

CONTRACT DATA SHEET

PSC Type (check one): New Addendum Sole Source: Yes No

Contractor Information	
1. Legal Name of Contractor:	<u>Family & Children First DBA Family & Children's Place</u>
2. Address:	<u>525 Zane Street</u>
3. City, State, & Zip:	<u>Louisville, KY 40203</u>
4. Contractor Contact Person:	<u>Pam Darnall, President</u>
5. Phone: (502) 893-3900, ext. 271	Email: <u>pdarnall@famchildplace.org</u>
6. Revenue Commission Taxpayer ID#:	_____
7. Federal Tax ID # (SSN if sole proprietor):	_____

Department Information	
8. Requesting Department:	<u>Public Health and Wellness</u>
9. Contact Person Name & Telephone:	<u>Ryan Irvine, Deputy Director, (502) 574-5274</u>

Contract Information	
10. Not to exceed amount:	<u>\$ 68,000.00</u>
11. Are expenses reimbursed?	<u>no</u>
12. If yes list allowable expenses and maximum amount reimbursable:	_____
13. Beginning and ending date of the contract:	<u>February 1, 2015 - June 30, 2015</u>
14. Funding Source <u>2101-505-4167-518118-521344</u>	Federal Funds <u>yes</u> no
15. Scope & Purpose of the contract: See: Attachment A	

Authorizations	
Department Director:	<u><i>[Signature]</i></u> Date: <u>12/29/14</u>
Purchasing Director:	<u><i>[Signature]</i></u> Date: <u>1/5/15</u>
County Attorney:	<u><i>[Signature]</i></u> Date: <u>1-21-15</u>
<i>The County Attorney has written the attached Professional Service Contract or Sole Source Contract and has approved that document as to the legality of the instrument itself only and as to its form.</i>	

For Purchasing Use Only	
Contractor is registered and in good standing with the Revenue Commission	_____
Human Relations Commission requirements have been met	_____
Insurance requirements have been satisfied	_____
If federally funded, Federal Debarment standing has been verified	_____

Attach all justification documentation to this form, along with signed Written Findings Form.

WRITTEN FINDINGS

EXPLAINING NECESSITY FOR USING NONCOMPETITIVE NEGOTIATION FOR PSC

This document constitutes written request and findings, as required by KRS 45A.380 stating the need to purchase through noncompetitive negotiation. By the signatures listed below, the Requesting Department has determined, and the Chief Financial Officer concurs, that competition is not feasible because:

_____ A. An emergency exists which will cause public harm as a result of the delay in competitive procedures. **** Mayors Approval required for emergency purchases exceeding \$10,000.**

X _____ B. There is a single source within a reasonable geographic area of the supply or service to be procured or leased (attach sole source determination from the Purchasing Department).

_____ C. The contract is for the services typically provided by a licensed professional, such as an attorney, architect, engineer, physician, certified public accountant, registered nurse, or educational specialist; a technician such as a plumber, electrician, carpenter, or mechanic; an artist such as a sculptor, aesthetic painter, or musician; or a non-licensed professional such as a consultant, public relations consultant, advertising consultant, developer, employment department, construction manager, investment advisor, or marketing expert and the like.

_____ D. The contract is for the purchase of perishable items purchased on a weekly basis, such as fresh fruits, vegetables, fish, or meat.

_____ E. The contract is for replacement parts where the need cannot reasonably be anticipated and stockpiling is not feasible.

_____ F. The contract is for proprietary items for resale.

_____ G. The contract or purchase is for expenditures made on authorized trips outside the boundaries of the city.

_____ H. The contract is for the purchase of supplies which are sold at public auction or by receiving sealed bids.

_____ I. The contract is for group life insurance, group health and accident insurance, group professional liability insurance, worker's compensation insurance, or unemployment liability insurance.

_____ J. The contract is for a sale of supplies at reduced prices that will afford a purchase at savings to the Metro Government.

_____ K. The contract was solicited by competitive sealed bidding and no bids were received from a responsive and responsible bidder.

_____ L. Where, after competitive sealed bidding, it is determined in writing that there is only one (1) responsive and responsible bidder.

[Signature]
Requesting Department Director 12/29/14
Date

**Mayor Date
**Signature is required only for Written Finding A

[Signature]
OMB/Purchasing Approval 1/5/15
Date



PUBLIC HEALTH AND WELLNESS
LOUISVILLE, KENTUCKY

GREG FISCHER
MAYOR

LAQUANDRA NESBITT, MD, MPH
DIRECTOR

To: Purchasing
Office of Management & Budget

From: Tammy Anderson, Chief of Staff
Louisville Metro Public Health & Wellness

Date: December 23, 2014

RE: PSC – Family & Children First DBA Family & Children's Place

Please accept this memo as justification to process a PSC between the Louisville Metro Department of Public Health and Wellness and Family & Children First/DBA Family & Children's Place as a *sole source*. This contractor will provide direct supervision to our family support workers following the Healthy Families America Model and provide professional assessment of new patients in the Healthy Start Program (See: Contract Data Sheet for scope and purpose details). Additionally, contracting with this vendor promotes continuity of care and operations as this vendor provides similar services for the LMPHD "HANDS" Program.

If you have any questions and/or seek clarification to any of the above mentioned, please give Ryan Irvine, Deputy Director, a call to discuss at (502) 574-5274.

Regards,

Tammy Anderson

AGREEMENT

THIS PROFESSIONAL SERVICE CONTRACT, made and entered into by and between the **LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT**, by and through its **DEPARTMENT OF PUBLIC HEALTH AND WELLNESS** herein referred to as **“METRO GOVERNMENT”**, and **FAMILY AND CHILDREN FIRST, INC. d/b/a FAMILY AND CHILDREN’S PLACE, INC. (“CONSULTANT”)**, with offices located at 525 Zane Street, Louisville, Kentucky 40203,

WITNESSETH:

WHEREAS, the Metro Government desires professional services regarding delivery of Healthy Start services; and

WHEREAS,; the Metro Government has determined that Consultant has the necessary expertise to provide these services and

WHEREAS, pursuant to K.R.S. 45A.380, the Metro Government has determined that competition is not feasible and that this Agreement is for the services of a professional

NOW, THEREFORE, it is agreed by and between the parties hereto as follows:

I. SCOPE OF PROFESSIONAL SERVICES

A. Consultant shall, at the request of the Metro Government, provide services under the terms of this professional Agreement. The Consultant’s work product may be reviewed from time to time by the Metro Government for purposes of determining that the services provided are within the scope of this Agreement.

B. If from time to time Consultant needs to utilize the records or personnel of the Metro Government relative to performing the services required of this Agreement, then Consultant shall notify the proper agent of the Metro Government of this need and arrangements may be made for that contingency. However, at no time shall the Metro

Government make available its resources without the full consent and understanding of both parties.

C. Consultant, while performing the services rendered pursuant to this Agreement, may incidental thereto utilize agents or employees of such Consultant. However, such use must be documented in the monthly invoice submitted for those services rendered.

D. The services of Consultant shall include but not be limited to the following:

1. Those described on Attachment A attached hereto and fully incorporated herein.

II. FEES AND COMPENSATION

A. The Metro Government shall pay Consultant for appropriately documented services rendered in accordance with Paragraph One (I) of this Agreement. The Metro Government shall reimburse Consultant as described on Attachment A.

The total compensation paid pursuant to this Agreement shall not exceed **SIXTY EIGHT THOUSAND DOLLARS (\$68,000.00)**.

B. Unless otherwise agreed to in writing by the Metro Government, services shall be rendered and payment therefore shall be made at monthly intervals throughout the duration of this Agreement. Payment shall only be made pursuant to a detailed invoice presented monthly, which invoice shall indicate a descriptive daily accounting of the hours expended in service under the contract and the particular nature of such service. Copies of invoices or receipts for third party charges must be included with the Consultant's invoice when payment is requested. In the event payment is made in lump

sum at the end of the service period, Consultant's final invoice shall indicate a descriptive daily accounting of hours expended as described heretofore.

C. The Metro Government shall not reimburse out of pocket expenses under this Agreement.

D. Consultant, to the extent that it provides the same or related services to other parties agrees to pro-rate its billings to the Metro Government which are of benefit to the other parties and to provide documentation to all parties to verify the pro-ration of such billings. In no event will the Metro Government pay bills which are considered to be double billing (i.e. billing two different parties for the same work).

E. Consultant agrees that all outstanding invoices at the end of the fiscal year (June 30) must reach the Metro Government no later than July 15 of the following fiscal year. Consultant agrees that original invoices that are not in Metro Government possession by this time will not be paid and Consultant agrees to waive its right to compensation for services billed under such invoices.

III. DURATION

A. This Agreement shall begin February 1, 2015 and shall continue through and including June 30, 2015.

B. This Agreement may be terminated by submitting thirty (30) days' written notice to the non-terminating party of such intent to terminate. This Agreement may also be terminated by any party, without notice to the non-terminating party, because of fraud, misappropriation, embezzlement or malfeasance or a party's failure to perform the duties required under this Agreement. A waiver by either party of a breach of this Agreement shall not operate or be construed as a waiver of any subsequent breach.

C. In the event of termination, payment for services complete up to and including date of termination shall be based upon work completed at the rates identified in this Agreement. In the event that, during the term of this Agreement, the Metro Council fails to appropriate funds for the payment of the Metro Government's obligations under this Agreement, the Metro Government's rights and obligations herein shall terminate on the last day for which an appropriation has been made. The Metro Government shall deliver notice to Consultant of any such non-appropriation not later than 30 days after the Metro Government has knowledge that the appropriation has not been made.

IV. EMPLOYER/EMPLOYEE RELATIONSHIP

It is expressly understood that no employer/employee relationship is created by this Agreement nor does it cause Consultant to be an officer or official of the Metro Government. By executing this Agreement, the parties hereto certify that its performance will not constitute or establish a violation of any statutory or common law principle pertaining to conflict of interest, nor will it cause unlawful benefit or gain to be derived by either party.

V. RECORDS-AUDIT

Consultant shall maintain during the course of the work, and retain not less than five years from the date of final payment on the contract, complete and accurate records of all of Consultant's costs which are chargeable to the Metro Government under this Agreement; and the Metro Government shall have the right, at any reasonable time, to inspect and audit those records by authorized representatives of its own or of any public accounting firm selected by it. The records to be thus maintained and retained by Consultant shall include (without limitation): (a) payroll records

accounting for total time distribution of Consultant's employees working full or part time on the work (to permit tracing to payrolls and related tax returns), as well as canceled payroll checks, or signed receipts for payroll payments in cash; (b) invoices for purchases receiving and issuing documents, and all the other unit inventory records for Consultant's stores stock or capital items; and (c) paid invoices and canceled checks for materials purchased and for subcontractors' and any other third parties' charges.

VI. HOLD HARMLESS AND INDEMNIFICATION CLAUSE; INSURANCE REQUIREMENTS

Consultant agrees to indemnify, hold harmless, and defend the Louisville/Jefferson County Metro Government, its elected and appointed officials, employees, agents and successors in interest from all claims, damages, losses and expenses including attorneys' fees, arising out of or resulting, directly or indirectly, from the Consultant's (or Consultant's subcontractors if any) performance or breach of the contract provided that such claim, damage, loss, or expense is (1) attributable to personal injury, bodily injury, sickness, death, or to injury to or destruction of property, including the loss of use resulting therefrom, or from negligent acts, errors or omissions and (2) not caused by the negligent act or omission of the Louisville/Jefferson County Metro Government or its elected and appointed officials and employees acting within the scope of their employment. This Hold Harmless and Indemnification Clause shall in no way be limited by any financial responsibility or insurance requirements and shall survive the termination of this Contract. Consultant shall follow the insurance requirements attached hereto and fully incorporated herein as Attachment B.

VII. REPORTING OF INCOME

The compensation payable under this Agreement may be subject to federal, state and local taxation. Regulations of the Internal Revenue Service require the Metro Government to report all amounts in excess of \$600.00 paid to non-corporate contractors. Consultant agrees to furnish the Metro Government with its taxpayer identification number (TIN) prior to the effective date of this Agreement. Consultant further agrees to provide such other information to the Metro Government as may be required by the IRS or the State Department of Revenue.

VIII. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Kentucky. In the event of any proceedings regarding this Agreement, the Parties agree that the venue shall be the state courts of Kentucky or the U.S. District Court for the Western District of Kentucky, Louisville Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Agreement or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.

IX. AUTHORITY

The Consultant, by execution of this Agreement, does hereby warrant and represent that it is qualified to do business in the State of Kentucky, has full right, power and authority to enter into this Agreement.

X. CONFLICTS OF INTEREST

Pursuant to KRS 45A.455:

(1) It shall be a breach of ethical standards for any employee with procurement authority to participate directly in any proceeding or application; request for ruling or other determination; claim or controversy; or other particular matter pertaining to any contract, or subcontract, and any solicitation or proposal therefor, in which to his knowledge:

(a) He, or any member of his immediate family has a financial interest therein; or

(b) A business or organization in which he or any member of his immediate family has a financial interest as an officer, director, trustee, partner, or employee, is a party; or

(c) Any other person, business, or organization with whom he or any member of his immediate family is negotiating or has an arrangement concerning prospective employment is a party. Direct or indirect participation shall include but not be limited to involvement through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity.

(2) 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 purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling or

other determination, claim or controversy, or other particular matter, pertaining to any contract or subcontract and any solicitation or proposal therefor.

(3) It is 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 any person associated therewith, as an inducement for the award of a subcontract or order.

(4) The prohibition against conflicts of interest and gratuities and kickbacks shall be conspicuously set forth in every local public agency written contract and solicitation therefor.

(5) It shall be a breach of ethical standards for any public employee or former employee knowingly to use confidential information for his actual or anticipated personal gain, or the actual or anticipated personal gain of any other person.

XI. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter set forth herein and this Agreement supersedes any and all prior and contemporaneous oral or written agreements or understandings between the parties relative thereto. No representation, promise, inducement, or statement of intention has been made by the parties that is not embodied in this Agreement. This Agreement cannot be amended, modified, or supplemented in any respect except by a subsequent written agreement duly executed by all of the parties hereto.

XII. OCCUPATIONAL HEALTH AND SAFETY

Consultant agrees to comply with all statutes, rules, and regulations governing safe and healthful working conditions, including the Occupational Health and Safety Act

of 1970, 29 U.S.C. 650 *et. seq.*, as amended, and KRS Chapter 338. Consultant also agrees to notify the Metro Government in writing immediately upon detection of any unsafe and/or unhealthful working conditions detected at any Metro-owned property where Consultant performs work under this Agreement. Consultant agrees to indemnify, defend and hold the Metro Government harmless from all penalties, fines or other expenses arising out of the alleged violation of said laws.

XIII. SUCCESSORS

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

XIV. SEVERABILITY

If any court of competent jurisdiction holds any provision of this Agreement unenforceable, such provision shall be modified to the extent required to make it enforceable, consistent with the spirit and intent of this Agreement. If such a provision cannot be so modified, the provision shall be deemed separable from the remaining provisions of this Agreement and shall not affect any other provision hereunder.

XV. COUNTERPARTS

This Agreement may be executed in counterparts, in which case each executed counterpart shall be deemed an original and all executed counterparts shall constitute one and the same instrument.

XVI. CALCULATION OF TIME

Unless otherwise indicated, when the performance or doing of any act, duty, matter, or payment is required hereunder and a period of time or duration for the fulfillment of doing thereof is prescribed and is fixed herein, the time shall be computed so as to exclude the first and include the last day of the prescribed or fixed period of

time. For example, if on January 1, Consultant is directed to take action within ten (10) calendar days, the action must be completed no later than midnight, January 11.

XVII. CAPTIONS

The captions and headings of this Agreement are for convenience and reference purposes only and shall not affect in any way the meaning and interpretation of any provisions of this Agreement.

XVIII. MISCELLANEOUS

Consultant agrees that, in the event it receives from the Metro Government any protected health information, it will not disclose any of that information to any third party and, in that regard, Consultant agrees to comply with the rules and regulations of the Health Insurance Portability and Accountability Act ("HIPAA"), codified in 42 U.S.C. § 1320d and 45 C.F.R. 160-164. Consultant shall hold in strictest confidence all documentation, information, and observations gathered in the performance of this Agreement, and Consultant agrees to sign the Health Department Business Associate Agreement attached hereto and incorporated herein as Attachment C. Consultant further agrees to require any of its subcontractors to both abide by the aforementioned HIPAA prohibitions against the unauthorized disclosure of confidential and protected health information and to sign the Metro Government's Business Associate Agreement.

The Metro Government and Consultant agree to comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et. seq.*) and all implementing regulations and executive orders, and section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 701) and the Kentucky Equal Employment Act of 1978 (K.R.S. § 45.550 to 45.640) and the Americans with Disabilities Act (42 U.S.C. § 12101 *et. seq.*). No person shall be excluded from participation in, be denied the benefits of, or be subject to discrimination

in relation to activities carried out under this Agreement on the basis of race, color, age, religion, sex, disability or national origin. This includes provision of language assistance services to individuals of limited English proficiency seeking and/or eligible for services under this Agreement.

Consultant certifies that none of its officers, stockholders, partners, owners or employees is an officer, stockholder, partner, owner or employee of the Louisville Metro Government or its Department of Public Health and Wellness. Consultant agrees to comply with all constitutional, statutory, regulatory and common law requirements adhered to by the Metro Government pertaining to conflicts of interest.

Consultant nor any of its employees or personnel shall speak on behalf of or as a representative of the Metro Government or the Department of Public Health and Wellness without the express authorization of the Director of that Department or his designee.

The Consultant shall reveal any final determination of a violation by the Consultant or subcontractor within the previous five (5) year period pursuant to KRS Chapters 136, 139, 141, 337, 338, 341 and 342 that apply to the Consultant or subcontractor. The Consultant shall be in continuous compliance with the provisions of KRS Chapters 136, 139, 141, 337, 338, 341 and 342 that apply to the Consultant or subcontractor for the duration of the contract.

XIX. REQUIRED FEDERAL TERMS

Consultant shall comply with the federal terms attached hereto and incorporated herein as Attachment D.

WITNESS the agreement of the parties hereto by their signatures affixed hereon.

APPROVED AS TO FORM AND
LEGALITY:

LOUISVILLE/JEFFERSON COUNTY
METRO GOVERNMENT

MICHAEL J. O'CONNELL
JEFFERSON COUNTY ATTORNEY

Sarah S. Moyer
DR. SARAH MOYER, M.D., INTERIM
DIRECTOR, DEPARTMENT FOR PUBLIC
HEALTH AND WELLNESS

Date: _____

Date: 1/29/15

FAMILY AND CHILDREN FIRST, INC. d/b/a
FAMILY AND CHILDREN'S PLACE, INC.

By: Pam Darnell

Title: President / CEO

Date: 2/2/15

Taxpayer Identification No.
(TIN): _____

Louisville/Jefferson County
Revenue Commission Account
No.: _____

Health Department - PSC with Family and Children First Inc dba Family and Children's Place Inc Fiscal Year
2014-2015 010915 - [pr]

ATTACHMENT A

Scope & Purpose of Contract

The Louisville Metro Department of Public Health and Wellness (LMPHW) seeks to contract with the Family & Children First/DBA Family & Children's Place (F&C) to provide supervision and professional visits following the Healthy Families America Model for the Healthy Start (HS) Program.

Healthy Start is a federally-funded program that serves the West Louisville area in the zip codes of 40202, 40203, 40210, 40211, and 40212 with the goal of reducing infant mortality, low birth weight, preterm birth rates and adverse perinatal outcomes.

LMPHW is the Administrator of the Healthy Start Program in Jefferson County and wishes to establish a contractual arrangement with F&C to provide supervision to the case management staff (i.e. resource workers) and conduct professional visits following the Healthy Families America model starting February 1, 2015 to June 30, 2015.

A. Contractor Responsibility

1. Employ and assign a supervisor and parent visitor to the Healthy Start Program. These two individuals will follow the HS program guidelines for supervision and home visitation. The parent visitor (PV) responsibility includes enrollment and assessment of new HS program participants following the program guidelines. The qualification for the supervisor is having a Master of Social Work degree. The PV can be social worker or registered nurse.
2. Under the direction of the HS Management Team, the supervisor shall provide supervision to the HS home visiting staff (i.e. resource workers) and the parent visitor will enroll and complete assessment for new families found eligible for HS services.
3. Provide HS Services during the February 1, 2015-June 30, 2015 period.
4. Provide malpractice insurance for staff employed under this agreement with minimum liability of \$1,000,000 per occurrence. Proof of insurance needs to be attached to the bid, including insurance required in Section III.
5. Will communicate with LMPHW- HS management team to ensure necessary information is provided as promptly as possible.
6. Supervisor and parent visitor shall follow all HS policies and procedures and provide all the completed forms to the data entry clerk for data entry and reporting purposes. F&C supervisor will assure that HS policies and procedures are followed. The F&C supervisor shall account for HS home visitation activities to LMPHW. The supervisor work hours is limited to 10 hours per week and the PV work hours is limited to 15 hours per week.
7. Shall set and manage the schedule of their staff providing HS services to meet terms under this agreement. The supervisor.

8. All PV's family encounters shall be documented in LMPHW record format, which will be provided to the contractor by LMPHW.
9. Staff will follow LMPHW clinical policies and procedures, HS guidelines and the public health practice manual.
10. Submit required documentation for HS reporting data system to the HS data entry clerk within five working days of the visits.
11. Provide HS staff with the necessary information and skills pertaining to assessment, intervention, social services resources, supervision and continuous quality assurance to perform HS functions.
12. Submit an audit in format of OMB Circular A-133 within one hundred and twenty (120) days of close of agency's fiscal year to LMPHW.
13. Cooperate with LMPHW QA/QI program by participating in monthly/quarterly reviews, giving access to staff and client records, complete improvement plans & have designee available during local and federal audits.
14. Billing from agency for services rendered to be received within 20 business days from the date of visit.

B. Louisville Metro Department of Public Health and Wellness Responsibility

- i. Provide staff to perform home visitation services for the HS Program.
- ii. Reimburse the contractor on a fee per service basis. The fees are as follows:

a. Professional Visits.....	\$142.50 per visit
b. Part-time supervisor.....	\$160.00 per hour

Note: Total reimbursement not to exceed \$68,000.00

- iii. Provide appropriate HS guidelines to F&C for staff working under this agreement.
- iv. Act as the owner and custodian of the family record. Custodian responsibilities include the purchase of all related materials, archiving, release of information and assuring confidentiality.
- v. Provide QA/QI to the overall HS Program including for F&C to ensure quality and compliance with HS federal guidelines.
- vi. If LMPHW is not satisfied with the performance of F&C staff, the LMPHW will inform the contractor of identified problems. In conjunction with LMPHW Coordinator of designed management staff, the contractor will implement efforts to correct performance problem within a mutually agreed upon time frame. If the problem is not resolved to LMPHW's satisfaction, the contractor will remove staff in question.

ATTACHMENT B

INSURANCE REQUIREMENTS

Prior to commencing work, Consultant shall obtain at its own cost and expense the following types of insurance through insurance companies licensed in the State of Kentucky. Insurance written by non-admitted carriers will also be considered acceptable, in accordance with Kentucky Insurance Law (KRS 304.10-040). Workers' Compensation written through qualified group self-insurance programs in accordance with Kentucky Revised Statutes (KRS 342.350) will also be acceptable. The Consultant shall not commence work under this Contract until all insurance required under the Contract Document has been obtained and until copies of policies or certificates thereof are submitted to and approved by the Louisville/Jefferson County Metro Government's Risk Management Division. The Consultant shall not allow any subcontractor to commence work until the insurance required of such subcontractor has been obtained and copies of Certificates of Insurance retained by Consultant evidencing proof of coverages.

Without limiting Consultant's indemnification requirements, it is agreed that Consultant shall maintain in force at all times during the performance of this agreement the following policy or policies of insurance covering its operations, and require subcontractors, if subcontracting is authorized, to procure and maintain these same policies. The Louisville/Jefferson County Metro Government may require Consultant to supply proof of subcontractor's insurance via Certificates of Insurance, or at Louisville/Jefferson County Metro Government's option, actual copies of policies.

- A. The following clause shall be added to the Consultant's (and approved subcontractors) Commercial General Liability Policies:
 - 1. "The Louisville/Jefferson County Metro Government, its elected and appointed officials, employees, agents and successors are added as an "Additional Insured" as respects operations of the Named Insured performed relative to the contract."

- B. The insurance to be procured and maintained and minimum Limits of Liability shall be as follows, unless different limits are specified by addendum to the contract (and such minimum limits shall not limit access to the full amount of insurance available (whether through primary, excess or umbrella policies) on the contractors or subcontractors policy(ies), if that/those policy(ies) provide for Limits above the minimum):
 - 1. **COMMERCIAL GENERAL LIABILITY**, via the Occurrence Form, with a **\$1,000,000** Combined Single Limit for any one Occurrence and **\$2,000,000** aggregate for Bodily Injury, Personal Injury and Property Damage, as well as Products/Completed Operations, including:
 - a. Premises - Operations Coverage
 - b. Products and Completed Operations
 - c. Contractual Liability
 - d. Broad Form Property Damage
 - e. Independent Consultants Protective Liability
 - f. Personal Injury

2. The Consultant shall purchase and maintain at their own expense a **PROFESSIONAL LIABILITY (Errors and Omissions Liability)** insurance policy, which includes a **minimum** limit of liability of **\$1,000,000** for each Wrongful Act and a **\$2,000,000 aggregate**. In the event that the Consultant's policy is written on a "Claims Made" Form, the Consultant shall, after work has been completed, furnish evidence that the liability coverage has been maintained for at least one year after completion of work, either by submitting renewal policies with a Retroactive Date of not later than the date work commenced under this contract, or by evidence that the Consultant has purchased an Extended Reporting Period Endorsement that will apply to any and all claims arising from work performed under this contract.
3. **WORKERS' COMPENSATION** (if applicable) insuring the employers' obligations under Kentucky Revised Statutes Chapter 342 at Statutory Limits, and **EMPLOYERS' LIABILITY - \$100,000 Each Accident/\$500,000 Disease - Policy Limit/\$100,000 Disease - Each Employee.**

I. ACCEPTABILITY OF INSURERS

Insurance is to be placed with Insurance Companies with an A. M. Best Rating of no less than "A- VI", unless proper financial information relating to the Company is submitted to and approved by the Louisville/Jefferson County Metro Government's Risk Management Division.

II. MISCELLANEOUS

- A. The Consultant shall procure and maintain insurance policies as described herein and for which the Louisville/Jefferson County Metro Government shall be furnished Certificates of Insurance upon the execution of the Contract. The Certificates shall include provisions stating that the policies may not be cancelled without the Louisville/Jefferson County Metro Government having been provided at least (30) thirty days written notice. The Certificates shall identify the Contract to which they apply and shall include the name and address of the person executing the Certificate of Insurance as well as the person's signature. If policies expire before the completion of the Contract, renewal Certificates of Insurance shall be furnished to the Louisville/Jefferson County Metro Government before the expiration date.
- B. Certificates of Insurance as required above shall be furnished, as called for to:

Louisville/Jefferson County Metro Government
Office of Management and Budget
Risk Management Division
611 West Jefferson Street
Louisville, Kentucky 40202
- C. The Consultant agrees that it will not materially alter any of the insurance policies currently in force and relied on under this agreement. Further, the Consultant will not reduce any coverage amount below the limits required in this agreement
- D. Approval of the insurance by the Louisville/Jefferson County Metro Government shall not in any way relieve or decrease the liability of the Consultant hereunder. It is expressly understood that the Louisville/Jefferson County Metro Government

does not in any way represent that the specified Limits of Liability or coverage or policy forms are sufficient or adequate to protect the interest or liabilities of the Consultant.

ATTACHMENT C

Per 45 CFR 92.36:

1. Contractor agrees to provide the Purchaser, the United States Department of Health and Human Services Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
2. Contractor shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60).
3. The Contractor agrees to maintain all books, records, accounts and reports required under this Contract for a period of not less than three years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the U.S. Department of Health and Human Services, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.
4. Energy Conservation - The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act. See KRS 45A.351.
5. Clean Water –
 - a. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 *et seq* . The Contractor agrees to report each violation to the Metro Government and understands and agrees that the Metro Government shall, in turn, report each violation as required to assure notification to the Department of Health and Human Services, and the appropriate EPA Regional Office.
 - b. The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by the United States Department of Health and Human Services.
6. Clean Air –
 - a. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 *et seq* . The Contractor agrees to report each violation to the Metro Government and understands and agrees that the Metro Government shall, in turn, report each violation as required to assure notification to the U.S Department of Health and Human Services, and the appropriate EPA Regional Office.
 - b. The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by the U.S. Department of Health and Human Services.
7. The Contractor agrees to comply with Executive Order 11738 and EPA regulations, including but not limited to 40 CFR 15.
8. Copyrights –
 - a. The United States Department of Health and Human Services reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes:

- i. The copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant; and
 - ii. Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.
- 9. Patent Rights - This following requirements apply to each contract involving experimental, developmental, or research work:
 - a. General - If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under the contract to which this Attachment has been added, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Metro Government and Contractor agree to take actions necessary to provide immediate notice and a detailed report to the party at a higher tier until the United States Department of Health and Human Services is ultimately notified.
 - b. Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the Metro Government and the Contractor agree to take the necessary actions to provide, through the United States Department of Health and Human Services, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.
 - c. The Contractor also agrees to include the requirements of this clause in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by the United States Department of Health and Human Services.
- 10. The Contractor agrees that the reporting requirements contained in 45 CFR 92.40 and 92.41 apply to this Contract and further agrees to abide by any of the requirements therein applicable to it.
- 11. Per 45 CFR 92.35:

The contractor certifies as follows:

The contractor certifies that it nor its affiliates are debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension." The certification in this clause is a material representation of fact relied upon by The United States Department of Health and Human Services. If it is later determined that the contractor knowingly rendered an erroneous certification, in addition to remedies available to the United State Department of Health and Human Services, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

- 12. **Byrd Anti-Lobbying Amendment** (31 U.S.C. 1352)-- Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in

connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

13. This material is based upon work supported by Health and Human Services under Award Number 6 H49MC07306-10-01.
14. *Disclaimer:* “This report was prepared as an account of work sponsored by an agency of the United States Government. Neither the United States Government nor any agency thereof, nor any of their employees, makes any warranty, express or implied, or assumes any legal liability or responsibility for the accuracy, completeness, or usefulness of any information, apparatus, product, or process disclosed, or represents that its use would not infringe privately owned rights. Reference herein to any specific commercial product, process, or service by trade name, trademark, manufacturer, or otherwise does not necessarily constitute or imply its endorsement, recommendation, or favoring by the United States Government or any agency thereof. The views and opinions of authors expressed herein do not necessarily state or reflect those of the United States Government or any agency thereof.”
15. TITLE VI

The Metro Government and Consultant shall comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et. seq.) and all implementing regulations and executive orders, and Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 701) and the Kentucky Equal Employment Act 1978 (K.R.S. § 45.550 to 45.640) and the Americans with Disabilities Act (42 U.S.C. § 12101 et. seq.). No person shall be excluded from participation in, be denied the benefits of, or be subject to discrimination in relation to activities carried out under this bid or any contracting resulting from it on the basis of race, color, age, religion, sex, disability, or national origin. This includes provision of language assistance services to individuals of limited English proficiency seeking and/or eligible for services under this bid or resulting contract

16. Consultant's DUNS Number _____

If you do not have a DUNS number, contact Dun & Bradstreet at (866) 705-5711 or go to <http://fedgov.dnb.com/webform/displayHomePage.do>

ATTACHMENT D

BUSINESS ASSOCIATE AGREEMENT

This agreement ("Agreement") is entered into this February 1, 2015 by and between Louisville/Jefferson County Metro Government ("Covered Entity") and FAMILY AND CHILDREN FIRST, INC. d/b/a FAMILY AND CHILDREN'S PLACE, INC.J. ("Business Associate").

Recitals

Whereas, Business Associate, for purposes of providing services in assistance of the Covered Entity's Healthy Start Program will receive recorded information some of which may constitute Protected Health Information ("PHI"), a description of which is described in Attachment A attached hereto and fully incorporated herein..

Whereas, Covered Entity and Business Associate are required to reasonably and appropriately protect the confidentiality, inappropriate use and disclosure of Protected Health Information and electronic Protected Health Information under the provisions of the Health Insurance Portability and Accountability Act ("HIPAA") OF 1996 and the Health Information Technology for Economic Clinical Health Act ("HITECH") and the corresponding Privacy Rule and Security Rule (45 CFR §§160, 162, and 164 ("HIPAA Rules"): and

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter contained, the Parties agree as follows:

Section 1

Definitions

(Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in the Security and Privacy Rule and HITECH)

- a. Business Associate. "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean Spalding University.
- b. Covered Entity. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean the Louisville/Jefferson County Metro Government, acting by and through its Department of Public Health and Wellness.
- c. HIPAA Rules. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Parts 160, 162 and 164
- d. The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.
- e. Electronic Protected Health Information (E-PHI). "E-PHI" shall have the same meaning as the term, "Protected Health Information" in 45 CFR §160.103, limited to information transmitted by, or maintained in, electronic media received by Business Associate from, or on behalf of, Covered Entity.

- f. HITECH. "HITECH" shall mean the Health Information for Economic and Clinical Health Act, Subtitle D-Privacy (§§13400-13424) enacted as part of the America Recovery and Reinvestment Act of 2009.
- g. Individual. "Individual" shall have the same meaning as the term "Individual" in 45 CFR §160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR §164.502(g).
- h. Privacy Rule. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR parts §160 and §164, subparts A and E and includes relevant portions of HITECH.
- i. Security Rule. "Security Rule" shall mean the standards for security of Individually Identifiable Health Information at Subpart C of 45 CFR 164.

Section 2

Obligations and Activities of Business Associate

2.1 **Not to Use or Disclose PHI unless Permitted.** Business Associate agrees to not use or disclose Protected Health Information ("PHI") other than as permitted or required by this Agreement or as required or allowed by law.

2.2 **Safeguards/Security Rule.**

- a. Business Associate agrees to use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement or as otherwise required or allowed by law. Business Associate agrees to comply with the Privacy Rule including the implementation of administrative, physical, and technical safeguards that reasonably protect the confidentiality, integrity, and availability of Electronic Protected Health Information that Business Associate creates, receives, maintains, or transmits on behalf of the Covered Entity. Business Associate shall comply with Subpart C of 45 CFR 164.

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

2.4 **Report Certain Disclosure of PHI.**

- a. Business Associate agrees to report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Agreement or by law, including breaches of unsecured protected health information as required by 45 CFR 164.410, and any security incident of which it becomes aware. For any such use or disclosure, Business Associate agrees that it shall be responsible for the breach notification requirements contained in 45 CFR 164. An attempted unauthorized access, for purposes of reporting to the Covered Entity, means any attempted unauthorized access that prompts Business Associate to investigate the attempt, or review or change its current security measures. The parties acknowledge that the foregoing does not require Business Associate to report attempted unauthorized access that results in Business Associate: (i) investigating but merely reviewing and/or noting the attempt, but rather requires notification only when such attempted unauthorized access results in Business Associate conducting a material and full-scale investigation (a "Material Attempt"); and (ii) continuously reviewing, updating and modifying its security

measures to guard against unauthorized access to its systems, but rather requires notification only when a Material Attempt results in significant modifications to Business Associate's security measures in order to prevent such Material Attempt in the future.

- b. Business Associate agrees to notify Covered Entity of any breach by Business Associate (as "breach" is defined by HITECH) pertaining to unsecured protected health information without unreasonable delay and in no case later than 60 days after discovery of such breach by Business Associate.

2.5 **Compliance of Agents.** In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the business associate agree to the same restrictions, conditions, and requirements that apply to the business associate with respect to such information

2.6 **Access.** To the extent the Business Associate maintains the Designated Record Set, Business Associate agrees to provide access to Protected Health Information in the original Designated Record Set, during normal business hours but only to the extent required by 45 CFR §164.524.

2.7 **Amendments.** Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR §164.526 at the request of Covered Entity or an Individual.

2.8 **Disclosure of Practices, Books, and Records.** Unless otherwise protected from discovery or disclosure by law or unless otherwise prohibited from discovery or disclosure by law, Business Associate agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity or to the Secretary, for purposes of the Secretary determining compliance with the Privacy Rule, the Security Rule, and HITECH, but only to the extent such access is related to the use and disclosure of Protected Health Information received from the Covered Entity, or created or received by Business Associate on behalf of Covered Entity. Business Associate shall have a reasonable time within which to comply with such requests.

2.9 **Accounting.**

- a. Business Associate agrees to maintain sufficient documentation to allow it to provide to Covered Entity a list of any disclosures of Protected Health Information by the Business Associate or its agents so as to allow the Covered Entity (or when appropriate for the Business Associate) to respond to a request by an individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR §164.528.
- b. To the extent applicable, if Business Associate makes a disclosure of PHI through an electronic health record for payment, treatment, or health care operations, Business Associate will include such disclosure on an accounting in addition to maintaining an accounting of those other disclosures required by the Privacy Rule to be listed on the accounting under 45 CFR §164.528. To the extent applicable and required by the Privacy Rule and HITECH, Business Associate will provide an accounting of disclosures made through an electronic health record for payment, treatment, or health care operations.

2.10 Release of Documentation of Certain Disclosures. Business Associate agrees to provide to Covered Entity or an Individual, in a reasonable time and manner information collected in accordance with Section 2.9 of this Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR §164.528 and HITECH.

2.11 Security and Privacy Requirements of HITECH. In addition to the commitments made herein expressly, Business Associate will strive to comply with any other additional security or privacy requirements of HITECH applicable to Business Associate.

Section 3

Permitted Uses and Disclosures by Business Associate

3.1 Use of PHI for Specified Purposes. Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information only for purposes related to providing health care services provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity. Business Associate is not permitted to use the protected health information it receives to de-identify that information.

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

3.3 Disclosure Required by Law or With Reasonable Assurances. Except as otherwise limited in this Agreement, Business Associate may disclose Protected Health Information ("PHI") for the proper management and administration of the Business Associate and to carry out the services described in 3.1 and its related responsibilities, provided that disclosures are required by law or allowed by law, or provided that Business Associate obtains the following reasonable assurances from the person or entity to whom the Protected Health Information is disclosed: 1) the PHI will remain confidential; 2) the PHI will be used or further disclosed only as required or allowed by law or for the purposes for which it was disclosed; and, 3) the person or entity will notify the Business Associate of any instances of which the person or entity is aware in which the confidentiality of the information has been breached.

3.4 Data Aggregation Services. Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information to provide Data Aggregation services to Covered Entity as permitted by 45 CFR §164.504(e)(2)(i)(B).

3.5 Reporting Violations of the Law. Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 42 §CFR164.502(j)(1).

3.6 Minimum Necessary. Absent an applicable exception to the minimum necessary rule as set forth in the Privacy Rule, as amended by HITECH, Business Associate shall limit use, disclosure, and requests of PHI to the minimum necessary (as defined by HIPAA and HITECH) to the accomplish intended purpose of the use or disclosure.

Section 4

Impermissible Requests by Covered Entity

Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule or Security Rule if done by Covered Entity, except that despite this Section 4, Business Associate may use or disclose Protected Health Information for data aggregation or management and administrative activities of Business Associate as is otherwise permitted by this Agreement.

Section 5

Term and Termination

5.1 **Term.** The Term of this Agreement shall be effective as of the signing of this agreement, and shall terminate when all of the Protected Health Information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is not feasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Section.

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

1. Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;
2. Immediately terminate this Agreement if Business Associate has breached a material term of this Agreement and cure is not possible; or
3. If neither termination nor cure are feasible, Covered Entity shall report the violation to the Secretary.

5.3 **Effect of Termination.** Except as provided in paragraph 5.2 of this section, upon termination of this Agreement, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

Section 6

Miscellaneous Provisions

6.1 **Regulatory References.** A reference in this Agreement to a section in the Privacy Rule, Security Rule, or HITECH means the section as in effect or as amended, and for which compliance is required.

6.2 **Amendment.** The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for compliance with the requirements of the Privacy Rule, Security Rule, or HITECH and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.

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

6.4 **Interpretation.** Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the HIPAA Rules.

6.5 **Identity Theft Protection.** To the extent that Business Associate obtains access to patient information or other information constituting a "covered account" of Covered Entity within the meaning of the Identity Theft Red Flag Rules ("Red Flag Rules," 16 CFR 681.2), then Business Associate shall develop and implement an Identity Theft Prevention Program ("Program") that is designed to detect, prevent and mitigate identity theft in connection with such covered accounts. The Program shall be implemented and maintained in a manner such that if the covered accounts of Covered Entity were covered accounts of Business Associate, Business Associate would be in compliance with the requirements of the Red Flag Rules. Business Associate shall indemnify Covered Entity from all costs, fines and penalties associated with Business Associate's failure to fulfill the obligations of this Section 6.5. In addition, within five (5) days of receipt of a written request from Covered Entity for a copy of the Program and supporting documentation, Business Associate shall provide such documentation to Covered Entity evidencing its compliance with the obligations of this Section 6.5. Business Associate's performance of this Section 6.5 is a material term of the Agreement.

6.6 **Indemnification.**

Business Associate shall indemnify, hold harmless, and defend the Covered Entity, its elected and appointed officials, employees, agents and successors in interest from all claims, damages, losses and expenses including attorneys' fees, arising out of or resulting, directly or indirectly, from the Business Associate's (or Business Associate's Subcontractors, if any) performance or breach of the contract provided that such claim, damage, loss, or expense is: (1) attributable to breach of contract, and (2) not caused by the negligent act or omission or willful misconduct of the Louisville/Jefferson County Metro Government or its elected and appointed officials and employees acting within the scope of their employment. This Hold Harmless and Indemnification Clause shall in no way be limited by any financial responsibility or insurance requirements and shall survive the termination of this Contract.

IN WITNESS WHEREOF, each of the undersigned Parties has caused this Agreement to be executed in its name and on its behalf as of the Effective Date.

Business Associate:

Family and Children First, Inc. d/b/a
Family and Children's Place, Inc.

By: *Pam Darnall*

Printed Name: Pam Darnall

Title: President/CEO

Date: 2/2/15

Covered Entity:

Louisville/Jefferson County
Metro Government

By: *Sarah S. Moyer*

Printed Name: Sarah Moyer

Title: Interim Director

Date: 1/29/15