RESOLUTION NO. 2002-33

RESOLUTION AUTHORIZING BUDGET AMENDMENTS TO THE WEAKLEY COUNTY, TN GENERAL FUND FOR THE FISCAL YEAR ENDING JUNE 30, 2002.

WHEREAS, Weakley County Office of Aging has entered into a contract with Northwest TN Development District Area Agency on Aging for the Family Caregivers program, contract term ending June 30, 2002; and

WHEREAS, the Family Caregivers program will provide short-term supervision and/or assistance with activities of daily living for mentally or physically disabled people in order to provide a period of rest or relief to the caregiver; and

WHEREAS, Family Caregivers contract will be in the amount of $7,212, these funds will pay the salary, benefits, and travel of one respite worker; and

WHEREAS, Weakley County Office on Aging in conjunction with Northwest TN Development District Area Agency on Aging is establishing an Outreach Program beginning February 2002; and

WHEREAS, the Outreach Program will provide telephone and personal contacts with older people to provide information and assistance in accessing needed services; and

WHEREAS, the Outreach Program will be funded using United Way funds allocated to the Weakley County Office on Aging in the amount of $1,360.

NOW, THEREFORE BE IT RESOLVED, by the county legislative body of Weakley County, Tennessee assembled in regular session on this the 22nd day of January 2002 in Dresden, Tennessee that:

SECTION 1. The Weakley County General Fund is hereby amended as follows:

Fund #101

Acct-Object Number	Account Name	Approved Budget	Budget Amendment	Amended Budget
	Estimated Revenues			
46140	Aging – Dresden	47,464.00	8,572.00	56,036.00
	Estimated Expenditures			
56100.189	Other Salaries	3,450.00	6,252.00	9,702.00
56100.201	Social Security	2,500.00	419.00	2,919.00
56100.212	Empl Medicare Liability	585.00	98.00	683.00
56100.355	Travel	4,619.00	1,803.00	6,422.00
			8,572.00	

SECTION 2. BE IT FURTHER RESOLVED, that all resolutions of the Board of County Commissioners of Weakley County, Tennessee, which are in conflict with this resolution are hereby repealed.

SECTION 3. BE IT FURTHER RESOLVED, that this resolution take effect from and after its passage, the public welfare requiring it. This resolution shall be spread upon the minutes of the Board of County Commissioners.

Pursuant To The Rules Of The Commission, This Resolution Is Sponsored By The Following Members Of The Weakley County Board Of County Commissioners:

SPONSORED BY:

SPONSORED BY:

ACKNOWLEDGED AND APPROVED:

Chairman, Health, Education, & Welfare Committee

ACKNOWLEDGED AND APPROVED:

Chairman, Finance, Ways, & Means Committee

Motion made by Commissioner Salmon that the foregoing resolution be adopted:

Motion seconded by Commissioner Parham.

Upon being put to a roll call vote, Motion carried **by a vote of** 19 **Yeas,** 0 **Nays,**

0 **Passed and** 0 **Absent.** and 1 Vacant.

Attested:

Pat Scarbrough, County Clerk

Approved:

Ron Gifford, County Executive

THIS THE 22nd DAY OF January, 2002.

Contract Number: Family Caregiver 104

PERSONAL/PROFESSIONAL SERVICES CONTRACT
BETWEEN THE
NORTHWEST TN DEVELOPMENT DISTRICT, AREA AGENCY ON AGING
AND THE
WEAKLEY COUNTY OFFICE ON AGING

This Contract, by and between the Northwest Tennessee Development District, Area Agency on Aging, hereinafter referred to as the "Contractor" and the Weakley County Office on Aging, hereinafter referred to as the "Contractee," is for the provision of Caregiver, as further defined in the "SCOPE OF SERVICES."

The Contractee is A NONPROFIT CORPORATION. The Contractee's address is:

589 Evergreen Street; P. O. Box 651; Dresden, Tennessee 38225-0651

The Contractee's place of incorporation or organization is Tennessee.

A. SCOPE OF SERVICES:

A.1. Contractee:

The Contractee is to provide:

1. A respite care worker, who holds CNA certification, to reach a targeted ten (10) unduplicated persons annually. Each respite care worker shall have criminal background checks conducted and at least three (3) reference checks completed. The respite care worker shall be responsible for the personal care of the consumer including, but not limited to, dispensing medications, personal hygiene, feeding, preparing meals, light housekeeping, assisting in and out of bed, etc. Each respite care worker must produce evidence of having taken a three-part Hepatitis B inoculation.

2. Documentation of the work performed and the time spent in each consumer's home by the respite care worker. This documentation must be submitted with the invoice for services rendered in order for payment to be made.

3. Outreach to a targeted twenty (20) unduplicated persons annually for the purpose of identifying potential caregivers and encouraging their use of existing services and benefits. Priority is to older persons with the greatest social and economic need with particular attention to low-income minority. Up to 10% of funding can be utilized for older persons providing care and support to persons with mental retardation and related developmental disabilities. The disabled person in this situation can be no more than 18 years of age and the custodial caregiver must be at least 60 years of age.

A.2. Contractor:

The Contractor is to provide:

1. On-site assessments of the consumer's situation to ensure that skills and training of the respite care worker are adequate for meeting the consumer's needs.

2. An emergency notification plan including appropriate medical and emergency care information for each consumer prior to the initiation of service.

3. Caregiver training to all respite care workers.

4. Information about the program to various groups and health fairs.

B. CONTRACT TERM:

B.1. Contract Term. This Contract shall be effective for the period commencing on September 1, 2001 and ending on June 30, 2002. The Contractor shall have no obligation for services rendered by the Contractee which are not performed within the specified period.

B.2. Term Extension. The Contractor reserves the right to extend this Contract for an additional five (5) years, provided that the Contractor notifies the Contractee in writing of its intention to do so at least thirty (30)days prior to the contract expiration date. An extension of the term of this Contract will be effected through an amendment to the Contract executed by a duly authorized official of the Contractor and the Contractee. If the extension of the Contract necessitates additional funding beyond that which was included in the original Contract, the increase in the Contractor's maximum liability will also be effected through an amendment to the Contract and shall be based upon rates provided for in the amended contract.

C. PAYMENT TERMS AND CONDITIONS:

C.1. Maximum Liability. In no event shall the maximum liability of the Contractor under this Contract exceed the Service Rates herein for units of service authorized by the Contractor. The Contractee shall be compensated based upon the following Maximum Service Rates:

SERVICE UNIT	AMOUNT PER UNIT
One hour of direct eligible respite service	$16.00/UNIT

The Service Rates shall constitute the entire compensation due the Contractee for the Service and all of the Contractee's obligations hereunder regardless of the difficulty, materials or equipment required. The Service Rates include, but are not limited to, all applicable taxes, fees, overheads, travel, and all other direct and indirect costs incurred or to be incurred by the Contractee.

The Contractee is not entitled to be paid for any period under the Contract or any extensions of the Contract for work not requested by the Contractor. The Contractor does not guarantee payment of any such funds to the Contractee under this Contract unless the Contractor requests work and the Contractee performs said work. In which case, the Contractee shall be paid in accordance with the maximum Service Rates. The Contractor is under no obligation to request work from the Contractee in any specific dollar amounts or to request any work at all from the Contractee during any period of this Contract.

C.2. Compensation Firm. The Service Rates of the Contractor under this Contract are firm for the duration of the Contract and are not subject to escalation for any reason unless amended.

C.3. Payment Methodology. The Contractee shall be compensated based on the Service Rates herein for units of service authorized by the Contractor in a total amount not to exceed the Contract Maximum Liability established in Section C.1. The Contractee's compensation shall be contingent upon the satisfactory completion of units of service defined in Section A

The Contractee shall submit monthly invoices, in form and substance acceptable to the Contractor with all of the necessary supporting documentation, prior to any payment. Such invoices shall be submitted for completed units of service for the amount stipulated.

C.4. Travel Compensation. The Contractee shall not be compensated or reimbursed for travel, meals, or lodging.

C.5. Payment of Invoice. The payment of the invoice by the Contractor shall not prejudice the Contractor 's right to object to or question any invoice or matter in relation thereto. Such payment by the Contractor shall neither be construed as acceptance of any part of the work or service provided nor as an approval of any of the amounts invoiced therein.

C.6. Invoice Reductions. The Contractee's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the Contractor, on the basis of audits and/or monitoring conducted in accordance with the terms of this contract, not to constitute proper remuneration for compensable services.

C.7. Deductions. The Contractor reserves the right to deduct from amounts which are or shall become due and payable to the Contractee under this or any contract between the Contractee and the Contractor any amounts which are or shall become due and payable to the Contractor by the Contractee.

D. STANDARD TERMS AND CONDITIONS:

D.1. Required Approvals. The Contractor is not bound by this Contract until it is approved by the appropriate officials in accordance with applicable Tennessee State laws and regulations.

D.2. Modification and Amendment. This Contract may be modified only by a written amendment executed by all parties hereto.

D.3. Termination for Convenience. The Contractor may terminate this Contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by the Contractor. The Contractor shall give the Contractee at least thirty [30] days written notice before the effective termination date.

D.3.a. The Contractee shall be entitled to receive compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the Contractor be liable to the Contractee for compensation for any service which has not been rendered.

D.3.b. Upon such termination, the Contractee shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

D.4. Termination for Cause. If the Contractee fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractee violates any terms of this Contract, the Contractor shall have the right to immediately terminate the Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Contractee shall not be relieved of liability to the Contractor for damages sustained by virtue of any breach of this Contract by the Contractee.

D.5. Subcontracting. The Contractee shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the Contractor. If such subcontracts are approved by the Contractor, they shall contain, at a minimum, sections of this Contract pertaining to "Conflicts of Interest" and "Nondiscrimination" (sections D.6. and D.7.).

Notwithstanding any use of approved subcontractees, the Contractee shall be the prime contractee and shall be responsible for all work performed.

D.6. Conflicts of Interest. The Contractee warrants that no part of the total Contract Amount shall be paid directly or indirectly to an employee or official of the Contractor or the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractee, or consultant to the Contractee in connection with any work contemplated or performed relative to this Contract.

D.7. Nondiscrimination. The Contractee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractee on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Contractee shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

D.7.a. The Contractee also agrees to comply with Title VI of the Civil Rights Act of 1964, Section 503 and 504 of the Rehabilitation Act of 1973, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, the Americans with Disabilities Act of 1990, and the Age Discrimination Act of 1975.

D.8. Records. The Contractee shall maintain documentation for all charges against the Contractor under this Contract. The books, records, and documents of the Contractee, insofar as they relate to work performed or money received under this contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the Contractor, the Tennessee Commission on Aging, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.

D.9. Monitoring. The Contractee's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the Contractor, the Tennessee Commission on Aging, the Comptroller of the Treasury, or their duly appointed representatives.

D.10. Reports. The Contractee shall submit reports to the Contractor in form and substance acceptable to the Contractor as requested.

D.11. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.

D.12. Independent Contractee. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

The Contractee, being an independent contractee and not an employee of the Contractor nor the State of Tennessee, agrees to carry adequate public liability and other appropriate forms of insurance, including adequate public liability and other appropriate forms of insurance on the Contractee's employees, insurance coverage for all persons who will be handling funds or property as a result of this contract for protection against losses, resulting from criminal act and wrongful and negligent performance of the duties, and to pay all applicable taxes incident to this Contract.

D.13. Contractor Liability. The Contractor shall have no liability except as specifically provided in this Contract.

D.14. Force Majeure. The obligations of the parties to this contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, acts of God, riots, wars, strikes, epidemics or any other similar cause.

D.15. State and Federal Compliance. The Contractee shall comply with all applicable State and Federal laws and regulations, including the Tennessee Commission on Aging Policies and Procedures, in the performance of this Contract.

D.16. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Contractee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Contract. The Contractee acknowledges and agrees that any rights or claims against the Contractor or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under Tennessee Code Annotated, Section 9-8-101 through 9-8-407.

D.17. Completeness. This Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.

D.18. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.

D.19. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.

E. SPECIAL TERMS AND CONDITIONS:

E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, these special terms and conditions shall control.

E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by facsimile transmission, by overnight courier service, or by first class mail, postage prepaid, addressed to the respective party at the appropriate facsimile number or address as set forth below or to such other party, facsimile number, or address as may be hereafter specified by written notice.

The Contractor:
Susan Hill, Director of Area Agency on Aging
Northwest TN Development District, Area Agency on Aging
P. O. Box 963, 124 Weldon Drive
Martin, Tennessee 38237
731-587-4213
731-588-2837 fax

The Contractee:
Becky Youngblood, Director of the Weakley County Office on Aging
Weakley County Office on Aging
589 Evergreen Street; P. O. Box 651
Dresden, Tennessee 38225-0651
731-364-3581
731-364-3447 fax

All instructions, notices, consents, demands, or other communications shall be considered effectively given as of the day of delivery; as of the date specified for overnight courier service delivery; as of three (3) business days after the date of mailing; or on the day the facsimile transmission is received mechanically by the telefax machine at the receiving location and receipt is verbally confirmed by the sender if prior to 4:30 p.m. CST. Any communication by facsimile transmission shall also be sent by United States mail on the same date of the facsimile transmission.

E.3. Authorization of Service. The Contractee agrees to provide service for individuals eligible for services only upon receipt of the Contractor's Plan of Care and/or Service Authorization. The Contractee accepts the terms, conditions, if any, and time frames specified therein, but not to exceed five (5) working days from date of receipt. Extenuating circumstances may warrant mutual agreement to provide immediate service to a consumer.

E.4. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the Contractor reserves the right to terminate the Contract upon written notice to the Contractee. Said termination shall not be deemed a breach of Contract by the Contractor. Upon receipt of the written notice, the Contractee shall cease all work associated with the Contract. Should such an event occur, the Contractee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Contractee shall have no right to recover from the Contractor any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

E.5. Breach. A party shall be deemed to have breached the Contract if any of the following occurs:

a) failure to perform in accordance with any term or provision of the Contract;
b) partial performance of any term or provision of the Contract;
c) any act prohibited or restricted by the Contract, or
d) violation of any warranty.

For purposes of this contract, items a through d shall hereinafter be referred to as a "Breach."

E.6. Annual Report and Audit. The Contractee shall prepare and submit, within nine (9) months after the close of the reporting period, an annual report of its activities funded under this Contract to the Contractor, the Tennessee Comptroller of the Treasury, and the Commissioner of Finance and Administration. The annual report for any Contractee that receives $300,000 or more in aggregate federal and state funding for all its programs shall include audited financial statements. All books of account and financial records shall be subject to annual audit by the Tennessee Comptroller of the Treasury or the Comptroller's duly appointed representative. When an audit is required, the Contractee may, with the prior approval of the Comptroller, engage a licensed independent public accountant to perform the audit. The audit contract between the Contractee and the licensed independent public accountant shall be on a contract form prescribed by the Tennessee Comptroller of the Treasury. Any such audit shall be performed in accordance with generally accepted government auditing standards, the provisions of OMB Circular A-133, if applicable, and the *Audit Manual for Governmental Units and Recipients of Grant Funds* published by the Tennessee Comptroller of the Treasury. The Contractee shall be responsible for reimbursement of

the cost of the audit prepared by the Tennessee Comptroller of the Treasury, and payment of fees for the audit prepared by the licensed independent public accountant. Payment of the audit fees of the licensed independent public accountant by the Contractee shall be subject to the provisions relating to such fees contained in the prescribed contract form noted above. Copies of such audits shall be provided to the Contractor, the designated cognizant state agency, the Tennessee Commission on Aging, the Tennessee Comptroller of the Treasury, and the Department of Finance and Administration and shall be made available to the public.

E.7. Contractor Ownership of Work Products. All work performed by the Contractee under this Contract shall be considered work for hire and shall be the property of the Contractor. The Contractor shall have all ownership right, title, and interest, including ownership of copyright, in all work products created, designed, developed, derived, documented, installed, or delivered to the Contractor under this Contract. The Contractor shall have royalty-free, non-exclusive, and unlimited rights to use, disclose, reproduce, or publish, for any purpose whatsoever, all said work products. The Contractee shall furnish such information and data upon request of the Contractor, in accordance with the Contract and applicable State law.

E.8. Printing Authorization. The Contractee agrees that no publication coming within the jurisdiction of *Tennessee Code Annotated*, Section 12-7-101, *et. seq.*, shall be printed unless a printing authorization number has been obtained and affixed as required by *Tennessee Code Annotated*, Section 12-7-103 (d).

E.9. Incorporation of Additional Documents. Included in this Contract by reference, as if copied in full herein, are the following documents:

a) The Contract document and its attachments
b) All Clarifications and addenda made to the Contractor's Proposal
c) The Request for Proposal and its associated amendments
d) Technical Specifications, including the Guide to Contract Preparation, provided to the Contractor
e) The Contractor's Proposal.

In the event of a discrepancy or ambiguity regarding the Contractor's duties, responsibilities, and performance under this Contract, these documents shall govern in order of precedence detailed above.

E.10. Workpapers Subject to Review. The Contractee shall make all audit, accounting, or financial analysis workpapers, notes, and other documentation available for review by the Contractor and the Comptroller of the Treasury or his representatives, upon request, during normal working hours either while the analysis is in progress or subsequent to the completion of this Contract.

E.11. Lobbying. The Contractee certifies, to the best of its knowledge and belief, that:

No federally appropriated funds have been paid or will be paid, by or on behalf of the Contractee, to any person for influencing or attempting to influence an officer or employee of any contractor, a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, and entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any contractor, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Contractee shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The Contractee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, subcontracts, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients of federally appropriated funds shall certify and disclose accordingly.

E.12. Public Funding Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Contractee relative to this Contract shall include the statement, "This project is funded in part by the [Contracting Contractor Name] and the State of Tennessee." Any such notices by the Contractee shall be approved by the Contractor.

E.13. Prohibited Advertising. The Contractee shall not refer to this Contract or the Contractee's relationship with the Contractor hereunder in commercial advertising in such a manner as to state or imply that the Contractee or the Contractee's services are endorsed.

E.14. Confidentiality of Records. Strict standards of confidentiality of records shall be maintained in accordance with the law. All material and information provided to the Contractee by the Contractor or acquired by the Contractee on behalf of the Contractor whether verbal, written, magnetic tape, cards or otherwise shall be regarded as confidential information in accordance with the provisions of State law and ethical standards and shall not be disclosed, and all necessary steps shall be taken by the Contractee to safeguard the confidentiality of such material or information in conformance with State law and ethical standards.

The Contractee will be deemed to have satisfied its obligations under this section by exercising the same level of care to preserve the confidentiality of the Contractor's information as the Contractee exercises to protect its own confidential information so long as such standard of care does not violate the applicable provisions of the first paragraph of this section.

The Contractee's obligations under this section do not apply to information in the public domain; entering the public domain but not from a breach by the Contractee of this Contract; previously possessed by the Contractee without written obligations to the Contractor to protect it; acquired by the Contractee without written restrictions against disclosure from a third party which, to the Contractee's knowledge, is free to disclose the information; independently developed by the Contractee without the use of the Contractor's information; or, disclosed by the Contractor to others without restrictions against disclosure.

It is expressly understood and agreed the obligations set forth in this section shall survive the termination of this Contract.

E.15. Copyrights and Patents. The Contractee agrees to indemnify and hold harmless the Contractor as well as its officers, agents, and employees from and against any and all claims or suits which may be brought against the Contractor for infringement of any laws regarding patents or copyrights which may arise from the Contractee's performance of this Contract. In any such action brought against the Contractor, the Contractee shall satisfy and indemnify the Contractor for the amount of any final judgment for infringement. The Contractee further agrees it shall be liable for the reasonable fees of attorneys for the Contractor in the event such service is necessitated to enforce the terms of this Contract or otherwise enforce the obligations of the Contractee to the Contractor. The Contractor shall give the Contractee written notice of any such claim or suit and full right and opportunity to conduct the Contractee's own defense thereof.

E.16. Public Accountability. If this Contract involves the provision of services to citizens by the Contractee on behalf of the Contractor, the Contractee agrees to establish a system through which recipients of services may present grievances about the operation of the service program, and the Contractee agrees to display a sign stating:

"NOTICE: This Contractee is a recipient of taxpayer funding. If you observe an employee engaging in any activity which you consider to be illegal or improper, please call the State Comptroller's toll free hotline: 1-800-232-5454"

Said sign shall be displayed in a prominent place, located near the passageway(s) through which the public passes to receive State funded services.

E.17. Environmental Tobacco Smoke. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the Tennessee "Children's Act for Clean Indoor Air of 1995," the Contractee shall prohibit smoking of tobacco products within any indoor premises in which services are provided pursuant to this Contract to individuals under the age of eighteen (18) years. The Contractee shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this Contract.

E.18. Drug Free Workplace. The Contractee agrees to comply with all applicable state and federal law regarding a drug-free workplace.

E.19. Hold Harmless. The Contractee agrees to indemnify and hold harmless the Contractor as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Contractee, its employees, or any person acting for or on its or their behalf relating to this Contract. The Contractee further agrees it shall be liable for the reasonable cost of attorneys for the Contractor in the event such service is necessitated to enforce the terms of this Contract or otherwise enforce the obligations of the Contractee to the Contractor.

In the event of any such suit or claim, the Contractee shall give the Contractor immediate notice thereof and shall provide all assistance required by the Contractor in the Contractor s defense. The Contractor shall give the Contractee written notice of any such claim or suit, and the Contractee shall have full right and obligation to

conduct the Contractee's own defense thereof. Nothing contained herein shall be deemed to accord to the Contractee, through its attorney(s), the right to represent the Contractor or the State of Tennessee in any legal matter, such rights being governed by Tennessee Code Annotated, Section 8-6-106.

IN WITNESS WHEREOF:

WEAKLEY COUNTY BOARD OF COMMISSIONERS:

Ron Gifford, Weakley County Executive — Date 09/12/01

NORTHWEST TENNESSEE DEVELOPMENT DISTRICT:

John A. Bucy, Executive Director — Date 5 SEP 01

NORTHWEST TENNESSEE AREA AGENCY ON AGING:

Susan Hill, Director — Date 9-4-01