

RESOLUTION

WHEREAS, the Rutherford County Juvenile Court previously received a grant from the Tennessee Department of Children Services to provide community intervention services; and

WHEREAS, the Rutherford County Juvenile Court desires to enter into an agreement with Health Connect America to administer the program known as Teen Trax; and

WHEREAS, the agreement has a cost of Forty Six Thousand Four Hundred Forty Eight Dollars (\$46,448.00) which is to be paid from the pass-through grant from the Tennessee Department of Children Services.

THEREFORE BE IT RESOLVED by the Rutherford County Board of Commissioners that the County Mayor and all other appropriate officials of Rutherford County, Tennessee be, and are hereby authorized, to execute the agreement with Health Connect America, a copy of the same being attached hereto as "Exhibit 1" and incorporated herein by reference as if set forth herein at length verbatim, to administer the Teen Trax program.

RESOLVED this 15th day of May, 2014.

RUTHERFORD COUNTY, TN

BY: _____
ERNEST G. BURGESS, Chairman

ATTEST:

LISA CROWELL, County Clerk

**CONTRACT
BETWEEN THE RUTHERFORD COUNTY JUVENILE COURT
AND
HEALTH CONNECT AMERICA**

This Contract, by and between **RUTHERFORD COUNTY JUVENILE COURT** hereinafter referred to as the "Contractor" and **HEALTH CONNECT AMERICA**, hereinafter referred to as the "Sub-Contractor," is for the provision of Community Intervention Services (CIS), as further defined in the "SCOPE OF SERVICES" and the DCS Provider Policy Manual, incorporated herein by reference.

The Sub-Contractor address is: 132 Heritage Park Drive, Suite 1, Murfreesboro, Tennessee 37130

A. SCOPE OF SERVICES:

- A.1. These Subcontracted Services are provided under the Contractor's State Contract 35910-20376 for the following service(s): Community Intervention Services (CIS).
- A.2. The Teen Trax Community Intervention Services – Intensive Probation program enables children and youth at imminent risk of entering state custody to eliminate or reduce the problems that led to their needing intervention while remaining in their home and community. This program provides intensive probation/ supervision services to youth at high risk whose social function has been unsatisfactory. Services include provision of custody prevention and intervention service linkage. Beginning in 2014 Teen Trax will utilize a validated, research informed, mental health screening (MAYSI-2 for example) to identify potential mental health problems and providing and/or referral for services such as, but not limited to: individual, group and/or family counseling, mentoring, alternative educational services and or community engagement activities. All measures are maintainable by following the current level system and high program standards. In order to maintain the risk assessment level, youth are evaluated for appropriateness before being accepted into the program. The program uses the YLS/CMI- Youth Level of Service/Case Management Inventory. This program intends to prevent youth from entering state custody and to strengthen the youths' ties and relationships with family, school, and community.

B. CONTRACT TERM:

- B.1. Subcontract Term. This Subcontract shall be effective for the period commencing on July 1, 2014 and ending on June 30, 2015. The Contractor shall have no obligation for services rendered by the Subcontractor, which are not performed within the specified period.
- B.2. Maximum Liability & Rate
\$46,448.00

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Liability. The Contractor shall bear full responsibility for compensation to the Subcontractor under the terms of this contract. In no event shall the State of Tennessee bear responsibility for compensation to the Subcontractor under this contract.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. No services on behalf of the State of Tennessee, Department of Children's Services (DCS), may be provided under this contract until the Contractor receives written approval from the Contracts Management Unit of DCS
- D.2. Modification and Amendment. This Contract may be modified only by a written amendment executed by all parties hereto and approved, in writing, by the appropriate Tennessee State officials in accordance with applicable Tennessee State laws and regulations.
- D.3. Subcontracting. The Subcontractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract.
- D.4. Conflicts of Interest. The Subcontractor warrants that no part of the total 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, or consultant to the Subcontractor in connection with any work contemplated or performed relative to this Contract.
- D.5. Nondiscrimination. The Subcontractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Subcontractor on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Subcontractor shall,

upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

- D.6. Records. The Subcontractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Subcontractor, insofar as they relate to work performed or money received under this contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the state agency, the Comptroller of the Treasury, or duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted principles.
- D.7. Monitoring. The Subcontractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.8. Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

The Subcontractor, being an independent contractor and not an employee of the State, agrees to carry adequate public liability and other appropriate forms of insurance, including adequate public liability and other appropriate forms of insurance on the Contractor's employees, and to pay all applicable taxes incident to this Contract.

- D.9. State and Federal Compliance. The Subcontractor shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.
- D.10. Prohibition of Illegal Immigrants. The requirements of Public Acts of 2006, Chapter Number 878, of the state of Tennessee, 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 Contract, a breach of which shall be grounds for monetary and other penalties, up to and including termination of this Contract.
 - a. Prior to the use of any subcontractor in the performance of this Contract, and semi-annually thereafter, during the period of this Contract, the Contractor shall obtain and retain a current, written attestation that the subcontractor shall not knowingly utilize the services of an illegal immigrant to perform work relative to this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work relative to this Contract. Attestations obtained from such subcontractors shall be maintained by the Contractor and made available to state officials upon request.
 - c. The Subcontractor shall maintain records for all personnel used in the performance of this Contract. Said records shall be subject to review and random inspection at any reasonable time upon reasonable notice by the State.
 - d. For purposes of this Contract, "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 Contract.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. 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 Contractor by the State or acquired by the Contractor 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 Contractor 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 Contractor'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 Contractor of this Contract; previously possessed by the Contractor without written obligations to the State to protect it; acquired by the Contractor without written restrictions against disclosure from a third party which, to the Contractor's knowledge, is free to disclose the information; independently developed by the Contractor 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 Contractor 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 Contractor 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 Contract.

- E.2. HIPAA and HITECH Compliance. Subcontractor warrants to the Contractor that it is familiar with the requirements of the Health Insurance Portability & Accountability Act of 1996 (HIPPA) and its accompanying regulations and will comply with all applicable HIPPA requirements in the course of this contract.

Subcontractor warrants that it will cooperate with the Contractor in the course of performance of the contract so that both parties will be in compliance with HIPPA, including cooperation and coordination with State privacy officials and other compliance officers required by HIPPA and its regulations. Subcontractor will sign any documents that are reasonably necessary to keep the Contractor and Subcontractor in compliance with HIPPA, including but not limited to business associate agreements.

The Primary Contractor will ensure the Subcontractor's compliance with the HIPPA requirements as further detailed in the Primary Contractor's contract with the DCS.

- E.3. Environmental Tobacco Smoke. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the Tennessee "Children's Act for Clean Indoor Air of 1995," the Subcontractor 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 Subcontractor 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.

- E.4. Lobbying. The Subcontractor certifies, to the best of its knowledge and belief, that:

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

If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any 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 Subcontractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- E.5. Public Accountability. If this Contract involves the provision of services to citizens by the Subcontractor on behalf of the State, the parties agree to establish a system through which recipients of services may present grievances about the operation of the service program.

- E.6. DCS Ownership of Case Files. The Department of Children's Services shall have all ownership right, title, and interest, in all case files created, designed, developed, derived, documented, installed, or maintained on behalf of DCS under this Contract. DCS shall have unlimited rights to all said case files. The Subcontractor shall furnish such information and data upon request of the DCS, in accordance with the Contract and applicable State law.

- E.7. Supplemental Conflict of Interest. The Subcontractor shall not have any owner, member of the board of directors, or member of the board of trustees of that Contract Subcontractor who also holds any other position which may influence the placements provided to children in the plaintiff class of Brian A. v. Bill Haslam. Such positions include, but are not limited to juvenile court judges, referees or other court officers involved in the individual cases of children in foster care. The Subcontractor must submit the Conflict of Interest Statement, Attachment B, with the signed contract.

- E.8. Requirements of Bureau of TennCare.

The Primary Contractor will ensure the Subcontractor's compliance with the Bureau of TennCare requirements as further detailed in the Primary Contractor's contract with the DCS.

IN WITNESS WHEREOF:

HEALTH CONNECT AMERICA

[NAME AND TITLE]

Date

RUTHERFORD COUNTY JUVENILE COURT

[NAME AND TITLE]

Date

ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

SUBJECT CONTRACT NUMBER:	
CONTRACTOR LEGAL ENTITY NAME:	
FEDERAL EMPLOYER IDENTIFICATION NUMBER: (or Social Security Number)	

The Contractor, identified above, does hereby attest, certify, warrant, and assure that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract.

CONTRACTOR SIGNATURE

NOTICE: This attestation MUST be signed by an individual empowered to contractually bind the Contractor. If said individual is not the chief executive or president, this document shall attach evidence showing the individual's authority to contractually bind the Contractor.

PRINTED NAME AND TITLE OF SIGNATORY

DATE OF ATTESTATION