



# AUTHORIZATION TO VENDOR

## AUTHORIZATION PERIOD

Begin: July 1, 2013

End: June 30, 2014

## STATE INFORMATION

State Agency: Tennessee Department of Mental Health and Substance Abuse Services (TDMHSAS)

Program: Alcohol and Drug Addiction Treatment-Indigent Supervised Probation Offenders Treatment (ADAT-SPOT)

State Contact: Ellen Abbott; Director, Office of Criminal Justice Services; Division of Substance Abuse Services

Delegation #

Edison Record # 0000000000000  
00000036191

Edison PO #

CFDA #

Account Code:

Speed Code:

## VENDOR INFORMATION

Vendor: Rutherford County Drug-DUI Court - AOS

Address: 303 North Church Street Murfreesboro, TN 37130

Phone: 615-217-7124

FEIN/SSN:

Edison Vendor # 0000000041

Ownership/Control: (required information)

- African American     Asian     Hispanic     Native American     Female  
 Person w/Disability     Small Business     Government     NOT Minority/Disadvantaged  
 Other:

## AUTHORIZATION DETAIL

Service Authorized	Payment Amount
Assessment, Outpatient (Group & Individual), Intensive Outpatient, Recovery Skills, Relapse Prevention, and Care Coordination	See pages 2, 3, & 4
<b>TOTAL AMOUNT AUTHORIZED :</b>	<b>\$55,000.00</b>

— NOTICE: AUTHORIZATION TO VENDOR TERMS AND CONDITIONS ATTACHED —

## AUTHORIZATION & ACCEPTANCE

State Authorization: (signature with printed name & title)

Vendor Acceptance: (signature with printed name & title)

Ellen Abbott  
Director, Office of Criminal Justice Services

7/1/2013

7/1/2013

<p><b>Assessment.</b> This is a clinical assessment to determine appropriate treatment services for eligible ADAT-SPOT program consumers. At the minimum this must include an Addiction Severity Index (ASI) to determine problem severity. <u>American Society of Addiction Medicine Patient Placement Criteria, Second Edition, Revised</u> (ASAM PPC-2R) criteria must be used if the ASI indicates the need for clinical treatment. Staff must be Qualified Alcohol and Drug Abuse (A&amp;D) personnel as defined by state licensure (staff in licensed A&amp;D treatment facilities are qualified based on facility license) and must have completed training by a qualified trainer in the use of ASI and ASAM.</p>	<p style="text-align: right;"><b>\$50 each assessment</b></p>
<p><b>Adult Outpatient Services / Group / American Society of Addiction Medicine (ASAM) Level 1</b> which provide a wide range of nonresidential services for individuals with a primary or secondary alcohol or other drug abuse or dependency diagnosis which allow the persons receiving the services to function as they go about their daily lives in the community. Services include group therapy, family therapy or any combination of such counseling services that are usually scheduled on a periodic basis. Group size must be a minimum of six (6) clients and no more than twelve (12) clients for a valid group session unless otherwise approved in writing by the State. Only one (1) outpatient service per day per client is valid. A valid group session must be a minimum of ninety (90) minutes, excluding administrative time.</p>	<p style="text-align: right;"><b>\$25 per person per ninety (90) minute session</b></p>
<p><b>Adult Outpatient Services / Individual / ASAM Level 1</b> which provide a wide range of nonresidential services for individuals with a primary or secondary alcohol or other drug abuse or dependency diagnosis which allow the persons receiving the services to function as they go about their daily lives in the community. Services include individual therapy, family therapy or any combination of such counseling services that are usually scheduled on a periodic basis. Only one (1) outpatient service per day per client is valid. A valid individual session must be a minimum of fifty (50) minutes, excluding administrative time.</p>	<p style="text-align: right;"><b>\$50 per fifty (50) minute session</b></p>
<p><b>Adult Intensive Outpatient Services / ASAM Level II.1</b> which provide a structured nonresidential treatment program for individuals with a primary or secondary alcohol or other drug abuse or dependency diagnosis consisting of multiple face to face therapeutic contacts per week. Services include individual therapy, group therapy, family therapy or any combination of such counseling services. This program provides between nine (9) and nineteen (19) hours per week of clinically intensive programming based on client needs and it must meet a minimum of three (3) days per week. Group size must be a minimum of six (6) clients and no more than twelve (12) clients for a valid group session unless otherwise approved in writing by the State. A valid unit of service must be a minimum of three (3) hours per day. This service provides an alternative to residential treatment for persons with substance abuse related disorders who cannot be treated exclusively in an inpatient setting. An intensive outpatient service is operated to provide the client with an intensive and ongoing treatment program designed to assist the client to modify problem behavior and to acquire the skills necessary to live as independently as possible and/or minimize his/her deterioration in the community.</p>	<p style="text-align: right;"><b>\$55 per day</b></p>
<p><b>Adult Clinically-Managed Low-Intensity Residential Rehabilitation Services (Halfway House) / ASAM Level III.1</b> which provide a structured residential treatment program for individuals with a primary or secondary alcohol or other drug abuse or dependency diagnosis. Services include provision of individual counseling, group counseling, family counseling, alcohol and drug abuse education, or any combination of such services. These activities include a minimum of one (1) counseling contact and one (1) educational lecture or seminar per week. Narcotics Anonymous and Alcoholics Anonymous groups are not considered as lectures or seminars.</p>	<p style="text-align: right;"><b>\$50 per day for a <u>maximum of sixty (60) days.</u> Enrollment in Halfway House treatment services <u>must be pre-certified by TDMSAS with supporting clinical documentation showing the consumers need for this level of care.</u></b></p>

<p><b>Adult Clinically-Managed Residential Rehabilitation Services / ASAM Levels III.3 (medium-intensity)</b> which provides a structured residential treatment programs treating individuals with a primary or secondary alcohol or other drug abuse or dependency diagnosis. Residential rehabilitation services include provision of individual therapy, group therapy, family therapy or any combination of such counseling services. Residential rehabilitation services are designed to restore the severely dysfunctional alcohol and/or drug dependent person to levels of functioning appropriate to that individual. The services may be provided in a hospital or a residential setting and are not appropriate for persons experiencing withdrawal symptoms. An essential aspect of residential rehabilitation is the ongoing structured use of therapy to achieve the goal of rehabilitation. This therapy includes a minimum of five (5) counseling contacts per week and a minimum of five (5) lectures or seminars per week. Narcotics Anonymous and Alcoholics Anonymous groups are not considered as lectures or seminars. There are three (3) levels of care for these services. Clinical judgment determines which level of care a client is in; and how and when a client moves from one level to another based on ASI, ASAM, the treatment plan, and progress of the client in treatment. ASAM Level III.3 is for persons who need less-intense, slower-paced, and longer term treatment; ASAM Level III.5 is for persons who need more-intense, faster-paced, and shorter term treatment; and ASAM Level III.7 is for persons who have more significant problems with intoxication and withdrawal and other biomedical complications requiring the medical monitoring of their treatment.</p>	<p><b>\$110 per day for ASAM Level III.3 not to exceed thirty (30) days of treatment or \$3,500 whichever comes first, for any of these two (2) ASAM levels or combination of these two (2) ASAM levels, per fiscal year. Enrollment in residential treatment services for level III.3 and III.5 must be pre-certified by TDMH with supporting clinical documentation showing the consumers need for one of these levels of care.</b></p>
<p><b>Adult Clinically-Managed Residential Rehabilitation Services / ASAM III.5 (high-intensity)</b> which provides a structured residential treatment programs treating individuals with a primary or secondary alcohol or other drug abuse or dependency diagnosis. Residential rehabilitation services include provision of individual therapy, group therapy, family therapy or any combination of such counseling services. Residential rehabilitation services are designed to restore the severely dysfunctional alcohol and/or drug dependent person to levels of functioning appropriate to that individual. The services may be provided in a hospital or a residential setting and are not appropriate for persons experiencing withdrawal symptoms. An essential aspect of residential rehabilitation is the ongoing structured use of therapy to achieve the goal of rehabilitation. This therapy includes a minimum of five (5) counseling contacts per week and a minimum of five (5) lectures or seminars per week. Narcotics Anonymous and Alcoholics Anonymous groups are not considered as lectures or seminars. There are three (3) levels of care for these services. Clinical judgment determines which level of care a client is in; and how and when a client moves from one level to another based on ASI, ASAM, the treatment plan, and progress of the client in treatment. ASAM Level III.3 is for persons who need less-intense, slower-paced, and longer term treatment; ASAM Level III.5 is for persons who need more-intense, faster-paced, and shorter term treatment; and ASAM Level III.7 is for persons who have more significant problems with intoxication and withdrawal and other biomedical complications requiring the medical monitoring of their treatment.</p>	<p><b>\$130 per day for ASAM Level III.5 not to exceed thirty (30) days of treatment or \$3,500, whichever comes first, for any of these two (2) ASAM levels or combination of these two (2) ASAM levels, per fiscal year. Enrollment in residential treatment services for level III.3 and III.5 must be pre-certified by TDMH with supporting clinical documentation showing the consumers need for one of these levels of care.</b></p>
<p><b>Recovery Skills.</b> This service is designed to assist the consumer 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) consumers and no more than twenty (20) consumers. The staff facilitating this service must be trained and qualified according to the agency's governing body. Individual sessions are fifty (50) minutes and group sessions are sixty (60) minutes in duration.</p>	<p><b>\$25 per session (individual); \$15 per person (group) for a maximum of twelve (12) sessions (individual and group combined) per consumer.</b></p>
<p><b>Relapse Prevention.</b> This service is designed to assist the consumer 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) consumers and no more than twenty (20)</p>	<p><b>\$25 per session (individual); \$15 per person (group) for a maximum of twelve (12) sessions (individual and group combined) per consumer.</b></p>

<p>consumers. The staff facilitating this service must be trained and qualified according to the agency's governing body. Individual sessions are fifty (50) minutes and group sessions are sixty (60) minutes in duration.</p>	
<p><b>Care coordination.</b> This service is the outcome of effective collaboration on behalf of the individual. Coordinated care prevents negative interactions and redundant processes in the community systems for the individual in recovery. This service promotes positive and strength based interactions to support the individual through coordination with the providing agency. A care coordination plan must be developed by the individual and the provider agency. This plan must address consumer specific needs that will engage and support the individual in the recovery process.</p>	<p style="text-align: right;"><b>\$15 per care coordination plan (1 plan per individual) \$10.00 per care coordination session for a maximum of 8 sessions.</b></p>

**AUTHORIZATION TO VENDOR TERMS AND CONDITIONS ATTACHMENT**

1. The Vendor 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 the authorized service or in the employment practices of the Vendor on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law.
2. [THIS SECTION SHALL NOT BE APPLICABLE IF THE VENDOR IS A TENNESSEE GOVERNMENTAL ENTITY] The Vendor warrants that no 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 Vendor in connection with any work contemplated or performed relative to this Authorization.
3. The Vendor understands and agrees that this Authorization shall be null and void if the Vendor is, or within the past six months has been, a state employee or if the Vendor is an entity in which a controlling interest is held by an individual who is, or within the past six months has been, a state employee. For purposes of this provision, an individual shall be deemed a state employee until such time as all compensation for salary, termination pay, and annual leave has been paid.
4. The State may terminate this purchase without cause for any reason, and such termination shall not be deemed a breach of contract by the State.
5. [THIS SECTION SHALL NOT BE APPLICABLE IF THE VENDOR IS A GOVERNMENTAL ENTITY] The Vendor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Vendor, its employees, or any person acting for or on its or their behalf relating to this purchase. The Vendor further agrees it shall be liable for the reasonable cost of attorneys for the State in the event such service is necessitated to enforce the terms of this purchase or otherwise enforce the obligations of the Vendor to the State.
6. The requirements of *Tennessee Code Annotated*, Section 12-4-124, *et seq.*, addressing the use of illegal immigrants in the performance of any Contract to supply goods or services to the state of Tennessee, shall be a material provision of this Authorization, a breach of which shall be grounds for monetary and other penalties, up to and including termination of this Authorization.
  - a. The Vendor hereby attests, certifies, warrants, and assures that the Vendor shall not knowingly utilize the services of an illegal immigrant in the performance of this Authorization and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Authorization.
  - b. The Vendor shall maintain records for all personnel used in the performance of this Authorization. Said records shall be subject to review and random inspection at any reasonable time upon reasonable notice by the State.
  - c. The Vendor understands and agrees that failure to comply with this section will be subject to the sanctions of *Tennessee Code Annotated*, Section 12-4-124, *et seq.*, for acts or omissions occurring after its effective date. This law requires the Commissioner of Finance and Administration to prohibit a vendor from contracting with, or submitting an offer, proposal, or bid to contract with the State of Tennessee to supply goods or services for a period of one year after a vendor is discovered to have knowingly used the services of illegal immigrants during the performance of this Authorization.
  - d. For purposes of this Authorization, "illegal immigrant" shall be defined as any person who is not either a United States citizen, a Lawful Permanent Resident, or a person whose physical presence in the United States is authorized or allowed by the federal Department of Homeland Security and who, under federal immigration laws and/or regulations, is authorized to be employed in the U.S. or is otherwise authorized to provide services under the Authorization.
7. Activities and records pursuant to this Authorization shall be subject to monitoring and evaluation by the State or duly appointed representatives.
8. The State is not responsible for the payment of services rendered without specific, written authorization.

9. The Vendor must submit an invoice in form and substance acceptable to the State to effect payment.
10. The Vendor expressly agrees to waive any and all payment for service rendered pursuant to this Authorization if the Vendor fails to deliver to the State the invoice for said service as required and within three hundred and sixty-five (365) days immediately following the end date of this Authorization.
11. 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 Vendor by the State or acquired by the Vendor on behalf of the State shall be regarded as confidential information in accordance with the provisions of applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards. Such confidential information shall not be disclosed, and all necessary steps shall be taken by the Vendor to safeguard the confidentiality of such material or information in conformance with applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards.

The Vendor's obligations under this section do not apply to information in the public domain; entering the public domain but not from a breach by the Vendor of this Vendor Relationship; previously possessed by the Vendor without written obligations to the State to protect it; acquired by the Vendor without written restrictions against disclosure from a third party which, to the Vendor's knowledge, is free to disclose the information; independently developed by the Vendor without the use of the State's information; or, disclosed by the State to others without restrictions against disclosure. Nothing in this paragraph shall permit Vendor to disclose any information that is confidential under federal or state law or regulations, regardless of whether it has been disclosed or made available to the Vendor due to intentional or negligent actions or inactions of agents of the State or third parties.

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

12. The State and the Vendor shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its accompanying regulations.
  - a. The Vendor warrants to the State that it is familiar with the requirements of HIPAA and its accompanying regulations, and will comply with all applicable HIPAA requirements in the course of this Vendor Relationship.
  - b. The Vendor warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by HIPAA and its regulations, in the course of performance of the Vendor Relationship so that both parties will be in compliance with HIPAA.
  - c. The State and the Vendor will sign documents including but not limited to business associate agreements, as required by HIPAA and that are reasonably necessary to keep the State and the Vendor in compliance with HIPAA. This provision shall not apply if information received by the State under this Vendor Relationship is NOT "protected health information" as defined by HIPAA, or if HIPAA permits the State to receive such information without entering into a business associate agreement or signing another such document.
13. The State and the Vendor 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 CFR § 2.1 et seq.
  - a. The Vendor 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 Vendor Relationship.
  - b. The Vendor 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 Vendor Relationship 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 Vendor 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 Vendor 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 Vendor Relationship 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.
14. If the Vendor is subject to *Tennessee Code Annotated*, Title 8, Chapter 4, Part 4 or if this Vendor Relationship involves the provision of services to citizens by the Vendor on behalf of the State, the Vendor agrees to establish a system through which recipients of services may present grievances about the operation of the service program, and the Vendor shall display in a prominent place, located near the passageway through which the public enters in order to receive Vendor Relationship supported services, a sign at least twelve inches (12") in height and eighteen inches (18") 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

15. The Vendor and its employees shall be licensed as an Alcohol and Drug Treatment Facility at 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 upon request provide proof of all licenses.
16. This Vendor Relationship shall be governed by and construed in accordance with the laws of the State of Tennessee. The Vendor 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 Vendor Relationship. The Vendor 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 *Tennessee Code Annotated*, Sections 9-8-101 through 9-8-407.
17. The Vendor shall issue vouchers for services listed in the AUTHORIZATION DETAIL section of this Authorization only to those who meet eligibility criteria of the ADAT-SPOT program and shall provide authorized services for approved program participants who have no other financial means of obtaining the services available through this program and are not enrolled in Tennessee's Medicaid program, TennCare; or do not have any other third party health benefits payor source, pursuant to the description of services prescribed by the State and be reimbursed for those services according to the Authorized Service and Maximum Rate Schedule (Attachment 1 of the Delegated Purchase Authority) and the AUTHORIZATION DETAIL section of this Authorization to Vendor form. All services must be appropriately documented at the time the service is provided. Data concerning service encounters and services rendered is then entered into the State's data system to effect payment for services that have already been provided. The State shall not be responsible for the payment of services which have not been documented. If there are any discrepancies found between services billed for and services documented, the State reserves the right to withhold future payments and pursue any remedies permitted it by State or Federal law until the matter is resolved.
18. If at the time of evaluation and monitoring a Vendor is found to be non-compliant with any policy or procedure as prescribed by the State, the Vendor will create and implement a Corrective Action Plan approved by the State and a follow-up visit will take place to assure resolution and compliance with the program.
19. The Vendor will utilize the designated assessment instrument chosen by the program and the American Society of Addiction Medicine, Patient Placement Criteria for the Treatment of Substance-Related Disorders, Second Edition, Revised (ASM PPC-2R) standards and forms for conducting clinical assessments and for reviewing and documenting the program participant's placement in particular levels of care for treatment services.
20. The Vendor shall participate in program trainings and meetings as prescribed by the State; offer program participants a genuine, free, and independent choice as to service provider; and develop a strengths-based case management model for use with all program participants.
21. The Vendor acknowledges that it is subject to, and must comply with, all program requirements; State and Federal law, rules, and regulations of the program; all policies and procedures of the program; as these currently read and any future amendments or revisions that may become necessary during the term of this Vendor Relationship.
22. Payment is subject to the appropriation and availability of State and/or Federal funds.
23. The Vendor shall be structured and organizationally linked to a governing body as prescribed by the State.
24. The Vendor shall be 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, licenses, and other such credentials. Proof of all credentials and licenses shall be submitted upon request of the State.
25. The Vendor shall show documentation that CODC and CODE treatment personnel and program volunteers have received annual COD training.
26. The Vendor shall show documentation that all treatment program personnel and volunteers have received an annual TB Screening and a TB skin test.
27. In accordance with Item 1. of this Authorization; Rules of the Tennessee Human Rights Commission (1500-01-03); Tennessee Code Annotated (TCA) §§ 4-21-203 and 4-21-901; Title VI of the Civil Rights Act of 1964 (42 USC §§ 2000d et seq. and its accompanying regulations); and the Civil Rights Restoration Act of 1987, the Vendor shall comply with Title VI (also referred to as Nondiscrimination) and show compliance by all of the following:
  - a. Annually provide the State with the name and contact information of the Vendor's Title VI Coordinator.
  - b. Ensure that the Vendor's Policies and Procedures Manual contains a section on Title VI that includes information on the following:
    - (1) Filing a complaint;
    - (2) Investigations;
    - (3) Report of findings;

- (4) Hearings and Appeal Process;
  - (5) Description of the Title VI Training Program; and
  - (6) A Limited English Proficiency (LEP) procedure.
- c. Ensure that all staff (regular, contract, volunteer) are trained on Title VI upon employment and annually thereafter. Documentation on all training must be maintained and made available to the State upon request. Documentation shall include the following: 1) dates and duration of each training event; and 2) list of staff that completed the training on each date.
  - d. Annually complete and submit to the State a Title VI self-survey. The self-survey shall be supplied to the Vendor by the State along with information on completion, submission, and what to do in the event another department of the State of Tennessee is also requiring the completion and submission of a Title VI self-survey.
28. The Vendor shall develop, implement, and maintain written organized 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 include policies and procedures on, but not limited to, the following:
- a. Addressing Infection Control procedures by the Centers for Disease Control (CDC) by referring to the CDC's guidelines available at their website;
  - b. Assuring priority preference for admission and, if necessary, placement on the waiting list to treatment programs following the admission. Priority preference is as follows: First Priority: Pregnant injecting drug abuser; Second Priority: Pregnant substance abuser; Third Priority: Injecting drug user; Fourth Priority: Medically Monitored Crisis Detoxification admissions; Fifth Priority: Probation and Parole; Sixth Priority: All others;
  - c. Quality improvement and program evaluation;
  - d. Title VI compliance as further described in Item 27.;
  - e. How a service recipient reports suspected fraud, waste, and abuse or files a grievance related to fraud, waste and abuse as further described in Item 14.;
  - f. Conducting a screening and/or assessment for trauma and ensuring that treatment meets the needs of those identified as having experienced trauma.
29. The Vendor 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 Vendor Relationship 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 Vendor Relationship had one or more public transactions (federal, state, or local) terminated for cause or default.

The Vendor 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.

30. [THIS SECTION SHALL ONLY BE APPLICABLE IF THIS AUTHORIZATION IS FUNDED IN WHOLE OR IN PART BY A FEDERAL GRANT OR CONTRACT OF \$25,000.00 OR MORE AND THIS AUTHORIZATION PROVIDES FOR THE EXPENDITURE OF \$25,000.00 OR MORE IN FEDERAL FUNDS] Federal Funding Accountability and Transparency Act (FFATA). This Authorization requires the Vendor to provide supplies and/or services that are funded in whole or in part by federal funds that are subject to FFATA. The Vendor is responsible for ensuring that all applicable requirements, including but not limited to those set forth herein, of FFATA are met and that the Vendor provides information to the State as required.

The Vendor shall comply with the following:

- a. Reporting of Total Compensation of the Vendor's Executives.
  - (1) The Vendor shall report the names and total compensation of each of its five (5) most highly compensated executives for the Vendor's preceding completed fiscal year, if in the Vendor's preceding fiscal year it received:
    - i. 80 percent (80%) or more of the Vendor's annual gross revenues from Federal procurement contracts and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and sub awards); and

- ii. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and sub awards); and
- iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>).

Executive means officers, managing partners, or any other employees in management positions.

- (2) Total compensation means the cash and noncash dollar value earned by the executive during the Vendor's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):
  - i. Salary and bonus.
  - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
  - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
  - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
  - v. Above-market earnings on deferred compensation which is not tax qualified.
  - vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.
- b. The Vendor must report executive total compensation described above to the State by the end of the month during which a Federal Grant is awarded.
- c. If the Federal Grant is amended to extend its term, the Vendor must submit an executive total compensation report to the State by the end of the month in which the amendment to the Federal Grant becomes effective.
- d. The Vendor will obtain a Data Universal Numbering System (DUNS) number and maintain its DUNS number for the term of the Federal Grant. More information about obtaining a DUNS Number can be found at: <http://fedgov.dnb.com/webform/>

The Vendor's failure to comply with the above requirements is a material breach of the Federal Grant and this Authorization for which the State may terminate this Authorization for cause. The State will not be obligated to pay any outstanding invoice received from the Vendor unless and until the Vendor is in full compliance with the above requirements.