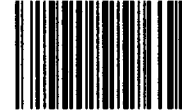
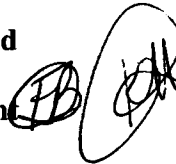


FILE



To: Honorable Mayor Jim Strickland

From: Kristie Hardy, Purchasing Agent



DOCU-SIGN

Date: December 18, 2023

Subject: Contract # 40900 - ALLIANCE HEALTHCARE SERVICES, INC

Please find attached the above referenced contract for the Mayor's signature. This document requires City Council approval. For those requiring City Council approval, the Resolution evidencing such approval is enclosed.

**Purpose:** Grant for Alliance Healthcare Services. Term: 7/1/23 - 6/32/24. Amount: \$1,000,000 Total Cost.

**Type:** New

**Type Amount:** \$

**Financial Commitment:** The total cost for this agreement is \$1,000,000.00.

**M/WBE Participation Goal:** 0.00%

**M/WBE Participation Commitment:** 0.00%

**SBE-Only Bid:** N/A

**Contracting Authority:** By Home Rule Amendment 1852, Section 14, BE IT FURTHER ORDAINED, That the power to contract (other than by franchise agreements) shall remain with the Mayor.

After approval, please return all documents to the Purchasing Department for further processing.

Should you have any questions, please advise.

Attachment



FY 24

# PURCHASING

## New Contract Agreement Checklist

Division: GRANTS

REQ#: N/A

RFQ#: N/A

PO/ Contract #: 40900

Name & Date: JR 12/18/23

Negotiated Contract	YES	NO	N/A
RFP Required			X
Scoring Criteria Attached			X
Purchasing Has Original Proposals			X
Check Award Recommendation Information	X		
Check Scope of Services	X		
Check Term of Contract/ Extension Clauses	X		
Check and Enter Not to Exceed Amount			X
Check Contract Amount	X		
Check Source of Funds/ POETA	X		
Check Insurance Requirements			X
Have You Received Tax Exempt Ruling Letter from IRS or Memphis Shelby County Business Tax Receipt/ License			X
Copy of License & Establish Date – Shelby County 222-3059			X
Check Signatures	X		
Copy of Insurance/ Endorsement to Clerk			X
Tabs Inserted Into Packet	X		

Term: 7/1/23-6/30/24

Total Cost: \$1,000,000

Description for Processing: Grant for Alliance Healthcare Services

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---

# **SECTION 1**

**COO Memo**

**EBO Goal Sheet**

**ORACLE – Business Classification Printout**

**OBDC Registry Printout**

**SAM Printout**



# City of Memphis

## DIVISION OF FINANCE

---

**From:** Crystal Givens, Grants Administration

**To:** Jim Strickland, Mayor

**Via:** Chandell Ryan, Chief Operating Officer

**Date:** December 12, 2023

**Re:** Alliance Healthcare Services

---

### Brief/Memo

1. Purpose: American Rescue Plan Act (ARPA) amended allocation by the City Council for initiatives identified in the Grantee request.
2. Funding Authority: Approved by City Council in the FY24 Budget.
3. The Office of Business Diversity and Compliance program defers to grantees awarded funding by the Memphis City Council. *\*This is a grant-funded project and was not heard by the EBO goals committee-not subject to the EBO goals process.*
4. Based on the above information, approval is requested for this contract.

If you have any additional questions, please feel free to contact Crystal Givens at (901) 636-6157.

Thank You



 Please Sign In: You must sign in to your SAM.gov account to search Entities, Responsibility/Qualification and the Disaster Response Registry.

[Sign In](#)

Select Domain  
Entity Information

+



### No matches found

Your search did not return any results for active records.

Would you like to include inactive records in your search results?

[Search inactive](#)

[Go back](#)

All Entity Information

Entities

Disaster Response Registry

Responsibility / Qualification

Exclusions

Filter By




-

#### Keyword Search

For more information on how to use our keyword search, visit our help guide

[Simple Search](#)

[Search Editor](#)

- Any Words 
- All Words 
- Exact Phrase 

e.g. 123456789, Smith Corp

Entity

^

Entity Name

alliance healthcare

x

[Show directory information and instructions](#)

### Search Parameters

[Edit Parameters](#)

[Clear Parameters](#)

#### CERTIFICATIONS

Minority Business Enterprise (MBE)

Small Business Enterprise (SBE)

Women Business Enterprise (WBE)

#### BUSINESS NAME/DBA

ALLIANCE HEALTH

### Search Results

**0** firms with **0** certifications found

Your search parameters did not return any matches. Click **Edit Parameters**, modify the information in the fields above and click **Search Again**.



Suppliers

Suppliers >

Update ALLIANCE HEALTHCARE SERVICES, INC - 169142: Business Classification

Cancel Save

- Quick Update
- Company Profile
- Organization
- Tax Details
- Address Book
- Contact Directory

Certification

Last Certified By

TTP Date format example: 18-Dec-2023

...

Classification

- Products & Services
- Banking Details
- Surveys
- Approval History
- Terms and Control
- Accounting
- Tax and Reporting
- Purchasing
- Receiving
- Payment Details
- Relationship
- Invoice Management

Classification	Applicable	Minority Type	Certificate Number	Certifying Agency	Expiration Date	Status
Minority Owned	<input type="checkbox"/>		<a href="#">1</a>			
Service-disabled Veteran Owned	<input type="checkbox"/>		<a href="#">1</a>			
Small Business	<input type="checkbox"/>		<a href="#">1</a>			
Veteran Owned	<input type="checkbox"/>		<a href="#">1</a>			
Women Owned	<input type="checkbox"/>		<a href="#">1</a>			
Women-owned small business eligible under the WOSB program	<input type="checkbox"/>		<a href="#">1</a>			

Cancel Save

# **SECTION 2**

**B & C**

**BID TAB (If Required)**

**JUSTIFICATION LETTERS**

- Award Not to Low Bidder Memo
- Sole/Single Source
- Back Dated Memo's
- Resolutions
- Etc.



\* \* KUSH \* \*

City of Memphis  
Office of Grants Compliance  
DEC 13 2023

City of Memphis

BID AND CONTRACT AGENDA SHEET

FY 24

Original

Approved By: \_\_\_\_\_

Division: Grants & Agencies Date: 12/12/2023  
Division Contact Person: Crystal Givens crystal.givens@memphistn.gov Phone #: 901-636-6157  
Print Name: \_\_\_\_\_

2. Contractor: Alliance Healthcare Services Address: 2220 Union Avenue  
City/State/ Zip Code: Memphis, TN 38104

Contractor's Contact Name: Laurie Powell Contractor's Email Address: l.powell@alliance-hs.org

3. BID REJECTION:

For purchase/construction of \_\_\_\_\_

Explanation of rejection \_\_\_\_\_

Request to Re-advertise \_\_\_\_\_

4. CONTRACT AWARD RECOMMENDATION: RFQ/RFP # \_\_\_\_\_ Vendor # 164142

Check Box: Low  Best\*  Only  Negotiated

Contract Amount: \$ \_\_\_\_\_

Purpose: \_\_\_\_\_

Special Instructions: RUSH!!!! Please copy Crystal Givens and Mike Compton in DocuSign

\*Justification for rejection of low bids attached. (Attach a copy of bid tabulation)

5. CHANGE ORDER/AMENDMENT/ENCUMBRANCE/FINAL PAYMENT: Contract# 45900 Expiration: 6/30/2024

For: \_\_\_\_\_

Special Instructions: \_\_\_\_\_

6. Submit Invoices to: \_\_\_\_\_

Dept. Contact Person \_\_\_\_\_ Address \_\_\_\_\_

City/State/Zip Code \_\_\_\_\_

<input type="checkbox"/>	Extension	Original Contract Amount	\$ 1,000,000.00	Final Payment Due:	\$ _____
<input type="checkbox"/>	Change Order	Previous C. O. Total	_____	Retainage:	\$ _____
<input type="checkbox"/>	Finally Close Contract	Prev. Amend./Encum. Toll.	_____		
<input type="checkbox"/>	Transfer to PO	C. O. #	_____	Attached	_____
<input type="checkbox"/>	Amendment	Encumbrance Amount	\$ 1,000,000.00		
<input checked="" type="checkbox"/>	Encumber	Adjusted Contract Amount	\$0.00		
<input type="checkbox"/>	Unencumber				

COST & SOURCE OF FUNDS

Type	Line #	Fund	Serv. Ctr	Account #	Project #	Task #	Award #	Amount
(1)		0111	230101	059600				\$1,000,000.00
(2)								
(3)								
(4)								
(5)								
(6)								

Appropriating Resolution Attached.

Other Attachments

CHECKED & APPROVED BY: Crystal Givens 12/13/23 [Signature] 12/12/23  
Service Center Approval Date DocuSign Date  
Division Director

Director, OBDC Approval \_\_\_\_\_ Date \_\_\_\_\_  
Chief Administrative Officer: Chandell Ryan 12/28/2023

City Engineer \_\_\_\_\_ Date \_\_\_\_\_  
Contract Analyst-Print \_\_\_\_\_ Purchasing Agent/Purchasing Supervisor \_\_\_\_\_ Date \_\_\_\_\_

FUNDING/PURCHASING APPROVAL:  
\_\_\_\_ Funds are available.  
\_\_\_\_ Funds to be appropriated/transferred.

\* \* RUSH \* \*

City of Memphis  
Office of Grants Compliance

DEC 13 2023  
City of Memphis

**BID AND CONTRACT AGENDA SHEET**  
**FY 24**

Original

Approved By: \_\_\_\_\_  
Division: \_\_\_\_\_

**Grants & Agencies**

Date 12/12/2023

Division Contact Person Crystal Givens crystal.givens@memphistn.gov Phone # 901-636-6157  
Print Name \_\_\_\_\_

2. Contractor: Alliance Healthcare Services Address: 2220 Union Avenue

City/State/ Zip Code Memphis, TN 38104

Contractor's Contact Name Laurie Powell Contractor's Email Address Lalpowell@alliance-hs.org

**3. BID REJECTION:**

For purchase/construction of \_\_\_\_\_

Explanation of rejection \_\_\_\_\_

Request to Re-advertise \_\_\_\_\_

**4. CONTRACT AWARD RECOMMENDATION:** RFQ/RFP # \_\_\_\_\_ Vendor # 164142

Check Box: Low  Best\*  Only  Negotiated

Contract Amount: \$ \_\_\_\_\_

Purpose: \_\_\_\_\_

Special Instructions: RUSH!!!! Please copy Crystal Givens and Mikc Compton in DocuSign

\*Justification for rejection of low bids attached. (Attach a copy of bid tabulation)

**5. CHANGE ORDER/AMENDMENT/ENCUMBRANCE/FINAL PAYMENT:** Contract# 40900 Expiration: 6/30/2024

For: \_\_\_\_\_

Special Instructions: \_\_\_\_\_

**6. Submit Invoices to:**

Dept. Contact Person \_\_\_\_\_ Address \_\_\_\_\_

City/State/Zip Code \_\_\_\_\_

<input type="checkbox"/>	Extension	Original Contract Amount	\$ 1,000,000.00	Final Payment Due:	\$ _____
<input type="checkbox"/>	Change Order	Previous C. O. Total	_____	Retainage:	\$ _____
<input type="checkbox"/>	Finally Close Contract	Prev. Amend./Encum. Toll.	_____		
<input type="checkbox"/>	Transfer to PO	C. O. #	_____	Attached	_____
<input type="checkbox"/>	Amendment				
<input checked="" type="checkbox"/>	Encumber	Encumbrance Amount	\$ 1,000,000.00		
<input type="checkbox"/>	Unencumber	Adjusted Contract Amount	_____	\$0.00	

**COST & SOURCE OF FUNDS**

Type	Line #	Fund	Serv. Ctr	Account #	Project #	Task #	Award #	Amount
(1)		0111	230101	059600				\$1,000,000.00
(2)								
(3)								
(4)								
(5)								
(6)								

Appropriating Resolution Attached.  Other Attachments

CHECKED & APPROVED BY: Crystal Givens 12/13/23 [Signature] 12/12/23  
Service Center Approval Date Division Director Date

Director, OBDC Approval \_\_\_\_\_ Date [Signature] Chief Administrative Officer \_\_\_\_\_ Date 12/21/23

City Engineer \_\_\_\_\_ Date \_\_\_\_\_ Contract Analyst-Print \_\_\_\_\_ Purchasing Agent/Purchasing Supervisor \_\_\_\_\_ Date \_\_\_\_\_

**FUNDING/PURCHASING APPROVAL:**  
\_\_\_\_ Funds are available.  
\_\_\_\_ Funds to be appropriated/transferred.



## Resolution to Grant \$1 million to Alliance Healthcare Services for the Behavioral Health Crisis Center

**WHEREAS**, the City of Memphis desires to promote community programming and improve neighborhoods for its Citizens, and

**WHEREAS**, it is recognized that addressing mental health challenges is not only a local issue, but also a nationwide matter, and

**WHEREAS**, Alliance Healthcare (Alliance) is the largest comprehensive behavioral health provider in Shelby County providing services in crisis intervention, housing, addiction, mental health, and children and families, as well as managing the state's highest volume of crisis assessments, and

**WHEREAS**, Alliance recently broke ground on a 55,000 square foot behavioral crisis center in the Binghamton community, and

**WHEREAS**, Alliance has secured \$21.5 million of the estimated \$34 million needed to build the crisis center, and

**WHEREAS**, City and County law enforcement and emergency responders work collaboratively with Alliance to ensure individuals suffering mental health crises receive appropriate care, rather than booking them in jail or taking them to the emergency room, and

**WHEREAS**, the Alliance Healthcare Services Crisis Wellness Center will be a shining example of how local and state government and community partners can work together to expand access to critical mental health services, providing the Citizens of Memphis with hope and opportunities to thrive.

**NOW, THEREFORE BE IT RESOLVED** that the Memphis City Council appropriates the allocation of \$1,000,000 toward the planned two-story 24/7 wellness center focused on intervention and care, with an estimated 45 beds for immediate patient care and expansion of services to include walk-in support for children and families providing a safer, more dignified, and effective approach to mental health and substance abuse treatment for our Community.

**THEREFORE, BE IT FURTHER RESOLVED** that the funding for this initiative will be provided through the appropriation of unassigned fund balance in the General Fund by the Fiscal Year 2023 excess of revenues over expenditures, and that the Fiscal Year 2024 Operating Budget be amended in the amount of \$1,000,000 in accordance with Tennessee Constitution Article 2 § 24, TCA § 9-1-116, Municipal Budget Law of 1982.

Sponsored by City Administration

I hereby certify that the foregoing is a true copy and document was adopted, approved by the Council of the City of Memphis in regular session on

Date NOV 21 2023

Valerie C. Sripes  
Deputy Comptroller-Council Records

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us. Acc.  
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rance  
Ln

# **SECTION 3**

## **Business License (If Required)**

### **Insurance**

- Certificate of Insurance
- Additional Insured Endorsements
- Insurance Waivers
- Insurance Waiver Request



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
3/6/2023

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

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

<b>PRODUCER</b> Lipscomb & Pitts Insurance 2670 Union Ave. Ext. Suite 100 Memphis TN 38112	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 901-321-1000      FAX (A/C, No): 901-321-1099 E-MAIL ADDRESS: mailroom@lpinsurance.com	
	<b>INSURER(S) AFFORDING COVERAGE</b> <b>NAIC #</b>	
<b>INSURED</b> Alliance Healthcare Services 2220 Union Ave Attn: Kyle Hataway Memphis TN 38104-4315	<b>INSURER A:</b> Philadelphia Indemnity Insurance      18058	
	<b>INSURER B:</b> Carolina Casualty Insurance Company      10510	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
<b>INSURER F:</b>		

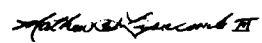
**COVERAGES**      **CERTIFICATE NUMBER: 468142214**      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVP	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			PHPK2521896	2/25/2023	2/25/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			PHPK2521896	2/25/2023	2/25/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB85245	2/25/2023	2/25/2024	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	KEY0146825	2/25/2023	2/25/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	<b>Professional Liability</b> Claims Made Retro Date: 02/18/67			PHPK2521896	2/25/2023	2/25/2024	Each Incident 1,000,000 Aggregate 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
City of Memphis is additional insured when required by a written contract or agreement executed prior to the occurrence of a loss. Such person or organization is an additional insured for "bodily injury", "property damage" and "personal and advertising injury", but only for liability arising out of the negligence of the Named Insured per General Liability Deluxe Endorsement: Human Services Form #PL-GLD-HS (10/11) subject to policy terms and conditions.

City of Memphis is Additional Insureds on Commercial Automobile Liability coverage but only to the extent that person or organization qualifies as an insured under the Who is an Insured Provision contained in Section II of Coverage Form #CA0001 (10/13) subject to policy terms and conditions.

<b>CERTIFICATE HOLDER</b>  City of Memphis Attn: Risk Management Department 170 N. Main Street, 5th Floor Memphis TN 38103 USA	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
--	--

# **SECTION 4**

## **Sourcing Contract**

- Signature Page
- Contract
- Bid Response
- RFQ & Specifications

## **Negotiated Contract**

- Contract (to include exhibits)

## **Amendment/Extension/Change**

- Amendment/Extension/Change Order Document

40900

**FUNDING AGREEMENT**

**between**

**THE CITY OF MEMPHIS**

**and**

**ALLIANCE HEALTHCARE SERVICES**

**THIS FUNDING AGREEMENT** (the "Agreement") is made and entered into by and between the City of Memphis, Tennessee ("City") and Alliance Healthcare Services ("Grantee").

**WITNESSETH:**

**WHEREAS**, Grantee is the largest comprehensive behavioral health provider in Shelby County, providing services in crisis intervention, housing, addiction and mental health to adults, children, and families, as well as managing the state's highest volume of crisis assessment; and

**WHEREAS**, Grantee recently began construction of the 55,000 square-foot Alliance Healthcare Services Behavioral Health Crisis Center (the "Crisis Center") at 3195 Summer Avenue in the Binghampton community, dedicated to intervention and care; and

**WHEREAS**, Alliance has secured \$21.5 million of the estimated \$34 million needed to build the Crisis Center; and

**WHEREAS**, City and County law enforcement and emergency responders work collaboratively with Grantee to ensure individuals suffering mental health crises receive appropriate care, rather than incarcerating them in jail or taking them to the emergency room; and

**WHEREAS**, the Memphis City Council (the "Council") allocated and appropriated funds in the amount of \$1,000,000.00 to Grantee for the purpose of constructing the Crisis Center, as evidenced by Council Resolution dated November 21, 2023, attached hereto as **Exhibit A**; and

**WHEREAS**, this Agreement serves to further memorialize the award of such funds to Grantee for the purpose of facilitating Grantee's construction of the Crisis Center;

**NOW THEREFORE**, in consideration of the promises herein contained, the parties hereby agree as follows:

**I. FUNDING**

1.1. Grantee agrees to use funding granted by the City in the amount of One Million Dollars and No Cents (\$1,000,000.00) for the purposes set forth herein.

1.2. The funding to be provided hereunder shall be tendered no later than thirty days from City's receipt of an invoice from Grantee in the amount of One Million Dollars and No Cents (\$1,000,000.00).

1.3. The failure of Grantee to use the funding provided by the City for the purposes set forth herein shall result in the immediate termination of this Agreement. Grantee may also be required to return any funds improperly used by Grantee as determined by the City.

1.4. Grantee's obligations to remit the sum of any funds used for improper or ineligible expenditures shall survive the termination or expiration of this Agreement.

1.5. The City shall have a maximum liability of One Million Dollars and No Cents (\$1,000,000.00)

under this Agreement. Any expenditure in excess of such amount shall be the sole responsibility of Grantee.

## **2. TERM**

2.1. The term of this Agreement shall be deemed effective as of July 1, 2023 through June 30, 2024.

## **3. REPORTING AND RECORDS**

3.1. Grantee shall submit a final report, pertinent to the funding received from the City, after the end of Fiscal Year 2024 upon a scheduled meeting by the City.

3.2. Grantee shall maintain documentation for all expenditures funded by the City. The books, records, and documents of Grantee, insofar as they relate to funding received and expenditures incurred under this Agreement, shall be maintained for a period of three (3) full years from the date of this Agreement and shall be subject to audit at any reasonable time and upon reasonable notice by the City or its duly appointed representatives.

3.3 Grantee agrees to provide the City with any other records or reports related to the funding within seven (7) days upon request.

## **4. STANDARD TERMS AND CONDITIONS**

4.1. Compliance. Grantee is assumed to be familiar with and agrees that at all times it will observe and comply with all applicable federal, state, and local laws, ordinances, and regulations in any manner affecting its performance under this Agreement.

4.2. Governing Law. This Agreement will be interpreted in accordance with the laws of the State of Tennessee. By execution of this Agreement, both parties agree that all actions, whether sounding in contract or in tort, relating to the validity, construction, interpretation and enforcement of this Agreement will be instituted and litigated in Shelby County, Tennessee, and in no other. In accordance herewith, the parties to this Agreement hereby irrevocably submit to the jurisdiction of the courts within the State of Tennessee located in Shelby County, Tennessee.

4.3. Nondiscrimination. Grantee agrees that no person on the grounds of handicap, age, race, color, religion, sex or national origin shall be subject to discrimination in its performance of this Agreement or in the employment practices of Grantee.

4.4. Drug-Free Workplace. Grantee agrees that it will maintain a drug-free workplace.

4.5. Conflict of Interest. Grantee warrants that no part of the funding provided by the City shall be paid directly or indirectly to an employee or official of the City as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to Grantee in connection with any services contemplated or performed relative to this Agreement.

4.6. Relationship of Parties. The parties acknowledge Grantee, its employees, agents and representatives are not employees, agents, officers or representatives of the City. Nothing contained herein shall be construed as constituting a partnership, joint venture, or agency between the City and Grantee.

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

4.8. Amendment. This Agreement may be modified or amended only if such amendment is made in



writing and signed by both parties.

4.9. Severability. Any provision of this Agreement that is prohibited, unenforceable, or not authorized as a matter of law shall not invalidate or affect the remaining provisions.

4.10. Indemnification. Grantee agrees to indemnify City for all claims brought against City, its officers, agents, representatives, and employees arising from Grantee's performance of this Agreement.

4.11. No Waiver. The failure of the City to enforce any provision or exercise a right under this Agreement shall not be considered a waiver. The express waiver of a provision shall be effective only in the specific instance, and as to the specific purpose, for which it was given in writing by the City.

4.12. Subject to Funding. This Agreement is subject to availability and appropriation of funds by Council. In the event the funds are not appropriated or otherwise become unavailable, the City reserves the right to terminate this Agreement upon written notice to Grantee. Such termination by City shall not be deemed a breach of contract by the City. Upon such termination, Grantee shall have no right to recover from the City any actual, general, specific, incidental, consequential, or any other damages whatsoever of any description or amount.

4.13. Execution of Agreement. By executing this Agreement, each party represents to the other that this Agreement has been duly authorized and constitutes a valid, fully enforceable, and legally binding obligation of such party.

4.14. Non-Profit Charitable Status. This Agreement is subject to Grantee's representation that it is a non-profit charitable organization under federal and state law. Grantee agrees to notify the City immediately of any change to its non-profit status and understands that a change in its non-profit status may result in termination of the Agreement.

## 5. NOTICE

5.1. All notices to be given hereunder shall be in writing and shall be delivered to the following addresses or such other addresses as either of the parties shall give notice of from time to time during the term hereof:

City: City of Memphis  
Division of Finance  
Attn: Chief Finance Officer  
CC: Crystal Givens, Finance Compliance Manager  
170 N. Main Street, 6<sup>th</sup> Floor  
Memphis, TN 38103

With copy to: City of Memphis  
City Attorney  
125 North Main Street, Suite 336  
Memphis, TN 38103

Grantee: Alliance Healthcare Services  
Attn: Laurie Powell, CEO  
2220 Union Avenue  
Memphis, TN 38104

IN WITNESS WHEREOF, the parties, by and through their fully authorized representatives, have executed this Agreement as of the date of last signature below:

**CITY OF MEMPHIS**

By: Jim Strickland  
086CA06254014C4  
Jim Strickland, Mayor

Date: 12/28/2023

**Approved as to Form:**

By: Michael Fletcher  
Michael Fletcher, Interim Chief Legal Officer/  
City Attorney

Attest: DocuSigned by:  
By: Joel Philhours 12/28/2023  
FAF4700EA74F486...  
Comptroller

**ALLIANCE HEALTHCARE SERVICES**

By: Laurie Powell  
40021EA5990E423...

Name: Laurie Powell

Title: CEO

Date: 12/12/2023

lpowell@alliance-hs.org


IN WITNESS WHEREOF, the parties, by and through their fully authorized representatives, have executed this Agreement as of the date of last signature below:

**CITY OF MEMPHIS**

By: \_\_\_\_\_  
Jim Strickland, Mayor

Date: \_\_\_\_\_

**Approved as to Form:**

By:   
Michael Fletcher, Interim Chief Legal Officer/  
City Attorney *MF*

**Attest:**

By: \_\_\_\_\_  
Comptroller

**ALLIANCE HEALTHCARE SERVICES**

By:   
40021EA3880E425...

Name: Laurie Powell

Title: CEO

Date: 12/12/2023

lpowell@alliance-hs.org

## Exhibit A

Exhibit A  
is Resolution  
behind B+C in  
Tab 2 (JB)

# SECTION 5

## **Do Not Scan Items**

- Copy of the Original Contract and Prior Amendments/Extensions/Change Orders
- Miscellaneous emails and other correspondence and/or items that will be discarded before forwarding to Records Management