



GOVERNMENTAL GRANT CONTRACT

(cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities)

Begin Date July 1, 2015	End Date June 30, 2016	Agency Tracking # No Longer Used	Edison ID		
Grantee Legal Entity Name Rutherford County Government			Edison Vendor ID 41		
Subrecipient or Contractor <input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Contractor		CFDA # N/A			
		Grantee's Fiscal Year End June			
Service Caption (one line only) Tennessee Certified Recovery Court Program at the Rutherford County Drug Court					
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Governmental Grant Contract Amount
2016	\$107,500.00				\$107,500.00
TOTAL:	\$107,500.00				\$107,500.00
Grantee Selection Process Summary					
<input checked="" type="checkbox"/> Competitive Selection		Grantees are selected in accordance with state policy, department duties, department powers, and commissioner duties and powers as related to serving as the state's mental health and substance abuse authority responsible for planning for and promoting the availability of a comprehensive array of high quality prevention, early intervention, treatment, and habilitation services and supports that meets the needs of service recipients in a community-based, family-oriented system.			
<input type="checkbox"/> Non-competitive Selection					
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.				<i>CPO USE - GG</i>	
Speed Chart (optional)		Account Code (optional)			

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

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

Grantee Edison Vendor ID # 41

A. SCOPE OF SERVICES AND DELIVERABLES:

A.1. The Grantee shall provide the Scope of Services and Deliverables ("Scope") as required, described, and detailed in this Governmental Grant Contract.

A.2. Service Definitions:

- a. The Tennessee Certified Recovery Court Program (TCRCP), formerly the Tennessee Certified Drug Court Program (TCDCP), established by the Tennessee Drug Treatment Act of 2003 (Tennessee Public Chapter No. 335, codified at Tennessee Code Annotated (TCA) Title 16, Chapter 22), enables the establishment of adult and juvenile drug court programs (now recovery court programs) and requires that drug court treatment services are provided to non-violent offenders under the national standards of Ten (10) Key Components outlined in Section A.2.e.
- b. Participation by defendants in any of the recovery court programs under the TCRCP is voluntary. Services to be provided by the recovery court programs under the TCRCP include intensive court supervision; mandatory drug testing; substance abuse treatment services; and other social services as an alternative to adjudication or incarceration.
- c. A certified recovery court is required to provide treatment to eligible TCRCP participants. Any substance abuse treatment services must be provided by appropriately licensed and certified personnel approved by the State. Such treatment may be provided 1) in-house under an appropriate facility license issued to the certified recovery court; 2) by licensed and certified staff providing these services for the certified recovery court; or 3) by licensed and certified community treatment providers providing these services to the TCRCP participants at the direction of the certified recovery court.
- d. "Recovery Courts", for purposes of this Governmental Grant Contract, are specialized courts or court calendars that incorporate intensive judicial supervision; treatment services; sanctions; and incentives to address the needs of non-violent offenders with addiction and/or co-occurring mental health disorders. A recovery court team, composed of the judge; prosecutor; defense attorney; recovery court coordinator; probation officer; treatment providers; and other program staff, works in concert to ensure that defendants have the support of the justice system and treatment services to address their substance abuse problems and mental health needs.
- e. Ten (10) Key Components are the basic elements that define a Drug Court. Comprehensive information regarding these components can be found at the website of the National Association of Drug Court Professionals (<http://www.nadcp.org>). The Ten (10) Key Components include:
 - (1) Drug Courts integrate alcohol and other treatment services with justice system case processing;

- (2) Using a non-adversarial approach, prosecution and defense counsel promote public safety while protecting participants' due process rights;
 - (3) Eligible participants are identified early and promptly placed in the Drug Court program;
 - (4) Drug Courts provide access to a continuum of alcohol, drug, and other related treatment and rehabilitation services;
 - (5) Abstinence is monitored by frequent alcohol and other drug testing;
 - (6) A coordinated strategy governs Drug Court responses to participants' compliance;
 - (7) Ongoing judicial interaction with each Drug Court participant is essential;
 - (8) Monitoring and evaluation measure the achievement of program goals and gauge effectiveness;
 - (9) Continuing interdisciplinary education promotes effective Drug Court planning, implementation, and operations; and
 - (10) Forging partnerships among Drug Courts, public agencies, and community-based organizations generates local support and enhances Drug Court program effectiveness.
- f. "Gatekeeper", for purposes of this Governmental Grant Contract **if** the service(s) being provided under this Governmental Grant Contract 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 Grantee to create program profile(s) in the designated state services directory at www.kidcentraltn.com; 3) review, approve, and publish the program profile(s) created by the Grantee; and 4) monitor update activity related to the program profile(s) created by the Grantee.

A.3. Service Recipients:

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

A.4. Service Goals:

- a. To reduce the use of jail and prison beds and other correctional services by non-violent, chemically dependent offenders by diverting them to rehabilitative programs.
- b. To reduce incidences of drug use and drug addiction among offenders.
- c. To reduce crimes committed as a result of drug use and addiction.
- d. To promote public safety through the reductions listed in Sections A.4.a. through A.4.c.
- e. To increase the personal, familial, and societal accountability of offenders.
- f. To promote effective interaction and the use of resources among local criminal justice agencies and community agencies.

A.5. Structure:

- a. The Grantee shall maintain a written program description to include: 1) projected number of participants to be served by a recovery court program under the TCRCP; 2) specific goals of the recovery court program under the TCRCP; 3) objectives of the recovery court program under the TCRCP; and 4) identification of the process and the risk and needs assessment tool to be utilized. This written program description must be maintained and be made available upon request of the State.
- b. The Grantee shall be, and ensure that each treatment provider is, structured and organizationally linked to a governing body as prescribed by the State.
- c. The Grantee shall develop, implement, and maintain written organized program policies and procedures; and create and maintain a written Policies and Procedures Manual. The Policies and Procedures Manual shall be available upon request of the State and shall minimally include policies and procedures on the following:
 - (1) The Ten (10) Key Components as identified in Section A.2.;
 - (2) Title VI of the Civil Rights Act of 1964, including posting legal notices of non-discrimination in accordance with this Governmental Grant Contract (see also Section A.5.i);
 - (3) Staffing and personnel requirements, to include full job descriptions, job requirements, credentials, licensure, education, and so on;
 - (4) Drug Free Workplace; and
 - (5) Notifying the State's Office of Consumer Affairs of any complaints lodged against the Grantee. Documentation must include how to lodge a complaint; who to notify in the event of a complaint; and assistance in investigation of a complaint as necessary.
- d. If the Grantee is not a certified recovery court program, the Grantee shall submit the State's Recovery Court Certification Application within six (6) months of the start of this Governmental Grant Contract and shall be approved as a Tennessee Certified Recovery Court Program within twelve (12) months of the start of this Governmental Grant Contract.
- e. The Grantee shall ensure that the Recovery Court Team members attend and participate in the National Drug Court Planning Initiative Training or other training events as prescribed by the State.
- f. The Grantee shall, and ensure that each treatment provider shall, create and maintain a file on each of the TCRCP participants to be served through a recovery court program under the TCRCP as prescribed by the State. For an explanation about who provides treatment services, see Section A.2.c.
- g. The Grantee shall, and ensure that each treatment provider shall, only provide treatment services approved by the State, and that any services to be provided are provided by appropriately licensed and certified personnel.
- h. The Grantee shall, and ensure that each treatment provider shall, meet and agrees to comply with all program requirements, licensure requirements (facility and personnel), and reporting requirements adopted by the State, and in accordance with State and Federal laws, rules, and regulations governing treatment programs funded in whole or in part under this Governmental Grant Contract.

- i. Title VI Compliance. In accordance with Section D.10. of this Governmental Grant Contract; 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 Grantee shall comply with Title VI (also referred to as Nondiscrimination) and show compliance by all of the following:
- (1) Annually provide the State with the name and contact information of the Grantee's Title VI Coordinator.
 - (2) Ensure that the Grantee's Policies and Procedures Manual contains a section on Title VI that includes information on the following:
 - i. Filing a complaint;
 - ii. Investigations;
 - iii. Report of findings;
 - iv. Hearings and Appeal Process;
 - v. Description of the Title VI Training Program; and
 - vi. A Limited English Proficiency (LEP) procedure.
 - (3) 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 upon request of the State. 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.
 - (4) Annually complete and submit to the State a Title VI self-survey. The self-survey shall be supplied to the Grantee 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.
- j. Annual Report and Audit - Sanctions and Possible Sanctions for Noncompliance. If the Grantee meets the requirements of Sections D.18. and D.19. of this Governmental Grant Contract, pursuant to and in accordance with the federal requirements of the Office of Management and Budget's (OMB's) Circular A-133, or subsequent publication, in addition to the State requirements described in Sections D.18. and D.19., the State is required to:
- (1) When the Governmental Grant Contract is funded in whole or in part with federal funds: In cases of continued inability or unwillingness to have an audit conducted in accordance with the federal requirements, Federal agencies and pass-through entities shall take appropriate action using sanctions such as:
 - i. Withholding a percentage of Federal awards until the audit is completed satisfactorily;
 - ii. Withholding or disallowing overhead costs;
 - iii. Suspending Federal awards until the audit is conducted; or
 - iv. Terminating the Federal award; and
 - (2) When the Governmental Grant Contract is funded with only State funds: In cases of continued inability or unwillingness to have an audit conducted in accordance with Sections D.18. and D.19., the State shall consider taking appropriate action using sanctions such as:
 - i. Withholding a percentage of payments until the audit is completed satisfactorily;

- ii. Withholding or disallowing administrative costs (Indirect Costs, Line 22 of the Governmental Grant Budget, Attachment 1);
 - iii. Suspending Governmental Grant Contracts until the audit is completed; or
 - iv. Terminating the Governmental Grant Contract.
- k. Monitoring. In accordance with Section D.16., the State shall conduct program monitoring as follows:
- (1) State monitors shall notify the Grantee of their arrival, prior to site visit inception. The Grantee shall make available all relevant personnel on the appointed day and at the scheduled time chosen by the State, unless otherwise arranged with the State. Deviations from the proposed site visit date must be approved by the State no later than two (2) weeks prior to the site visit date.
 - (2) The Grantee shall comply with any and all requests for information as issued by the State and is required to have all information slated for review, present and ready for review on the appointed day and at the scheduled time of the review. All requested information is to be prepared as specified by the State.
 - (3) Following the monitoring visit or desk review, the Grantee shall receive a Monitoring Report. If the Monitoring Report indicates that the Grantee has incurred reportable findings, the Grantee shall be required to submit a Corrective Action Plan (CAP) for the State's approval. The CAP must include the date issued, the signature of the preparer, and must address each reportable finding listed in the Monitoring Report. The CAP must also include corrective action to be implemented, person responsible for implementing corrective action, and the CAP implementation date.
 - (4) Grantee correspondence concerning the CAP may be submitted to the State in hard copy or electronically, as an attachment, via electronic mail (e-mail), and must include a cover letter on Grantee letterhead, and must conform to the State-approved format, and must be submitted within the timeframe specified by the State. No facsimile CAP information will be accepted.
 - (5) If the CAP is satisfactory, the Grantee shall receive a CAP Approval Letter from the State. If the CAP is unsatisfactory, the Grantee shall receive a CAP Disapproval Letter requesting amendment and resubmission to the State. After the CAP is approved, the State shall conduct a follow-up site visit within sixty (60) days after the approval of the CAP. It is expressly understood and agreed the obligations set forth in this section shall survive the termination of this Governmental Grant Contract as specifically indicated herein.
- l. kidcentraltn.com. **If** the services being provided under this Governmental Grant Contract are appropriate for inclusion in the state services directory located at www.kidcentraltn.com, the Grantee shall meet the following additional requirements:
- (1) Program Profile(s) at, and linking to, www.kidcentraltn.com. The Grantee shall, under the guidance of the Gatekeeper, defined in Section A.2., create and maintain agency program profile(s) in the designated state services directory located at www.kidcentraltn.com. The Grantee may have more than one service which is appropriate for the state services directory located at www.kidcentraltn.com. The Gatekeeper, defined in Section A.2., will provide instructions for which services should be included in the state services directory located at www.kidcentraltn.com. Further, the Grantee 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 in Section A.2., shall monitor the agency program profile(s) for update activity. If the Grantee has a website, Grantee's website must link to the www.kidcentraltn.com website from an appropriate section of Grantee's website. If the Grantee 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.

- (2) Use of the kidcentral tn logo and brand. If the Grantee 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 Grantee 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 Grantee 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 Grantee 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.

A.6. Process:

- a. The Grantee shall continue to develop and maintain working relationships with the statewide criminal justice system, community services, mental health services providers, and alcohol and drug treatment services providers.
- b. The Grantee shall identify and assess, using a validated risk and needs assessment tool, each referral for the purpose of determining admission, treatment planning and community support needs.
- c. The Grantee shall coordinate referrals, linkage, and aftercare services and a plan for the TCRCP participants upon completion of a drug court program under the TCRCP.
- d. The Grantee shall input service recipient service contact data, and ensure that each treatment provider shall input appropriate service recipient treatment data, into the State's data system. It is expressly understood and agreed the obligations set forth in this section shall survive the termination of this Governmental Grant Contract as specifically indicated herein. The service recipient service contact data shall also describe the progress or lack of progress towards the goals of the TCRCP participants and any changes in the treatment and other drug court program plans for each individual TCRCP participant.
- e. The Grantee shall, and ensure that each treatment provider shall, ensure that all staff having access to the State's data system sign the State's Authorized User Agreement. Further, the Grantee shall, and ensure that each treatment provider shall, maintain copies of all signed Agreements and make them available upon request of the State.
- f. The Grantee shall, and ensure that each treatment provider shall, attend and participate in meetings, conference calls, and trainings, including trainings on the use of the State's data system as scheduled and required by the State.

A.7. Outcome – Access:

A recovery court program under the TCRCP shall be accessible to those identified in Section A.3.

A.8. Outcome – Capacity:

A recovery court program under the TCRCP shall serve the number of participants identified in Section A.5.a.

A.9. Outcome – Effectiveness:

- a. The data input into the State's data system will show the effectiveness of recovery court programs under the TCRCP by showing a reduction in recidivism for the persons who are receiving treatment services in a recovery court program under the TCRCP.
- b. The data input into the State's data system will also show the effectiveness of recovery court programs under the TCRCP by showing a reduction in the re-arrest or reconviction rates among persons who are receiving treatment services in a recovery court program under the TCRCP.
- c. Effectiveness will also be shown by recovery court participants having access to quality, evidence-based co-occurring treatment services, recovery services, and community resources that meet their individual needs as indicated in their individual program plan and a risk and needs assessment.
- d. Recovery court participants will exhibit improved familial and societal involvement and accountability.
- e. Recovery court participants will gain educational knowledge and/or employment.
- f. Recovery courts will increase the rate of retention of those individuals participating in a recovery court program under the TCRCP.
- g. Data will also show an increase in the percentage of participants who successfully complete and graduate from a recovery court program under the TCRCP.

B. TERM OF CONTRACT:

This Governmental Grant Contract shall be effective on July 1, 2015 (“Effective Date”) and extend for a period of twelve (12) months after the Effective Date, thereby ending on June 30, 2016 (“Term”). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Governmental Grant Contract exceed One Hundred Seven Thousand Five Hundred Dollars (\$107,500.00) (“Maximum Liability”). The Governmental Grant Contract Budget, attached and incorporated as Attachment 1 is the maximum amount due the Grantee under this Governmental Grant Contract. The Governmental Grant Contract Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.
- C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Governmental Grant Contract Budget amounts are firm for the duration of the Governmental Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.

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

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

- a. Each invoice, using the form supplied by the State without making any changes without prior approval of the State's Office of Fiscal Services, shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly):
- (1) Invoice/Reference Number (assigned by the Grantee);
 - (2) Invoice Date;
 - (3) Invoice Period (to which the reimbursement request is applicable);
 - (4) Governmental Grant Contract Number (Edison ID Number; assigned by the State);
 - (5) Grantor: Department of Mental Health and Substance Abuse Services, Division of Substance Abuse Services;
 - (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor);
 - (7) Grantee Name;
 - (8) Grantee Tennessee Edison Registration ID Number (also known as Edison Vendor ID Number) Referenced in Preamble of this Governmental Grant Contract and Grantee Federal ID Number (FEIN);
 - (9) Grantee Remittance Address;
 - (10) Grantee Contact for Invoice Questions (name, phone, electronic mail, and fax); and
 - (11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:
 - i. The amount requested by Governmental Grant Contract Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice);
 - ii. The amount reimbursed by Governmental Grant Contract Budget line-item to date;
 - iii. The total amount reimbursed under the Governmental Grant Contract to date; and
 - iv. The total amount requested (all line-items) for the Invoice Period.
- b. The Grantee understands and agrees to all of the following:
- (1) An invoice under this Governmental Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Governmental Grant Contract and shall be subject to the Governmental Grant Contract Budget and any other

provision of this Governmental Grant Contract relating to allowable reimbursements;

- (2) An invoice under this Governmental Grant Contract shall not include any reimbursement request for future expenditures; and
- (3) An invoice under this Governmental Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this Section C.5.

- C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Governmental Grant Contract shall adhere to the Governmental Grant Contract Budget. The Grantee may vary from a Governmental Grant Contract Budget line-item amount by up to fifteen percent (15%) of the line-item amount, provided that any increase is off-set by an equal reduction of other line-item amount(s) such that the net result of variances shall not increase the total Governmental Grant Contract amount detailed by the Governmental Grant Contract Budget. Any increase in the Governmental Grant Contract Budget, grand total amounts shall require an amendment of this Governmental Grant Contract.
- C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit quarterly grant disbursement reports within thirty (30) days following September 30, December 31, March 31, and a final invoice and grant disbursement reconciliation report within forty-five (45) days of the Governmental Grant Contract end date and in form and substance acceptable to the State.
- a. If total disbursements by the State pursuant to this Governmental Grant Contract exceed the amounts permitted by the Section C., payment terms and conditions of this Governmental Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.
 - b. The State shall not be responsible for the payment of any invoice submitted to the State after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
 - c. The Grantee's failure to provide a final grant disbursement reconciliation report to the State as required by this Governmental Grant Contract shall result in the Grantee being deemed ineligible for reimbursement under this Governmental Grant Contract, and the Grantee shall be required to refund any and all payments by the State pursuant to this Governmental Grant Contract.
 - d. The Grantee must close out its accounting records at the end of the Term in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Governmental Grant Contract Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.
- C.9. Cost Allocation. If any part of the costs to be reimbursed under this Governmental Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the Term.

- C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.
- C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Governmental Grant Contract, to constitute unallowable costs.
- C.12. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Governmental Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.
- C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Governmental Grant Contract until the State has received the following documentation properly completed:
- a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. The State will pay via ACH Credits.
 - b. The Grantee shall complete, sign, and return to the State a "Substitute W-9 Form" provided by the State. The Grantee taxpayer identification number must agree with the Federal Employer Identification Number or Social Security Number referenced in this Governmental Grant Contract or the Grantee's Tennessee Edison Registration Number (also known as Edison Vendor ID Number).

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Governmental Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Governmental Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. This Governmental Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Governmental Grant Contract and, depending upon the specifics of the Governmental Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The State may terminate this Governmental Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Governmental Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.
- D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Governmental Grant Contract, or if the Grantee violates any terms of this Governmental Grant Contract, the State shall have the right to immediately terminate this Governmental Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Governmental Grant Contract

for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Governmental Grant Contract by the Grantee.

- D.5. Subcontracting. The Grantee shall not assign this Governmental Grant Contract or enter into a subcontract for any of the services performed under this Governmental Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Governmental Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.
- D.6. Conflicts of Interest. The Grantee warrants that no part of the total Governmental Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Governmental Grant Contract.
- D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
 - c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

The State:

Ellen L. Abbott, Director, Office of Criminal Justice Services
 Division of Substance Abuse Services
 Tennessee Department of Mental Health and Substance Abuse Services
 Andrew Jackson Building, 5th Floor
 500 Deaderick Street
 Nashville, TN 37243
 Email Address: ellen.l.abbott@tn.gov

Telephone: (615) 253-7837
 Fax: (615) 532-2419

The Grantee:

Ernest Burgess, Mayor
 c/o Trey King
 Rutherford County Government
 Rutherford County Drug Court
 1 Public Square, Suite 101
 Historic Courthouse
 Room 101 County Courthouse
 Murfreesboro, TN 37130
 Email Address: eburgess@rutherfordcountyttn.gov , tking@rutherfordcountyttn.gov
 Telephone: (615) 217-7124
 Fax: None

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

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

- D.9. Subject to Funds Availability. This Governmental Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Governmental Grant Contract upon written notice to the Grantee. The State's right to terminate this Governmental Grant Contract due to lack of funds is not a breach of this Governmental Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Governmental Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.10. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Governmental Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.11. HIPAA Compliance. The State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Governmental Grant Contract.
- a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Governmental Grant Contract.
 - b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Governmental Grant Contract so that both parties will be in compliance with the Privacy Rules.

- c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Governmental Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.

- D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Governmental Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:

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

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

- D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Governmental Grant Contract shall include the statement, "This project is funded by the Tennessee Department of Mental Health and Substance Abuse Services." All notices by the Grantee in relation to this Governmental Grant Contract shall be approved by the State.
- D.14. Licensure. The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.
- D.15. Records. The Grantee (and any approved subcontractor) shall maintain documentation for all charges under this Governmental Grant Contract. The books, records, and documents of the Grantee (and any approved subcontractor), insofar as they relate to work performed or money received under this Governmental Grant Contract, shall be maintained in accordance with Tennessee Code Annotated §§ 10-7-404 or 10-7-702, as appropriate. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

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

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

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

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

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

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

- D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Governmental Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency and the Department of Finance and Administration ("F&A"). Send electronic copies of annual and final reports to F&A at faudit@tn.gov. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Governmental Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Governmental Grant Contract.
- D.19. Audit Report. When the Grantee has received Seven Hundred Fifty Thousand Dollars (\$750,000.00) or more in aggregate federal and state funding for all of its programs within the Grantee's fiscal year, the Grantee shall provide audited financial statements to the Tennessee Comptroller of the Treasury. The Grantee may, with the prior approval of the Comptroller of the Treasury, engage a licensed independent public accountant to perform the audit. The audit contract between the Grantee and the licensed independent public accountant shall be on a contract form prescribed by the Tennessee Comptroller of the Treasury. When an audit is required under this Section, the audit shall be performed in accordance with U.S. Office of Management and Budget's Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards.

The Grantee shall be responsible for reimbursing the Tennessee Comptroller of the Treasury for any costs of an audit prepared by the Tennessee Comptroller of the Treasury.

The Grantee shall be responsible for payment of fees for an audit prepared by a licensed independent public accountant. Payment of the audit fees for the licensed independent public accountant by the Grantee shall be subject to the provision relating to such fees contained within this Governmental Grant Contract. Copies of such audit reports shall be provided to the designated cognizant state agency, the Grantor State Agency, the Tennessee Comptroller of the Treasury, the Central Procurement Office, and the Commissioner of Finance and Administration.

The State may reimburse the Grantee for a reasonably proportionate share of the costs of audit required by and performed in accordance with the "Single Audit Act Amendments of 1996" as provided in 2 C.F.R. § 200.425.

Audit reports shall be made available to the public.

- D.20. Procurement. If other terms of this Governmental Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, motor vehicles, or contracted services, procurements by the Grantee shall be competitive where practicable. For any procurement for which reimbursement is paid under this Governmental Grant Contract, the Grantee shall document the competitive procurement method. In each instance where it is determined that use of a competitive procurement method is not practicable, supporting documentation shall include a written justification for the decision and for the use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.318 through 200.326 when procuring property and services under a federal award.

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

- D.21. Strict Performance. Failure by any party to this Governmental Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Governmental Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Governmental Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.
- D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Governmental Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Governmental Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- D.23. State Liability. The State shall have no liability except as specifically provided in this Governmental Grant Contract.
- D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the Party except to the extent that the non-performing Party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing Party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either Party from its obligations under this Governmental Grant Contract. Except as set forth in this Section, any failure or delay by a Party in the performance of its obligations under this Governmental Grant Contract arising from a Force Majeure Event is not a default under this Governmental Grant Contract or grounds for termination. The non-performing Party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the Party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting the Grantee's representatives, suppliers, subcontractors, customers or business apart from this Governmental Grant Contract is not a Force Majeure Event under this Governmental Grant Contract. The Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in the Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to the Grantee: (a) cease payment of the fees until the Grantee resumes performance of the affected obligations; or (b) immediately terminate this Governmental Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. The Grantee will not increase its charges under this Governmental Grant Contract or charge the State any fees other than those provided for in this Governmental Grant Contract as the result of a Force Majeure Event.

- D.25. Tennessee Department of Revenue Registration. The Grantee shall be registered with the Tennessee Department of Revenue for the collection of Tennessee sales and use tax. This registration requirement is a material provision of this Governmental Grant Contract.
- D.26. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Governmental Grant Contract.
- D.27. No Acquisition of Equipment or Motor Vehicles. This Governmental Grant Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under this Governmental Grant Contract.
- D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Governmental Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl
- D.29. Governing Law. This Governmental Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Governmental Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-407.
- D.30. Completeness. This Governmental Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Governmental Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.
- D.31. Severability. If any terms and conditions of this Governmental Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Governmental Grant Contract are declared severable.
- D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Governmental Grant Contract.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Governmental Grant Contract, the special terms and conditions shall be subordinate to the Governmental Grant Contract's other terms and conditions.
- E.2. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
 - b. have not within a three (3) year period preceding this Governmental Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery,

falsification, or destruction of records, making false statements, or receiving stolen property;

- c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
- d. have not within a three (3) year period preceding this Governmental Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

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

- E.3. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Grantee by the State or acquired by the Grantee on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Grantee due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Grantee shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

The obligations set forth in this Section shall survive the termination of this Governmental Grant Contract.

- E.4. Printing Authorization. The Grantee agrees that no publication coming within the jurisdiction of Tenn. Code Ann. § 12-7-101, *et seq.*, shall be printed pursuant to this Governmental Grant Contract unless a printing authorization number has been obtained and affixed as required by Tenn. Code Ann. § 12-7-103(d).
- E.5. Environmental Tobacco Smoke. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the "Children's Act for Clean Indoor Air of 1995," Tenn. Code Ann. §§ 39-17-1601 through 1606, the Grantee shall prohibit smoking of tobacco products within any indoor premises in which services are provided to individuals under the age of eighteen (18) years. The Grantee shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this Governmental Grant Contract.
- E.6. Drug-Free Workplace. The Grantee shall provide a drug-free workplace pursuant to the "Drug-Free Workplace Act", 41 U.S.C. §§ 8101 through 8106, and its accompanying regulations.
- E.7. Transfer of Grantee's Obligations. The Grantee shall not transfer or restructure its operations related to this Governmental Grant Contract without the prior written approval of the State. The Grantee shall immediately notify the State in writing of a proposed transfer or restructuring of its operations related to this Governmental Grant Contract. The State reserves the right to request additional information or impose additional terms and conditions before approving a proposed transfer or restructuring.
- E.8. Rule 2 Compliance. The State and the Grantee shall comply with obligations under Rule 2 of the Confidentiality of Alcohol and Drug Abuse Patient Records, and its accompanying regulations as codified at 42 C.F.R. §§ 2.1 *et seq.*
- a. The Grantee warrants to the State that it is familiar with the requirements of Rule 2 of the Confidentiality of Alcohol and Drug Abuse Patient Records, and its accompanying

regulations, and will comply with all applicable requirements in the course of this Governmental Grant Contract.

- b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by Rule 2 of the Confidentiality of Alcohol and Drug Abuse Patient Records, and its regulations, in the course of performance of the Governmental Grant Contract so that both parties will be in compliance with Rule 2 of the Confidentiality of Alcohol and Drug Abuse Patient Records.
- c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by Rule 2 of the Confidentiality of Alcohol and Drug Abuse Patient Records, and that are reasonably necessary to keep the State and the Grantee in compliance with Rule 2 of the Confidentiality of Alcohol and Drug Abuse Patient Records. This provision shall not apply if information received by the State under this Governmental Grant Contract is NOT "protected health information" as defined by Rule 2 of the Confidentiality of Alcohol and Drug Abuse Patient Records, or if Rule 2 of the Confidentiality of Alcohol and Drug Abuse Patient Records permits the State to receive such information without entering into a business associate agreement or signing another such document.

E.9. Professional Practice. The Grantee 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, Grantee'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 Governmental Grant Contract.

E.10. Additional Subcontracting Requirements. If subcontracts are approved by the State, they shall contain, in addition to those sections identified in D.5., sections on "Licensure", "Environmental Tobacco Smoke", "Confidentiality of Records", "HIPAA Compliance", and "Rule 2 Compliance" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall be the prime contractor and shall be responsible for all work performed.

FOR THE PROVISION OF THE TENNESSEE CERTIFIED RECOVERY COURT PROGRAM AT THE RUTHERFORD COUNTY DRUG COURT:

IN WITNESS WHEREOF,

RUTHERFORD COUNTY GOVERNMENT:

GRANTEE SIGNATURE

DATE

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF MENTAL HEALTH AND SUBSTANCE ABUSE SERVICES:

E. DOUGLAS VARNEY, COMMISSIONER

DATE

