

For Metro Use Only
Number: 16042
Date: Sept. 30, 2005

**CONTRACT BETWEEN
METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY
AND
CORRECT CARE SOLUTIONS
FOR PURCHASE OF SERVICES**

This contract is entered into on this first day of October, 2005, by and between **THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY**, a municipal corporation of the State of Tennessee ("Metro") and Correct Care Solutions, 3343 Perimeter Hill Drive, Suite 200, Nashville, Tennessee 37211 ("Contractor"). This contract consists of the following documents:

- *This document,*
- *Request For Proposal (RFP)# 05-04,*
- *Business Computer Associates-Electronic Health Record System Statement of Work dated August 26, 2005 (the "BCA Statement of Work"),*
- *Value added services-network, claims adjudication and claims payment services for the inmates as stated in Letter of August 18, 2005,*
- *Contractor's Response, and*
- *Affidavits and Insurance.*

In the event of conflicting provisions, all documents shall be construed according to the following priorities:

- *any properly executed amendment or change order to this contract (most recent with first priority),*
- *this contract,*
- *RFP #05-04,*
- *BCA-Electronic Health Record System Proposal,*
- *Value added services-network, claims adjudication and claims payment services for the inmates as stated in Letter of August 18, 2005,*
- *Contractor's Response, and*
- *Affidavits and Insurance.*

1. **Duties and Responsibilities of Contractor.** Contractor agrees to provide and Metro agrees to purchase the following services:

- A) **Provide Healthcare Medical Services for inmates in the custody of Metro's Sheriff's Department as requested in RFP #04-05 and will be provided as stated in Contractor's Response,**
- B) **Provide Electronic Medical Records Solution as submitted by BCA and included herein.**
- C) **Value Added services as noted in Letter dated August 18, 2005.**

2. **Term.**

- a) The term of this contract will begin on the date this contract is signed by all required parties and filed in the office of the Metropolitan Clerk. Metro contemplates that the contract term will begin on or about October 1, 2005 (beginning date). The initial contract term will end on September 30, 2008 (ending date).
- b) This contract may be extended for two (2) additional term(s) of one (1) year each. The option to extend shall be mutually agreed upon by both parties. The option to extend will be exercised by the Purchasing Agent. To be effective, any extension must be approved by Metro's Department of Law and Department of Finance. In no event shall the term of this contract including extensions, exceed five (5) years.

3. **Compensation.** Contractor shall be paid according to "Option 3" as proposed by Contractor and herein attached as Exhibit A, which is incorporated herein by reference as fully as if reprinted herein in its entirety.

There will be no other charges or fees for the performance of this contract. Metro will make reasonable efforts to make payments within 30 days of receipt of invoice but in any event shall make payment within 60 days. Metro will make reasonable efforts to make payments to Small Businesses within 15 days of receipt of invoice but in any event shall make payment within 60 days.

Subject to and in accordance with the provisions of this Section, Metro may withhold payment of any invoice from Contractor (or part thereof) that it in good faith disputes as due or owing. In such case, Metro shall pay any undisputed amounts and provide a written explanation to Contractor of the reason it disputes the amount. The failure of Metro to pay a disputed invoice, or to pay the disputed part of an invoice, shall not constitute a breach or default by Metro, so long as Metro complies with the provisions of this Section 3. All of Contractor's obligations under this Contract shall continue unabated during the resolution of the dispute.

4. **Electronic Payment.** Upon request by Metro, the Contractor shall have thirty (30) days to complete and sign Metro's form authorizing electronic payments to the Contractor. Thereafter, all payments to the Contractor, under this or any other contract the Contractor has with Metro, shall be made electronically.

5. **Taxes.** Metro shall not be responsible for any taxes that are imposed on Contractor. Furthermore, Contractor understands that it cannot claim exemption from taxes by virtue of any exemption that is provided to Metro.

6. **Deleted.**

7. **Copyright, Trademark, Service Mark, or Patent Infringement.**

- a) Contractor shall, at its own expense, be entitled to and shall have the duty to defend any suit which may be brought against Metro to the extent that it is based on a claim that the products or services furnished infringe a copyright, Trademark, Service Mark, or patent. Contractor shall further indemnify and hold harmless Metro against any award of damages and costs made against Metro by a final judgment of a court of last resort in any such suit. Metro shall provide Contractor immediate notice in writing of the existence of such claim and full right and opportunity to conduct the defense thereof, together with all available information and reasonable cooperation, assistance and authority to enable Contractor to do so. No costs or expenses shall be incurred for the account of Contractor without its written consent. Metro reserves the right to participate in the defense of any such action. Contractor shall have the right to enter into negotiations for and the right to effect settlement or compromise of any such action, but no such settlement or compromise shall be binding upon Metro unless approved by the Metro Department of Law Settlement Committee and, where required, the Metro Council. Notwithstanding the provisions of this contract, this Section 7 shall not apply to any matters pertaining to the Electronic Medical Records Services, which shall be governed by the BCA Agreements.
- b) If the products or services furnished under this contract are likely to, or do become, the subject of such a claim of infringement, then without diminishing Contractor's obligation to satisfy the final award, Contractor may at its option and expense:
- i) *Procure for Metro the right to continue using the products or services.*
 - ii) *Replace or modify the alleged infringing products or services with other equally suitable products or services that are satisfactory to Metro, so that they become non-infringing.*
 - iii) *Remove the products or discontinue the services and cancel any future charges pertaining thereto.*
 - iv) *Provided, however, that Contractor will not exercise option b.iii. until Contractor and Metro have determined that options b.i. and b.ii. are impractical.*
- c) Contractor shall have no liability to Metro, however, if any such infringement or claim thereof is based upon or arises out of:
- i) *The use of the products or services in combination with apparatus or devices not supplied or else approved by Contractor.*

- ii) *The use of the products or services in a manner for which the products or services were neither designated nor contemplated.*
- iii) *The claimed infringement in which Metro has any direct or indirect interest by license or otherwise, separate from that granted herein.*

8. **Termination--Breach.** Should either party fail to fulfill in a timely and proper manner its obligations under this contract or if it should violate any of the terms of this contract, the non-breaching party shall have the right to terminate the contract with a sixty (60) day written notice, which notice shall specify the terms of the alleged breach. The breaching party shall have five (5) days from receipt of the written notice to cure such breach in which case and the contract will continue without termination for breach. Such termination shall not relieve the breaching party of any liability to the other party for damages sustained by virtue such breach.

9. **Termination--Funding.** Should funding for this contract be discontinued, Metro shall have the right to terminate the contract with a sixty (60) day written notice to Contractor.

10. **Termination--Notice.** Metro may terminate this contract at any time upon ninety (90) days written notice to Contractor. Metro shall reimburse Contractor for all work performed and invoiced in accordance with Section 3 of this contract up to the effective date of termination.

11. **Compliance with Laws.** Contractor agrees to comply with any applicable federal, state and local laws and regulations.

12. **Notices and Designation of Agent for Service of Process.**

a) Notice of assignment of any rights to money due to Contractor under this contract must be mailed or hand delivered to the attention of Metro's Chief Accountant, Division of Accounts, Department of Finance, 222 Third Avenue North, Suite 750, Nashville, Tennessee 37201, with a copy to the recipient for Metro notices listed below. All other notices to Metro shall be mailed or hand delivered to:

Department: Metro Health Department
Att'n: Dr. Stephanie Bailey, Director
Addr: 311 23rd Ave., North
Nashville, TN 37203

AND

Metro Sheriff's Department
Darron Hall, Sheriff
506 2nd Ave., North
Nashville, TN 37201

AND

Metro Purchasing Department
Jeff Gossage, Purchasing Agent

222 3rd Ave., No., Suite 601
Nashville, TN 37201

a) Notices to Contractor shall be mailed or hand delivered to:

Contractor: Correct Care Solutions, LLC
Att'n: Patrick Cummiskey, Ex. Vice President
Addr: 3343 Perimeter Hill Drive, Suite 200
Nashville, TN 37211

Telephone 615-324-5777 (direct) 615-319-4440 (cell)
Fax 615-831-5131
E-mail Patrick@correctcaresolutions.com

b) Contractor designates the following as the Contractor's agent for service of process and will waive any objection to service of process if process is served upon this agent:

Designated Agent: Patrick Cummiskey, Ex. Vice President
Correct Care Solutions, LLC
Addr: 3343 Perimeter Hill Drive, Suite 200
Nashville, TN 37211

13. **Maintenance of Records.** Contractor shall maintain documentation for all charges against Metro. The books, records, and documents of Contractor, insofar as they relate to work performed or money received under the contract, shall be maintained for a period of three (3) full years from the date of final payment and will be subject to audit, at any reasonable time and upon reasonable notice by Metro or its duly appointed representatives. The records shall be maintained in accordance with generally accepted accounting principles.
14. **Monitoring.** The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by Metro, the Department of Finance/Division of Internal Audit, or their duly appointed representatives.
15. **Metro Property.** Any Metro property, including but not limited to books, records and equipment, that is in Contractor's possession shall be maintained by Contractor in good condition and repair, and shall be returned to Metro by Contractor upon termination of the contract. All goods, documents, records, and other work product and property produced during the performance of this contract are deemed to be Metro property.
16. **Modification of Contract.** This contract may be modified only by written amendment executed by all parties and their signatories hereto. All change orders, where required, shall be executed in conformance with section 4.24.020 of the Metropolitan Code of Laws.

17. **Partnership/Joint Venture.** Nothing herein shall in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. None of the parties hereto shall hold itself out in a manner contrary to the terms of this paragraph. No party shall become liable for any representation, act or omission of any other party contrary to the terms of this paragraph.

18. **Waiver.** No waiver of any provision of this contract shall affect the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.

19. **Employment.** Contractor shall not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age, sex, or which is in violation of applicable laws concerning the employment of individuals with disabilities.

20. **Non-Discrimination.** It is the policy of the Metropolitan Government not to discriminate on the basis of age, race, sex, color, national origin, or disability in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this contract, Contractor certifies and warrants it will comply with this policy. No person shall be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in Metro's contracted programs or activities, on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or Tennessee State Constitutional or statutory law; nor shall they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with Metro or in the employment practices of Metro's Contractors. Accordingly, all Proposers entering into contracts with Metro shall, upon request, be required to show proof of such nondiscrimination and to post in conspicuous places that are available to all employees and applicants, notices of nondiscrimination.

21. **Insurance.** During the term of this Contract, Contractor shall at its sole expense obtain and maintain in full force and effect for the duration of the Agreement and any extension hereof at least the following types and amounts of insurance for claims which may arise from or in connection with this Agreement.

1.) Commercial General Liability Insurance occurrence version commercial general liability insurance or equivalent form with a limit of not less than one million (\$1,000,000.00) dollars each occurrence for bodily injury, personal injury, and property damage. If such insurance contains a general aggregate limit, it shall apply separately to the work/location in this Agreement or be no less than five times the occurrence limit.

Such insurance shall:

a.) Contain or be endorsed to contain a provision that includes Metro, its officials, officers, employees, and volunteers as additional

insureds with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. The coverage shall contain no special limitations on the scope of its protection afforded to the above-listed insureds.

- b.) For any claims related to this agreement, Contractor's insurance coverage shall be primary insurance as respects Metro, its officers, officials, employees, and volunteers. Any insurance or self-insurance programs covering Metro, its officials, officers, employees, and volunteers shall be excess of Contractor's insurance and shall not contribute with it.

2.)Automotive Liability Insurance including vehicles owned, hired, and non-owned, with a combined single limit of not less than one million (\$1,000,000.00) dollars each accident. Such insurance shall include coverage for loading and unloading hazards. Insurance shall contain or be endorsed to contain a provision that includes Metro, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of automobiles owned, leased, hired, or borrowed by or on behalf of Contractor.

3.)Worker's Compensation (If applicable), Contractor shall maintain workers' compensation insurance with statutory limits as required by the State of Tennessee or other applicable laws and employers' liability insurance with limits of not less than \$100,000. Contractor shall require each of its subcontractors to provide Workers' Compensation for all of the latter's employees to be engaged in such work unless such employees are covered by Contractor's workers' compensation insurance coverage.

4.) Other Insurance: Premises and Operations Liability, Products and Completed Operations Liability and Broad Form Contractual Liability with \$1,000,000 per occurrence or \$5,000,000 aggregate per project.

Also Professional Liability (including Errors & Omissions) of \$1,000,000 per occurrence and \$5,000,000 aggregate. Contractor shall provide professional liability insurance covering claims arising from real or alleged errors, omissions, or negligent acts committed in the performance of professional services under this contract.

5.)*Other Insurance Requirements.* Contractor shall:

- a. Prior to commencement of services, furnish Metro with original certificates and amendatory endorsements effecting coverage required by this section and provide that such insurance shall not be cancelled, allowed to expire, or be materially reduced in coverage except on 30 days' prior written notice to Metro's Law Department, 222 Third Avenue North, Suite 501, Nashville, TN 37201.
- b. Provide certified copies of endorsements and policies if requested by Metro in lieu of or in addition to certificates of insurance.

- c. Replace certificates, policies, and/or endorsements for any such insurance expiring prior to completion of services.
- d. Maintain such insurance from the time services commence until services are completed. Failure to maintain or renew coverage or to provide evidence of renewal may be treated by Metro as a material breach of contract.
- e. Place such insurance with insurer licensed to do business in Tennessee and having A.M. Best Company ratings of no less than A-. Modification of this standard may be considered upon appeal to the Metro Director of Risk Management Services.
- f. Deleted.
- g. Any deductibles and/or self-insured retentions greater than \$10,000.00 must be disclosed to and approved by Metro prior to the commencement of services.
- h. If the Contractor has or obtains primary and excess policy(ies), there shall be no gap between the limits of the primary policy and the deductible features of the excess policies.

22. Contingent Fees. Contractor hereby represents that Contractor has not been retained or retained any persons to solicit or secure a Metropolitan Government contract upon an agreement or understanding for a contingent commission, percentage, or brokerage fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. Breach of the provisions of this paragraph is, in addition to a breach of this contract, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under Metropolitan Government contracts.

23. Gratuities and Kickbacks. It shall be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefor. It shall be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this contract, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under Metropolitan Government contracts.

24. Indemnification and Hold Harmless. Contractor shall indemnify and hold harmless Metro, its officers, agents and employees from:

- a) Any claims, damages, costs and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of Contractor, its officers, employees and/or agents, including its sub or independent contractors, in connection with the performance of the contract; provide that Contractor shall have no liability to Metro under this provision for matters arising from the negligence or willful misconduct of Metro its officers, agents and employees, and,
- b) Any claims, damages, penalties, costs and attorney fees arising from any failure of Contractor, its officers, employees and/or agents, including its sub or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.
- c) Pursuant to Tennessee Attorney General Opinion 93-01, Metro will not indemnify, defend or hold harmless in any fashion the Contractor from any claims arising from any failure, regardless of any language in any attachment or other document that the Contractor may provide.
- d) Contractor shall pay Metro any expenses incurred as a result of Contractor's failure to fulfill any obligation in a professional and timely manner under this Contract.

25. Attorney Fees. Contractor agrees that in the event either party takes legal action to enforce any provision of the contract or to obtain a remedy for any breach of this contract, and in the event Metro prevails in such action, Contractor shall pay all expenses of such action incurred at any and all stages of the litigation, including costs, and reasonable attorney fees for Metro.

26. Assignment--Consent Required. The provisions of this contract shall inure to the benefit of and shall be binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to Contractor under this contract, neither this contract nor any of the rights and obligations of Contractor hereunder shall be assigned or transferred in whole or in part without the prior written consent of Metro. Any such assignment or transfer shall not release Contractor from its obligations hereunder. **NOTICE OF ASSIGNMENT OF ANY RIGHTS TO MONEY DUE TO CONTRACTOR UNDER THIS CONTRACT MUST BE SENT TO THE ATTENTION OF METRO'S CHIEF ACCOUNTANT, DIVISION OF ACCOUNTS, DEPARTMENT OF FINANCE, 222 THIRD AVENUE NORTH, SUITE 750, NASHVILLE, TENNESSEE 37201.**

27. Entire Contract. This contract sets forth the entire agreement between the parties with respect to the subject matter hereof and shall govern the respective duties and obligations of the parties.

28. Force Majeure. No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by *force majeure*, meaning any act of God, storm, fire, casualty,

unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of Government, act of public enemy, or other cause of similar or dissimilar nature beyond its control.

29. **Governing Law.** The validity, construction and effect of this contract and any and all extensions and/or modifications thereof shall be governed by the laws of the State of Tennessee. Tennessee law shall govern regardless of any language in any attachment or other document that the Contractor may provide.
30. **Venue.** Any action between the parties arising from this agreement shall be maintained in the courts of Davidson County, Tennessee.
31. **Severability.** Should any provision of this contract be declared to be invalid by any court of competent jurisdiction, such provision shall be severed and shall not affect the validity of the remaining provisions of this contract.
32. **HIPAA.** A. **Definitions.** The following terms shall have the meaning indicated when capitalized and used in this Contract:
1. "Business Associate/Contractor" for the Metropolitan Government of Nashville-Davidson County ("Metro") is defined as a company or person, outside of Metro's workforce, who, (i) on behalf of Metro provides a service or function that involves the use or disclosure of individually identifiable health information to perform the service or function, and (ii) is required to enter into a business associate agreement with Metro pursuant to the terms of the Federal Privacy Regulations. Some examples may include, but are not limited to, transportation companies, shredding companies, medical billing and collection companies, etc.
 2. "Federal Privacy Regulations" mean the regulations contained in 45 C.F.R. parts 160 and 164, as amended.
 3. "Federal Security Regulations" mean the regulations contained in 45 C.F.R. parts 160, 162 and 164, as amended.
 4. "HIPAA" means the administrative simplification section of the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 1320d through d-8.
 5. "Protected Health Information" or "PHI" means any protected health information, as defined in 45 C.F.R. 164.501, as amended.
 6. "Required by Law" means a mandate contained in law that compels a covered entity to make a use or disclosure of protected health information and that is enforceable in a court of law. Required by Law, includes, but is not limited to, court orders and court-ordered warrants; subpoenas or summons

issued by a court, grand jury, a governmental or tribal inspector general, or an administrative body authorized to require the production of information; a civil or an authorized investigative demand; Medicare conditions of participation with respect to health care providers participating in the program; statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing public benefits.

- B. Permitted Uses and Disclosures. Business Associate/Contractor shall not use or disclose any Protected Health Information other than as permitted by this Contract in order to perform Business Associate/Contractor's obligations under this Contract or as Required by Law. Business Associate/Contractor may also use or disclose PHI as required for Business Associate/Contractor's proper management and administration, provided that if Business Associate/Contractor discloses any PHI to a third party for such a purpose, Business Associate/Contractor shall enter into a written agreement with such third party requiring that party: (i) to hold the PHI confidentially and not to use or further disclose the PHI except as Required by Law, and (ii) to notify Business Associate/Contractor immediately of any instances of which it becomes aware in which the confidentiality of the PHI is breached.
- C. Minimum Necessary Information; Safeguards. Business Associate/Contractor shall only request from Metro, and shall only use and disclose, the minimum amount of PHI necessary to carry out the Business Associate/Contractor's responsibilities under this Contract. Business Associate/Contractor shall implement appropriate safeguards to prevent the use or disclosure of Metro's Protected Health Information other than as provided for in this Contract. If Business Associate/Contractor becomes aware of any use or disclosure of Metro's Protected Health Information not provided for in this Contract, Business Associate/Contractor shall report such information to Metro within thirty (30) days or as soon as possible thereafter.
- D. Reporting. If Business Associate/Contractor becomes aware of any use or disclosure of PHI in violation of this Contract, Business Associate/Contractor shall immediately, but no more than thirty (30) days report such information to Metro. Business Associate/Contractor shall also require its employees, agents, and subcontractors to immediately report any use or disclosure of PHI in violation of this contract. Business Associate/Contractor shall cooperate with, and take any action required by, Metro to mitigate any harm caused by such improper disclosure.
- E. Agents and Subcontractors. Business Associate/Contractor shall require any agent or subcontractor that carries out any duties for Business Associate/Contractor involving the use, custody, disclosure, creation of, or access to PHI to enter into a written contract with Business Associate/Contractor containing provisions substantially identical to the restrictions and conditions set forth in this Contract.

- F. Policies, Privacy Practices and Restrictions. Business Associate/Contractor shall assure that each of its agents and employees has received appropriate training regarding HIPAA confidentiality and patient privacy compliance issues.
- G. Patient Rights. Business Associate/Contractor acknowledges that the Federal Privacy Regulations require Metro to provide patients and Metro's employees and their dependents with a number of privacy rights, including (1) the right to inspect PHI within the possession or control of Metro, its Business Associate/Contractors and their subcontractors, (2) the right to amend such PHI, (3) the right to obtain an accounting of certain disclosures of their PHI to third parties and (4) the right to request confidential communications of their PHI. Business Associate/Contractor shall respond to such request in a timely manner. Business Associate/Contractor shall establish and maintain adequate internal controls and procedures allowing it to readily assist Metro in complying with patient and Metro employee's and their dependent's request to exercise any patient rights granted by the HIPAA Privacy Regulations, and shall, at no additional cost to Metro, comply with all such request to amend, provide access to, receive confidential communications or create an accounting of disclosures of the PHI in the possession of Business Associate/Contractor or its agents and subcontractors. If Business Associate/Contractor receives a request directly from a patient to exercise any patient rights granted by the Privacy Regulations, Business Associate/Contractor shall immediately forward the request to Metro.
- H. HIPAA Security Requirements. At such time when the Federal Security Regulations are effective, Business Associate/Contractor shall have implemented administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of Metro's electronic Protected Health Information that Business Associate/Contractor creates, receives, maintains or transmits on behalf of Metro as required by the Federal Security Regulations. Upon request, Business Associate/Contractor shall allow Metro to review such safeguards. Business Associate/Contractor shall promptly report to Metro any security incident involving electronic PHI of which Business Associate/Contractor becomes aware.
- I. Audits and Inspections. Business Associate/Contractor shall make its internal practices, books and records relating to the use and disclosure of PHI available to Metro for inspection upon request and to the Secretary of Health and Human Services to the extent required for determining Metro's compliance with the Privacy Regulations.
- J. Termination and Return of PHI. Notwithstanding anything to the contrary in the Contract, Metro may terminate this Contract immediately if, in Metro's opinion, Business Associate/Contractor breaches any provision of this Contract. Metro may, in its sole discretion, give Business Associate/Contractor thirty (30) days in which to cure the breach and mitigate any damages. Upon termination of this

contract for any reason, Business Associate/Contractor, shall, if feasible, return or destroy, as determined by Metro, all PHI received from Metro or created by Business Associate/Contractor on behalf of Metro. If such return or destruction is not feasible, as mutually agreed to by the parties, the parties agree that the requirements of this Contract shall survive termination and that Business Associate/Contractor shall limit all further uses and disclosures of PHI to those purposes that make the return or destruction of such information infeasible. Upon Metro's request, Business Associate/Contractor shall certify in writing the all of Metro's Protected Health Information has been destroyed.

- K. Interpretation. Any ambiguity in this Contract shall be resolved to permit Metro to comply with the Federal Privacy Regulations and Federal Security Regulations.

33. **Effective Date.** This contract shall not be binding upon the parties until it has been signed first by the Contractor and then by the authorized representatives of the Metropolitan Government and has been filed in the office of the Metropolitan Clerk. When it has been so signed and filed, this contract shall be effective as of the date first written above.

THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:
Purchasing Agent:

[Signature]

RECOMMENDED:
Department Head

[Signature]

Department: Metro Health Department
Department Head

[Signature]

Department: Metro Sheriff's Department

APPROVED AS TO AVAILABILITY OF FUNDS:

[Signature]
Director of Finance

APPROVED AS TO RISK AND INSURANCE:

[Signature] 9/30/05
Director of Insurance

APPROVED AS TO FORM AND LEGALITY:

[Signature] 9/30/2005
Metropolitan Attorney

FILED IN THE OFFICE OF THE METROPOLITAN CLERK:

[Signature]

Date: 9/30/2005

CONTRACTOR

CORRECT CARE SOLUTIONS, LLC

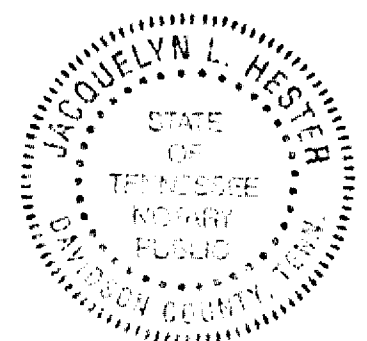
BY: [Signature]

Title: Executive Vice-President

Sworn to and subscribed to before me, a Notary Public, this 20th **day of** September **, 2005, by** Patrick J. Cumiskey **, the** Executive Vice President **of Contractor and duly authorized to execute this instrument on Contractor's behalf.**

[Signature]
Notary Public

My Commission Expires 11-25-06



My Commission Expires NOV. 25, 2006

Affidavits

State of Tennessee

County of Davidson

As used herein, "Offeror" will include bidders and proposers.

Compliance with Laws: After first being duly sworn according to law, the undersigned (Affiant) states that he/she is the VP (Title) of Connect Car Solutions (Offeror), and that Offeror is presently in compliance with, and will continue to maintain compliance with, all applicable laws. Thus, Affiant states that Offeror has all applicable licenses, including business licenses, copies of which are attached hereto. Finally, Affiant states that Offeror is current on its payment of all applicable gross receipt taxes and personal property taxes.

Contingent Fees: In accordance with the Metropolitan Government's 1992 Procurement Code, it is a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a Metropolitan Government contract upon an agreement or understanding for a contingent commission, percentage, or brokerage fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. After first being duly sworn according to law, the undersigned (Affiant) states that the Offeror has not retained anyone in violation of the foregoing.

Non-Discrimination: After first being duly sworn according to law, the undersigned (Affiant) states that by its employment policy, standards, and practices the Offeror does not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal, or laying off of any individual due to his/her race, creed, color, national origin, age, or sex, and that the Offeror is not in violation of and will not violate any applicable laws concerning the employment of individuals with disabilities.

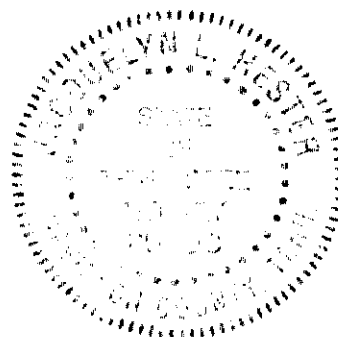
It is the policy of the Metropolitan Government not to discriminate on the basis of age, race, sex, color, national origin, or disability in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of its contract with the Metropolitan Government, Offeror certifies and warrants it will comply with this policy.

And Further Affiant sayeth not:

By: [Signature]
Title: Executive - Vice President
Address: 3343 Perimeter Hill Drive
Suite 200, Nashville, TN 37211

Sworn to and subscribed before me on this 30th day of September, 2005.

[Signature]
Notary Public
My commission expires: 11-25-06





NEW AMENDMENT/CHANGE ORDER WORK SHEET

CONTRACT #: 16042 DATE: 6/12/2008 BUYER: McDonald, Angie @ 862-6664

This AMENDMENT/CHANGE ORDER was initiated by: Stan Romine IN DEPARTMENT: Health

Type: RFP # 05-04 Send copies of this AMENDMENT/CHANGE ORDER to: Jim Diamond-Health;
John Ford-Sheriff's Office; Patrick Cummiskey-pcummiskey@correctcaresolutions.com

*VENDOR NAME: Correct Care Solutions

LLC
ADDRESS: 3343 Perimeter Hill Drive,
Suite 200, Nashville, TN 37211

CONTACT: Patrick Cummiskey
PHONE: 615-324-5757
FAX: 615-831-5131
E-MAIL: see above
VENDOR #: SmarTRAC # 16171 E 1#474465

*CONTRACTOR (is/or will) utilize a SMALL &/or DISADVANTAGED BUSINESS: NO

If YES, identify SBE/MBE/WBE firm and amount of participation:

How was AMENDMENT/CHANGE ORDER sent to vendor? E-MAIL What date? 6/12/2008

*Contract Start Date: 10/1/2005 *Expiration Date: 9/30/2010

Renewal Option: YES If Renewal Explain: Two Year Renewal Option

*Total Contract Value: \$9.00 per Year If OTHER Explain:

Evaluation Score: Price Escalation/De-Escalation: YES Commodity Code: 8512

*Payment Terms: NET 30 If OTHER Explain:

Retainage Required: NO

Bond Required: NO

Insurance On File: YES

Insurance Expiration Date: 2007

Various Departments: NO

Department: Health

MAYOR / FINANCE DIRECTOR NARRATIVE:

* DESCRIPTION OF THE GOODS AND/OR SERVICES PROVIDED (What is contract for?): Healthcare services for inmates housed by the Metro Sheriff's Office. This amendment activates the final two years of the contract and adding some constraints to overall cost of the contract. ✓

*THE NAME OF ALL OTHER OFFERORS, THEIR SCORES AND AMOUNT:

Eval. Score	Amount	Offerors	Status
0.00			Evaluated
0.00	\$0.00		Evaluated
0.00	\$0.00		Evaluated
0.00	\$0.00		Evaluated
0.00	\$0.00		Evaluated
0.00	\$0.00		Evaluated
0.00	\$0.00		Evaluated
0.00	\$0.00		Evaluated
0.00	\$0.00		Evaluated
0.00	\$0.00		Evaluated
0.00	\$0.00		Evaluated

**AMENDMENT NO. ONE TO CONTRACT NO. 16042 BETWEEN
METROPOLITAN GOVERNMENT OF NASHVILLE-DAVIDSON COUNTY
AND
CORRECT CARE SOLUTIONS**

This amendment is entered into on this first day of July 2008, by and between the Metropolitan Government of Nashville-Davidson County and **CORRECT CARE SOLUTIONS** (hereinafter "Contractor"), **3343 Perimeter Hill Drive, Suite 300, Nashville, Tennessee 37211.**

WITNESSETH

Whereas, the parties desire to change the terms and conditions of this contract agreement with Correct Care Solutions ("CCS") and the Metropolitan Government of Nashville-Davidson County Department of Health, the parties here by agree to the following:

Section 2, Term shall now read that Metropolitan Government will exercise its option to renew this contract for two additional terms of one year each with the contract expiring on September 30, 2010.

Section 3, Compensation. The base amount of contract for current contract year ending September 30, 2008 is \$7,048,576.00. This base amount will be increased by \$162,407.00 which will be billed in three (3) equal installments of \$54,135.83 over the last three (3) months of this contract period ending September 30, 2008. Contractor will ensure these supplemental costs are labeled as such on the final three (3) invoices starting July 2008 through September 2008.

The base amount is \$7,048,576.00 plus a 4.75% (334,807.00) increase to \$7,383,383.00 for the contract term beginning October 1, 2008. 4.75 percent (%) increase will also be used for the final term of the contract being effective on July 1, 2009. The base amount will also be increased by the following:

- A) Staffing Pool: \$649,630.00 for staffing adjustments to assist with increased population and ensure compliance with Federal and National standards.
- B) Per Diem Adjustment of \$554,344: The Per Diem level will now be 2,800. For monthly ADP's under 2,800. Contractor will reimburse Metro \$2.25 per inmate per day for the difference between ADP and

new per diem level of 2,800. Contractor will be paid \$2.25 per inmate per day for difference between ADP and 2,800 for monthly populations that exceed 2,800.

- C) **Off-Site Services Cap:** Increases annual compensation to \$1,400,000.00. Contractor will be responsible for managing and providing monthly updates regarding all expenses associated with off-site medical care. The annual cap will be established at 1.4 million dollars. At the end of either contract year, should any monies remaining under the cap of \$1.4 million dollars, the remaining amount will be equally shared between Contractor and Metro. Should either contract year expenses exceed \$1.4 million dollars, Contractor and Metro will equally share all costs and Contractor will bill Metro their portion of these costs as expenses are incurred. Should Metro General Hospital and/or Metro Fire Department-EMT division cease to provide medically necessary services consistent with current practices as of May 2008, all financial risk above the cap of \$1.4 million will be borne entirely by Metro.

Furthermore, should claims expenses exceed \$25,000.00 annually for all patients who generated claims due to Metro General Hospital being "On-Divert", the financial responsibility for these claims would be entirely borne by Metro and not applied to annual cap. Metro shall not be responsible for any services provided off-site that should have been taken care of in Metro's facility (i.e., routine dental work). Contractor shall handle all claims adjudication under this shared risk arrangement. No services provided by Metro General Hospital or Metro Fire Department-EMT will be applied to cap or adjudicated by Contractor as the financial responsibility for these costs are not part of Correct Care Solutions' contractual obligations.

Summary of compensation for contract year beginning October 1, 2008 would be as follows:

\$7,383,383.00	Old base plus annual increase
\$ 649,630.00	Staffing adjustments
\$ 554,344.00	Increase in per diem level to 2,800
\$1,400,000.00	Annual shared risk off-site services cap
\$9,987,357.00	Total annual compensation (new base amount)

- D) For contract year beginning October 1, 2009, Contractor will receive a 4.75 percent (%) increase. The new base compensation plus the increase equates to a total annual compensation of \$10,461,756.00 for the period of October 1, 2009 through September 30, 2010.
- E) **Off-Site Trips:** The ceiling for off-site trips shall now be changed from 200 to 180.

PS

This amendment shall not be binding upon the parties until it has been signed first by Correct Care Solutions and then by the representatives of the Metropolitan Government and has been filed in the Office of the Metropolitan Clerk. When it has been so signed and filed, this amendment shall be effective as of the date first written above.

CORRECT CARE SOLUTIONS:

By: [Signature] Print/Type Name Patrick Cummings

Title: Executive Vice President

Sworn to and subscribed before me JACQUELYN HESTER [Signature], a Notary Public, this

12th day of June, 2008. My commission expires 11/22/2010



THE METROPOLITAN GOVERNMENT OF NASHVILLE-DAVIDSON COUNTY

Approved: [Signature] 06-13-08 P04:00 OUT

Approved: [Signature]

Purchasing Agent

Karl F. Dean, Mayor

Approved as to form and legality:

ATTEST:

Metropolitan Attorney

[Signature]
Metropolitan Clerk

Approved as to availability of funds:

Date: 8/14/08

Director of Finance

Approved:

Director of Health Department

Board of Health



CONTRACT AMENDMENT SUMMARY

PO/DO #: 16042 Adm #2

Date: 5/7/2009

Contact: McDonald, Angie @ 862-6664

Contract or Amendment Summary:

This amendment adds to the Contractor's responsibilities the providing of an electronic medical records solution by using the contractor's ERMA (sm) product. This service had been subcontracted out to BCA.

Initial Contract Value: **\$9,000,000.00** This is an indefinite delivery Per Year
Terms: NET 30

If an Amendment, this is number: **002** This Amendment Value: **\$140,532.00**

Contract Start Date: **10/1/2005** Expiration Date: **9/30/2010** Contract Amendment emailed to supplier on

Contractor's Name: **Correct Care Solutions, 3343
Perimeter Hill Drive, Suite 300, Nashville, TN 37211**

CONTACT: **Patrick Cummiskey**
PHONE: **615-324-5777**
FAX: **615-831-5131**
E-MAIL:

partick@correctcaresolutions.c

om

VENDOR #: **SmarTRAC# 16474 E1# 474465**

ADDRESS:

Renewal Option: **NO** If Renewal Explain: **None**
Retainage Required: **NO** Bond Required: **NO**

Price Escalation/De-Escalation: **YES**
Insurance on File: **YES**

Contract Includes:

Small Business: **NO** Amount: Minority Owned Businesses: **NO** Amount: **\$0.00**
Green/Sustainability: **NA** Women Owned Businesses: **NO** Amount: **\$0.00**

Solicitation Detail:

Solicitation Type: **RFP** # **05-04** Solicitation Title:
Request Initiated by: Phone #: Commodity Code:
Department: Send copies to:
Available to Various Departments: **NO** If no, why?
Historical Price: \$ Budget Amount: \$ Initial Proposal: \$

Eval. Score	Amount	Offerors	Status
			Awarded

Additional Information:

**AMENDMENT NO. TWO TO CONTRACT NO. 16042 BETWEEN
METROPOLITAN GOVERNMENT OF NASHVILLE AND-DAVIDSON COUNTY
AND
CORRECT CARE SOLUTIONS**

This amendment is entered into on this first day of March 2009, by and between the Metropolitan Government of Nashville and Davidson County through the Metropolitan Health Department and **CORRECT CARE SOLUTIONS** (hereinafter "Contractor"), **3343 Perimeter Hill Drive, Suite 300, Nashville, Tennessee 37211.**

WITNESSETH

Whereas, the parties desire to change the terms and conditions of this contract agreement with Correct Care Solutions ("CCS") and the Metropolitan Government of Nashville and Davidson County Department of Health, the parties here by agree to the following:

Sections listing the documents of this contract, remove any document(s) that pertain to the BCA-Electronic Health Record System Proposal.

Section 1 (B), Duties and Responsibilities of Contractor should now read: Provide Electronic Medical Records Solution as proposed by "CCS" through its ERMA(sm) product.

Section 2 (B), Term. Effective date for the completion of the transition from the subcontractor, BCA to "CCS" for providing electronic medical records services will be October 1, 2009.

Section 3, Compensation should now include: Cost for transition and providing the electronic medical software services of "CCS" ERMA (sm) product will not cost any additional charges to Metro, therefore year four (4) of the contract will have \$4,280.58 per month for license fee access and for year five (5) of the contract will have \$4,430.42 per month for license fee access charges.

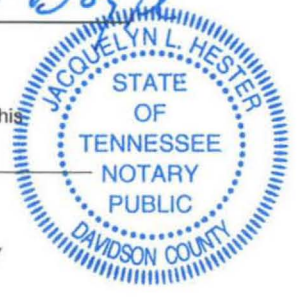
This amendment shall not be binding upon the parties until it has been signed first by Correct Care Solutions and then by the representatives of the Metropolitan Government and has been filed in the Office of the Metropolitan Clerk. When it has been so signed and filed, this amendment shall be effective as of the date first written above.

CORRECT CARE SOLUTIONS:

By: Genard Boyle Print/Type Name Genard Boyle
CSC

Title: _____

Sworn to and subscribed before me JACQUELYN HESTER, a Notary Public, this 10 day of May, 2009. My commission expires 11/22/2010



THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

Approved: [Signature]
Purchasing Agent

Approved: [Signature]
Karl F. Dean, Mayor

Approved as to form and legality: [Signature]
Metropolitan Attorney

ATTEST: [Signature]
Metropolitan Clerk

Date: 6/23/09

Approved as to availability of funds: [Signature]
Director of Finance

Approved: [Signature]
Director of Health Department

Approved: [Signature]
Chair, Board of Health

**AMENDMENT NO. TWO TO CONTRACT NO. 16042 BETWEEN
METROPOLITAN GOVERNMENT OF NASHVILLE AND-DAVIDSON COUNTY
AND
CORRECT CARE SOLUTIONS**

This amendment is entered into on this first day of March 2009, by and between the Metropolitan Government of Nashville and Davidson County through the Metropolitan Health Department and **CORRECT CARE SOLUTIONS** (hereinafter "Contractor"), **3343 Perimeter Hill Drive, Suite 300, Nashville, Tennessee 37211.**

WITNESSETH

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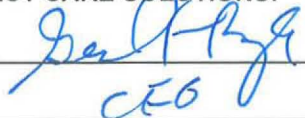
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Section 3, Compensation should now include: Cost for transition and providing the electronic medical software services of "CCS" ERMA (sm) product will not cost any additional charges to Metro, therefore year four (4) of the contract will have \$4,280.58 per month for license fee access and for year five (5) of the contract will have \$4,430.42 per month for license fee access charges.

This amendment shall not be binding upon the parties until it has been signed first by Correct Care Solutions and then by the representatives of the Metropolitan Government and has been filed in the Office of the Metropolitan Clerk. When it has been so signed and filed, this amendment shall be effective as of the date first written above.

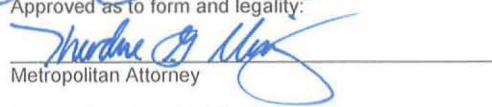
CORRECT CARE SOLUTIONS:

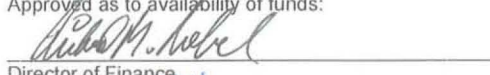
By:  Print/Type Name GERARD F. Boyle
Title: CEO

Sworn to and subscribed before me JACQUELYN HESTER, a Notary Public, this
6 day of May, 2009. My commission expires 11/22/2010

THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

Approved: 
Purchasing Agent

Approved as to form and legality: 
Metropolitan Attorney

Approved as to availability of funds: 
Director of Finance

Approved: 
Director of Health Department

Approved: 
Chair, Board of Health

Approved: 
Karl F. Dean, Mayor

ATTEST: 
Metropolitan Clerk

Date: 6/23/09

AMENDMENT NO. ONE TO CONTRACT NO. 16042 BETWEEN
METROPOLITAN GOVERNMENT OF NASHVILLE-DAVIDSON COUNTY
AND
CORRECT CARE SOLUTIONS

This amendment is entered into on this first day of July 2008, by and between the Metropolitan Government of Nashville-Davidson County and **CORRECT CARE SOLUTIONS** (hereinafter "Contractor"), **3343 Perimeter Hill Drive, Suite 300, Nashville, Tennessee 37211.**

WITNESSETH

Whereas, the parties desire to change the terms and conditions of this contract agreement with Correct Care Solutions ("CCS") and the Metropolitan Government of Nashville-Davidson County Department of Health, the parties here by agree to the following:

Section 2, Term shall now read that Metropolitan Government will exercise its option to renew this contract for two additional terms of one year each with the contract expiring on September 30, 2010.

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- B) Per Diem Adjustment of \$554,344: The Per Diem level will now be 2,800. For monthly ADP's under 2,800, Contractor will reimburse Metro \$2.25 per inmate per day for the difference between ADP and

new per diem level of 2,800. Contractor will be paid \$2.25 per inmate per day for difference between ADP and 2,800 for monthly populations that exceed 2,800.

- C) Off-Site Services Cap: Increases annual compensation to \$1,400,000.00. Contractor will be responsible for managing and providing monthly updates regarding all expenses associated with off-site medical care. The annual cap will be established at 1.4 million dollars. At the end of either contract year, should any monies remaining under the cap of \$1.4 million dollars, the remaining amount will be equally shared between Contractor and Metro. Should either contract year expenses exceed \$1.4 million dollars, Contractor and Metro will equally share all costs and Contractor will bill Metro their portion of these costs as expenses are incurred. Should Metro General Hospital and/or Metro Fire Department-EMT division cease to provide medically necessary services consistent with current practices as of May 2008, all financial risk above the cap of \$1.4 million will be borne entirely by Metro.

Furthermore, should claims expenses exceed \$25,000.00 annually for all patients who generated claims due to Metro General Hospital being "On-Divert", the financial responsibility for these claims would be entirely borne by Metro and not applied to annual cap. Metro shall not be responsible for any services provided off-site that should have been taken care of in Metro's facility (i.e., routine dental work). Contractor shall handle all claims adjudication under this shared risk arrangement. No services provided by Metro General Hospital or Metro Fire Department-EMT will be applied to cap or adjudicated by Contractor as the financial responsibility for these costs are not part of Correct Care Solutions' contractual obligations.

Summary of compensation for contract year beginning October 1, 2008 would be as follows:

\$7,383,383.00	Old base plus annual increase
\$ 649,630.00	Staffing adjustments
\$ 554,344.00	Increase in per diem level to 2,800
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\$9,987,357.00	Total annual compensation (new base amount)

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- E) Off-Site Trips: The ceiling for off-site trips shall now be changed from 200 to 180.

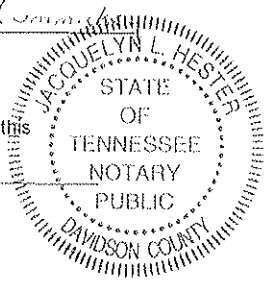
This amendment shall not be binding upon the parties until it has been signed first by Correct Care Solutions and then by the representatives of the Metropolitan Government and has been filed in the Office of the Metropolitan Clerk. When it has been so signed and filed, this amendment shall be effective as of the date first written above.

CORRECT CARE SOLUTIONS:

By: [Signature] Print/Type Name Patrick Connors

Title: Executive Vice President Jacquelyn Hester

Sworn to and subscribed before me JACQUELYN L. HESTER, a Notary Public, this 12th day of June, 2008. My commission expires 11/22/2010



THE METROPOLITAN GOVERNMENT OF NASHVILLE-DAVIDSON COUNTY

Approved: 06-13-08 P04:00 OUT
[Signature]
Purchasing Agent

Approved: [Signature]
[Signature]
Karl F. Dean, Mayor

Approved as to form and legality:
[Signature]
Metropolitan Attorney

ATTEST:
[Signature]
Metropolitan Clerk

Approved as to availability of funds:
[Signature]
Director of Finance

Date: 6/14/08

Approved:
[Signature]
Director of Health Department

[Signature]
Board of Health

For Metro Use Only
Number: 16042
Date: Sept. 30, 2005

**CONTRACT BETWEEN
METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY
AND
CORRECT CARE SOLUTIONS
FOR PURCHASE OF SERVICES**

This contract is entered into on this first day of October, 2005, by and between THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY, a municipal corporation of the State of Tennessee ("Metro") and Correct Care Solutions, 3343 Perimeter Hill Drive, Suite 200, Nashville, Tennessee 37211 ("Contractor"). This contract consists of the following documents:

- *This document,*
- *Request For Proposal (RFP)# 05-04,*
- *Business Computer Associates-Electronic Health Record System Statement of Work dated August 26, 2005 (the "BCA Statement of Work"),*
- *Value added services-network, claims adjudication and claims payment services for the inmates as stated in Letter of August 18, 2005,*
- *Contractor's Response, and*
- *Affidavits and Insurance.*

In the event of conflicting provisions, all documents shall be construed according to the following priorities:

- *any properly executed amendment or change order to this contract (most recent with first priority),*
- *this contract,*
- *RFP #05-04,*
- *BCA-Electronic Health Record System Proposal,*
- *Value added services-network, claims adjudication and claims payment services for the inmates as stated in Letter of August 18, 2005,*
- *Contractor's Response, and*
- *Affidavits and Insurance.*

1. **Duties and Responsibilities of Contractor.** Contractor agrees to provide and Metro agrees to purchase the following services:

- A) Provide Healthcare Medical Services for inmates in the custody of Metro's Sheriff's Department as requested in RFP #04-05 and will be provided as stated in Contractor's Response,**
- B) Provide Electronic Medical Records Solution as submitted by BCA and included herein.**
- C) Value Added services as noted in Letter dated August 18, 2005.**

2. Term.

- a) The term of this contract will begin on the date this contract is signed by all required parties and filed in the office of the Metropolitan Clerk. Metro contemplates that the contract term will begin on or about October 1, 2005 (beginning date). The initial contract term will end on September 30, 2008 (ending date).
- b) This contract may be extended for two (2) additional term(s) of one (1) year each. The option to extend shall be mutually agreed upon by both parties. The option to extend will be exercised by the Purchasing Agent. To be effective, any extension must be approved by Metro's Department of Law and Department of Finance. In no event shall the term of this contract including extensions, exceed five (5) years.

3. Compensation. Contractor shall be paid according to "Option 3" as proposed by Contractor and herein attached as Exhibit A, which is incorporated herein by reference as fully as if reprinted herein in its entirety.

There will be no other charges or fees for the performance of this contract. Metro will make reasonable efforts to make payments within 30 days of receipt of invoice but in any event shall make payment within 60 days. Metro will make reasonable efforts to make payments to Small Businesses within 15 days of receipt of invoice but in any event shall make payment within 60 days.

Subject to and in accordance with the provisions of this Section, Metro may withhold payment of any invoice from Contractor (or part thereof) that it in good faith disputes as due or owing. In such case, Metro shall pay any undisputed amounts and provide a written explanation to Contractor of the reason it disputes the amount. The failure of Metro to pay a disputed invoice, or to pay the disputed part of an invoice, shall not constitute a breach or default by Metro, so long as Metro complies with the provisions of this Section 3. All of Contractor's obligations under this Contract shall continue unabated during the resolution of the dispute.

4. Electronic Payment. Upon request by Metro, the Contractor shall have thirty (30) days to complete and sign Metro's form authorizing electronic payments to the Contractor. Thereafter, all payments to the Contractor, under this or any other contract the Contractor has with Metro, shall be made electronically.

5. Taxes. Metro shall not be responsible for any taxes that are imposed on Contractor. Furthermore, Contractor understands that it cannot claim exemption from taxes by virtue of any exemption that is provided to Metro.

6. Deleted.

7. Copyright, Trademark, Service Mark, or Patent Infringement.

a) Contractor shall, at its own expense, be entitled to and shall have the duty to defend any suit which may be brought against Metro to the extent that it is based on a claim that the products or services furnished infringe a copyright, Trademark, Service Mark, or patent. Contractor shall further indemnify and hold harmless Metro against any award of damages and costs made against Metro by a final judgment of a court of last resort in any such suit. Metro shall provide Contractor immediate notice in writing of the existence of such claim and full right and opportunity to conduct the defense thereof, together with all available information and reasonable cooperation, assistance and authority to enable Contractor to do so. No costs or expenses shall be incurred for the account of Contractor without its written consent. Metro reserves the right to participate in the defense of any such action. Contractor shall have the right to enter into negotiations for and the right to effect settlement or compromise of any such action, but no such settlement or compromise shall be binding upon Metro unless approved by the Metro Department of Law Settlement Committee and, where required, the Metro Council. Notwithstanding the provisions of this contract, this Section 7 shall not apply to any matters pertaining to the Electronic Medical Records Services, which shall be governed by the BCA Agreements.

b) If the products or services furnished under this contract are likely to, or do become, the subject of such a claim of infringement, then without diminishing Contractor's obligation to satisfy the final award, Contractor may at its option and expense:

i) *Procure for Metro the right to continue using the products or services.*

ii) *Replace or modify the alleged infringing products or services with other equally suitable products or services that are satisfactory to Metro, so that they become non-infringing.*

iii) *Remove the products or discontinue the services and cancel any future charges pertaining thereto.*

iv) *Provided, however, that Contractor will not exercise option b.iii. until Contractor and Metro have determined that options b.i. and b.ii. are impractical.*

c) Contractor shall have no liability to Metro, however, if any such infringement or claim thereof is based upon or arises out of:

i) *The use of the products or services in combination with apparatus or devices not supplied or else approved by Contractor.*

- ii) *The use of the products or services in a manner for which the products or services were neither designated nor contemplated.*
- iii) *The claimed infringement in which Metro has any direct or indirect interest by license or otherwise, separate from that granted herein.*

8. **Termination-Breach.** Should either party fail to fulfill in a timely and proper manner its obligations under this contract or if it should violate any of the terms of this contract, the non-breaching party shall have the right to terminate the contract with a sixty (60) day written notice, which notice shall specify the terms of the alleged breach. The breaching party shall have five (5) days from receipt of the written notice to cure such breach in which case and the contract will continue without termination for breach. Such termination shall not relieve the breaching party of any liability to the other party for damages sustained by virtue such breach.

9. **Termination-Funding.** Should funding for this contract be discontinued, Metro shall have the right to terminate the contract with a sixty (60) day written notice to Contractor.

10. **Termination-Notice.** Metro may terminate this contract at any time upon ninety (90) days written notice to Contractor. Metro shall reimburse Contractor for all work performed and invoiced in accordance with Section 3 of this contract up to the effective date of termination.

11. **Compliance with Laws.** Contractor agrees to comply with any applicable federal, state and local laws and regulations.

12. **Notices and Designation of Agent for Service of Process.**

- a) Notice of assignment of any rights to money due to Contractor under this contract must be mailed or hand delivered to the attention of Metro's Chief Accountant, Division of Accounts, Department of Finance, 222 Third Avenue North, Suite 750, Nashville, Tennessee 37201, with a copy to the recipient for Metro notices listed below. All other notices to Metro shall be mailed or hand delivered to:

Department: Metro Health Department
Att'n: Dr. Stephanie Bailey, Director
Addr: 311 23rd Ave., North
Nashville, TN 37203

AND

Metro Sheriff's Department
Darron Hall, Sheriff
506 2nd Ave., North
Nashville, TN 37201

AND

Metro Purchasing Department
Jeff Gossage, Purchasing Agent

222 3rd Ave., No., Suite 601
Nashville, TN 37201

- a) Notices to Contractor shall be mailed or hand delivered to:

Contractor: Correct Care Solutions, LLC
Att'n: Patrick Cummiskey, Ex. Vice President
Addr: 3343 Perimeter Hill Drive, Suite 200
Nashville, TN 37211

Telephone 615-324-5777 (direct) 615-319-4440 (cell)
Fax 615-831-5131
E-mail Patrick@correctcaresolutions.com

- b) Contractor designates the following as the Contractor's agent for service of process and will waive any objection to service of process if process is served upon this agent:

Designated Agent: Patrick Cummiskey, Ex. Vice President
Correct Care Solutions, LLC
Addr: 3343 Perimeter Hill Drive, Suite 200
Nashville, TN 37211

13. **Maintenance of Records.** Contractor shall maintain documentation for all charges against Metro. The books, records, and documents of Contractor, insofar as they relate to work performed or money received under the contract, shall be maintained for a period of three (3) full years from the date of final payment and will be subject to audit, at any reasonable time and upon reasonable notice by Metro or its duly appointed representatives. The records shall be maintained in accordance with generally accepted accounting principles.
14. **Monitoring.** The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by Metro, the Department of Finance/Division of Internal Audit, or their duly appointed representatives.
15. **Metro Property.** Any Metro property, including but not limited to books, records and equipment, that is in Contractor's possession shall be maintained by Contractor in good condition and repair, and shall be returned to Metro by Contractor upon termination of the contract. All goods, documents, records, and other work product and property produced during the performance of this contract are deemed to be Metro property.
16. **Modification of Contract.** This contract may be modified only by written amendment executed by all parties and their signatories hereto. All change orders, where required, shall be executed in conformance with section 4.24.020 of the Metropolitan Code of Laws.

17. **Partnership/Joint Venture.** Nothing herein shall in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. None of the parties hereto shall hold itself out in a manner contrary to the terms of this paragraph. No party shall become liable for any representation, act or omission of any other party contrary to the terms of this paragraph.
18. **Waiver.** No waiver of any provision of this contract shall affect the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.
19. **Employment.** Contractor shall not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age, sex, or which is in violation of applicable laws concerning the employment of individuals with disabilities.
20. **Non-Discrimination.** It is the policy of the Metropolitan Government not to discriminate on the basis of age, race, sex, color, national origin, or disability in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this contract, Contractor certifies and warrants it will comply with this policy. No person shall be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in Metro's contracted programs or activities, on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or Tennessee State Constitutional or statutory law; nor shall they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with Metro or in the employment practices of Metro's Contractors. Accordingly, all Proposers entering into contracts with Metro shall, upon request, be required to show proof of such nondiscrimination and to post in conspicuous places that are available to all employees and applicants, notices of nondiscrimination.
21. **Insurance.** During the term of this Contract, Contractor shall at its sole expense obtain and maintain in full force and effect for the duration of the Agreement and any extension hereof at least the following types and amounts of insurance for claims which may arise from or in connection with this Agreement.
- 1.) Commercial General Liability Insurance occurrence version commercial general liability insurance or equivalent form with a limit of not less than one million (\$1,000,000.00) dollars each occurrence for bodily injury, personal injury, and property damage. If such insurance contains a general aggregate limit, it shall apply separately to the work/location in this Agreement or be no less than five times the occurrence limit.
- Such insurance shall:
- a.) Contain or be endorsed to contain a provision that includes Metro, its officials, officers, employees, and volunteers as additional

insureds with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. The coverage shall contain no special limitations on the scope of its protection afforded to the above-listed insureds.

- b.) For any claims related to this agreement, Contractor's insurance coverage shall be primary insurance as respects Metro, its officers, officials, employees, and volunteers. Any insurance or self-insurance programs covering Metro, its officials, officers, employees, and volunteers shall be excess of Contractor's insurance and shall not contribute with it.

2.)Automotive Liability Insurance including vehicles owned, hired, and non-owned, with a combined single limit of not less than one million (\$1,000,000.00) dollars each accident. Such insurance shall include coverage for loading and unloading hazards. Insurance shall contain or be endorsed to contain a provision that includes Metro, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of automobiles owned, leased, hired, or borrowed by or on behalf of Contractor.

3.)Worker's Compensation (If applicable), Contractor shall maintain workers' compensation insurance with statutory limits as required by the State of Tennessee or other applicable laws and employers' liability insurance with limits of not less than \$100,000. Contractor shall require each of its subcontractors to provide Workers' Compensation for all of the latter's employees to be engaged in such work unless such employees are covered by Contractor's workers' compensation insurance coverage.

4.) Other Insurance: Premises and Operations Liability, Products and Completed Operations Liability and Broad Form Contractual Liability with \$1,000,000 per occurrence or \$5,000,000 aggregate per project.

Also Professional Liability (including Errors & Omissions) of \$1,000,000 per occurrence and \$5,000,000 aggregate. Contractor shall provide professional liability insurance covering claims arising from real or alleged errors, omissions, or negligent acts committed in the performance of professional services under this contract.

5.)*Other Insurance Requirements.* Contractor shall:

- a. Prior to commencement of services, furnish Metro with original certificates and amendatory endorsements effecting coverage required by this section and provide that such insurance shall not be cancelled, allowed to expire, or be materially reduced in coverage except on 30 days' prior written notice to Metro's Law Department, 222 Third Avenue North, Suite 501, Nashville, TN 37201.
- b. Provide certified copies of endorsements and policies if requested by Metro in lieu of or in addition to certificates of insurance.

- c. Replace certificates, policies, and/or endorsements for any such insurance expiring prior to completion of services.
- d. Maintain such insurance from the time services commence until services are completed. Failure to maintain or renew coverage or to provide evidence of renewal may be treated by Metro as a material breach of contract.
- e. Place such insurance with insurer licensed to do business in Tennessee and having A.M. Best Company ratings of no less than A-. Modification of this standard may be considered upon appeal to the Metro Director of Risk Management Services.
- f. Deleted.
- g. Any deductibles and/or self-insured retentions greater than \$10,000.00 must be disclosed to and approved by Metro prior to the commencement of services.
- h. If the Contractor has or obtains primary and excess policy(ies), there shall be no gap between the limits of the primary policy and the deductible features of the excess policies.

22. **Contingent Fees.** Contractor hereby represents that Contractor has not been retained or retained any persons to solicit or secure a Metropolitan Government contract upon an agreement or understanding for a contingent commission, percentage, or brokerage fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. Breach of the provisions of this paragraph is, in addition to a breach of this contract, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under Metropolitan Government contracts.

23. **Gratuities and Kickbacks.** It shall be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefor. It shall be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this contract, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under Metropolitan Government contracts.

24. **Indemnification and Hold Harmless.** Contractor shall indemnify and hold harmless Metro, its officers, agents and employees from:

- a) Any claims, damages, costs and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of Contractor, its officers, employees and/or agents, including its sub or independent contractors, in connection with the performance of the contract; provide that Contractor shall have no liability to Metro under this provision for matters arising from the negligence or willful misconduct of Metro its officers, agents and employees, and,
- b) Any claims, damages, penalties, costs and attorney fees arising from any failure of Contractor, its officers, employees and/or agents, including its sub or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.
- c) Pursuant to Tennessee Attorney General Opinion 93-01, Metro will not indemnify, defend or hold harmless in any fashion the Contractor from any claims arising from any failure, regardless of any language in any attachment or other document that the Contractor may provide.
- d) Contractor shall pay Metro any expenses incurred as a result of Contractor's failure to fulfill any obligation in a professional and timely manner under this Contract.

25. **Attorney Fees.** Contractor agrees that in the event either party takes legal action to enforce any provision of the contract or to obtain a remedy for any breach of this contract, and in the event Metro prevails in such action, Contractor shall pay all expenses of such action incurred at any and all stages of the litigation, including costs, and reasonable attorney fees for Metro.

26. **Assignment--Consent Required.** The provisions of this contract shall inure to the benefit of and shall be binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to Contractor under this contract, neither this contract nor any of the rights and obligations of Contractor hereunder shall be assigned or transferred in whole or in part without the prior written consent of Metro. Any such assignment or transfer shall not release Contractor from its obligations hereunder. NOTICE OF ASSIGNMENT OF ANY RIGHTS TO MONEY DUE TO CONTRACTOR UNDER THIS CONTRACT MUST BE SENT TO THE ATTENTION OF METRO'S CHIEF ACCOUNTANT, DIVISION OF ACCOUNTS, DEPARTMENT OF FINANCE, 222 THIRD AVENUE NORTH, SUITE 750, NASHVILLE, TENNESSEE 37201.

27. **Entire Contract.** This contract sets forth the entire agreement between the parties with respect to the subject matter hereof and shall govern the respective duties and obligations of the parties.

28. **Force Majeure.** No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by *force majeure*, meaning any act of God, storm, fire, casualty,

unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of Government, act of public enemy, or other cause of similar or dissimilar nature beyond its control.

29. **Governing Law.** The validity, construction and effect of this contract and any and all extensions and/or modifications thereof shall be governed by the laws of the State of Tennessee. Tennessee law shall govern regardless of any language in any attachment or other document that the Contractor may provide.
30. **Venue.** Any action between the parties arising from this agreement shall be maintained in the courts of Davidson County, Tennessee.
31. **Severability.** Should any provision of this contract be declared to be invalid by any court of competent jurisdiction, such provision shall be severed and shall not affect the validity of the remaining provisions of this contract.
32. **HIPAA.** A. **Definitions.** The following terms shall have the meaning indicated when capitalized and used in this Contract:
1. "Business Associate/Contractor" for the Metropolitan Government of Nashville-Davidson County ("Metro") is defined as a company or person, outside of Metro's workforce, who, (i) on behalf of Metro provides a service or function that involves the use or disclosure of individually identifiable health information to perform the service or function, and (ii) is required to enter into a business associate agreement with Metro pursuant to the terms of the Federal Privacy Regulations. Some examples may include, but are not limited to, transportation companies, shredding companies, medical billing and collection companies, etc.
 2. "Federal Privacy Regulations" mean the regulations contained in 45 C.F.R. parts 160 and 164, as amended.
 3. "Federal Security Regulations" mean the regulations contained in 45 C.F.R. parts 160, 162 and 164, as amended.
 4. "HIPAA" means the administrative simplification section of the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 1320d through d-8.
 5. "Protected Health Information" or "PHI" means any protected health information, as defined in 45 C.F.R. 164.501, as amended.
 6. "Required by Law" means a mandate contained in law that compels a covered entity to make a use or disclosure of protected health information and that is enforceable in a court of law. Required by Law, includes, but is not limited to, court orders and court-ordered warrants; subpoenas or summons

issued by a court, grand jury, a governmental or tribal inspector general, or an administrative body authorized to require the production of information; a civil or an authorized investigative demand; Medicare conditions of participation with respect to health care providers participating in the program; statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing public benefits.

- B. Permitted Uses and Disclosures. Business Associate/Contractor shall not use or disclose any Protected Health Information other than as permitted by this Contract in order to perform Business Associate/Contractor's obligations under this Contract or as Required by Law. Business Associate/Contractor may also use or disclose PHI as required for Business Associate/Contractor's proper management and administration, provided that if Business Associate/Contractor discloses any PHI to a third party for such a purpose, Business Associate/Contractor shall enter into a written agreement with such third party requiring that party: (i) to hold the PHI confidentially and not to use or further disclose the PHI except as Required by Law, and (ii) to notify Business Associate/Contractor immediately of any instances of which it becomes aware in which the confidentiality of the PHI is breached.
- C. Minimum Necessary Information; Safeguards. Business Associate/Contractor shall only request from Metro, and shall only use and disclose, the minimum amount of PHI necessary to carry out the Business Associate/Contractor's responsibilities under this Contract. Business Associate/Contractor shall implement appropriate safeguards to prevent the use or disclosure of Metro's Protected Health Information other than as provided for in this Contract. If Business Associate/Contractor becomes aware of any use or disclosure of Metro's Protected Health Information not provided for in this Contract, Business Associate/Contractor shall report such information to Metro within thirty (30) days or as soon as possible thereafter.
- D. Reporting. If Business Associate/Contractor becomes aware of any use or disclosure of PHI in violation of this Contract, Business Associate/Contractor shall immediately, but no more than thirty (30) days report such information to Metro. Business Associate/Contractor shall also require its employees, agents, and subcontractors to immediately report any use or disclosure of PHI in violation of this contract. Business Associate/Contractor shall cooperate with, and take any action required by, Metro to mitigate any harm caused by such improper disclosure.
- E. Agents and Subcontractors. Business Associate/Contractor shall require any agent or subcontractor that carries out any duties for Business Associate/Contractor involving the use, custody, disclosure, creation of, or access to PHI to enter into a written contract with Business Associate/Contractor containing provisions substantially identical to the restrictions and conditions set forth in this Contract.

- F. Policies, Privacy Practices and Restrictions. Business Associate/Contractor shall assure that each of its agents and employees has received appropriate training regarding HIPAA confidentiality and patient privacy compliance issues.
- G. Patient Rights. Business Associate/Contractor acknowledges that the Federal Privacy Regulations require Metro to provide patients and Metro's employees and their dependents with a number of privacy rights, including (1) the right to inspect PHI within the possession or control of Metro, its Business Associate/Contractors and their subcontractors, (2) the right to amend such PHI, (3) the right to obtain an accounting of certain disclosures of their PHI to third parties and (4) the right to request confidential communications of their PHI. Business Associate/Contractor shall respond to such request in a timely manner. Business Associate/Contractor shall establish and maintain adequate internal controls and procedures allowing it to readily assist Metro in complying with patient and Metro employee's and their dependent's request to exercise any patient rights granted by the HIPAA Privacy Regulations, and shall, at no additional cost to Metro, comply with all such request to amend, provide access to, receive confidential communications or create an accounting of disclosures of the PHI in the possession of Business Associate/Contractor or its agents and subcontractors. If Business Associate/Contractor receives a request directly from a patient to exercise any patient rights granted by the Privacy Regulations, Business Associate/Contractor shall immediately forward the request to Metro.
- H. HIPAA Security Requirements. At such time when the Federal Security Regulations are effective, Business Associate/Contractor shall have implemented administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of Metro's electronic Protected Health Information that Business Associate/Contractor creates, receives, maintains or transmits on behalf of Metro as required by the Federal Security Regulations. Upon request, Business Associate/Contractor shall allow Metro to review such safeguards. Business Associate/Contractor shall promptly report to Metro any security incident involving electronic PHI of which Business Associate/Contractor becomes aware.
- I. Audits and Inspections. Business Associate/Contractor shall make its internal practices, books and records relating to the use and disclosure of PHI available to Metro for inspection upon request and to the Secretary of Health and Human Services to the extent required for determining Metro's compliance with the Privacy Regulations.
- J. Termination and Return of PHI. Notwithstanding anything to the contrary in the Contract, Metro may terminate this Contract immediately if, in Metro's opinion, Business Associate/Contractor breaches any provision of this Contract. Metro may, in its sole discretion, give Business Associate/Contractor thirty (30) days in which to cure the breach and mitigate any damages. Upon termination of this

contract for any reason, Business Associate/Contractor, shall, if feasible, return or destroy, as determined by Metro, all PHI received from Metro or created by Business Associate/Contractor on behalf of Metro. If such return or destruction is not feasible, as mutually agreed to by the parties, the parties agree that the requirements of this Contract shall survive termination and that Business Associate/Contractor shall limit all further uses and disclosures of PHI to those purposes that make the return or destruction of such information infeasible. Upon Metro's request, Business Associate/Contractor shall certify in writing that all of Metro's Protected Health Information has been destroyed.

- K. Interpretation. Any ambiguity in this Contract shall be resolved to permit Metro to comply with the Federal Privacy Regulations and Federal Security Regulations.

33. **Effective Date.** This contract shall not be binding upon the parties until it has been signed first by the Contractor and then by the authorized representatives of the Metropolitan Government and has been filed in the office of the Metropolitan Clerk. When it has been so signed and filed, this contract shall be effective as of the date first written above.

THE METROPOLITAN GOVERNMENT OF
NASHVILLE AND DAVIDSON COUNTY:
Purchasing Agent:

[Signature]

RECOMMENDED:
Department Head

[Signature]

Department: Metro Health Department
Department Head

[Signature]

Department: Metro Sheriff's Department

APPROVED AS TO AVAILABILITY OF
FUNDS:

[Signature]

Director of Finance

APPROVED AS TO RISK AND
INSURANCE:

[Signature] 9/30/05

Director of Insurance

APPROVED AS TO FORM AND
LEGALITY:

[Signature] 9/30/2005

Metropolitan Attorney

FILED IN THE OFFICE OF THE
METROPOLITAN CLERK:

[Signature]

Date: 9/30/2005

CONTRACTOR

CORRECT CARE SOLUTIONS, LLC

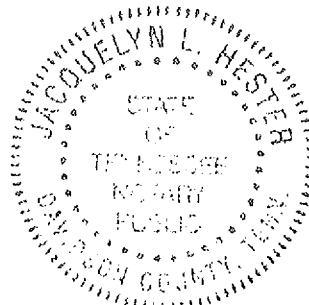
BY: [Signature]

Title: Executive Vice President

Sworn to and subscribed to before me, a
Notary Public, this 20th
day of September, 2005,
by Patrick J. Cumiskey,
the Executive Vice President of
Contractor and duly authorized to
execute this instrument on Contractor's
behalf.

[Signature]
Notary Public

My Commission Expires 11-25-06



My Commission Expires NOV. 25, 2006

Affidavits

State of Tennessee

County of Davidson

As used herein, "Offeror" will include bidders and proposers.

Compliance with Laws: After first being duly sworn according to law, the undersigned (Affiant) states that he/she is the VP (Title) of Connect Law Solutions (Offeror), and that Offeror is presently in compliance with, and will continue to maintain compliance with, all applicable laws. Thus, Affiant states that Offeror has all applicable licenses, including business licenses, copies of which are attached hereto. Finally, Affiant states that Offeror is current on its payment of all applicable gross receipt taxes and personal property taxes.

Contingent Fees: In accordance with the Metropolitan Government's 1992 Procurement Code, it is a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a Metropolitan Government contract upon an agreement or understanding for a contingent commission, percentage, or brokerage fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. After first being duly sworn according to law, the undersigned (Affiant) states that the Offeror has not retained anyone in violation of the foregoing.

Non-Discrimination: After first being duly sworn according to law, the undersigned (Affiant) states that by its employment policy, standards, and practices the Offeror does not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal, or laying off of any individual due to his/her race, creed, color, national origin, age, or sex, and that the Offeror is not in violation of and will not violate any applicable laws concerning the employment of individuals with disabilities.

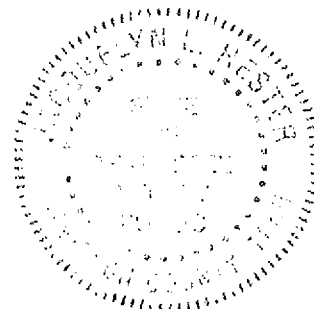
It is the policy of the Metropolitan Government not to discriminate on the basis of age, race, sex, color, national origin, or disability in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of its contract with the Metropolitan Government, Offeror certifies and warrants it will comply with this policy.

And Further Affiant sayeth not:

By: [Signature]
Title: Executive Vice President
Address: 3343 Perimeter Hill Drive
Suite 200 Nashville, TN 37211

Sworn to and subscribed before me on this 30th day of September, 2005.

[Signature]
Notary Public
My commission expires: 11-25-06



Harden, Dianne (Health)

From: Watson, Heather (Finance - OMB)
Sent: Thursday, May 28, 2009 3:36 PM
To: Diamond, Jim (Health); McDonald, Angie (Finance - Procurement - Purchasing)
Cc: Romine, Stan (Health); Harden, Dianne (Health); Hagar, Leigh Anne (Finance - OMB)
Subject: RE: Correct Care Solutions Contract Amendment

Jim: There is no problem with keeping Section 3 in the amendment. I will also make note that this is a subcontract between CCS and BCA.

Angie: Thanks for the clarification.

From: Diamond, Jim (Health)
Sent: Thursday, May 28, 2009 3:04 PM
To: McDonald, Angie (Finance - Procurement - Purchasing); Watson, Heather (Finance - OMB)
Cc: Romine, Stan (Health); Harden, Dianne (Health); Hagar, Leigh Anne (Finance - OMB)
Subject: RE: Correct Care Solutions Contract Amendment

Metro does not pay BCA, CCS pays BCA. That money was built into the contract. Would it be clearer if the part of the amendment referring to license fee access is deleted?

From: McDonald, Angie (Finance - Procurement - Purchasing)
Sent: Thursday, May 28, 2009 2:58 PM
To: Watson, Heather (Finance - OMB)
Cc: Diamond, Jim (Health); Romine, Stan (Health); Harden, Dianne (Health); Hagar, Leigh Anne (Finance - OMB)
Subject: RE: Correct Care Solutions Contract Amendment

The cost is the same as the original contract, instead of the money going to BCA it is now to Correct Care, so the value of the contract is the same only the contractor receiving the money has changed. AM

From: Watson, Heather (Finance - OMB)
Sent: Thursday, May 28, 2009 2:53 PM
To: McDonald, Angie (Finance - Procurement - Purchasing)
Cc: Diamond, Jim (Health); Romine, Stan (Health); Harden, Dianne (Health); Hagar, Leigh Anne (Finance - OMB)
Subject: RE: Correct Care Solutions Contract Amendment
Importance: High

Angie-

I have received contract # 16042 Adm #2 between the Health Department and Correct Care Solutions with a \$140,532.00 amendment value. According to Section 3 of the amendment:

"Cost for transition and providing the electronic medical software services of 'CSS' ERMA (sm) product will not cost any additional charges to Metro."

According to this statement, the amendment value should be \$0. Please advise.

Thanks-

Heather L. Watson, MPA

Metro Government of Nashville and Davidson County
Department of Finance/OMB
222 3rd Ave North, Suite 550
P: 615.862.6524
F: 615.880.2800

From: Harden, Dianne (Health)
Sent: Wednesday, May 27, 2009 5:03 PM
To: Watson, Heather (Finance - OMB)
Cc: Diamond, Jim (Health); Romine, Stan (Health)
Subject: RE: Correct Care Solutions Contract Amendment

Heather,
The contract states that "product will not cost any additional charge
and \$4,430.42 for year 5 (\$53,165.04) were in the BCA contract (the
value should be -0-

Let me know if you need

Dianne

From: Watson, Heather
Sent: Wednesday, May 27, 2009 5:03 PM
To: Harden, Dianne
Subject: Correct Care Solutions Contract Amendment
Importance: High

Hey Dianne-

I am reviewing the contract

Heather L. Watson
Metro Government
Department of Finance/OMB
222 3rd Ave North
P: 615.862.6524
F: 615.880.2800

Keiri
I have attached
the emails
regarding this
there is no
additional cost
to Metro

*Thanks
Dianne*

Dianne,
please have Dr. Paul &
Dr. Lance sign. You are
correct that contracts
executed by purchasing
generally do not require
all these signatures,
however, as Dr. Paul &
Dr. Lance signed off
on Amendment 1,
subsequent amendments
need to be
consistent.

Keiri
6/9/09