TENNESSEE DEPARTMENT OF MENTAL HEALTH AND SUBSTANCE ABUSE SERVICES

VENDOR AUTHORIZATION FORM

AUTHORIZATION PERIOD	
Begin: 7/1/2016	End: 6/30/2017

STATE INFORMATION	
Program:	Supervised Probation Offender Treatment (SPOT)
Program Contact:	Ellen Abbott, Director of Criminal Justice Services, Division of Substance Abuse Services
Program Code:	320294
Edison Delegation ID	49039
CFDA #	N/A

VENDOR INFORMATION			
Vendor:	Rutherford County DUI-Drug Court		
Communications sent to the following address:	PO Box 1316, Murfreesboro, TN 37133-1316		
Remit address if different from above:			
Phone:	615-217-7124	Authorization Email:tking@rutherfordcountytn.gov	
Edison Vendor ID:	0000000041		

AUTHORIZATION/REIMBURSEMENT DETAIL			
Service Authorized	Units Authorized	Unit Cost	Amount Authorized
See Terms and Conditions - Exhibit 1			
		TOTAL AMOUNT AUTHORIZED :	$7,000.00

Additional pricing terms attached: YES x NO _____

Vendor Authorization Terms & Conditions attached: YES x NO _____

This instrument only amends the reimbursement detail of previously executed Terms & Conditions: YES _____

AUTHORIZATION & ACCEPTANCE	
Vendor Acceptance: (signature with printed name, title, date)	State Authorization: (signature with printed name, title, date)
Name, Title Date	Assistant Commissioner Date

Terms and Conditions

A. Standard Terms and Conditions

1. Total Authorized Amount. In no event shall the liability of the State under this Authorization exceed the "Total Amount Authorized" as indicated on this Vendor Authorization Form.

2. Inspection and Acceptance. The State shall have the right to inspect all goods or services provided by Vendor under this Authorization. If upon inspection, the State determines that the goods or services are defective, the State shall notify Vendor, and Vendor shall re-deliver the goods or provide the services at no additional cost to the State. If after a period of thirty (30) days following delivery of goods or performance of services the State does not provide a notice of any defects, the goods or services shall be deemed to have been accepted by the State.

3. Modification, Amendment or Change Order. This Authorization may be modified only by a written amendment or change order signed by the State and the Vendor.

4. Limitation of Liability. The State shall have no liability except as specifically provided in this Authorization. In no event shall the State be liable to the Vendor or any other party for any lost revenues, lost profits, loss of business, 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. The State's total liability under this Authorization or otherwise shall under no circumstances exceed the Total Authorization Amount.

5. Limitation of Vendor's Liability. The Vendor's liability for all claims arising under this Authorization shall be limited to an amount equal to two (2) times the Total Authorization Amount. In no event shall this Section limit the Vendor's liability for intentional torts, criminal acts, fraudulent conduct, or omissions that result in personal injuries or death.

6. Termination for Convenience. The State shall have the right to immediately terminate this Authorization, without cause and for any reason, upon written notice to the Vendor, delivered by mail or electronic means. The State's notice of termination is effective upon the State's issuance.

7. Subject to Funds Availability. The State's payment of the Purchase Order generated from this Authorization is subject to the appropriation and availability of State or federal funds. In the event that funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Authorization, effective immediately, upon written notice to the Vendor. If the State terminates this Authorization due to lack of funds availability, the Vendor shall be entitled to compensation for all conforming goods requested and accepted by the State and for all satisfactory and authorized services completed as of the termination date.

8. Payment of Purchase Order. A payment by the State shall not prejudice the State's right to object to or question any payment, invoice, or other matter. A payment by the State shall not be construed as acceptance of goods delivered, any part of the services provided, or as approval of any amount invoiced.

9. Deductions. The State reserves the right to deduct from amounts, which are or shall become due and payable to the Vendor, under any contract between the Vendor and the State.

10. Hold Harmless. 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, omission, or negligence on the part of the Vendor, its employees, or any other person acting for or on its or their behalf relating to this Authorization. The

Vendor further agrees it shall be liable for the reasonable costs of attorneys for the State to enforce the terms of this Authorization.

In the event of any suit or claim, the State and Vendor shall give each other immediate notice and provide all necessary assistance to respond. The State's failure to give notice shall only relieve the Vendor of its obligations under this Section to the extent that the Vendor can demonstrate actual prejudice arising from the failure to give notice. This Section shall not grant the Vendor, through its attorneys, the right to represent the State in any legal matter, as the right to represent the State is governed by Tenn. Code Ann. § 8-6-106.

11. State and Federal Compliance. The Vendor shall comply with all applicable state and federal laws and regulations in the provision of goods or services under this Authorization.

12. Governing Law. This Authorization shall be governed by and construed in accordance with the laws of the State of Tennessee. The Tennessee Claims Commission or the state or federal courts in Tennessee shall be the venue for all claims, disputes, or disagreements arising under this Authorization. The Vendor acknowledges and agrees that any rights, claims, or remedies against the State of Tennessee or its employees arising under this Authorization shall be subject to and limited to those rights and remedies available under Tenn. Code Ann. §§ 9-8-101 through 9-8-407.

13. Entire Agreement. This Authorization contains the entire understanding between the State and the Vendor relating to its subject matter, including all terms and conditions of the parties' agreement. This Authorization supersedes any and all prior understandings, representations, negotiations, and agreements between the State and the Vendor, whether written or oral.

B. Special Terms and Conditions

14. Conflicting Terms and Conditions. Should any of these Special Terms and Conditions in Section B conflict with the Standard Terms and Conditions in Section A, the Standard Terms and Conditions shall control.

15. These Terms and Conditions are valid for the period beginning July 1, 2016 and ending June 30, 2017.

16. Relationship of the Parties and Insurance. The parties hereto, in the performance of these services, 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 related to the provision of these services 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 Vendor, 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 Vendor's employees, and to pay all applicable taxes incident to the provision of these services.

17. Submission of Invoice Constitutes Acceptance of Terms and Conditions. The Vendor acknowledges and agrees that submission of an invoice constitutes acceptance of, and agreement to be bound by, these Terms and Conditions.

18. Payments and Invoices. In addition to Section A.8., the State is not responsible for the payment of services rendered without specific, written authorization and the Vendor must submit an invoice in form and substance acceptable to the State to effect payment.

19. Conditions for Waiver of Payment. The Vendor expressly agrees to waive any and all payment for services rendered pursuant to this Purchase Order if the Vendor fails to deliver to the State the invoice for said services as required and within three hundred and sixty-five (365) days immediately following the end date of this Purchase Order.

20. Monitoring. Activities and records pursuant to this Purchase Order shall be subject to monitoring and evaluation by the State or duly appointed representatives.

21. Conflicts of Interest. 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 Purchase Order. Further, the Vendor understands and agrees that this Purchase Order 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.

22. Debarment and Suspension. 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.

23. Lobbying. The Vendor 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 parties, 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 Vendor shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions.

c. The Vendor 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.

24. Confidentiality. 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 Purchase Order; 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 Purchase Order.

25. HIPAA Compliance. The State and the Vendor hall 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 Purchase Order.

a. The Vendor 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 performing activities of this Purchase Order.

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 the Privacy Rules, in the course of performance of the activities of this Purchase Order so that both parties will be in compliance with the Privacy Rules.

c. The State and the Vendor 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 Vendor in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Purchase Order 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. The Vendor will indemnify the State and hold it harmless for any violation by the Vendor or its subcontractors of the Privacy Rules. This includes the costs of responding to a breach of protected health information, the costs of responding to a government enforcement action related to the breach, and any fines, penalties, or damages paid by the State because of the violation.

26. Rule 2 Compliance. 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 C.F.R. §§ 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 performing activities of this Purchase Order.
    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 activities of this Purchase Order 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 Purchase Order 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.
    d. The Vendor will indemnify the State and hold it harmless for any violation by the Grantee or its subcontractors of Rule 2 of the Confidentiality of Alcohol and Drug Abuse Patient Records. This includes the costs of responding to a breach of protected information, the costs of responding to a government enforcement action related to the breach, and any fines, penalties, or damages paid by the State because of the violation.

27. Nondiscrimination. 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.

28. Title VI Nondiscrimination Compliance. In accordance with Item B.27. of these Terms and Conditions; 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.

29. Grievance System. If the Vendor is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Purchase Order 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. The Vendor shall also display in a prominent place, located near the passageway through which the public enters in order to receive 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 Tennessee Comptroller of the Treasury. The State shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from the Vendor, provide the Vendor with any necessary signs.

30. Noncompliance and Corrective Action. 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. 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.

31. Vendor Operations, Governing Body, Board of Directors, and Policies and Procedures Manual. The Vendor shall be structured and organizationally linked to a governing body as prescribed by the State. Further, the Vendor shall maintain a list of Board of Directors and copies of board meeting minutes indicating the board meets on a regular basis to conduct business. 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 B.28.;

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 B.29.; and

f. Conducting a screening and/or assessment for trauma and ensuring that treatment meets the needs of those identified as having experienced trauma.

32. Licensing. 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. All licenses shall be valid, current, and maintained as such. If it is found that any services were provided at a time when licenses were not valid or current, Vendor shall reimburse the State for the cost of said services and 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.

33. Staffing, Staff Licenses and Credentials, Staff Training, Tuberculosis Testing, and Participation in Trainings and Meetings. 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. All licenses shall be valid, current, and maintained as such. If it is found that any services were provided at a time when licenses were not valid or current, Vendor shall reimburse the State for the cost of said services and 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. The Vendor shall show documentation that Co-occurring Disorders Capable (CODC) and Co-occurring Disorders Enhanced (CODE) treatment personnel and program volunteers have received annual Co-occurring Disorders (COD) training. The Vendor shall show documentation that all treatment program personnel and volunteers have received annual tuberculosis (TB) Screening and a State-approved TB Test. Further, the Vendor shall participate in program trainings and meetings as prescribed by the State.

34. Independent Choice as to Service Provider, Strengths-Based Case Management, Assessment Instrument, Therapeutic Modalities and Interventions, and Program Curriculum. The Vendor shall 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. Further 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* (ASAM 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. Further, the Vendor shall provide Co-Occurring Disorders Capable (CODC) or Co-Occurring Disorders Enhanced (CODE) programs as determined by the Dual Diagnosis Capability in Addiction Treatment (DDCAT) index. The Vendor shall identify, in writing, the therapeutic modalities and interventions to be used including those for addressing CODC and/or CODE programs, family involvement in treatment and the spiritual dynamics of addiction and recovery. A Dual Diagnosis Capability in Addiction Treatment (DDCAT) or a Dual Diagnosis Capability in Mental Health Treatment (DDCMHT) Index must be conducted by program staff and facilitated by the agency's clinical director for program review, comparison and enhancement at least annually and kept on file. Further, the Vendor shall use Hazelden's Betty Ford Foundation's Co-Occurring Disorders Program curriculum or other State-approved evidence-based curriculum for the treatment of COD, for service recipients served under this program. For other treatment, the Vendor shall identify, in writing, which evidence-based and best practice treatment programs are currently being implemented or are to be implemented as treatment modalities. If the Vendor does not use a program listed in the Substance Abuse and Mental Health Services Administration's (SAMHSA's) National Registry for Evidence-Based Programs and Practices (NREPP), documentation must be included to show that the program has been named an evidence-based or best practice model.

35. Vouchers and Payments. The Vendor shall issue vouchers for services only to those who meet eligibility criteria of the 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 rates established by the State. 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.

36. Reasonable Cost and Service Recipient's Ability to Pay. 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 the State because of inability to pay for such services. "Reasonable Cost" is set by the Vendor 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 Vendor's established rate.

37. Federal Funding Accountability and Transparency Act (FFATA). IF this Purchase Order involves the provision of supplies or services that are funded in whole or in part by federal funds that are subject to FFATA (the expenditure of Twenty-Five Thousand Dollars ($25,000.00) or more in federal funds), the Vendor is responsible for ensuring that all applicable FFATA requirements, including but not limited to those below, 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. Eighty 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 C.F.R. § 170.320 (and sub awards); and ,

            ii. Twenty-Five Million Dollars ($25,000,000.00) 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 § 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)

            As defined in 2 C.F.R. § 170.315, "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 C.F.R. § 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; and
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 Ten Thousand Dollars ($10,000.00).

b. The Vendor must report executive total compensation described above to the State by the end of the month during which this Purchase Order is established.
c. If this Purchase Order 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 becomes effective.
d. The Vendor will obtain a Data Universal Numbering System (DUNS) number and maintain its DUNS number for the term of this Purchase Order. 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 for which the State may terminate this 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.

38. 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 39-17-1606, the Vendor 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 Vendor 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 the provision of these services.

39. Drug-Free Workplace. The Vendor shall provide a drug-free workplace pursuant to the "Drug-Free Workplace Act", 41 U.S.C. §§ 8101 through 8106, and its accompanying regulations.

40. Professional Practice (Code of Conduct). The Vendor shall assure that there is a code of conduct in place and applicable to all employees that covers, at minimum, business practices, clinical practices, and service recipient/staff interaction/fraternization. Further, Vendor's personnel shall conduct their practice in conformity with all applicable statutes, rules and regulations, and recognized ethical standards of their profession. Procedures for reporting violations of the ethical standards shall be developed and communicated to staff upon hire and annually thereafter, which shall include a non-reprisal approach for persons reporting suspected violations, as well as a description of possible sanctions for violating the standards. Failure to implement a code of conduct in accordance with this section and to adequately address suspected violations of the code of conduct may be cause for termination of this Purchase Order.

41. State Furnished Property. If the State furnished property to the Vendor for Vendor's temporary use, the Vendor shall be responsible for the correct use, maintenance, and protection of all articles of nonexpendable, tangible, personal property furnished by the State for the Vendor's temporary use related to the provision of these services. Upon termination, all property furnished shall be returned to the State in good order and condition as when received, reasonable use and wear thereof excepted. Should the property be destroyed, lost, or stolen, the Vendor shall be responsible to the State for the residual value of the property at the time of loss.

42. kidcentraltn.com. IF the services being provided are appropriate for inclusion in the state services directory located at www.kidcentraltn.com, the Vendor shall meet and comply with the following requirements:

   a. "Gatekeeper", if the service(s) being provided are appropriate for inclusion in the state services directory located at www.kidcentraltn.com, is the person designated by the State to do the following tasks: 1) provide instructions for which services should be included in the state services directory located at www.kidcentraltn.com; 2) invite the Vendor to create program profile(s) in the designated state services directory at ww.kidcentraltn.com; 3) review, approve, and publish the program profile(s) created by the Vendor; and 4) monitor update activity related to the program profile(s) created by the Vendor.

   b. Program Profile(s) at, and linking to, www.kidcentraltn.com. The Vendor shall, under the guidance of the Gatekeeper, defined herein, create and maintain agency program profile(s) in the designated state services directory located at www.kidcentraltn.com. The Vendor may have more than one service which is appropriate for the state services directory located at www.kidcentraltn.com. The Gatekeeper, defined herein, will provide instructions for which services should be included in the state services directory located at www.kidcentraltn.com. Further, the Vendor shall update the agency program profile(s) in the designated state services directory at www.kidcentraltn.com at least every six (6) months and shall, in the event of any change in information, update the agency program profile(s) within ten (10) business days of any change. The Gatekeeper, defined herein, shall monitor the agency program profile(s) for update activity. If the Vendor has a website, Vendor's website must link to the www.kidcentraltn.com website from an appropriate section of Vendor's website. If the Vendor would like to link to specific features of the www.kidcentraltn.com website such as the My Profile, Mobile App, Facebook, or State Services Directory features, the State will provide specific copy, links, and images for those features.

   c. Use of the kidcentral tn logo and brand. If the Vendor develops print or electronic materials, on behalf of the State or using State funds, intended for general distribution to parents, families, children, or professionals working directly with children or families, the Vendor must place the kidcentral tn logo on those materials. Examples of covered materials include brochures, flyers, posters, and promotional postcards or mailers. The State shall provide the kidcentral tn logo. The State may instruct the Vendor to apply the full kidcentral tn brand to certain materials, using designed templates provided by the State. The kidcentral tn logo requirement does not apply to materials that have already been printed or designed, nor does it apply to materials that originate from the federal government, national organizations, or other groups where the Vendor serves as a pass-through of those materials. Further, the kidcentral tn logo and brand should not be applied to individualized correspondence or individualized materials which are intended for a single family or professional and should not be applied to materials where the subject is purely administrative, such as materials about rules, sanctions, regulations, or enforcement.

This Exhibit 1 shall serve as the description of services and maximum rates.

Alcohol and Drug Addiction Treatment - Indigent Supervised Probation Offenders Treatment (ADAT-SPOT)
Authorized Service and Maximum Rate Schedule
State Fiscal Year 2017
Effective July 1, 2016 - June 30, 2017

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

	Service	Maximum Rate
X	**Assessment**. This is a clinical assessment to determine appropriate treatment services for eligible ADAT-DUI program consumers. At the minimum this must include an Addiction Severity Index (ASI) to determine problem severity. American Society of Addiction Medicine Patient Placement Criteria, Second Edition, Revised (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&D) personnel as defined by state licensure (staff in licensed A&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.	$50 per assessment
X	**Adult Outpatient Services / Group / American Society of Addiction Medicine (ASAM) Level 1** 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, 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.	$25 per person per ninety (90) minute session
X	**Adult Outpatient Services / Individual / ASAM Level 1** 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, group 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 consumer is valid. A valid individual session must be a minimum of fifty (50) minutes, excluding administrative time.	$50 per fifty (50) minute session

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	Service	Maximum Rate
X	**Adult Intensive Outpatient Services / ASAM Level II.1** 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 consumer needs; must meet a minimum of three (3) days per week with "per day" defined as three (3) hours of treatment services, with a maximum weekly billing of six (6) days. Group size must be a minimum of six (6) consumers and no more than twelve (12) consumers 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 outpatient setting. An intensive outpatient service is operated to provide the consumer with an intensive and ongoing treatment program designed to assist the consumer 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. Services must meet ASAM-PPC-2R patient placement criteria and may only be provided by Tennessee licensed treatment providers.	$55 per day
	Adult Intensive Outpatient Services / ASAM Level II.1 with Supportive Housing Component - a structured supportive housing component that is required to support the consumer during his or her treatment and **must** be provided in conjunction with Adult Intensive Outpatient Services (ASAM Level II.1). 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. All local housing codes must be met, TDMHSAS licensure rules (if applicable) must be met, and adequate liability insurance is required. The staff providing the supportive housing service must be trained and qualified according to the agency's governing body. The Adult Intensive Outpatient Services / ASAM Level II.1 nonresidential treatment program that **must** be provided in conjunction with the supportive housing is described above.	$75.00 per day maximum on days when IOP services are provided ($55 for IOP + $20 for Supportive Housing) $20.00 per day maximum for Supportive Housing on days when there are no IOP services provided Maximum of forty-five (45) days of service at this level of care

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	Service	Maximum Rate
	Adult Clinically-Managed Low-Intensity Residential Rehabilitation Services (Halfway House) / ASAM Level III.1 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. 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.	$50.00 per day for a maximum of sixty (60) days
	Adult Clinically-Managed Medium-Intensity Residential Rehabilitation Services / ASAM Level III.3 which provide a structured residential treatment program treating individuals with a primary or secondary alcohol or other drug abuse or dependency diagnosis who need less-intense, slower-paced, and longer term treatment. Services include provision of individual therapy, group therapy, family therapy or any combination of such counseling services and are designed to restore the severely dysfunctional alcohol and/or drug dependent person to levels of functioning appropriate to that individual. 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. 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 <u>not</u> considered as lectures or seminars. Clinical judgment determines which level of care is needed and how and when an individual moves from one level to another based on ASI, ASAM, the treatment plan, and progress of the individual in treatment. **Enrollment in services at this level (ASAM III.3) <u>must</u> be pre-certified by TDMHSAS with supporting clinical documentation showing the need for this level (ASAM III.3).**	$110 per day

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	Service	Maximum Rate
	Adult Clinically-Managed High-Intensity Residential Rehabilitation Services / ASAM Level III.5 which provide a structured residential treatment program treating individuals with a primary or secondary alcohol or other drug abuse or dependency diagnosis who need more-intense, faster-paced, and shorter term treatment. Services include provision of individual therapy, group therapy, family therapy or any combination of such counseling services and are designed to restore the severely dysfunctional alcohol and/or drug dependent person to levels of functioning appropriate to that individual. 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. 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. Clinical judgment determines which level is needed and how and when an individual moves from one level to another based on ASI, ASAM, the treatment plan, and progress of the individual in treatment. **Enrollment in services at this level (ASAM III.5) <u>must</u> be pre-certified by TDMHSAS with supporting clinical documentation showing the need for this level (ASAM III.5).**	$130 per day

Trey King

From: Ben Yarbrough [Ben.Yarbrough@tn.gov]
Sent: Tuesday, June 07, 2016 10:11 AM
Cc: David W. Linens; Ellen L. Abbott
Subject: SPOT for FY 2017

Good Morning.

For those who have been waiting on SPOT contracts, fear not – they are coming later today or tomorrow. However, for those who have yet to hear the news, I need to inform you in advance.

For a couple of years, at the provider meetings, Ellen has been warning that SPOT is running dangerously low on funding. This year, my SPOT budget has been greatly reduced. SPOT WILL STILL EXIST AS IT DOES NOW, despite the rumors that are swirling around. However, all providers will see cuts in their SPOT budget. Some agencies will see cuts of greater than half of their budget.

Note that for those of you who participate in ADAT, this does not affect ADAT at all.

If you have any questions about the amounts listed in your ATV when you get it, please contact your program person (David Linens for CTC, myself for ADAT and SPOT).

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