

Exhibit C - Listing of Service Provider Contracts

October 1, 2016 – September 29, 2017

Agency	Award	Not to Exceed	Services Funded
Alosa Health	\$145,000.00	\$179,000.00	Academic Detailing
Memphis Center for Reproductive Health	\$100,000.00	\$175,000.00	Provider Liaison
Friends For Life	\$76,000.00	\$152,000.00	Patient Navigation
Le Bonheur Community Health and Well-Being	\$96,000.00	\$147,000.00	Patient Navigation
Partnership to End AIDS Status	\$85,000.00	\$85,000.00	Patient Navigation
OUTMemphis	\$53,000.00	\$114,000.00	Patient Navigation
TOTAL	\$555,000.00	\$852,000.00	

Description of PrEP Services for HIV Prevention

Academic Detailing: In order to bolster the network of providers who understand and are willing to prescribe PrEP. Academic detail specialists will conduct visits to primary care physicians in the Memphis MSA to provide PrEP related education and assistance. Academic detailing combines the interactive one-on-one communication approach of sales with the evidence based noncommercial information of academia. It supports improved clinical decision making by fostering one on one interaction between physicians and health professionals trained to communicate the latest evidence based clinical data.

Provider Liaison: In order to assist providers who are willing to prescribe PrEP a PrEP Provider Liaison will be established in the Memphis MSA. This individual will be a resource for healthcare providers and will assist with patient assistance program paperwork, pre-approval paperwork, and connections to PrEP Navigation and augmented lab services. The PrEP Provider Liaison will aid primary care practitioners and safety net providers with the prescribing of and ongoing clinical support of PrEP.

Patient Navigation: A significant barrier to PrEP in Memphis is the navigation to required services and paperwork to access those services. In order to alleviate this barrier, PrEP Navigators will be funded to navigate clients through complicated medical systems to access PrEP services. These navigators will develop and maintain a directory of providers who are willing and able to prescribe PrEP, who provide the wrap-around services needed for ongoing support of individuals on PrEP, and who are culturally competent in serving the target populations.

**PRE-EXPOSURE PROPHYLAXIS (PrEP) SERVICES FOR HIV PREVENTION
SERVICE PROVIDER CONTRACT**

This contract (the "Contract") is entered into this _____ day of _____, 2016, by and between SHELBY COUNTY GOVERNMENT, hereinafter referred to as "COUNTY" and ALOSA HEALTH, 419 Boylston Street, Boston, MA 02216 hereinafter referred to as "SERVICE PROVIDER".

WITNESSETH

WHEREAS, the COUNTY has the need for the provision of professional services to increase awareness of and access to pre-exposure prophylaxis (PrEP) for the prevention of Human Immunodeficiency Virus (HIV); and

WHEREAS, the COUNTY issued a Request for Proposals ("RFP") Number 16-005-76, Pre-Exposure Prophylaxis (PrEP) Services for HIV Prevention, on July 5, 2016, and SERVICE PROVIDER responded to said RFP on August 3, 2016; and

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

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

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

I. SCOPE OF WORK

- 1.1 This contract is for the provision of professional services to be performed by the SERVICE PROVIDER. The parties hereby agree that The COUNTY shall have no liability or obligation to SERVICE PROVIDER or any other person or entity with regard to any obligation not specifically permitted under the terms of the Contract and/or applicable law.
- 1.2 The COUNTY is designated by the State of Tennessee Department of Health as the Lead Agency to receive these grant funds for the provision of HIV Prevention Pre-Exposure Prophylaxis (PrEP) services, as more fully described in the contract with the State of Tennessee, attached hereto as Exhibit A and fully incorporated by reference, as if stated herein verbatim.
- 1.3 The SERVICE PROVIDER agrees to:
 - (a) ensure all employees providing Academic Detailing services under this agreement have been thoroughly trained on PrEP,
 - (b) distribute print materials for use by Memphis MSA primary care physicians and safety net providers,

- (c) schedule and conduct at least twenty (20) office visits per detailer, per month, in order to provide PrEP related education and assistance, and
- (d) ensure that all materials and informational sessions cover the topics of:
 - (i) basic information about PrEP,
 - (ii) protocols for prescribing PrEP,
 - (iii) practice site champions,
 - (iv) PrEP navigation, and
 - (v) patient assistance program support.

1.4 The SERVICE PROVIDER agrees that at least one representative of the SERVICE PROVIDER will attend four (4) quarterly service provider meetings as scheduled by the COUNTY.

II. TERM AND COMPENSATION

2.1 This Contract shall become effective upon the date of the last signature of the parties hereto and continue through September 29, 2017 with the option to renew for three (3) additional one year periods with the same terms and conditions and 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 SERVICE PROVIDER must be prepared to begin immediately upon receipt of a fully executed contract and written "Notice to Proceed" from the COUNTY.

2.2 The COUNTY agrees to compensate the SERVICE PROVIDER *ONE HUNDRED AND FORTY-FIVE THOUSAND AND 00/100 DOLLARS (\$145,000.00)* for the provision of the Services during the applicable grant period, as outlined in the budget attached hereto as Exhibit B. In no event shall COUNTY be responsible for services rendered outside the scope of the Program and Fiscal Guidance.

COUNTY may amend SERVICE PROVIDER'S Program and Fiscal Guidance, as necessary, to increase and/or eliminate the service categories and the compensation amount for the provision of services during the term of the Contract.

In any event, the sum total of the Contract shall not exceed *ONE HUNDRED AND SEVENTY-NINE THOUSAND AND 00/100 DOLLARS (\$179,000.00)* during the term of this Contract which shall include all reimbursable expenses.

2.3 A monthly invoice of expenses, provided in Exhibit C shall be submitted to the COUNTY by the fifth (5th) working day of each month for reimbursement of actual expenses incurred from the prior month. The COUNTY shall pay such invoices within thirty (30) days of its receipt and approval of said invoices, providing timely receipt of reimbursement request, supporting documentation and continued appropriation of funds from the Tennessee Department of Health. The COUNTY is not obligated to pay, and will withhold from payment, any amounts the COUNTY has in dispute with the SERVICE PROVIDER based on SERVICE PROVIDER'S non-performance or negligent performance of any of the Services under this Contract.

- 2.4 All expenditures by the SERVICE PROVIDER hereunder must adhere to the line items contained in the SERVICE PROVIDER'S Contract. No budget revisions may be made without prior written approval of the COUNTY. The final expenditure report is due no more than 25 days following the end of the SERVICE PROVIDER Contract period on forms to be provided and approved by the COUNTY. The COUNTY will not be responsible for payment of claims later than the 25 days required for the final expenditure reports.
- 2.5 SERVICE 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 SERVICE PROVIDER be entitled to receive payments for contract fees and expenses incurred in violation of this provision.

III. GENERAL CONDITIONS

3.1 CONTROL

All Services by the SERVICE 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. Neither SERVICE PROVIDER nor COUNTY nor any of their respective agents or employees shall control or have any right to control the manner and means by which the other party carries out its obligations under this Agreement, nor shall either party, its respective agents or employees, be liable to third parties for any act or omission of the other party.

3.2 SERVICE PROVIDER'S PERSONNEL

The SERVICE 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 SERVICE PROVIDER. All efforts will be made by both parties to work cooperatively with each other and their personnel to develop corrective action plan(s) to address and correct unsatisfactory performance. If no improvement in performance after a reasonable length of time of corrective action plan implementation, then COUNTY may request removal of said SERVICE PROVIDER employee. Upon such request, SERVICE PROVIDER shall promptly replace such employee(s) with substitute employee(s) having appropriate skills and training.

The SERVICE PROVIDER and the COUNTY certify, by signing this Contract to the best of each party's respective knowledge that it, its principals, officers, directors and other officials:

- (a) Are not presently disbarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal or State department or agency;
- (b) Have not within the past three years preceding this Contract been convicted of, or has had a

civil judgment rendered against it (or its officers) for the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or Service Provider Contract/contract under a public transaction; violation of a Federal or State antitrust statute or the commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;

- (c) Have not within the past three years preceding this Contract award, application and/or proposal had a publicly (Federal, State, or local) funded contract terminated for cause of default.

3.3 INDEPENDENT STATUS

- a. Nothing in this Contract shall be deemed to represent that the SERVICE PROVIDER, or any of the SERVICE PROVIDER's employees or agents, are the agents, representatives, or employees of the COUNTY. The SERVICE PROVIDER is an independent contractor. Anything in this Contract which may appear to give the COUNTY the right to direct the SERVICE PROVIDER as to the details of the performance of the Services under this Contract or to exercise a measure of control over the SERVICE PROVIDER is solely for purposes of compliance with local, state and federal regulations and means that the SERVICE PROVIDER will follow the desires of the COUNTY only as to the intended results of the scope of this Contract. Nothing in this Agreement shall be construed to create the relationship of employer and employee, or principal and agent, or any relationship other than that of independent parties contracting with each other solely for the purposes of carrying out the terms of this Agreement.
- b. It is further expressly agreed and understood by SERVICE PROVIDER that neither it nor its employees or agents are entitled to any benefits which normally accrue to employees of the COUNTY; that SERVICE 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 SERVICE PROVIDER for the Services performed shall be on the SERVICE PROVIDER's letterhead.

3.4 REPORTS

SERVICE PROVIDER shall prepare and submit quarterly reports of its activities, funded under this Contract, to the originating department. The reports shall include the items outlined in Exhibit C. Any such reports provided to the COUNTY shall be prepared with the understanding that the COUNTY may make such reports available to the public. The quarterly reports and all books of account and financial records that are specific to the work performed in accordance with this Contract may be subject to audit by the Director of the Division of Administration and Finance of the COUNTY. The COUNTY shall have the right to withhold future disbursement of funds under this Contract and any future Contracts until this provision has been met.

3.5 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 SERVICE 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) SERVICE PROVIDER has subcontracted, assigned, delegated, transferred its rights, obligations or interests under this Contract without the COUNTY's consent or approval; or
 - (iii) SERVICE 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 SERVICE 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 SERVICE PROVIDER for SERVICE PROVIDER's failure to provide the Services specified under this Contract.
- c. This Contract may be terminated by the COUNTY without cause, breach or penalty by giving thirty (30) days written notice to the other party. In the event of such termination, the SERVICE PROVIDER shall be paid for all Services rendered prior to the Termination Date, provided the SERVICE PROVIDER shall have delivered to COUNTY such statements, accounts, reports and other materials as required under this Contract; however, SERVICE PROVIDER shall not be compensated for any anticipatory profits that have not been earned as of the date of the Termination Date.
- d. Notwithstanding the above or any section herein to the contrary, SERVICE 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 SUB-GRANTEE and the COUNTY may withhold any payments to SERVICE PROVIDER for the purpose of setoff until such time as the exact amount of damages due the COUNTY from SERVICE PROVIDER is determined.

3.6 COMPENSATION FOR CORRECTIONS

No compensation shall be due or payable to SERVICE PROVIDER pursuant to this Contract for any SERVICE PROVIDER's Services performed by the SERVICE 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 SERVICE PROVIDER to properly fulfill any of

his obligations as set forth in this Contract.

3.7 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 SERVICE PROVIDER from performance of the Services under this Contract. The COUNTY shall not be responsible for the fulfillment of the SERVICE PROVIDER's obligations to its transferors or subcontractors.
- b. If such subcontracts are approved by the COUNTY, they shall contain, at a minimum, sections of this Service Provider Contract pertaining to Conflicts of Interest, Lobbying, Nondiscrimination, Public Accountability, and Public Notice. Notwithstanding any use of approved subcontractors, the SERVICE PROVIDER shall be the prime contractor and shall be fully and completely responsible for all work performed.
- c. 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.

3.8 CONFLICT OF INTEREST

- a. The SERVICE 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 SERVICE 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 SERVICE PROVIDER in connection with any work contemplated or performed relative to this Contract. Further, no funds hereunder may be contributed to the election campaign of any candidate running for elected office or to influence the outcome of any local, state or federal election.
- b. The SERVICE PROVIDER warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the SERVICE PROVIDER in connection with any work contemplated or performed relative to this Contract.

3.9 CONTINGENT FEES

The SERVICE PROVIDER warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the SERVICE 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 SERVICE 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.

3.10 EMPLOYMENT OF COUNTY WORKERS

The SERVICE 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.

3.11 ACCESS TO RECORDS

- a. Subject to all applicable laws concerning confidentiality of such data or records, during all phases of the work and Services to be provided hereunder, SERVICE PROVIDER agrees to permit duly authorized agents and employees of the COUNTY to enter SERVICE PROVIDER's offices for the purpose of inspections, reviews and audits of data and records maintained on patients who receive services under this Contract, upon reasonable notice during normal working hours. Reviews may also be accomplished at meetings that are arranged at mutually agreeable times and places. The SERVICE 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 five (5) 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. COUNTY agrees to pay reasonable cost to SERVICE PROVIDER for providing copies.
- b. The SERVICE PROVIDER and any approved subcontractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the SERVICE PROVIDER and any approved subcontractor, insofar as they relate to work performed or money received under this Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The SERVICE PROVIDER's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

The records shall be maintained in accordance with Governmental Accounting Standards Board (GASB) Accounting Standards or the Financial Accounting Standards Board (FASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.

In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and

Budget's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

Expenditures shall be made in accordance with local government purchasing policies and procedures and purchasing procedures for local governments authorized under state law.

The SERVICE PROVIDER shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.

The SERVICE PROVIDER shall establish a system of internal controls that utilize the COSO Internal Control - Integrated Framework model as the basic foundation for the internal control system. The SERVICE PROVIDER shall incorporate any additional Comptroller of the Treasury directives into its internal control system.

Any other required records or reports which are not contemplated in the above standards shall follow the format designated by the head of the Grantor State Agency, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.

3.12 DISPUTE RESOLUTION

Any dispute concerning a question of fact in connection with the work not disposed of by agreement between the SERVICE 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.

3.13 RESPONSIBILITIES FOR CLAIMS AND LIABILITIES

- a. SERVICE 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 SERVICE PROVIDER its subcontractors, agents, employees or assigns. SERVICE PROVIDER is governed by the terms of the Tennessee Governmental Tort Liability Act, T.C.A. 29-20- 101 et seq. ("GTLA"), which limits the liability of SERVICE PROVIDER. The parties agree that SERVICE PROVIDER's indemnification, if any, is limited to the maximum amount of liability established by the GTLA. This indemnification shall survive the termination or conclusion of this Contract.

- b. SERVICE PROVIDER expressly understands and agrees that any insurance protection required by this Contract or otherwise provided by the SERVICE 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 SERVICE 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 SERVICE 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 SERVICE PROVIDER as a result of or relating to performance of the Services under this Contract.
- e. SERVICE PROVIDER shall immediately notify the COUNTY of any claim or suit made or filed against SERVICE PROVIDER or its subcontractors regarding any matter resulting from or relating to SERVICE PROVIDER's performance of the Services under this Contract and will cooperate, assist and consult with the COUNTY in the defense or investigation thereof.

3.14 GENERAL COMPLIANCE WITH LAWS

- a. The SERVICE 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 SERVICE 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 SERVICE 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.

3.15 NON-DISCRIMINATION

The SERVICE 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 SERVICE 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 SERVICE 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.

Any recipient entity shall be subject to the requirements of Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d et seq., and regulations promulgated pursuant thereto. It shall develop a Title VI implementation plan with participation by protected beneficiaries as may be required by such law or regulations. To the extent applicable, such plan shall include Title VI implementation plans sub-recipients of federal funds through the entity. The SERVICE PROVIDER shall produce the plan upon request of the COUNTY. Failure to provide same shall constitute a material breach of contract.

3.16 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.

3.17 AMENDMENT

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

3.18 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.

3.19 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.

3.20 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.

3.21 SUBJECT TO FUNDING

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

3.22 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. Reimbursement to the SERVICE PROVIDER for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.

3.23 NON-LIABILITY FOR CONTRACTOR EMPLOYEE TAXES

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

- a. Withholding FICA (Social Security) from SERVICE PROVIDER's payments;
- b. Making state or federal unemployment insurance contributions on behalf of SERVICE PROVIDER or its personnel;
- c. Withholding state and federal income tax from payment to SERVICE

PROVIDER;

- d. Making disability insurance contributions on behalf of SERVICE PROVIDER;
- e. Obtaining workers' compensation insurance on behalf of SERVICE PROVIDER or SERVICE PROVIDER's personnel.

3.24 INCORPORATION OF OTHER DOCUMENTS

- a. SERVICE PROVIDER shall provide Services pursuant to this Contract in accordance with the terms and conditions set forth within the Shelby County Request for Proposals/Bids as well as the Response of SERVICE 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 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; followed by the Request for Proposals; and lastly, the Response to Request for Proposals.

3.25 CONTRACTING WITH LOCALLY OWNED SMALL BUSINESSES

The SERVICE 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.

3.26 RIGHT TO REQUEST REMOVAL OF SERVICE PROVIDER'S EMPLOYEES

The COUNTY may interview the personnel SERVICE PROVIDER assigns to COUNTY's work. All efforts will be made by both parties to work cooperatively with each other and their personnel to develop corrective action plan(s) to address and correct unsatisfactory performance. If no improvement in performance after a reasonable length of time of corrective action plan implementation, then COUNTY may request removal of said SERVICE PROVIDER employee. Upon such request, SERVICE PROVIDER shall promptly replace such employee(s) with substitute employee(s) having appropriate skills and training.

3.27 INCORPORATION OF WHEREAS CLAUSES

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

3.28 DISCLOSURE OF REPORTS, DATA OR OTHER INFORMATION

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

3.29 ORGANIZATION STATUS AND AUTHORITY

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

3.30 INSURANCE REQUIREMENTS

- a. The SERVICE 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 SERVICE PROVIDER's operations under the Contract, whether such operations are performed by itself or by any SERVICE PROVIDER or by anyone directly or indirectly employed by any of them, or by anyone for whose acts the SERVICE PROVIDER or SERVICE PROVIDER 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 and employees will be named as additional insureds. The SERVICE PROVIDER will maintain throughout the life of this Contract insurance, through insurers rated A- or better by A.M. Best, in the following minimum requirements. All policies will provide for thirty (30) days written notice to COUNTY of cancellation or material change in coverage provided. If policy terms and conditions do not allow for notice COUNTY, SERVICE PROVIDER will immediately notify COUNTY and provide evidence or replacement coverage with no lapse.

- i) Errors and Omissions/or Professional Liability coverage with limits of \$1,000,000.00 per occurrence/\$3,000,000.00 annual aggregate, indicating if coverage is on occurrence basis or claims made.
 - ii) Commercial General Liability coverage with minimum limits of \$1,000,000.00 per occurrence bodily injury and property damage/\$1,000,000.00 personal and advertising injury/\$2,000,000.00 general aggregate coverage, \$2,000,000.00 annual aggregate products/completed operations, indicating whether coverage provided on a claims-made or on an occurrence basis. Shelby County Government, its elected officials, appointees and employees will be named as additional insureds. The insurance shall include coverage for the following:
 - a. Premises/Operations;
 - b. Products/Completed Operations;
 - c. Contractual Liability;
 - d. Independent Contractors;
 - e. Personal and Advertising Injury.
 - f. Assault and Battery
 - g. Sexual Molestation
 - iii) Workers Compensation and Employers' Liability Insurance – Workers' compensation statutory limits as required by Tennessee. This policy should include Employers' Liability coverage for \$1,00,000.00 each accident; \$500,000 - Disease - each employee; and Disease - \$500,000 policy limit. Contractor/provider waives its right of subrogation against Shelby County for any and all workers' compensation claims. Policy will include waiver of subrogation endorsement in favor of Shelby County Government.
 - iv) Business Automobile Liability Insurance - minimum limit of \$1,000,000.00 each accident for property damage and bodily injury. Coverage is to be provided on all owned/leased, hired and non-owned autos. Shelby County Government, its elected officials, appointees and employees will be named as additional insureds.
- c. SERVICE PROVIDER shall provide County with a current copy of the Certificate of Insurance at the time of contracting and shall maintain said insurance or self- 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
 County Attorney's Office, Contracts Administration
 Department 160 N. Main, Suite 950

Memphis, TN 38103

- d. Upon termination or cancellation of any claims-made insurance currently in effect under this Contract, the SERVICE PROVIDER shall purchase an extended reporting endorsement and furnish evidence of same to the County.
- e. Any coverage applying to COUNTY shall be considered primary and contributory regardless of any insurance or self-insurance the COUNTY may maintain.
- f. If the SERVICE PROVIDER maintains higher limits than the minimums shown above, the COUNTY requires and shall be entitled to coverage for the higher limits maintained by the SERVICE PROVIDER. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the COUNTY as additional insureds.
- g. Any insurance company of the Provider shall be admitted and authorized to do business in the State of Tennessee and shall carry a minimum rating assigned by A.M. Best & Company's Key Rating Guide of "A-" and a Financial Size Category of "X".

3.31 NOTICE

All notices, offers, acceptances, waivers, and other communications under this contract shall be in writing, and shall be deemed to have been both given and received when delivered to the party in person or, if mailed, when deposited in the U.S. Mails, by certified mail, postage pre-paid, with return receipt requested, to the party at the following address:

COUNTY: Shelby County (*Ryan White Program*)
160 N. Main St., Suite 250
Memphis, Tennessee 38103
Attn.: Jennifer Pepper, Administrator

and

Shelby County Government
Contract Administration
160 N. Main St., Suite 950
Memphis, Tennessee 38103

VENDOR: Alosa Health
419 Boylston Street
Boston, MA 00216
Attention: Cheryl Bartlett

or to such other address as any party, by notice to all others, may designate from time to time.

3.32 WAVIER OF PROPRIETARY INTEREST

Notwithstanding anything to the contrary contained herein or within any other document supplied to the COUNTY by the SERVICE PROVIDER, the SERVICE PROVIDER understands and acknowledges that the COUNTY is a governmental entity subject to the laws of the State of Tennessee and that any report, data or other information supplied to the COUNTY by the SERVICE 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.

IV. ADDITIONAL CONDITIONS

4.1 DATA SECURITY

SERVICE PROVIDER 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.

SERVICE PROVIDER shall apply all vendor-issued security updates for system hardware and software components maintained by the SERVICE PROVIDER within 30 days of issuance.

Upon notification by the COUNTY, the SERVICE PROVIDER 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 SERVICE PROVIDER 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 - SERVICE PROVIDER 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.

SERVICE PROVIDER 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. SERVICE PROVIDER 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 - SERVICE PROVIDER 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 SERVICE PROVIDER's actions.

- iii) Personally Identifiable Information (PII) - SERVICE PROVIDER 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.

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

**APPROVED AS TO FORM
AND LEGALITY:**

Contract Administration/
Assistant County Attorney

SHELBY COUNTY GOVERNMENT

Mark H. Luttrell, Jr., Mayor

ALSOA HEALTH

By: *Cheryl Bartlett*

Title: *CEO*

CORPORATE ACKNOWLEDGMENT

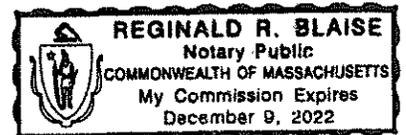
**STATE OF MASSACHUSETTS
COUNTY OF SUFFOLK**

Before me, the undersigned, a Notary Public, in and for the State and County aforesaid, personally appeared **CHERYL BARTLETT** with whom I am personally acquainted or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged himself/herself to be president or other officer authorized by appropriate Corporate action and/or Resolution to execute the preceding instrument of **ALSOA HEALTH** the within named bargainer, a corporation, and that she/he as such president or other officer executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself/herself as **CHERYL BARTLETT**.

WITNESS my hand and official seal at office this *25th* day of *October*, 2016.

Reginald R. Blaise
Notary Public

My Commission Expires: *Dec 09, 2022*





Safety Insurance

AUTO • HOME • BUSINESS

Safety Insurance Company

BUSINESSOWNERS DECLARATIONS

Policy Number	Policy Period From	To
BMA0010751	06/25/2016 12:01 A.M. Standard Time at the described location	06/25/2017

Transaction

Renewal Declarations

Named Insured and Mailing Address	Agent
ALOSA HEALTH INC 419 BOYLSTON ST STE 6 BOSTON MA 02116	ARONSON INS AGENCY INC 950 HIGHLAND AVE NEEDHAM MA 02494 Telephone: 617-965-3030 23100

Form of Business: CORPORATION Type of Business: MEDICAL OFFICES NOC

DESCRIBED PREMISES

LOC	BLDG	ADDRESS	AUTOMATIC INCREASE
001		419 BOYLSTON ST 6TH FLOOR BOSTON MA 02116	4%

PROPERTY

LOC	BLDG	COVERAGE	VALUATION	DEDUCTIBLE	LIMIT OF INSURANCE
001	001	Personal Property	Replacement Cost	\$ 1,000	\$ 13,683

Deductible shown above applies per any one occurrence

BUSINESS INCOME: Actual Loss Sustained Not Exceeding 12 Consecutive Months

LIABILITY AND MEDICAL EXPENSES

Except for Fire Legal Liability, each paid claim for the coverages listed reduces the amount of insurance we provide during the applicable annual period. Please refer to Paragraph D.4. of the Businessowners Liability Coverage Form.

BUSINESS LIABILITY COVERAGE	LIMITS OF INSURANCE
Liability	\$ 1,000,000 Per Occurrence
Medical Expenses	\$ 10,000 Per Person
Fire Legal Liability	\$ 500,000 Any one Fire/Explosion

ADDITIONAL COVERAGES

Some property coverages are subject to deductibles specified in the policy forms.

Optional Property Coverage Description	Limits of Insurance
LOC BLDG DESCRIBED COVERAGES	
001 001 Computer Coverage	\$ 30,000
Enhancement Endorsement	

Optional Liability Coverage Description	Limits of Insurance
Non-Owned Auto Liability	\$ 1,000,000
Hired Auto Liability	\$ 1,000,000

CHANGE IN PREMIUM: \$ TOTAL PREMIUM: \$ 500

MORTGAGEES/LOSS PAYEES/ADDITIONAL INSURED

LOC	BLDG	TYPE	POLICY INTERESTS
001	001	Loss Payee	CIT TECHNOLOGY FINANCING SERVICES INC PO BOX 550599 JACKSONVILLE FL 32255



Safety Insurance

AUTO • HOME • BUSINESS

Safety Insurance Company

BUSINESSOWNERS DECLARATIONS

Policy Number	Policy Period	
	From	To
BMA0010751	06/25/2016 12:01 A.M. Standard Time at the described location	06/25/2017

Transaction	
Renewal Declarations	
Named Insured and Mailing Address	Agent
ALOSA HEALTH INC 419 BOYLSTON ST STE 6 BOSTON MA 02116	ARONSON INS AGENCY INC 950 HIGHLAND AVE NEEDHAM MA 02494 Telephone: 617-965-3030 23100

FORMS AND ENDORSEMENTS SCHEDULE

Coverage line	Form Number	Ed. Date	Description
Businessowners	BP0417	(01/96)	Employment Related Practices Exclusion
Businessowners	BP0108	(03/98)	Massachusetts Changes
Businessowners	BP0439	(01/96)	Abuse or Molestation Exclusion
Businessowners	BP0009	(01/97)	Businessowners Common Policy Conditions
Businessowners	BP0404	(01/96)	Hired Auto and Non-Owned Auto Liability
Businessowners	SB0002	(11/99)	Businessowners Special Prop. Cov. Form
Businessowners	SB0006	(11/99)	Businessowners Liability Coverage Form
Businessowners	SB0518	(04/07)	Asbestos or Other Respirable Dust Excl.
Businessowners	IL0003	(04/98)	Calculation of Premium
Businessowners	SB0517	(04/07)	Silica or Silica-Related Dust Excl.
Businessowners	BP1004	(04/98)	Excl of Certain Computer-Related Losses
Businessowners	SB0542	(02/16)	Excl Pun Damage Related to Act of Terror
Businessowners	BP1005	(04/98)	Excl-Year 2000 Computer Related Losses
Businessowners	SB0514	(05/04)	War Liability Exclusion
Businessowners	BP1203	(06/89)	Loss Payable Provisions
Businessowners	SB0576	(06/07)	Limited Fungi or Bacteria Cov.(Property)
Businessowners	SBM001	(06/01)	Equipment Breakdown Endorsement
Businessowners	SB0577	(11/02)	Fungi or Bacteria Exclusion
Businessowners	STN110	(02/16)	Notice of Terrorism Insurance Coverage
Businessowners	SE0001	(10/11)	Safety Enhancement Endorsement
Businessowners	SB0538	(02/16)	Excl Acts of Terrorism Outside the US Premium has been waived for this coverage.
Businessowners	BP0419	(06/89)	Amend-Liquor Liab. Exclusion (Exception)

Countersigned By: _____

3. A. Workers Compensation Insurance: Part one of the policy applies to the Workers Compensation Law of the states listed here: MA

B. Employers Liability Insurance: Part Two of the policy applies to work in each state listed in Item 3.A. The limits of our liability under Part Two are:

Bodily injury by Accident	\$100,000	each accident
Bodily injury by Disease	\$500,000	policy limit
Bodily injury by Disease	\$100,000	each employee

C. Other States Insurance: Part Three of the policy applies to the states, if any, listed here:

ALL STATES EXCEPT ND, OH, WA, WY, US TERRITORIES, AND STATES DESIGNATED IN ITEM 3.A. OF THE INFORMATION PAGE.

D. This policy includes these endorsements and schedule:

WC 00 04 22B WC 20 03 03D WC 99 03 00D WC 00 04 14 WC 20 03 01
 WC 20 03 02A WC 20 04 01 WC 20 04 05 WC 20 06 01A

4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.

Classifications Code Number and Description	Premium Basis Total Estimated Annual Remuneration	Rates Per \$100 of Remuneration	Estimated Annual Premium
8810 CLERICAL OFFICE EMPLOYEES NOC	572,700	.08	458
LOSS CONSTANT			20
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM			458
EXPENSE CONSTANT (0900)			250
MASSACHUSETTS DIA ASSESSMENT 5.750 PERCENT			26
TERRORISM (9740)	572,700	.030	172
TOTAL ESTIMATED ANNUAL PREMIUM			926

Total Estimated Annual Premium:	\$926
Deposit Premium:	
Policy Minimum Premium:	\$182 MA

Interstate/Intrastate Identification Number:

Labor Contractors Policy Number:

NAICS: 813910
 SIC: 8611
 UIN:
 NO. OF EMP: 000003

GRATUITY DISCLOSURE FORM

Shelby County Ethics Commission

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

1. NAME

Orenji Bartlett / Alosa Health

2. DATE OF GRATUITY

N/A

3. NATURE AND PURPOSE OF THE GRATUITY

N/A

4. NAME OF THE OFFICIAL, EMPLOYEE, APPOINTEE, OR FAMILY MEMBER WHO RECEIVED THE GRATUITY

N/A

5. NAME OF THE PERSON OR ENTITY THAT PROVIDED THE GRATUITY

N/A

6. ADDRESS OF THE PERSON OR ENTITY THAT PROVIDED THE GRATUITY

N/A



7. DESCRIPTION OF THE GRATUITY

N/A

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

N/A

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


Signature

10/24/16
Date

Cheryl Bartlett
Print Name

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

**PRE-EXPOSURE PROPHYLAXIS (PrEP) SERVICES FOR HIV PREVENTION
SERVICE PROVIDER CONTRACT**

This contract (the "Contract") is entered into this _____ day of _____, 2016, by and between SHELBY COUNTY GOVERNMENT, hereinafter referred to as "COUNTY" and MEMPHIS CENTER FOR REPRODUCTIVE HEALTH, 1726 Poplar Avenue, Memphis, TN 38104, hereinafter referred to as "SERVICE PROVIDER".

WITNESSETH

WHEREAS, the COUNTY has the need for the provision of professional services to increase awareness of and access to pre-exposure prophylaxis (PrEP) for the prevention of Human Immunodeficiency Virus (HIV); and

WHEREAS, the COUNTY issued a Request for Proposals ("RFP") Number 16-005-76, Pre-Exposure Prophylaxis (PrEP) Services for HIV Prevention, on July 5, 2016, and SERVICE PROVIDER responded to said RFP on August 3, 2016; and

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

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

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

I. SCOPE OF WORK

- 1.1 This contract is for the provision of professional services to be performed by the SERVICE PROVIDER. The parties hereby agree that The COUNTY shall have no liability or obligation to SERVICE PROVIDER or any other person or entity with regard to any obligation not specifically permitted under the terms of the Contract and/or applicable law.
- 1.2 The COUNTY is designated by the State of Tennessee Department of Health as the Lead Agency to receive these grant funds for the provision of HIV Prevention Pre-Exposure Prophylaxis (PrEP) services, as more fully described in the contract with the State of Tennessee, attached hereto as Exhibit A and fully incorporated by reference, as if stated herein verbatim.
- 1.3 The SERVICE PROVIDER agrees to:
 - (a) aid primary care practitioners and safety net providers with the prescribing of and ongoing clinical support of PrEP by:
 - i) answering provider questions about PrEP,
 - ii) providing professional support to PrEP providers,
 - iii) assisting PrEP providers with patient assistance program paperwork,

- iv) connecting PrEP providers to PrEP Navigation and augmented lab services, and
- (b) identify primary care practitioners and safety net providers who are already familiar with, and willing to prescribe, PrEP as Practice Site Champions.

1.4 The SERVICE PROVIDER agrees that at least one representative of the SERVICE PROVIDER will attend four (4) quarterly service provider meetings as scheduled by the COUNTY.

II. TERM AND COMPENSATION

2.1 This Contract shall become effective upon the date of the last signature of the parties hereto and continue through September 29, 2017 with the option to renew for three (3) additional one year periods with the same terms and conditions and 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 SERVICE PROVIDER must be prepared to begin immediately upon receipt of a fully executed contract and written "Notice to Proceed" from the COUNTY.

2.2 The COUNTY agrees to compensate the SERVICE PROVIDER *ONE HUNDRED THOUSAND AND 00/100 DOLLARS (\$100,000.00)* for the provision of the Services during the applicable grant period, as outlined in the budget attached hereto as Exhibit B. In no event shall COUNTY be responsible for services rendered outside the scope of the Program and Fiscal Guidance.

COUNTY may amend SERVICE PROVIDER'S Program and Fiscal Guidance, as necessary, to increase and/or eliminate the service categories and the compensation amount for the provision of services during the term of the Contract.

In any event, the sum total of the Contract shall not exceed *ONE HUNDRED AND SEVENTY-FIVE THOUSAND AND 00/100 DOLLARS (\$175,000.00)* during the term of this Contract which shall include all reimbursable expenses.

2.3 A monthly invoice of expenses, provided in Exhibit C shall be submitted to the COUNTY by the fifth (5th) working day of each month for reimbursement of actual expenses incurred from the prior month. The COUNTY shall pay such invoices within thirty (30) days of its receipt and approval of said invoices, providing timely receipt of reimbursement request, supporting documentation and continued appropriation of funds from the Tennessee Department of Health. The COUNTY is not obligated to pay, and will withhold from payment, any amounts the COUNTY has in dispute with the SERVICE PROVIDER based on SERVICE PROVIDER'S non-performance or negligent performance of any of the Services under this Contract.

2.4 All expenditures by the SERVICE PROVIDER hereunder must adhere to the line items contained in the SERVICE PROVIDER'S Contract. No budget revisions may be made without prior written approval of the COUNTY. The final expenditure report is due no more than 25 days following the end of the SERVICE PROVIDER Contract period on forms to be provided and approved by

the COUNTY. The COUNTY will not be responsible for payment of claims later than the 25 days required for the final expenditure reports.

- 2.5 SERVICE 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 SERVICE PROVIDER be entitled to receive payments for contract fees and expenses incurred in violation of this provision.

III. GENERAL CONDITIONS

3.1 CONTROL

All Services by the SERVICE 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. Neither SERVICE PROVIDER nor COUNTY nor any of their respective agents or employees shall control or have any right to control the manner and means by which the other party carries out its obligations under this Agreement, nor shall either party, its respective agents or employees, be liable to third parties for any act or omission of the other party.

3.2 SERVICE PROVIDER'S PERSONNEL

The SERVICE 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 SERVICE PROVIDER. All efforts will be made by both parties to work cooperatively with each other and their personnel to develop corrective action plan(s) to address and correct unsatisfactory performance. If no improvement in performance after a reasonable length of time of corrective action plan implementation, then COUNTY may request removal of said SERVICE PROVIDER employee. Upon such request, SERVICE PROVIDER shall promptly replace such employee(s) with substitute employee(s) having appropriate skills and training.

The SERVICE PROVIDER and the COUNTY certify, by signing this Contract to the best of each party's respective knowledge that it, its principals, officers, directors and other officials:

- (a) Are not presently disbarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal or State department or agency;
- (b) Have not within the past three years preceding this Contract been convicted of, or has had a civil judgment rendered against it (or its officers) for the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or Service Provider Contract/contract under a public transaction; violation of a Federal or State antitrust statute or the commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving

stolen property;

- (c) Have not within the past three years preceding this Contract award, application and/or proposal had a publicly (Federal, State, or local) funded contract terminated for cause of default.

3.3 INDEPENDENT STATUS

- a. Nothing in this Contract shall be deemed to represent that the SERVICE PROVIDER, or any of the SERVICE PROVIDER's employees or agents, are the agents, representatives, or employees of the COUNTY. The SERVICE PROVIDER is an independent contractor. Anything in this Contract which may appear to give the COUNTY the right to direct the SERVICE PROVIDER as to the details of the performance of the Services under this Contract or to exercise a measure of control over the SERVICE PROVIDER is solely for purposes of compliance with local, state and federal regulations and means that the SERVICE PROVIDER will follow the desires of the COUNTY only as to the intended results of the scope of this Contract. Nothing in this Agreement shall be construed to create the relationship of employer and employee, or principal and agent, or any relationship other than that of independent parties contracting with each other solely for the purposes of carrying out the terms of this Agreement.
- b. It is further expressly agreed and understood by SERVICE PROVIDER that neither it nor its employees or agents are entitled to any benefits which normally accrue to employees of the COUNTY; that SERVICE 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 SERVICE PROVIDER for the Services performed shall be on the SERVICE PROVIDER's letterhead.

3.4 REPORTS

SERVICE PROVIDER shall prepare and submit quarterly reports of its activities, funded under this Contract, to the originating department. The reports shall include the items outlined in Exhibit C. Any such reports provided to the COUNTY shall be prepared with the understanding that the COUNTY may make such reports available to the public. The quarterly reports and all books of account and financial records that are specific to the work performed in accordance with this Contract may be subject to audit by the Director of the Division of Administration and Finance of the COUNTY. The COUNTY shall have the right to withhold future disbursement of funds under this Contract and any future Contracts until this provision has been met.

3.5 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 SERVICE 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) SERVICE PROVIDER has subcontracted, assigned, delegated, transferred its rights, obligations or interests under this Contract without the COUNTY's consent or approval; or
 - (iii) SERVICE 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 SERVICE 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 SERVICE PROVIDER for SERVICE PROVIDER's failure to provide the Services specified under this Contract.
 - c. This Contract may be terminated by the COUNTY without cause, breach or penalty by giving thirty (30) days written notice to the other party. In the event of such termination, the SERVICE PROVIDER shall be paid for all Services rendered prior to the Termination Date, provided the SERVICE PROVIDER shall have delivered to COUNTY such statements, accounts, reports and other materials as required under this Contract; however, SERVICE PROVIDER shall not be compensated for any anticipatory profits that have not been earned as of the date of the Termination Date.
 - d. Notwithstanding the above or any section herein to the contrary, SERVICE 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 SUBGRANTEE and the COUNTY may withhold any payments to SERVICE PROVIDER for the purpose of setoff until such time as the exact amount of damages due the COUNTY from SERVICE PROVIDER is determined.

3.6 COMPENSATION FOR CORRECTIONS

No compensation shall be due or payable to SERVICE PROVIDER pursuant to this Contract for any SERVICE PROVIDER's Services performed by the SERVICE 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 SERVICE PROVIDER to properly fulfill any of his obligations as set forth in this Contract.

3.7 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 SERVICE PROVIDER from performance of the Services under this Contract. The COUNTY shall not be responsible for the fulfillment of the SERVICE PROVIDER's obligations to its transferors or subcontractors.

- b. If such subcontracts are approved by the COUNTY, they shall contain, at a minimum, sections of this Service Provider Contract pertaining to Conflicts of Interest, Lobbying, Nondiscrimination, Public Accountability, and Public Notice. Notwithstanding any use of approved subcontractors, the SERVICE PROVIDER shall be the prime contractor and shall be fully and completely responsible for all work performed.
- c. 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.

3.8 CONFLICT OF INTEREST

- a. The SERVICE 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 SERVICE 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 SERVICE PROVIDER in connection with any work contemplated or performed relative to this Contract. Further, no funds hereunder may be contributed to the election campaign of any candidate running for elected office or to influence the outcome of any local, state or federal election.
- b. The SERVICE PROVIDER warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the SERVICE PROVIDER in connection with any work contemplated or performed relative to this Contract.

3.9 CONTINGENT FEES

The SERVICE PROVIDER warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the SERVICE 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 SERVICE 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.

3.10 EMPLOYMENT OF COUNTY WORKERS

The SERVICE 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.

3.11 ACCESS TO RECORDS

- a. Subject to all applicable laws concerning confidentiality of such data or records, during all phases of the work and Services to be provided hereunder, SERVICE PROVIDER agrees to permit duly authorized agents and employees of the COUNTY to enter SERVICE PROVIDER's offices for the purpose of inspections, reviews and audits of data and records maintained on patients who receive services under this Contract, upon reasonable notice during normal working hours. Reviews may also be accomplished at meetings that are arranged at mutually agreeable times and places. The SERVICE 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 five (5) 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. COUNTY agrees to pay reasonable cost to SERVICE PROVIDER for providing copies.
- b. The SERVICE PROVIDER and any approved subcontractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the SERVICE PROVIDER and any approved subcontractor, insofar as they relate to work performed or money received under this Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The SERVICE PROVIDER's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

The records shall be maintained in accordance with Governmental Accounting Standards Board (GASB) Accounting Standards or the Financial Accounting Standards Board (FASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.

In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

Expenditures shall be made in accordance with local government purchasing policies and procedures and purchasing procedures for local governments authorized under state

law.

The SERVICE PROVIDER shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.

The SERVICE PROVIDER shall establish a system of internal controls that utilize the COSO Internal Control - Integrated Framework model as the basic foundation for the internal control system. The SERVICE PROVIDER shall incorporate any additional Comptroller of the Treasury directives into its internal control system.

Any other required records or reports which are not contemplated in the above standards shall follow the format designated by the head of the Grantor State Agency, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.

3.12 DISPUTE RESOLUTION

Any dispute concerning a question of fact in connection with the work not disposed of by agreement between the SERVICE 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.

3.13 RESPONSIBILITIES FOR CLAIMS AND LIABILITIES

- a. SERVICE 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 SERVICE PROVIDER its subcontractors, agents, employees or assigns. SERVICE PROVIDER is governed by the terms of the Tennessee Governmental Tort Liability Act, T.C.A. 29-20- 101 et seq. (“GTLA”), which limits the liability of SERVICE PROVIDER. The parties agree that SERVICE PROVIDER’s indemnification, if any, is limited to the maximum amount of liability established by the GTLA. This indemnification shall survive the termination or conclusion of this Contract.
- b. SERVICE PROVIDER expressly understands and agrees that any insurance protection required by this Contract or otherwise provided by the SERVICE 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 SERVICE 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 SERVICE 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 SERVICE PROVIDER as a result of or relating to performance of the Services under this Contract.
- e. SERVICE PROVIDER shall immediately notify the COUNTY of any claim or suit made or filed against SERVICE PROVIDER or its subcontractors regarding any matter resulting from or relating to SERVICE PROVIDER's performance of the Services under this Contract and will cooperate, assist and consult with the COUNTY in the defense or investigation thereof.

3.14 GENERAL COMPLIANCE WITH LAWS

- a. The SERVICE 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 SERVICE 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 SERVICE 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.

3.15 NON-DISCRIMINATION

The SERVICE 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 SERVICE 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 SERVICE 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.

Any recipient entity shall be subject to the requirements of Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d et seq., and regulations promulgated pursuant thereto. It shall develop a Title VI implementation plan with participation by protected beneficiaries as may be required by such law or regulations. To the extent applicable, such plan shall include Title VI implementation plans sub-recipients of federal funds through the entity. The SERVICE PROVIDER shall produce the plan upon request of the COUNTY. Failure to provide same shall constitute a material breach of contract.

3.16 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.

3.17 AMENDMENT

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

3.18 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.

3.19 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.

3.20 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.

3.21 SUBJECT TO FUNDING

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

3.22 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. Reimbursement to the SERVICE PROVIDER for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.

3.23 NON-LIABILITY FOR CONTRACTOR EMPLOYEE TAXES

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

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

3.24 INCORPORATION OF OTHER DOCUMENTS

- a. SERVICE PROVIDER shall provide Services pursuant to this Contract in accordance with the terms and conditions set forth within the Shelby County Request for Proposals/Bids as well as the Response of SERVICE 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 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; followed by the Request for Proposals; and lastly, the Response to Request for Proposals.

3.25 CONTRACTING WITH LOCALLY OWNED SMALL BUSINESSES

The SERVICE 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.

3.26 RIGHT TO REQUEST REMOVAL OF SERVICE PROVIDER'S EMPLOYEES

The COUNTY may interview the personnel SERVICE PROVIDER assigns to COUNTY's work. All efforts will be made by both parties to work cooperatively with each other and their personnel to develop corrective action plan(s) to address and correct unsatisfactory performance. If no improvement in performance after a reasonable length of time of corrective action plan implementation, then COUNTY may request removal of said SERVICE PROVIDER employee. Upon such request, SERVICE PROVIDER shall promptly replace such employee(s) with substitute employee(s) having appropriate skills and training.

3.27 INCORPORATION OF WHEREAS CLAUSES

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

3.28 DISCLOSURE OF REPORTS, DATA OR OTHER INFORMATION

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

3.29 ORGANIZATION STATUS AND AUTHORITY

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

3.30 INSURANCE REQUIREMENTS

- a. The SERVICE 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 SERVICE PROVIDER's operations under the Contract, whether such operations are performed by itself or by any SERVICE PROVIDER or by anyone directly or indirectly employed by any of them, or by anyone for whose acts the SERVICE PROVIDER or SERVICE PROVIDER 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 and employees will be named as additional insureds. The SERVICE PROVIDER will maintain throughout the life of this Contract insurance, through insurers rated A- or better by A.M. Best, in the following minimum requirements. All policies will provide for thirty (30) days written notice to COUNTY of cancellation or material change in coverage provided. If policy terms and conditions do not allow for notice COUNTY, SERVICE PROVIDER will immediately notify COUNTY and provide evidence or replacement coverage with no lapse.
 - i) Errors and Omissions/or Professional Liability coverage with limits of \$1,000,000.00 per occurrence/\$3,000,000.00 annual aggregate, indicating if coverage is on occurrence basis or claims made.
 - ii) Commercial General Liability coverage with minimum limits of

\$1,000,000.00 per occurrence bodily injury and property damage/
\$1,000,000.00 personal and advertising injury/\$2,000,000.00 general
aggregate coverage, \$2,000,000.00 annual aggregate products/completed
operations, indicating whether coverage provided on a claims-made or on an
occurrence basis. Shelby County Government, its elected officials, appointees
and employees will be named as additional insureds. The insurance shall
include coverage for the
following:

- a. Premises/Operations;
 - b. Products/Completed Operations;
 - c. Contractual Liability;
 - d. Independent Contractors;
 - e. Personal and Advertising Injury.
 - f. Assault and Battery
 - g. Sexual Molestation
- iii) Workers Compensation and Employers' Liability Insurance – Workers' compensation statutory limits as required by Tennessee. This policy should include Employers' Liability coverage for \$1,000,000.00 each accident; \$500,000 - Disease - each employee; and Disease - \$500,000 policy limit. Contractor/provider waives its right of subrogation against Shelby County for any and all workers' compensation claims. Policy will include waiver of subrogation endorsement in favor of Shelby County Government.
- iv) Business Automobile Liability Insurance - minimum limit of \$1,000,000.00 each accident for property damage and bodily injury. Coverage is to be provided on all owned/leased, hired and non-owned autos. Shelby County Government, its elected officials, appointees and employees will be named as additional insureds.
- c. SERVICE PROVIDER shall provide County with a current copy of the Certificate of Insurance at the time of contracting and shall maintain said insurance or self- 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
County Attorney's Office, Contracts Administration
Department 160 N. Main, Suite 950
Memphis, TN 38103
- d. Upon termination or cancellation of any claims-made insurance currently in effect under this Contract, the SERVICE PROVIDER shall purchase an extended reporting endorsement and furnish evidence of same to the County.

- e. Any coverage applying to COUNTY shall be considered primary and contributory regardless of any insurance or self-insurance the COUNTY may maintain.
- f. If the SERVICE PROVIDER maintains higher limits than the minimums shown above, the COUNTY requires and shall be entitled to coverage for the higher limits maintained by the SERVICE PROVIDER. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the COUNTY as additional insureds.
- g. Any insurance company of the Provider shall be admitted and authorized to do business in the State of Tennessee and shall carry a minimum rating assigned by A.M. Best & Company's Key Rating Guide of "A-" and a Financial Size Category of "X".

3.31 NOTICE

All notices, offers, acceptances, waivers, and other communications under this contract shall be in writing, and shall be deemed to have been both given and received when delivered to the party in person or, if mailed, when deposited in the U.S. Mails, by certified mail, postage pre-paid, with return receipt requested, to the party at the following address:

COUNTY: Shelby County (*Ryan White Program*)
 160 N. Main St., Suite 250
 Memphis, Tennessee 38103
 Attn.: Jennifer Pepper, Administrator

and

Shelby County Government
 Contract Administration
 160 N. Main St., Suite 950
 Memphis, Tennessee 38103

VENDOR: Memphis Center for Reproductive Health
 1726 Poplar Avenue
 Memphis, TN 38104
 Attn: Rebecca Terrell, Executive Director

or to such other address as any party, by notice to all others, may designate from time to time.

3.32 WAVIER OF PROPRIETARY INTEREST

Notwithstanding anything to the contrary contained herein or within any other document supplied to the COUNTY by the SERVICE PROVIDER, the SERVICE PROVIDER understands and acknowledges that the COUNTY is a governmental entity subject to the laws of the State of Tennessee and that any report, data or other information supplied to the

COUNTY by the SERVICE 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.

IV. ADDITIONAL CONDITIONS

4.1 DATA SECURITY

SERVICE PROVIDER 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.

SERVICE PROVIDER shall apply all vendor-issued security updates for system hardware and software components maintained by the SERVICE PROVIDER within 30 days of issuance.

Upon notification by the COUNTY, the SERVICE PROVIDER 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 SERVICE PROVIDER 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 - SERVICE PROVIDER 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. SERVICE PROVIDER 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. SERVICE PROVIDER 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 - SERVICE PROVIDER 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 SERVICE PROVIDER's actions.

- iii) Personally Identifiable Information (PII) - SERVICE PROVIDER 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.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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

**APPROVED AS TO FORM
AND LEGALITY:**

Contract Administration/
Assistant County Attorney

SHELBY COUNTY GOVERNMENT

Mark H. Luttrell, Jr., Mayor

MEMPHIS CENTER FOR REPRODUCTIVE HEALTH

By: [Signature]

Title: Executive Director

CORPORATE ACKNOWLEDGMENT

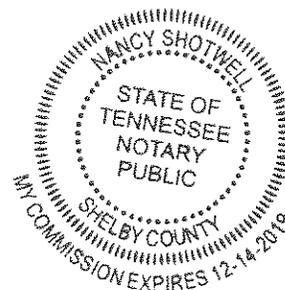
**STATE OF TENNESSEE
COUNTY OF SHELBY**

Before me, the undersigned, a Notary Public, in and for the State and County aforesaid, personally appeared **REBECCA TERRELL** with whom I am personally acquainted or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged himself/herself to be president or other officer authorized by appropriate Corporate action and/or Resolution to execute the preceding instrument of **MEMPHIS CENTER FOR REPRODUCTIVE HEALTH** the within named bargainer, a corporation, and that she/he as such president or other officer executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself/herself as **REBECCA TERRELL**.

WITNESS my hand and official seal at office this 14 day of October, 2016.

[Signature]
Notary Public

My Commission Expires: 12/14/2019





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/14/2016

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

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

PRODUCER Page Chaffin and Riggins 8122 Walnut Run Cordova TN 38018 INSURED Memphis Center For Reproductive Health 1726 Poplar Avenue Rebecca Terrell Memphis TN 38112		CONTACT NAME: Vicki Black PHONE (A/C, No, Ext): (901) 755-5526 FAX (A/C, No): (901) 755-5506 E-MAIL ADDRESS: vicki@pcrins.com INSURER(S) AFFORDING COVERAGE NAIC # INSURER A: AR4 - Western World Insurance INSURER B: Markel Amercian Insurance Company 38932F INSURER C: BUI - Evanston Insurance INSURER D: Philadelphia Insurance Company INSURER E: INSURER F:	
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COVERAGES **CERTIFICATE NUMBER: 2016-2017** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
<input checked="" type="checkbox"/>	COMMERCIAL GENERAL LIABILITY					EACH OCCURRENCE \$ 1,000,000
A	CLAIMS MADE <input checked="" type="checkbox"/> OCCUR		NPP8331542	2/10/2016	2/10/2017	DAMAGE TO RENTED PREMISES (Ea. occurrence) \$ Excluded
	GEN'L AGGREGATE LIMIT APPLIES PER					MED EXP (Any one person) \$ Excluded
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					PERSONAL & ADV INJURY \$ Excluded
	OTHER					GENERAL AGGREGATE \$ 2,000,000
						PRODUCTS - COMP/OP AGG \$ Excluded
						TOT \$
A	AUTOMOBILE LIABILITY		NPP8331542	02/10/2016	02/10/2017	COMBINED SINGLE LIMIT (Ea. accident) \$ 1,000,000
	ANY AUTO					BODILY INJURY (Per person) \$
	ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident) \$
						\$
	UMBRELLA LIAB	<input type="checkbox"/> OCCUR				EACH OCCURRENCE \$
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$
	DED	RETENTION \$				\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					PER STATUTE
B	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	MWC004473004	1/30/2016	1/30/2017	OTH. ER
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				E.L. EACH ACCIDENT \$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liability		SM911759	1/14/2016	1/14/2017	\$1,000,000 Limit
D	Directors & Officers		PHSD1104507	01/31/2016	01/31/2017	\$,000,000 Limit

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Project RFP #16-005-76 PrEP Services for HIV Prevention (Project PrIDE) in favor of Shelby County Government, Ryan White Program, 160 North Man, Suite 250, Memphis, TN 38103.

CERTIFICATE HOLDER Jennifer.Pepper@shelbycount Shelby County Government %Ryan White Program Jennifer Marshall Pepper 160 N Main Suite 250 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. AUTHORIZED REPRESENTATIVE Kirk Riggins/VB
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GRATUITY DISCLOSURE FORM

Shelby County Ethics Commission

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

1. **NAME**

Rebecca Terrell for Memphis Center for Reproductive Health

2. **DATE OF GRATUITY**

none

3. **NATURE AND PURPOSE OF THE GRATUITY**

N/A

4. **NAME OF THE OFFICIAL, EMPLOYEE, APPOINTEE, OR FAMILY MEMBER WHO RECEIVED THE GRATUITY**

N/A

5. **NAME OF THE PERSON OR ENTITY THAT PROVIDED THE GRATUITY**

N/A

6. **ADDRESS OF THE PERSON OR ENTITY THAT PROVIDED THE GRATUITY**

N/A



7. DESCRIPTION OF THE GRATUITY

none

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

N/A

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


Signature

~~undefined~~ Oct. 10, 2014
Date

Rebecca Terrell
Print Name

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

**PRE-EXPOSURE PROPHYLAXIS (PrEP) SERVICES FOR HIV PREVENTION
SERVICE PROVIDER CONTRACT**

This contract (the "Contract") is entered into this _____ day of _____, 2016, by and between SHELBY COUNTY GOVERNMENT, hereinafter referred to as "COUNTY" and FRIENDS FOR LIFE CORPORATION, 43 N. Cleveland, Memphis, TN 38104, hereinafter referred to as "SERVICE PROVIDER".

WITNESSETH

WHEREAS, the COUNTY has the need for the provision of professional services to increase awareness of and access to pre-exposure prophylaxis (PrEP) for the prevention of Human Immunodeficiency Virus (HIV); and

WHEREAS, the COUNTY issued a Request for Proposals ("RFP") Number 16-005-76, Pre-Exposure Prophylaxis (PrEP) Services for HIV Prevention, on July 5, 2016, and SERVICE PROVIDER responded to said RFP on August 3, 2016; and

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

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

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

I. SCOPE OF WORK

- 1.1 This contract is for the provision of professional services to be performed by the SERVICE PROVIDER. The parties hereby agree that The COUNTY shall have no liability or obligation to SERVICE PROVIDER or any other person or entity with regard to any obligation not specifically permitted under the terms of the Contract and/or applicable law.
- 1.2 The COUNTY is designated by the State of Tennessee Department of Health as the Lead Agency to receive these grant funds for the provision of HIV Prevention Pre-Exposure Prophylaxis (PrEP) services, as more fully described in the contract with the State of Tennessee, attached hereto as Exhibit A and fully incorporated by reference, as if stated herein verbatim.
- 1.3 The SERVICE PROVIDER agrees to:
 - (a) provide information and materials about PrEP and PrEP-related services to at least twenty (20) new, pre-PrEP clients each month;
 - (b) provide, for the first one hundred eighty (180) days after successful prescription and administration of PrEP, the below noted navigation services to an ongoing case load of

at least twenty (20) clients each month:

- (i) adherence support, including follow-up discussions of any barriers that that clients may face in continuing to accessing and taking PrEP,
- (ii) personalized assessments of the clients' ability to pay for PrEP, including individual insurance status and income assessments,
- (iii) referral to necessary medical services in order to maintain PrEP,
- (iv) support regarding selection of, and scheduling with, appropriate PrEP providers, and

(c) document the number of meetings that are scheduled with ongoing clients, as well as any challenges that clients may face with regard to adherence.

1.4 The SERVICE PROVIDER agrees that at least one representative of the SERVICE PROVIDER will attend four (4) quarterly service provider meetings as scheduled by the COUNTY.

II. TERM AND COMPENSATION

2.1 This Contract shall become effective upon the date of the last signature of the parties hereto and continue through September 29, 2017 with the option to renew for three (3) additional one year periods with the same terms and conditions and 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 SERVICE PROVIDER must be prepared to begin immediately upon receipt of a fully executed contract and written "Notice to Proceed" from the COUNTY.

2.2 The COUNTY agrees to compensate the SERVICE PROVIDER *SEVENTY-SIX THOUSAND AND 00/100 DOLLARS (\$76,000.00)* for the provision of the Services during the applicable grant period, as outlined in the budget attached hereto as Exhibit B. In no event shall COUNTY be responsible for services rendered outside the scope of the Program and Fiscal Guidance.

COUNTY may amend SERVICE PROVIDER'S Program and Fiscal Guidance, as necessary, to increase and/or eliminate the service categories and the compensation amount for the provision of services during the term of the Contract.

In any event, the sum total of the Contract shall not exceed *ONE HUNDRED FIFTY TWO THOUSAND AND 00/100 DOLLARS (\$152,000.00)* during the term of this Contract which shall include all reimbursable expenses.

2.3 A monthly invoice of expenses, provided in Exhibit C shall be submitted to the COUNTY by the fifth (5th) working day of each month for reimbursement of actual expenses incurred from the prior month. The COUNTY shall pay such invoices within thirty (30) days of its receipt and

approval of said invoices, providing timely receipt of reimbursement request, supporting documentation and continued appropriation of funds from the Tennessee Department of Health. The COUNTY is not obligated to pay, and will withhold from payment, any amounts the COUNTY has in dispute with the SERVICE PROVIDER based on SERVICE PROVIDER'S non-performance or negligent performance of any of the Services under this Contract.

- 2.4 All expenditures by the SERVICE PROVIDER hereunder must adhere to the line items contained in the SERVICE PROVIDER'S Contract. No budget revisions may be made without prior written approval of the COUNTY. The final expenditure report is due no more than 25 days following the end of the SERVICE PROVIDER Contract period on forms to be provided and approved by the COUNTY. The COUNTY will not be responsible for payment of claims later than the 25 days required for the final expenditure reports.
- 2.5 SERVICE 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 SERVICE PROVIDER be entitled to receive payments for contract fees and expenses incurred in violation of this provision.

III. GENERAL CONDITIONS

3.1 CONTROL

All Services by the SERVICE 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. Neither SERVICE PROVIDER nor COUNTY nor any of their respective agents or employees shall control or have any right to control the manner and means by which the other party carries out its obligations under this Agreement, nor shall either party, its respective agents or employees, be liable to third parties for any act or omission of the other party.

3.2 SERVICE PROVIDER'S PERSONNEL

The SERVICE 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 SERVICE PROVIDER. All efforts will be made by both parties to work cooperatively with each other and their personnel to develop corrective action plan(s) to address and correct unsatisfactory performance. If no improvement in performance after a reasonable length of time of corrective action plan implementation, then COUNTY may request removal of said SERVICE PROVIDER employee. Upon such request, SERVICE PROVIDER shall promptly replace such employee(s) with substitute employee(s) having appropriate skills and training.

The SERVICE PROVIDER and the COUNTY certify, by signing this Contract to the best of each party's respective knowledge that it, its principals, officers, directors and other officials:

- (a) Are not presently disbarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal or State department or agency;
- (b) Have not within the past three years preceding this Contract been convicted of, or has had a civil judgment rendered against it (or its officers) for the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or Service Provider Contract/contract under a public transaction; violation of a Federal or State antitrust statute or the commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
- (c) Have not within the past three years preceding this Contract award, application and/or proposal had a publicly (Federal, State, or local) funded contract terminated for cause of default.

3.3 INDEPENDENT STATUS

- a. Nothing in this Contract shall be deemed to represent that the SERVICE PROVIDER, or any of the SERVICE PROVIDER's employees or agents, are the agents, representatives, or employees of the COUNTY. The SERVICE PROVIDER is an independent contractor. Anything in this Contract which may appear to give the COUNTY the right to direct the SERVICE PROVIDER as to the details of the performance of the Services under this Contract or to exercise a measure of control over the SERVICE PROVIDER is solely for purposes of compliance with local, state and federal regulations and means that the SERVICE PROVIDER will follow the desires of the COUNTY only as to the intended results of the scope of this Contract. Nothing in this Agreement shall be construed to create the relationship of employer and employee, or principal and agent, or any relationship other than that of independent parties contracting with each other solely for the purposes of carrying out the terms of this Agreement.
- b. It is further expressly agreed and understood by SERVICE PROVIDER that neither it nor its employees or agents are entitled to any benefits which normally accrue to employees of the COUNTY; that SERVICE 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 SERVICE PROVIDER for the Services performed shall be on the SERVICE PROVIDER's letterhead.

3.4 REPORTS

SERVICE PROVIDER shall prepare and submit quarterly reports of its activities, funded under this Contract, to the originating department. The reports shall include the items outlined in Exhibit C. Any such reports provided to the COUNTY shall be prepared with the understanding that the COUNTY may make such reports available to the public. The quarterly reports and all

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

3.5 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 SERVICE 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) SERVICE PROVIDER has subcontracted, assigned, delegated, transferred its rights, obligations or interests under this Contract without the COUNTY's consent or approval; or
 - (iii) SERVICE 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 SERVICE 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 SERVICE PROVIDER for SERVICE PROVIDER's failure to provide the Services specified under this Contract.
- c. This Contract may be terminated by the COUNTY without cause, breach or penalty by giving thirty (30) days written notice to the other party. In the event of such termination, the SERVICE PROVIDER shall be paid for all Services rendered prior to the Termination Date, provided the SERVICE PROVIDER shall have delivered to COUNTY such statements, accounts, reports and other materials as required under this Contract; however, SERVICE PROVIDER shall not be compensated for any anticipatory profits that have not been earned as of the date of the Termination Date.
- d. Notwithstanding the above or any section herein to the contrary, SERVICE 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 SUBGRANTEE and the COUNTY may withhold any payments to SERVICE PROVIDER for the purpose of setoff until such time as the exact amount of damages due the COUNTY from SERVICE PROVIDER is determined.

3.6 COMPENSATION FOR CORRECTIONS

No compensation shall be due or payable to SERVICE PROVIDER pursuant to this Contract for any SERVICE PROVIDER's Services performed by the SERVICE 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 SERVICE PROVIDER to properly fulfill any of his obligations as set forth in this Contract.

3.7 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 SERVICE PROVIDER from performance of the Services under this Contract. The COUNTY shall not be responsible for the fulfillment of the SERVICE PROVIDER's obligations to its transferors or subcontractors.
- b. If such subcontracts are approved by the COUNTY, they shall contain, at a minimum, sections of this Service Provider Contract pertaining to Conflicts of Interest, Lobbying, Nondiscrimination, Public Accountability, and Public Notice. Notwithstanding any use of approved subcontractors, the SERVICE PROVIDER shall be the prime contractor and shall be fully and completely responsible for all work performed.
- c. 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.

3.8 CONFLICT OF INTEREST

- a. The SERVICE 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 SERVICE 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 SERVICE PROVIDER in connection with any work contemplated or performed relative to this Contract. Further, no funds hereunder may be contributed to the election campaign of any candidate running for elected office or to influence the outcome of any local, state or federal election.
- b. The SERVICE PROVIDER warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the SERVICE PROVIDER in connection with any work contemplated or performed relative to this Contract.

3.9 CONTINGENT FEES

The SERVICE PROVIDER warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the SERVICE 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 SERVICE 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.

3.10 EMPLOYMENT OF COUNTY WORKERS

The SERVICE 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.

3.11 ACCESS TO RECORDS

- a. Subject to all applicable laws concerning confidentiality of such data or records, during all phases of the work and Services to be provided hereunder, SERVICE PROVIDER agrees to permit duly authorized agents and employees of the COUNTY to enter SERVICE PROVIDER's offices for the purpose of inspections, reviews and audits of data and records maintained on patients who receive services under this Contract, upon reasonable notice during normal working hours. Reviews may also be accomplished at meetings that are arranged at mutually agreeable times and places. The SERVICE 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 five (5) 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. COUNTY agrees to pay reasonable cost to SERVICE PROVIDER for providing copies.
- b. The SERVICE PROVIDER and any approved subcontractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the SERVICE PROVIDER and any approved subcontractor, insofar as they relate to work performed or money received under this Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The SERVICE PROVIDER's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

The records shall be maintained in accordance with Governmental Accounting Standards Board (GASB) Accounting Standards or the Financial Accounting Standards

Board (FASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.

In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

Expenditures shall be made in accordance with local government purchasing policies and procedures and purchasing procedures for local governments authorized under state law.

The SERVICE PROVIDER shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.

The SERVICE PROVIDER shall establish a system of internal controls that utilize the COSO Internal Control - Integrated Framework model as the basic foundation for the internal control system. The SERVICE PROVIDER shall incorporate any additional Comptroller of the Treasury directives into its internal control system.

Any other required records or reports which are not contemplated in the above standards shall follow the format designated by the head of the Grantor State Agency, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.

3.12 DISPUTE RESOLUTION

Any dispute concerning a question of fact in connection with the work not disposed of by agreement between the SERVICE 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.

3.13 RESPONSIBILITIES FOR CLAIMS AND LIABILITIES

- a. SERVICE 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 SERVICE PROVIDER its subcontractors, agents, employees or assigns. SERVICE PROVIDER is governed by the terms of the Tennessee Governmental Tort Liability Act, T.C.A. 29-20- 101 et seq. ("GTLA"), which limits the liability of SERVICE PROVIDER. The parties agree that SERVICE PROVIDER's indemnification, if any, is limited to the maximum

amount of liability established by the GTLA. This indemnification shall survive the termination or conclusion of this Contract.

- b. SERVICE PROVIDER expressly understands and agrees that any insurance protection required by this Contract or otherwise provided by the SERVICE 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 SERVICE 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 SERVICE 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 SERVICE PROVIDER as a result of or relating to performance of the Services under this Contract.
- e. SERVICE PROVIDER shall immediately notify the COUNTY of any claim or suit made or filed against SERVICE PROVIDER or its subcontractors regarding any matter resulting from or relating to SERVICE PROVIDER's performance of the Services under this Contract and will cooperate, assist and consult with the COUNTY in the defense or investigation thereof.

3.14 GENERAL COMPLIANCE WITH LAWS

- a. The SERVICE 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 SERVICE 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 SERVICE 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.

3.15 NON-DISCRIMINATION

The SERVICE 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 SERVICE 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 SERVICE 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.

Any recipient entity shall be subject to the requirements of Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d et seq., and regulations promulgated pursuant thereto. It shall develop a Title VI implementation plan with participation by protected beneficiaries as may be required by such law or regulations. To the extent applicable, such plan shall include Title VI implementation plans sub-recipients of federal funds through the entity. The SERVICE PROVIDER shall produce the plan upon request of the COUNTY. Failure to provide same shall constitute a material breach of contract.

3.16 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.

3.17 AMENDMENT

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

3.18 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.

3.19 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.

3.20 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.

3.21 SUBJECT TO FUNDING

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

3.22 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. Reimbursement to the SERVICE PROVIDER for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.

3.23 NON-LIABILITY FOR CONTRACTOR EMPLOYEE TAXES

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

- a. Withholding FICA (Social Security) from SERVICE PROVIDER's payments;
- b. Making state or federal unemployment insurance contributions on behalf of

SERVICE PROVIDER or its personnel;

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

3.24 INCORPORATION OF OTHER DOCUMENTS

- a. SERVICE PROVIDER shall provide Services pursuant to this Contract in accordance with the terms and conditions set forth within the Shelby County Request for Proposals/Bids as well as the Response of SERVICE 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 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; followed by the Request for Proposals; and lastly, the Response to Request for Proposals.

3.25 CONTRACTING WITH LOCALLY OWNED SMALL BUSINESSES

The SERVICE 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.

3.26 RIGHT TO REQUEST REMOVAL OF SERVICE PROVIDER'S EMPLOYEES

The COUNTY may interview the personnel SERVICE PROVIDER assigns to COUNTY's work. All efforts will be made by both parties to work cooperatively with each other and their personnel to develop corrective action plan(s) to address and correct unsatisfactory performance. If no improvement in performance after a reasonable length of time of corrective action plan implementation, then COUNTY may request removal of said SERVICE PROVIDER employee. Upon such request, SERVICE PROVIDER shall promptly replace such employee(s) with substitute employee(s) having appropriate skills and training.

3.27 INCORPORATION OF WHEREAS CLAUSES

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

3.28 DISCLOSURE OF REPORTS, DATA OR OTHER INFORMATION

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

3.29 ORGANIZATION STATUS AND AUTHORITY

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

3.30 INSURANCE REQUIREMENTS

- a. The SERVICE 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 SERVICE PROVIDER's operations under the Contract, whether such operations are performed by itself or by any SERVICE PROVIDER or by anyone directly or indirectly employed by any of them, or by anyone for whose acts the SERVICE PROVIDER or SERVICE PROVIDER 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 and employees will be named as additional insureds. The SERVICE PROVIDER will maintain throughout the life of this Contract insurance, through insurers rated A- or better by A.M. Best, in the following minimum requirements. All policies will provide for thirty (30) days written notice to COUNTY of cancellation or material change in coverage provided. If policy terms

and conditions do not allow for notice COUNTY, SERVICE PROVIDER will immediately notify COUNTY and provide evidence or replacement coverage with no lapse.

- i) Errors and Omissions/or Professional Liability coverage with limits of \$1,000,000.00 per occurrence/\$3,000,000.00 annual aggregate, indicating if coverage is on occurrence basis or claims made.
 - ii) Commercial General Liability coverage with minimum limits of \$1,000,000.00 per occurrence bodily injury and property damage/\$1,000,000.00 personal and advertising injury/\$2,000,000.00 general aggregate coverage, \$2,000,000.00 annual aggregate products/completed operations, indicating whether coverage provided on a claims-made or on an occurrence basis. Shelby County Government, its elected officials, appointees and employees will be named as additional insureds. The insurance shall include coverage for the following:
 - a. Premises/Operations;
 - b. Products/Completed Operations;
 - c. Contractual Liability;
 - d. Independent Contractors;
 - e. Personal and Advertising Injury.
 - f. Assault and Battery
 - g. Sexual Molestation
 - iii) Workers Compensation and Employers' Liability Insurance – Workers' compensation statutory limits as required by Tennessee. This policy should include Employers' Liability coverage for \$1,000,000.00 each accident; \$500,000 - Disease - each employee; and Disease - \$500,000 policy limit. Contractor/provider waives its right of subrogation against Shelby County for any and all workers' compensation claims. Policy will include waiver of subrogation endorsement in favor of Shelby County Government.
 - iv) Business Automobile Liability Insurance - minimum limit of \$1,000,000.00 each accident for property damage and bodily injury. Coverage is to be provided on all owned/leased, hired and non-owned autos. Shelby County Government, its elected officials, appointees and employees will be named as additional insureds.
- c. SERVICE PROVIDER shall provide County with a current copy of the Certificate of Insurance at the time of contracting and shall maintain said insurance or self- 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
County Attorney's Office, Contracts Administration
Department 160 N. Main, Suite 950
Memphis, TN 38103

- d. Upon termination or cancellation of any claims-made insurance currently in effect under this Contract, the SERVICE PROVIDER shall purchase an extended reporting endorsement and furnish evidence of same to the County.
- e. Any coverage applying to COUNTY shall be considered primary and contributory regardless of any insurance or self-insurance the COUNTY may maintain.
- f. If the SERVICE PROVIDER maintains higher limits than the minimums shown above, the COUNTY requires and shall be entitled to coverage for the higher limits maintained by the SERVICE PROVIDER. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the COUNTY as additional insureds.
- g. Any insurance company of the Provider shall be admitted and authorized to do business in the State of Tennessee and shall carry a minimum rating assigned by A.M. Best & Company's Key Rating Guide of "A-" and a Financial Size Category of "X".

3.31 NOTICE

All notices, offers, acceptances, waivers, and other communications under this contract shall be in writing, and shall be deemed to have been both given and received when delivered to the party in person or, if mailed, when deposited in the U.S. Mails, by certified mail, postage pre-paid, with return receipt requested, to the party at the following address:

COUNTY: Shelby County (*Ryan White Program*)
160 N. Main St., Suite 250
Memphis, Tennessee 38103
Attn.: Jennifer Pepper, Administrator

and

Shelby County Government
Contract Administration
160 N. Main St., Suite 950
Memphis, Tennessee 38103

VENDOR: Friends For Life Corporation
43 N. Cleveland
Memphis, TN 38104
Attn: Diane Duke

or to such other address as any party, by notice to all others, may designate from time to time.

3.32 WAVIER OF PROPRIETARY INTEREST

Notwithstanding anything to the contrary contained herein or within any other document supplied to the COUNTY by the SERVICE PROVIDER, the SERVICE PROVIDER understands and acknowledges that the COUNTY is a governmental entity subject to the laws of the State of Tennessee and that any report, data or other information supplied to the COUNTY by the SERVICE 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.

IV. ADDITIONAL CONDITIONS

4.1 DATA SECURITY

SERVICE PROVIDER 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.

SERVICE PROVIDER shall apply all vendor-issued security updates for system hardware and software components maintained by the SERVICE PROVIDER within 30 days of issuance.

Upon notification by the COUNTY, the SERVICE PROVIDER 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 SERVICE PROVIDER 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 - SERVICE PROVIDER 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. SERVICE PROVIDER 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. SERVICE PROVIDER 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 - SERVICE PROVIDER 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 SERVICE PROVIDER's actions.
- iii) Personally Identifiable Information (PII) - SERVICE PROVIDER 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.

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

**APPROVED AS TO FORM
AND LEGALITY:**

SHELBY COUNTY GOVERNMENT

Contract Administration/
Assistant County Attorney

Mark H. Luttrell, Jr., Mayor

FRIENDS FOR LIFE COPORATION

By: 

Title: EXECUTIVE DIRECTOR

CORPORATE ACKNOWLEDGMENT

**STATE OF TENNESSEE
COUNTY OF SHELBY**

Before me, the undersigned, a Notary Public, in and for the State and County aforesaid, personally appeared **DIANE DUKE** with whom I am personally acquainted or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged himself/herself to be president or other officer authorized by appropriate Corporate action and/or Resolution to execute the preceding instrument of **FRIENDS FOR LIFE, COPR.** the within named bargainer, a corporation, and that she/he as such president or other officer executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself/herself as **DIANE DUKE**.

WITNESS my hand and official seal at office this 11th day of October, 2016.




Notary Public

My Commission Expires: June 17, 2019

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

<p>Name Of Additional Insured Person(s) Or Organization(s): Shelby County Government, its elected officials, appointees and employees and any other Contractor selected to adminis</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

GRATUITY DISCLOSURE FORM

Shelby County Ethics Commission

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

1. NAME

Friends For Life

2. DATE OF GRATUITY

N/A No Gratuities Taken

3. NATURE AND PURPOSE OF THE GRATUITY

N/A

4. NAME OF THE OFFICIAL, EMPLOYEE, APPOINTEE, OR FAMILY MEMBER WHO RECEIVED THE GRATUITY

N/A

5. NAME OF THE PERSON OR ENTITY THAT PROVIDED THE GRATUITY

N/A

6. ADDRESS OF THE PERSON OR ENTITY THAT PROVIDED THE GRATUITY

N/A



7. DESCRIPTION OF THE GRATUITY

N/A

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

N/A

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



Signature

10/7/2016
Date

Diane Duke
Print Name

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

**PRE-EXPOSURE PROPHYLAXIS (PrEP) SERVICES FOR HIV PREVENTION
SERVICE PROVIDER CONTRACT**

This contract (the "Contract") is entered into this _____ day of _____, 2016, by and between **SHELBY COUNTY GOVERNMENT**, hereinafter referred to as "COUNTY" and **LE BONHEUR COMMUNITY HEALTH AND WELL-BEING**, 50 Peabody Place, Suite 400, Memphis, TN 38103, hereinafter referred to as "SERVICE PROVIDER".

WITNESSETH

WHEREAS, the COUNTY has the need for the provision of professional services to increase awareness of and access to pre-exposure prophylaxis (PrEP) for the prevention of Human Immunodeficiency Virus (HIV); and

WHEREAS, the COUNTY issued a Request for Proposals ("RFP") Number 16-005-76, Pre-Exposure Prophylaxis (PrEP) Services for HIV Prevention, on July 5, 2016, and SERVICE PROVIDER responded to said RFP on August 3, 2016; and

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

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

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

I. SCOPE OF WORK

- 1.1 This contract is for the provision of professional services, such as client outreach, education, counseling and referral to be performed by the SERVICE PROVIDER regarding the use of the PrEP medication. The parties hereby agree that The COUNTY shall have no liability or obligation to SERVICE PROVIDER or any other person or entity with regard to any obligation not specifically permitted under the terms of the Contract and/or applicable law.
- 1.2 The COUNTY is designated by the State of Tennessee Department of Health as the Lead Agency to receive these grant funds for the provision of HIV Prevention Pre-Exposure Prophylaxis (PrEP) services, as more fully described in the contract with the State of Tennessee, attached hereto as Exhibit A and fully incorporated by reference, as if stated herein verbatim.
- 1.3 The SERVICE PROVIDER agrees to:
 - a. provide information and materials about PrEP and PrEP-related services to at least twenty (20) new, pre-PrEP clients each month;

- b. provide, for the first one hundred eighty (180) days after successful prescription and administration of PrEP, the below noted navigation services to an ongoing case load of at least twenty (20) clients each month:
 - (i) adherence support, including follow-up discussions of any barriers that that clients may face in continuing to accessing and taking PrEP,
 - (ii) personalized assessments of the clients' ability to pay for PrEP, including individual insurance status and income assessments,
 - (iii) referral to necessary medical services in order to maintain PrEP,
 - (iv) support regarding selection of, and scheduling with, appropriate PrEP providers, and
- c. document the number of meetings that are scheduled with ongoing clients, as well as any challenges that clients may face with regard to adherence.

1.4 The SERVICE PROVIDER agrees that at least one representative of the SERVICE PROVIDER will attend four (4) quarterly service provider meetings as scheduled by the COUNTY.

II. TERM AND COMPENSATION

2.1 This Contract shall become effective upon the date of the last signature of the parties hereto and continue through September 29, 2017 with the option to renew for three (3) additional one year periods with the same terms and conditions and satisfactory performance of all criteria and subject to the availability of funds and agreement as to the compensation for SERVICE PROVIDER for each renewal period. The optional renewal periods will be upon mutual written consent of both parties. The SERVICE PROVIDER must be prepared to begin immediately upon receipt of a fully executed contract and written "Notice to Proceed" from the COUNTY.

2.2 The COUNTY agrees to compensate the SERVICE PROVIDER *NINETY SIX THOUSAND AND 00/100 DOLLARS (\$96,000.00)* for the provision of the Services during the applicable grant period, which shall include all reimbursable expenses, as outlined in the budget form attached hereto as Exhibit B. Such amount may be increased up to \$147,000 for the initial term at COUNTY's option in the event that additional funding is made available pursuant to applicable Shelby County policies. . In no event shall COUNTY be responsible for services rendered outside the scope of the Program and Fiscal Guidance.

COUNTY may amend SERVICE PROVIDER'S budget, as necessary, to increase and/or eliminate the service categories and the compensation amount for the provision of services during the term of the Contract.

- 2.3 A monthly invoice of expenses, provided in Exhibit C, shall be submitted to the COUNTY by the tenth (10th) day of each month for reimbursement of actual expenses incurred from the prior month. The COUNTY shall pay such invoices within thirty (30) days of its receipt and approval of said invoices, providing timely receipt of reimbursement request, supporting documentation and continued appropriation of funds from the Tennessee Department of Health. The COUNTY is not obligated to pay, and will withhold from payment, any amounts the COUNTY has in dispute with the SERVICE PROVIDER based on SERVICE PROVIDER'S non-performance or negligent performance of any of the Services under this Contract.
- 2.4 All expenditures by the SERVICE PROVIDER hereunder must adhere to the line items contained in the SERVICE PROVIDER'S Contract. No budget revisions may be made without prior written approval of the COUNTY. The final expenditure report is due no more than 25 days following the end of the SERVICE PROVIDER Contract period on forms to be provided and approved by the COUNTY. The COUNTY will not be responsible for payment of claims later than the 25 days required for the final expenditure reports.
- 2.5 SERVICE 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 SERVICE PROVIDER be entitled to receive payments for contract fees and expenses incurred in violation of this provision.

III. GENERAL CONDITIONS

3.1 CONTROL

All Services by the SERVICE 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. Neither SERVICE PROVIDER nor COUNTY nor any of their respective agents or employees shall control or have any right to control the manner and means by which the other party carries out its obligations under this Agreement, nor shall either party, its respective agents or employees, be liable to third parties for any act or omission of the other party.

3.2 SERVICE PROVIDER'S PERSONNEL

The SERVICE 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 SERVICE PROVIDER. All efforts will be made by both parties to work cooperatively with each other and their personnel to develop corrective

action plan(s) to address and correct unsatisfactory performance. If no improvement in performance after a reasonable length of time of corrective action plan implementation, then COUNTY may request removal of said SERVICE PROVIDER employee. Upon such request, SERVICE PROVIDER shall promptly replace such employee(s) with substitute employee(s) having appropriate skills and training.

The SERVICE PROVIDER and the COUNTY certify, by signing this Contract to the best of each party's respective knowledge that it, its principals, officers, directors and other officials:

- a. Are not presently disbarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal or State department or agency;
- b. Have not within the past three years preceding this Contract been convicted of, or has had a civil judgment rendered against it (or its officers) for the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or Service Provider Contract/contract under a public transaction; violation of a Federal or State antitrust statute or the commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
- c. Have not within the past three years preceding this Contract award, application and/or proposal had a publicly (Federal, State, or local) funded contract terminated for cause of default.

3.3 INDEPENDENT STATUS

- a. Nothing in this Contract shall be deemed to represent that the SERVICE PROVIDER, or any of the SERVICE PROVIDER's employees or agents, are the agents, representatives, or employees of the COUNTY. The SERVICE PROVIDER is an independent contractor. Anything in this Contract which may appear to give the COUNTY the right to direct the SERVICE PROVIDER as to the details of the performance of the Services under this Contract or to exercise a measure of control over the SERVICE PROVIDER is solely for purposes of compliance with local, state and federal regulations and means that the SERVICE PROVIDER will follow the desires of the COUNTY only as to the intended results of the scope of this Contract. Nothing in this Agreement shall be construed to create the relationship of employer and employee, or principal and agent, or any relationship other than that of independent parties contracting with each other solely for the purposes of carrying out the terms of this Agreement.
- b. It is further expressly agreed and understood by SERVICE PROVIDER that neither it nor its employees or agents are entitled to any benefits which normally accrue to employees of the COUNTY; that SERVICE 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 SERVICE PROVIDER for the Services performed shall be on the SERVICE PROVIDER's letterhead.

3.4 REPORTS

SERVICE PROVIDER shall prepare and submit quarterly reports of its activities, funded under this Contract, to the originating department. The reports shall include the items outlined in Exhibit C. Any such reports provided to the COUNTY shall be prepared with the understanding that the COUNTY may make such reports available to the public. The quarterly reports and all books of account and financial records that are specific to the work performed in accordance with this Contract may be subject to audit by the Director of the Division of Administration and Finance of the COUNTY. The COUNTY shall have the right to withhold future disbursement of funds under this Contract and any future Contracts until this provision has been met.

3.5 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 SERVICE 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) SERVICE PROVIDER has subcontracted, assigned, delegated, transferred its rights, obligations or interests under this Contract without the COUNTY's consent or approval; or
 - (iii) SERVICE 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 SERVICE 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 SERVICE PROVIDER for SERVICE PROVIDER's failure to provide the Services specified under this Contract.
- c. This Contract may be terminated by either party without cause, breach or penalty by giving at least thirty (30) days prior written notice to the other party. In the event of such termination, the SERVICE PROVIDER shall be paid for all Services rendered prior to the Termination Date, provided the SERVICE PROVIDER shall have delivered to

COUNTY such statements, accounts, reports and other materials as required under this Contract; however, SERVICE PROVIDER shall not be compensated for any anticipatory profits that have not been earned as of the date of the Termination Date.

- d. Notwithstanding the above or any section herein to the contrary, SERVICE 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 SUB-GRANTEE and the COUNTY may withhold any payments to SERVICE PROVIDER for the purpose of setoff until such time as the exact amount of damages due the COUNTY from SERVICE PROVIDER is determined.

3.6 COMPENSATION FOR CORRECTIONS

No compensation shall be due or payable to SERVICE PROVIDER pursuant to this Contract for any SERVICE PROVIDER's Services performed by the SERVICE 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 SERVICE PROVIDER to properly fulfill any of his obligations as set forth in this Contract.

3.7 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 SERVICE PROVIDER from performance of the Services under this Contract. The COUNTY shall not be responsible for the fulfillment of the SERVICE PROVIDER's obligations to its transferors or subcontractors.
- b. If such subcontracts are approved by the COUNTY, they shall contain, at a minimum, sections of this Service Provider Contract pertaining to Conflicts of Interest, Lobbying, Nondiscrimination, Public Accountability, and Public Notice. Notwithstanding any use of approved subcontractors, the SERVICE PROVIDER shall be the prime contractor and shall be fully and completely responsible for all work performed.
- c. 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.

3.8 CONFLICT OF INTEREST

- a. The SERVICE 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 SERVICE 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 SERVICE PROVIDER in connection with any work contemplated or performed relative to this Contract. Further, no funds hereunder may be contributed to the election campaign of any candidate running for elected office or to influence the outcome of any local, state or federal election.

- b. The SERVICE PROVIDER warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the SERVICE PROVIDER in connection with any work contemplated or performed relative to this Contract.

3.9 CONTINGENT FEES

The SERVICE PROVIDER warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the SERVICE 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 SERVICE 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.

3.10 EMPLOYMENT OF COUNTY WORKERS

The SERVICE 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.

3.11 ACCESS TO RECORDS

- a. Subject to all applicable laws concerning confidentiality of such data or records, during all phases of the work and Services to be provided hereunder, SERVICE PROVIDER agrees to permit duly authorized agents and employees of the COUNTY to enter SERVICE PROVIDER's offices for the purpose of inspections, reviews and audits of data and records maintained on patients who receive services under this Contract, upon reasonable notice during normal working hours. Reviews may also be accomplished at meetings that are arranged at mutually agreeable times and places. The SERVICE 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 five (5) 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. COUNTY agrees to pay reasonable cost to SERVICE PROVIDER for

providing copies.

- b. The SERVICE PROVIDER and any approved subcontractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the SERVICE PROVIDER and any approved subcontractor, insofar as they relate to work performed or money received under this Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The SERVICE PROVIDER's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

The records shall be maintained in accordance with Governmental Accounting Standards Board (GASB) Accounting Standards or the Financial Accounting Standards Board (FASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.

In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

Expenditures shall be made in accordance with local government purchasing policies and procedures and purchasing procedures for local governments authorized under state law.

The SERVICE PROVIDER shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.

The SERVICE PROVIDER shall establish a system of internal controls that utilize the COSO Internal Control - Integrated Framework model as the basic foundation for the internal control system. The SERVICE PROVIDER shall incorporate any additional Comptroller of the Treasury directives into its internal control system.

Any other required records or reports which are not contemplated in the above standards shall follow the format designated by the head of the Grantor State Agency, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.

3.13 RESPONSIBILITIES FOR CLAIMS AND LIABILITIES

- a. SERVICE 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 SERVICE PROVIDER its subcontractors, agents, employees or assigns.

- b. SERVICE PROVIDER expressly understands and agrees that any insurance protection required by this Contract or otherwise provided by the SERVICE 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 SERVICE 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 SERVICE 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 SERVICE PROVIDER as a result of or relating to performance of the Services under this Contract.
- e. SERVICE PROVIDER shall immediately notify the COUNTY of any claim or suit made or filed against SERVICE PROVIDER or its subcontractors regarding any matter resulting from or relating to SERVICE PROVIDER's performance of the Services under this Contract and will cooperate, assist and consult with the COUNTY in the defense or investigation thereof.

3.13 GENERAL COMPLIANCE WITH LAWS

- a. The SERVICE 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 SERVICE 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 SERVICE 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.

3.14 NON-DISCRIMINATION

The SERVICE 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 SERVICE 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 SERVICE 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.

Any recipient entity shall be subject to the requirements of Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d et seq., and regulations promulgated pursuant thereto. It shall develop a Title VI implementation plan with participation by protected beneficiaries as may be required by such law or regulations. To the extent applicable, such plan shall include Title VI implementation plans for sub-recipients of federal funds through the entity. The SERVICE PROVIDER shall produce the plan upon request of the COUNTY. Failure to provide same shall constitute a material breach of contract.

3.15 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.

3.16 AMENDMENT

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

3.17 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.

3.18 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.

3.19 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.

3.20 SUBJECT TO FUNDING

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

3.21 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. Reimbursement to the SERVICE PROVIDER for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.

3.22 NON-LIABILITY FOR CONTRACTOR EMPLOYEE TAXES

Neither SERVICE PROVIDER nor its personnel are COUNTY's employees, and

COUNTY shall not take any action or provide SERVICE PROVIDER's personnel with any benefits and shall have no liability for the following:

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

3.23 INCORPORATION OF OTHER DOCUMENTS

- a. SERVICE PROVIDER shall provide Services pursuant to this Contract in accordance with the terms and conditions set forth within the Shelby County Request for Proposals/Bids as well as the Response of SERVICE 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 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; followed by the Request for Proposals; and lastly, the Response to Request for Proposals.

3.24 CONTRACTING WITH LOCALLY OWNED SMALL BUSINESSES

The SERVICE 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.

3.25 RIGHT TO REQUEST REMOVAL OF SERVICE PROVIDER'S EMPLOYEES

The COUNTY may interview the personnel SERVICE PROVIDER assigns to COUNTY's work. All efforts will be made by both parties to work cooperatively with each other and their personnel to develop corrective action plan(s) to address and correct unsatisfactory performance. If no improvement in performance after a reasonable length

of time of corrective action plan implementation, then COUNTY may request removal of said SERVICE PROVIDER employee. Upon such request, SERVICE PROVIDER shall promptly replace such employee(s) with substitute employee(s) having appropriate skills and training.

3.26 INCORPORATION OF WHEREAS CLAUSES

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

3.27 DISCLOSURE OF REPORTS, DATA OR OTHER INFORMATION

Notwithstanding anything to the contrary contained herein or within any other document supplied to COUNTY by SERVICE PROVIDER, SERVICE 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 SERVICE PROVIDER due to Services performed pursuant to this Contract are subject to being disclosed as a public record in accordance with the laws of the State of Tennessee.

3.28 ORGANIZATION STATUS AND AUTHORITY

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

3.29 INSURANCE REQUIREMENTS

- a. The SERVICE PROVIDER shall maintain a self-insurance plan or 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 SERVICE PROVIDER's operations under the Contract, whether such operations are performed by itself or by any SERVICE PROVIDER or by anyone directly or indirectly employed by any of

them, or by anyone for whose acts the SERVICE PROVIDER or SERVICE PROVIDER may be liable.

- b. The insurance required shall be written for not less than any limits of liability specified herein. Shelby County Government, its elected officials, appointees and employees will be named as additional insureds. The SERVICE PROVIDER will maintain throughout the life of this Contract insurance or self-insurance, in the following minimum requirements. SERVICE PROVIDER will endeavor to notify COUNTY and provide evidence or replacement coverage with no lapse.
- i) Errors and Omissions/or Professional Liability coverage with limits of \$1,000,000.00 per occurrence/\$3,000,000.00 annual aggregate, indicating if coverage is on occurrence basis or claims made.
 - ii) Commercial General Liability coverage with minimum limits of \$1,000,000.00 per occurrence bodily injury and property damage/
\$1,000,000.00 personal and advertising injury/\$2,000,000.00 general aggregate coverage, \$2,000,000.00 annual aggregate products/completed operations, indicating whether coverage provided on a claims-made or on an occurrence basis. Shelby County Government, its elected officials, appointees and employees will be named as additional insureds. The insurance shall include coverage for the following:
 - Premises/Operations
 - Products/Completed Operations;
 - Contractual Liability;
 - Independent Contractors;
 - Personal and Advertising Injury.
 - Assault and Battery
 - Sexual Molestation
 - iii) Workers Compensation and Employers' Liability Insurance – Workers' compensation statutory limits as required by Tennessee. This policy should include Employers' Liability coverage for \$1,000,000.00 each accident; \$500,000 - Disease - each employee; and Disease - \$500,000 policy limit. Contractor/provider waives its right of subrogation against Shelby County for any and all workers' compensation claims. Policy will include waiver of subrogation endorsement in favor of Shelby County Government, unless Shelby County has been grossly negligent.
 - iv) Business Automobile Liability Insurance - minimum limit of \$1,000,000.00 each accident for property damage and bodily injury.

Coverage is to be provided on all owned/leased, hired and non-owned autos. Shelby County Government, its elected officials, appointees and employees will be named as additional insureds.

- c. SERVICE PROVIDER shall provide County with a current copy of the Certificate of Insurance or self-insurance at the time of contracting and shall maintain said insurance or self-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
County Attorney's Office, Contracts Administration
Department 160 N. Main, Suite 950
Memphis, TN 38103

- d. Upon termination or cancellation of any claims-made insurance currently in effect under this Contract, the SERVICE PROVIDER shall purchase an extended reporting endorsement and furnish evidence of same to the County.
- e. Any coverage applying to COUNTY shall be considered primary and con-tributory regardless of any insurance or self-insurance the COUNTY may maintain.
- f. [Intentionally Deleted.]
- g. Any insurance company of the Provider shall be admitted and authorized to do business in the State of Tennessee and shall carry a minimum rating assigned by A.M. Best & Company's Key Rating Guide of "A-" and a Financial Size Category of "X".

3.30 NOTICE

All notices, offers, acceptances, waivers, and other communications under this contract shall be in writing, and shall be deemed to have been both given and received when delivered to the party in person or, if mailed, when deposited in the U.S. Mails, by certified mail, postage prepaid, with return receipt requested, to the party at the following address:

COUNTY: Shelby County (*Ryan White Program*)
160 N. Main St., Suite 250
Memphis, Tennessee 38103
Attn.: Jennifer Pepper, Administrator

and

Shelby County Government
Contract Administration
160 N. Main St., Suite 950
Memphis, Tennessee 38103

VENDOR: Le Bonheur Community Health and Well-Being
50 Peabody Place, Suite 400
Memphis, TN 38103
Attention: Lauren McCann

and

Chief Legal Officer
Methodist Le Bonheur Healthcare
1211 Union Avenue, Suite 700
Memphis, Tennessee 38104

or to such other address as any party, by notice to all others, may designate from time to time.

3.31 WAVIER OF PROPRIETARY INTEREST

Notwithstanding anything to the contrary contained herein or within any other document supplied to the COUNTY by the SERVICE PROVIDER, the SERVICE PROVIDER understands and acknowledges that the COUNTY is a governmental entity subject to the laws of the State of Tennessee and that any report, data or other information supplied to the COUNTY by the SERVICE 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.

IV. ADDITIONAL CONDITIONS

4.1 DATA SECURITY

SERVICE PROVIDER warrants to the COUNTY and State that, whenever applicable, 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.

MBA
10-14-16

SERVICE PROVIDER shall, whenever applicable, apply all vendor-issued security updates for system hardware and software components maintained by the SERVICE PROVIDER within 30 days of issuance.

Upon notification by the COUNTY, if applicable, the SERVICE PROVIDER 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 SERVICE PROVIDER 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 - SERVICE PROVIDER 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. SERVICE PROVIDER 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. SERVICE PROVIDER 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 - SERVICE PROVIDER 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 SERVICE PROVIDER's actions. Notwithstanding the foregoing, this subsection is not applicable.~~

MBA
10-14-16

iii) Personally Identifiable Information (PII) - SERVICE PROVIDER 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.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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

**APPROVED AS TO FORM
AND LEGALITY:**

SHELBY COUNTY GOVERNMENT

Contract Administration/
Assistant County Attorney

Mark H. Luttrell, Jr., Mayor

Date: _____

Date: _____

LE BONHEUR COMMUNITY HEALTH AND WELL-BEING

By: *Meri B. Armour*
Meri B. Armour, President

Date: 10-14-16

CORPORATE ACKNOWLEDGMENT

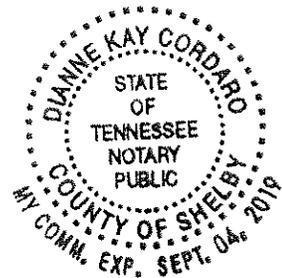
**STATE OF TENNESSEE
COUNTY OF SHELBY**

Before me, the undersigned, a Notary Public, in and for the State and County aforesaid, personally appeared **MERI B. ARMOUR** with whom I am personally acquainted or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged himself/herself to be president or other officer authorized by appropriate Corporate action and/or Resolution to execute the preceding instrument of **LE BONHEUR COMMUNITY HEALTH AND WELL-BEING** the within named bargainer, a corporation, and that she/he as such president or other officer executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself/herself as **MERI B. ARMOUR**.

WITNESS my hand and official seal at office this 14~~th~~ day of October, 2016.

Dianne Kay Cordaro
Notary Public

My Commission Expires: Sept. 4, 2019





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/21/2016

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

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

PRODUCER HARRIS MADDEN & POWELL 1770 Kirby Parkway, Suite 320 Memphis TN 38138	CONTACT NAME: Tona Hunter PHONE (A/C No. Ext): (901) 312-5300 FAX (A/C No.): (901) 853-9943 E-MAIL ADDRESS: thunter@hmpins.com													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A Amerisure Mutual Ins Co</td> <td>23396</td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A Amerisure Mutual Ins Co	23396	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :
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INSURER E :														
INSURER F :														
INSURED Methodist Le Bonheur Healthcare 1211 Union Ave Suite 600 Memphis TN 38104														

COVERAGES **CERTIFICATE NUMBER:** 16-17 Amerisure **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS	X	CA107487726	6/1/2016	6/1/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical payments \$ 5,000
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Auto Physical Damage		CA107487726	6/1/2016	6/1/2017	Comprehensive - ACV \$ 1,000 ded Collision - ACV \$ 1,000 ded

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Methodist Healthcare-Memphis Hospitals d/b/a Le Bonheur Children's Hospital are additional named insureds on the above policy. Shelby County Government, its elected officials, appointees and employees are additional insureds on the Automobile Liability.

CERTIFICATE HOLDER**CANCELLATION**

Shelby County Government
 Purchasing Department
 160 N Main Suite 900
 Memphis, TN 38103

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

AUTHORIZED REPRESENTATIVE

Richard Powell/HUNTT

**SHELBY COUNTY GOVERNMENT
GRATUITY DISCLOSURE FORM**

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

1. **NAME**

Le Bonheur Community Health and Well-Being

2. **DATE OF GRATUITY**

(none)

3. **NATURE AND PURPOSE OF THE GRATUITY**

(none)

4. **NAME OF THE OFFICIAL, EMPLOYEE, APPOINTEE, OR FAMILY MEMBER WHO RECEIVED THE GRATUITY**

(none)

5. **NAME OF THE PERSON OR ENTITY THAT PROVIDED THE GRATUITY**

(none)

6. **ADDRESS OF THE PERSON OR ENTITY THAT PROVIDED THE GRATUITY**

(none)

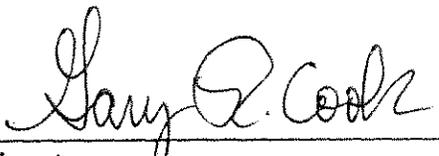
7. DESCRIPTION OF THE GRATUITY

(none)

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

(none)

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


Signature

8/1/16
Date

Gary R. Cook
Print Name

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

**PRE-EXPOSURE PROPHYLAXIS (PrEP) SERVICES FOR HIV PREVENTION
SERVICE PROVIDER CONTRACT**

This contract (the "Contract") is entered into this _____ day of _____, 2016, by and between SHELBY COUNTY GOVERNMENT, hereinafter referred to as "COUNTY" and PARTNERSHIP TO END AIDS STATUS, INC., 10051 Branley Oak Drive, Memphis, TN 38016, hereinafter referred to as "SERVICE PROVIDER".

WITNESSETH

WHEREAS, the COUNTY has the need for the provision of professional services to increase awareness of and access to pre-exposure prophylaxis (PrEP) for the prevention of Human Immunodeficiency Virus (HIV); and

WHEREAS, the COUNTY issued a Request for Proposals ("RFP") Number 16-005-76, Pre-Exposure Prophylaxis (PrEP) Services for HIV Prevention, on July 5, 2016, and SERVICE PROVIDER responded to said RFP on August 3, 2016; and

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

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

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

1. SCOPE OF WORK

- 1.1 This contract is for the provision of professional services to be performed by the SERVICE PROVIDER. The parties hereby agree that The COUNTY shall have no liability or obligation to SERVICE PROVIDER or any other person or entity with regard to any obligation not specifically permitted under the terms of the Contract and/or applicable law.
- 1.2 The COUNTY is designated by the State of Tennessee Department of Health as the Lead Agency to receive these grant funds for the provision of HIV Prevention Pre-Exposure Prophylaxis (PrEP) services, as more fully described in the contract with the State of Tennessee, attached hereto as Exhibit A and fully incorporated by reference, as if stated herein verbatim.
- 1.3 The SERVICE PROVIDER agrees to:
 - (a) provide information and materials about PrEP and PrEP-related services to at least twenty (20) new, pre-PrEP clients each month;
 - (b) provide, for the first one hundred eighty (180) days after successful prescription and administration of PrEP, the below noted navigation services to an ongoing case load of at least twenty (20) clients each month:

- (i) adherence support, including follow-up discussions of any barriers that that clients may face in continuing to accessing and taking PrEP,
- (ii) personalized assessments of the clients' ability to pay for PrEP, including individual insurance status and income assessments,
- (iii) referral to necessary medical services in order to maintain PrEP,
- (iv) support regarding selection of, and scheduling with, appropriate PrEP providers, and

(c) document the number of meetings that are scheduled with ongoing clients, as well as any challenges that clients may face with regard to adherence.

1.4 The SERVICE PROVIDER agrees that at least one representative of the SERVICE PROVIDER will attend four (4) quarterly service provider meetings as scheduled by the COUNTY.

II. TERM AND COMPENSATION

2.1 This Contract shall become effective upon the date of the last signature of the parties hereto and continue through September 29, 2017 with the option to renew for three (3) additional one year periods with the same terms and conditions and 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 SERVICE PROVIDER must be prepared to begin immediately upon receipt of a fully executed contract and written "Notice to Proceed" from the COUNTY.

2.2 The COUNTY agrees to compensate the SERVICE PROVIDER *EIGHTY-FIVE THOUSAND AND 00/100 DOLLARS (\$85,000.00)* for the provision of the Services during the applicable grant period, as outlined in the budget attached hereto as Exhibit B. In no event shall COUNTY be responsible for services rendered outside the scope of the Program and Fiscal Guidance.

COUNTY may amend SERVICE PROVIDER'S Program and Fiscal Guidance, as necessary, to increase and/or eliminate the service categories and the compensation amount for the provision of services during the term of the Contract.

In any event, the sum total of the Contract shall not exceed *EIGHTY-FIVE THOUSAND AND 00/100 DOLLARS (\$85,000.00)* during the term of this Contract which shall include all reimbursable expenses.

2.3 A monthly invoice of expenses, provided in Exhibit C shall be submitted to the COUNTY by the fifth (5th) working day of each month for reimbursement of actual expenses incurred from the prior month. The COUNTY shall pay such invoices within thirty (30) days of its receipt and approval of said invoices, providing timely receipt of reimbursement request, supporting

documentation and continued appropriation of funds from the Tennessee Department of Health. The COUNTY is not obligated to pay, and will withhold from payment, any amounts the COUNTY has in dispute with the SERVICE PROVIDER based on SERVICE PROVIDER'S non-performance or negligent performance of any of the Services under this Contract.

- 2.4 All expenditures by the SERVICE PROVIDER hereunder must adhere to the line items contained in the SERVICE PROVIDER'S Contract. No budget revisions may be made without prior written approval of the COUNTY. The final expenditure report is due no more than 25 days following the end of the SERVICE PROVIDER Contract period on forms to be provided and approved by the COUNTY. The COUNTY will not be responsible for payment of claims later than the 25 days required for the final expenditure reports.
- 2.5 SERVICE 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 SERVICE PROVIDER be entitled to receive payments for contract fees and expenses incurred in violation of this provision.

III. GENERAL CONDITIONS

3.1 CONTROL

All Services by the SERVICE 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. Neither SERVICE PROVIDER nor COUNTY nor any of their respective agents or employees shall control or have any right to control the manner and means by which the other party carries out its obligations under this Agreement, nor shall either party, its respective agents or employees, be liable to third parties for any act or omission of the other party.

3.2 SERVICE PROVIDER'S PERSONNEL

The SERVICE 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 SERVICE PROVIDER. All efforts will be made by both parties to work cooperatively with each other and their personnel to develop corrective action plan(s) to address and correct unsatisfactory performance. If no improvement in performance after a reasonable length of time of corrective action plan implementation, then COUNTY may request removal of said SERVICE PROVIDER employee. Upon such request, SERVICE PROVIDER shall promptly replace such employee(s) with substitute employee(s) having appropriate skills and training.

The SERVICE PROVIDER and the COUNTY certify, by signing this Contract to the best of each party's respective knowledge that it, its principals, officers, directors and other officials:

- (a) Are not presently disbarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal or State department or agency;
- (b) Have not within the past three years preceding this Contract been convicted of, or has had a civil judgment rendered against it (or its officers) for the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or Service Provider Contract/contract under a public transaction; violation of a Federal or State antitrust statute or the commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
- (c) Have not within the past three years preceding this Contract award, application and/or proposal had a publicly (Federal, State, or local) funded contract terminated for cause of default.

3.3 INDEPENDENT STATUS

- a. Nothing in this Contract shall be deemed to represent that the SERVICE PROVIDER, or any of the SERVICE PROVIDER's employees or agents, are the agents, representatives, or employees of the COUNTY. The SERVICE PROVIDER is an independent contractor. Anything in this Contract which may appear to give the COUNTY the right to direct the SERVICE PROVIDER as to the details of the performance of the Services under this Contract or to exercise a measure of control over the SERVICE PROVIDER is solely for purposes of compliance with local, state and federal regulations and means that the SERVICE PROVIDER will follow the desires of the COUNTY only as to the intended results of the scope of this Contract. Nothing in this Agreement shall be construed to create the relationship of employer and employee, or principal and agent, or any relationship other than that of independent parties contracting with each other solely for the purposes of carrying out the terms of this Agreement.
- b. It is further expressly agreed and understood by SERVICE PROVIDER that neither it nor its employees or agents are entitled to any benefits which normally accrue to employees of the COUNTY; that SERVICE 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 SERVICE PROVIDER for the Services performed shall be on the SERVICE PROVIDER's letterhead.

3.4 REPORTS

SERVICE PROVIDER shall prepare and submit quarterly reports of its activities, funded under this Contract, to the originating department. The reports shall include the items outlined in Exhibit C. Any such reports provided to the COUNTY shall be prepared with the understanding that the COUNTY may make such reports available to the public. The

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

3.5 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 SERVICE 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) SERVICE PROVIDER has subcontracted, assigned, delegated, transferred its rights, obligations or interests under this Contract without the COUNTY's consent or approval; or
 - (iii) SERVICE 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 SERVICE 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 SERVICE PROVIDER for SERVICE PROVIDER's failure to provide the Services specified under this Contract.
- c. This Contract may be terminated by the COUNTY without cause, breach or penalty by giving thirty (30) days written notice to the other party. In the event of such termination, the SERVICE PROVIDER shall be paid for all Services rendered prior to the Termination Date, provided the SERVICE PROVIDER shall have delivered to COUNTY such statements, accounts, reports and other materials as required under this Contract; however, SERVICE PROVIDER shall not be compensated for any anticipatory profits that have not been earned as of the date of the Termination Date.
- d. Notwithstanding the above or any section herein to the contrary, SERVICE 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 SUB-GRANTEE and the COUNTY may withhold any payments to SERVICE PROVIDER for the purpose of setoff until such time as the exact amount of damages due the COUNTY from SERVICE PROVIDER is determined.

3.6 COMPENSATION FOR CORRECTIONS

No compensation shall be due or payable to SERVICE PROVIDER pursuant to this Contract for any SERVICE PROVIDER's Services performed by the SERVICE 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 SERVICE PROVIDER to properly fulfill any of his obligations as set forth in this Contract.

3.7 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 SERVICE PROVIDER from performance of the Services under this Contract. The COUNTY shall not be responsible for the fulfillment of the SERVICE PROVIDER's obligations to its transferors or subcontractors.
- b. If such subcontracts are approved by the COUNTY, they shall contain, at a minimum, sections of this Service Provider Contract pertaining to Conflicts of Interest, Lobbying, Nondiscrimination, Public Accountability, and Public Notice. Notwithstanding any use of approved subcontractors, the SERVICE PROVIDER shall be the prime contractor and shall be fully and completely responsible for all work performed.
- c. 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.

3.8 CONFLICT OF INTEREST

- a. The SERVICE 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 SERVICE 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 SERVICE PROVIDER in connection with any work contemplated or performed relative to this Contract. Further, no funds hereunder may be contributed to the election campaign of any candidate running for elected office or to influence the outcome of any local, state or federal election.
- b. The SERVICE PROVIDER warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the SERVICE PROVIDER in connection with any work contemplated or performed relative to this Contract.

3.9 CONTINGENT FEES

The SERVICE PROVIDER warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the SERVICE 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 SERVICE 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.

3.10 EMPLOYMENT OF COUNTY WORKERS

The SERVICE 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.

3.11 ACCESS TO RECORDS

- a. Subject to all applicable laws concerning confidentiality of such data or records, during all phases of the work and Services to be provided hereunder, SERVICE PROVIDER agrees to permit duly authorized agents and employees of the COUNTY to enter SERVICE PROVIDER's offices for the purpose of inspections, reviews and audits of data and records maintained on patients who receive services under this Contract, upon reasonable notice during normal working hours. Reviews may also be accomplished at meetings that are arranged at mutually agreeable times and places. The SERVICE 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 five (5) 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. COUNTY agrees to pay reasonable cost to SERVICE PROVIDER for providing copies.
- b. The SERVICE PROVIDER and any approved subcontractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the SERVICE PROVIDER and any approved subcontractor, insofar as they relate to work performed or money received under this Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The SERVICE PROVIDER's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

The records shall be maintained in accordance with Governmental Accounting Standards Board (GASB) Accounting Standards or the Financial Accounting Standards Board (FASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.

In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

Expenditures shall be made in accordance with local government purchasing policies and procedures and purchasing procedures for local governments authorized under state law.

The SERVICE PROVIDER shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.

The SERVICE PROVIDER shall establish a system of internal controls that utilize the COSO Internal Control - Integrated Framework model as the basic foundation for the internal control system. The SERVICE PROVIDER shall incorporate any additional Comptroller of the Treasury directives into its internal control system.

Any other required records or reports which are not contemplated in the above standards shall follow the format designated by the head of the Grantor State Agency, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.

3.12 DISPUTE RESOLUTION

Any dispute concerning a question of fact in connection with the work not disposed of by agreement between the SERVICE 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.

3.13 RESPONSIBILITIES FOR CLAIMS AND LIABILITIES

- a. SERVICE 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 SERVICE PROVIDER its subcontractors, agents, employees or assigns. SERVICE PROVIDER is governed by the terms of the Tennessee

Governmental Tort Liability Act, T.C.A. 29-20- 101 et seq. ("GTLA"), which limits the liability of SERVICE PROVIDER. The parties agree that SERVICE PROVIDER's indemnification, if any, is limited to the maximum amount of liability established by the GTLA. This indemnification shall survive the termination or conclusion of this Contract.

- b. SERVICE PROVIDER expressly understands and agrees that any insurance protection required by this Contract or otherwise provided by the SERVICE 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 SERVICE 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 SERVICE 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 SERVICE PROVIDER as a result of or relating to performance of the Services under this Contract.
- e. SERVICE PROVIDER shall immediately notify the COUNTY of any claim or suit made or filed against SERVICE PROVIDER or its subcontractors regarding any matter resulting from or relating to SERVICE PROVIDER's performance of the Services under this Contract and will cooperate, assist and consult with the COUNTY in the defense or investigation thereof.

3.14 GENERAL COMPLIANCE WITH LAWS

- a. The SERVICE 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 SERVICE 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 SERVICE 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.

3.15 NON-DISCRIMINATION

The SERVICE 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 SERVICE 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 SERVICE 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.

Any recipient entity shall be subject to the requirements of Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d et seq., and regulations promulgated pursuant thereto. It shall develop a Title VI implementation plan with participation by protected beneficiaries as may be required by such law or regulations. To the extent applicable, such plan shall include Title VI implementation plans sub-recipients of federal funds through the entity. The SERVICE PROVIDER shall produce the plan upon request of the COUNTY. Failure to provide same shall constitute a material breach of contract.

3.16 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.

3.17 AMENDMENT

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

3.18 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.

3.19 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.

3.20 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.

3.21 SUBJECT TO FUNDING

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

3.22 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. Reimbursement to the SERVICE PROVIDER for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.

3.23 NON-LIABILITY FOR CONTRACTOR EMPLOYEE TAXES

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

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

3.24 INCORPORATION OF OTHER DOCUMENTS

- a. SERVICE PROVIDER shall provide Services pursuant to this Contract in accordance with the terms and conditions set forth within the Shelby County Request for Proposals/Bids as well as the Response of SERVICE 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 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; followed by the Request for Proposals; and lastly, the Response to Request for Proposals.

3.25 CONTRACTING WITH LOCALLY OWNED SMALL BUSINESSES

The SERVICE 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.

3.26 RIGHT TO REQUEST REMOVAL OF SERVICE PROVIDER'S EMPLOYEES

The COUNTY may interview the personnel SERVICE PROVIDER assigns to COUNTY's work. All efforts will be made by both parties to work cooperatively with each other and their personnel to develop corrective action plan(s) to address and correct unsatisfactory performance. If no improvement in performance after a reasonable length of time of corrective action plan implementation, then COUNTY may request removal of said SERVICE PROVIDER employee. Upon such request, SERVICE PROVIDER shall promptly replace such employee(s) with substitute employee(s) having appropriate skills

and training.

3.27 INCORPORATION OF WHEREAS CLAUSES

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

3.28 DISCLOSURE OF REPORTS, DATA OR OTHER INFORMATION

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

3.29 ORGANIZATION STATUS AND AUTHORITY

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

3.30 INSURANCE REQUIREMENTS

- a. The SERVICE 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 SERVICE PROVIDER's operations under the Contract, whether such operations are performed by itself or by any SERVICE PROVIDER or by anyone directly or indirectly employed by any of them, or by anyone for whose acts the SERVICE PROVIDER or SERVICE PROVIDER 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 and employees will be named as additional insureds. The SERVICE PROVIDER will maintain throughout the life of this Contract insurance, through insurers rated A- or better by A.M. Best, in the following minimum requirements. All policies will provide for thirty (30) days written notice to COUNTY of cancellation or material change in coverage provided. If policy terms and conditions do not allow for notice COUNTY, SERVICE PROVIDER will immediately notify COUNTY and provide evidence or replacement coverage with no lapse.

- i) Errors and Omissions/or Professional Liability coverage with limits of \$1,000,000.00 per occurrence/\$3,000,000.00 annual aggregate, indicating if coverage is on occurrence basis or claims made.
 - ii) Commercial General Liability coverage with minimum limits of \$1,000,000.00 per occurrence bodily injury and property damage/\$1,000,000.00 personal and advertising injury/\$2,000,000.00 general aggregate coverage, \$2,000,000.00 annual aggregate products/completed operations, indicating whether coverage provided on a claims-made or on an occurrence basis. Shelby County Government, its elected officials, appointees and employees will be named as additional insureds. The insurance shall include coverage for the following:
 - a. Premises/Operations;
 - b. Products/Completed Operations;
 - c. Contractual Liability;
 - d. Independent Contractors;
 - e. Personal and Advertising Injury.
 - f. Assault and Battery
 - g. Sexual Molestation
 - iii) Workers Compensation and Employers' Liability Insurance – Workers' compensation statutory limits as required by Tennessee. This policy should include Employers' Liability coverage for \$1,000,000.00 each accident; \$500,000 - Disease - each employee; and Disease - \$500,000 policy limit. Contractor/provider waives its right of subrogation against Shelby County for any and all workers' compensation claims. Policy will include waiver of subrogation endorsement in favor of Shelby County Government.
 - iv) Business Automobile Liability Insurance - minimum limit of \$1,000,000.00 each accident for property damage and bodily injury. Coverage is to be provided on all owned/leased, hired and non-owned autos. Shelby County Government, its elected officials, appointees and employees will be named as additional insureds.
- c. SERVICE PROVIDER shall provide County with a current copy of the

Certificate of Insurance at the time of contracting and shall maintain said insurance or self- 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
County Attorney's Office, Contracts Administration
Department 160 N. Main, Suite 950
Memphis, TN 38103

- d. Upon termination or cancellation of any claims-made insurance currently in effect under this Contract, the SERVICE PROVIDER shall purchase an extended reporting endorsement and furnish evidence of same to the County.
- e. Any coverage applying to COUNTY shall be considered primary and con- contributory regardless of any insurance or self-insurance the COUNTY may maintain.
- f. If the SERVICE PROVIDER maintains higher limits than the minimums shown above, the COUNTY requires and shall be entitled to coverage for the higher limits maintained by the SERVICE PROVIDER. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the COUNTY as additional insureds.
- g. Any insurance company of the Provider shall be admitted and authorized to do business in the State of Tennessee and shall carry a minimum rating assigned by A.M. Best & Company's Key Rating Guide of "A-" and a Financial Size Category of "X".

3.31 NOTICE

All notices, offers, acceptances, waivers, and other communications under this contract shall be in writing, and shall be deemed to have been both given and received when delivered to the party in person or, if mailed, when deposited in the U.S. Mails, by certified mail, postage prepaid, with return receipt requested, to the party at the following address:

COUNTY: Shelby County (*Ryan White Program*)
160 N. Main St., Suite 250
Memphis, Tennessee 38103
Attn.: Jennifer Pepper, Administrator

and

Shelby County Government
Contract Administration
160 N. Main St., Suite 950
Memphis, Tennessee 38103

VENDOR: Partnership to End AIDS Status, Inc.
10051 Branley Oak Drive

Cordova, TN 38016
Attn: LaRonia Hurd-Sawyer

or to such other address as any party, by notice to all others, may designate from time to time.

3.32 WAIVER OF PROPRIETARY INTEREST

Notwithstanding anything to the contrary contained herein or within any other document supplied to the COUNTY by the SERVICE PROVIDER, the SERVICE PROVIDER understands and acknowledges that the COUNTY is a governmental entity subject to the laws of the State of Tennessee and that any report, data or other information supplied to the COUNTY by the SERVICE 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.

IV. ADDITIONAL CONDITIONS

4.1 DATA SECURITY

SERVICE PROVIDER 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.

SERVICE PROVIDER shall apply all vendor-issued security updates for system hardware and software components maintained by the SERVICE PROVIDER within 30 days of issuance.

Upon notification by the COUNTY, the SERVICE PROVIDER 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 SERVICE PROVIDER 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 - SERVICE PROVIDER 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. SERVICE PROVIDER 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. SERVICE PROVIDER 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 - SERVICE PROVIDER 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 SERVICE PROVIDER's actions.
- iii) Personally Identifiable Information (PII) - SERVICE PROVIDER 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.

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

**APPROVED AS TO FORM
AND LEGALITY:**

SHELBY COUNTY GOVERNMENT

Contract Administration/
Assistant County Attorney

Mark H. Luttrell, Jr., Mayor

PARTENRSHIP TO END AIDS STATUS, INC.

By: *Laronia Hurd-Sawyer*

Title: *Executive Director*

CORPORATE ACKNOWLEDGMENT

**STATE OF TENNESSEE
COUNTY OF SHELBY**

Before me, the undersigned, a Notary Public, in and for the State and County aforesaid, personally appeared **LARONIA HURD-SAWYER** with whom I am personally acquainted or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged himself/herself to be president or other officer authorized by appropriate Corporate action and/or Resolution to execute the preceding instrument of **PARTENRSHIP TO END AIDS STATUS, INC.** the within named bargainer, a corporation, and that she/he as such president or other officer executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself/herself as **LARONIA HURD-SAWYER**.

WITNESS my hand and official seal at office this 13 day of October, 2016.

R. Spencer Johnson
Notary Public

My Commission Expires: *Aug. 22, 2020*



My Commission Expires August 22, 2020



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/27/2016

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

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

PRODUCER FRED L DAVIS INS AGENCY 1374 AIRWAYS MEMPHIS TN 38114	CONTACT NAME: TINA STRONG	FAX (A/C, No.): (901) 324-9406	
	PHONE (A/C, No, Ext): (901) 452-2144	E-MAIL ADDRESS: tina@fredldavis.com	
INSURED PARTNERSHIP TO END A.I.D.S STATUS INC. 10051 BRANLEY OAK DRIVE Cordova TN 38016-	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: SCOTTSDALE		
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			CPS2277413	10/29/2015	10/29/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPI/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> HIRED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	N/A			PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Sexual And/Or Physical Abuse Liability			CPS2277413	10/29/2015	10/29/2016	\$25,000 each claim \$50,000 aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
HIV PREVENTION SEMINARS AND SERVICES

RE: Shelby County Government, its elected officials, appointees, employees, volunteers and members of boards, agencies and commissions

CERTIFICATE HOLDER

CANCELLATION

AI 001217

SHELBY COUNTY GOVERNMENT 160 N. MAIN STE 950 MEMPHIS TN 38103-	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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GRATUITY DISCLOSURE FORM

Shelby County Ethics Commission

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

1. NAME

Partnership To End AIDS Status Inc. (PEAS Inc.)

2. DATE OF GRATUITY

N/A

3. NATURE AND PURPOSE OF THE GRATUITY

N/A

4. NAME OF THE OFFICIAL, EMPLOYEE, APPOINTEE, OR FAMILY MEMBER WHO RECEIVED THE GRATUITY

N/A

5. NAME OF THE PERSON OR ENTITY THAT PROVIDED THE GRATUITY

N/A

6. ADDRESS OF THE PERSON OR ENTITY THAT PROVIDED THE GRATUITY

N/A



7. DESCRIPTION OF THE GRATUITY

N/A

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

N/A

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

 RN, MSN-CNL, MPH

Signature

10/8/2016

Date

LaRonia Hurd-Sawyer RN, MSN-CNL, MPH

Print Name

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

**PRE-EXPOSURE PROPHYLAXIS (PrEP) SERVICES FOR HIV PREVENTION
SERVICE PROVIDER CONTRACT**

This contract (the "Contract") is entered into this _____ day of _____, 2016, by and between SHELBY COUNTY GOVERNMENT, hereinafter referred to as "COUNTY" and OUTMemphis, 892 Cooper Street, Memphis, TN 38104 hereinafter referred to as "SERVICE PROVIDER".

WITNESSETH

WHEREAS, the COUNTY has the need for the provision of professional services to increase awareness of and access to pre-exposure prophylaxis (PrEP) for the prevention of Human Immunodeficiency Virus (HIV); and

WHEREAS, the COUNTY issued a Request for Proposals ("RFP") Number 16-005-76, Pre-Exposure Prophylaxis (PrEP) Services for HIV Prevention, on July 5, 2016, and SERVICE PROVIDER responded to said RFP on August 3, 2016; and

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

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

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

I. SCOPE OF WORK

- 1.1 This contract is for the provision of professional services to be performed by the SERVICE PROVIDER. The parties hereby agree that The COUNTY shall have no liability or obligation to SERVICE PROVIDER or any other person or entity with regard to any obligation not specifically permitted under the terms of the Contract and/or applicable law.
- 1.2 The COUNTY is designated by the State of Tennessee Department of Health as the Lead Agency to receive these grant funds for the provision of HIV Prevention Pre-Exposure Prophylaxis (PrEP) services, as more fully described in the contract with the State of Tennessee, attached hereto as Exhibit A and fully incorporated by reference, as if stated herein verbatim.
- 1.3 The SERVICE PROVIDER agrees to:
 - (a) provide information and materials about PrEP and PrEP-related services to at least twenty (20) new, pre-PrEP clients each month;
 - (b) provide, for the first one hundred eighty (180) days after successful prescription and administration of PrEP, the below noted navigation services to an ongoing case load of

at least twenty (20) clients each month:

- (i) adherence support, including follow-up discussions of any barriers that that clients may face in continuing to accessing and taking PrEP,
- (ii) personalized assessments of the clients' ability to pay for PrEP, including individual insurance status and income assessments,
- (iii) referral to necessary medical services in order to maintain PrEP,
- (iv) support regarding selection of, and scheduling with, appropriate PrEP providers, and

(c) document the number of meetings that are scheduled with ongoing clients, as well as any challenges that clients may face with regard to adherence.

1.4 The SERVICE PROVIDER agrees that at least one representative of the SERVICE PROVIDER will attend four (4) quarterly service provider meetings as scheduled by the COUNTY.

II. TERM AND COMPENSATION

2.1 This Contract shall become effective upon the date of the last signature of the parties hereto and continue through September 29, 2017 with the option to renew for three (3) additional one year periods with the same terms and conditions and 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 SERVICE PROVIDER must be prepared to begin immediately upon receipt of a fully executed contract and written "Notice to Proceed" from the COUNTY.

2.2 The COUNTY agrees to compensate the SERVICE PROVIDER *FIFTY-THREE THOUSAND and 00/100 (\$53,000.00)* for the provision of the Services during the applicable grant period, as outlined in the budget attached hereto as Exhibit B. In no event shall COUNTY be responsible for services rendered outside the scope of the Program and Fiscal Guidance.

COUNTY may amend SERVICE PROVIDER'S Program and Fiscal Guidance, as necessary, to increase and/or eliminate the service categories and the compensation amount for the provision of services during the term of the Contract.

In any event, the sum total of the Contract shall not exceed *ONE HUNDRED AND FOURTEEN THOUSAND AND 00/100 (\$114,000.00)* during the term of this Contract which shall include all reimbursable expenses.

2.3 A monthly invoice of expenses, provided in Exhibit C shall be submitted to the COUNTY by the fifth (5th) working day of each month for reimbursement of actual expenses incurred from the prior month. The COUNTY shall pay such invoices within thirty (30) days of its receipt and

approval of said invoices, providing timely receipt of reimbursement request, supporting documentation and continued appropriation of funds from the Tennessee Department of Health. The COUNTY is not obligated to pay, and will withhold from payment, any amounts the COUNTY has in dispute with the SERVICE PROVIDER based on SERVICE PROVIDER'S non-performance or negligent performance of any of the Services under this Contract.

- 2.4 All expenditures by the SERVICE PROVIDER hereunder must adhere to the line items contained in the SERVICE PROVIDER'S Contract. No budget revisions may be made without prior written approval of the COUNTY. The final expenditure report is due no more than 25 days following the end of the SERVICE PROVIDER Contract period on forms to be provided and approved by the COUNTY. The COUNTY will not be responsible for payment of claims later than the 25 days required for the final expenditure reports.
- 2.5 SERVICE 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 SERVICE PROVIDER be entitled to receive payments for contract fees and expenses incurred in violation of this provision.

III. GENERAL CONDITIONS

3.1 CONTROL

All Services by the SERVICE 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. Neither SERVICE PROVIDER nor COUNTY nor any of their respective agents or employees shall control or have any right to control the manner and means by which the other party carries out its obligations under this Agreement, nor shall either party, its respective agents or employees, be liable to third parties for any act or omission of the other party.

3.2 SERVICE PROVIDER'S PERSONNEL

The SERVICE 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 SERVICE PROVIDER. All efforts will be made by both parties to work cooperatively with each other and their personnel to develop corrective action plan(s) to address and correct unsatisfactory performance. If no improvement in performance after a reasonable length of time of corrective action plan implementation, then COUNTY may request removal of said SERVICE PROVIDER employee. Upon such request, SERVICE PROVIDER shall promptly replace such employee(s) with substitute employee(s) having appropriate skills and training.

The SERVICE PROVIDER and the COUNTY certify, by signing this Contract to the best of each

party's respective knowledge that it, its principals, officers, directors and other officials:

- (a) Are not presently disbarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal or State department or agency;
- (b) Have not within the past three years preceding this Contract been convicted of, or has had a civil judgment rendered against it (or its officers) for the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or Service Provider Contract/contract under a public transaction; violation of a Federal or State antitrust statute or the commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
- (c) Have not within the past three years preceding this Contract award, application and/or proposal had a publicly (Federal, State, or local) funded contract terminated for cause of default.

3.3 INDEPENDENT STATUS

- a. Nothing in this Contract shall be deemed to represent that the SERVICE PROVIDER, or any of the SERVICE PROVIDER's employees or agents, are the agents, representatives, or employees of the COUNTY. The SERVICE PROVIDER is an independent contractor. Anything in this Contract which may appear to give the COUNTY the right to direct the SERVICE PROVIDER as to the details of the performance of the Services under this Contract or to exercise a measure of control over the SERVICE PROVIDER is solely for purposes of compliance with local, state and federal regulations and means that the SERVICE PROVIDER will follow the desires of the COUNTY only as to the intended results of the scope of this Contract. Nothing in this Agreement shall be construed to create the relationship of employer and employee, or principal and agent, or any relationship other than that of independent parties contracting with each other solely for the purposes of carrying out the terms of this Agreement.
- b. It is further expressly agreed and understood by SERVICE PROVIDER that neither it nor its employees or agents are entitled to any benefits which normally accrue to employees of the COUNTY; that SERVICE 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 SERVICE PROVIDER for the Services performed shall be on the SERVICE PROVIDER's letterhead.

3.4 REPORTS

SERVICE PROVIDER shall prepare and submit quarterly reports of its activities, funded under this Contract, to the originating department. The reports shall include the items outlined in Exhibit C. Any such reports provided to the COUNTY shall be prepared with the understanding

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

3.5 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 SERVICE 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) SERVICE PROVIDER has subcontracted, assigned, delegated, transferred its rights, obligations or interests under this Contract without the COUNTY's consent or approval; or
 - (iii) SERVICE 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 SERVICE 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 SERVICE PROVIDER for SERVICE PROVIDER's failure to provide the Services specified under this Contract.
- c. This Contract may be terminated by the COUNTY without cause, breach or penalty by giving thirty (30) days written notice to the other party. In the event of such termination, the SERVICE PROVIDER shall be paid for all Services rendered prior to the Termination Date, provided the SERVICE PROVIDER shall have delivered to COUNTY such statements, accounts, reports and other materials as required under this Contract; however, SERVICE PROVIDER shall not be compensated for any anticipatory profits that have not been earned as of the date of the Termination Date.
- d. Notwithstanding the above or any section herein to the contrary, SERVICE 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 SUB-GRANTEE and the COUNTY may withhold any payments to SERVICE PROVIDER for the purpose of setoff until such time as the exact amount of damages due the COUNTY from SERVICE PROVIDER is determined.

3.6 COMPENSATION FOR CORRECTIONS

No compensation shall be due or payable to SERVICE PROVIDER pursuant to this Contract for any SERVICE PROVIDER's Services performed by the SERVICE 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 SERVICE PROVIDER to properly fulfill any of his obligations as set forth in this Contract.

3.7 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 SERVICE PROVIDER from performance of the Services under this Contract. The COUNTY shall not be responsible for the fulfillment of the SERVICE PROVIDER's obligations to its transferors or subcontractors.
- b. If such subcontracts are approved by the COUNTY, they shall contain, at a minimum, sections of this Service Provider Contract pertaining to Conflicts of Interest, Lobbying, Nondiscrimination, Public Accountability, and Public Notice. Notwithstanding any use of approved subcontractors, the SERVICE PROVIDER shall be the prime contractor and shall be fully and completely responsible for all work performed.
- c. 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.

3.8 CONFLICT OF INTEREST

- a. The SERVICE 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 SERVICE 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 SERVICE PROVIDER in connection with any work contemplated or performed relative to this Contract. Further, no funds hereunder may be contributed to the election campaign of any candidate running for elected office or to influence the outcome of any local, state or federal election.
- b. The SERVICE PROVIDER warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the SERVICE PROVIDER in connection with any work contemplated or performed relative to this Contract.

3.9 CONTINGENT FEES

The SERVICE PROVIDER warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the SERVICE 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 SERVICE 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.

3.10 EMPLOYMENT OF COUNTY WORKERS

The SERVICE 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.

3.11 ACCESS TO RECORDS

- a. Subject to all applicable laws concerning confidentiality of such data or records, during all phases of the work and Services to be provided hereunder, SERVICE PROVIDER agrees to permit duly authorized agents and employees of the COUNTY to enter SERVICE PROVIDER's offices for the purpose of inspections, reviews and audits of data and records maintained on patients who receive services under this Contract, upon reasonable notice during normal working hours. Reviews may also be accomplished at meetings that are arranged at mutually agreeable times and places. The SERVICE 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 five (5) 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. COUNTY agrees to pay reasonable cost to SERVICE PROVIDER for providing copies.
- b. The SERVICE PROVIDER and any approved subcontractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the SERVICE PROVIDER and any approved subcontractor, insofar as they relate to work performed or money received under this Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The SERVICE PROVIDER's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

The records shall be maintained in accordance with Governmental Accounting

Standards Board (GASB) Accounting Standards or the Financial Accounting Standards Board (FASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.

In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

Expenditures shall be made in accordance with local government purchasing policies and procedures and purchasing procedures for local governments authorized under state law.

The SERVICE PROVIDER shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.

The SERVICE PROVIDER shall establish a system of internal controls that utilize the COSO Internal Control - Integrated Framework model as the basic foundation for the internal control system. The SERVICE PROVIDER shall incorporate any additional Comptroller of the Treasury directives into its internal control system.

Any other required records or reports which are not contemplated in the above standards shall follow the format designated by the head of the Grantor State Agency, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.

3.12 DISPUTE RESOLUTION

Any dispute concerning a question of fact in connection with the work not disposed of by agreement between the SERVICE 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.

3.13 RESPONSIBILITIES FOR CLAIMS AND LIABILITIES

- a. SERVICE 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 SERVICE PROVIDER its subcontractors, agents, employees or assigns. SERVICE PROVIDER is governed by the terms of the Tennessee Governmental Tort Liability Act, T.C.A. 29-20- 101 et seq.

("GTLA"), which limits the liability of SERVICE PROVIDER. The parties agree that SERVICE PROVIDER's indemnification, if any, is limited to the maximum amount of liability established by the GTLA. This indemnification shall survive the termination or conclusion of this Contract.

- b. SERVICE PROVIDER expressly understands and agrees that any insurance protection required by this Contract or otherwise provided by the SERVICE 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 SERVICE 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 SERVICE 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 SERVICE PROVIDER as a result of or relating to performance of the Services under this Contract.
- e. SERVICE PROVIDER shall immediately notify the COUNTY of any claim or suit made or filed against SERVICE PROVIDER or its subcontractors regarding any matter resulting from or relating to SERVICE PROVIDER's performance of the Services under this Contract and will cooperate, assist and consult with the COUNTY in the defense or investigation thereof.

3.14 GENERAL COMPLIANCE WITH LAWS

- a. The SERVICE 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 SERVICE 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 SERVICE 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.

3.15 NON-DISCRIMINATION

The SERVICE 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 SERVICE 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 SERVICE 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.

Any recipient entity shall be subject to the requirements of Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d et seq., and regulations promulgated pursuant thereto. It shall develop a Title VI implementation plan with participation by protected beneficiaries as may be required by such law or regulations. To the extent applicable, such plan shall include Title VI implementation plans sub-recipients of federal funds through the entity. The SERVICE PROVIDER shall produce the plan upon request of the COUNTY. Failure to provide same shall constitute a material breach of contract.

3.16 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.

3.17 AMENDMENT

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

3.18 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.

3.19 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.

3.20 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.

3.21 SUBJECT TO FUNDING

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

3.22 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. Reimbursement to the SERVICE PROVIDER for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.

3.23 NON-LIABILITY FOR CONTRACTOR EMPLOYEE TAXES

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

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

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

3.24 INCORPORATION OF OTHER DOCUMENTS

- a. SERVICE PROVIDER shall provide Services pursuant to this Contract in accordance with the terms and conditions set forth within the Shelby County Request for Proposals/Bids as well as the Response of SERVICE 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 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; followed by the Request for Proposals; and lastly, the Response to Request for Proposals.

3.25 CONTRACTING WITH LOCALLY OWNED SMALL BUSINESSES

The SERVICE 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.

3.26 RIGHT TO REQUEST REMOVAL OF SERVICE PROVIDER'S EMPLOYEES

The COUNTY may interview the personnel SERVICE PROVIDER assigns to COUNTY's work. All efforts will be made by both parties to work cooperatively with each other and their personnel to develop corrective action plan(s) to address and correct unsatisfactory performance. If no improvement in performance after a reasonable length of time of corrective action plan implementation, then COUNTY may request removal of said SERVICE PROVIDER employee. Upon such request, SERVICE PROVIDER shall promptly replace such employee(s) with substitute employee(s) having appropriate skills and training.

3.27 INCORPORATION OF WHEREAS CLAUSES

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

3.28 DISCLOSURE OF REPORTS, DATA OR OTHER INFORMATION

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

3.29 ORGANIZATION STATUS AND AUTHORITY

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

3.30 INSURANCE REQUIREMENTS

- a. The SERVICE 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 SERVICE PROVIDER's operations under the Contract, whether such operations are performed by itself or by any SERVICE PROVIDER or by anyone directly or indirectly employed by any of them, or by anyone for whose acts the SERVICE PROVIDER or SERVICE PROVIDER 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 and employees will be named as additional insureds. The SERVICE PROVIDER will maintain throughout the life of this Contract insurance, through insurers rated A- or better by A.M. Best, in the following minimum

requirements. All policies will provide for thirty (30) days written notice to COUNTY of cancellation or material change in coverage provided. If policy terms and conditions do not allow for notice COUNTY, SERVICE PROVIDER will immediately notify COUNTY and provide evidence or replacement coverage with no lapse.

- i) Errors and Omissions/or Professional Liability coverage with limits of \$1,000,000.00 per occurrence/\$3,000,000.00 annual aggregate, indicating if coverage is on occurrence basis or claims made.
 - ii) Commercial General Liability coverage with minimum limits of \$1,000,000.00 per occurrence bodily injury and property damage/ \$1,000,000.00 personal and advertising injury/\$2,000,000.00 general aggregate coverage, \$2,000,000.00 annual aggregate products/completed operations, indicating whether coverage provided on a claims-made or on an occurrence basis. Shelby County Government, its elected officials, appointees and employees will be named as additional insureds. The insurance shall include _____ coverage _____ for _____ the following:
 - a. Premises/Operations;
 - b. Products/Completed Operations;
 - c. Contractual Liability;
 - d. Independent Contractors;
 - e. Personal and Advertising Injury.
 - f. Assault and Battery
 - g. Sexual Molestation
 - iii) Workers Compensation and Employers' Liability Insurance – Workers' compensation statutory limits as required by Tennessee. This policy should include Employers' Liability coverage for \$1,000,000.00 each accident; \$500,000 - Disease - each employee; and Disease - \$500,000 policy limit. Contractor/provider waives its right of subrogation against Shelby County for any and all workers' compensation claims. Policy will include waiver of subrogation endorsement in favor of Shelby County Government.
 - iv) Business Automobile Liability Insurance - minimum limit of \$1,000,000.00 each accident for property damage and bodily injury. Coverage is to be provided on all owned/leased, hired and non-owned autos. Shelby County Government, its elected officials, appointees and employees will be named as additional insureds.
- c. SERVICE PROVIDER shall provide County with a current copy of the Certificate of Insurance at the time of contracting and shall maintain said insurance or self- 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
County Attorney's Office, Contracts Administration
Department 160 N. Main, Suite 950
Memphis, TN 38103

- d. Upon termination or cancellation of any claims-made insurance currently in effect under this Contract, the SERVICE PROVIDER shall purchase an extended reporting endorsement and furnish evidence of same to the County.
- e. Any coverage applying to COUNTY shall be considered primary and contributory regardless of any insurance or self-insurance the COUNTY may maintain.
- f. If the SERVICE PROVIDER maintains higher limits than the minimums shown above, the COUNTY requires and shall be entitled to coverage for the higher limits maintained by the SERVICE PROVIDER. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the COUNTY as additional insureds.
- g. Any insurance company of the Provider shall be admitted and authorized to do business in the State of Tennessee and shall carry a minimum rating assigned by A.M. Best & Company's Key Rating Guide of "A-" and a Financial Size Category of "X".

3.31 NOTICE

All notices, offers, acceptances, waivers, and other communications under this contract shall be in writing, and shall be deemed to have been both given and received when delivered to the party in person or, if mailed, when deposited in the U.S. Mails, by certified mail, postage pre-paid, with return receipt requested, to the party at the following address:

COUNTY: Shelby County (*Ryan White Program*)
160 N. Main St., Suite 250
Memphis, Tennessee 38103
Attn.: Jennifer Pepper, Administrator

and

Shelby County Government
Contract Administration
160 N. Main St., Suite 950
Memphis, Tennessee 38103

VENDOR: ~~Memphis Gay and Lesbian Community Center~~ ^{very} *OUT Memphis*
892 Cooper Street
Memphis, TN 38104

Attention: Will Batts

or to such other address as any party, by notice to all others, may designate from time to time.

3.32 WAVIER OF PROPRIETARY INTEREST

Notwithstanding anything to the contrary contained herein or within any other document supplied to the COUNTY by the SERVICE PROVIDER, the SERVICE PROVIDER understands and acknowledges that the COUNTY is a governmental entity subject to the laws of the State of Tennessee and that any report, data or other information supplied to the COUNTY by the SERVICE 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.

IV. ADDITIONAL CONDITIONS

4.1 DATA SECURITY

SERVICE PROVIDER 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.

SERVICE PROVIDER shall apply all vendor-issued security updates for system hardware and software components maintained by the SERVICE PROVIDER within 30 days of issuance.

Upon notification by the COUNTY, the SERVICE PROVIDER 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 SERVICE PROVIDER 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 - SERVICE PROVIDER 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. SERVICE PROVIDER 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. SERVICE PROVIDER 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 - SERVICE PROVIDER 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 SERVICE PROVIDER's actions.

- iii) Personally Identifiable Information (PII) - SERVICE PROVIDER 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.

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EXIHBT B: BUDGET FORM

APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning October 1, 2016, and ending September 29, 2017.				
POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹ (detail schedule(s) attached as applicable)	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1	Salaries ²	\$34,900.00	\$0.00	\$34,900.00
2	Benefits & Taxes	\$6,300.00	\$0.00	\$6,300.00
4, 15	Professional Fee/ Grant & Award ²	\$0.00	\$0.00	\$0.00
5	Supplies	\$0.00	\$0.00	\$0.00
6	Telephone	\$900.00	\$0.00	\$900.00
7	Postage & Shipping	\$0.00	\$0.00	\$0.00
8	Occupancy	\$2,900.00	\$0.00	\$2,900.00
10	Printing & Publications	\$1,700.00	\$0.00	\$1,700.00
11, 12	Travel/ Conferences & Meetings ²	\$1,100.00	\$0.00	\$1,100.00
14	Insurance	\$400.00	\$0.00	\$400.00
18	Other Non-Personnel ²	\$0.00	\$0.00	\$0.00
22	Indirect Cost (% and method)	\$4,800.00	\$0.00	\$4,800.00
24	In-Kind Expense	\$0.00	\$0.00	\$0.00
25	GRAND TOTAL	\$53,000.00	\$0.00	\$53,000.00

¹ Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, *Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A*. (posted on the internet at: <http://www.state.tn.us/finance/act/documents/policy3.pdf>).

² Applicable detail follows this page if line-item is funded.

EXIHIBT B: BUDGET FORM (continued)

BUDGET LINE-ITEM DETAIL

SALARIES	AMOUNT
Martavius Hampton, Sexual Health Program Manager (.15 FTE of \$36,050 for 9 months)	\$4,200.00
Elokin CaPece, Operations Manager (.25 FTE of \$41,000 per year)	\$10,300.00
Ace Brooks, Men's Sexual Health Specialist (.5 FTE of \$26,450 for 9 months)	\$10,200.00
Kayla Gore, Transgender Services Specialist (.5 FTE of \$26,450 for 9 months)	\$10,200.00
TOTAL	\$34,900.00

BENEFITS & TAXES	AMOUNT
Operations Manager - Standard fringe benefits package: FICA (Social Security), FUTA and SUTA (Federal and State Unemployment), Medical Insurance reimbursement, Workman's compensation, Medicare deduction, Paid time off (Benefits = Annual salary x 18% fringe rate) (Costs covered by OUTMemphis)	\$800.00
Sexual Health Program Manager - Standard fringe benefits package: FICA (Social Security), FUTA and SUTA (Federal and State Unemployment), Medical Insurance reimbursement, Workman's compensation, Medicare deduction, Paid time off (Benefits = Annual salary x 18% fringe rate) (\$972.00 rounded to \$1000)	\$1,900.00
Men's Sexual Health Specialist - Standard fringe benefits package: FICA (Social Security), FUTA and SUTA (Federal and State Unemployment), Medical Insurance reimbursement, Workman's compensation, Medicare deduction, Paid time off (Benefits = Annual salary x 18% fringe rate) (\$2376.00 rounded to \$2400)	\$1,800.00
Transgender Services Specialist - Standard fringe benefits package: FICA (Social Security), FUTA and SUTA (Federal and State Unemployment), Medical Insurance reimbursement, Workman's compensation, Medicare deduction, Paid time off (Benefits = Annual salary x 18% fringe rate) (\$2376.00 rounded to \$2400)	\$1,800.00
TOTAL	\$6,300.00

SUPPLIES	AMOUNT
TOTAL	\$0.00

TELEPHONE	AMOUNT
Cell phone reimbursement for Navigation program staff (2 staff x \$36/month x 12 months = \$864)	\$900.00
TOTAL	\$900.00

POSTAGE & SHIPPING	AMOUNT
SPECIFIC, DESCRIPTIVE, DETAIL (REPEAT ROW AS NECESSARY)	\$0.00
TOTAL	\$0.00

OCCUPANY	AMOUNT
1 day a week (for Strategy 1 and 2 activities) x \$55 per day for 52 weeks. Per day cost includes utilities, mortgage payment, repairs and maintenance, exterminator, security costs, building insurance, and phone and internet. \$19,600 (per year cost)/ 365 = \$53.69 = \$2,860	\$2,900.00
TOTAL	\$2,900.00

PRINTING & PUBLICATIONS	AMOUNT
Printing costs for PrEP Provider Directory and Outreach Promotional Materials: 4 printer cartridge bundles (\$100 each) + 1 box printer paper (\$50) = \$450	\$500.00
Printing costs for PrEP Navigation client documentation and educational materials: 2 printer cartridge bundles (\$100 each) + 1/2 box printer paper (\$25) = \$225	\$200.00
PrEP pamphlets and brochures (500 x \$160 x 6 types)	\$1,000.00
TOTAL	\$1,700.00

TRAVEL / CONFERENCES & MEETINGS	AMOUNT
Mileage for Peer Navigators (15 miles per week X 50 weeks x \$0.54 X 2 people = \$810)	\$800.00
Mileage for Sexual Health Program Manager (10 miles per week X 50 weeks x \$0.54 = \$270)	\$300.00
TOTAL	\$1,100.00

INSURANCE	AMOUNT
	\$400.00
TOTAL	\$400.00

OTHER NON-PERSONNEL	AMOUNT
	\$0.00
TOTAL	\$0.00

INDIRECT COST (% AND METHOD)	AMOUNT
10% Indirect	\$4,800.00
TOTAL	\$4,800.00

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

**APPROVED AS TO FORM
AND LEGALITY:**

Contract Administration/
Assistant County Attorney

SHELBY COUNTY GOVERNMENT

Mark H. Luttrell, Jr., Mayor

OUTMEMPHIS

By: 

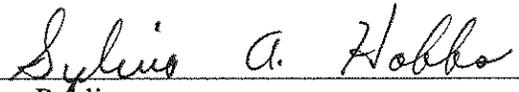
Title: Executive Director

CORPORATE ACKNOWLEDGMENT

**STATE OF TENNESSEE
COUNTY OF SHELBY**

Before me, the undersigned, a Notary Public, in and for the State and County aforesaid, personally appeared **WILLIAM BATTIS** with whom I am personally acquainted or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged himself/herself to be president or other officer authorized by appropriate Corporate action and/or Resolution to execute the preceding instrument of **OUTMEMPHIS** the within named bargainer, a corporation, and that she/he as such president or other officer executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself/herself as **WILLIAM BATTIS**.

WITNESS my hand and official seal at office this 14 day of October, 2016.


Notary Public

My Commission Expires: 02/19/18





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/14/2016

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

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

PRODUCER Peterson Insurance Services Inc 8046 N Brother Blvd. Suite 101A Bartlett, TN 38133	CONTACT NAME: Hugh M. Peterson Jr	
	PHONE (A/C, No, Ext): (901) 867-9090 FAX (A/C, No):	
INSURED OUTMemphis, LBGTQ Center for the Mid-South Memphis Gay & Lesbian Center 892 S. Cooper Memphis, TN 38104	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Allied Insurance/Nationwide	42579
	INSURER B: Market Insurance Company	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			ACPLGP07192783735	07/10/2016	07/10/2017	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
	GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE	\$ 2,000,000
	OTHER:						PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/>			ACPLGP07192783735	07/10/2016	07/10/2017	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ 0			ACPCAA7182783735	07/10/2016	07/10/2017	EACH OCCURRENCE	\$ 1,000,000
							AGGREGATE	\$ 1,000,000
								\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N <input type="checkbox"/> N/A	MWC0035780-05	07/10/2016	07/10/2017	PER STATUTE <input checked="" type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$ 500,000
							E.L. DISEASE - EA EMPLOYEE	\$ 500,000
							E.L. DISEASE - POLICY LIMIT	\$ 500,000

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

CERTIFICATE HOLDER Shelby County Government 160 N. Main Street 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. AUTHORIZED REPRESENTATIVE
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WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY INFORMATION PAGE

Original Printing

Issued July 6, 2016

Standard

Type : Stock
Markel Insurance Company
Ten Parkway North
Deerfield, IL 60015

NCCI Carrier Code:22616

Policy Number:

MWC0035780-05

Renewal of Policy:

MWC0035780-04

Rewrite of Policy:

Fein # / Risk ID #:

621398741 /

1. The Insured's Name and Mailing address:

OUTMemphis, The LGBTQ Center for
the Mid-Sout
892 S Cooper St
Memphis, TN 38104-5603
901-278-6422

DBA Name:

SIC CODE: 8322

Other work place not shown above:See Attached Location Schedule

Type of
entity:

Nonprofit

2. The policy period is from 07/10/2016 to 07/10/2017 [12.01 AM Standard Time] at the insured's mailing address.

3. A. Workers Compensation Insurance: Part One of this policy applies to the Workers

Compensation Law of the states listed here: TENNESSEE

B. Employers liability Insurance: Part Two of this policy applies to work in each state listed in Item 3A.

The limits of our liability under Part Two are:

Table with 3 columns: Injury Type, Amount, and Limit/Employee. Rows include Bodily Injury by Accident (\$500,000 each accident), Bodily Injury by Disease (\$500,000 policy limit), and Bodily Injury by Disease (\$500,000 each employee).

C. Other States Insurance: Part Three of this policy applies to the states, if any, listed here

All states except those listed in item 3A of the Information Page and the following states or territories: AZ, District of Columbia, ID, ME, MT, NJ, NY, ND, OH, OR, WA, WY, Puerto Rico and US Virgin Islands.

D. California Endorsements and Schedules

Other State Endorsements and Schedules:

MDWC1001, MJWC1000, MPIL 1007, MWC 1201, WC000000C, WC000310, WC000313, WC000406, WC000414, WC000419, WC000421D, WC000422B, WC410402, WC890600B

4. The premium for this policy will be determined by our Manual of Rules, Classifications, Rates and Rating Plans. All Information required is subject to verification and change by audit.

Minimum Premium: 643.00

Deposit Premium:\$620.00

Total Estimated Annual Premium:\$4,130.00

Pay plan: 10-Pay- 15%

Producer:Peterson Insurance Services Inc
8046 N Brother Blvd 901-386-4777
Bartlett TN 38133

Countersigned By:

Date: 09/28/2016

Servicing office:

Markel Service, Inc., (888) 500-3344
Central Park Plaza, 222 South 15th Street, Suite 1500N
Omaha, NE 68102-1680

(See extension of information page for class code, rate and premium detail)

THIS INFORMATION PAGE WITH THE WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY AND ENDORSEMENTS, IF ANY ISSUED TO FORM A PART THEREOF, COMPLETES THE ABOVE NUMBERED POLICY

MDWC 1001 05 10

POLICY INFORMATION PAGE ENDORSEMENT

The following item(s)

- X Insured's Name (WC 89 06 01)
 - Policy Number (WC 89 06 02)
 - Effective Date (WC 89 06 03)
 - Expiration Date (WC 89 06 04)
 - Insured's Mailing Address (WC 89 06 05)
 - Experience Modification (WC 89 04 06)
 - Producer's Name (WC 89 06 07)
 - Change in Workplace of Insured (WC 89 06 08)
 - Insured's Legal Status (WC 89 06 10)
 - Item 3.A. States (WC 89 06 11)
 - Item 3.B. Limits (WC 89 06 12)
 - Item 3.C. States (WC 89 06 13)
 - Item 3.D. Endorsement Numbers (WC 89 06 14)
 - Item 4. Class, Rate, Other (WC 89 04 15)
 - Interim Adjustment of Premium (WC 89 04 16)
 - Carrier Servicing Office (WC 89 06 17)
 - Interstate/Intrastate Risk ID Number (WC 89 06 18)
 - Carrier Number (WC 89 06 19)
 - Issuing Agency/Producer Office Address (WC 89 06 25)
- is changed as follows:

Action	Type	Previous Value	New Value
Change	Insured Name / DBA Name	Memphis Gay & Lesbian Community Center	OUTMemphis, The LGBTQ Center for the Mid-South

Total Estimated Annual Premium \$4,130.00 Premium Adjustment \$0.00
 Minimum Premium \$ 643.00 Deposit Premium \$620.00

All other terms and conditions of this policy remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 07/14/2016 Policy No. MWC0035780-05 Endorsement No.

Insured: OUTMemphis, The LGBTQ Center for the Mid-Sout Premium (See Attached)

Insurance Company: Markel Insurance Company Countersigned by _____

WC890600B
Ed, 7-01

© 2001 National Council on Compensation Insurance, Inc.



007584-011927-38608759-09282016



MWC0035780-05

GRATUITY DISCLOSURE FORM

Shelby County Ethics Commission

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

1. **NAME**

William Batts

2. **DATE OF GRATUITY**

NA

3. **NATURE AND PURPOSE OF THE GRATUITY**

NA

4. **NAME OF THE OFFICIAL, EMPLOYEE, APPOINTEE, OR FAMILY MEMBER WHO RECEIVED THE GRATUITY**

NA

5. **NAME OF THE PERSON OR ENTITY THAT PROVIDED THE GRATUITY**

NA

6. **ADDRESS OF THE PERSON OR ENTITY THAT PROVIDED THE GRATUITY**

NA



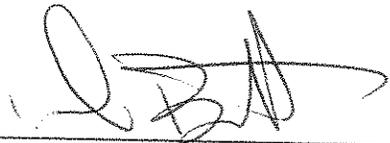
7. DESCRIPTION OF THE GRATUITY

NA

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

NA

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



Signature

Oct 11, 2016

Date

William Batts

Print Name

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