

Resolution No. RS2020-609

A resolution accepting a grant from the State of Tennessee, Department of Mental Health and Substance Abuse Services, to The Metropolitan Government of Nashville and Davidson County for the State Trial Courts to provide Tennessee Highway Safety Office Recovery Court Enhancements to existing recovery court programs and services to improve alcohol countermeasures.

WHEREAS, the State of Tennessee, Department of Mental Health and Substance Abuse Services, has awarded a grant in an amount not to exceed \$60,000.00 with no cash match required to The Metropolitan Government of Nashville and Davidson County for the State Trial Courts to provide Tennessee Highway Safety Office Recovery Court Enhancements to existing recovery court programs and services to improve alcohol countermeasures; and,

WHEREAS, it is to the benefit of the citizens of The Metropolitan Government of Nashville and Davidson County that this grant be accepted.

NOW, THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

Section 1. That the grant by and between the State of Tennessee, Department of Mental Health and Substance Abuse Services, in an amount not to exceed \$60,000.00, to The Metropolitan Government of Nashville and Davidson County for the State Trial Courts to provide Tennessee Highway Safety Office Recovery Court Enhancements to existing recovery court programs and services to improve alcohol countermeasures, a copy of which grant is attached hereto and incorporated herein, is hereby approved.

Section 2. That the amount of this grant be appropriated to the State Trial Courts based on the revenues estimated to be received and any match to be applied.

Section 3. That this resolution shall take effect from and after its adoption, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

APPROVED AS TO AVAILABILITY OF FUNDS:

DocuSigned by:

Kevin Crumbolt
Kevin Crumbolt, Director
Department of Finance

INTRODUCED BY:

Kyonte Jones

APPROVED AS TO FORM AND LEGALITY:

DocuSigned by:

Neki Eke
Assistant Metropolitan Attorney

Member(s) of Council

GRANT SUMMARY SHEET

Grant TN Highway Safety Office 20-21

Department: STATE TRIAL COURTS

Grantor: NATIONAL PRIORITY SAFETY PROGRAMS

Pass-Through Grantor TN DEPT. OF MENTAL HEALTH AND SUBSTANCE ABUSE SERVICES

Total Award this \$60,000.00

Cash Match \$0.00

Department Joe Werner
862-4230

Status CONTINUATION

Program Description:

Grant for the Davidson County Drug Court to undertake alcohol countermeasures safety project.

Plan for continuation of services upon

This grant is renewable. However, if the State ever discontinues the grant, the Drug Court will have to replace it with other grants or

Grants Tracking Form

Part One

Pre-Application <input type="radio"/>		Application <input type="radio"/>		Award Acceptance <input checked="" type="radio"/>		Contract Amendment <input type="radio"/>	
Department	Dept. No.	Contact		Phone	Fax		
STATE TRIAL COURTS	028	Joe Werner		8624230			
Grant Name:		TN Highway Safety Office 20-21					
Grantor:		NATIONAL PRIORITY SAFETY PROGRAMS		Other:			
Grant Period From:		10/01/20	<small>(applications only) Anticipated Application Date:</small>				
Grant Period To:		09/30/21	<small>(applications only) Application Deadline:</small>				
Funding Type:		FED PASS THRU	Multi-Department Grant <input type="checkbox"/> → If yes, list below.				
Pass-Thru:		TN DEPT. OF MENTAL HEALTH AND SUI	Outside Consultant Project: <input type="checkbox"/>				
Award Type:		COMPETITIVE	Total Award: \$60,000.00				
Status:		CONTINUATION	Metro Cash Match: \$0.00				
Metro Category:		Est. Prior.	Metro In-Kind Match: \$0.00				
CFDA #		20.616	Is Council approval required? <input type="checkbox"/>				
Project Description:		Applic. Submitted Electronically? <input checked="" type="checkbox"/>					
Grant for the Davidson County Drug Court to undertake alcohol countermeasures safety project.							
Plan for continuation of service after expiration of grant/Budgetary Impact:							
This grant is renewable. However, if the State ever discontinues the grant, the Drug Court will have to replace it with other grants or funding sources.							
How is Match Determined?							
Fixed Amount of \$		\$0.00	or	% of Grant			
Explanation for "Other" means of determining match:		Other: <input type="checkbox"/>					
For this Metro FY, how much of the required local Metro cash match:							
Is already in department budget?			Fund	Business Unit			
Is not budgeted?			Proposed Source of Match:				
(Indicate Match Amount & Source for Remaining Grant Years in Budget Below)							
Other:							
Number of FTEs the grant will fund:		1.00	Actual number of positions added:		0.00		
Departmental Indirect Cost Rate		18.72%	Indirect Cost of Grant to Metro:		\$11,232.00		
*Indirect Costs allowed? <input type="radio"/> Yes <input checked="" type="radio"/> No		% Allow.	0.00%	Ind. Cost Requested from Grantor:			
				\$0.00 in budget			
<small>*(If "No", please attach documentation from the grantor that indirect costs are not allowable. See Instructions)</small>							
Draw down allowable? <input type="checkbox"/>							
Metro or Community-based Partners:							

Part Two

Grant Budget

Budget Year	Metro Fiscal Year	Federal Grantor	State Grantor	Other Grantor	Local Match Cash	Match Source (Fund, BU)	Local Match In-Kind	Total Grant Each Year	Indirect Cost to Metro	Ind. Cost Neg. from Grantor
Yr 1	FY21		\$45,000.00		\$0.00		\$0.00	\$45,000.00	\$8,424.00	\$0.00
Yr 2	FY22		\$15,000.00		\$0.00		\$0.00	\$15,000.00	\$2,808.00	\$0.00
Yr 3	FY__									
Yr 4	FY__									
Yr 5	FY__									
Total		\$0.00	\$60,000.00	\$0.00	\$0.00		\$0.00	\$60,000.00	\$11,232.00	\$0.00
Date Awarded:		10/02/20		Tot. Awarded:		\$60,000.00	Contract#:		33901	
(or) Date Denied:				Reason:						
(or) Date Withdrawn:				Reason:						

Contact: trinity.weatherbsy@nashville.gov
vaughn.wilson@nashville.gov

GCP rec'd
10/12/20

GCP Approved
10/12/20

VW



GOVERNMENTAL GRANT CONTRACT

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

Begin Date October 1, 2020	End Date September 30, 2021	Agency Tracking # 33901	Edison ID		
Grantee Legal Entity Name Metropolitan Government of Nashville and Davidson County			Edison Vendor ID 4		
Subrecipient or Contractor <input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Contractor		CFDA # 20.616 National Priority Safety Programs			
		Grantee's fiscal year end June 30			
Service Caption (one line only) Tennessee Highway Safety Office Recovery Court Enhancements					
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
2021			\$45,000.00		\$45,000.00
2022			\$15,000.00		\$15,000.00
TOTAL:			\$60,000.00		\$60,000.00
Grantee Selection Process Summary					
<input checked="" type="checkbox"/> Competitive Selection		The Tennessee Department of Safety and Homeland Security with funding from US Dept. of Transportation, National Highway Traffic Safety Administration awards Grant Contracts based on the highest scores, data, and funding availability. Law enforcement grants will be awarded based on data provided by the TN Department of Safety and Homeland Security's Tennessee Integrated Traffic Analysis Network (TITAN) business unit. Data is imported into a funding allocation tool which places a dollar amount per county based on the data provided by TITAN.			
<input type="checkbox"/> Non-competitive Selection					
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.				<i>CPO USE - GG</i>	
					
Speed Chart (optional)		Account Code (optional)			

**GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF MENTAL HEALTH AND SUBSTANCE ABUSE SERVICES
AND
METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY**

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Mental Health and Substance Abuse Services, hereinafter referred to as the "State" or the "Grantor State Agency" and Metropolitan Government of Nashville and Davidson County, hereinafter referred to as the "Grantee," is for the provision of the Tennessee Highway Safety Office Recovery Court Enhancements program, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 4

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. Service Definitions:
- a. Alcohol Countermeasures Highway Safety Projects(s) (hereinafter referred to as "Project") as defined in the Tennessee Highway Safety Plan shall include: training for prosecutors and law enforcement officials in driving under the influence (DUI) prosecution techniques and reporting; law enforcement activities to decrease the number of DUI crashes; DUI toxicology testing and training to reduce the backload of pending DUI cases, youth alcohol programs designed to prevent the purchase and use of alcohol and DUI related crashes; programs to reduce DUI repeat offender behavior; designated driver programs; and programs to improve prosecution and reduce the backload of DUI cases pending in courts.
- A.3. The Grantee shall undertake Projects(s) which shall include but not be limited to: enhancing existing recovery court programs and services and/or implementing new recovery court programs in unserved and underserved communities.
- A.4. The Grantee shall prepare and submit to the State claims and status reports at a minimum of quarterly on the form specified by the State, for the quarters of the Federal Fiscal Year ending December 31, March 31, June 30, and September 30. All claims and status reports are due to the State office no later than the fifteenth (15th) of the second month following the end of the covered reporting period as shown below:

Monthly Claims and Status Reports	
Reporting Period	Due Date
October	November 15 th
November	December 15 th
December	January 15 th
January	February 15 th
February	March 15 th
March	April 15 th
April	May 15 th
May	June 15 th
June	July 15 th
July	August 15 th
August	September 15 th
September	October 15 th

Quarterly Claims and Status Reports	
Reporting Period	Due Date

October 1 through December 31	January 15 th
January 1 through March 31	April 15 th
April 1 through June 30	July 15 th
July 1 through September 30	October 15 th

A.5. The Grantee agrees:

- a. To prepare and submit to the State a final report, on the form specified by the State, thirty (30) days following the end of the final quarter.
- b. That all manufactured products used in implementing the Project under this Grant Contract are produced in the United States, in accordance with Section 165 of the Surface Transportation Act of 1982 (Pub.L. 97-424; 96 Stat. 2097), unless the Secretary of Transportation has determined under Section 165 that it is appropriate to waive this requirement.
- c. To comply with the provisions of the Buy America Act (49 U.S.C. 5323(j)), which contains the following requirements: only steel, iron and manufactured products produced in the United States may be purchased unless the Secretary of Transportation determines that such domestic purchases would be inconsistent with the public interest, that such materials are not reasonably available and of the satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than twenty-five percent (25%). Clear justification for the purchase of non-domestic items must be in the form of a waiver request submitted to and approved by the Secretary of Transportation.
- d. To comply with provisions of the Hatch Act (5 U.S.C 1501-1508) which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
- e. To not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.
- f. That, to receive funds under this Grant Contract, it has an acceptable financial management system pursuant to 49 CFR § 18.20.
- g. To identify, report and use any program income generated from grant funds as defined in 23 CFR Part 1200.34.
- h. That, to receive funds under this Grant Contract, it has an acceptable procurement system pursuant to 49 CFR § 18.36.
- i. To permit the State and the U.S. Department of Transportation to inspect the Grantee's records as deemed necessary for grant monitoring purposes.
- j. That facilities and equipment acquired under this Grant Contract for use in the highway safety program shall be used and kept in operation for highway safety purposes by the State; or the State, by formal agreement with appropriate officials of the Grantee, may cause the same to be used and kept in operation for highway safety purposes.
- k. That, when issuing statements, press releases, requests for proposals, bid solicitations and other document describing the Project, such documents clearly state:1) the percentage of the total cost of the project which will be financed with funds from this contract, and 2) the dollar amount of funds from this contract for the project.
- l. That every project must have a project director with subject matter expertise in the area of monitoring grants and providing timely, appropriate feedback to the State.

- m. That no continuation or extension of the project, express or implied, is provided for in this Grant Contract.

A.6. Drug-Free Workplace. The Grantee further agrees:

- a. To notify each employee engaged in the performance of this Grant Contract and to notify each such employee that as a condition of employment, he or she will abide by the terms of the Drug-Free Workplace Statement and notify his or her employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction. Notification by Grantee to employee shall take place by delivering a copy of the Drug-Free Workplace Guidelines established by the Tennessee Department of Human Resources to each employee.
- b. That, upon notification from an employee of any criminal drug statute conviction, the Grantee shall notify the State within ten (10) days after receiving notice from an employee of any criminal drug statute conviction.
- c. To take the following two (2) actions, within thirty (30) days of receiving notice from an employee of any criminal drug statute conviction, as provided in the second preceding paragraph:
 - (1) Taking appropriate personnel action against such an employee, up to and including termination: or
 - (2) Requiring such employees to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.
- d. To make a good faith effort to continue to maintain a drug free workplace through implementation of the subject matter of the three (3) preceding paragraphs.

A.7. Monitoring. In accordance with Section D.16., the State shall conduct program monitoring as follows:

- (1) State monitors shall notify the Grantee of their arrival, prior to site visit inception. The Grantee shall make available all relevant at the scheduled time chosen by the State, unless otherwise arranged with the State. Deviations from the proposed site visit date must be approved by the State no later than two (2) weeks prior to the site visit date.
- (2) The Grantee shall comply with any and all requests for information as issued by the State and is required to have all information scheduled for review, present and ready on the day and of the review. All requested information is to be prepared as specified by the State.
- (3) Following the monitoring visit or desk review, the Grantee shall receive a Monitoring Report. If the Monitoring Report indicates that the Grantee has incurred reportable findings, the Grantee shall be required to submit a Corrective Action Plan (CAP) for the State's approval. The CAP must include the date issued, the signature of the preparer, and must address each reportable finding listed in the Monitoring Report. The CAP must also include corrective action to be implemented, person responsible for implementing corrective action, and the CAP implementation date.
- (4) Grantee correspondence concerning the CAP must be submitted to the State electronically, as an attachment, via electronic mail (e-mail), and must include a cover letter on Grantee letterhead, conform to the State-approved format, and submitted within the timeframe specified by the State. No facsimile CAP information will be accepted.

- (5) If the CAP is satisfactory, the Grantee shall receive a CAP Approval Letter from the State. If the CAP is unsatisfactory, the Grantee shall receive a CAP Disapproval Letter requesting amendment and resubmission to the State. After the CAP is approved, the State shall conduct a follow-up site visit within sixty (60) days after the approval of the CAP. It is expressly understood and agreed the obligations set forth in this section shall survive the termination of this Grant Contract as specifically indicated herein.

A.8. Incorporation of Federal Award Identification Worksheet. The federal award identification worksheet, which appears as Attachment Two [2], is incorporated in this Grant Contract.

B. TERM OF CONTRACT:

This Grant Contract shall be effective for the period beginning on October 1, 2020 ("Effective Date") and ending on September 30, 2021, ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Sixty Thousand Dollars (\$60,000.00) ("Maximum Liability"). The Grant Budget attached and incorporated as Attachment One [1] 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.
- 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. 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. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.
- C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the 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:

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

- a. Each invoice 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: Department of Mental Health and Substance Abuse Services, Division of Substance Abuse Services.
 - (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).

- (7) Grantee Name.
- (8) Grantee Tennessee Edison Registration ID Number 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 quarterly grant disbursement reports within thirty (30) days following September 30, December 31, March 31, and a final invoice and grant disbursement reconciliation report within forty-five (45) days of the Grant Contract end date and 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:

Ellen L. Abbott, Director of Criminal Justice Services
Division of Substance Abuse Services
Tennessee Department of Mental Health and Substance Abuse Services
Andrew Jackson Building, 5th Floor
500 Deaderick Street
Nashville TN 37243
Email Address: ellen.l.abbott@tn.gov
Telephone: (615) 253-7837
Fax: (615) 532-2419

The Grantee:

John Cooper, Mayor
Janet Hobson
Metropolitan Government of Nashville and Davidson County
Davidson County Residential Drug Court
1 Public Square, Suite 100
Nashville, TN 37201
Email Address: mayor@nashville.gov; janethobson@jjs.nashville.org
Telephone: (615) 862-4230

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, Department of Mental Health and Substance Abuse Services." 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. The Grantee shall be audited in accordance with applicable Tennessee law. If the Grantee is subject to an audit under this provision, then the Grantee shall complete Attachment Three [3].
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.
- 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. No Acquisition of Equipment or Motor Vehicles. This Grant Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under this Grant Contract.
- D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl
- D.29. Governing Law. This 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. 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.3. 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.4. The Grantee shall provide a drug-free workplace pursuant to the "Drug-Free Workplace Act," 41 U.S.C. §§ 8101 through 8106, and its accompanying regulations.
- E.5. Federal Funding Accountability and Transparency Act (FFATA).

This Grant Contract requires the Grantee to provide supplies or services that are funded in whole or in part by federal funds that are subject to FFATA. The Grantee is responsible for ensuring that all applicable FFATA requirements, including but not limited to those below, are met and that the Grantee provides information to the State as required.

The Grantee shall comply with the following:

a. Reporting of Total Compensation of the Grantee's Executives.

- (1) The Grantee shall report the names and total compensation of each of its five most highly compensated executives for the Grantee's preceding completed fiscal year, if in the Grantee's preceding fiscal year it received:
- i. 80 percent or more of the Grantee's annual gross revenues from Federal procurement contracts and federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and sub awards); and
 - ii. \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act (and sub awards); and
 - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. § 78m(a), 78o(d)) or § 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>).

As defined in 2 C.F.R. § 170.315, "Executive" means officers, managing partners, or any other employees in management positions.

- (2) Total compensation means the cash and noncash dollar value earned by the executive during the Grantee's preceding fiscal year and includes the following (for more information see 17 CFR § 229.402(c)(2)):
- i. Salary and bonus.
 - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives and are available generally to all salaried employees.
 - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
 - v. Above-market earnings on deferred compensation which is not tax qualified.
 - vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

- b. The Grantee must report executive total compensation described above to the State by the end of the month during which this Grant Contract is established.
- c. If this Grant Contract is amended to extend its term, the Grantee must submit an executive total compensation report to the State by the end of the month in which the amendment to this Grant Contract becomes effective.
- d. The Grantee will obtain a Data Universal Numbering System (DUNS) number and maintain its DUNS number for the term of this Grant Contract. More information about obtaining a DUNS Number can be found at: <http://fedgov.dnb.com/webform/>.

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

E.6. Transfer of Grantee's Obligations.

The Grantee shall not transfer or restructure its operations related to this Grant Contract without the prior written approval of the State. The Grantee shall immediately notify the State in writing of a proposed transfer or restructuring of its operations related to this Grant Contract. The State reserves the right to request additional information or impose additional terms and conditions before approving a proposed transfer or restructuring.

E.7. Equal Opportunity. As a condition for receipt of grant funds, the Grantee agrees to comply with 41 C.F. R. § 60-1.4 as that section is amended from time to time during the term.

E.8. Rule 2 Compliance. The State and the Grantee shall comply with obligations under Rule 2 of the Confidentiality of Alcohol and Drug Abuse Patient Records, and its accompanying regulations as codified at 42 C.F.R. §§ 2.1 *et seq.*

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

E.9. Professional Practice. The Grantee shall assure that there is a code of conduct in place and applicable to all employees that covers, at minimum, business practices, clinical practices, and service recipient/staff interaction/fraternization. Further, Grantee's personnel shall conduct their practice in conformity with all applicable statutes, rules and regulations, and recognized ethical standards of their profession. Procedures for reporting violations of the ethical standards shall be developed and communicated to staff upon hire and annually thereafter, which shall include a non-reprisal approach for persons reporting suspected violations, as well as a description of possible sanctions for violating the standards. Failure to implement a code of conduct in accordance with this section and to adequately address suspected violations of the code of conduct may be cause for termination of this Grant Contract.

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

- E.11. Title VI Compliance. Grantee shall comply with requirements of Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d-1, pursuant to the guidelines established by the Tennessee Human Rights Commission's Title VI Compliance Office, by completing all of the following items:
- a. Provide name and contact information of Grantee's Title VI Coordinator to State.
 - b. Ensure Policies and Procedures Manual contains a Title VI section with information on:
(a) Filing a complaint; (b) Investigations; (c) Report of findings; (d) Hearings and appeals;
(e) Description of Title VI Training Program; (f) Limited English Proficiency (LEP) procedure; and (g) Retaliation.
 - c. Train all staff (regular, contract, volunteer) on Title VI upon employment and annually thereafter. Training documentation shall be made available upon request of State and include: 1) dates and duration of each training; 2) list of staff completing training on each date.
 - d. Annually complete and submit a Title VI self-survey as supplied by State.
 - e. Implement a process and provide documentation to ensure service recipients are informed of Title VI and how to file a discrimination complaint.

Additional Title VI resources may be found at: <https://www.tn.gov/behavioral-health/for-providers/training/crisis-services-and-suicide-prevention-training/title-vi-.html>

E.12. Suspension of Payment.

- a. The State may suspend payment under this Grant Contract on the following grounds:
 - i. Grantee's failure to comply with the terms of Section A of this Grant Contract.
 - ii. More than one instance, after written notice, of Grantee's failure to address reportable findings in a Monitoring Report issued by the State.
 - iii. Grantee's failure to comply with any terms of this Grant Contract, which the State determines is detrimental to the welfare or best interests of Grantee's service recipients.
- b. The State will provide written notice to Grantee for the suspension of payments under this Grant Contract. The State may suspend payment pending resolution of an investigation or until Grantee corrects a finding of non-compliance with the terms of this Grant Contract. Suspension of payments shall not exceed two hundred and forty (240) days. Failure to comply with the terms of this Grant Contract or correct the State's finding of non-compliance within two hundred and forty (240) days entitles the State to exercise any right at law or in equity, including without limitation, termination of this Grant Contract.

E.13. kidcentraltn.com. If goods or services provided under this Grant Contract are appropriate for inclusion in the State services directory located at www.kidcentraltn.com ("Directory"):

- a. The State shall designate a "Gatekeeper" to: 1) provide instruction on which goods or services should be included in the Directory; 2) invite Grantee to create one or more program profiles in the Directory; 3) review, approve and publish Grantee's profiles; and 4) monitor activity related to the profiles.
- b. Grantee shall, under the guidance of the Gatekeeper, create one or more program profiles in the Directory (if Grantee has more than one service appropriate for the Directory, Gatekeeper will instruct which services to include) as appropriate. Grantee shall update any profiles it creates at least every six months and, in the event of any change in information, update the profile within ten (10) business days. If Grantee has a

website, Grantee shall provide a link to www.kidcentraltn.com from the appropriate section of the website.

- c. If Grantee develops print or electronic materials on behalf of the State or uses State funds that are intended for general distribution to parents, families, children, or professionals who work directly with children or families, Grantee must place the "kidcentral tn" logo on those materials. Covered materials include, by way of example only, brochures, posters, promotional postcards, mailers. The State reserves the right to instruct Grantee to apply the "kidcentral tn" logo or brand to any other materials, using templates provided by the State. The logo requirement does not apply to materials that have already been printed, designed or originating from the federal government, national organizations or other groups where Grantee serves as a pass-through of the materials. The "kidcentral tn" logo should not be applied to individualized correspondence or materials intended for a single family or professional and should not be applied to purely administrative materials (materials about rules, sanctions, regulations, enforcement).

FOR THE PROVISION OF THE TENNESSEE HIGHWAY SAFETY OFFICE RECOVERY COURT ENHANCEMENTS PROGRAM:

IN WITNESS WHEREOF,

METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

"See next page"

GRANTEE SIGNATURE

DATE

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF MENTAL HEALTH AND SUBSTANCE ABUSE SERVICES:

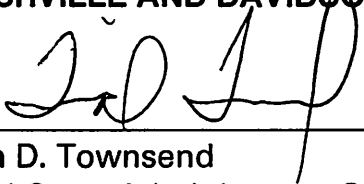
MARIE WILLIAMS, COMMISSIONER

DATE

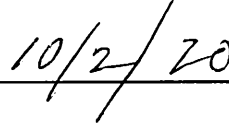
**SIGNATURE PAGE
FOR
GRANT NO. Tennessee Department of Mental Health and Substance Abuse Services
Tennessee Highway Safety Office (THSO)**

IN WITNESS WHEREOF, the parties have by their duly authorized representatives set their signatures.

**METROPOLITAN GOVERNMENT OF
NASHVILLE AND DAVIDSON COUNTY**



Tim D. Townsend
Trial Court Administrator-State Trial Court



Date

**APPROVED AS TO AVAILABILITY
OF FUNDS:**

DocuSigned by:



Kevin Grumbo, Director
Department of Finance

10/15/2020

Date

APPROVED AS TO RISK AND INSURANCE:

DocuSigned by:



Director of Insurance

10/16/2020

Date

**APPROVED AS TO FORM AND
LEGALITY:**

DocuSigned by:



Metropolitan Attorney

10/15/2020

Date

John Cooper
Metropolitan Mayor

Date

ATTEST:

Metropolitan Clerk

Date

GRANT BUDGET SUMMARY				
Agency Name: Metropolitan Government of Davidson County				
Program Code Name: Recovery Court Enhancements GFY21				
The grant budget line-item amounts below shall be applicable only to expense incurred during the following				
Applicable Period: BEGIN 10/1/2020 END: 9/30/2021				
POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1, 2	Salaries, Benefits & Taxes ²	\$60,000.00	\$0.00	\$60,000.00
4, 15	Professional Fee, Grant & Award ²	\$0.00	\$0.00	\$0.00
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications ²	\$0.00	\$0.00	\$0.00
11, 12	Travel, Conferences & Meetings ²	\$0.00	\$0.00	\$0.00
13	Interest ²	\$0.00	\$0.00	\$0.00
14	Insurance ²	\$0.00	\$0.00	\$0.00
16	Specific Assistance To Individuals ²	\$0.00	\$0.00	\$0.00
17	Depreciation ²	\$0.00	\$0.00	\$0.00
18	Other Non-Personnel ²	\$0.00	\$0.00	\$0.00
20	Capital Purchase ²	\$0.00	\$0.00	\$0.00
22	Indirect Cost ²	\$0.00	\$0.00	\$0.00
24	In-Kind Expense ²	\$0.00	\$0.00	\$0.00
25	GRAND TOTAL	\$60,000.00	\$0.00	\$60,000.00

¹ Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, *Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A.*
https://www.tn.gov/content/dam/tn/finance/documents/fa_policies/policy3.pdf

² Applicable detail follows this page if line-item is funded.

GRANT BUDGET				
Agency Name: Metropolitan Government of Davidson County				
Program Code Name: Recovery Court Enhancements I GFY21				
The grant budget line-item amounts below shall be applicable only to expense incurred during the following				
Applicable Period:		BEGIN 10/1/2020	END: 6/30/2021	
POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1, 2	Salaries, Benefits & Taxes ²	\$45,000.00	\$0.00	\$45,000.00
4, 15	Professional Fee, Grant & Award ²	\$0.00	\$0.00	\$0.00
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications ²	\$0.00	\$0.00	\$0.00
11, 12	Travel, Conferences & Meetings ²	\$0.00	\$0.00	\$0.00
13	Interest ²	\$0.00	\$0.00	\$0.00
14	Insurance ²	\$0.00	\$0.00	\$0.00
16	Specific Assistance To Individuals ²	\$0.00	\$0.00	\$0.00
17	Depreciation ²	\$0.00	\$0.00	\$0.00
18	Other Non-Personnel ²	\$0.00	\$0.00	\$0.00
20	Capital Purchase ²	\$0.00	\$0.00	\$0.00
22	Indirect Cost ²	\$0.00	\$0.00	\$0.00
24	In-Kind Expense ²	\$0.00	\$0.00	\$0.00
25	GRAND TOTAL	\$45,000.00	\$0.00	\$45,000.00

¹ Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, *Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A.*
https://www.tn.gov/content/dam/tn/finance/documents/fa_policies/policy3.pdf

² Applicable detail follows this page if line-item is funded.

GRANT BUDGET LINE-ITEM DETAIL:

Agency Name: Metropolitan
Government of
Davidson County
Recovery Court
Program Code Name: Enhancements I
GFY21
Begin Date: 10/1/2020
End Date: 6/30/2021

SALARIES, BENEFITS & TAXES	AMOUNT
Salaries	\$35,253.00
Benefits and Taxes	\$9,747.00
TOTAL	\$45,000.00

Agency Name: Metropolitan Government of Davidson County**Program Code Name: Recovery Court Enhancements I GFY21**

APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during th

Position Title	Monthly Salary	Percent of Month Working on Program	# of Months working	Salary Allocated for Program (C*D*E)	Taxes & Benefits as % of Salary	Taxes and Benefits allocated for Program (F*G)
Residential Monitor Supervisor	\$3,917	100.00%	9	\$35,253	27.65%	\$9,747
TOTAL				\$35,253		\$9,747

GRANT BUDGET				
Agency Name: Metropolitan Government of Davidson County				
Program Code Name: Recovery Court Enhancements II GFY21				
The grant budget line-item amounts below shall be applicable only to expense incurred during the following				
Applicable Period: BEGIN 7/1/2021 END: 9/30/2021				
POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1, 2	Salaries, Benefits & Taxes ²	\$15,000.00	\$0.00	\$15,000.00
4, 15	Professional Fee, Grant & Award ²	\$0.00	\$0.00	\$0.00
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications ²	\$0.00	\$0.00	\$0.00
11, 12	Travel, Conferences & Meetings ²	\$0.00	\$0.00	\$0.00
13	Interest ²	\$0.00	\$0.00	\$0.00
14	Insurance ²	\$0.00	\$0.00	\$0.00
16	Specific Assistance To Individuals ²	\$0.00	\$0.00	\$0.00
17	Depreciation ²	\$0.00	\$0.00	\$0.00
18	Other Non-Personnel ²	\$0.00	\$0.00	\$0.00
20	Capital Purchase ²	\$0.00	\$0.00	\$0.00
22	Indirect Cost ²	\$0.00	\$0.00	\$0.00
24	In-Kind Expense ²	\$0.00	\$0.00	\$0.00
25	GRAND TOTAL	\$15,000.00	\$0.00	\$15,000.00

¹ Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, *Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A.*
https://www.tn.gov/content/dam/tn/finance/documents/fa_policies/policy3.pdf

² Applicable detail follows this page if line-item is funded.

GRANT BUDGET LINE-ITEM DETAIL:

Agency Name: Metropolitan
Government of
Davidson County
Recovery Court
Program Code Name: Enhancements II
GFY21
Begin Date: 7/1/2021
End Date: 9/30/2021

SALARIES, BENEFITS & TAXES	AMOUNT
Salaries	\$11,751.00
Benefits and Taxes	\$3,249.00
TOTAL	\$15,000.00

Agency Name: Metropolitan Government of Davidson County
Program Code Name: Recovery Court Enhancements II GFY21

APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during th

Position Title	Monthly Salary	Percent of Month Working on Program	# of Months working	Salary Allocated for Program (C*D*E)	Taxes & Benefits as % of Salary	Taxes and Benefits allocated for Program (F*G)
Residential Monitor Supervisor	\$3,917	100.00%	3	\$11,751	27.65%	\$3,249
TOTAL				\$11,751		\$3,249

Federal Award Identification Worksheet

Subrecipient's Name (must match registered name in DUNS)	Nashville & Davidson County, Metropolitan Government Of
Subrecipient's DUNS number	078217668
Federal Award Identification Number (FAIN)	69A3752030000405dTNM
Federal Award Date	October 01, 2020 - September 30, 2021
CFDA Number and Name	20.616 National Priority Safety Programs
Grant Contract's Begin Date	October 1, 2020
Grant Contract's End Date	September 30, 2021
Amount of Federal Funds Obligated by this Grant Contract	\$60,000.00
Total Amount of Federal Funds Obligated to the Subrecipient	
Total Amount of the Federal Award to the Pass-through Entity (Grantor State Agency)	\$300,000.00
Name of the Federal Awarding Agency	Tennessee Department of Safety
Name and Contact Information for the Federal Awarding Official	
Is the Federal Award for Research and Development	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Indirect Cost Rate for the Federal Award (See 2 C.F.R. §200.331 for information on type of indirect cost rate)	

form generated on: 8/11/2020

ATTACHMENT 3

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 at Monitoring.TDMHSAS@tn.gov 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: 4

Is Metropolitan Government of Nashville and Davidson County a parent?

Yes No

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

Is Metropolitan Government of Nashville and Davidson County a child?

Yes No

If yes, complete the fields below.

Parent entity's name: Metropolitan Government of Nashville and Davidson County

Parent entity's tax identification number: 2-620694743-014-4

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
3rd Floor, WRS Tennessee Tower
312 Rosa L Parks Avenue
Nashville, TN 37243

Parent entity's contact information

Name of primary contact person: Janet Hobson

Address: 1406 County Hospital Road, Nashville, TN 37218

Phone number: 615-862-4230

Email address: janethobson@jis.nashville.gov

Parent entity's Edison Vendor ID number, if applicable: 4