



## GOVERNMENTAL GRANT CONTRACT

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

Begin Date July 1, 2022	End Date June 30, 2023	Agency Tracking # -	Edison ID		
Grantee Legal Entity Name			Edison Vendor ID		
Subrecipient or Recipient <input type="checkbox"/> Subrecipient <input type="checkbox"/> Recipient		CFDA # Grantee's fiscal year end			
Service Caption (one line only)					
<b>Funding —</b>					
FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
<b>TOTAL:</b>					
<b>Grantee Selection Process Summary</b>					
<input checked="" type="checkbox"/> Competitive Selection		RFGP			
<input type="checkbox"/> Non-competitive Selection					
<b>Budget Officer Confirmation:</b> 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.		CPO USE - GG			
Speed Chart (optional)	Account Code (optional)				

**GRANT CONTRACT**  
**BETWEEN THE STATE OF TENNESSEE,**  
**STATE AGENCY NAME**  
**AND**  
**GRANTEE NAME**

This grant contract ("Grant Contract"), by and between the State of Tennessee, State Agency Name, hereinafter referred to as the "State" or the "Grantor State Agency" and Grantee Legal Entity Name, hereinafter referred to as the "Grantee," is for the provision of Scope of Service Caption, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # Number

**A. SCOPE OF SERVICES AND DELIVERABLES:**

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

**A.2. Definitions**

**Abstinence-based Substance Use Treatment Program.** A complete cessation from substance use of any kind that assist with the effects of drug withdrawal.

**Accreditation.** The act of certifying a program or institution as meeting all official formal requirements of program excellence, facilitations, curriculum, and service offerings.

**Addiction Severity Index ("ASI").** An assessment tool used by psychologists, psychiatrists, and therapists to guide a person's substance abuse and provides a comprehensive overview of a person's addiction-related issues.

**Aftercare.** A plan to support someone in their early recovery, prevent relapse, and help them as they work toward their life goals. An aftercare plan includes activities, interventions, and resources to help a recovering person cope with triggers, stress, and cravings that they may face when treatment is over.

**American Society of Addiction Medicine ("ASAM").** A professional society representing physicians and associated professionals dedicated to increasing access and improving the quality of addiction treatment; educating physicians, other medical professionals and the public; supporting research and prevention; and promoting the appropriate role of physicians in the care of patients with addictions.

**Americans with Disabilities Act of 1990 ("ADA").** A federal civil rights law that prohibits discrimination against individuals with disabilities in areas of public life, including, jobs, schools, transportation, and all public and private places that are open to the general public.

**Annual Audits.** A formal method of checking financial records, programming fidelity, and operational procedures to identify any weaknesses and to aid in correcting identified problems. These types of audits are conducted on annual/ yearly basis.

**Assessment.** A direct assessment of an individual's behavioral health or substance use status, without the use of standardized test(s), to determine and/or recommend the need for behavioral health or substance abuse treatment.

**Bio-Psycho-Social Assessment.** An assessment conducted by clinical professionals which assesses for biological, psychological, and social factors that can be contributing factors to a problem or problems with an identified person.

**Certification**. An official document attesting to a status or level of achievement.

**Clinical Staff**. Licensed personnel, whether in the employ of the State or contractor, who are legally authorized by licensure, registration, or certification, to perform director or supportive healthcare service, mental health service or support or substance use program services and whose primary responsibility is to provide clinical services. Examples of clinical staff include, but are not limited to, physicians, mid-level providers, nursing assistances, psychologists, licensed social workers, licensed or certified alcohol and drug counselors (LADAC, ICRC-AODAC, NAADAC I, II, or Master-Level NAADAC certification), Licensed social workers (LCSW), licensed professional counselors (LPC), licensed psychological examiners (LPE), or licensed marriage and family therapists (MFT).

**Cognitive Behavioral Intervention Programming (“CBIP”)** Therapy and/or Evidence-Based Programming designed to reduce re-offense and resulting return to incarceration. The therapy/programming assumes that most people can become conscious of their own thoughts and behaviors and then make positive changes to them.

**Community Corrections**. An alternative to incarceration program for non-violent felony offenders and other felony offenders with designated “special needs” that could be best served in the community, rather than in a correctional institution.

**Contact Note**. A written narrative of interactions with offenders that is recorded in the Offender Management System.

**Continuing Education Unit (“CEU”)**. A measure used in continuing education programs to assist the designated professional to main their license in their profession.

**Co-Occurring Disorder**. A combination of two or more substance use disorders and mental health disorders identified in the Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition (DSM-5).

**Curriculum**. A set of courses constituting an area of specialization.

**Day Reporting Center (“DRC”)**. A facility providing services including but not limited to: behavioral health and substance use treatment, cognitive behavioral Evidence-Based Programming, employment readiness, and case management services.

**Drug Screening**. The collection and analysis of blood, urine, hair, or saliva to detect the presence of the chemicals and contaminants left behind in the body due to drug use.

**Evidence-Based Programming (Program)**. Programming as defined by the Department of Justice’s Office of Justice Programs and Tennessee Department of Correction Policy #513.12 to be demonstrated effective by causal evidence, generally obtained through high-quality outcome evaluations. The programming has been found effective in treatment of specific problems which leads to a lower rate of return to incarceration.

**Fire Marshal**. Division of the Tennessee Department of Commerce and Insurance committed to protecting the safety of Tennesseans and their property through fire prevention, education, codes enforcement, regulation, investigation, and law enforcement. The vendor must adhere to fire marshal regulations for room capacity when facilitating required programming.

**Forensic Social Worker (“FSW”)**. A social worker with a Master’s Degree in social work from an accredited college or university, who has specialized knowledge of screening, assessment, and referral processes for offenders who present mental health and/ or substance use problems and who are involved with the criminal justice system.

**Health Insurance Portability and Accountability Act of 1996 (HIPAA)**. A federal law that required the creation of national standards to protect sensitive patient health information from being disclosed without the patient's consent or knowledge. The US Department of Health and Human Services (HHS) issued the HIPAA Privacy Rule to implement the requirements of HIPAA. The HIPAA Security Rule protects a subset of information covered by the Privacy Rule.

**In-Service Training**. Yearly training courses offered by the State or contractor in accordance with State policy to enhance employee knowledge and skills.

**Intensive Outpatient Program (“IOP”)**. Treatment program used to address addictions, depression, eating disorders, and other dependencies that do not require detoxification or round-the-clock supervision.

**Lease**. A contract by which one party conveys land, property, services, etc. to another for a specified time, usually in return for a periodic payment.

**Limited English Proficient (“LEP”)**. An individual who does not speak English as their primary language and who have a limited ability to read, speak, write, or understand English.

**Licensed Clinical Social Worker (“LCSW”)**. A social worker trained in psychotherapy that helps individuals deal with a variety of mental health and daily living problems to improve overall functioning. A social worker usually has a master's degree in social work and has studied sociology, growth and development, mental health theory and practice, human behavior/social environment, psychology, research methods.

**Licensed Drug and Alcohol Counselor (“LADAC”)**. An individual licensed by the Tennessee Department of Health employed by the awarded Respondent who provides alcohol and drug abuse counseling services in an alcohol and drug abuse treatment program or a recovery support program, or any program providing alcohol and drug abuse services other than a private practice as dictated by Tennessee Code Annotated 68-24-606.

**Licensed Mental Health Professional (“LMHP”)**. A Licensed Psychiatrist, Advanced Practice Nurse (APN), Psychologist with health service provider designation; Senior Psychological Examiner; Licensed Clinical Social worker; or licensed professional counselor with health service provider designation. These individuals are employed by the awarded Respondent and shall meet all educational competency and licensure/certification criteria mandated by their regulatory boards.

**Licensed Professional Counselor (“LPC”)**. Counselors that are doctoral and master's-level mental health service providers, trained to work with individuals, families, and groups in treating mental, behavioral, and emotional problems and disorders that are employed by the awarded Respondent.

**Licensed Senior Psychological Examiner (“LSPE”)**. A senior psychological examiner employed by the awarded Respondent that renders to individuals or to the public health-related clinical activities or services involving the application of recognized principles, methods and procedures of the science and profession of psychology, such as interviewing or administering and interpreting tests of mental abilities, aptitudes, interests and personality characteristics, for such purposes as psychological evaluation or for educational or vocational selection, guidance or placement. The psychological examiner shall practice the following health-related clinical activities or services only under qualified supervision: overall personality appraisal or classification, personality counseling, psychotherapy, behavior analysis, or personality readjustment techniques.

**Medical Director.** A physician with a designated Medical Degree (M.D.) or Doctor of Osteopathic Medicine (D.O.) who shall have such responsibilities for assuring the continuity, availability and accessibility of health care services as shall be assigned. These responsibilities include, but are not limited to, monitoring the programs of quality assurance, utilization review and peer review; determining medical necessity; and determining where or not a treatment is experimental or investigational.

**Medically Assisted Treatment (“MAT”).** The use of medications in combination with counseling and behavioral therapies, which is effective in the treatment of opioid use disorders and can help some people to sustain recovery.

**Offender.** A person who having sentence of conviction for a felony offense and is being supervised in the community by the Tennessee Department of Correction.

**Offender Case Plan.** A plan that is developed collaboratively between an Offender and risk/needs (RNA) certified user, which is derived from the RNA scores, identifies programmatic needs based on treatment pathways, and establishes goals, that include action steps to address criminogenic needs of the Offender.

**Offender Management System (“OMS”).** The information system of record used by the Tennessee Department of Correction for management of felony offenders incarcerated or supervised by the Department.

**Offender Management System Code.** A short indicator related to a decode table that may signify a status or information within the OMS.

**Office of the Inspector General (“OIG”).** A division within TDOC which consists of Compliance, Contract Monitoring of Privately Managed Facilities, Contract Monitoring/Compliance, and departmental Risk Assessment/Mitigation.

**Occupational Safety and Health Administration (“OSHA”).** A large regulatory agency of the United States Department of Labor that has federal visitorial powers to inspect and examine workplaces.

**Parole.** The release of a prisoner to the community by the board of parole prior to the expiration of the offender's sentence. Release is subject to conditions imposed by the board of parole and supervision provided by the Department of Correction.

**Personal Identifiable Information (“PII”). Any** representation of information that permits the identity of an individual to whom the information applies to be reasonably inferred by either direct or indirect means. Information that identifies an individual to include but not be limited to name, address, social security number or other identifying number or code, telephone, number email address, etc.

**Policy.** A set of decisions, policies, and practices pertaining to the internal operation or actions of an agency or organization, as provided at Tenn. Code Ann. § 4-5-102.

**Pre-Employment Screening.** The process of investigating the backgrounds of potential employees to verify the accuracy of the applicant's claims as well as to discover any criminal history, workers compensation claims, or employer sanctions.

**Prison Rape Elimination Act (“PREA”).** Federal legislation enacted and signed by President George W. Bush in 2003 to prevent, detect, and respond to rapes, sexual assaults, and sexual harassment within correctional institutions in the United States.

**Probation.** The release by a court of a person found guilty of a crime without imprisonment, subject to conditions imposed by the court and subject to the supervision of the Department of Correction.

**Program Facilitator.** A qualified professional with license or under supervision of a licensed clinical professional working to execute specific program curriculum to a diverse group of participants and administering pre and post program curricula to determine a participant's success.

**Public Records Commission (“PRC”).** A commission designated by TCA Section 10-7-302 to determine and order the proper disposition of state records. Members of the PRC are the Secretary of State (chairman), State Treasurer, Comptroller of the Treasury, Director of Legal Services for the General Assembly, and the Commissioner of General Services. The State Archivist is a nonvoting member.

**Quality Assurance.** The maintenance of a desired level of quality in a product or service or product, especially by means of attention to every stage of the process delivery or production.

**Recidivism.** As defined in PC 1051, the percentage of convicted ~~misdemeanants~~ **felony Offenders** who are incarcerated in any state or local facility within three (3) years of the year in which they are released from incarceration from the recipients facility.

**Record Disposition Authorization (“RDA”).** An authorization signed by all members of the State's Public Records Commission which constitutes a department's legal authority to retain or dispose of the records named in the authorization in the manner prescribed by the authorization.

**Record Retention.** The safeguarding of important records that document decisions, policies, financial activities and internal controls.

**Registered Dietitian.** A food and nutrition expert who has met required criteria to earn the RDN credential.

**Relapse Prevention.** An included program within a client's treatment plan addressing how clients can refuse drugs and manage triggers for cravings.

**Relapse Prevention Counselor.** A licensed clinical professional who provides help to clients with addictions to identify stressors and triggers and develop coping mechanisms to avoid them altogether or handle them in a healthier manner.

**Residential Treatment Center.** A live-in health care facility therapy for substance use disorders, mental illness, or other behavioral problems.

**Sexual Offender.** A person who has been convicted in Tennessee of committing a sexual offense as defined in Tenn. Code Ann. § 40-39-202(20), or has another qualifying conviction as defined in Tenn. Code Ann. § 40-39-202(1).

**Staffing Pattern.** Each functional area by position, with an indication of shift assignment and number of days covered, relief factors, and total staffing.

**Staffing Plan.** Written plan created by the Contractor and approved in writing by the State indicating the staffing positions and number of Contractor employees needed in each position to perform the responsibilities specified in the Contract's Scope of Services.

**Standard of Supervision (“SOS”).** The type and frequency of activity or contact (face to face, home visits, drug testing, arrest record checks, monitoring special conditions, etc.) that an Officer

schedules on behalf of each offender, based on the respective case classification as defined in TDOC Policy #704.04, and as may be revised.

**Substance Use Disorder.** The recurrent use of alcohol and/or drug causes clinically significant impairment, including health problems, disability, and failure to meet major responsibilities at work, school, or home.

**Tennessee Department of Correction (“TDOC”).** State agency charged with operation of prisons and supervision of adult Offenders in prison and on Community Correction.

**Tennessee Department of Mental Health and Substance Abuse Services (“TDMHSAS”).** State agency charged with creating collaborative pathways to resiliency, recovery, and independence for Tennesseans living with mental illness and substance use disorders.

**Tennessee Health Related Boards.** A division of the Tennessee Department of Health that provides administrative support to the boards, committees, councils and one registry that are charged with the licensure and regulation of their respective health care professionals, as well as the Office of Consumer Right to Know. The mission of each board is to safeguard the health, safety and welfare of Tennesseans by requiring those who practice health care professions within this state to be qualified. The boards interpret the laws, rules and regulations to determine the appropriate standards of practice in an effort to ensure the highest degree of professional conduct. The boards are also responsible for the investigation of alleged violations of the Practice Act and rules and are responsible for the discipline of licensees who are found guilty of such violations. Board members, with few exceptions, are appointed by the Governor.

**Tennessee Occupational Safety and Health Administration (“TOSHA”).** A division of the Tennessee Department of Labor that works to improve occupational safety and health through enforcement of the general industry, construction and agricultural occupational safety and health standards in workplaces.

**Texas Christian University Drug Screen (“TCUD”).** A screening assessment based on the Diagnostic and Statistical Manual of Mental Disorders (DSM-5) that screens for mild to severe substance use disorder and is particularly useful when determining placement and level of care in treatment.

**Treatment Dosage.** A regimen as the manner in which healthcare related treatment is administered.

**Treatment Modality.** Also defined as a method of treatment, are the ways that a doctor or administrative health professional treats a patient with mental, emotional, personality disorder or dual diagnosis.

**Validated Risk Needs Assessment (RNA).** A Validated Risk/Needs Assessment is an instrument that utilizes motivational interaction and interview techniques to collect Offender-specific information to more accurately identify crime-producing attributes of each inmate/Offender/resident and to make more appropriate and productive recommendations for the inmate’s/Offender’s/resident’s level of programming. Awarded Contractor staff will have access to the results of the RNA.

- A.3. The Grantee or grantee subcontractor will provide State-approved Evidence-Based treatment programming for non-violent felony Offenders as part of an alternative to incarceration and as described in the Community-Based Treatment Services for Offenders Request for Grant Proposals (RFGP) that resulted in this agreement. Said Grantee proposal is incorporated hereto by reference. The resulting approved Evidence-Based treatment(s) shall include:

1. Day Reporting Center (“DRC”)

2. Intensive Outpatient Program ("IOP")
  3. Residential Treatment Center
- A.4. The Grantee shall comply with and perform all services, functions, and requirements detailed in the Grantee's proposal submitted in response to the TDOC Community-Based Treatment Services for Offenders RFGP that resulted in this agreement. Said Grantee proposal is incorporated hereto by reference.
- a. Incorporation of Additional Documents. Each of the following documents is included as a part of this Grant Contract by reference or attachment. In the event of a discrepancy or ambiguity regarding the Grantee's duties, responsibilities, and performance hereunder, these items shall govern in order of precedence below.
1. this Grant Contract document with any attachments or exhibits (excluding the items listed at subsections b. and c., below);
  2. the State grant proposal solicitation as may be amended, if any;
  3. the Grantee's proposal, incorporated either by reference or by attachment to elaborate supplementary scope of services specifications.
- A.5. The Grantee shall operate in accordance with the mandates of the Tennessee Community Corrections Act of 1985 incorporated hereto by reference, Community Corrections Administrative Regulations incorporated hereto by reference and the Community Corrections Program Standards referenced in Attachment Four as may be revised. Failure to comply with said Standards may be considered grounds for grant contract termination by the State.
- A.6. The Grantee shall operate in accordance with the State's Standards of Supervision ("SOS") as referenced in Attachment Four, as may be revised. The Grantee is not permitted to provide supervision only services under this grant contract. The Grantee or grantee subcontractor must provide a State-approved Evidence-Based treatment program. If the Grantee or grantee subcontractor elects to provide supervision services, the Grantee must provide a State-approved Evidence-Based treatment program in order to provide supervision services in accordance with the Community-Based Treatment Services for Offenders RFGP. If the Grantee elects to provide supervision services and fails to provide a State-approved Evidence-Based treatment program, the Grantee or grantee subcontractor shall be subject to grant contract termination by the State.
- A.7. **General Program Requirements**
- a. The Grantee shall review referrals of Offenders submitted to the identified treatment-based program prior to official placement. The Grantee shall only be in receipt of Offenders for treatment-based services who are eligible for State Probation under Tenn. Code Ann. §40-35-303 and under direct supervision of the Tennessee Department of Correction. In addition, the Grantee shall review the treatment-based services referrals for Offenders who are sentenced to Community Corrections and who meet the Community Corrections eligibility requirements as set forth in Tenn. Code Ann. §40-36-106 to be accepted into the identified treatment-based program.
- b. The Grantee shall work with the courts that seek to sentence participants to State-approved Community Corrections treatment-based programs under this grant contract. The Grantee should only accept the Offender(s) if they qualify for needs-based treatment service. Grantees who elect to offer supervision services in addition with treatment-based services should only accept Offender(s) for supervision with an identified and approved treatment-based need. If the Grantee is ordered by the Court to accept an offender for supervision services only or an offender who does not otherwise qualify for services as set forth in this Contract, then the Grantee

**will not receive funding for the supervision and/or treatment of these Offenders pursuant to this Contract.**

The Grantee shall only accept Offender(s) with assessed a need of moderate or high categories based upon the Validated Risk & Needs Assessment, the Texas Christian University Drug Screen ("TCUDS"), the Addiction Severity Index ("ASI"), the American Society of Addiction Medicine ("ASAM") placement criteria and other available assessments and screening tools as approved by the State in the following need areas:

1. Substance use disorder
  2. Mental Health
  3. Co-Occurring Disorder
- c. The FSW shall refer the Offender to the Grantee for assessment and determination of qualification for treatment prior to placement within a treatment program.
  - d. Offenders on Probation or Parole referred to the Grantee by the FSW for an assessment to be conducted by the Grantee and deemed eligible to receive treatment services shall remain on Probation or Parole supervision by TDOC and only receive treatment services through the Grantee.
  - e. The Grantee or grantee subcontractor shall complete the required referral process and place the Offender within the identified treatment facility within ten (10) calendar days after the required assessments have been conducted and results have been confirmed.
  - f. All final treatment program curricula shall be submitted to the State for written approval by the State no more than fourteen (14) business days after the execution of this grant contract. Any revisions/replacements to the approved curricula must be submitted to the State for written approval prior to the intended contract start date. If the treatment program curriculum is denied by State, the State will work with the Grantee to select a curriculum that will meet Evidence-Based Program standards set forth by TDOC and TDMHSAS.
  - g. The Grantee shall provide reasonable accommodations for service delivery to all Offenders with an identified disability in accordance with the guidelines established through the Americans with Disabilities Act of 1990 (ADA). Failure to operate in accordance with ADA guidelines shall be considered grounds for grant contract termination by the State.
  - h. The Grantee shall provide services to those Offenders deemed as Limited English Proficient (LEP) in accordance with the plan and procedures as submitted in response to the TDOC Community-Based Treatment Services for Offenders RFGP that resulted in this agreement.
  - i. The Grantee shall ensure all processes and procedures as submitted in response to the TDOC Community-Based Treatment Services for Offenders RFGP that resulted in this agreement are followed in response to Offenders who present with a medical condition or crisis.

**A.8. Data and Documentation**

- a. The Grantee shall utilize the TDOC OMS for all Offender documentation related treatment services and supervision (if supervision services are offered and approved by the State in conjunction with treatment services). All documentation within the OMS shall utilized the appropriate Contact Note and Contact Codes provided by the State.
- b. The Grantee shall measure, track, and report all Offender program success to the State utilizing assessments and mechanisms as detailed within the Grantee's submitted response to

the TDOC Community-Based Treatment Services for Offenders RFGP that resulted in this agreement.

- b. The Grantee shall maintain documentation of all program certifications and accreditation to be reviewed at the request of the State.
- c. The Grantee shall comply with all procedures related to records retention governed by the State's PRC to ensure records are maintained for a period of five (5) years from the Offenders treatment program discharge date in accordance with TDOC's RDA as referenced in TDOC Policies 109.03, 706.01 and Section S2.08 of Attachment Four.
- d. The Grantee shall provide specific requested data in a reporting format acceptable by the State on a monthly and annual basis, and on an as needed basis reflecting the services provided and funded under this grant contract.

#### A.9. Staffing

- a. The Grantee shall ensure that staff training offerings align with training policies issued by the State and maintain all mandatory and in-service training records based upon the State's appointed RDA as referenced in Attachment Five.
- b. The Grantee(s) shall ensure all Clinical Staff maintain mandatory licensure and/or certifications and complete all required continuing education classes in accordance with their licensure requirements. The Grantee must provide proof of all Clinical Staff licensure to the State upon request. The Grantee shall provide to the State a tracking plan/process for maintaining all Clinical Staff licensure and certifications.
- c. The Grantee shall follow the following guidelines for the hiring of a designated program staff for the operation of Community Corrections programs:

1. **Program Manager (Administrative Operations Oversight ONLY)**: Minimum education of a baccalaureate degree from an accredited college or 4-year university in one (1) of the social or behavioral or management sciences or related field;

2. **Program Manager (Administrative Operations & Clinical Operations Oversight)**: Minimum education of a Master's Level degree and include at a minimum one of the following clinical designations:

- LPC, MHSP
- LCSW
- LSPE
- Psychologist;
- and must possess the proper license and credentials through the Tennessee Health-Related Boards;

d. All hiring and staffing decisions shall be at the discretion of the State. The Grantee shall submit all candidates for hire to the State for review and approval prior to the grantee submitting an offer of employment to a candidate within no more than five (5) business days. The State will not honor any hiring of Clinical Staff with licenses from any state other than Tennessee. The State will not approve any candidate for hire that holds a felony conviction or crime of moral turpitude.

e. Upon extending an offer of employment, the Grantee shall conduct a national background check on the identified candidate in accordance with State pre-employment screening policies and procedures. The pre-employment screening must be complete and reviewed by the identified program manager prior to the candidate's appointment to the designated position. The program

manager must submit a notification of all pre-employment screenings to the State. The program manager shall notify the State within one (1) business day of any findings of concern from the pre-employment screening. **Failure to conduct mandatory pre-employment screenings prior to position appointment shall find the Grantee in violation of this grant contract and be subject to grant contract termination.**

f. All grantee staff and volunteers must have a national background check conducted on annual basis. The Grantee shall maintain records of all background checks conducted within the employee(s) file.

#### A.10. Staff Training

a. The Grantee shall provide all new, professional staff at a minimum of forty (40) hours of on-site orientation to include at a minimum, but not be limited to: policies, organizational structure, programs and all subsequent regulations, as well as all components outlined within the TDOC mandatory In-Service training policy. The on-site orientation shall be complete within sixty (60) business days of an employee's hire date.

b. The Grantee shall ensure that only staff directly responsible for the supervision or programming/treatment of assigned Offenders be approved by the designated Program Manager to receive training on the following components:

1. Validated Risk Needs Assessment (RNA)
2. Texas Christian University Drugs Screen (TCUD)
3. Cognitive Behavioral Intervention Programming (CBIP)
4. Any additional identified assessment tools as deemed necessary by the State

c. The Grantee shall provide all designated clerical and support staff employee's complete orientation and additional annual training appropriate to their assignment. Staff classified as full-time shall complete at a minimum sixteen (16) hours of annual training and staff classified as part-time shall complete at a minimum eight (8) hours of annual training.

d. The Grantee shall provide all classified Case Officers who are designated to provide supervision services at a minimum of forty (40) hours of pre-service training. All pre-service training must be provided by the Grantee or approved designee within six (6) months of the Case Officer's hire date. Upon completion of orientation, the employee must sign and date a statement that orientation has been received. The Grantee must be recorded by the Program Manager and must maintain a copy of the signed statement in the employee's personnel file.

- i. The Grantee shall provide all staff designated for the case management of an Offenders treatment at a minimum of forty (40) hours of pre-service training. All pre-service training must be provided by the Grantee or approved designee within six (6) months of the designated staff members hire date. Upon completion of orientation, the employee must sign and date a statement that orientation has been received. The document must be recorded by the Program Manager and must maintain a copy of the signed statement in the employee's personnel file.

e. The Grantee shall be responsible for providing a minimum of thirty (30) hours of annual In-Service Training to the designated Program Manager(s) and a minimum of forty (40) hours to all Case Officers. The State will work with the grantee to directly provide at a minimum ten (10) hours of core issues training annually to the Program Manager(s).

f. The Grantee's Program Manager(s) shall keep a record of all training hours for all staff for inspection upon request. The file must contain documentation of forty (40) hours of program

orientation and annual training hours for clerical and support staff, managers, officers, treatment staff and volunteers.

#### **A.11. Day Reporting Centers**

- a. The Grantee shall provide DRC services at approved locations within the State of Tennessee as detailed and outlined in Attachment Four. The grantee must be an abstinence-based substance use treatment program that provides Offenders the opportunity to attain a clean and sober lifestyle while serving their alternative sentence in the community. The Grantee may not operate a DRC in the following cities: Memphis, Jackson, Nashville, Murfreesboro, Columbia, Chattanooga, Knoxville, and Johnson City.
- b. All programming offered within the DRC shall be Evidence-Based and must offer substance use treatment that utilizes a combination of rehabilitation, close supervision, treatment services, education, programming, re-entry services, and must be in a non-residential setting. All programming offered must be approved in writing by the State prior to programming implementation.
- c. The Grantee shall maintain an officer to Offender ratio of no more than fifty (50) active Offenders to one (1) officer.
- d. The Grantee shall ensure that therapeutic group sessions and services be limited to a maximum of fifteen (15) Offenders to one (1) clinical provider.
- e. The Grantee shall ensure that any supervision services align with the Standards of Supervision as set forth in Attachment Four.
- f. The Grantee shall submit and receive written approval from the State a schedule of all program service and treatment offerings prior to program implementation. The grantee shall ensure all treatment components of the approved DRC model and schedule include at a minimum:
  1. Phased supervision levels that include progressive benchmarks to proceed to the next phase.
  2. A treatment team that includes licensed Clinical Staff, Case Officers, Social Workers, Program Manager(s), and Counselors.
  3. One-on-one direct counseling services with a licensed Clinical Staff member.
  4. Provide a minimum of nine (9) hours of alcohol and drug treatment on a weekly basis.
- g. The Grantee must use a Bio-Psycho-Social assessment based on the ASI in completing eligibility assessments and review. In addition, the Grantee shall use the TDOC-approved RNA identified as the STRONG-R as part of the assessment process. The Grantee shall ensure that all Offenders receiving DRC services assessed by the identified program staff to meet the following eligibility criteria.
  - Offenders must have an alcohol and/or drug treatment need,
  - Must have two (2) years or more remaining on supervision,
  - Score a moderate to high need for substance use treatment based on State-approved assessment tools,
  - Referrals for services may only be accepted from the local sentencing court or from the Forensic Social Workers through TDOC.
- h. The Grantee is prohibited from accepting the following Offenders for service placement:

- Offenders that are sentenced or classified as a Sexual Offender,
  - Offenders without an assessed need for alcohol or drug treatment,
  - Other designated Offenders deemed ineligible by the grantee and approved in writing by the State.
- i. The Grantee shall ensure that all identified Clinical Staff are licensed through Tennessee Health-Related Boards and possess a minimum of a Master's-level degree and a clinical designation of one of the following:
- LPC, MHSP
  - LCSW
  - LPE
  - LSPE
  - Psychologist
- j. The Grantee shall provide case management services to include but not be limited to:
- Housing,
  - Medical appointment management,
  - Aftercare planning,
  - Behavioral Health Services,
  - Transportation Services (both public and private offerings).
- k. Upon the need to offer treatment services in a virtual setting, the Grantee shall receive written approval from the State prior to implementing remote service delivery. The Grantee must utilize a State-approved, HIPAA compliant virtual platform with the appropriate security licenses and maintain all regulatory provider- participant ratios.
- l. The Grantee shall provide written notification to the State of all Offender non-compliance in accordance with the proposed non-compliance plan within the Grantee's submitted response to the TDOC Community-Based Treatment Services for Offenders RFGP that resulted in this agreement. Failure to report Offender non-compliance shall render a Grantee non-compliant of this grant contract.

#### **A.12. Intensive Outpatient Treatment**

- a. The Grantee shall provide IOP services within the State of Tennessee as detailed and outlined in Attachment Four. The Grantee's identified IOP and all clinical providers must be licensed and registered with TDMHSAS. The identified IOP service offering must be a highly structured, non-residential substance use treatment program that addresses the substance use or co-occurring needs of eligible Offenders. All providers must deliver treatment programs in the proper treatment dosage as determined by the TDMHSAS and SAMHSA regulations.
- b. The Grantee shall provide Evidence-Based treatment modalities in accordance with the TDMHSAS standards. The treatment modalities to be offered shall include but not be limited to:
- Substance use and recovery education
  - Relapse prevention skill-building
  - Decision-making skills
  - Dangers of high-risk behavior
  - Support system development
  - Goal setting
- c. The Grantee shall submit and receive written approval from the State a schedule of all program service and treatment offerings prior to program implementation. The programs must be licensed through TDMHSAS. The program schedule must include a minimum of nine (9) hours of State-approved treatment services per week to all eligible and enrolled Offenders.

d. The Grantee must use a Bio-Psycho-Social assessment based on the ASI in completing eligibility assessments and review. In addition, the Grantee shall use the TDOC-approved RNA identified as the STRONG-R as part of the assessment process. The Grantee shall ensure that all Offenders receiving IOP services assessed by the identified program staff to meet the following eligibility criteria.

- Offenders must have a moderate to severe substance use disorder based on State-approved assessment tools;
- Offender must have a Moderate to high need for substance abuse treatment based on State-approved assessment tools;
- Offenders receiving Medically Assisted Treatment (MAT) must meet the behavioral health requirements of attending prescribed treatment program;
- Referrals for services may only be accepted from the local sentencing court or from Forensic Social Workers through TDOC.

e. The Grantee is prohibited from accepting the following Offenders for service placement:

- Offenders that are sentenced or classified as a Sexual Offender,
- Offenders without an assessed need for alcohol or drug treatment,
- Other designated Offenders deemed ineligible by the grantee and approved in writing by the State.

f. The Grantee may deliver treatment services in an individual, group or dual counseling setting which is subject to written approval by the State.

1. The Grantee shall ensure that therapeutic group sessions and services delivered in an individual, group, or dual counseling setting be limited to a maximum of fifteen (15) Offenders to one (1) clinical provider.
2. Upon the need to offer treatment services in a virtual setting, the Grantee shall receive written approval from the State prior to implementing remote service delivery. The Grantee must utilize a State-approved, HIPAA compliant virtual platform with the appropriate security licenses and maintain all regulatory provider- participant ratios to not exceed a maximum of fifteen (15) Offenders to one (1) clinical provider.

g. The Grantee shall provide written notification to the State of all Offender non-compliance in accordance with the proposed non-compliance plan within the Grantee's submitted response to the TDOC Community-Based Treatment Services for Offenders RFGP that resulted in this agreement the Request for Grant Proposal (RFGP) as approved by the State. Failure to report Offender non-compliance shall render a Grantee non-compliant of this grant contract.

h. The Grantee shall ensure that all identified Clinical Staff are licensed through Tennessee Health-Related Boards and possess a minimum of a Master's-level degree and a clinical licensure or designation of one of the following:

- LADAC 2
- LPC
- LCSW
- LPE
- LSPE
- Psychologist

i. The Grantee shall provide case management services to include but not be limited to:

- Housing,
- Medical appointment management,
- Aftercare planning,
- Behavioral Health Services,
- Transportation Services (both public and private offerings).

#### **A.13. Residential Treatment Program**

a. The Grantee shall provide Residential Treatment Program services within the State of Tennessee as detailed and outlined in Attachment Four. The Grantee's identified treatment programming and all clinical providers must be licensed and registered with TDMHSAS to provide residential treatment services. The identified residential treatment service offering must be a highly structured, residential substance use treatment program that addresses the substance use or co-occurring needs of eligible Offenders. All providers must deliver treatment programs in the proper treatment dosage as determined by the TDMHSAS and SAMHSA regulations.

b. The Grantee shall provide Evidence-Based treatment modalities in accordance with the TDMHSAS standards. The treatment modalities to be offered shall include but not be limited to:

- Substance use and recovery education
- Relapse prevention skill-building
- Decision-making skills
- Dangers of high-risk behavior
- Support system development
- Goal setting

c. The Grantee shall submit and receive written approval from the State of a schedule of all program service and treatment offerings prior to program implementation. The programs must be licensed through TDMHSAS.

d. The Grantee must designate if the identified program is a male only, female only or co-ed program and must obtain written approval from the State to operate in such an identified manner.

e. The Grantee must use a Bio-Psycho-Social assessment based on the ASI in completing eligibility assessments and review. In addition, the Grantee shall use the TDOC-approved RNA identified as the STRONG-R as part of the assessment process. The Grantee shall ensure that all Offenders receiving Residential Treatment services assessed by the identified program staff to meet the following eligibility criteria.

- Offenders must have a verifiable alcohol and/or drug treatment need based on State-approved assessment tools;
- Offender must have a Moderate to severe need for substance abuse treatment based on State-approved assessment tools;
- Offenders receiving Medically Assisted Treatment (MAT) must meet the behavioral health requirements of attending prescribed treatment program;
- Referrals for services may only be accepted from the local sentencing court or from the Forensic Social Workers through TDOC.

f. The Grantee is prohibited from accepting the following Offenders for service placement:

- Offenders that are sentenced or classified as a Sexual Offender,
- Offenders without an assessed need for alcohol or drug treatment,
- Other designated Offenders deemed ineligible by the grantee and approved in writing by the State.

g. The Grantee may deliver treatment services in an individual, group or dual counseling setting which is subject to written approval by the State.

1. The Grantee shall ensure that therapeutic group sessions and services delivered in an individual, group, or dual counseling setting be limited to a maximum of fifteen (15) Offenders to one (1) clinical provider.
2. Upon the need to offer treatment services in a remote, virtual setting, the Grantee shall receive written approval from the State prior to implementing remote service delivery. The Grantee must utilize a State-approved, HIPAA compliant virtual platform with the appropriate security licenses and maintain all regulatory provider- participant ratios to not exceed a maximum of fifteen (15) Offenders to one (1) clinical provider.

h. The Grantee shall provide written notification to the State of all Offender non-compliance in accordance with the proposed non-compliance plan within the Grantee's submitted response to the TDOC Community-Based Treatment Services for Offenders RFGP that resulted in this agreement. Failure to report Offender non-compliance shall render a Grantee non-compliant of this grant contract.

i. The Grantee shall ensure that all identified Clinical Staff are licensed through Tennessee Health-Related Boards and possess a minimum of a Master's-level degree and a clinical licensure or designation of one of the following:

- LADAC 2
- LPC, MHSP
- LCSW
- LPE
- LSPE
- Psychologist

1. The Grantee shall employ a Medical Director and provide a copy of the licensure as required by Tennessee Health-Related Boards. The designated Medical Director may either be a direct employee of the Grantee or an approved sub-contractor. The designated Medical Director shall conduct a physical examination of all enrolled Offenders upon intake and document the examination and record in the health record of the Offender's case file. Any emergent medical findings must be reported to the State in writing within one (1) calendar day of examination.

a. The designated Medical Director must operate on an on-call basis schedule twenty-four (24) hours per day, seven (7) days per week upon the event of a medical consultation due to a medical crisis for the entire term of this agreement.

2. The Grantee shall employ a Registered Dietitian to address the medically documented/prescribed dietary needs of Offenders whose health condition requires a diet other than those prepared for the general population. The designated dietitian may either be a direct employee of the Grantee or an approved sub-contractor. The Registered Dietician must administer a written dietary plan within the recorded health record for all identified Offenders within the designated case files upon final examination. In the event the Grantee is unable to employ a Registered Dietitian either directly or as a sub-contractor, the facility's designated Medical Director may act as the authorized health care professional to administer a dietary plan. The Grantee must obtain written approval from the State for the usage of the facility's Medical Director to oversee the administering of all dietary plans in lieu of a Registered Dietician. All administered dietary plans must be reviewed every ninety (90) days and approved by the facility's Medical Director.

i. The Grantee shall store, control, manage and distribute Offender medication in accordance with the proposed plan within the Grantee's submitted response to the TDOC Community-Based Treatment Services RFGP and TDOC Policy #113.71 that resulted in this agreement. All processes and procedures in relation to Offender medication storage, control, management, and distribution must be in accordance with all Federal, State and Local regulations. **Failure to maintain proper medication inventory controls could result in a Grantee's loss of licensure and be subject to termination of this grant contract.**

j. The Grantee shall provide case management services to include but not be limited to:

- Housing,
- Medical appointment management,
- Aftercare planning,
- Behavioral Health Services,
- Transportation Services (both public and private offerings).

#### A.14. Supervision Services

a. The Grantee shall only provide supervision services of Offenders in conjunction with one of the following treatment options:

- Day Reporting Center
- Intensive Outpatient Treatment
- Residential Treatment Center

**Failure to provide supervision services in conjunction with an approved treatment option shall render the Grantee in violation of this grant contract and be subject to contract termination.**

b. The Grantee's supervision practices shall follow the standards in accordance with the TDOC Community Corrections Standards of Supervision provided in Attachment Four.

c. The Grantee shall maintain an officer to Offender ratio of no more than fifty (50) active Offenders to one (1) officer.

d. The Grantee shall ensure that the identified Offenders who are considered non-probatable to Probation supervision by TDOC upon the completion of their required treatment programming, shall maintain an officer to Offender ratio of no more than eighty (80) active Offenders to one (1) officer.

e. The Grantee shall utilize the TDOC approved RNA, identified as the STRONG-R to assess participant risk and needs.

f. The Grantee shall utilize the TDOC approved Offender case plan per TDOC policy to determine the following Offender needs: programming, treatment and services.

g. The Grantee shall utilize an Evidence-Based, TDOC approved sanction process provided within the Grantee's submitted response to the TDOC Community-Based Treatment Services RFGP.

#### A.15. Performance Measures

a. The Grantee shall adhere to the performance measures for Day Reporting Centers, Intensive Outpatient Treatment Services, Residential Treatment Services, and Supervision Services, only when supervision is offered in conjunction with an approved treatment-based option, as outlined within this grant contract. Failure to meet the minimum standards as outlined herein shall result in a grantee being non-compliant and be subject to grant contract termination.

1. The Grantee shall maintain a ninety-five percent (95%) compliance rating on all monthly performance measures as outlined with the Standards of Supervision provided by TDOC.
2. The Grantee shall maintain a ninety-five percent (95%) compliance rating of all case file reviews completed by both the grantee and by designated State staff.
3. The Grantee shall maintain a ninety-five percent (95%) compliance rating for all OIG Annual Audits.
4. The Grantee shall maintain compliance with OSHA and TOSHA guidelines and shall be reviewed and monitored by the State.
5. The Grantee shall maintain compliance with all State and Local Fire Marshal codes. The State shall conduct a verification of compliance on annual basis.
6. All licensed Clinical Staff and designated providers employed by the Grantee or through an approved sub-contractor must maintain the required Tennessee Related Health Boards licensures and designations.

#### **A.16. Leases**

- a. The Grantee shall submit all proposed, current, and renewal leases to the State for review and written approval for program service delivery.
- b. All approved lease terms cannot exceed the total term of this grant contract as referenced in Section B.1. and must include termination language in the event the State ceases funding of the Grantee's program operations.

#### **A.17. Security**

- a. The Grantee shall submit to the State for review and written approval a security plan the addresses at a minimum the following potential security threats. These identified threats are not all-inclusive and may be adjusted at the State's discretion.
  - Office/Location Access Controls
  - Emergency Plan, inclusive of Active Shooter, Natural Disaster, Security Breach, and Physical Altercations between program staff and/or Offenders.

#### **A.18. Transition Period**

The Grantee shall have a maximum of ninety (90) calendar days to finalize the hire of all required staff and leasing arrangements as set forth within this grant contract and begin providing all applicable services as proposed and awarded under RFGP #32952-13006. Failure to conduct full operations no later than October 1, 2022, shall result in a grantee being deemed non-compliant and shall risk termination of this grant contract.

### **B. TERM OF CONTRACT:**

- B.1. This Grant Contract shall be effective on July 1, 2022 ("Effective Date") and extend for a period of twelve (12) months after the Effective Date ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

- B.2. Renewal Options. This Grant Contract may be renewed upon satisfactory completion of the Term. The State reserves the right to execute up to two (2) renewal options under the same terms and conditions for a period not to exceed twelve (12) months each by the State, at the State's sole option. In no event, however, shall the maximum Term, including all renewals or extensions, exceed a total of sixty (60) months.

**C. PAYMENT TERMS AND CONDITIONS:**

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Written Dollar Amount (\$Number) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment One is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee. The maximum annual liability of the State under this grant for each respective year of the grant is as follows:

July 1, 2022-June 30, 2023      \$Number

- C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.
- C.3. Payment Methodology – Partial Advance Payment. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the maximum liability established in section C.1. The amount of Written Dollar Amount (\$Number) shall be paid to the Grantee in advance upon approval of this Grant Contract. Upon progress toward the completion of the work, as described in section A of this Grant Contract, the Grantee shall submit invoices for payment prior to any additional reimbursement of allowable costs. The total of all payments to the Grantee shall not exceed the maximum liability of this Grant Contract.
- C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.
- C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

Rachel Jackson Building  
Fiscal Services, Third Floor  
320 Sixth Avenue North  
Nashville, TN 37243

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
- (1) Invoice/Reference Number (assigned by the Grantee).
  - (2) Invoice Date.
  - (3) Invoice Period (to which the reimbursement request is applicable).
  - (4) Grant Contract Number (assigned by the State).
  - (5) Grantor: State Agency & Division Name.
  - (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
  - (7) Grantee Name.

- (8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
  - (9) Grantee Remittance Address.
  - (10) Grantee Contact for Invoice Questions (name, phone, or fax).
  - (11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:
    - i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
    - ii. The amount reimbursed by Grant Budget line-item to date.
    - iii. The total amount reimbursed under the Grant Contract to date.
    - iv. The total amount requested (all line-items) for the Invoice Period.
- b. The Grantee understands and agrees to all of the following.
- (1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
  - (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
  - (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.
- C.6. Budget Line-item: Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may request revisions of Grant Budget line-items by letter, giving full details supporting such request, provided that such revisions do not increase total Grant Budget amount. Grant Budget line-item revisions may not be made without prior, written approval of the State in which the terms of the approved revisions are explicitly set forth. Any increase in the total Grant Budget amount shall require a Grant Contract amendment.
- C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within sixty (60) days of the Grant Contract end date, in form and substance acceptable to the State.
- a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.
  - b. The State shall not be responsible for the payment of any invoice submitted to the State after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
  - c. The Grantee's failure to provide a final grant disbursement reconciliation report to the State as required by this Grant Contract shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the State pursuant to this Grant Contract.
  - d. The Grantee must close out its accounting records at the end of the Term in such a way that reimbursable expenditures and revenue collections are NOT carried forward.

- C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.
- C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the Term.
- C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.
- C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.
- C.12. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.
- C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.
- a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").
  - b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

**D. STANDARD TERMS AND CONDITIONS:**

- D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

- D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.
- D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate this Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.
- D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.
- D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.
- D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
  - b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

- c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

The State:

Lisa Helton, Interim Commissioner  
Tennessee Department of Correction  
320 Sixth Avenue North  
Nashville, TN 37243  
[Lisa.Helton@tn.gov](mailto:Lisa.Helton@tn.gov)  
Telephone # 615.253.8140

The Grantee:

Grantee Contact Name & Title  
Grantee Name  
Address  
Email Address  
Telephone # Number  
FAX # Number

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

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

- D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

- D.10. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee

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

- D.11. HIPAA Compliance. The State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.
- a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.
  - b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.
  - c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.
- D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:
- NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454.
- The sign shall be on the form prescribed by the Comptroller of the Treasury. The Grantor State Agency shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from the Grantee, provide Grantee with any necessary signs.
- D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.
- D.14. Licensure. The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.

- D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

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

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

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

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

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

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

- D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.

- D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.

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

- D.19. Audit Report. For purposes of this Section, pass-through entity means a non-federal entity that provides a subaward to a subrecipient to carry out part of a federal program.

The Grantee shall provide audited financial statements to the Tennessee Comptroller of the Treasury ("Comptroller") if during the Grantee's fiscal year, the Grantee: (1) expends seven hundred fifty thousand dollars (\$750,000) or more in direct and indirect federal financial assistance and the State is a pass-through entity; (2) expends seven hundred fifty thousand

dollars (\$750,000) or more in state funds from the State; or (3) expends seven hundred fifty thousand dollars (\$750,000) or more in federal financial assistance and state funds from the State, and the State is a pass-through entity. At least ninety (90) days before the end of its fiscal year, the Grantee shall complete Attachment One to notify the State whether or not Grantee is subject to an audit. The Grantee should submit only one, completed Notice of Audit Report document during the Grantee's fiscal year. Any Grantee that is subject to an audit and so indicates on Attachment One shall complete Attachment Two. If the Grantee is subject to an audit, Grantee shall obtain the Comptroller's approval before engaging a licensed, independent public accountant to perform the audit. The Grantee may contact the Comptroller for assistance identifying auditors.

All audits shall be performed in accordance with the Comptroller's requirements, as posted on its web site. When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

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

The audit contract between the Grantee and the Auditor shall be on a contract form prescribed by the Comptroller. The Grantee shall be responsible for payment of fees for an audit prepared by a licensed, independent public accountant. Payment of the audit fees by the Grantee shall be subject to the provision relating to such fees contained within this Grant Contract. The Grantee shall be responsible for reimbursing the Comptroller for any costs of an audit prepared by the Comptroller.

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

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

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

- D.21. **Strict Performance**. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.
- D.22. **Independent Contractor**. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

- D.23. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State's total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.
- D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.
- D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.
- D.26. 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 Grant Contract.
- D.27. State Interest in Equipment or Motor Vehicles. The Grantee shall take legal title to all equipment or motor vehicles purchased totally or in part with funds provided under this Grant Contract, subject to the State's equitable interest therein, to the extent of its *pro rata* share, based upon the State's contribution to the purchase price. The term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds five thousand dollars (\$5,000.00). The term "motor vehicle" shall include any article of tangible personal property that is required to be registered under the "Tennessee Motor Vehicle Title and Registration Law", Tenn. Code Ann. Title 55, Chapters 1-6.

As authorized by the Tennessee Uniform Commercial Code, Tenn. Code Ann. Title 47, Chapter 9 and the "Tennessee Motor Vehicle Title and Registration Law," Tenn. Code Ann. Title 55,

Chapters 1-6, the parties intend this Grant Contract to create a security interest in favor of the State in the equipment or motor vehicles acquired by the Grantee pursuant to the provisions of this Grant Contract. A further intent of this Grant Contract is to acknowledge and continue the security interest in favor of the State in the equipment or motor vehicles acquired by the Grantee pursuant to the provisions of this program's prior year Grant Contracts between the State and the Grantee.

The Grantee grants the State a security interest in all equipment or motor vehicles acquired in whole or in part by the Grantee under this Grant Contract. This Grant Contract is intended to be a security agreement pursuant to the Uniform Commercial Code for any of the equipment or motor vehicles herein specified which, under applicable law, may be subject to a security interest pursuant to the Uniform Commercial Code, and the Grantee hereby grants the State a security interest in said equipment or motor vehicles. The Grantee agrees that the State may file this Grant Contract or a reproduction thereof, in any appropriate office, as a financing statement for any of the equipment or motor vehicles herein specified. Any reproduction of this or any other security agreement or financing statement shall be sufficient as a financing statement. In addition, the Grantee agrees to execute and deliver to the State, upon the State's request, any financing statements, as well as extensions, renewals, and amendments thereof, and reproduction of this Grant Contract in such form as the State may require to perfect a security interest with respect to said equipment or motor vehicles. The Grantee shall pay all costs of filing such financing statements and any extensions, renewals, amendments and releases thereof, and shall pay all reasonable costs and expenses of any record searches for financing statements the State may reasonably require. Without the prior written consent of the State, the Grantee shall not create or suffer to be created pursuant to the Uniform Commercial Code any other security interest in said equipment or motor vehicles, including replacements and additions thereto. Upon the Grantee's breach of any covenant or agreement contained in this Grant Contract, including the covenants to pay when due all sums secured by this Grant Contract, the State shall have the remedies of a secured party under the Uniform Commercial Code and, at the State's option, may also invoke the remedies herein provided.

The Grantee agrees to be responsible for the accountability, maintenance, management, and inventory of all property purchased totally or in part with funds provided under this Grant Contract. The Grantee shall maintain a perpetual inventory system for all equipment or motor vehicles purchased with funds provided under this Grant Contract and shall submit an inventory control report which must include, at a minimum, the following:

- a. Description of the equipment or motor vehicles;
- b. Vehicle identification number;
- c. Manufacturer's serial number or other identification number, when applicable;
- d. Acquisition date, cost, and check number;
- e. Fund source, State Grant number, or other applicable fund source identification;
- f. Percentage of state funds applied to the purchase;
- g. Location within the Grantee's operations where the equipment or motor vehicles is used;
- h. Condition of the property or disposition date if Grantee no longer has possession;
- i. Depreciation method, if applicable; and
- j. Monthly depreciation amount, if applicable.

The Grantee shall tag equipment or motor vehicles with an identification number which is cross referenced to the equipment or motor vehicle item on the inventory control report. The Grantee shall inventory equipment or motor vehicles annually. The Grantee must compare the results of the inventory with the inventory control report and investigate any differences. The Grantee must then adjust the inventory control report to reflect the results of the physical inventory and subsequent investigation.

The Grantee shall submit its inventory control report of all equipment or motor vehicles purchased with funding through this Grant Contract within thirty (30) days of its end date and in form and

substance acceptable to the State. This inventory control report shall contain, at a minimum, the requirements specified above for inventory control. The Grantee shall notify the State, in writing, of any equipment or motor vehicle loss describing the reasons for the loss. Should the equipment or motor vehicles be destroyed, lost, or stolen, the Grantee shall be responsible to the State for the *pro rata* amount of the residual value at the time of loss based upon the State's original contribution to the purchase price.

Upon termination of the Grant Contract, where a further contractual relationship is not entered into, or at another time during the term of the Grant Contract, the Grantee shall request written approval from the State for any proposed disposition of equipment or motor vehicles purchased with Grant funds. All equipment or motor vehicles shall be disposed of in such a manner as the parties may agree from among alternatives approved by the Tennessee Department of General Services as appropriate and in accordance with any applicable federal laws or regulations.

- D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: [http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200\\_main\\_02.tpl](http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl)
- D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.
- D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.
- D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.
- D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
- D.34. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
  - a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;

- b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
- c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
- d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

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

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

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

## **E. SPECIAL TERMS AND CONDITIONS:**

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.
- E.2. Insurance. Grantee shall maintain insurance coverage as specified in this Section. The State reserves the right to amend or require additional insurance coverage, coverage amounts, and endorsements required under this Contract. Grantee's failure to maintain or submit evidence of insurance coverage, as required, is a material breach of this Contract. If Grantee loses insurance coverage, fails to renew coverage, or for any reason becomes uninsured during the Term, Grantee shall immediately notify the State. All insurance companies providing coverage must be: (a) acceptable to the State; (b) authorized by the Tennessee Department of Commerce and Insurance ("TDCI"); and (c) rated A- / VII or better by A.M. Best. All coverage must be on a primary basis and noncontributory with any other insurance or self-insurance carried by the State. Grantee agrees to name the State as an additional insured on any insurance policy with the exception of workers' compensation (employer liability) and professional liability (errors and omissions) insurance. All policies must contain an endorsement for a waiver of subrogation in favor of the State. Any deductible or self-insured retention ("SIR") over fifty thousand dollars (\$50,000) must be approved by the State. The deductible or SIR and any premiums are the

Grantee's sole responsibility. The Grantee agrees that the insurance requirements specified in this Section do not reduce any liability the Grantee has assumed under this Contract including any indemnification or hold harmless requirements.

To achieve the required coverage amounts, a combination of an otherwise deficient specific policy and an umbrella policy with an aggregate meeting or exceeding the required coverage amounts is acceptable. For example: If the required policy limit under this Contract is for two million dollars (\$2,000,000) in coverage, acceptable coverage would include a specific policy covering one million dollars (\$1,000,000) combined with an umbrella policy for an additional one million dollars (\$1,000,000). If the deficient underlying policy is for a coverage area without aggregate limits (generally Automobile Liability and Employers' Liability Accident), Grantee shall provide a copy of the umbrella insurance policy documents to ensure that no aggregate limit applies to the umbrella policy for that coverage area. In the event that an umbrella policy is being provided to achieve any required coverage amounts, the umbrella policy shall be accompanied by an endorsement at least as broad as the Insurance Services Office, Inc. (also known as "ISO") "Noncontributory—Other Insurance Condition" endorsement or shall be written on a policy form that addresses both the primary and noncontributory basis of the umbrella policy if the State is otherwise named as an additional insured.

Grantee shall provide the State a certificate of insurance ("COI") evidencing the coverages and amounts specified in this Section. The COI must be on a form approved by the TDCI (standard ACORD form preferred). The COI must list each insurer's National Association of Insurance Commissioners (NAIC) number and be signed by an authorized representative of the insurer. The COI must list the State of Tennessee – CPO Risk Manager, 312 Rosa L. Parks Ave., 3<sup>rd</sup> floor Central Procurement Office, Nashville, TN 37243 as the certificate holder. Grantee shall provide the COI ten (10) business days prior to the Effective Date and again thirty (30) calendar days before renewal or replacement of coverage. Grantee shall provide the State evidence that all subgrantees maintain the required insurance or that subgrantees are included under the Grantee's policy. At any time, the State may require Grantee to provide a valid COI. The Parties agree that failure to provide evidence of insurance coverage as required is a material breach of this Contract. If Grantee self-insures, then a COI will not be required to prove coverage. Instead Grantee shall provide a certificate of self-insurance or a letter, on Grantee's letterhead, detailing its coverage, policy amounts, and proof of funds to reasonably cover such expenses.

The State agrees that it shall give written notice to the Grantee as soon as practicable after the State becomes aware of any claim asserted or made against the State, but in no event later than thirty (30) calendar days after the State becomes aware of such claim. The failure of the State to give notice shall only relieve the Grantee of its obligations under this Section to the extent that the Grantee can demonstrate actual prejudice arising from the failure to give notice. This Section shall not grant the Grantee or its insurer, 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.

**The insurance obligations under this Contract shall be: (1)—all the insurance coverage and policy limits carried by the Grantee; or (2)—the minimum insurance coverage requirements and policy limits shown in this Contract; whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and minimum required policy limits, which are applicable to a given loss, shall be available to the State. No representation is made that the minimum insurance requirements of the Contract are sufficient to cover the obligations of the Grantee arising under this Contract. The Grantee shall obtain and maintain, at a minimum, the following insurance coverages and policy limits.**

a. Commercial General Liability ("CGL") Insurance

- 1) The Grantee shall maintain CGL insurance, which shall be written on an ISO Form CG 00 01 occurrence form (or a substitute form providing equivalent coverage) and shall cover liability arising from property damage, premises and operations, products and completed operations, bodily injury, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

The Grantee shall maintain single limits not less than one million dollars (\$1,000,000) per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this policy or location of occurrence or the general aggregate limit shall be twice the required occurrence limit.

b. Workers' Compensation and Employer Liability Insurance

- 1) For Grantees statutorily required to carry workers' compensation and employer liability insurance, the Grantee shall maintain:
  - i. Workers' compensation in an amount not less than one million dollars (\$1,000,000) including employer liability of one million dollars (\$1,000,000) per accident for bodily injury by accident, one million dollars (\$1,000,000) policy limit by disease, and one million dollars (\$1,000,000) per employee for bodily injury by disease.
- 2) If the Grantee certifies that it is exempt from the requirements of Tenn. Code Ann. §§ 50-6-101 – 103, then the Grantee shall furnish written proof of such exemption for one or more of the following reasons:
  - i. The Grantee employs fewer than five (5) employees;
  - ii. The Grantee is a sole proprietor;
  - iii. The Grantee is in the construction business or trades with no employees;
  - iv. The Grantee is in the coal mining industry with no employees;
  - v. The Grantee is a state or local government; or
  - vi. The Grantee self-insures its workers' compensation and is in compliance with the TDCI rules and Tenn. Code Ann. § 50-6-405.

c. Automobile Liability Insurance

- 1) The Grantee shall maintain automobile liability insurance which shall cover liability arising out of any automobile (including owned, leased, hired, and non-owned automobiles).
- 2) The Grantee shall maintain bodily injury/property damage with a limit not less than one million dollars (\$1,000,000) per occurrence or combined single limit.

d. Professional Liability Insurance

- 1) Professional liability insurance shall be written on an occurrence basis or on a claims-made basis. If this coverage is written on a claims-made basis then:
  - i. The retroactive date must be shown, and must be on or before the earlier of the Effective Date of the Contract or the beginning of Contract work or provision of goods and services;
  - ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) full years from the date of the final Contract payment; and
  - iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date on or prior to the Contract Effective Date, the Grantee must purchase "extended reporting" or "tail coverage" for a minimum of five (5) full years from the date of the final Contract payment.
- 2) Any professional liability insurance policy shall have a limit not less than one million dollars (\$1,000,000) per claim and two million dollars (\$2,000,000) in the aggregate; and
- 3) If the Contract involves the provision of services by medical professionals, a policy limit not less than three million (\$3,000,000) per claim and five million dollars (\$5,000,000) in the aggregate for medical malpractice insurance.

e. Technology Professional Liability (Errors & Omissions)/Cyber Liability Insurance

- 1) The Grantee shall maintain technology professional liability (errors & omissions)/cyber liability insurance appropriate to the Grantee's profession in an amount not less than **ten million dollars (\$10,000,000)** **five million dollars (\$5,000,000)** per occurrence or claim and **ten million dollars (\$10,000,000)** **five**

million dollars (\$5,000,000) annual aggregate, covering all acts, claims, errors, omissions, negligence, infringement of intellectual property (including copyright, patent and trade secret); network security and privacy risks, including but not limited to unauthorized access, failure of security, information theft, damage to destruction of or alteration of electronic information, breach of privacy perils, wrongful disclosure and release of private information, collection, or other negligence in the handling of confidential information, and including coverage for related regulatory fines, defenses, and penalties.

- 2) Such coverage shall include data breach response expenses, in an amount not less than ~~ten million dollars (\$10,000,000)~~ **five million dollars (\$5,000,000)** and payable whether incurred by the State or Grantee, including but not limited to consumer notification, whether or not required by law, computer forensic investigations, public relations and crisis management firm fees, credit file or identity monitoring or remediation services and expenses in the performance of services for the State or on behalf of the State hereunder.

f. Crime Insurance

- 1) The Grantee shall maintain crime insurance, which shall be written on a "loss sustained form" or "loss discovered form" providing coverage for third party fidelity, including cyber theft and extortion. The policy must allow for reporting of circumstances or incidents that may give rise to future claims, include an extended reporting period of no less than two (2) years with respect to events which occurred but were not reported during the term of the policy, and not contain a condition requiring an arrest or conviction.
- 2) Any crime insurance policy shall have a limit not less than one million dollars (\$1,000,000) per claim and one million dollars (\$1,000,000) in the aggregate. Any crime insurance policy shall contain a Social Engineering Fraud Endorsement with a limit of not less than two hundred and fifty thousand dollars (\$250,000). This insurance may be written on a claims-made basis, but in the event that coverage is cancelled or non-renewed, the Grantee shall purchase an extended reporting or "tail coverage" of at least two (2) years after the Term.

E.3. **State Furnished Property.** The Grantee shall be responsible for the correct use, maintenance, and protection of all articles of nonexpendable, tangible, personal property furnished by the State for the Grantee's temporary use under this Grant Contract. Upon termination of this Grant Contract, all property furnished by the State shall be returned to the State in and the same condition as when received, less ordinary wear and tear. Should the property be destroyed, lost, or stolen, the Grantee shall be responsible to the State for the residual value of the property at the time of loss.

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 Grant Contract unless a printing authorization number has been obtained and affixed as required by Tenn. Code Ann. § 12-7-103(d).

E.5. **Work Papers Subject to Review.** The Grantee shall make all audit, accounting, or financial analysis work papers, notes, and other documents available for review by the Comptroller of the Treasury or his representatives, upon request, during normal working hours either while the analysis is in progress or subsequent to the completion of this Grant Contract.

- E.6. **Environmental Tobacco Smoke.** Pursuant to the provisions of the federal “Pro-Children Act of 1994” and the “Children’s Act for Clean Indoor Air of 1995,” Tenn. Code Ann. §§ 39-17-1601 through 1606, the Grantee shall prohibit smoking of tobacco products within any indoor premises in which services are provided to individuals under the age of eighteen (18) years. The Grantee shall post “no smoking” signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this Grant Contract.
- E.7. **Prison Rape Elimination Act (PREA).** The Grantee must comply with the Prison Rape Elimination Act (PREA) of 2003 (Federal law 42 U.S.C. 15601 et. seq.), with all applicable Federal PREA standards, and with all State policies and standards related to PREA for preventing, detecting, monitoring, investigating, and eradicating any form of sexual abuse within facilities/programs/offices owned, operated, or contracted.
- E. 8. **Grantee Participation.** Grantee Participation amount(s) detailed in the Grant Budget are intended as a goal for the total project, and the amount of actual Grantee Participation expenditures will not impact the maximum amounts reimbursable to the Grantee as detailed by the Grant Budget column, “Grant Contract.”
- E.9. **Personally Identifiable Information.** While performing its obligations under this Grant Contract, Grantee may have access to Personally Identifiable Information held by the State (“PII”). For the purposes of this Grant Contract, “PII” includes “Nonpublic Personal Information” as that term is defined in Title V of the Gramm-Leach-Bliley Act of 1999 or any successor federal statute, and the rules and regulations thereunder, all as may be amended or supplemented from time to time (“GLBA”) and personally identifiable information and other data protected under any other applicable laws, rule or regulation of any jurisdiction relating to disclosure or use of personal information (“Privacy Laws”). Grantee agrees it shall not do or omit to do anything which would cause the State to be in breach of any Privacy Laws. Grantee shall, and shall cause its employees, agents and representatives to: (i) keep PII confidential and may use and disclose PII only as necessary to carry out those specific aspects of the purpose for which the PII was disclosed to Grantee and in accordance with this Grant Contract, GLBA and Privacy Laws; and (ii) implement and maintain appropriate technical and organizational measures regarding information security to: (A) ensure the security and confidentiality of PII; (B) protect against any threats or hazards to the security or integrity of PII; and (C) prevent unauthorized access to or use of PII. Grantee shall immediately notify State: (1) of any disclosure or use of any PII by Grantee or any of its employees, agents and representatives in breach of this Grant Contract; and (2) of any disclosure of any PII to Grantee or its employees, agents and representatives where the purpose of such disclosure is not known to Grantee or its employees, agents and representatives. The State reserves the right to review Grantee’s policies and procedures used to maintain the security and confidentiality of PII and Grantee shall, and cause its employees, agents and representatives to, comply with all reasonable requests or directions from the State to enable the State to verify or ensure that Grantee is in full compliance with its obligations under this Grant Contract in relation to PII. Upon termination or expiration of the Grant Contract or at the State’s direction at any time in its sole discretion, whichever is earlier, Grantee shall immediately return to the State any and all PII which it has received under this Grant Contract and shall destroy all records of such PII.

The Grantee shall report to the State any instances of unauthorized access to or potential disclosure of PII in the custody or control of Grantee (“Unauthorized Disclosure”) that come to the Grantee’s attention. Any such report shall be made by the Grantee within twenty-four (24) hours after the Unauthorized Disclosure has come to the attention of the Grantee. Grantee

shall take all necessary measures to halt any further Unauthorized Disclosures. The Grantee, at the sole discretion of the State, shall provide no cost credit monitoring services for individuals whose PII was affected by the Unauthorized Disclosure. The Grantee shall bear the cost of notification to all individuals affected by the Unauthorized Disclosure, including individual letters and public notice. The remedies set forth in this Section are not exclusive and are in addition to any claims or remedies available to this State under this Grant Contract or otherwise available at law. The obligations set forth in this Section shall survive the termination of this Grant Contract.

- E. 10. **Performance Standards.** The Grantee hereby acknowledges and agrees that its performance under this Grant Contract shall meet the standards set forth in Section A of this Grant Contract, the DOC Community Corrections Program Standards as referenced in Attachment Four, all DOC Policies, and the conditions set forth in this Contract. If the Grantee fails to meet these standards, the State, at its exclusive option, may allow up to thirty (30) days for the provider to achieve compliance with the standards. If performance deficiencies are not resolved to the satisfaction of the State within the prescribed time, and if no extenuating circumstances can be documented by the Grantee to the State's satisfaction, the State may cancel the Grant Contract at the State's discretion.
- E. 11. **Notification of Closure.** The Grantee shall notify the State of the closure of its agency or facility no less than sixty (60) days prior to the actual date of closure. Failure to provide the State sixty (60) days written notice of the Grantee's intent to close its operations or any part of its operation shall be considered a breach of this Contract.
- E. 12. **Closure Transition.** Within thirty (30) days from the closure notification date, the Grantee shall work with the State to transition all Offenders placed with the Grantee, shall reconcile all records, transfer case files to DOC, and complete the Contract transition.
- E.13. **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 Grant Contract.

IN WITNESS WHEREOF,

GRANTEE LEGAL ENTITY NAME:

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GRANTEE SIGNATURE

DATE

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PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

**DEPARTMENT OF CORRECTION:**

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**LISA HELTON, INTERIM COMMISSIONER**

**DATE**

## ATTACHMENT ONE

### **Notice of Audit Report**

Check one of the two boxes below and complete the remainder of this document as instructed. Send completed documents as a PDF file to [cpo.auditnotice@tn.gov](mailto:cpo.auditnotice@tn.gov). **The Grantee should submit only one, completed “Notice of Audit Report” document to the State ninety (90) days prior to the Grantee’s fiscal year.**

- Grantee Legal Entity Name is subject to an audit for fiscal year #.
- Grantee Legal Entity Name is not subject to an audit for fiscal year #.

Grantee's Edison Vendor ID Number:

Grantee's fiscal year end:

Any Grantee that is subject to an audit must complete the information below.

Type of funds expended	Estimated amount of funds expended by end of Grantee's fiscal year
Federal pass-through funds a. Funds passed through the State of Tennessee b. Funds passed through any other entity	a.  b.
Funds received directly from the federal government	
Non-federal funds received directly from the State of Tennessee	

## ATTACHMENT THREE

### Parent Child Information

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

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

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

Grantee's Edison Vendor ID number:

Is Grantee Legal Entity Name a parent?      Yes       No

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

Is Grantee Legal Entity Name a child?      Yes       No

If yes, complete the fields below.

Parent entity's name: \_\_\_\_\_

Parent entity's tax identification number: \_\_\_\_\_

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

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

Parent entity's contact information

Name of primary contact person: \_\_\_\_\_

Address: \_\_\_\_\_

Phone number: \_\_\_\_\_

Email address: \_\_\_\_\_

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

