

Budget Amendment Request

FY 20-21

Department: RECOVERY COURT
Account: 53200

Type of Amendment: (check one)

- Transfer** (no overall change to adopted budget)
- Decrease** (reducing adopted budget due to unforeseen effect on "revenue" or "expense")
- Increase** (raising adopted budget due to unforeseen effect on "revenue" or "expense")
- Adjustment** (correction to adopted budget due to "grant award" or "budgetary adjustment")

*****IF an Increase or Decrease, a memo explaining the need or purpose MUST accompany amendment form*****

	Account Number	Description	Amount
TO	101-53200-541300-128	Drugs & Medical Supplies	6,000.00
TOTAL			6,000.00

	Account Number	Description	Amount
FROM	101-475900-128	Other Federal-State Grant	6,000.00
TOTAL			6,000.00

Explanation: State awarded \$6000.00 Z Governmental Grant, formerly the Criminal Justice Enhancement Grant. The fiscal year for this grant is July 1, 2021 - June 30, 2022.

 6/23/21

Signature of Official/Department Head/Date

Signature of County Mayor/Date

***All requests requiring committee approval are due to Sr. Financial Analyst's Office by noon on the Tuesday before the Budget Committee Meeting.**

BLOUNT COUNTY RECOVERY COURT
1008 East Lamar Alexander Parkway
Maryville, Tennessee 37804
Phone: 865-273-5581 Fax: 865-273-5599

MEMO

DATE: June 23, 2021
TO: Blount County Budget Commission
FROM: Amy Galyon
Deanna Reed
SUBJECT: Budget Increase Requests for Recovery Court

The Blount County Recovery Court received the Z Governmental Grant that will replace the Criminal Justice Enhancement Grant. The state is awarding additional funding to assist Recovery Courts through this grant. Blount County Recovery Court received \$6000.00 for the upcoming fiscal year July 1, 2021 thru June 30, 2022.



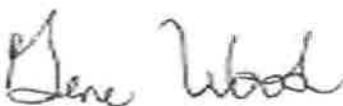
Z GOVERNMENTAL GRANT CONTRACT

(cost reimbursement Z Governmental Grant Contract with an individual, business, non-profit, or governmental entity of another state)



Department of
Mental Health &
Substance Abuse Services

This is a Z Grant Contract under a Delegated Grant Authority (DGA). Z Grant Contracts are **fully executed when signed by both parties**. Z Grant Contracts do not get Edison ID numbers, but each is assigned a number that uses the DGA number followed by the time period and a sequential number based on the total number of Z Grant Contracts and Z Governmental Z Grant Contracts under the DGA.

Begin Date July 1, 2021		End Date June 30, 2022		Z Governmental Grant Contract Number DGA 69860_2021-2022_012	
Grantee Legal Entity Name Blount County Government					Edison Vendor ID 15
Subrecipient or Vendor <input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Contractor		CFDA # N/A			
		Grantee's Fiscal Year End June 30			
Service Caption (one line only) Addictions Recovery Program for the Tennessee Certified Recovery Court Program (ARP for TCRCP)					
Funding:					
FY	State	Federal	Interdepartmental	Other	TOTAL Z Governmental Grant Contract Amount
2022	\$6,000.00				\$6,000.00
TOTAL:	\$6,000.00				\$6,000.00
Grantee Selection Process Summary:					
<input checked="" type="checkbox"/> Competitive Selection		Described in Delegated Authority.			
<input type="checkbox"/> Non-Competitive Selection					
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations. 				<i>INTERNAL USE</i>	
Speed Chart (optional)		Account Code (optional)			

**Z GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF MENTAL HEALTH AND SUBSTANCE ABUSE SERVICES
AND
BLOUNT COUNTY GOVERNMENT**

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Mental Health and Substance Abuse Services, hereinafter referred to as the "State" or the "Grantor State Agency" and Blount County Government, hereinafter referred to as the "Grantee," is for the provision of the Addictions Recovery Program for the Tennessee Certified Recovery Court Program (ARP for TCRCP), as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 15

A. SCOPE OF SERVICES AND DELIVERABLES:

A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.

A.2. Service Definitions:

- a. The Addictions Recovery Program (ARP), as further described in this Scope of Services, provides recovery support services to service recipients that are recovering from life impairments because of substance use disorder(s) only or co-occurring disorders as those terms are defined herein.
- b. "Recovery Support Services" are services provided to people in recovery to promote individual, program, and system-level approaches that foster health and resilience, increase permanent housing, employment and other necessary supports, and reduce barriers to social inclusion. Recovery Support Services are clearly differentiated from professional, clinical treatment services and are identified and described in Section A.5.c.
- c. "Co-occurring disorder (COD)", for purposes of this Grant Contract, is a primary diagnosis of a substance use disorder and a secondary diagnosis of a psychiatric disorder, as those terms are defined herein.
- d. American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition (DSM-5)," lists the various categories of psychiatric disorders and the criteria for diagnosis.
- e. "Psychiatric disorder" includes clinical diagnoses according to the specific diagnostic criteria given in the DSM-5 or more current edition.
- f. "Recovery" is a process of change through which individuals improve their health and wellness, live a self-directed life, and strive to reach their full potential.
- g. "Relapse" is the return to active substance use in a person with a substance use disorder or the return of disabling psychiatric symptoms after a period of remission.
- h. "Substance use disorder" includes Substance Abuse and Substance Dependence according to the specific diagnostic criteria given in the DSM-5 or more current edition.
- i. The Tennessee Certified Recovery Court Program (TCRCP), formerly the Tennessee Certified Drug Court Program (TCDPC), established by the Tennessee Drug Treatment Act of 2003 (Tennessee Public Chapter No. 335, codified at Tennessee Code Annotated (TCA) Title 16, Chapter 22), enables the establishment of adult and juvenile drug court programs (now hereafter recovery court programs) and requires that drug recovery court treatment services are provided to non-violent offenders under the national standards of Ten (10) Key Components outlined in Section A.2.e.

- j. Participation by defendants in any of the recovery court programs under the TCRCP is voluntary. Services to be provided by the recovery court programs under the TCRCP include intensive court supervision; mandatory drug testing; substance abuse treatment services; and other social services as an alternative to adjudication or incarceration.
- k. A certified recovery court is required to provide treatment to eligible TCRCP participants. Any substance abuse treatment services must be provided by appropriately licensed and certified personnel approved by the State. Such treatment may be provided 1) in-house under an appropriate facility license issued to the certified recovery court; 2) by licensed and certified staff providing these services for the certified recovery court; or 3) by licensed and certified community treatment providers providing these services to the TCRCP participants at the direction of the certified recovery court.
- l. "Recovery Courts", for purposes of this Grant Contract, are specialized courts or court calendars that incorporate intensive judicial supervision; treatment services; sanctions; and incentives to address the needs of non-violent offenders with addiction and/or co-occurring mental health disorders. A recovery court team, composed of the judge; prosecutor; defense attorney; recovery court coordinator; probation officer; treatment providers; and other program staff, works in concert to ensure that defendants have the support of the justice system and treatment services to address their substance abuse problems and mental health needs.

A.3. Service Recipients:

The target population is adult non-violent offenders who meet the criteria of a recovery court program under the TCRCP and voluntarily want to participate in a recovery court program under the TCRCP.

A.4. Service Goals:

- a. To provide access to recovery services to participants in the recovery court program;
- b. To reduce the use of jail and prison beds and other correctional services by non-violent offenders with substance use disorders by diverting them to rehabilitative programs;
- c. To reduce incidences of drug use and drug dependence among offenders with substance use disorders;
- d. To reduce crimes committed as a result of drug use and abuse;
- e. To promote public safety through the reductions listed in Sections A.4.b. through A.4.c.;
- f. To increase the personal, familial, and societal accountability of offenders with substance use disorders.

A.5. Structure:

- a. The Grantee shall be a certified recovery court that is appropriately staffed to provide the services described herein and submit to the State, in writing, a description of position titles for direct care staffing positions, including qualifications and other such credentials. Proof of all credentials shall be submitted upon request of the State.
- b. The Grantee shall develop, implement, and maintain written organized program policies and procedures; and create and maintain a written Policies and Procedures Manual. The Policies and Procedures Manual shall be available upon request of the State and shall minimally include policies and procedures on the following:
 - (1) The Ten (10) Key Components as identified in Section A.2.;

- (2) The Adult Drug Court Best Practice Standards as identified in Section A.2.;
- (3) The use of Medication Assisted Treatment;
- (4) Title VI of the Civil Rights Act of 1964, including posting legal notices of non-discrimination in accordance with this Grant Contract (see also Section A.5.i);
- (5) Staffing and personnel requirements, to include full job descriptions, job requirements, credentials, licensure, and education, and so on;
- (6) Drug Free Workplace; and
- (7) Notifying the State's Office of Consumer Affairs of any complaints lodged filed against the Grantee. Documentation must include how to lodge a complaint; who to notify in the event of a complaint; and assistance in investigation of a complaint as necessary.

c. Monitoring. In accordance with Section D.16., the State shall conduct program monitoring as follows:

- (1) State monitors shall notify the Grantee of their arrival, prior to site visit inception. The Grantee shall make available all relevant personnel at the scheduled time chosen by the State, unless otherwise arranged with the State. Deviations from the proposed site visit date must be approved by the State no later than two (2) weeks prior to the site visit date.
- (2) The Grantee shall comply with any and all requests for information as issued by the State and is required to have all information scheduled for review, present and ready on the day and time of the review. All requested information is to be prepared as specified by the State.
- (3) Following the monitoring visit or desk review, the Grantee shall receive a Monitoring Report. If the Monitoring Report indicates that the Grantee has incurred reportable findings, the Grantee shall be required to submit a Corrective Action Plan (CAP) for the State's approval. The CAP must include the date issued, the signature of the preparer, and must address each reportable finding listed in the Monitoring Report. The CAP must also include corrective action to be implemented, person responsible for implementing corrective action, and the CAP implementation date.
- (4) Grantee correspondence concerning the CAP must be submitted to the State electronically, as an attachment, via electronic mail (e-mail); and must include a cover letter on Grantee letterhead; conform to the State approved format; and submitted within the timeframe specified by the State. No facsimile CAP information will be accepted.
- (5) If the CAP is satisfactory, the Grantee shall receive a CAP Approval Letter from the State. If the CAP is unsatisfactory, the Grantee shall receive a CAP Disapproval Letter requesting amendment and resubmission to the State. After the CAP is approved, the State shall conduct a follow-up site visit within sixty (60) days after the approval of the CAP. It is expressly understood and agreed the obligations set forth in this section shall survive the termination of this Grant Contract as specifically indicated herein.

d. Provision of Services. The Grantee shall:

- (1) Ensure that its employees providing services are appropriately licensed for the appropriate level of care for the services being provided pursuant to all applicable

federal, state, and local laws, ordinances, rules, and regulations and shall provide proof of all licenses upon request of the State.

- (2) Ensure the Recovery Support services offered are clearly differentiated from professional clinical treatment services;
- (3) Have governance and fiscal infrastructure to accept, apply, and account for funds and follows good business practices including the appropriate registration with the Tennessee Secretary of State's office;
- (4) Have the appropriate infrastructure to collect and report required data;
- (5) Meet all required Federal, State and Local zoning, codes, and other regulations;
- (6) Have the ethical framework for guiding employees, volunteers, and service recipient interactions that addresses roles, boundaries, supervision, training, service recipient rights, and assuring that services offered are safe and that there is a plan in place to protect participants from harm; and
- (7) Only provide services for which the Grantee has been approved by the State. The Grantee shall not exclude service recipients who are appropriately prescribed medication for a psychiatric condition.
- (8) Provide Recovery Support Services as defined in Section A.2. and described herein. The Grantee shall identify, in writing, the recovery services to be used, including those addressing case management, drug testing, pastoral/spiritual support, recovery skills, relapse prevention, transitional housing, and transportation. Recovery Support Services include the following:
 - i. Recovery Support Services Assessment. This consists of the intake screening tool and the Recovery Support Services Needs Assessment.
 - ii. Case Management. This service involves coordination of care services which assist a service recipient in identifying, accessing, and coordinating resources that are supportive in achieving the service recipient's treatment and recovery goals. Case Management services may be offered during the treatment and/or recovery phase. Services may be delivered face-to-face or by telephone. Time spent in direct contact with the service recipient, or with a collateral on behalf of the service recipient, is reimbursable. The staff performing this service must be trained and qualified according to the Grantee's governing body.
 - iii. Drug Testing. Random drug testing is used to determine the presence of substances. Drug testing is not a stand-alone service and must be done in conjunction with other recovery services.
 - iv. Pastoral/Spiritual Support. This service includes a variety of recovery support services which incorporates faith and religious beliefs and convictions in the recovery process, as well as spiritual practices based on universal spiritual principles and practices. This service is designed to assist the service recipient in developing his or her spirituality and religious practices as an integral part of his or her recovery and may cover practices and principles such as establishing a relationship with a higher power, identifying a sense of purpose and mission in one's life, achieving serenity and peace of mind, balancing one's body, mind, and spirit, utilizing spiritual practices such as prayer, scripture, meditation, and yoga. Examples of this service include a service recipient meeting with a minister, priest, rabbi, iman, monk, or other qualified person to study the application of a religion's beliefs, convictions, and scripture to

recovery, for support during a crisis, or to determine a recovery plan. If performed in a group setting, group size must be a minimum of two (2) service recipients and no more than twenty (20) service recipients. Pastoral/Spiritual Support services may be offered during the treatment phase and/or recovery phase. The staff facilitating this service must be trained and qualified according to the Grantee's governing body. Individual sessions are forty-five (45) minutes and group sessions are sixty (60) minutes in duration.

- v. Recovery Skills. This service is designed to assist the service recipient in obtaining the necessary skills to be a successful and productive member of the community and offers skill building topics such as budgeting, parenting, personal growth, and responsible decision making. If performed in a group setting, group size must be a minimum of two (2) service recipients and no more than twenty (20) service recipients. Recovery Skills may be offered during the treatment and/or recovery phase. The staff facilitating this service must be trained and qualified according to the Grantee's governing body. Individual sessions are forty-five (45) minutes and group sessions are sixty (60) minutes in duration.
- vi. Relapse Prevention. This service is designed to assist the service recipient in developing skills to recognize early signs that may lead to relapse and to develop methods to counteract these triggers. If performed in a group setting, group size must be a minimum of two (2) service recipients and no more than twenty (20) service recipients. Relapse Prevention may be offered during the treatment and/or recovery phase. The staff facilitating this service must be trained and qualified according to the Grantee's governing body. Individual sessions are forty-five (45) minutes and group sessions are sixty (60) minutes in duration.
- vii. Transitional Housing. This is housing that is required on a transitional basis to support the service recipient during his or her treatment and/or recovery phase, including Medication Assisted Treatment (MAT). The housing must be community based, safe, and drug and alcohol free. This service must be governed or staffed to assure a safe and drug free environment. The Grantee's facility must meet all local housing codes, TDMHSAS licensure rules (if applicable), and the Grantee must have adequate liability insurance. Transitional Housing may be provided during the treatment and/or recovery phase. The staff providing the service must be trained, in Medication Assisted Treatment (MAT) and qualified according to the Grantee's governing body. Transitional housing is not a stand-alone service and must be done in conjunction with other recovery services. A service recipient cannot be denied based on their receiving medication assisted treatment services.
- viii. Transportation. This service provides transportation for service recipients for the purpose of accessing treatment and/or recovery services or any other activity that supports a service recipient's recovery. It is not offered as a stand-alone service, except if the agency receives ARP STR funding. The vehicle must be owned or leased by the Grantee. The Grantee must have proper vehicle insurance coverage. Grantee staff may use their personal vehicles if all of the following conditions are met: 1) driver must have a valid, current D class F Endorsement license; and 2) staff must have copy of current full coverage automobile insurance on file at the Grantee's place of business. The vehicle driver(s) must also have the appropriate chauffeur's or commercial driver's license. Transportation is reimbursable based on the following three (3) criteria: 1) there is no other payment source for the service; and 2) the service recipient has no other

reliable transportation alternative; and 3) there is no public transportation or its use would create a hardship on the service recipient.

e. Documentation and Reporting. The Grantee shall:

- (1) Create and maintain a service recipient record on each service recipient served. Each service recipient's record shall include the following documentation:
 - i. Tennessee Risk Assessment (TNRAS);
 - ii. Signed Release of Information;
 - iii. Service Recipient Rights and Responsibilities;
 - iv. Service notes with date of service, type of service, description of service, duration, group size, staff member name, and other appropriate data. This data may be documented on the service recipient encounter record in the State's data system.
- (2) Submit the following information in the State's data system at the required timeframes set by the State:
 - i. Program enrollment;
 - ii. Service recipient admission;
 - iii. Encounters; and
 - iv. Other documentation as determined by the State.
- (3) Ensure that billing for services is received by the fifth (5th) of each month for the preceding month of rendered billable services.
- (4) The Grantee shall ensure that all appropriate staff have access to the State's data system. Appropriate staff shall sign the State's Authorized User Agreement, maintain copies of all signed Agreements and make them available upon request of the State.
- (5) Submit all required program, fiscal, and data reports as prescribed by the State. It is expressly understood and agreed the obligations set forth in this section shall survive the termination of this Grant Contract as specifically indicated herein.

A.6. Process:

- a. Pursuant to Tennessee Code Annotated § 33-10-103, all individuals who receive alcohol or drug abuse services should be required to pay the reasonable cost of counseling, assistance, treatment or rehabilitation furnished to them. However, no one should be refused assistance by programs or facilities funded in whole or in part by this Grant Contract because of the inability to pay for such services.
- b. "Reasonable cost", as used above in Section A.6.a., is set by the Grantee based on one hundred thirty-three percent (133%) of the United States Department of Health and Human Services Federal Poverty Guidelines and represents the difference between the State's reimbursement rate and the Grantee's established rate.
- c. The Grantee shall participate in the planning and coordination of program development, service delivery, and assessment of need in coordination with the State.
- d. The Grantee shall participate in trainings and meetings as prescribed by the State; offer

service recipients a genuine, free, and independent choice as to service provider; and collaborate with the criminal justice system to enhance identification and referral of persons needing the services available through this program.

A.7. Outcome – Access:

The services in this program shall be nondiscriminatory and available to those identified in Section A.3.

A.8. Outcome – Capacity:

The Grantee shall provide recovery services available through this program to service recipients participating in the recovery court.

A.9 Outcome- Effectiveness:

- a. The data input into the State's data system will show the effectiveness of recovery court programs by showing a reduction in recidivism for the persons who are receiving recovery services in a recovery court program.
- b. Effectiveness will also be shown by recovery court participants having access to quality recovery services, and community resources that meet their individual needs as indicated in their individual program plan and a risk and needs assessments. The evidence based practices utilized will be identified annually through a survey distributed by the State.
- c. Data will show that recovery court participants receiving recovery services will exhibit improved living situations at a rate of no less than the statewide average of forty-one percent (41%)
- d. Data will show that recovery court participants will gain education and/or employment at a rate of no less than the statewide average of forty percent (40%).
- e. Data will show a decrease in the rate of termination of those individuals receiving recovery services and participating in a recovery court at a rate of no less than the statewide average of forty percent (40%).
- f. Data will show an increase in the percentage of participants who received recovery services and successfully complete a recovery court program with a completion rate of no less than the statewide average of forty-nine percent (49%).

B. TERM OF CONTRACT:

This Grant Contract shall be effective on July 1, 2021 (“Effective Date”) and extend for a period ending on June 30, 2022 (“Term”). The State shall have no obligation for goods or services provided by the Grantee prior to the Effective Date.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Six Thousand Dollars (\$6,000.00) (“Maximum Liability”). The Grant Budget, attached and incorporated as **Attachment One (1)** is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.
- C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.

- C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.
- C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.
- C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

Tennessee Department of Mental Health and Substance Abuse Services
 ATTN: Fiscal Services
 Andrew Jackson Building, 6th Floor
 500 Deaderick Street
 Nashville, TN 37243

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
- (1) Invoice/Reference Number (assigned by the Grantee).
 - (2) Invoice Date.
 - (3) Invoice Period (to which the reimbursement request is applicable).
 - (4) Grant Contract Number (assigned by the State).
 - (5) Grantor: Department of Mental Health and Substance Abuse Services, Division of Substance Abuse Services.
 - (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
 - (7) Grantee Name.
 - (8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
 - (9) Grantee Remittance Address.
 - (10) Grantee Contact for Invoice Questions (name, phone, or fax).
 - (11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:
 - i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
 - ii. The amount reimbursed by Grant Budget line-item to date.
 - iii. The total amount reimbursed under the Grant Contract to date.
 - iv. The total amount requested (all line-items) for the Invoice Period.
- b. The Grantee understands and agrees to all of the following.
- (1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
 - (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
 - (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.

- C.6. Budget Line-item: Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may request revisions of Grant Budget line-items by letter, giving full details supporting such request, provided that such revisions do not increase total Grant Budget amount. Grant Budget line-item revisions may not be made without prior, written approval of the State in which the terms of the approved revisions are explicitly set forth. Any increase in the total Grant Budget amount shall require a Grant Contract amendment.
- C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit quarterly grant disbursement reports within thirty (30) days following September 30, December 31, March 31, and a final invoice and grant disbursement reconciliation report within forty-five (45) days of the Grant Contract end date and in form and substance acceptable to the State.
- a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.
 - b. The State shall not be responsible for the payment of any invoice submitted to the State after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
 - c. The Grantee's failure to provide a final grant disbursement reconciliation report to the State as required by this Grant Contract shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the State pursuant to this Grant Contract.
 - d. The Grantee must close out its accounting records at the end of the Term in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.
- C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the Term.
- C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.
- C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.
- C.12. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other

agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.

C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.

- a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").
- b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.
- D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate this Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.
- D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.

- D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.
- D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of 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, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - b. 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 agency, 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 Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
 - c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352.

- D.8. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective party as set out below:

The State:

Taryn Sloss, Assistant Commissioner
 Division of Substance Abuse Services
 Tennessee Department of Mental Health and Substance Abuse Services
 Andrew Jackson Building, 5th Floor
 500 Deaderick Street
 Nashville, TN 37243
 Email Address: taryn.sloss@tn.gov
 Telephone: (615) 532-7793
 Fax: (615) 532-2419

The Grantee:

Ed Mitchell, Mayor
 Amy E. Galyon
 Blount County Government
 Blount County Drug Court
 341 Court Street
 Maryville, TN 37804

Email Address: emitchell@blounttn.org, agalyon@blounttn.org
 Telephone: (865) 273-5581

A change to the above contact information requires written notice to the person designated by the other party to receive notice.

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

- D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.10. Nondiscrimination. The Grantee 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 Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.11. HIPAA Compliance. The State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.
- a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.
 - b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.
 - c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.
- D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:

NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454.

The sign shall be on the form prescribed by the Comptroller of the Treasury. The Grantor State Agency shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from the Grantee, provide Grantee with any necessary signs.

- D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee, Department of Mental Health and Substance Abuse Services." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.
- D.14. Licensure. The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.
- D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

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

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

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

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

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

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

- D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.

- D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.
- D.19. Audit Report. The Grantee shall be audited in accordance with applicable Tennessee law. If the Grantee is subject to an audit under this provision, then the Grantee shall complete Attachment Three [3].

When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public.

- D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, or contracted services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision and for use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.317—200.326 when procuring property and services under a federal award.

The Grantee shall obtain prior approval from the State before purchasing any equipment under this Grant Contract.

For purposes of this Grant Contract, the term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds five thousand dollars (\$5,000.00).

- D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.
- D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent 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.
- D.23. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive,

exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State's total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.

- D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.
- D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.
- D.26. **Reserved.**
- D.27. No Acquisition of Equipment or Motor Vehicles. This Grant Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under this Grant Contract.
- D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl
- D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee 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 Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.
- D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions

agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.

- D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.
- D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
- D.34. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
 - b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
 - c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
 - d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Grantee shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified, or presently fall under any of the prohibitions of sections a-d.

- D.35. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Grantee by the State or acquired by the Grantee on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Grantee due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Grantee shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

The obligations set forth in this Section shall survive the termination of this Grant 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 Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.
- E.2. Printing Authorization. The Grantee agrees that no publication coming within the jurisdiction of Tenn. Code Ann. § 12-7-101, *et seq.*, shall be printed pursuant to this Grant Contract unless a printing authorization number has been obtained and affixed as required by Tenn. Code Ann. § 12-7-103(d).
- E.3. Environmental Tobacco Smoke. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the "Children's Act for Clean Indoor Air of 1995," Tenn. Code Ann. §§ 39-17-1601 through 1606, the Grantee shall prohibit smoking of tobacco products within any indoor premises in which services are provided to individuals under the age of eighteen (18) years. The Grantee 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 Grant Contract.
- E.4. The Grantee shall provide a drug-free workplace pursuant to the "Drug-Free Workplace Act," 41 U.S.C. §§ 8101 through 8106, and its accompanying regulations.
- E.5. Transfer of Grantee's Obligations. The Grantee shall not transfer or restructure its operations related to this Grant Contract without the prior written approval of the State. The Grantee shall immediately notify the State in writing of a proposed transfer or restructuring of its operations related to this Grant Contract. The State reserves the right to request additional information or impose additional terms and conditions before approving a proposed transfer or restructuring.
- E.6. Rule 2 Compliance. The State and the Grantee shall comply with obligations under Rule 2 of the Confidentiality of Alcohol and Drug Abuse Patient Records, and its accompanying regulations as codified at 42 C.F.R. §§ 2.1 *et seq.*
- a. The Grantee warrants to the State that it is familiar with the requirements of Rule 2 of the Confidentiality of Alcohol and Drug Abuse Patient Records, and its accompanying regulations, and will comply with all applicable requirements in the course of this Grant Contract.
 - b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by Rule 2 of the Confidentiality of Alcohol and Drug Abuse Patient Records, and its regulations, in the course of performance of the Grant Contract so that both parties will be in compliance with Rule 2 of the Confidentiality of Alcohol and Drug Abuse Patient Records.
 - c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by Rule 2 of the Confidentiality of Alcohol and Drug Abuse Patient Records, and that are reasonably necessary to keep the State and the Grantee in compliance with Rule 2 of the Confidentiality of Alcohol and Drug Abuse Patient Records. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by Rule 2 of the Confidentiality of Alcohol and Drug Abuse Patient Records, or if Rule 2 of the Confidentiality of Alcohol and Drug Abuse Patient Records permits the State to receive such information without entering into a business associate agreement or signing another such document.
- E.7. License. State hereby grants to Grantee the non-exclusive, non-transferable license, privilege and authority to use the Property in connection with the project as approved, set out in this Contract at Section A all other rights being reserved to State for the Term of this contract as provided below.

- a. Property. The "Property" licensed mark:



- i. Exclusivity. None.
 - ii. Territory. Worldwide.
- b. Term. Grantee shall begin to use the Property as set out in Contract Section A and shall cease upon termination of the Contract unless otherwise agreed to herein.
- c. Use Limitations and Collateral Materials. The Property may be used on signs, promotional materials, marketing materials, Grantee's visitor website, and/or as otherwise set out in Contract at Section A. The License also includes the right to create and use promotional, advertising and packing material in connection with marketing of the services. In advertising and promoting with use of the Property, Grantee shall seek prior approval as set out in this Section. The Grantee does not have any rights to use the Property on any consumer products or merchandise rights.
- d. Use of Signage and Other Materials. Upon expiration of this License, Grantee shall cease use of the Property on current materials. If this License is terminated earlier than contemplated by this Contract, Grantee and State shall negotiate in good faith the wind up of the License.
- e. Sub-licensing. Sub-licensing is not allowed.
- f. Approvals. All use of the Property shall require State's prior written approval. Failure to obtain approvals at all stages shall be cause for termination of Grantee's use of the Property, only, and not the remainder of the Contract unless failure to use the Property results in a material breach.
- g. Intellectual Property Notices. The Property shall always be displayed with the "®" symbol and the following notice shall appear, where space permits, on all marketing or collateral materials bearing the Property:
-
- is a registered trademark and is used under license to the Grantee.
- h. Exclusive Property of State. The Property is and shall remain the exclusive property of State and all rights arising from the use of the Property, shall inure to State. Grantee acknowledges that it does not now have and in the future will not assert any right, title or interest of any kind or nature whatsoever in or to the Property nor will it change or contest any of State's rights therein.
 - i. Royalty Rate. This License shall be royalty free.
- E.8. Additional Subcontracting Requirements. If subcontracts are approved by the State, they shall contain, in addition to those sections identified in D.5., sections on "Licensure", "Environmental Tobacco Smoke", "Confidentiality of Records", "HIPAA Compliance", and "Rule 2 Compliance" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall be the prime contractor and shall be responsible for all work performed.

- E.9. Title VI Compliance. Grantee shall comply with requirements of Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d-1, pursuant to the guidelines established by the Tennessee Human Rights Commission's Title VI Compliance Office, by completing all of the following items:
- a. Provide name and contact information of Grantee's Title VI Coordinator to State.
 - b. Ensure Policies and Procedures Manual contains a Title VI section with information on: (a) Filing a complaint; (b) Investigations; (c) Report of findings; (d) Hearings and appeals; (e) Description of Title VI Training Program; (f) Limited English Proficiency (LEP) procedure; and (g) Retaliation.
 - c. Train all staff (regular, contract, volunteer) on Title VI upon employment and annually thereafter. Training documentation shall be made available upon request of State, and include: 1) dates and duration of each training; 2) list of staff completing training on each date.
 - d. Annually complete and submit a Title VI self-survey as supplied by State.
 - e. Implement a process and provide documentation to ensure service recipients are informed of Title VI and how to file a discrimination complaint.

Additional Title VI resources may be found at: <https://www.tn.gov/behavioral-health/for-providers/training/crisis-services-and-suicide-prevention-training/title-vi-.html>

E.10. Suspension of Payment.

- a. The State may suspend payment under this Grant Contract on the following grounds:
 - i. Grantee's failure to comply with the terms of Section A of this Grant Contract.
 - ii. More than one instance, after written notice, of Grantee's failure to address reportable findings in a Monitoring Report issued by the State.
 - iii. Grantee's failure to comply with any terms of this Grant Contract, which the State determines is detrimental to the welfare or best interests of Grantee's service recipients.
- b. The State will provide written notice to Grantee for the suspension of payments under this Grant Contract. The State may suspend payment pending resolution of an investigation or until Grantee corrects a finding of non-compliance with the terms of this Grant Contract. Suspension of payments shall not exceed two hundred and forty (240) days. Failure to comply with the terms of this Grant Contract or correct the State's finding of non-compliance within two hundred and forty (240) days entitles the State to exercise any right at law or in equity, including without limitation, termination of this Grant Contract.

E.11. kidcentraltn.com. If goods or services provided under this Grant Contract are appropriate for inclusion in the State services directory located at www.kidcentraltn.com ("Directory"):

- a. The State shall designate a "Gatekeeper" to: 1) provide instruction on which goods or services should be included in the Directory; 2) invite Grantee to create one or more program profiles in the Directory; 3) review, approve and publish Grantee's profiles; and 4) monitor activity related to the profiles.
- b. Grantee shall, under the guidance of the Gatekeeper, create one or more program profiles in the Directory (if Grantee has more than one service appropriate for the Directory, Gatekeeper will instruct which services to include) as appropriate. Grantee shall update any profiles it creates at least every six months and, in the event of any change in information, update the profile within ten (10) business days. If Grantee has a website, Grantee shall provide a link to www.kidcentraltn.com from the appropriate section of the website.

- c. If Grantee develops print or electronic materials on behalf of the State, or uses State funds that are intended for general distribution to parents, families, children, or professionals who work directly with children or families, Grantee must place the "kidcentral tn" logo on those materials. Covered materials include, by way of example only, brochures, posters, promotional postcards, mailers. The State reserves the right to instruct Grantee to apply the "kidcentral tn" logo or brand to any other materials, using templates provided by the State. The logo requirement does not apply to materials that have already been printed, designed or originating from the federal government, national organizations or other groups where Grantee serves as a pass-through of the materials. The "kidcentral tn" logo should not be applied to individualized correspondence or materials intended for a single family or professional and should not be applied to purely administrative materials (materials about rules, sanctions, regulations, enforcement).

FOR THE PROVISION OF THE ADDICTIONS RECOVERY PROGRAM (ARP) FOR TENNESSEE CERTIFIED RECOVERY COURT PROGRAMS (TCRCP):

IN WITNESS WHEREOF,

BLOUNT COUNTY GOVERNMENT:

GRANTEE SIGNATURE

DATE

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF MENTAL HEALTH AND SUBSTANCE ABUSE SERVICES:

MARIE WILLIAMS, COMMISSIONER

DATE

GRANT BUDGET SUMMARY				
Agency Name: Blount County Government				
Program Code Name: Addiction Recovery Program Recovery Court				
The grant budget line-item amounts below shall be applicable only to expense incurred during the following				
Applicable Period: BEGIN 7/1/2021 END: 6/30/2022				
POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1, 2	Salaries, Benefits & Taxes ²	\$0.00	\$0.00	\$0.00
4, 15	Professional Fee, Grant & Award ²	\$6,000.00	\$0.00	\$6,000.00
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications ²	\$0.00	\$0.00	\$0.00
11, 12	Travel, Conferences & Meetings ²	\$0.00	\$0.00	\$0.00
13	Interest ²	\$0.00	\$0.00	\$0.00
14	Insurance ²	\$0.00	\$0.00	\$0.00
16	Specific Assistance To Individuals ²	\$0.00	\$0.00	\$0.00
17	Depreciation ²	\$0.00	\$0.00	\$0.00
18	Other Non-Personnel ²	\$0.00	\$0.00	\$0.00
20	Capital Purchase ²	\$0.00	\$0.00	\$0.00
22	Indirect Cost ²	\$0.00	\$0.00	\$0.00
24	In-Kind Expense ²	\$0.00	\$0.00	\$0.00
25	GRAND TOTAL	\$6,000.00	\$0.00	\$6,000.00

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

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

GRANT BUDGET LINE-ITEM DETAIL:

Agency Name: Blount County
 Government
 Program Code Name: Addiction Recovery
 Program Recovery
 Court
 Begin Date: 7/1/2021
 End Date: 6/30/2022

PROFESSIONAL FEE, GRANT & AWARD	AMOUNT
Professional Fees - See Rate Sheet, Attachment 2	\$6,000.00
TOTAL	\$6,000.00

**Addictions Recovery Program (ARP)
 Rate Sheet and Specific Assistance to Individuals Rate Sheet
 State Fiscal Year 2022
 Effective July 1, 2021 - June 30, 2022**

	SERVICE*	RATES
X	Recovery Support Services Assessment	\$25 per assessment for a maximum of one (1) assessment per service recipient
X	Case Management	\$25 per fifteen (15) minute unit.
X	Drug Testing	\$15 per screen for service recipients receiving authorized recovery support services.
X	Pastoral/Spiritual Support	\$25 per session (individual); \$15 per person (group).
X	Recovery Skills	\$25 per session (individual); \$15 per person (group).
X	Relapse Prevention	\$25 per session (individual); \$15 per person (group).

**SPECIFIC ASSISTANCE TO INDIVIDUALS
 RATE SHEET**

	SERVICE*	RATE
NO	Transitional Housing	\$20 per day for service recipient receiving recovery support services.
X	Transportation	\$12 per day for service recipient receiving recovery support services.

*See Scope of Services for definition, description, and details of each service.

**Group size must be a minimum of two (2) individuals and a maximum of twenty (20) individuals unless approved in writing by the State's Director of Addictions Treatment and Recovery Services or designee.

X = Service is being provided by this Grantee; absence of an X means the service is not being provided by this Grantee.

ATTACHMENT 3

Parent Child Information

The Grantee should complete this form and submit it with the Grant Contract. The Grantee should submit only one, completed "Parent Child Information" document to the State at Monitoring.TDMHSAS@tn.gov during the Grantee's fiscal year.

"Parent" means an entity whose IRS filing contains the information of at least one other entity.

"Child" means an entity whose information is contained in another entity's IRS filing.

Grantee's Edison Vendor ID number: 15

Is Blount County Government a parent?

Yes No

If yes, provide the name and Edison Vendor ID number, if applicable, of any child entities.

Is Blount County Government a child?

Yes No

If yes, complete the fields below.

Parent entity's name: _____

Parent entity's tax identification number: _____

Note: If the parent entity's tax identification number is a social security number, this form must be submitted via US mail to:

Central Procurement Office, Grants Program Manager
3rd Floor, WRS Tennessee Tower
312 Rosa L Parks Avenue
Nashville, TN 37243

Parent entity's contact information

Name of primary contact person: _____

Address: _____

Phone number: _____

Email address: _____

Parent entity's Edison Vendor ID number, if applicable: _____