should be included in the vendors contacted for an opportunity to bid, and the Administrator of Purchasing may, at his discretion, designate in a purchase order the purchase of such goods and services from the identified locally owned small business.

(ix) In those situations where a locally owned small business as defined herein, engages in open competitive bidding for County contracts, the Administrator of Purchasing shall provide for a preference for the locally owned small business where responsibility and quality are equal. Said preferences shall not exceed five percent (5%) of the lowest possible bidder meeting specifications. The preference shall be applied on a sliding scale in the following manner:

- a. A preference of up to five percent (5%) shall be allowed for contracts up to \$500,000.00;
- b. A preference of up to three and one-half percent (3.5%) shall be allowed for contracts up to \$750,000.00;
- c. A preference of two and one-half percent (2.5%) shall be allowed for contracts up to \$1,000,000.00;
- d. A preference of two percent (2%) shall be allowed for contracts that exceed \$1,000,000.00.

(x) For construction contracts over \$2,000,000.00, the Administrator of Purchasing shall provide for a preference of two percent (2%) to general contractors meeting the requirements of Section 1, Subparagraph B, if fifty percent (50%) or more of the total work comprising the bid has been or will be awarded to certified locally owned small businesses. The fifty percent subcontracting threshold must be met prior to contract execution.

(xi) The Administrator of Purchasing may divide a single bid package for any purchase of goods and services into two or more smaller bid packages in any case that the Administrator of Purchasing reasonably believes that the smaller bid packages will result in a greater number of bids by locally owned small businesses.

(xii) The Administrator of Purchasing, upon approval of the County Mayor, may establish special insurance and bonding requirements for certified locally owned small businesses so long as they are not in conflict with the laws of the State of Tennessee.

(xiii) The Administrator of Purchasing, with the approval of the County Mayor, shall adopt and promulgate, and may from time to time, amend rules and regulations not inconsistent with the provisions of this ordinance,

governing the purchase of goods and services from locally owned small business concerns to effectuate and implement the Locally Owned Small Business Purchasing Program within the intent of this ordinance.

(xiv) The Administrator of EOC shall, in conjunction with the Administrator of Purchasing, provide a written quarterly report to the Mayor and Board of Commissioners which shall include a summary of the purchases selected for this program, a listing of the contracts awarded to locally owned small businesses for the period, and the dollar amounts of each such contract, and the percentage which such contracts bear to the total amount of purchases for the period.

VII. GENERAL REQUIREMENTS

A. Background

Shelby County Government on behalf of the Juvenile Court of Memphis and Shelby County wishes to engage the services of a licensed clinical psychologist to provide clinical and management services on a full time basis for the Juvenile Court Office of Clinical Services.

B. Scope of Contract

The County wishes to engage in a contractual relationship with the best-qualified proposer selected through a competitive process that will work well with the County's personnel in the performance of the Services in a manner that is cost-effective and practical of which price is but one of the selection criteria.

C. Project Time Frame

The initial contract term will begin July 1, 2016, or immediately upon execution of the contract, and continue through June 30, 2017 with the option to renew for four (4) additional one (1) year periods, beginning July through June, with the same terms and conditions, satisfactory performance of all criteria, and subject to the availability of funds for each renewal period. The optional renewal periods will be upon mutual written consent of both parties. The successful proposer must be prepared to begin immediately upon receipt of a fully executed contract and written "Notice to Proceed" from the County.

D. Reservation of Rights

The County reserves the right, for any reason to accept or reject any one or more proposals, to negotiate the term and specifications for the services provided, to modify any part of the RFP, or to issue a new RFP.

The County may at any reasonable time, at its expense, make an audit of the Proposer's books relative to the Accounts.

E. Selection Criteria

Each proposal response will be evaluated on the criteria outlined in the RFP document, see Section XI and XII. Each proposer should set out in its response to this RFP to clearly identify the qualifications of its company and each individual who will work on this project.

F. Additional Information and References

Any additional information that would be helpful to the County in evaluating the proposal, including a list of current and former clients with a similar profile to Shelby County, should be submitted. At least three (3) current, or former clients who have terminated in the last five (5) years, should be included on this list.

VIII. AWARD OF CONTRACT

Proposers are advised that the lowest cost proposal will not necessarily be awarded the contract, as the selection will be based upon qualification criteria as deemed by the County and as determined by the selection committee and the County Mayor.

The award will be made to the proposer whose proposal is determined to be best in terms of professional and technical completeness. The selection process may, however, include a request for additional information or an oral presentation to support the written proposal.

The proposers whose proposals do not meet the mandatory minimum requirements will be considered noncompliant. After evaluation of the proposals and selection of the successful proposer, all proposers will be notified in writing of the selected firm.

IX. PURPOSE / SCOPE OF WORK

The purpose of this RFP is to select the best-qualified proposer (hereinafter referred to as "Consultant") and award a County-approved contract for professional services to perform the Services and to satisfactorily complete all activities associated with the Services.

Services Required

Consultant will be required to perform the following Services:

- A. Provide direction in fiscal, human resource and operational activities of the Office of Clinical Services (OCS) on a full-time basis.

- B. Develop and administer the objectives of the OCS.
- C. Perform or direct psychological evaluations and consultations to children and adolescents in accordance with Juvenile Court's objectives to provide each child with the opportunity for normal physical, mental and moral development. Testing materials and supplies needed for clinical services will be provided by COUNTY.
- D. Conduct or direct diagnostic clinical interviews of children and their parents; ensures appropriate developmental recommendations are provided.
- E. Prepare reports for all evaluations, consultations and interviews.
- F. Monitor and ensure adherence to state and federal regulations and to professional and community standards with regard to recommended treatment, ethics, client rights and confidentiality.
- G. Provide supervision for staff, contracted providers and pre-doctoral psychology intern.
- H. Utilize resources of public and private agencies and community organizations to meet the developmental needs of clients.
- I. Provide requested reports for any children being transferred to another facility.
- J. Maintain patient confidentiality and comply with the requirements of HIPPA Act of 1996.
- K. Provide consulting and training services to Juvenile Court management and staff.
- L. The Consultant will be required to invoice Juvenile Court on a monthly basis.
- M. The Consultant will be required to provide monthly reports of activities for Shelby County Contracts Administration and Juvenile Court. Reports are due no later than fifteen days following the end of each month and shall include specific projects and assignments performed during the month.
- N. Costs should be identified as monthly fees.

X. CONTRACT REQUIREMENTS

The successful Proposer will be expected to enter into a contract incorporating the following terms and conditions, and such additional terms and conditions standard to services of this type.

A. General Requirements

1. Control. All services by the Consultant will be performed in a manner satisfactory to the County, and in accordance with the generally accepted business practices and procedures of the County.
2. Consultant's Personnel. The Consultant certifies that it presently has adequate qualified personnel to perform all services required under this Contract. All work under this Contract will be supervised by the Consultant. The Consultant further certifies that all of its employees assigned to serve the County have such knowledge and experience as required to perform the duties assigned to them. Any employee of the Consultant who, in the opinion of the County, is incompetent, or whose conduct becomes detrimental to the work, shall immediately be removed from association with services under this Contract.
3. Independent Status. (a) Nothing in this Contract shall be deemed to represent that the Consultant, or any of the Consultant's employees or agents, are the agents, representatives, or employees of the County. The Consultant will be an independent contractor over the details and means for performing its obligations under this Contract. Anything in this Contract which may appear to give the County the right to direct the Consultant as to the details of the performance of its obligations under this Contract or to exercise a measure of control over the Consultant is solely for purposes of compliance with local, state and federal regulations and means that the Consultant will follow the desires of the County only as to the intended results of the scope of this Contract.

(b) It is further expressly agreed and understood by the Consultant that neither it nor its employees or agents are entitled to any benefits which normally accrue to employees of the County; that the Consultant has been retained by the County to perform the services specified herein (not hired) and that the remuneration specified herein is considered fees for services performed (not wages) and that invoices submitted to the County by the Consultant for services performed shall be on the Consultant's letterhead.
4. Termination Or Abandonment. (a) It shall be cause for the immediate termination of this Contract if, after its execution, the County determines that either:
 - (i) the Consultant or any of its principals, partners or corporate officers, if a corporation, including the corporation itself, has plead nolo contendere, or has plead or been found guilty of a criminal violation, whether state or federal, involving, but not limited to, governmental sales or purchases, including but not limited to the rigging of bids, price fixing, or any other collusive and illegal activity pertaining to bidding and governmental contracting.
 - (ii) The Consultant has subcontracted, assigned, delegated, or transferred its rights, obligations or interests under this Contract without the County's consent or approval.

(iii) The Consultant has filed bankruptcy, become insolvent or made an assignment for the benefit of creditors, or a receiver, or similar officer is appointed to take charge of all or part of Consultant's assets.

(b) The County may terminate the Contract upon five (5) days written notice by the County or its authorized agent to the Consultant for the Consultant's failure to provide the services specified under this Contract.

(c) This Contract may be terminated by either party by giving thirty (30) days written notice to the other, before the effective date of termination. In the event of such termination, the Consultant shall be entitled to receive just and equitable compensation for any satisfactory work performed as of the termination date; however, the Consultant shall not be reimbursed for any anticipatory profits that have not been earned as of the date of termination.

(d) All work accomplished by Consultant prior to the date of such termination shall be recorded and tangible work documents shall be transferred to and become the sole property of the County prior to payment for services rendered.

(e) Notwithstanding the above, the Consultant shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by the Consultant and the County may withhold any payments to Consultant for the purpose of setoff until such time as the exact amount of damages due the County from the Consultant is determined.

5. Subcontracting, Assignment Or Transfer. Any subcontracting, assignment, delegation or transfer of all or part of the rights, responsibilities, or interest of either party to this Contract is prohibited unless by written consent of the other party. No subcontracting, assignment, delegation or transfer shall relieve the Consultant from performance of its duties under this contract. The County shall not be responsible for the fulfillment of the Consultant's obligations to its transferors or sub-contractors. Upon the request of the other party, the subcontracting, assigning, delegating or transferring party shall provide all documents evidencing the assignment.

6. Conflict Of Interest. The Consultant covenants that it has no public or private interest, and will not acquire directly or indirectly any interest which would conflict in any manner with the performance of its services. The Consultant warrants that no part of the total contract amount provided herein shall be paid directly or indirectly to any officer or employee of the County as wages, compensation, or gifts in exchange for acting as officer, agent, employee, sub-contractor to the Consultant in connection with any work contemplated or performed relative to this Contract.

7. Covenant Against Contingent Fees. The Consultant warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the Consultant, to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Consultant any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making

of this Contract. For breach or violation of this warranty, the County will have the right to recover the full amount of such fee, commission, percentage, brokerage fee, gift, or other consideration.

8. Employment Of County Workers. The Consultant will not engage on a full or part-time or other basis during the period of the Contract, any professional or technical personnel who are in the current employment of the County.

(b) Notwithstanding the foregoing, no prior County official or employee may be employed by or receive compensation, wages or benefits from the Consultant for a period of one year from employment separation from the County if during the period of employment with the County the employee or official had any direct or indirect involvement with the Consultant's services or operations provided to the County.

9. Arbitration. Any dispute concerning a question of fact in connection with the work not disposed of by agreement between the Consultant and the County will be referred to the Shelby County Contract Administrator or his/her duly authorized representative, whose decision regarding same will be final.

10. General Compliance With Laws. (a) If required, the Consultant shall certify that it is qualified and duly licensed to do business in the State of Tennessee and that it will take such action as, from time to time, may be necessary to remain so qualified and if shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract.

(b) The Consultant is assumed to be familiar with and agrees that at all times it will observe and comply with all federal, state, and local laws, ordinances, and regulations in any manner affecting the conduct of the work. The preceding shall include, but is not limited to, compliance with all Equal Employment Opportunity laws, the Fair Labor Standards Act, Occupational Safety and Health Administration (OSHA) requirements, the Americans with Disabilities Act (ADA).

(c) This Contract will be interpreted in accordance with the laws of the State of Tennessee. By execution of this contract the Consultant agrees that all actions, whether sounding in contract or in tort, relating to the validity, construction, interpretation and enforcement of this contract will be instituted and litigated in the courts of the State of Tennessee, located in Shelby County, Tennessee, and in no other. In accordance herewith, the parties to this contract submit to the jurisdiction of the courts of the State of Tennessee located in Shelby County, Tennessee.

11. Nondiscrimination. The Consultant hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Consultant on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Consultant shall upon request show proof of such nondiscrimination, and shall post in conspicuous places available to all employees and applicants notices of nondiscrimination.

12. Entire Agreement. This Contract contains the entire Contract of the parties and there are no other promises or conditions in any other Contract whether oral or written. This Contract supersedes any prior written or oral Contracts between the parties.

13. Amendment. This Contract may be modified or amended, only if the amendment is made in writing and is signed by both parties.

14. Severability. If any provision of this Contract is held to be unlawful, invalid or unenforceable under any present or future laws, such provision shall be fully severable; and this Contract shall then be construed and enforced as if such unlawful, invalid or unenforceable provision had not been a part hereof. The remaining provisions of this Contract shall remain in full force and effect and shall not be affected by such unlawful, invalid or unenforceable provision or by its severance here from. Furthermore, in lieu of such unlawful, invalid, or unenforceable provision, there shall be added automatically as a part of this Contract a provision as similar in terms to such unlawful, invalid or unenforceable provision as may be possible, and be legal, valid and enforceable.

15. No Waiver Of Contractual Right. No waiver of any term, condition, default, or breach of this Contract, or of any document executed pursuant hereto, shall be effective unless in writing and executed by the party making such waiver; and no such waiver shall operate as a waiver of either (a) such term, condition, default, or breach on any other occasion or (b) any other term, condition, default, or breach of this Contract or of such document. No delay or failure to enforce any provision in this Contract or in any document executed pursuant hereto shall operate as a waiver of such provision or any other provision herein or in any document related hereto. The enforcement by any party of any right or remedy it may have under this Contract or applicable law shall not be deemed an election of remedies or otherwise prevent such party from enforcement of one or more other remedies at any time.

16. Matters To Be Disregarded. The titles of the several sections, subsections, and paragraphs set forth in this contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this contract.

17. Subject To Funding. This Contract is subject to annual appropriations of funds by the Shelby County Government. In the event sufficient funds for this Contract are not appropriated by Shelby County Government for any of its fiscal period during the term hereof, then this Contract will be terminated. In the event of such termination, the Consultant shall be entitled to receive just and equitable compensation for any satisfactory work performed as of the termination date.

18. Travel Expenses. All travel expenses payable under this Contract shall be in accordance with the County Travel Policy and Procedures. This includes advance written travel authorization, submission of travel claims, documentation requirements, and reimbursement rates. No travel advances will be made by the County.

19. Incorporation Of Other Documents. (a) The Consultant shall provide services pursuant to this Contract in accordance with the terms and conditions set forth within the Shelby County Request for

Proposal as well as the response of the Consultant, thereto, all of which are maintained on file within the Shelby County Purchasing Department and incorporated herein by reference.

(b) It is understood and agreed between the parties that in the event of a variance between the terms and conditions of this Contract and any amendment thereto and the terms and conditions contained either within the Request for Proposals/Bids or the Response thereto, the terms and conditions of this Contract as well as any amendment shall take precedence and control the relationship and understanding of the parties.

20. Contracting With Locally Owned Small Businesses. The Consultant shall take affirmative action to utilize Locally Owned Small Businesses when possible as sources of supplies, equipment, construction and services.

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 the County by the Consultant, the Consultant understands and acknowledges that the County is a governmental entity subject to the laws of the State of Tennessee and that any reports, data or other information supplied to the County by the 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) The 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. The Consultant warrants to the County that all Services shall be performed in accordance with acceptable standards in the industry applicable to the Services. The Consultant shall correct, at its sole cost and expense, any work reasonably deemed to be unsatisfactory by the County. The Consultant warrants to the 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.

B. INDEMNIFICATION AND INSURANCE REQUIREMENTS

1. Responsibilities For Claims And Liabilities. (a) The 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-contractors, agents, employees or assigns. This indemnification shall survive the termination or conclusion of this Contract.

(b) The 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-contractors in the event that a suit, claim or action of any character is brought by any person not party to this Contract against the 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) The Consultant shall immediately notify the County, c/o Shelby County Government, Contracts Administration, 160 N. Main Street, 9th Floor, Suite 950, Memphis, TN 38103, of any claim or suit made or filed against the Consultant or its sub-contractors regarding any matter resulting from or relating to the Consultant's obligations under this Contract and will cooperate, assist and consult with the County in the defense or investigation thereof.

(f) The Consultant shall immediately notify Shelby County Government, Contracts Administration, 160 N. Main Street, 9th Floor, Suite 950, Memphis, TN 38103, of cancellation or changes in any of the insurance coverage required.

2. Insurance Requirements. The Consultant shall purchase and maintain, in a company or companies licensed to do business in the State of Tennessee, such insurance as will protect the County from claims which may arise out of or result from the Consultant's operations under the Contract, whether such operations are performed by himself or by any subcontractors or by anyone directly or

indirectly employed by any of them, or by anyone for whose acts the Consultant or subcontractor may be liable.

The insurance required shall be written for not less than any limits of liability specified or required by law, whichever is greater. The Consultant will maintain throughout the life of this Contract insurance, through insurers rated A-X or better by A. M. BEST, in the following minimum requirements:

- a) **Commercial General Liability Insurance** – Limits of no less than \$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, indicating coverage provided as claims-made or on an occurrence basis. Shelby County Government, its elected officials, appointees, employees and members of boards, agencies, and commissions shall be named as additional insureds. The insurance shall include coverage for the following:
 - a) Premises/Operations
 - b) Products/Completed Operations
 - c) Contractual
 - d) Independent Contractors
 - e) Personal Injury and Advertising Liability
- b) **Business Automobile Liability Insurance** – Limit of not less than \$1,000,000 per occurrence for property damage and bodily injury. Shelby County Government, its elected officials, appointees, employees and members of boards, agencies, and commissions shall be named as additional insured. Coverage is to be provided on all:
 - a) Owned/Leased Autos
 - b) Non-owned Autos
 - c) Hired Autos
- c) **Workers Compensation and Employers' Liability Insurance** – As required by Tennessee State Statute. This policy should include Employers' Liability Coverage for \$1,000,000 per accident. The Consultant waives its right of subrogation against Shelby County for any and all workers' compensation claims.
- d) **Professional Liability - Errors & Omissions Insurance** – minimum limits of \$1,000,000 per claim or occurrence/\$3,000,000 annual aggregate. Indicate if coverage is on occurrence basis or claims-made.

All policies will provide for thirty (30) days written notice to Shelby County Government of cancellation of coverage provided, or ten (10) days notice applicable to non-payment of premium. If the insurer is not required by the policy terms and conditions to provide written notice of cancellation to Shelby County, the Consultant will provide immediate notice to Shelby County and evidence of replacement coverage with no lapse.

Upon termination or cancellation of any claims-made insurance currently in effect under this Contract, the Consultant shall purchase replacement coverage and/or an extended reporting endorsement and furnish evidence of same to the County.

All insurance policies maintained by the Consultant shall provide that insurance as applying to Shelby County shall be primary and non-contributing irrespective of such insurance or self-insurance as Shelby County may maintain in its own name and on its own behalf.

Proposers are required to provide evidence of the above insurance coverage with their proposal and shall maintain said insurance during the entire Contract period as well as provide renewal Certificates of Insurance on each anniversary date. The certificate holder is to read:

Shelby County Government
Purchasing Department
160 N. Main Street, 9th Floor, Suite 900
Memphis, TN 38103

C. 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 the 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.

XI. PROPOSAL SUBMISSION

A. GENERAL

1. All interested and qualified proposers are invited to submit a proposal for consideration. Submission of a proposal indicates that the Proposer has read and understands this entire RFP, including all attachments, exhibits, schedules, and addenda (as applicable) and all concerns regarding this RFP have been satisfied.
2. Proposals must be submitted in the format described below. Proposals are to be prepared in such a way as to provide a straightforward, concise description of capabilities to satisfy the requirements of this RFP. Expensive bindings, colored displays, promotional materials, etc. are neither necessary nor desired. Emphasis

should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.

3. Proposals must be complete in all respects as required in this section. A proposal may not be considered if it is conditional or incomplete.
4. **Hard copy proposals must be received no later than 4:00 pm (CST) on Wednesday, May 25, 2016, at Shelby County Government Purchasing Department, 160 N. Main Street, 9th Floor, Suite 900, Memphis, TN 38103.**
5. The proposer agrees to provide the County with any additional information it deems necessary to accurately determine ability to perform the services proposed. Furthermore, submission of this proposal constitutes permission by this organization for the County to verify all information contained in the proposal. Failure to comply with any request for additional information may disqualify this organization from further consideration. Such additional information may include evidence of financial ability to perform.

B. PROPOSAL PRESENTATION

1. One (1) original (**clearly identified as original**) and four (4) copies of the proposal are required.
2. The package containing the original and copies must be sealed and marked with the proposer's name and "**CONFIDENTIAL – OCS MANAGEMENT SERVICES, RFP #16-005-73**" with due date and time indicated.
3. Proposals must be typed. Erasures and "white-out" are not permitted. Mistakes may be crossed out, and corrections may be typed adjacent and initialed in ink by the person signing the proposal. Please identify all attachments, literature and samples, etc., with your firm name and our bid number.
4. Proposals must be verified before submission as they cannot be withdrawn or corrected after the due date and time. The County will not be responsible for errors or omissions on the part of the proposers in preparing their proposals. A responsible officer or employee must sign proposals. Tennessee sales tax shall not be included in the Consultant's proposal.

C. PROPOSAL FORMAT

Response to this RFP must be in the form of a proposal package that must be submitted in the following format: **Please download the attachment to this document.** The Proposal Response Sheet (**required document**) **should be the first page of your written response.**

1. **Cover Page/Proposal Response Sheet** – Submit on letterhead stationery, signed by a duly authorized officer, employee, or agent of the organization/firm.

2. **Comprehensive Response**

(This portion of the proposal must address each item listed below.)

a. This portion of the proposal must address all requirements and services outlined in the RFP document specifically Section II – Minimum Requirements and Section IX – Purpose/Scope of Work in your proposal response.

b. Outline of how respondent can meet or exceed the minimum requirements.

c. Detail of how the respondent is qualified to provide the services required.

d. Detail the techniques, approaches and methods that will be utilized to complete the project including a detailed plan on proposed strategy.

3. **Cost and Fees** *(Cost will be set for the length of the Contract.)*

a. Provide the applicable itemized fees and any commissions included in the proposal for the Services for each element in the scope of work (this includes a break-down of the cost proposed for any sub-contractor working in conjunction with your organization on the project).

b. Explain any assumptions or constraints in a price proposal to perform the Services.

c. Explain any additional charges or fees in the proposal.

d. Costs should be identified as monthly fees.

4. **Experience of the Respondent.**

A sufficient description of the experience and knowledge base of the proposer to show the proposer's capabilities should be included in the proposal. At a minimum, the description of the experience and knowledge base of the proposer included in the proposal should include, but not necessarily be limited to, the following:

a. A brief description of the history and mission of the proposer, including the proposer's background and mission statement, the length of time the proposer has been in business, a description of the proposer's organizational structure and a description of the proposer's customer make-up;

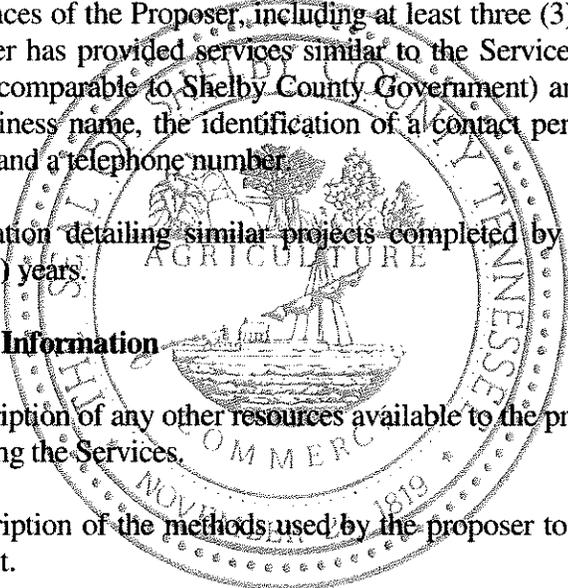
- b. A statement of how long the proposer has provided services similar to the Services requested herein;
- c. A general description of the proposer's experience and background in providing services similar to the Services requested herein; and
- d. Any other relevant information about the experience and knowledge base of the proposer which is deemed to be material.
- e. Resume of each employee engaged in the services, including the role of each and an overview of their previous experience with similar projects.

5. References

- a. References of the Proposer, including at least three (3) other clients for whom the Proposer has provided services similar to the Services (with preference given to clients comparable to Shelby County Government) and, for each such reference, the business name, the identification of a contact person, the title of the contact person and a telephone number.
- b. Information detailing similar projects completed by the bidder within the past three (3) years.

6. Additional Information

- a. A description of any other resources available to the proposer that will be useful in providing the Services.
- b. A description of the methods used by the proposer to measure the satisfaction of its client.
- c. Any other relevant information about the capabilities of the proposer deemed to be material.



XII. PROPOSAL EVALUATION AND SELECTION

A. Evaluation Process

- 1. Initial Review – All proposals will be initially evaluated to determine if they meet the following minimum requirements:
 - a. The proposal must be complete, in the required format, and be in compliance with all the requirements of the RFP.

- b. Proposers must meet the Minimum Proposer Requirements outlined in Section II of this RFP.
2. Technical Review – Each proposal will be reviewed by a special Ad-Hoc Committee which may elect to schedule a personal presentation and interview with one or more of the proposers. The evaluation committee shall review the submitted proposals and score points as provided in the scoring guidelines. ***The total maximum points the proposer can receive is 100.***

Proposals meeting the above requirements will be evaluated on the basis of the following criteria:

- a. Understanding of the Services required by the County;
- b. Quality and responsiveness of the proposal and the ability to present a clear understanding of the nature and scope of the project and all terms and requirements are discussed clearly and succinctly;
- c. Qualifications and experience of specific personnel assigned to this project;
- d. Project methodology;
- e. Previous experience in successfully performing similar Services;
- f. References;
- g. Proposed cost to Shelby County Government; and
- h. Time frame for completion.

EACH PROPOSAL WILL BE EVALUATED INDEPENDENT OF THE OTHER.

3. Oral Presentation.

The Shelby County Government reserves the right to interview, or require an oral presentation from, any respondent for clarification of information set forth in the proposer's response. In this regard, at the discretion of the evaluation committee, some or all proposers who submit a proposal in response to this RFP may be asked submit to an interview or give an oral presentation of their respective proposals to the evaluation committee. If so, this is not to be a presentation restating the proposal, but rather an in-depth analysis of certain qualifications of the proposer. The interview or oral presentation, if utilized, is intended to provide an opportunity for the proposer to clarify or elaborate on its qualifications without restating the proposal. The interview or oral presentation is to be a fact finding and explanation session only and is not to be used to negotiate any terms of contract. If required, the time and location of such interview or oral presentation will be scheduled by the Administrator of Purchasing or his designee. Interviews and oral presentations are strictly an option of Shelby County Government or its evaluation committee and, consequently, may or may not be conducted. All travel expenses to and from the interview or oral presentation shall be the responsibility of the proposer. Selection will be based on determination of which proposal best meets the needs of the County and the requirements of this RFP.

B. Contract Award

Contract(s) will be awarded based on a competitive selection of proposals received. The proposers are advised that the lowest cost proposal will not necessarily be awarded the Contract, as the selection will be based upon qualification criteria as deemed by the County and as determined by the selection committee and the County Mayor. The proposals submitted will be evaluated by the County. All decisions are made at the discretion of the County.

The contents of the proposal of the successful proposer will become contractual obligations and failure to accept these obligations in a contractual agreement may result in cancellation of the award.

The County reserves the right to negotiate any portions of the successful proposer's fees and scope of work or utilize their own resources for such work.



Tucker Johnson, Ph.D.
Licensed Clinical Psychologist
2014 Exeter Rd ~ Germantown, TN 38138
901-289-8233

Proposal Response Sheet

**Shelby County Government – RFP 16-005-73 OCS MANAGEMENT SERVICES
(JUVENILE COURT)**

Name of firm: Tucker D. Johnson, Ph.D.
Firm's Website: None

Mailing Address: PO Box 147
Stanton, TN 38069
Phone: 901-289-8233
Fax: 877-488-9002

Remit Address: PO Box 147
Stanton, TN 38069
Phone: 901-289-8233
Fax: 877-488-9002
Payment Terms: monthly

Authorized Representative: Tucker D. Johnson, Ph.D. Print: Tucker D. Johnson, Ph.D.
Signature (Person authorized to negotiate with the County on behalf of the organization/firm.)
Email address: t_johnson.07@comcast.net

Authorized Representative: _____ Print: _____
Signature (Person authorized to negotiate with the County on behalf of the organization/firm.)
Email address: _____

The signature (s) above indicates that certifies that:

- (i) the Proposer's signatory is an agent authorized to submit proposals on behalf of the organization/firm;
- (ii) all declarations in the proposal and attachments are true to the best of reasonable knowledge;
- (iii) all aspects of the proposal, including cost, have been determined independently, without consultation with any other prospective Proposer or competitor for the purpose of restricting competition;
- (iv) the offer made in the proposal is firm and binding for 90 days after receipt of the proposal by the County; and
- (v) all aspects of this RFP and the proposal submitted are binding for the duration if this proposal is selected and a contract awarded.

Vendor # A4248 (Required) EOC #: Applied for (Required)

If EOC certification was obtained through a Teaming agreement and the EOC number starts with a "T", please complete the next page. If this does not apply, disregard the next page.

Check here if you qualify as a MBE , HBE or WBE (Minority, Hispanics or Woman owned Business Enterprise) If so, please indicate the classification below:

African American Hispanic American Asian American Native American Other _____

_____ Check here if you are a qualified LOSB (Locally owned Small Business) vendor. Certification for this status is received through the EOC Administration. *This is not a self-certifying classification.*

2: COMPREHENSIVE RESPONSE

Introduction:

I, Tucker D. Johnson, Ph.D., submit this bid proposal in response to Request for Proposal (RFP) #16-005-73, Office of Clinical Services (OCS) Management Services for the Juvenile Court of Memphis and Shelby County. My business is a sole proprietorship with no employees beyond myself. My business is in good standing under the laws of the state of Tennessee. I am able to meet or exceed the minimum requirements to provide adequate, timely, and cost-effective OCS administration management services. I warrant that all services I provide will be performed in accordance with standards acceptable to Shelby County Government, Juvenile Court, and the field of professional psychology.

As the current contracted OCS administrator, I have provided the services described in the RFP Purpose/Scope of Work since January 27, 2014. I have received ongoing and consistently positive feedback from my superiors, including Judge Dan Michael, and from the Department of Justice (DOJ) through its compliance reports. I continue to have the ability and resources to provide the services described in the RFP on a timely basis.

Qualifications and minimum proposer requirements:

I have more than 10 years of experience as a licensed clinical psychologist. I was initially licensed to practice psychology in May 1990, and obtained my license to practice specifically in Tennessee in January 2003. I have been continuously licensed in Tennessee since that time. As can be seen by my attached curriculum vitae, I have acquired psychology experience since 1987 in the following settings: juvenile court, independent practice, inpatient psychiatric hospitals, outpatient general clinical and forensic evaluation, outpatient intellectual disabilities services, nursing homes, outpatient substance abuse supervision, and residential adult correctional services. This experience was gained through services I provided in the following agencies: Juvenile Court of Memphis and Shelby County, Exeter Psychotherapy Group, Lakeside Behavioral Health Systems, West TN Forensic Services, TN Department of Intellectual and Developmental Disabilities, Vericare/Symed, Danya International, Psychological Services (a private psychology practice in Jackson, TN), and the federal Bureau of Prisons (4 separate facilities). Prior to coming to Juvenile Court, I acquired experience in evaluating children and adolescents with and without criminal histories at Lakeside Behavioral Health Systems, TN Department of Intellectual and Developmental Disabilities, West TN Forensic Services, Psychological Services, and Exeter Psychotherapy Group.

I acquired experience in psychology administration when I served as **director/chief/administrator of psychology and directly supervised other doctoral level psychologists at the Juvenile Court of Memphis and Shelby County; Memphis Mental Health Institute; Federal Medical Center, Rochester, MN; Federal Correctional Institution, Terminal Island, CA; and Federal Prison Camp, Montgomery, AL.**

My license to practice psychology in the state of Tennessee as a health service provider is TN P#0000002427. I renew this license every 2 years, as required, and obtain the requisite continuing education on an ongoing basis. I have paid and will continue to pay all associated fees and taxes. I will continue to take all actions to maintain my psychology license, which permits me to provide the services described in the RFP Purpose/Scope of Work.

I have a Vendor Number (#A4248) obtained through the Shelby County Government Purchasing Department and have applied for an Equal Opportunity Compliance (EOC) certification number through the Shelby County EOC Administration Office. I am a sole proprietor/independent contractor who adheres to State of Tennessee Public Chapter No. 436. I have the required professional liability, commercial general liability, and business automobile liability insurance (see attachments). According to TN Code Annotated 50-6-106(1)(D)(5), employers with fewer than 5 employees are not subject to TN statutes regarding workers' compensation. Consistent with statute, then, I would not be required to obtain workers' compensation insurance since I am a sole proprietor with no employees beyond myself. If Shelby County Government nevertheless requires me to have workers' compensation insurance, I will purchase it if I am awarded the Contract.

I have knowledge of Juvenile Court operations and experience with management of OCS operations. Since January 2014, I have served as the contracted administrator for OCS of the Juvenile Court of Memphis and Shelby County. I certify that I am qualified for and have the ability to continue to provide OCS management services on a timely basis.

I shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Title VI of the Civil Rights Act of 1964, as amended.

I covenant that I have no public or private interest and will not acquire, directly or indirectly, any interest that would conflict in any manner with the performance of my services under this Contract. No part of the total Contract amount will be paid directly or indirectly to any officer or employee of Shelby County.

I warrant that I have not employed or retained any company or person to solicit or secure this Contract, and I have not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

Planned purpose/scope of work:

I will provide full-time administration for OCS and will provide direction in all aspects of fiscal, human resource, and other operational activities on a full-time basis. I will continue to provide the same type of full-time OCS management services that I have since January 2014. As my submitted time sheets over the last 28 months demonstrate, I am willing to meet the demands of the department even when the time required is substantially more than 37.5 hours per week.

My administration of OCS will include developing and adhering to objectives that serve the needs of Juvenile Court, Shelby County Government, and the citizens of Shelby County. As an example, during my time as contracted OCS administrator, I obtained technical assistance for OCS and other Court stakeholders that enabled me to develop departmental performance objectives consistent with the provision of best practices juvenile forensic psychological evaluations. Dr. Kirk Heilbrun, a national expert in juvenile mental health and psycholegal issues, provided training to OCS staff and other Juvenile Court stakeholders during June 2014. This technical assistance informed my development of performance objectives for all psychological evaluators in the department; these objectives were codified into policies, which were then reviewed and approved by DOJ and Dr. Heilbrun. I reviewed psychological evaluations provided by OCS staff for compliance with the performance objectives outlined in policy. I am prepared to modify OCS performance objectives and policies as new juvenile psychological evaluation best practices emerge and in response to any evolving needs of Juvenile Court and Shelby County Government.

I will perform, direct, or supervise psychological evaluations of and consultations to children and adolescents in accordance with Juvenile Court's objectives to provide each child with the opportunity for normal physical, mental, and moral development. (Testing materials and supplies needed for OCS will be provided by COUNTY.) All Court-ordered juvenile forensic psychological evaluations performed by me or those whom I supervise in OCS will include the following components at minimum: clinical interview with child including assessment of child's ability to understand purpose of evaluation/limits of confidentiality; interview with parent/other reliable source (if available); mental status and behavioral observations; psychological testing; and records review. Psychological testing will include at minimum a screening of intelligence and

achievement. Testing will also typically include a screening of mental health and emotional functioning, and, if the child's reading level permits, the child's completion of a comprehensive objective inventory of psychological symptoms and behaviors. Depending upon individual clinical indications, testing may also further explore adaptive skills, trauma symptoms, substance use, psychosexual development, and malingering. The purpose of all evaluation components will be to provide recommendations for interventions comprising age-appropriate opportunities for normal physical, mental, and moral development.

I will conduct or direct diagnostic clinical interviews of children and obtain supplemental information from interviews with parents and/or other reliable sources. Recommendations provided in reports will be developmentally, clinically, and forensically appropriate. All interviews with children and parents/other reliable sources will address the following areas: family and household; developmental and medical; school/community/employment; behavioral/mental health; potential trauma; substance use; family history; access to weapons; and Court contact. Parents (or other appropriate custodial individuals) will be asked to sign Releases of Information to obtain records from schools and agencies where the child has received mental health or other relevant intervention services. All recommendations provided in reports will be based on a synthesis of interview and testing data, behavioral observations, and background information, and will be designed to address all identified developmental, clinical, and forensic issues.

Reports will be prepared for all evaluations and these will include information obtained from clinical/diagnostic interviews, collateral interviews, consultations, records review, testing, and observations of mental status and behaviors. All consultations and interviews will be documented and incorporated into evaluations. All of these components will be integrated into the juvenile forensic psychological evaluations in order to complete the Structured Assessment of Violence Risk in Youth (identifying static and dynamic risk factors for violence) and develop a risk-need profile that addresses dynamic risk factors, corresponding violence-reduction interventions, and other clinical, emotional, and developmental needs of the child.

I will monitor and ensure adherence to state and federal regulations and professional and community standards with regard to recommended treatment, ethics, client rights, and confidentiality. The documents that will be consulted on a regular basis will include but are not limited to: TN statutes regarding the practice of psychology; TN psychology licensing board regulations; juvenile Court policies; 42 Code of Federal Regulations Part 2 (Confidentiality of Alcohol and Drug Abuse Records); American Psychological Association Ethical

Principles of Psychologists and Code of Conduct; American Psychological Association Specialty Guidelines for Forensic Psychology; and the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and its associated regulations.

I will provide supervision for staff, contracted providers, and pre-doctoral psychology interns. I will provide administrative supervision for the OCS clerical staff, and administrative and clinical supervision for contracted evaluation providers and pre-doctoral interns.

I will utilize resources of public and private agencies and community organizations to meet the developmental and clinical needs of the youth assessed by OCS evaluators. In consultation with the Juvenile Court Evaluation and Referral Section, I will identify public and private agencies and community organizations that can meet the developmental and clinical needs of the juveniles evaluated in OCS pursuant to Court order. I will continue to network with community agencies in order to further develop referral sources for services to juveniles.

I will provide requested psychological reports for any children being transferred to another facility. To promote continuity of care and in accordance with HIPAA of 1996 and its associated regulations, I will provide requested psychological evaluations for children being transferred to other facilities.

I will maintain patient confidentiality and comply with the requirements of the Health Insurance Portability and Accountability Act of 1996. As noted above, I will comply with all HIPAA regulations regarding the privacy, use, protection, and disclosure of individually identifiable health information of juveniles. A copy of HIPAA will be maintained in OCS.

I will provide consulting and training services to Juvenile Court management and staff. I will initiate consultation with and respond to requests for consultation from Juvenile Court staff, management, and administrators. I will respond to requests for training by designing relevant lesson plans and providing instruction using acceptable teaching methods.

I will invoice Juvenile Court on a monthly basis. With each invoice, I will provide a monthly report of activities for Shelby County Contracts Administration and Juvenile Court. The invoice and reports will be provided no later than 15 days following the end of each month and will include specific projects and assignments performed during the preceding month.

3: COST AND FEES

The monthly fee for OCS Management Services will be: \$10,417. This fee assumes that costs for all supplies needed for psychological testing and other OCS operational services are provided for by COUNTY, as stated in the RFP.

#4: EXPERIENCE OF THE RESPONDENT

My business is a sole proprietorship and I have no employees beyond myself. I have more than 25 years of experience as a licensed practicing clinical psychologist. Throughout my career, my mission has been to provide best practices evaluations and treatment of individuals to promote well being and positive development and adjustment. I have sought to provide quality clinical supervision of psychology practitioners and interns under my supervision. I have sought to implement efficient administrative practices and provide quality supervision for administrative staff supporting clinical practitioners.

I was initially licensed to practice psychology in May 1990, and obtained my license to practice specifically in Tennessee in January 2003. I have been continuously licensed in Tennessee since that time. During my career, I have acquired psychology experience in the following settings: juvenile court, independent practice, inpatient psychiatric hospitals, outpatient general clinical and forensic evaluation, outpatient intellectual disabilities services, nursing homes, outpatient substance abuse supervision, and residential adult correctional services.

Since January 2014, I have served as the contracted administrator of OCS at the Juvenile Court of Memphis and Shelby County. I have provided all of the services outlined in the RFP Purpose/Scope of Work. I have received positive feedback from staff, management, and administrators at the Court.

My main objective beginning in January 2014 was to bring OCS juvenile forensic psychological evaluations in compliance with the guidelines provided by the DOJ Due Process Court Monitor in her 12-12-2013 compliance report. As recommended by the Court Monitor, I arranged for technical assistance for Juvenile Court clinical staff and other stakeholders by Dr. Kirk Heilbrun, national expert in juvenile mental health and psycholegal issues. Following that technical assistance, I modified OCS psychological evaluations to gradually incorporate all of the guidelines outlined by Dr. Heilbrun and the DOJ Due Process Court Monitor. The written reports became comprehensive evaluations that included extensive background information obtained from the juvenile, parent/other reliable source, and records, and which addressed the overall risk to the community, specific static and dynamic risk factors

for violence, corresponding interventions to lower risk, and emotional and cognitive maturity and treatment amenability of the youth. I prepared and/or supervised the preparation of all psychological evaluations and reports issued by the OCS.

To ensure quality and enhance consistency of evaluation reports provided to the Court, I created OCS policies governing the implementation of psychological evaluation practices. I revised and standardized the clinical interviews of juveniles and the background interviews with parents/other reliable sources. I developed additional information streams to provide background information, including obtaining the following information: mental health records from Correct Care Solutions contracted detention mental health staff, Detention Behavior-Level Tracking entered into the Juvenile Court database by detention staff, and school records including grades, absenteeism, and disciplinary history, plus Individual Education Programs, psychoeducational evaluations, and safety/threat assessments when applicable. To further enhance the quality and quantity of background information, I expanded relevant consultation with Juvenile Court staff, including but not limited to Probation Officers, Evaluation and Referral Section staff, and Youth Services Bureau Case Managers and Intensive Case Managers. I also expanded attempts to obtain records from mental health facilities and other intervention agencies, and revised OCS's Release of Information form to be HIPAA compliant. I participated in the standardization of Court orders for evaluations, and consulted with attorneys, Juvenile Court Judge and Magistrates, and clinical staff to ensure consistent implementation of the Court orders.

I performed all activities required to maintain OCS's participation in the University of Tennessee Professional Psychology Internship Consortium, and directly supervised all pre-doctoral interns in their preparation of psychological evaluations for the Court. This comprised a minimum of 2 hours of face-to-face individual supervision per week, demonstration of and observation of interns' clinical interviews, and supervision and editing of intern reports that required between 5-10 hours per report.

I provided training to Detention Staff, Probation Officers, and other Juvenile Court staff, and to Shelby County Sheriff's Office Recruits. This training included the issues of changes to OCS psychological evaluations; general mental health, substance use, and intellectual disabilities issues relevant to juveniles; and trauma's impact on behavior and brain development in children and adolescents. Training comprised 5 one-hour sessions to detention staff in 2014, 7 one-hour sessions to detention staff in 2015, 2 one-hour sessions to Probation Officers and other Juvenile Court staff in 2015, and a single two-hour session to Sheriff's Office Recruits in 2015.

I participated in important Juvenile Court initiatives, such as the Court's efforts to become more trauma-informed. To help implement this initiative, I obtained multiple hours of continuing education and community training relevant to trauma in children and adolescents, and participated on a strategic planning committee to guide Juvenile Court in becoming more trauma-sensitive.

I reviewed the bid proposals of psychologists who applied for the part-time psychology contractor position, and participated in the rating of such bid proposals. I requested funds for purchases to maintain all the operations of OCS.

I invoiced Juvenile Court on a monthly basis, no later than 15 days following the end of each month. With each invoice, I provided a monthly report of activities, including specific projects and assignments, for Shelby County Contracts Administration and Juvenile Court.

In addition, I have provided clinical and comprehensive administrative services for other agencies where I served as director/chief of psychology, including the following: Memphis Mental Health Institute (state psychiatric hospital); Federal Medical Center, Rochester, MN (medical, psychiatric, and drug treatment referral center for the federal prison system); Federal Correctional Institution, Terminal Island, CA (medium security federal prison); and Federal Prison Camp, Montgomery, AL (minimum security federal prison). Together with my service at Juvenile Court, I have a total of 15 years of experience in psychology administration.

#5: REFERENCES

Three professional references are:

Wyatt Nichols, PhD
1540 Appling Care Lane
Cordova, TN 38016
Phone: 901-388-1893
Fax: 901-388-1995
and
West Tennessee Forensic Services
530 Oak Court Drive, Ste 127
Memphis, TN 38117
Phone: 901-729-2410
Fax: 901-729-2412

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John Ciocca, PsyD
2014 Exeter Road
Germantown, TN 38138
Phone: 901-219-4165
Fax: 901-757-1485

Bob Serino, PhD
4900 Fairfield Circle
Memphis, TN 38117
Phone: 901-230-5948
Fax: 800-572-6370

#6: ADDITIONAL INFORMATION

To assess the satisfaction of Juvenile Court with the services I provide under this Contract, I will regularly solicit feedback from my superiors regarding my performance. I will also carefully review the future DOJ compliance reports in order to determine the Due Process Court Monitor's perceptions of OCS performance. Suggestions for improvement will be integrated into my services.

My performance as contracted OCS administrator has received consistently positive feedback from the DOJ Due Process Court Monitor. I reference the following quotes from the last 3 Due Process Court Monitor compliance reports:

12-15-2014 report: "There have been many positive developments in Clinical Services. Dr. Tucker-Johnson has done an excellent job in ensuring that all staff has been trained in best practices by national expert Dr. Kirk Heilbrun. She has also created the new policies that are being implemented. ... I have reviewed a sample of evaluations and the quality is consistently high. The current reports are now much more in-depth and involve more interviewing of collateral sources and the gathering of records. While prior evaluations averaged 2.5 pages, current evaluations are typically between 10-12 pages. There is also increased oversight and quality control by Dr. Tucker-Johnson ..." (page 5)

07-03-2015 report: "High quality evaluations are routinely being conducted by Clinical Services. ... I commend the leadership of Dr. Tucker-Johnson and her staff." (page 3) "Clinical Services is doing an outstanding job of delivering high quality evaluations according to best practices." (page 16)

12-22-2015 report: "Many positive developments I mentioned in compliance report #5 have been sustained, including ... the leadership of Dr. Tucker-Johnson in Clinical

Services which resulted in high quality psychological evaluations ..." (footnote #1, page 2) "Continued Excellence of Clinical Services: Clinical Services continues to deliver high quality evaluations according to best practices. Each compliance period I review all evaluations prepared by Dr. Tucker-Johnson and her very limited staff. The improvement is staggering since this issue was raised two years ago. Shelby County Juvenile Court can be extremely proud. I believe the expeditious creation of this best practices unit could be a national model. Dr. Tucker-Johnson incorporates recent developments in her field and now includes a detailed trauma assessment in each evaluation." (page 15)

My performance has also received consistently positive feedback from my superiors at Juvenile Court. Additional information about my performance can be obtained from such Juvenile Court officials as:

Pam Skelton, Chief Administrative Officer
901-222-0781

Magistrate Garland Erguden, Chief Legal Officer
901-222-0640

Judge Dan Michael
901-222-0640

DRIVER LICENSE

Tennessee
THE VOLUNTEER STATE

USA
TN

DL No: 897386214 11/29/1960
Exp: 11/29/2020 10/09

CLASS D
REST: NONE

SEX: M HT: 5'11" WT: 170 HAIR: BRN EYES: BRN

DP: 04151089 H: 1234

Tucker Dunlap

JOHNSON
TUCKER DUNLAP
122 COVINGTON ST
STANTON, TN 38088

Renewal No.
419893

State of Tennessee
Division of Health-Related Boards

9308609
License No.
P0000002427



This Certifies that
TUCKER DUNLAP JOHNSON
whose credentials have been approved by the:
BOARD OF EXAMINERS IN PSYCHOLOGY
has fulfilled all requirements for renewal and registration as
required by the Tennessee Code Annotated and is a duly
authorized: **PSYCHOLOGIST**
in the State of Tennessee through **NOVEMBER 30, 2016**
HEALTH SERVICE PROVIDER

Openenewitz
Director of Health-Related Boards
CHD

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 Name and Mailing Address* Tucker D Johnson P O Box 147 Stanton, TN 38069	Program Administrator Administered By: CPH and Associates 711 S. Dearborn, Suite 205 Chicago, IL 60605 P. 312-987-9823 F. 312-987-0902 info@cphins.com Underwritten By: Philadelphia Indemnity Insurance Company
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*Additional insured locations are often requested by individual business owners who have more than one office. Your coverage is portable, meaning that you are covered at any location for practice under the occupation(s) listed on your policy.

Coverage		
Policy #: E78371	Effective Date: 11/08/2015	Expiration Date: 11/08/2016

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 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.

Limits of Liability		Coverage Part
EACH OCCURRENCE (Per individual claim)	AGGREGATE (Total amount per policy year)	
\$1,000,000	\$5,000,000	Professional Liability
N/A	N/A	Commercial General Liability Includes: General Liability, Fire & Water Legal Liability and Personal Liability
N/A	N/A	Property Coverage
\$1,000,000	\$5,000,000	Supplemental Liability
Unlimited	Unlimited	Defense Expense Coverage
\$100,000	\$100,000	State Licensing Board Investigation Defense Coverage
\$15,000	\$15,000	Assault Coverage
\$10,000	\$35,000	Deposition Expense Benefit
\$5,000/person	\$50,000	Medical Expense Coverage
\$15,000	\$15,000	First Aid Coverage

Description/Special Provisions:	
Certificate Holder Shelby County Government, its elected officials, appointees, & employees * 160 N Main St, Suite 550 950 Memphis, TN 38103	Cancellation Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

Holder has also been added to the policy as an additional insured:** [<input checked="" type="checkbox"/> Yes/No] **If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).	 Authorized Representative C. Philip Hodson
--	---

DISCLAIMER: The Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend, or alter the coverage afforded by the policies listed thereon.

* and members of boards, agencies ~~etc~~ and commissions

THIS ENDORSEMENT CHANGED THE POLICY. PLEASE READ IT CAREFULLY

Additional Insured Endorsement

This endorsement modifies insurance provided under the following:

**ALLIED HEALTHCARE PROVIDERS PROFESSIONAL
AND SUPPLEMENTAL LIABILITY POLICY**

In consideration of the premium paid, this policy is amended as follows:

Shelby County Government, its elected officials, appointees, & employees is hereby added as an Additional Insured, solely for Damages arising out of a **Professional Incident** covered under this policy. The **Professional Incident** must arise out of services provided by the **Insured**, under contract with **Shelby County Government, its elected officials, appointees, & employees**.

Additional Insured Name and Mailing Address:

Shelby County Government, its elected officials, appointees, & employees

160 N Main St, Suite 550
Memphis, TN, 38103

950

****Added to the policy effective 05/23/2016, at the additional premium of \$0.00.**

All other terms and conditions of this policy remain unchanged. This endorsement is part of your policy and takes effect on the effective date of your Policy, unless another effective date is shown below.

Policy: E78371

Effective on and after: 05/23/2016

Issued to: Tucker D Johnson

Expiration date: 11/08/2016

PI-PHCP-3(03/01)



By: Robert O'Leary, Authorized Representative

CURRICULUM VITAE

Tucker Dunlap Johnson, Ph.D.

Clinical Psychologist

May 2016

2014 Exeter Road

Germantown, TN 38138

901-289-8233 (cell)

t_johnson.07@comcast.net

Education

Ph.D. in Psychology, December 1989
University of Alabama
Tuscaloosa, Alabama
Specialization: Psychology/Law

B.A. in Psychology, May 1982
North Carolina State University
Raleigh, North Carolina
Summa Cum Laude

Psychology Licensure

Psychologist, Health Service Provider, Tennessee license #P2427

Professional experience

Clinical Psychologist (Contract), Juvenile Court of Memphis and Shelby County, Memphis, TN,
01/2014 to present

Independent Practice, Exeter Psychotherapy Group, Germantown, TN, 04/2006 to present

Psychologist, Allied Health Staff, Lakeside Behavioral Health System, Memphis, TN,
10/2006 to present

Psychologist (Contract), West Tennessee Forensic Services, Memphis, TN, 07/2013 to 01/2014

Consulting Psychologist, Tennessee Department of Intellectual & Developmental Disabilities,
West Tennessee Regional Office/West Tennessee Resource Center (contract:
The Columbus Organization), 03/2007 to 06/2013

Clinical Psychologist, Vericare/Symed, Memphis, TN, 03/2006 to 05/2013

Clinical Preceptor, Danya International, Inc., Naval Support Activity Midsouth Substance Abuse
Rehabilitation Program, Millington, TN, 03/2006 to 04/2007

Consulting Psychologist, Psychological Services, Jackson, TN, 11/2004 to 01/2007

Director of Psychology Services, Memphis Mental Health Institute, Memphis, TN, 01/2002 to
11/2004

Tucker D. Johnson, Ph.D.

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Chief of Psychology Services, Federal Medical Center, Rochester, MN, 12/1993 to 12/2000

Chief of Psychology Services, Federal Correctional Institution, Terminal Island, CA, 02/1991 to 12/1993

Chief of Psychology Services, Federal Prison Camp, Maxwell Air Force Base, Montgomery, AL, 11/1989 to 02/1991

Psychologist Trainee, Mental Health Division, Federal Correctional Institution, Butner, NC, 10/1987 to 11/1989

Clinical/Forensic Psychology Pre-doctoral Intern, University of North Carolina at Chapel Hill and Federal Correctional Institution, Butner, NC (APA-accredited internship), 09/1986 to 09/1987

Hospital affiliations

Lakeside Behavioral Health, Memphis, TN

Professional affiliations

American Psychological Association
Division 41 (Psychology-Law) of American Psychological Association
Tennessee Psychological Association
Memphis Area Psychological Association
National Association for the Dually Diagnosed

Civic organizations

Alderman, Stanton, TN

Secretary, Board of Zoning Appeals, Stanton, TN

Secretary, Board of Trustees, Stanton Preservation Trust, Stanton, TN

Member, Community Relations Board, West Tennessee Detention Center (Corrections Corporation of America), Mason, TN

Member, Rescue Squad of Brownsville and Haywood County

Tucker D. Johnson, Ph.D.

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References

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