

LEGISLATIVE TRACKING FORMFiling for Council Meeting Date: 07/15/25

Resolution



Ordinance

Contact/Prepared By: Kati GuentherDate Prepared: 08/23/24Title (Caption): Community Corrections Services Grant FY26Submitted to Planning Commission? ☒ N/A ☐ Yes-Date: _____ Proposal No: _____Proposing Department: State Trial Courts Requested By: J. Bart Pickett, Trial court AdministratorAffected Department(s): State Trial Courts Affected Council District(s): All**Legislative Category (check one):**

- | | | |
|---|--|--|
| <input type="checkbox"/> Bonds | <input type="checkbox"/> Contract Approval | <input type="checkbox"/> Intergovernmental Agreement |
| <input type="checkbox"/> Budget - Pay Plan | <input type="checkbox"/> Donation | <input type="checkbox"/> Lease |
| <input type="checkbox"/> Budget - 4% | <input type="checkbox"/> Easement Abandonment | <input type="checkbox"/> Maps |
| <input type="checkbox"/> Capital Improvements | <input type="checkbox"/> Easement Accept/Acquisition | <input type="checkbox"/> Master List A&E |
| <input type="checkbox"/> Capital Outlay Notes | <input checked="" type="checkbox"/> Grant | <input type="checkbox"/> Settlement of Claims/Lawsuits |
| <input type="checkbox"/> Code Amendment | <input type="checkbox"/> Grant Application | <input type="checkbox"/> Street/Highway Improvements |
| <input type="checkbox"/> Condemnation | <input type="checkbox"/> Improvement Acc. | <input type="checkbox"/> Other: _____ |

FINANCE Amount +/-: \$ \$ 1,475,430.00**Match:** \$ \$ 0.00
Funding Source: Capital Improvement Budget
 Capital Outlay Notes
 Departmental/Agency Budget
 Funds to Metro
 General Obligation Bonds
 Grant
 Increased Revenue Sources

 Judgments and Losses
 Local Government Investment Project
 Revenue Bonds
 Self-Insured Liability
 Solid Waste Reserve
 Unappropriated Fund Balance
 4% Fund
 Other: _____
Approved by OMB: Aaron Pratt *EP*

Date to Finance Director's Office: _____

Approved by Finance/Accounts: _____

APPROVED BYApproved by Div Grants Coordination: Juanita Paulsen**FINANCE DIRECTOR'S OFFICE:** _____**ADMINISTRATION**

Council District Member Sponsors: _____

Council Committee Chair Sponsors: _____

Approved by Administration: _____ Date: _____

DEPARTMENT OF LAW

Date to Dept. of Law: _____ Approved by Department of Law: _____

Settlement Resolution/Memorandum Approved by: _____Date to Council: _____ For Council Meeting: _____ ☐ E-mailed Clerk
☐ All Dept. Signatures ☐ Copies ☐ Backing ☐ Legislative Summary ☐ Settlement Memo ☐ Clerk Letter ☐ Ready to File

Department of Law - White Copy

Administration - Yellow Copy

Finance Department - Pink Copy

GRANT SUMMARY SHEET

Grant Name: Community Correction Services FY26-28 RFPG# 32952-13007

Department: STATE TRIAL COURTS

Grantor: TENNESSEE DEPARTMENT OF CORRECTIONS

**Pass-Through Grantor
(If applicable):**

Total Award this Action: \$1,475,430.00

Cash Match Amount \$0.00

Department Contact: Kati Guenther
880-3664

Status: CONTINUATION

Program Description:

A Grant to the Davidson County Community Corrections Program to provide community-based supervision and treatment services as an alternative felony supervision program to divert felony offenders from the Tennessee prison system.

Plan for continuation of services upon grant expiration:

We would seek other grants and funding to maintain the program.

Grants Tracking Form

Part One

Pre-Application

Application

Award Acceptance

Contract Amendment

Department	Dept. No.	Contact	Phone	Fax
STATE TRIAL COURTS	028	Kati Guenther	880-3664	

Grant Name:

Community Correction Services 26

Grantor:

TENNESSEE DEPARTMENT OF CORRECTIONS

Other:

Grant Period From:

07/01/25

(applications only) Anticipated Application Date:

Grant Period To:

06/30/26

(applications only) Application Deadline:

Funding Type:

STATE

Multi-Department Grant

Pass-Thru:

Outside Consultant Project:

Award Type:

COMPETITIVE

Total Award:

\$1,475,430.00

Status:

CONTINUATION

Metro Cash Match:

\$0.00

Metro Category:

Est. Prior.

Metro In-Kind Match:

\$0.00

CFDA #

N/A

Is Council approval required?

Project Description:

Applic. Submitted Electronically?

A Grant to the Davidson County Community Corrections Program to provide community-based supervision and treatment services as an alternative felony supervision program to divert felony offenders from the Tennessee prison system.

Plan for continuation of service after expiration of grant/Budgetary Impact:

We would seek other grants and funding to maintain the program.

How is Match Determined?

Fixed Amount of \$0.00 or % of Grant Other:

Explanation for "Other" means of determining match:

For this Metro FY, how much of the required local Metro cash match:

Is already in department budget?

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:

17.00

Actual number of positions added:

0.00

Departmental Indirect Cost Rate

22.90%

Indirect Cost of Grant to Metro:

\$337,873.47

*Indirect Costs allowed?

Yes

No

% Allow.

6.78%

Ind. Cost Requested from Grantor:

\$100,000.00

in budget

*(If "No", please attach documentation from the grantor that indirect costs are not allowable. See Instructions)

Draw down allowable?

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	FY26		\$1,475,430.00					\$1,475,430.00	\$337,873.47	\$100,000.00
Yr 2	FY27									
Yr 3	FY 28									
Yr 4	FY__									
Yr 5	FY__									
Total		\$0.00	\$1,475,430.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,475,430.00	\$337,873.47	\$100,000.00
Date Awarded:				06/16/25	Tot. Awarded:	\$1,475,430.00	Contract#:	RFGP 32952-13007		
(or) Date Denied:					Reason:					
(or) Date Withdrawn:					Reason:					

Contact: juanita.paulsen@nashville.gov
vaughn.wilson@nashville.gov

GCP Received 6/17/25

GCP Approved 6/18/25

JP

RESOLUTION NO. _____

A resolution accepting a Community Correction Services grant from the Tennessee Department of Correction to the Metropolitan Government, acting by and through the State Trial Courts, to divert eligible offenders from the Tennessee prison system by providing community-based supervision and treatment services through the Davidson County Community Corrections Program.

WHEREAS, the Tennessee Department of Correction has awarded a grant in an amount not to exceed \$1,475,430 with no cash match required to the Metropolitan Government, acting by and through the State Trial Courts, to divert eligible offenders from the Tennessee prison system by providing community-based supervision and treatment services through the Davidson County Community Corrections Program; 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 Tennessee Department of Correction, in an amount not to exceed \$1,475,430, to the Metropolitan Government, acting by and through the State Trial Courts, to divert eligible offenders from the Tennessee prison system by providing community-based supervision and treatment services through the Davidson County Community Corrections Program, a copy of which is attached hereto and incorporated herein, is hereby approved, and the Metropolitan Mayor is authorized to execute the same.

Section 2. That the amount of this grant be appropriated to the State Trial Courts based on 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:

Jenneen Reed/mjr
Jenneen Reed, Director
Department of Finance

INTRODUCED BY:

Member(s) of Council

APPROVED AS TO FORM AND
LEGALITY:

Nicki Eke
Assistant Metropolitan Attorney

**GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF CORRECTION
AND
DAVIDSON COUNTY COMMUNITY CORRECTIONS PROGRAM**

This Grant Contract, by and between the State of Tennessee, Department of Correction, hereinafter referred to as the "State" and Davidson County Community Corrections Program, hereinafter referred to as the "Grantee," is for the provision of Community-Based Treatment Services for Offenders, as further defined in the "SCOPE OF SERVICES."

The Grantee is a local government program.

Grantee Place of Incorporation or Organization: 408 2nd Ave N #2100, Nashville, TN 37201

Grantee Edison Vendor ID # 0000000004

A. SCOPE OF SERVICES AND DELIVERABLES:

A.1. The Grantee shall provide all 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.

Behavioral Health Specialist (“BHS”). 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.

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, issued by the State of Tennessee 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 as indicated in TCA 40-36-101 et seq.

Consumer Price Index (“CPI”). A measure of the average change over time in the prices paid by urban consumers for a market basket of consumer goods and services. The CPI can be found through the Bureau of Labor and Statistics website: <https://www.bls.gov/cpi/>

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).

Criminal Injury Compensation Fee (“CICF”). A fee paid by an offender each month with monies used to financially assist victims of a violent crime that results in personal injury.

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 as described in TDOC Policy #514.01, as may be revised.

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) (EBP). 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.

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 and can be found through the US Department of Health and Human Services (HHS) site <https://www.hhs.gov/hipaa/for-professionals/privacy/index.html>.

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

Learning Management System (LMS). An electronic repository of State training courses for State and Grantee staff. The courses satisfy TDOC annual in-service training requirements including but not limited to PREA, Respectful Workplace, Drug-Free Workplace, and Ethics.

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, licensed by the State of Tennessee, 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 Alcohol and Drug 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, licensed by the State of Tennessee, 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, licensed by the State of Tennessee, 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, licensed by the State of Tennessee, 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.

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.

Moral Reconation Therapy (“MRT”). A manualized, cognitive-behavioral intervention for reducing risk for criminal recidivism by targeting criminogenic needs.

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 visitatorial powers to inspect and examine workplaces.

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.

<https://bja.ojp.gov/program/prea/overview#:~:text=On%20September%204%2C%202003%2C%20President,correctional%20facilities%20in%20this%20country.>

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 as indicated in TCA 40-35-303, et seq.

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.

Program Plan. A detailed clinical manual that outlines the use of clinical guidelines including resources, program activities, care pathways, and clinical protocols for the facilitation and delivery of quality substance use treatment.

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 as indicated in TDOC Policy #113.09, as may be revised.

Recidivism. As defined in Public Chapter 1051, the percentage of convicted 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 recipient's 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 as indicated in TDOC Policy #512.01, as may be revised.

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.

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 the Community Corrections Program Standards (Attachment Two).

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.

Weapon. Any instrument or device for use in attack or defense. This includes is not limited to: tasers, OC spray, and batons.

A.3. Required Programs and Service Offerings

- A.3.1. The Grantee shall provide close supervision to Offenders court-ordered to be supervised by the Grantee, addressing the identified criminogenic needs and risk factors utilizing Evidence-Based Programming ("EBP") and/or approved treatment components.
- A.3.2. The Grantee shall develop and implement a community-based program for non-violent felony offenders as an alternative to incarceration and as described in the Tennessee Department of Correction (TDOC) Community Correction Request for Grant Proposal (RFGP), which resulted in this agreement and is incorporated hereto by reference.
- A.3.3. 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 Correction RFGP that resulted in this agreement. Said Grantee proposal is incorporated hereto by reference.
- A.3.4. The Grantee shall operate in accordance with the mandates of the Tennessee Community Corrections Act of 1985, T.C.A. 40-36-106, incorporated hereto by reference, Community Corrections Rules Chapter 0420-2-2 incorporated hereto by reference and the Community Corrections Program Minimum Standards ("Program Standards") as referenced in Attachment Two, as may be revised. Failure to comply with said Minimum Standards may be considered grounds for grant contract termination by the State.
- A.3.5. The Grantee shall assist their local Community Correction Advisory Board in accomplishing the duties outlined in T.C.A. 40-36-202.
- A.3.6. The Grantee shall provide reasonable accommodations for service delivery to all Offenders with a 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.
- A.3.7. The Grantee shall provide interpretation and translation services to those Offenders deemed as Limited English Proficient (LEP) in accordance with the plan and procedures as submitted to and approved in writing by the State.

A.4. Program Components

- A.4.1. The Grantee shall strive to reduce admissions to incarceration from local communities to the greatest extent possible, based on funded resources. The goal of the program shall be to reduce the probability of continued criminal behavior and to increase safety to the community.
- A.4.2. The Grantee shall provide the following program services at the Grantee's location. Program services may include one or a combination of the following services:
 - a. Supervision – The Grantee shall operate in accordance with the State's Program Standards as referenced in Attachment Two, as may be revised. All Offenders under supervision of a Community Corrections Grantee shall have conducted at a minimum a State-approved Validated Risk Needs Assessment. The Grantee will

utilize an evidence-based sanctions process approved in writing by TDOC to address offender non-compliance while on supervision.

- b. Day Reporting Center Programs – Non-residential reporting center services shall include, but are not limited to, job readiness skills, substance abuse treatment, and group counseling services for special need offenders and probation/parole violators. See Section A.7. for additional requirements when proposing a Day Reporting Center.
- c. Evidence-Based Programming (EBP) – May be offered at the Community Corrections sites. The Grantee shall design and implement class schedules that maximize accessibility for Offenders. The Grantee must utilize State-approved curriculum for all identified EBP. See Section A.5. for additional requirements when offering EBP
- d. Substance Use Treatment Services – The Grantee must administer State-indicated assessments for all referred or sentenced Offenders. The Grantee shall refer the Offender to the approved treatment provider network within the applicable county for treatment, placement in a residential, intensive outpatient, or outpatient program as indicated. See Section A.6 for additional requirements when offering Substance Use Treatment Services.

A.5. Evidence-Based Programming (EBP)

- a. The Grantee will provide State-approved Evidence-Based Programming to Offenders court-ordered to Community Corrections for supervision. The State approved Evidence-Based programming shall include, but is not limited to the following programming as detailed here and in Attachment Three:
 - 1. Moral Reconciliation Therapy (MRT)
 - 2. Cognitive-Behavioral Intervention Therapy (CBIP)
 - 3. Thinking 4 A Change (T4C)
 - 4. Reasoning & Rehabilitation (RNR)
 - 5. Matrix
 - 6. Hazelton Curriculum
 - 7. Courage to Change Curriculum
- b. The Grantee must utilize the State-approved curriculum for all identified EBP. The State will facilitate training **as training resources become available. Once trained, Grantee staff shall** begin implementation of EBP facilitation to all Offenders as identified by the RNA and any other State approved assessments.
- c. EBP shall be offered at the Community Corrections sites. The Grantee shall design and implement class schedules that maximize accessibility for Offenders.
- d. The Grantee shall provide receipt of EBP recommendation and enrollment of an Offender for the specified Program within forty-eight (48) hours as outlined in the results of the RNA.
- e. Groups shall not be less than three (3) or exceed fifteen (15) Offenders at any given time, including facilitation within remote areas unless otherwise directed by the State.

- f. The Grantee shall conduct Pre- and Post-Assessments for all applicable programs (utilizing an assessment tool approved by the State) identifying the Offender's baseline presentation and any resulting change in presentation following the completion of the EBPs. Pre/Post Assessment shall be conducted as follows:
 - 1. Pre-Assessment designed to evaluate the Offender's criminal thinking, social desirability, and motivation for treatment shall be administered within the first two (2) Program sessions.
 - 2. Post-Assessment designed to evaluate the Program's effect on change in the Offender's criminal thinking, social desirability, and engagement shall be administered on the last day of Program facilitation.
 - 3. All completed Pre- and Post-Assessments shall be maintained in the Offenders case file.
- g. The Grantee shall be responsible for weekly documentation and communication of the Offender's attendance and adherence to EBP requirements within the State's OMS.
- h. EBP Monthly Operating Summary. Within the first sixty (60) business days of the Effective Date of the Contract, the Grantee shall design a monthly reporting template. Beginning in the third (3rd) business month of the Contract, the Grantee shall provide a Monthly Operating Summary delineating the status of the EBP delivery operations occurring in the prior month. At a minimum, the monthly summary shall include:
 - 1. Total number of Offenders accepted to each EBP;
 - 2. Total number of Offenders enrolled in each EBP;
 - 3. Total number of Offenders completing each EBP;
 - 4. Total number of discharges from EBP's and reason for discharge;
 - 5. Pre- and Post-Assessment averages on all EBP participants who successfully complete each EBP;
 - 6. Total number of groups facilitated in each Grantee office;
 - 7. Staffing levels including shortfalls and unfilled positions;
 - 8. Ancillary statistics, service statistics, incident reports, and all other monthly reporting requirements delineated under the scope of services of this contract or required by TDOC policy
- i. The Monthly Operating Summary report shall be due on or before the seventh (7th) business day of the following month in an Excel spreadsheet and shall identify successes and potential problems and resolutions. Ad hoc reports may be requested as needed.
- j. Discharges from the EBPs require prior approval by the Grantee Program Manager and must be documented in the OMS and Offender case file.

- k. Grantee shall maintain an EBP roster for each Program facilitated for the State's review.
- l. The Grantee shall document in the OMS Program completion and or discharges as specified in Attachment Five, TDOC Policy # 703.02 (Offender Contact Notes) and the Community Correction Contact Notes Manual, which the State shall provide to the Grantee at grant contract signing.

A.6. Substance Use Treatment Services – (Subsections b-e only applicable if Grantee has its own treatment staff/providers)

- a. The Grantee shall administer State-indicated assessments for all referred or sentenced Offenders. The Grantee shall refer the Offender to the approved treatment provider network within the applicable county for treatment, placement in a residential, intensive outpatient, or outpatient program as indicated
- b. The Grantee shall complete the required court 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.
- c. The Grantee shall enter into written and signed agreements with approved TDMHSAS Community Treatment providers for the referral and placement of Offenders with evaluated substance-use treatment needs. The Grantee shall provide copies of all signed agreements to the State no later than fourteen (14) business days after the contract start date.
- d. The Grantee budget must include all costs for Offender treatment.
- e. If the Grantee does have its own treatment staff and or providers, the Grantee must provide the State a written treatment plan which details the services to be provided.

A.7. Day Reporting Centers – only applicable if Grantee proposal included a Day Reporting Center

Should a Grantee wish to offer State-approved DRC services, the Grantee must apply and be approved by TDMHSAS to serve as a State network treatment provider. Grantee must adhere to all guidelines, standards, and regulatory authority for licensure and operation. All payment guidelines and service fees must be in line with TDMHSAS fee structure. This term is only applicable to established Grantee agencies as previously approved by the State. Grantees must submit a program plan and licensure documentation.

- a. The Grantee shall provide DRC services at approved locations within the State of Tennessee as found in Attachment Five TDOC Policy #514.01, as may revised. 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 ensure that therapeutic group sessions and services be limited to a maximum of fifteen (15) Offenders to one (1) clinical provider.
- d. The Grantee must provide supervision services in accordance with the Program Standards as set forth in Attachment Three.
- e. 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.
- f. 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 Validated RNA 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.
 - 1. Offenders must have an alcohol and/or drug treatment need,
 - 2. Must have two (2) years or more remaining on supervision,
 - 3. Score a moderate to high need for substance use treatment based on State-approved assessment tools,

4. Referrals for services may only be accepted from local sentencing court or TDOC. The Grantee is prohibited from accepting the following Offenders for service placement:
 - a) Offenders that are sentenced or classified as a Sexual Offender,
 - b) Offenders without an assessed need for alcohol or drug treatment,
 - c) Other designated Offenders deemed ineligible by the Grantee and approved in writing by the State.
- g. 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:
 1. LPC, MHSP
 2. LCSW
 3. LPE
 4. LSPE
 5. LADAC II
 6. Psychologist
- h. The Grantee shall provide case management services to include but not limited to:
 1. Medical appointment management,
 2. Aftercare planning,
 3. Behavioral Health Services,
 4. Transportation Services (both public and private offerings)
- i. 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.
- j. 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.
- k. The State will not reimburse the Grantee for DRC services provided to Offenders who are not sentenced to Community Corrections by court-order or a TDOC supervised Offender. Any Offender referred to the DRC from an outside entity must seek reimbursement of service fees from the referring entity directly.

- I. The Grantee shall collect fifteen dollars (\$15.00) per month from each offender serving a sentence under the Grantee's community corrections supervision.

1. In each annual period of this Grant Contract, the Grantee shall expend the total amount collected pursuant to this section in the performance of this Grant Contract, and said expenditures shall not be deemed allowable costs reimbursable under this contract.
2. The Grantee shall report the total amount collected and expended pursuant to this section in each annual grant disbursement reconciliation report. The maximum total amount reimbursable by the State for each annual period pursuant to this Grant Contract shall be reduced by the amount of any Grantee failure to collect and expend funds required by this section and the Grant Budget (as the Grantee Match Requirement)
3. If a Grantee makes staff changes resulting in either an increase or a reduction in the number of case carrying officers on its salary detail, the dollar amount of fees to be collected from offenders will be recalculated, with the new amount documented on the salary detail and monthly reimbursement requests.

- A.8. The Grantee must provide written job descriptions and job qualifications for all positions of the agency. Each job description includes the job title, responsibilities of the position, and required minimum experience and education.

A.9. Staffing

The Grantee shall follow the following guidelines for the hiring of a designated program staff for the operation of Community Corrections programs:

- a. **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.
- b. Grantees who elect to operate a Day Reporting Center (DRC) must have a Program Manager who meets the criteria listed below or employ a Clinical Director who meets the criteria listed below:
 - 1) Minimum education of a Master's Level degree and include at a minimum one of the following clinical designations:
 - a) LPC, MHSP
 - b) LCSW
 - c) LACAD II
 - d) LSPE
 - e) Psychologist
 - 2) and must possess the proper license and credentials through the Tennessee Health-Related Boards.
- c. **Case Officer:** Minimum education of a baccalaureate degree from an accredited college or 4-year university. The State will accept a candidate for the position of Case Officer with a minimum of four (4) years of qualifying full-time professional law enforcement experience in lieu of a baccalaureate degree. Law enforcement experience counts as

qualifying full-time professional experience. The Grantee must maintain proof of a valid baccalaureate degree or qualifying professional experience for all staff hired in Case Officer position for review at the time of annual audits by OIG staff. If the Grantee fails to submit the documentation within the required time frame, the Grantee must terminate the staff member.

- d. **Clinical Staff:** 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 develop and provide to the State a tracking plan/process for maintaining all Clinical Staff licensure and certifications.
 - 1) 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.
 - 2) Upon extending an offer of employment, the Grantee shall provide the State with the candidate's full name, date of birth, social security number, driver's license, sex, and race to complete a national background check. The State will conduct a national background check and review the results, if approved, the State will notify the program manager to move forward with the offer of employment. The Program Manager will include a copy of all background check results provided by the State in their personnel files. Failure to conduct mandatory pre-employment screenings prior to position appointment shall find the Grantee in violation of this grant contract and subject to grant contract termination.
 - 3) Grantees must submit all current employees, volunteers, and interns' full names, date of birth, social security number, driver's license, sex, and race for an annual national background check. The State will conduct the national background check and provide the results to the Grantee. A copy of all background check results must be retained in the Grantee's personnel files.
 - 4) The Grantee will maintain a current, complete and confidential personnel record of each employee.
 - 5) The Grantees shall ensure all vacant position(s) are filled within sixty (60) calendar days of posting. Failure to fill the identified vacant position(s) after ninety (90) calendar days shall be subject to suspension of funding for the identified vacant position(s). If a Grantee fails to fill identified vacant position(s) after one hundred twenty (120) calendar days, the identified position(s) shall be eliminated for the remainder of the specified contract year. Any payroll savings resulting from a vacant position will only be approved for use of operational expenses and will not be approved for any salary increases or one-time bonus payments.

A.10. Staff Salaries

- a. Salaries and benefits for all program staff positions shall be comparable to similar positions with the State or in the marketplace starting with year one of the contract term.

- b. Salaries and benefits for all program staff positions shall include a cost inflator of the lessor of 2.5% or the prior year's CPI per contract year starting with year one of each contract cycle in a consecutive manner. The annual raises must be reflected in the budget document for each year of the contract term. This is subject to funding availability by the State as referenced in Grant contract section D.9.
- c. Any residual funds including any payroll savings and payroll equity identified at the end of each contract term shall only be utilized for operational expenses upon written approval from the State. Grantee shall adhere to all salaries as proposed and incorporated hereto in reference as Attachment One (Grant Budget). Program staff salaries will not receive additional funding. The State will not entertain requests to utilize payroll savings or payroll equity for one-time bonuses, to fund staff salary increases, or to add funds to employee retirement/401k accounts.
- d. All annual, sick, and compensatory leave must be taken during the fiscal year that the leave was accrued. The State shall not be responsible for any carryover leave.

A.11. Staff Training

- a. The Grantee shall provide all new, professional staff 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. Evidence-Base Programming (EBP) as detailed in Section A.4.a.
 - 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 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 new classified Case Officers who are designated to provide supervision services 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. All training 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 of annual in-service training to all Case Officers after the completion of their first year. The State will work with the grantee to directly provide 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 pre-service training and annual in-service training hours for clerical and support staff, managers, officers, treatment staff and volunteers.
- g. 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 for a minimum of five (5) years in accordance with the State's RDA.
- h. TDOC will provide the Grantee access to the State's Learning Management System (LMS) so that Grantee staff are able to access State-provided training courses and completed training documentation.

A.12. 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.
- c. Under no circumstances, will the State reimburse rental expenses for property used by a Community Correction Grantee when the relevant property is owned by an employee (or a member of the employee's family) of the Community Correction Grantee and whose salary is paid from the Grant Contract.

A.13. Security

The Grantee shall submit to the State for review and written approval a security plan the addresses at a minimum any of the following potential security threats. These identified threats are not all-inclusive and may be adjusted at the State's discretion.

- 1) Office/Location Access Controls
- 2) Emergency Plan, inclusive of Active Shooter, Natural Disaster, Security Breach, Presentation of Medical Crisis, and Physical Altercations between program staff and/or Offenders.

- A.14.** Written policy, procedure, and practice provide that all purchases and requisitioning equipment and motor vehicles purchased with state funds over \$5,000 must comply with the Standards, Terms and Conditions, Section D.27. of the signed Contract. The Grantee shall submit an inventory control report in compliance with Section D.27. of the contract for all items purchased over \$5,000.00.

- A.15.** No vehicle purchased with State funds can be assigned directly to a Grantee employee and be used to travel to and from home to their workstation without approval from the State. Any exceptions must be in accordance with the State of Tennessee, Department of Finance and Administration's Comprehensive Travel Regulations, Policy 8. All vehicles, unless an exception is granted by the State, must be pooled, and made available for staff use. Vehicles must be parked at the Grantee Office at night. If any of the vehicles are needed at night for official business i.e. surveillance, home visits, etc.) purposes, or if an employee must leave in the morning to travel to outlying areas, the vehicle may be assigned daily as these assignments arise and be driven home by the employee.

A.16. Performance Measures

The Grantee shall adhere to the performance measures for Day Reporting Centers, Evidence-Based Programs, and Supervision Services as outlined within this grant contract. Failure to meet the minimum standards as outlined herein and in Attachment Three shall result in a grantee being non-compliant and be subject to grant contract termination.

- a. The Grantee shall maintain a ninety percent (90%) compliance rating on all monthly performance measures as outlined with the Program Standards provided by TDOC.
- b. The Grantee shall maintain a ninety percent (90%) compliance rating of all case file reviews completed by both the grantee and by designated State staff.
- c. The Grantee shall maintain a ninety percent (90%) compliance rating for all OIG Annual Audits.
- d. The Grantee shall maintain compliance with OSHA and TOSHA guidelines and shall be reviewed and monitored by the State.
- e. The Grantee shall maintain compliance with all State and Local Fire Marshal codes. The State shall conduct a verification of compliance on annual basis.
- f. 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.17. Reporting Requirements

- a. The Grantee shall utilize the TDOC OMS for all Offender documentation related to case management and supervision. All documentation within the OMS shall utilize the appropriate Contact Note and Contact Codes provided by the State. The Contact Note Handbook for Community Corrections will be provided by the State at contract signing so that the Grantee may refer to the handbook for directions on appropriate contact note usage. Should the State acquire a new OMS in which Contact Notes are removed, the State will provide the Grantee with the appropriate training and procedures for documentation of all case management and supervision activity.
- b. The Grantee shall measure, track, and report all Offender program success to the State utilizing assessments and mechanisms as developed by the State.
- c. The Grantee shall maintain documentation of all program certifications and accreditation to be reviewed at the request of the State.

- d. All Offender case files shall be maintained for a minimum of five (5) years in accordance with the State's RDA.

A.18. The Grantee shall collect fifteen (\$15) dollars per month from Each offender serving a sentence under the Grantee's Community Corrections supervision

- a. In each annual period of this Grant Contract, the Grantee shall expend the total amount collected pursuant to this section in the performance of this Grant Contract, and said expenditures shall not be deemed allowable cost reimbursable under this contract.
- b. The Grantee shall report the total amount collected and expended pursuant to this section in each annual grant disbursement reconciliation report (required by Grant Contract Section C.7). The maximum total amount reimbursable by the state for each annual period pursuant to this Grant Contract shall be reduced by the amount of any Grantee failure to collect and expend the funds required by this section and the Grant Budget (as the Grantee Match Requirement).
- c. If a Grantee makes staff changes resulting in either an increase or a reduction in the number of case carrying officers on its salary detail, the dollar amount of fees to be collected from offenders will be recalculated based on the number of offenders to be supervised by the Grantee, with the new amount documented on the salary detail and monthly reimbursement requests.
- d. Per TCA 40-36-306, the Grantee shall collect thirty (\$30) CIC fees from each offender under supervision, beginning thirty (30) days after the offender has been assigned to Grantee supervision. The Grantee shall send all CIC fee monies to the State quarterly.

B. TERM OF GRANT CONTRACT:

This Grant Contract shall be effective on July 1, 2025 ("Effective Date") and extend for a period of twelve (12) months after the Effective Date ("Term"). The State shall have no obligation for goods or services provided by the Grantee prior to the Effective Date.

C. PAYMENT TERMS AND CONDITIONS:

- C.1.** Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed One Million Four Hundred and Seventy Five Thousand Four Hundred and Thirty Dollars (\$1,475,430.00) ("Maximum Liability"). The Grant Budget, attached and incorporated hereto as Attachment One, shall constitute 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, 2025-June 30, 2026 \$ 1,475,430.00

- 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 Term 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. Then, 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: Department of Correction, Division of Community Corrections.
 - (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-items. 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 forty-five (45) 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 Section C of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit said 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 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 contract period 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 matter in relation thereto. 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 non-allowable costs.
- C.12. State's Right to Set Off.** The State reserves the right to deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or any other contract 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 present 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 (said 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 in a timely or proper manner, or if the Grantee violates any terms of this Grant Contract ("Breach Condition"), the State shall have the right to immediately terminate the Grant Contract and withhold payments in excess of compensation for completed services or provided goods. Notwithstanding the above, the Grantee shall not be relieved of liability to the State for damages

sustained by virtue of any Breach Condition and the State may seek other remedies allowed at law or in equity for breach of this Grant Contract.

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.

The Grantee acknowledges, understands, and agrees that this Grant Contract shall be null and void if the Grantee is, or within the past six months has been, an employee of the State of Tennessee or if the Grantee is an entity in which a controlling interest is held by an individual who is, or within the past six months has been, an employee of the State of Tennessee.

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:

Cody Tracey, Contract Administrator
Tennessee Department of Correction
320 Sixth Avenue North
Nashville, TN 37243
cody.tracey@tn.gov
Telephone # 615.741.4792

The Grantee:

Larissa Burdette, Program Manager
Davidson County Community Corrections Program
408 2nd Ave N #2100, Nashville, TN 37201
larissaburdette@jnsnashville.gov
Telephone # 615-862-8370

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 agrees 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 such 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 ("HITECH") Act 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 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 or delivered by the parties under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the parties to receive or deliver the information without entering into a business associate agreement or signing another document.
- d. The Grantee will indemnify the State and hold it harmless for any violation by the Grantee or its subcontractors of the Privacy Rules. This includes the costs of responding to a breach of protected health information, the costs of responding to a government enforcement action related to the breach, and any fines, penalties, or damages paid by the State because of the violation.

- 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 and its employees and all sub-grantees 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 for a period of five (5) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

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

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

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. For Grantee fiscal years beginning on or after October 1, 2024, an audit threshold of one million dollars (\$1,000,000) shall apply.

At least ninety (90) days before the end of its fiscal year, the Grantee shall complete the Information for Audit Purposes ("IAP") form online (accessible through the Edison Supplier Portal) to notify the State whether or not Grantee is subject to an audit. The Grantee should submit only one, completed form online during the Grantee's fiscal year. Immediately after the fiscal year has ended, the Grantee shall fill out the End of Fiscal Year ("EOFY") form (accessible through the Edison Supplier portal). 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.

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.

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 Grantee shall also submit a copy of the audit report to:

Chris Hansen, Assistant Commissioner, Community Supervision
Tennessee Department of Correction
320 Sixth Avenue North
Nashville, TN 37243
Chris.Hansen@tn.gov
Telephone # 615.253.8140

- 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 agreement shall not be construed as a waiver or relinquishment of any such 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 hereto.
- 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.

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

- 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 with the exception of the \$15 Supervision Fee and the \$30 CIC Fee detailed in Section A.18., and any other court ordered restitution or fees.
- 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.

- 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 of the parties' agreement. This Grant Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, 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 hereof shall not be affected thereby 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 Grant Grantee by the State or acquired by the Grant 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 Grant Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Grant 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. Grant 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.

D.36. State Sponsored Insurance Plan Enrollment. The Grantee warrants that it will not enroll or permit its employees, officials, or employees of contractors to enroll or participate in a state sponsored health insurance plan through their employment, official, or contractual relationship with Grantee unless Grantee first demonstrates to the satisfaction of the Department of Finance and Administration that it and an contract entity satisfies the definition of a governmental or quasigovernmental entity as defined by federal law applicable to ERISA.

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 coverages 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., 3rd 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 and five million dollars (\$5,000,000) aggregate.

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 Professional Malpractice Liability 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 five million dollars (\$5,000,000) per occurrence or claim and 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 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.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 Three, 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,

DAVIDSON COUNTY COMMUNITY CORRECTIONS
PROGRAM:



GRANTEE SIGNATURE

6/16/25

DATE

J. Bart Pickett, Trial Court Administrator- State Trial Courts

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

TENNESSEE DEPARTMENT OF CORRECTION:

FRANK STRADA, COMMISSIONER

DATE

SIGNATURE PAGE
FOR
GRANT NO. Community Corrections Services FY26

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

METROPOLITAN GOVERNMENT OF
NASHVILLE AND DAVIDSON COUNTY

See attached signature page

J. Bart Pickett, Trial Court Administrator
State Trial Courts

Date

APPROVED AS TO AVAILABILITY
OF FUNDS:

Jenneen Reed/mjr

Jenneen Reed, Director of Finance
Department of Finance

6/27/2025 | 12:23 PM CDT

Date

APPROVED AS TO RISK AND INSURANCE:

Balagun Cobb

Director of Insurance

6/27/2025 | 3:09 PM CDT

Date

APPROVED AS TO FORM AND
LEGALITY:

Niki Eke

Metropolitan Attorney

6/27/2025 | 3:07 PM CDT

Date

Freddie O’Connell
Metropolitan Mayor

Date

ATTEST:

Metropolitan Clerk

Date

GRANT BUDGET – ATTACHMENT ONE				
Additional Identification Information As Necessary				
The Grant Budget line-item amounts below shall be applicable only to expense incurred during the following				
Applicable Period: BEGIN: JULY 1, 2025 END: JUNE 30, 2026				
POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1. 2	Salaries, Benefits & Taxes	1,259,000.00	0.00	0.00
4, 15	Professional Fee, Grant & Award ²	80,000.00	0.00	0.00
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	28,700.00	0.00	0.00
11. 12	Travel, Conferences & Meetings	7,330.00	0.00	0.00
13	Interest ²	-	0.00	0.00
14	Insurance	100.00	0.00	0.00
16	Specific Assistance To Individuals ⁵	100.00	0.00	0.00
17	Depreciation ²	-	0.00	0.00
18	Other Non-Personnel ²	100.00	0.00	0.00
20	Capital Purchase ²	100.00	0.00	0.00
22	Indirect Budget ⁴	100,000.00	0.00	0.00
24	In-Kind Expense	-	0.00	0.00
N/A	Grantee Match Requirement (for any amount of the required Grantee Match that is <u>not</u> specifically delineated by budget line-items above) ³			
25	GRAND TOTAL	1,475,430.00	0.00	0.00

¹ Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, *Uniform Reporting Requirements and Budget Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A.*

² Applicable detail attached if line-item is funded.

³ A Grantee Match Requirement is detailed by this Grant Budget, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the "Grant Contract" column above, shall be reduced by the amount of any Grantee failure to meet the Match Requirement.

⁴ Indirect costs which are in excess of 0 percent of total direct costs of \$100,000 whichever is less will not be allowed unless the Respondent is a cognizant agency. In that event, indirect costs may be higher if approved by the State.

⁵ If agency is budgeting a particular amount under the budget line-item "Specific Assistance to Individuals" for re-entry services to include but not be limited to: offender transportation, housing, or medical services, said amount should be broken out under a budget line-item detail

ATTACHMENT ONE

GRANT BUDGET LINE-ITEM DETAIL:

PROFESSIONAL FEE, GRANT & AWARD	AMOUNT
Drug Testing; Counseling Services; Workbooks/Equipment for Treatment Curriculum	80,000.00
	80,000.00

Part-time Salaries for Psychiatrist, Licensed Alcohol and Drug Counselor

INTEREST	AMOUNT
Specific, Descriptive, Detail (Repeat Row As Necessary)	0
TOTAL	0

DEPRECIATION	AMOUNT
Specific, Descriptive, Detail (Repeat Row As Necessary)	0
TOTAL	0

OTHER NON-PERSONNEL	AMOUNT
Membership Dues - Tennessee Community Corrections Association (TCCA); American Probation and Parole Association (APPA); Recidivism Research and Development Studies; Recruiting	100
TOTAL	100

CAPITAL PURCHASE	AMOUNT
Placeholder for Purchases of Fixed Assets: Vehicles, Desktop Computers, Laptops, Printers, etc.	100
TOTAL	100

COMMUNITY CORRECTIONS SUPERVISION PROGRAM STANDARDS:

POLICIES AND PRACTICES

AP1.00 The Grantee must ensure policies and practices are implemented that exhibit compliance with “The Community Corrections Act of 1985” as outlined in TCA 40-36-101 - TCA 40-36-306 and comply with all rules outlined in the promulgated rules of The Tennessee Department of Corrections Chapter 0420-2-2-.01 – 0420-2-2.12 Tennessee Community Corrections Program.

AP1.01 The Grantee will have a local advisory board or committee that is representative of the community, and its membership complies with TCA 40 36 201.

AP1.02 The Grantee’s Advisory Board or committee shall meet at a minimum of once a month for the first three months of a new program and quarterly thereafter. (Rules 0420-2-2-.08)

AP1.03 The Grantee has a written policy and procedure that provides that the operation of the agency and its provision of services are the responsibility of the agency Advisory Board/Committee, program manager, or their designee.

AP1.04 The Grantee must have a written policy to ensure all offenders receive an annual risk and need assessment using the Validated Risk and Needs Assessment (RNA) instrument approved by the Tennessee Department of Correction.

AP1.05 The Grantee has a policy and procedure/operations manual and quantifiable performance standards which are reviewed, updated, and approved at least annually by the Advisory Board/Committee, made available to all staff and volunteers, and upon request to others. Staff shall sign and date a form acknowledging they have read and been trained in the necessary manuals.

AP1.06 All changes to a Grantee’s policies, procedures/operations manual, and performance standards shall be submitted to the Tennessee Department of Correction (TDOC) for written approval before implementation and adopted by the Advisory Board/Committee.

AP1.07 The Grantee will have a written policy and procedure specifying that all materials relating to any offender with whom the Grantee has had personal contact, shall be maintained for at least five (5) years after termination of the case, and/or until all audits issues have been resolved; whichever is longer.

AP1.08 Written policy and procedure provide that the use of physical force must be reasonable and proportionate to ensure the safety of the public, self, others, and property, and to gain control of a situation.

AP1.09 The Grantee must have policy and procedure to ensure they operate under an annual written budget of anticipated revenues and expenditures that is approved by the governing authority.

AP1.10 The Grantee must ensure written fiscal policies, procedures, and practices adopted by the governing authority, including, at a minimum, the following: internal controls, petty cash, bonding, signature controls on checks, offender funds, receipting, and employee expense reimbursements.

AP1.11 Written policy, procedure, and practice provide that the Grantee, at a minimum, prepares and distributes to its governing authority and appropriate agencies and individuals the following documents: income and expenditure statements, funding source financial reports, and independent audit reports.

AP1.12 Written policy, procedure, and practice provide that all funds, including any canteen funds, are audited independently following standard accounting procedures and that an annual financial status report is available as a public document.

AP1.13 The Grantee must have a written policy and procedure governing the inventory control, purchasing, and requisitioning of supplies.

AP1.14 The Grantee must ensure policy and procedure provide that all Grantee facilities meet all state and local building and fire codes. Policy and procedure must include a process to ensure all facilities are equipped with written emergency operational plans and outline the process to ensure all staff are trained on the emergency operation plan.

AP1.15 The Grantee must ensure written policy and procedure for volunteer citizen involvement including a system for selection, training, term of service, termination of service, and definition of tasks. The written policy must include a process and procedure to ensure a written agreement by the volunteer to abide by all agency policies and procedures and to document and ensure a national background check is conducted before performing volunteer services.

S2.00 The Grantee must have a written policy and procedure governing case officer pre-sentence investigations, and preparation of reports per the Tennessee Department of Correction Pre-Sentence Investigation (PSI) manual. The policy and procedure should at a minimum address the following:

- (a) Confidentiality,
- (b) Inclusion of a risk and needs assessment,
- (c) The review process before submission,
- (d) The process to ensure a post-sentence report is completed within 45 days if a pre-sentence report was not ordered by the sentencing court.

S2.01 The Grantee must have a written policy, procedures, and practice governing case record management, including, at a minimum, the following areas:

- a) The use and content of offender records
- b) The right to privacy
- c) Security, placement, and preservation of records
- d) Schedule for retiring or destroying inactive records
- e) Record entry into TDOC OMS
- f) Confidentiality
 - a. Offender access,
 - b. Staff access,
 - c. Circumstances when the release of information is permitted,
 - d. Restrictions on the type of information that can be released,
 - e. Release of information,
 - f. Internal case record audits.

S2.02 The Grantee must have written policies to ensure that all staff adhere to Tennessee Department of Correction procedures regarding access and use of the TDOC Offender Management System (OMS) . Grantees shall be aware of and ensure the necessity of system security procedures. All Grantees will utilize the TDOC OMS system as mandated by the Tennessee Department of Correction, including required entries in the TDOC OMS.

S2.03 The Grantee must have a policy and procedure to establish a process for the successful discharge/termination of offenders that includes a process for a routine review of participants who qualify to be discharged/terminated from the program.

S2.04 The Grantee must have a written policy and procedures to ensure the transfer of offender supervision to and from other agencies. All transfers shall be acceptable if an offender has a residence in the receiving agency county, is determined to be ready for transfer, and has the sentencing court's permission to transfer.

S2.05 The Grantee must have a written policy and procedure requiring that all offenders are informed of the grievance procedure available and review the procedure with the offender during the intake process.

S2.06 The Grantee must have a written policy and procedure to ensure an Offender Case Plan is completed on each offender after the Risk and Needs Assessment (RNA). The policy and process must comply with TDOC policies #703.02 and #513.11.

S2.07 The Grantee must have a written policy and procedure to ensure all offenders on Community Correction supervision have a written, signed behavioral contract. At intake, the Grantee must discuss and develop with each offender a written behavioral contract based on the assessment of offender needs, outlining specific objectives to be achieved by the offender while in the program, the offender's obligations to the victim and community, and signed by the offender agreeing to abide by the terms of the contract.

S2.08 The Grantee must have a written policy and procedure that governs the ability of the Grantee's case officers to conduct searches of an offender, an offender's residence, an offender's vehicle, and an offender's personal property. The policy must require case officers to successfully complete training on searches. The policy and training must be in compliance with all state and federal laws.

S2.09 The Grantee must have a written policy and procedure that governs the ability of the Grantee's case officers to utilize weapons in accordance with state and federal laws, excluding the use of firearms unless permitted by law while performing the case officer's job duties. If the Grantee permits the carrying of weapons, the policy must state and define what type of weapons are allowed. The policy must also state all training requirements provided by the Grantee are in compliance with all state and federal laws regarding the use of listed weapons while performing the job duties of a case officer.

S2.10 The Grantee must develop a policy to identify levels of supervision and regulate movement between levels in accordance with evidence-based practices. The Grantee's policy must ensure that the offender's level of supervision aligns with the offender's assessed risk score. The Grantee policy allows supervision levels to be more intensive but not less intensive than the Tennessee Department of Correction supervision levels. All offender contacts as stated below must be recorded in both the offender case file and in the TDOC OMS. The Grantee will follow supervision-level requirements to ensure offender supervision matches level assignment as indicated within the following and detailed in the attached supervision matrix:

- 1) Level One (Intake):
 - Offenders shall be placed under this plan of supervision at the beginning of their supervision. Once the offender has been assessed pursuant to the TDOC-approved RNA, the offender shall be placed in the corresponding supervision level based upon their assessed level of risk. Offenders shall not remain in a Level 1 intake for more than 45 days.
- 2) Level Two (Enhanced):
 - This supervision level includes offenders assessed as "criminally diverse" or "high violent," "high drug," "high property," or "high" by the risk and needs assessment as approved by TDOC.
- 3) Level 3 (Medium):
 - This supervision level includes offenders assessed as "moderate" by the risk and need assessment as approved by TDOC.
- 4) Level 4 (Minimum):
 - This supervision level includes offenders assessed as "low" by the risk and needs assessment approved by TDOC.
- 5) Warrant on Bond:
 - Offenders released on bond, pending a revocation hearing, shall be moved to the "Warrant on Bond" supervision level in the TDOC OMS until disposition. If the offender is returned to supervision after disposition of a revocation, the officer shall complete a risk reassessment to determine the appropriate level of supervision.

- 6) The Grantee must develop a policy to identify levels of supervision and direct the frequency and types of interaction with offenders **not** actively supervised within the community.
- a) Absconder: Offenders identified as having absconded from supervision. This supervision level requires one arrest check monthly and one NCIC check annually.
 - b) Deported: Offenders identified as having been deported before expiring their suspended sentence. This supervision level requires one arrest check per year and one NCIC check annually.
 - c) Detainer: Offenders identified as being detained for pending charges. This supervision level requires one verification of incarceration per month and one arrest check per month.
 - d) In Custody: Offenders identified as being incarcerated. This supervision level requires one verification of incarceration per month and one arrest check per month.
 - e) Warrant: Offenders identified as having an active warrant for their arrest. This supervision level requires one arrest check per month.
 - f) Residential Treatment: Offenders are identified as being placed in a treatment facility for mental health, substance abuse, or physical care for a minimum of 30 days. This supervision level requires one verification of placement per month and one arrest check per month.

S2.11 The Grantee must have a written policy specifying the type of actions required to locate and recover absconders before the issuance of a violation warrant. An absconder is defined as an offender who conceals their whereabouts and/or avoids or flees from supervision. Grantee policy must identify the minimum time in which a violation warrant is filed with the sentencing court.

S2.12 The Grantee must have a written policy to establish a process for handling known and alleged violations. Following confirmation of a violation, the case officer will adhere to established procedures to determine what action is required.

S2.13 The Grantee must have a written policy requires that, in court-ordered cases where the victim suffered monetary and/or property loss, there will be a written restitution contract discussed and developed with each offender containing these minimum elements:

- a) Name of offender and victim.
- b) Total amount of restitution.
- c) The amount of payment.
- d) The method of payment; and
- e) The payment schedule.

S2.14 The Grantee must have a written policy and procedure to govern community service processes. The policy must include:

- a) Offender placement,
- b) Supervision of offenders,
- c) The exclusion of donations as an allowable substitution for community service requirements,
- d) Offender behavior expectations,
- e) Documentation requirements.

S2.15 The Grantee must have a written policy and procedure governing offender payments (fees, fines, restitution) collected by the agency to include:

- a) A method of receipting,
- b) A method of depositing,
- c) A method of reporting,
- d) A provision that the actual fees collected are used to lower the reimbursement request.

EP3.00 The Grantee must offer Evidence-Based Programs (EBP) services to offenders with substance use, mental health, or co-occurring disorders who are served by the Grantee.

EP3.01 The Grantee must have a written policy and procedure governing the delivery of one or more of the manualized training programs listed in Attachment Three. TDOC may provide training and curricula for the EBP manualized training programs as training resources are available.

TR4.00 The Grantee must have written policy and procedure governing the delivery of treatment services to those offenders whom they serve with a treatment need for substance use disorder, behavioral health, or co-occurring disorders.

TR4.01 The Grantee must have a policy and procedure outlining the selected method of treatment delivery to offenders they service. The Grantee may elect to partner through a subcontract or a Memorandum of Understanding Agreement (MOU) with a community treatment provider. The Grantee may also select to employ clinical staff and provide in-house treatment. All treatment methods selected must meet the approval and licensing requirements of the Tennessee Department of Mental Health and Substance Abuse Services (TDMHSAS) to provide treatment services to offenders for substance use disorder, behavioral health, or co-occurring disorders. Any subcontract or MOU must be approved by TDOC before the Grantee enters into such contract or MOU.

TR4.02 The Grantee must have a policy and procedure to ensure all offenders under supervision are assessed to identify any treatment needs for substance use disorder, behavioral health, and/or co-occurring disorder. The approved assessments for screening include but are not limited to the Validated Risk & Needs Assessment, TCUDS, and ASI/ASAM to determine substance use and mental health needs and the level of care.

Required Documentation, Reports, and Outcome Measures

AP5.00 The Grantee staff will prepare an annual report within sixty calendar days following the end of the fiscal year of its activities which will include, at a minimum, statistical data, activities, and financial data. The annual report shall be provided to the advisory board or committee, the State Director of Community Correction as well as the Tennessee Department of Correction.

AP5.01 The Grantee must ensure an annual independent fiscal audit of the agency is conducted. The Grantee is responsible for securing and scheduling the auditor. All independent fiscal audit results will be sent to TDOC and must be received no later than nine (9) months after the close of the fiscal year.

AP5.02 The Grantee will prepare and submit a monthly statistical report in a format provided by TDOC to the Tennessee Department of Correction Central Office no later than the 15th of each month. Reports should include any major incidents and program services highlights. If the Grantee relies on an external information system (such as government or agency-wide) for generating its reports and cannot submit said reports by the 15th calendar day of each month, the Grantee may request in writing, a 7-calendar day waiver from the Director of the State's Community Correction Division.

AP5.03 All incidents occurring within the jurisdiction of the Grantee concerning the safety and securing of the facility, community, staff, and/or offender, or those which may result in media attention, must be reported

within 24 hours of occurrence to the TDOC Central Command Center (CCC). The report shall be placed in the Offender's case file and copy forwarded to the State Director of Community Corrections.

AP5.04 The Grantee will maintain a current, complete, and confidential personnel record of each employee.

AP5.05 The Grantee must ensure the implementation of a written procedure providing for a personnel manual that is reviewed and approved by the governing authority annually and is made available for employees that cover, at a minimum, the following areas:

- Organizational
- Chart Staff
- Development
- Recruitment and Selection
- Promotion
- Job Qualifications and Job Descriptions
- Affirmative Action
- Title VI
- Grievance and Appeal
- Procedures Sexual Harassment
- Orientation
- Employee
- Evaluation
- Personnel Records
- Benefits
- Holidays
- Leave (Annual, Sick, Holiday, Maternity,
- Military) Hours of Work (Time Sheets)
- Compensation
- Travel
- Disciplinary
- Procedures
- Termination
- Resignation
- Employee Probationary Period

S6.00 In the event an error occurs when entering a contact note in TDOC OMS and an edit or deletion request must be made, (i.e., duplication, entered under wrong offender, incorrect date/time, etc.), the author or staff person who found the error shall notify a supervisor using the Contact Note Edit/Deletion Request Memo. The exact editing request shall be composed and forwarded to the supervisor (i.e., in an email), and must contain the date and name of the requesting staff person. The supervisor shall review the requested correction(s) and, if appropriate, request the edit or deletion of the contact note through the TDOC Helpdesk using the Contact Note Edit/Deletion Request Memo. The memo shall be emailed to TDOC.helpdesk@tn.gov with "Contact Note Edit/Deletion Request" in the subject line. A contact note may be edited or deleted up to two months after it was originally written. After that, the Contact Note Edit/Deletion Request Memo, with all appropriate signatures and dates must be forwarded by the supervisor to the Community Corrections Administrator. If the request is approved, the Community Corrections Administrator will forward the signed and dated Contact Note Edit/Deletion memo to TDOC.helpdesk@tn.gov with "Contact Note Edit/Deletion Request" in the subject line.

S6.01 The Grantee must ensure each case record includes, at a minimum, the following information:

1. Judgment Order and/or court order to community correction
2. Offender Background Information Form

3. Investigation Report on the TDOC OMS (PSI), (PSR)
4. Initial Intake Information Form
5. Signed behavioral contract and/or program rules.
6. Offender Case Plan
7. Judicial Orders for DNA Sampling and Buccal Swabbing-DNA Sampling information
8. Medical and Psychological record and signed Release of Information (if applicable)
9. Evaluation/assessments; Risk/Needs Assessment (RNA), Texas Christian University Drug Screen 5 (TCUD), (as identified)
10. Current employment data
11. Signed Offender Grievance Form and Title VI Acknowledgement
12. Referrals to other agencies (if applicable)
13. Drug/Alcohol screenings/results.
14. Progress reports
15. Imposed Sanctions
16. Violation Report (if applicable)
17. Pre/Post Assessments
18. Receipts of offender payments for fees, fines, and restitution
19. Restitution Contract
20. Community Service Work Agreement (if applicable)

S6.02 The Grantee must ensure intake reports are entered in the TDOC OMS (LCDG) using code AAAA to record detailed information about the offender's arrival. The Intake Report should include, at a minimum, the following information.

1. Date and Time of last court date appearance
2. Judgment Order information or placement relevant details
3. Restrictions, Court Ordered special instructions /treatment assignments
4. Estimated start date of program supervision
5. Notes about split confinement and/or dual supervision
6. Estimated date of program completion
7. Risk assessment supervision level

S6.03 The Grantee must ensure the discharge/termination report is entered in the TDOC OMS (LCDG) under code TEPE to record detailed information about the offender's discharge. The discharge/termination Report should include at a minimum:

1. Date and Time of program completion/departure
2. Relevant outcomes or details of the termination
3. Outcome assessment/ staff treatment assessment/comments
4. Detail any program performance highlights

S6.04 The Grantee must ensure all offender contacts are documented in the TDOC OMS according to the Community Correction Contact Note Handbook.

S6.05 The Grantee must ensure the sanction data is collected and reported by the 15th of the following month to TDOC via the Grantee's Monthly Self-Report (MSR).

S6.06 The Grantee must ensure all violation data is collected and reported by the 15th of the following month to TDOC via the Grantee's MSR.

EP7.00 The Grantee must ensure Pre- and Post-Assessments are conducted for all applicable programs (utilizing an assessment tool approved by the State) identifying the Offender's baseline presentation and any resulting change in presentation following the completion of the EBPs. Pre/Post Assessment shall be conducted as follows:

1. A pre-assessment designed to evaluate the offender's criminal thinking, social desirability, and motivation for treatment shall be administered within the first two (2) Program sessions.
2. A post-assessment designed to evaluate the Program's effect on change in the offender's criminal thinking, social desirability, and engagement shall be administered on the last day of Program facilitation.
3. All completed Pre- and Post-Assessments shall be maintained in the offender's case file.

EP7.01 The Grantee must provide EBP data by the 15th of the following month to TDOC via the Grantee's MSR to include:

1. Number of offenders enrolled in EBP.
2. Number of offenders successfully completing EBP
3. Number of offenders unsuccessfully completing EBP.

EP7.02 The Grantee must maintain an EBP roster for each program facilitated for the State's review.

TR8.00 The Grantee shall ensure that the treatment provider, either grantee or community provider, maintains a service record for each offender referred and accepted for treatment. Documentation of the service history for admission, discharge, and reimbursement of service fees is required.

TR8.01 The Grantee must provide treatment data by the 15th of the following month to TDOC via the Grantee's MSR to include:

1. Type of treatment provided by the Grantee.
2. The Grantee treatment capacity for each treatment component offered by the Grantee.
3. Number of offenders enrolled in each treatment type offered by the Grantee.
4. Number of offenders successfully completing each treatment type.
5. Number of offenders unsuccessfully completing each treatment type.

TR8.02 The Grantee maintains a clinical case record on each offender in which the grantee provides direct treatment services to include, at a minimum, the following information:

1. Judgment Order and/or court order to community correction
2. Offender Background Information Form
3. Initial Intake Information Form
4. Signed behavioral contract and/or program rules.
6. Offender Case Plan
7. Judicial Orders for DNA Sampling and Buccal Swabbing-DNA Sampling information
8. Medical and Psychological record and signed Release of Information (if applicable)
9. Evaluation/assessments; RNA, TCUD, (as identified)
10. Current employment data
11. Signed Offender Grievance Form and Title VI Acknowledgement

12. Referrals to other agencies (if applicable)
13. Drug/Alcohol screenings/results.
14. Progress reports
15. Imposed Sanctions
16. Violation Report (if applicable)
17. Pre/Post Assessments
18. Exit Summary Report

Risk and Needs Assessment	TOMIS Supervision Code	Face to Face	Home Visit	Fee Verification	Special Conditions Verification	Arrest Check	Employment Verification	Drug Screening	RNA Reassessment	Case Plan	Custody Verification	NCIC
Intake	Step 1 - Intake	Weekly	1 per month	1 per month	1 per month	1 per month	1 per month	1 per month	Upon Intake	1 every 2 months	0	0
Criminally Diverse, High Violent, High Property, or High Drug	Step 2 - Enhanced	Weekly	1 per month	1 per month	1 per month	1 per month	1 per month	1 per month	1 annually	1 every 3 months	0	0
Moderate	Step 3 - Medium	2 per month	1 per month	1 per month	1 per month	1 per month	1 per month	1 per month	1 annually	1 every 6 months	0	0
Low	Step 4 - Minimum	1 per month	1 per month	1 per month	1 per month	1 per month	1 per month	1 per month	1 annually	1 annually	0	0
Warrant on Bond	Warrant on Bond	Weekly	1 per month	1 per month	1 per month	1 per month	1 per month	1 per month	0	0	0	0
Absconded Offender	Absconder	0	0	0		1 per month	0	0	0	0	0	1 annually
Deported	Deported	0	0	0	0	1 per month	0	0	0	0	0	1 annually
Detainer	Detainer	0	0	0	0	1 per month	0	0	0	0	1 per month	0
In Cust TDOC Sentence	In Custody	0	0	0	0	1 per month	0	0	0	0	1 per month	0
Res Treatment Placement	Residential	0	0	0	0	1 per month	0	0	0	0	1 per month	0
Warrant	Warrant Status	0	0	0	0	1 per month	0	0	0	0	0	0

Evidence-Based Programming: Curriculum Description and Dosage

TDOC recognizes the benefits of Evidence-Based Programming (EBP) to the success of offender rehabilitation and encourages the use of EBP as routine supervision practices. Listed below are commonly used EBP programs and their associated dosages. Community Corrections Grantees may utilize one or more of the EBPs listed below to provide programming to meet their offender's needs. TDOC will provide staff training and curricula materials as training resources become available.

Moral Reconciliation Therapy (MRT) Program General Requirements

- MRT, a cognitive behavioral therapy system that leads to enhanced moral reasoning, better decision-making, and more appropriate behavior.
- MRT must be administered one (1) to one and half (1.5) hours per day, one (1) to two (2) days per week for a total of eight (8) months.

Cognitive Behavioral Intervention Programming General Requirements

- A Cognitive Behavioral Intervention Program (CBIP) curriculum is composed of Conflict Resolution/Anger Management, Risk Factors, and Recidivism/Relapse Prevention. For females, additional components may include Abuse Victimization, Trauma, and Relationships.
- CBIP is a common type of psychotherapy designed to change the way that offenders respond to stress in their environment. CBIP must be administered one and a half (1.5) hours per day, one (1) day per week for a total of six and a half (6.5) months.

Thinking 4 A Change (T4C) Program General Requirements

- T4C curriculum uses as its core, a problem-solving program by both cognitive restructuring and social skills interventions. While each of the concepts is presented systemically, the participant quickly learns and appreciates that cognitive restructuring does require some cognitive skills methods, as does cognitive skills require an objective, systematic approach to identifying thinking, beliefs, attitudes, and values.
- T4C contains twenty-five (25) lessons that build upon each other. The typical delivery cycle may take up to thirty (30) sessions. Sessions should last between one (1) and two (2) hours. The curriculum shall be delivered twice (2) per week, with a minimum recommended dosage of 1x per week and a maximum of 3x per week.

Reasoning & Rehabilitation (RNR) Program General Requirements

- RNR is a criminal rehabilitation program that aims to reduce recidivism by addressing and attempting to treat the issues that led to an individual committing a criminal act. Reasoning and Rehabilitation is a modified form of cognitive behavioral therapy (CBT) that directly addresses the thoughts leading to criminal behavior.
- RNR must be administered in fourteen (14) sessions, each session requires ninety (90) minutes of training. The Grantee may deliver the program three (3) times per week which may be taught in five (5) weeks. The recommended session scheduling is two (2) hours per session.

Matrix Program General Requirements

- The Matrix is an Intensive Outpatient Program (IOP) model that consists of a structured, evidence-based treatment for clients who abuse or are dependent on stimulant drugs, particularly methamphetamine and cocaine. This program provides substance abuse treatment professionals with an intensive outpatient treatment model for clients and their families.
- Programming must be facilitated for sixteen (16) weeks and participants must receive thirty-six (36) weeks of continuing care upon initial program completion.

Hazleton Living in Balance Program General Requirements

- This is an evidence-based program that draws from CBT, and experiential treatment approaches with a strong emphasis on relapse prevention. The program uses didactic education and instruction, written exercises, and group process interaction through role-plays and discussion.
- Programming must be facilitated for thirty-six (36) group sessions of the Living in Balance Curriculum.
Group sessions must meet three (3) times a week over a period of twelve (12) weeks.

Courage to Change

- The Courage to Change Interactive Journaling® System is an evidence-based supervision/case management model developed in collaboration with several United States Probation Offices. This interactive journal program consists of different journal modules. The journal modules include Getting Started, Social Values, Responsible Thinking, Self-Control, Peer Relationships, Family Ties, Substance Use, Seeking Employment, and Recreations & Leisure.
- Through the use of this cognitive-behavioral Interactive Journaling® System and interaction with their support team, participants address their individual problem areas based on a criminogenic risk and needs assessment. Implementation is flexible and can be customized based on risk, responsivity, and programming needs. This a moderate-high intensity program with session plans that approximate six sessions per journal which is a total of 54 hours of curriculum and class time. The session duration can be scheduled from 90 minutes to two hours long.

TDOC COMMUNITY CORRECTIONS PROGRAMS
--

**Community Corrections
Treatment and Supervision**

AGENCY _____

AUDIT PERIOD _____

INSPECTION _____

DATE _____

NO.	ITEM	MANDATE	COMP	NON COMP	NOT EVAL	DID NOT OCCUR	N/A	COMMENTS	V a l u e
Supervision									
1.	<p>The Grantee must ensure each case record includes the following information:</p> <ol style="list-style-type: none"> 1. Judgment Order and/or court order to community correction 2. Offender Background Information Form 3. Investigation Report on the TDOC OMS (PSI), (PSR) 4. Initial Intake Information Form 5. Signed behavioral contract and/or program rules. 6. Offender Case Plan 7. Buccal Swabbing-DNA Sampling info. 8. Evaluation/assessments; Risk/Needs Assessment (RNA), Texas Christian University Drug Screen 5 (TCUD), (as identified) 9. Current employment data 10. Signed Offender Grievance Form and Title VI Acknowledgement 11. Referrals to other agencies (if applicable) 12. Drug/Alcohol screenings/results. 13. Progress reports 14. Imposed Sanctions 15. Violation Report (if applicable) Receipts of offender payments for fees, fines, and restitution 16. Restitution Contract 17. Community Service Work Agreement (if applicable) 	S 6.01							

TDOC COMMUNITY CORRECTIONS PROGRAMS
--

**Community Corrections
Treatment and Supervision**

AGENCY _____

AUDIT PERIOD _____

INSPECTION
DATE _____

NO.	ITEM	MANDATE	COMP	NON COMP	NOT EVAL	DID NOT OCCUR	N/A	COMMENTS	V a l u e
2.	<p>The Grantee must ensure intake reports are entered in the TDOC OMS (LCDG) using code AAAA to record detailed information about the offender's arrival. The Intake Report should include, at a minimum, the following information.</p> <ol style="list-style-type: none"> 1. Date and Time of last court date appearance 2. Judgment Order information or placement relevant details 3. Restrictions, Court Ordered special instructions /treatment assignments 4. Estimated start date of program supervision 5. Notes about split confinement and/or dual supervision 6. Estimated date of program completion 7. Risk assessment supervision level 	S 6.02							
3.	<p>Level One (Intake):</p> <ul style="list-style-type: none"> • Offenders shall be placed under this plan of supervision at the beginning of their supervision. Once the offender has been assessed pursuant to the TDOC-approved RNA, the offender shall be placed in the corresponding supervision level based upon their assessed level of risk. Offenders shall not remain in a Level 1 intake for more than 45 days. 	S 2.10 (1)							

TDOC COMMUNITY CORRECTIONS PROGRAMS

Community Corrections Treatment and Supervision

AGENCY _____

AUDIT PERIOD _____

INSPECTION
DATE _____

NO.	ITEM	MANDATE	COMP	NON COMP	NOT EVAL	DID NOT OCCUR	N/A	COMMENTS	V a l u e
4.	The Grantee will follow supervision-level requirements to ensure offender supervision matches level assignment as indicated within the following and detailed in the attached supervision matrix.	S 2.10							
5.	Face to Face contacts: Verify face to face contacts are completed at the rate dictated by the supervision matrix.	S 2.10							
6.	Home Visits Verify Home Visits are completed at the rate dictated by the supervision matrix.	S 2.10							
7.	Special Condition Verification Verify Special Condition Verification is completed at the rate dictated by the supervision matrix.	S 2.10							
8.	Arrest Checks Verify Arrest Checks are completed at the rate dictated by the supervision matrix.	S 2.10							
9.	Employment Verification Verify Employment Verification is completed at the rate dictated by the supervision matrix.	S 2.10							
10.	Drug Screen Verify Drug screens are completed at the rate dictated by the supervision matrix.	S 2.10							
11.	Risk Assessment Verify Risk Assessments are completed at the rate dictated by the supervision matrix.	S 2.10							
12.	Offender Case Plans Verify Offender Case Plans are completed/reviewed at the rate dictated by the supervision matrix.	S 2.10							

TDOC COMMUNITY CORRECTIONS PROGRAMS

**Community Corrections
Treatment and Supervision**

AGENCY _____

AUDIT PERIOD _____

INSPECTION _____

DATE _____

NO.	ITEM	MANDATE	COMP	NON COMP	NOT EVAL	DID NOT OCCUR	N/A	COMMENTS	V a l u e
13.	Following confirmation of a violation, the case officer will adhere to established procedures to determine what action is required.	S 2.12							
Inactive Offender Supervision Standards									
14.	Absconder: Offenders identified as having absconded from supervision. This supervision level requires one arrest check monthly and one NCIC check annually.	S 2.10 (6)(a)							
15.	Deported: Offenders identified as having been deported before expiring their suspended sentence. This supervision level requires one arrest check per year and one NCIC check annually.	S 2.10 (6)(b)							
16.	Detainer: Offenders identified as being detained for pending charges. This supervision level requires one verification of incarceration per month and one arrest check per month.	S 2.10 (6)(c)							
17.	In Custody: Offenders identified as being incarcerated. This supervision level requires one verification of incarceration per month and one arrest check per month.	S 2.10 (6)(d)							
18.	Warrant: Offenders identified as having an active warrant for their arrest. This supervision level requires one arrest check per month.	S 2.10 (6)(e)							

TDOC COMMUNITY CORRECTIONS PROGRAMS

Community Corrections
Treatment and Supervision

AGENCY _____

AUDIT PERIOD _____

INSPECTION
DATE _____

NO.	ITEM	MANDATE	COMP	NON COMP	NOT EVAL	DID NOT OCCUR	N/A	COMMENTS	V a l u e
19.	Residential Treatment: Offenders are identified as being placed in a treatment facility for mental health, substance abuse, or physical care for a minimum of 30 days. This supervision level requires one verification of placement per month and one arrest check per month.	S 2.10 (6)(f)							

TDOD COMMUNITY CORRECTIONS PROGRAMS
--

**Community Corrections
Treatment and Supervision**

AGENCY _____

AUDIT PERIOD _____

INSPECTION
DATE _____

NO.	ITEM	MANDATE	COMP	NON COMP	NOT EVAL	DID NOT OCCUR	N/A	COMMENTS	V a l u e
	Treatment								
20.	<p>The Grantee maintains a clinical case which the grantee provides direct treatment services to include the following information:</p> <ol style="list-style-type: none"> 1. Judgment Order and/or court order to community correction 2. Offender Background Information Form 3. Initial Intake Information Form 4. Signed behavioral contract and/or program rules. 2. Offender Case Plan 3. Buccal Swabbing-DNA Sampling info. 4. Medical and Psychological record and signed Release of Information (if applicable) 5. Evaluation/assessments; RNA, TCUD 6. Current employment data 7. Signed Offender Grievance Form and Title VI Acknowledgement 8. Referrals to other agencies (if applicable) 9. Drug/Alcohol screenings/results. 10. Progress reports 11. Imposed Sanctions 12. Violation Report (if applicable) 13. Pre/Post Assessments 	TR 8.02							

TDOC COMMUNITY CORRECTIONS PROGRAMS

Community Corrections
Treatment and Supervision

AGENCY _____

AUDIT PERIOD _____

INSPECTION
DATE _____

NO.	ITEM	MANDATE	COMP	NON COMP	NOT EVAL	DID NOT OCCUR	N/A	COMMENTS	V a l u e
21.	All offenders under supervision are assessed to identify any treatment needs for substance use disorder, behavioral health, and/or co-occurring disorder. The approved assessments for screening include but are not limited to the Validated Risk & Needs Assessment, TCUDS, and ASI/ASAM to determine substance use and mental health needs and the level of care.	TR 4.02							

===== 21 TOTAL

Inspector

Date

Team Leader

Date

TDOD COMMUNITY CORRECTIONS PROGRAMS
--

**Community Corrections
Training & Administration**

AGENCY _____

AUDIT PERIOD _____

**INSPECTION
DATE** _____

NO.	ITEM	MANDATE	COMP	NON COMP	NOT EVAL	DID NOT OCCUR	N/A	COMMENTS	V a l u e
Training									
1.	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.	A.11.a.							
2.	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. Evidence-Base Programming (EBP) as detailed in Section A.4.a. and Attachment Six	A.11.b.							

TD0C COMMUNITY CORRECTIONS PROGRAMS
--

**Community Corrections
Training & Administration**

AGENCY _____

AUDIT PERIOD _____

INSPECTION
DATE _____

NO.	ITEM	MANDATE	COMP	NON COMP	NOT EVAL	DID NOT OCCUR	N/A	COMMENTS	V a l u e
3.	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.	A.11.c.							
4.	The Grantee shall provide all new 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. All training must be recorded by the Program Manager and must maintain a copy of the signed statement in the employee's personnel file.	A.11.d.							
5.	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 of annual in-service training to all Case Officers after the completion of their first year. 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).	A.11.e.							

TD0C COMMUNITY CORRECTIONS PROGRAMS
--

Community Corrections
Training & Administration

AGENCY _____

AUDIT PERIOD _____

INSPECTION
DATE _____

NO.	ITEM	MANDATE	COMP	NON COMP	NOT EVAL	DID NOT OCCUR	N/A	COMMENTS	V a l u e
6.	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 pre-service training and annual in-service training hours for clerical and support staff, managers, officers, treatment staff and volunteers.	A.11.f.							
7.	TD0C annual in-service training requirements including but not limited to PREA, Respectful Workplace, Drug-Free Workplace, and Ethics.	LMS A.11.h .							
Administration									
8.	The Grantee will maintain a current, complete and confidential personnel record of each employee.	A.9.d.4. AP 5.04							
9.	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.	A.9.a.							

TDOD COMMUNITY CORRECTIONS PROGRAMS
--

**Community Corrections
Training & Administration**

AGENCY _____

AUDIT PERIOD _____

INSPECTION
DATE _____

NO.	ITEM	MANDATE	COMP	NON COMP	NOT EVAL	DID NOT OCCUR	N/A	COMMENTS	V a l u e
10.	<p>Grantees who elect to operate a Day Reporting Center (DRC) must have a Program Manager who meets the criteria listed below or employ a Clinical Director who meets the criteria listed below:</p> <ol style="list-style-type: none"> 1. LPC, MHSP 2. LCSW 3. LADAC II 4. LSPE 5. Psychologist <p>and must possess the proper license and credentials through the Tennessee Health-Related Boards.</p>	A.9.b.							
11.	<p>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 develop and provide to the State a tracking plan/process for maintaining all Clinical Staff licensure and certifications.</p>	A.9.d.							

TDOC COMMUNITY CORRECTIONS PROGRAMS
--

**Community Corrections
Training & Administration**

AGENCY _____

AUDIT PERIOD _____

INSPECTION
DATE _____

NO.	ITEM	MANDATE	COMP	NON COMP	NOT EVAL	DID NOT OCCUR	N/A	COMMENTS	V a l u e
12.	Minimum education of a baccalaureate degree from an accredited college or 4-year university. The State will accept a candidate for the position of Case Officer with a minimum of four (4) years of qualifying full-time professional law enforcement experience in lieu of a baccalaureate degree. Law enforcement experience counts as qualifying full-time professional experience. The Grantee must maintain proof of a valid baccalaureate degree or qualifying professional experience for all staff hired in Case Officer position for review at the time of annual audits by OIG staff.	A.9.c.							
13.	The Program Manager will include a copy of all background check results provided by the State in their personnel files.	A.9.d.2.							
14.	Grantees must submit all current employees, volunteers, and interns' full names, date of birth, social security number, driver's license, sex, and race for an annual national background check. The State will conduct the national background check and provide the results to the Grantee. A copy of all background check results must be retained in the Grantee's personnel files.	A.9.d.3.							
15.	The Grantee must ensure the implementation of a written procedure providing for a personnel manual that is reviewed and approved by the governing authority annually and is made available for employees.	AP 5.05							

TDOC COMMUNITY CORRECTIONS PROGRAMS

Community Corrections
Training & Administration

AGENCY _____

AUDIT PERIOD _____

INSPECTION
DATE _____

NO.	ITEM	MANDATE	COMP	NON COMP	NOT EVAL	DID NOT OCCUR	N/A	COMMENTS	V a l u e
-----	------	---------	------	-------------	-------------	---------------------	-----	----------	-----------------------

=====

=====

=====

=====

=====

15

TOTAL

Inspector

Date

Team Leader

Date

FISCAL-Community Corrections- TDOC**FY 2026**

Grantee _____

FISCAL MANAGEMENT All Programs		Standard, Rule, Contract Section	YES	NO	N/A	N/E		Value
1.	The Grantee will operate under an annually written budget of anticipated revenues and expenditures approved by the governing authority.	AP1.09						
2.	An annual independent fiscal audit of the Grantee will be conducted. <ul style="list-style-type: none"> The Grantee is responsible for securing and scheduling an independent fiscal auditor and audit. All independent fiscal audits will be sent and received by the State Grantee no later than nine (9) months after the close of the fiscal year. 	AP1.12						
3.	The Grantee administrative capabilities will include standard procedures regarding inventory control, purchasing, and requisitioning of supplies.	AP1.10 AP1.13 S2.15						
4.	Written policy, procedure, and practice provide for insurance coverage that includes, at a minimum, property insurance and comprehensive general liability insurance; such insurance is provided either through private companies or self-insurance.	Contract sections E-2, E-4						
5.	There are written fiscal policies, procedures, and practices adopted by the governing authority, including at a minimum, the following: internal controls, petty cash, bonding, signature controls on checks offender funds, receipting and employee expense reimbursements.	AP1.10						

Produced by OIG

Publication Date:

Year Audited:

To

Page 1 of 14

TEAM MEMBER
SIGNATURE: _____

DATE: _____

TEAM LEADER
SIGNATURE: _____

DATE: _____

FISCAL-Community Corrections- TDOC FY 2026

Grantee _____

		YES	NO	N/A	N/E		Value
6. Written policy, procedure, and practice provide that the facility, at a minimum, prepares and distributes to its governing authority and appropriate agencies and individuals the following documents: income and expenditure statements, funding source financial reports, and independent audit reports.	AP1.11						
7. Written policy, procedure and practice provide for purchasing and requisitioning supplies, equipment, property and inventory control.	AP1.13						
8. Written policy, procedure and practice provide that all funds, including any canteen funds are audited independently following standard accounting procedures and that an annual financial status report is available as a public document.	AP1.12						
9. Each grantee may receive up to 15% of its yearly grant at the beginning of the grant year and thereafter on a monthly reimbursement basis after the receipt of and approval of a request for funds invoice. <ul style="list-style-type: none"> Any Grantee requesting an advance must place the request on the Grantee's letterhead stationery and submit it to Tennessee Department of Correction Fiscal Services for approval. All advances will be repaid by the end of the fiscal year in which it was received. Any balance still owing at the end of the fiscal year will be deducted from the final expenditure claim. 	Rules Chapter 0420- 2-2-11 (4).						

Produced by OIG

Publication Date:

Year Audited:

To

Page 2 of 14

TEAM MEMBER
SIGNATURE: _____

DATE: _____

TEAM LEADER
SIGNATURE: _____

DATE: _____

Grantee_____

		YES	NO	N/A	N/E		Value
10. The Grantee shall submit a final grant disbursement reconciliation report within 45 days of the end of the Grant Contract. <ul style="list-style-type: none">If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted, the Grantee shall refund the difference to the State.The Grantee shall submit said refund with the final grant disbursement reconciliation reportThe Grantee must close out its accounting records at the end of the grant period in such a way that reimbursable expenditures and revenue collections Are NOT carried forward	Section C-7, Payment Terms and Conditions of this Grant Contract					Contract states 45 days in Section C-7.	
						TOTALS Fiscal Management (10)	

FISCAL-Community Corrections- TDOC

FY 2026

Grantee_____

VEHICLE MANAGEMENT All Programs		YES	NO	N/A	N/E		Value
1. Vehicles purchased with State funds cannot be assigned directly to a Community Corrections Grantee employee and be used to travel to and from home to their workstation without approval from the State Grantee. Any and all exceptions must be in accordance with the State of Tennessee, Department of Finance and Administration's Comprehensive Travel Regulations.	Contract A.15 TN. Travel Regulations- Policy 8						
2. All vehicles must be pooled and made available for staff use. <ul style="list-style-type: none">Vehicles must be parked at the Grantee office at night.If any of the vehicles are needed at night for official business (i.e. surveillance, home visits, etc.) purposes, or if an employee must leave in the morning to travel to outlying areas, the vehicle may be assigned on a daily basis as these assignments arise and driven home by the employee.	Contract A.15 TN. Travel Regulations- Policy 8						
3. All vehicles purchased with State funds will be listed on the Grantee's inventory.	Contract D.27						
		YES	NO	N/A	N/E		
						TOTALS Vehicle Management (3)	

Produced by OIG

Publication Date:

Year Audited:

Page 4 of 14

To

TEAM MEMBER
SIGNATURE:

DATE: _____

TEAM LEADER
SIGNATURE:

DATE: _____

FISCAL-Community Corrections- TDOC FY 2026

Grantee _____

FISCAL: CASH RECEIPTS AND DISBURSEMENTS

NO.	ITEM		YES	NO	N/A	N/E	COMMENTS	Value
1.	The most recent annual audit and financial statements were completed (and submitted to TDOC within nine months after the end of the program's fiscal year) by a licensed independent public accountant and reveal no significant issues of concern to TDOC.	AP1.12 Contract D.19						
3.	Line item expenditures can be traced to the general ledger or other "account books" to verify accuracy. (Reimbursement report)	GAAP						
4.	Expenditures submitted for reimbursement were properly documented and appropriate for the given program, as a selected sample of individual expenditures, along with the respected canceled checks, and vendor invoices, etc., confirms.	Contract C.5						
5.	Expenditures were assessed and recorded to the proper line item, (see Allowable Costs and Cost Principles sample)	Contract C.5						
6.	The June 30th expenditure report showed that the total expenditures for the fiscal years were within the actual contracted budget.	Contract C.6						
8.	A cash receipts journal (or other accounting records) about the collection of offender supervision fees, confirms that the total fees collected were used to reduce the amount of expenditures reported for reimbursement.	Contract A.18						
9..	Are supervision fees coded correctly on the monthly expenditure report?	Contract A.18						

Produced by OIG

Publication Date:

Year Audited:

To

Page 5 of 14

TEAM MEMBER
SIGNATURE: _____

DATE: _____

TEAM LEADER
SIGNATURE: _____

DATE: _____

Grantee_____

FISCAL PROCEDURES PETTY CASH		YES	NO	N/A	N/E	Value	
10.	Does the Grantee have a petty Cash Fund?						
11.	A staff member is Identified as the sole person who serves as “petty cash custodian.” Other persons do not have access to this money.	GAAP					
12.	The petty cash fund is used for small incidental disbursements only, and the amount available is within the minimum and maximum authorized level.	GAAP					
13.	Pre-numbered petty cash vouchers (receipts) are completed and properly signed for each disbursement. Sales receipts or invoices are attached to each voucher.	GAAP					
14.	The petty cash balance plus all completed petty cash vouchers equals the authorized petty cash amount.	GAAP					
15.	Petty cash sheets verify that the fund is counted, reconciled and replenished monthly.	GAAP					
						Totals (15 items) for Cash Rec. and Disbursements	

Grantee_____

ATTRIBUTES FOR PROPERTY AND EQUIPMENT TESTS

NO.	ITEM		YES	NO	N/A	N/E	COMMENTS	
1.	Applicable Equipment and property items are on the inventory.	Contract D. 27						
2.	The inventory listing captures all data required by the grantor contract or policy such as location, condition, serial number, etc.	Contract D. 27						
3.	The inventory being kept includes at least the following information: (a)Description of item (b)Date of purchase (c)Cost	Contract sections E-3, E-6						
4.	Competitive bids were obtained if necessary.							
5.	Check all leases to make sure they are on file, The State of TN <u>WILL NOT</u> reimburse rental expenses for property used by a Community Corrections Grantee when the relevant property is owned by an employee (or a member of the employee's family) of the Community Corrections Grantee and whose salary is paid from the Grant Contract	Contract D-20 Contract section A-12c						

Totals (5 items) for Property and Equipment Tests

Grantee_____

COMPLIANCE TESTS: ALLOWABLE COSTS AND COST PRINCIPLES

1. Enter check number

VALUE-

For selected transactions, determine that each charge was:

YESNO N/A N/E

Comments

A. Supported by appropriate documentation?

1. Is a Purchase Order used?					
2 Is the Purchase Order Approved?					
3 Is expenditure supported by an approved purchase order?					
4 Is expenditure in compliance with applicable cost principles?					
5 Is prior approval by the grantor being obtained when required?					
6 Original vendor invoice?					
7 Was Original Invoice approved prior to payment-actually being made?					
8 Does an initial on the face of the invoice evidence the approval?					
9 Is the invoice cancelled when paid?					
10 Is the invoice coded with account codes to facilitate tracing through, the accounting records?					
11 Are documents supporting payments filed in such a way as to be readily located?					
12 Is the invoice mathematically correct?					
13 Was the expense charged to the appropriate general ledger account and budget line item?					
14 Is expenditure made within the time restraints of the grant and charged to the correct account period?					
15 Are there two signatures on check if applicable?					

B. Consistent with allowable activities and properly classified and accumulated into the activity total?

16. Authorized or not prohibited under state or local laws or regulations					
17. Necessary and reasonable for the proper administration of the program.					

Produced by OIG

TEAM MEMBER SIGNATURE:

DATE:

Publication Date:

Page 8 of 14

Sub-totals (17 items) Allowable Costs and Cost Principles

Year Audited:

To

TEAM LEADER SIGNATURE:

DATE:

Grantee

COMPLIANCE TESTS: ALLOWABLE COSTS AND COST PRINCIPLES

2. Enter check number

A. Supported by appropriate documentation

VALUE-

- | | | | | | |
|---|--|--|--|--|--|
| 1. | Is a Purchase Order used? | | | | |
| 2. | Is the Purchase Order Approved? | | | | |
| 3. | Is expenditure supported by an approved purchase order? | | | | |
| 4. | Is expenditure in compliance with applicable cost principles? | | | | |
| 5. | Is prior approval by the grantor being obtained when required? | | | | |
| 6. | Original vendor invoice? | | | | |
| 7. | Was Original Invoice approved prior to payment-actually being made? | | | | |
| 8. | Does an initial on the face of the invoice evidence the approval? | | | | |
| 9. | Is the invoice cancelled when paid? | | | | |
| 10. | Is the invoice coded with account codes to facilitate tracing through, the accounting records? | | | | |
| 11. | Are documents supporting payments filed in such a way as to be readily located? | | | | |
| 12. | Is the invoice mathematically correct? | | | | |
| 13. | Was the expense charged to the appropriate general ledger account? | | | | |
| 14. | Is expenditure made within the time restraints of the grant and charged to the correct account period? | | | | |
| 15. | Are there two signatures on check? | | | | |
| B. Consistent with allowable activities and properly classified and accumulated into the activity total? | | | | | |
| 16. | Authorized or not prohibited under state or local laws or regulations | | | | |
| 17. | Necessary and reasonable for the proper administration of the program. | | | | |

Sub-totals (17 items) Allowable Costs and Cost Principles

Totals (34 items) for Allowable Costs and Cost Principles

Grantee_____

COMPLIANCE TESTS: TRAVEL

Contract Section C-4

VALUE-

1. Enter check number

If item is Not Evaluated or Not Applicable, enter N/E or N/A . For selected transactions, determine that each charge was:	YES	NO	N/A	N/E	Comments
For selected transactions, determine that each charge was: A. Supported by appropriate documentation?					
1 Is expenditure charged to travel supported by a travel claim?					
2 Is travel claim relative to job?					
3 Is travel claim approved by the appropriate source?					
4 Is prior approval by the grantor being obtained when required?					
5 Is expenditure in compliance with applicable cost principles?					
6 Was travel charged to the appropriate general ledger account?					
7 What is the rate used to reimburse mileage, travel, hotel meals etc. Is the rate correct?					
					Sub-totals (7 items) Travel

COMPLIANCE TESTS: TRAVEL

2. Enter check number

If item is Not Evaluated or Not Applicable, enter N/E or N/A . For selected transactions, determine that each charge was:	YES	NO	N/A	N/E	Comments
For selected transactions, determine that each charge was: A. Supported by appropriate documentation?					
1 Is expenditure charged to travel supported by a travel claim?					
2 Is travel claim relative to job?					
3 Is travel claim approved by the appropriate source?					
4 Is prior approval by the grantor being obtained when required?					
5 Is expenditure in compliance with applicable cost principles?					
6 Was travel charged to the appropriate general ledger account?					

FISCAL-Community Corrections- TDOC

FY 2026

Grantee_____

7 What is the rate used to reimburse mileage, travel, hotel
 . meals etc.? Is the rate correct?

				Sub-totals (7 items) Travel
				Total (14 items) for Travel

Produced by OIG

Publication Date:

Year Audited:

To

TEAM MEMBER
SIGNATURE:

DATE: _____

TEAM LEADER
SIGNATURE:

DATE: _____

FISCAL-Community Corrections- TDOC FY 2026

Grantee _____

COMPLIANCE TESTS: Time and Attendance Records

VALUE –

1. Enter Last Name (Manager) →					Comments
YES	NO	N/A	N/E		
If item is Not Evaluated or Not Applicable, enter N/E or N/A .					
For selected transactions, determine that each charge was:					
For selected transactions, determine that each charge was:					
A. Supported by appropriate documentation?					
1. Do employees maintain time sheets?					
2. Do time and attendance records support salaries/wages?					
3. Do hours work match time sheet?					
4. Is 100% of time worked spent on corrections?					
5. Has program director signed off on all time and attendance records?					
6. Was time charged to the appropriate general ledger account?					
7. Was the employee's annual leave for the grant year exhausted and not carried over to the next fiscal year?					
8. Other specific attributes required by the grant such as overtime, Supplemental pay, part-time employees, etc., are allocated equitably.					
Sub-totals (8 items) Time and Attendance Record					

COMPLIANCE TESTS: Time and Attendance Records

2. Enter Last Name □					Comments
YES	NO	N/A	N/E		
If item is Not Evaluated or Not Applicable, enter N/E or N/A.					
For selected transactions, determine that each charge was:					
For selected transactions, determine that each charge was:					
A. Supported by appropriate documentation?					
1. Do employees maintain time sheets?					
2. Do time and attendance records support salaries/wages?					
3. Do hours work match time sheet?					
4. Is 100% of time worked spent on corrections?					
5. Has program director signed off on all time and attendance records?					
6. Was time charged to the appropriate general ledger account?					
7. Was the employee's annual leave for the grant year exhausted and not carried over to the next fiscal year?					
8. Other specific attributes required by the grant such as overtime, Supplemental pay, part-time employees, etc., are allocated equitably.					
Sub-totals (8 items) Time and Attendance Record					

Produced by OIG

Page 12 of 14

Publication Date:

Year Audited:

To

TEAM MEMBER
SIGNATURE: _____

DATE: _____

TEAM LEADER
SIGNATURE: _____

DATE: _____

FISCAL-Community Corrections- TDOC

FY 2026

Grantee_____

--	--	--	--

Totals (16 items) for Time and Attendance Records

Produced by OIG

Publication Date:

Year Audited:

To

TEAM MEMBER
SIGNATURE:

DATE: _____

TEAM LEADER
SIGNATURE:

DATE: _____

FISCAL-Community Corrections- TDOC

FY 2026

Grantee_____

SOLVENCY TESTS

NO.	ITEM	YES	NO	N/A	N/E	COMMENTS	Value
Secure the balance sheet from the most recent audit report.							
1.	Does the entity have a positive fund balance?						
2.	If a current audit report cannot be obtained, review internal financial statements. Does Grantee appear to be solvent?						
3.	Have any significant changes occurred in revenue sources since the last audit report?						
4.	Cash flow – total current assets minus total current liabilities. Is the resulting number positive?						
						Totals (4 items) for Solvency Tests	

ATTRIBUTES FOR COST ALLOCATION PLANS (CAP) AND INDIRECT COST RATE AGREEMENTS (IDCRA)

NO.	ITEM	YES	NO	N/A	N/E	COMMENTS	Value
Determine if material indirect or administrative costs were charged to grantor(s).							
If not, the following procedures do not apply: Obtain copy of current cost allocation plans or indirect cost rate agreement and review.							
Contract Section C-8 and C-9							
1.	Determine whether state cognizant Grantee or the federal cognizant Grantee has formally approved Cost Allocation Plan (CAP) or Indirect Cost Rate Agreement (IDCRA).						
2.	The allocation methodology is consistent and the methods used to compute charges are appropriate.						
						Totals (2 items) for CAP & ICRA	

Produced by OIG

Publication Date:

Year Audited:

Page 14 of 14

To

TEAM MEMBER
SIGNATURE:

TEAM LEADER
SIGNATURE:

DATE: _____

DATE: _____

Grantee_____

Accounting System

NO.	ITEM	YES	NO	N/A	N/E	COMMENTS
1.	Develop an understanding of the accounting system. What ledgers, journals, etc. are maintained? Based on test work performed, does the current system segregate revenue and expenses by individual programs at the object code level?					
2.	Test the reconciliation of cash in bank with the general ledger balance. Is the reconciliation correct?					
3.	Check to see if they have more than one bank account, if so check records on account. <ul style="list-style-type: none">Are records for additional accounts sufficient?					
4.	Do a limited analytical review. Note any large or unusual balances in accounts. Determine reasons for unusual balances or fluctuations in account balances. Analyze the flow of transactions through the system to obtain reasonable assurance that the accounting system is performing as intended. Is it functioning properly?					
						Totals for Accounting System (4 items)

Audit Report Review

NO.	ITEM	YES	NO	N/A	N/E	COMMENTS
Review the notes to the financial statements.						
1.	Based on financial statements does everything checked appear to be in order?					
2.	Are there any related party transactions?					
3.	Income/support/revenue comes solely from state grant funding and supervision fees.					
						Totals (3 items) for Audit Report Review

Grantee_____

				Totals (10 items)- Fiscal Management
				Totals (3 items) - Vehicle Management
				Totals (15 items)- Fiscal: Cash Receipts and Disbursements
				Totals (5 items)- Attributes for Property and Equipment Tests
				Totals (34)- Allowable Costs and Cost Principle
				Totals (14 items) for Travel
				Totals (16 items) Time and Attendance
				Totals (4 items) - Solvency Tests
				Totals (2 items) Allocation Plans and Indirect Cost Agreement
				Totals (4) Accounting systems

Totals: 110

*

Totals (3) Audit Report reviews

**Raw Score: %

Formula = Total number possible minus total	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<i>Not Applicable and minus total Not Evaluated equals* number applicable and evaluated minus number rated "NO" equals** raw score. Divide the raw score by the total *number applicable and evaluated.</i>	Possible	Minu s N/A	Minus N/E	Equals number applicabl e and evaluate d	Minus number rated NO	Equals Raw score	Percentage Achieved Divide the** raw score by *number applicable and evaluated

TDOC COMMUNITY CORRECTIONS PROGRAMS
--

**Community Corrections
Policy and Procedure**

AGENCY _____

AUDIT PERIOD _____

INSPECTION
DATE _____

NO.	ITEM	MANDATE	COMP	NON COMP	NOT EVAL	DID NOT OCCUR	N/A	COMMENTS	V a l u e
1.	The Grantee will have a local advisory board or committee that is representative of the community, and its membership complies with TCA 40 36 201.	AP 1.01							
2.	The Grantee's Advisory Board or committee shall meet at a minimum of once a month for the first three months of a new program and quarterly thereafter. (<i>Rules 0420-2-2-.08</i>)	AP 1.02							
3.	The Grantee has a written policy and procedure that provides that the operation of the agency and its provision of services are the responsibility of the agency Advisory Board/Committee, program manager, or their designee.	AP 1.03							
4.	The Grantee must have a written policy to ensure all offenders receive an annual risk and need assessment using the Validated Risk and Needs Assessment (RNA) instrument approved by the Tennessee Department of Correction.	AP 1.04							

TDOC COMMUNITY CORRECTIONS PROGRAMS

**Community Corrections
Policy and Procedure**

AGENCY _____

AUDIT PERIOD _____

**INSPECTION
DATE** _____

5.	The Grantee has a policy and procedure/operations manual and quantifiable performance standards which are reviewed, updated, and approved at least annually by the Advisory Board/Committee, made available to all staff and volunteers, and upon request to others.	AP 1.05							
----	--	----------------	--	--	--	--	--	--	--

TDOC COMMUNITY CORRECTIONS PROGRAMS
--

**Community Corrections
Policy and Procedure**

AGENCY _____

AUDIT PERIOD _____

INSPECTION
DATE _____

NO.	ITEM	MANDATE	COMP	NON COMP	NOT EVAL	DID NOT OCCUR	N/A	COMMENTS	V a l u e
6.	The Grantee will have a written policy and procedure specifying that all materials relating to any offender with whom the Grantee has had personal contact, shall be maintained for at least five (5) years after termination of the case, and/or until all audits issues have been resolved; whichever is longer.	AP 1.07							
7.	Written policy and procedure provide that the use of physical force must be reasonable and proportionate to ensure the safety of the public, self, others, and property, and to gain control of a situation.	AP 1.08							
8.	The Grantee must ensure policy and procedure provide that all Grantee facilities meet all state and local building and fire codes. Policy and procedure must include a process to ensure all facilities are equipped with written emergency operational plans and outline the process to ensure all staff are trained on the emergency operation plan.	AP 1.14							

TDOC COMMUNITY CORRECTIONS PROGRAMS
--

**Community Corrections
Policy and Procedure**

AGENCY _____

AUDIT PERIOD _____

INSPECTION
DATE _____

NO.	ITEM	MANDATE	COMP	NON COMP	NOT EVAL	DID NOT OCCUR	N/A	COMMENTS	V a l u e
9.	The Grantee must ensure written policy and procedure for volunteer citizen involvement including a system for selection, training, term of service, termination of service, and definition of tasks. The written policy must include a process and procedure to ensure a written agreement by the volunteer to abide by all agency policies and procedures and to document and ensure a national background check is conducted before performing volunteer services.	AP 1.15							
10.	The Grantee must have a written policy and procedure governing case officer pre-sentence investigations, and preparation of reports per the Tennessee Department of Correction Pre- Sentence Investigation (PSI) manual. The policy and procedure should at a minimum address the following: A. Confidentiality B. Inclusion of a risk and needs assessment C. Security, placement, and preservation of records D. The process to ensure a post-sentence report is completed within 45 days if a pre-sentence report was not ordered by	S 2.00							

AUDIT PERIOD _____

INSPECTION _____

DATE _____

	the sentencing court								
--	----------------------	--	--	--	--	--	--	--	--

TDOD COMMUNITY CORRECTIONS PROGRAMS
--

**Community Corrections
Policy and Procedure**

AGENCY _____

AUDIT PERIOD _____

INSPECTION
DATE _____

NO.	ITEM	MANDATE	COMP	NON COMP	NOT EVAL	DID NOT OCCUR	N/A	COMMENTS	V a l u e
11.	The Grantee must have a written policy, procedures, and practice governing case record management, including, at a minimum, the following areas: E. The use and content of offender records F. The right to privacy G. Security, placement, and preservation of records H. Schedule for retiring or destroying inactive records I. Record entry into TDOC OMS J. Confidentiality	S 2.01							
12.	The Grantee must have written policies to ensure that all staff adhere to Tennessee Department of Correction procedures regarding access and use of the TDOC Offender Management System (OMS).	S 2.02							
13.	The Grantee must have a policy and procedure to establish a process for the successful discharge/termination of offenders that includes a process for a routine review of participants who qualify to be discharged/terminated from the program.	S 2.03							

TDOC COMMUNITY CORRECTIONS PROGRAMS

Community Corrections
Policy and Procedure

AGENCY _____

AUDIT PERIOD _____

INSPECTION
DATE _____

14.	The Grantee must have a written policy and procedures to ensure the transfer of offender supervision to and from other agencies.	S 2.04							
-----	--	---------------	--	--	--	--	--	--	--

TDOD COMMUNITY CORRECTIONS PROGRAMS
--

**Community Corrections
Policy and Procedure**

AGENCY _____

AUDIT PERIOD _____

INSPECTION
DATE _____

NO.	ITEM	MANDATE	COMP	NON COMP	NOT EVAL	DID NOT OCCUR	N/A	COMMENTS	V a l u e
15.	The Grantee must have a written policy and procedure requiring that all offenders are informed of the grievance procedure available and review the procedure with the offender during the intake process.	S 2.05							
16.	The Grantee must have a written policy and procedure to ensure an Offender Case Plan is completed on each offender after the Risk and Needs Assessment (RNA). The policy and process must comply with TDOC policies #703.02 and #513.11.	S 2.06							
17.	The Grantee must have a written policy and procedure to ensure all offenders on Community Correction supervision have a written, signed behavioral contract.	S 2.07							
18.	The Grantee must have a written policy and procedure that governs the ability of the Grantee's case officers to conduct searches of an offender, an offender's residence, an offender's vehicle, and an offender's personal property. The policy must require case officers to successfully complete training on searches. The policy and training must be in compliance with all state and federal laws.	S 2.08							

TDOD COMMUNITY CORRECTIONS PROGRAMS
--

**Community Corrections
Policy and Procedure**

AGENCY _____

AUDIT PERIOD _____

INSPECTION _____

DATE _____

NO.	ITEM	MANDATE	COMP	NON COMP	NOT EVAL	DID NOT OCCUR	N/A	COMMENTS	V a l u e
19.	The Grantee must have a written policy and procedure that governs the ability of the Grantee's case officers to utilize weapons in accordance with state and federal laws, excluding the use of firearms unless permitted by law while performing the case officer's job duties. If the Grantee permits the carrying of weapons, the policy must state and define what type of weapons are allowed. The policy must also state all training requirements provided by the Grantee are in compliance with all state and federal laws regarding the use of listed weapons while performing the job duties of a case officer.	S 2.09							
20.	The Grantee must develop a policy to identify levels of supervision and regulate movement between levels in accordance with evidence-based practices. The Grantees policy must ensure that the offender's level of supervision aligns with the offender's assessed risk score.	S 2.10							
21.	The Grantee must develop a policy to identify levels of supervision and direct the frequency and types of interaction with offenders not actively supervised within the community.	S 2.10 (6)							

TDOC COMMUNITY CORRECTIONS PROGRAMS

Community Corrections
Policy and Procedure

AGENCY _____

AUDIT PERIOD _____

INSPECTION
DATE _____

22.	The Grantee must have a written policy specifying the type of actions required to locate and recover absconders before the issuance of a violation warrant.	S 2.11							
-----	---	--------	--	--	--	--	--	--	--

TDOC COMMUNITY CORRECTIONS PROGRAMS
--

**Community Corrections
Policy and Procedure**

AGENCY _____

AUDIT PERIOD _____

INSPECTION _____

DATE _____

NO.	ITEM	MANDATE	COMP	NON COMP	NOT EVAL	DID NOT OCCUR	N/A	COMMENTS	V a l u e
23.	The Grantee must have a written policy to establish a process for handling known and alleged violations. Following confirmation of a violation, the case officer will adhere to established procedures to determine what action is required.	S 2.12							
24.	The Grantee must have a written policy requires that, in court-ordered cases where the victim suffered monetary and/or property loss, there will be a written restitution contract discussed and developed with each offender containing these minimum elements: A. Name of offender and victim B. Total amount of restitution C. The amount of payment D. The method of payment; and E. The payment schedule	S 2.13							
25.	The Grantee must have a written policy and procedure to govern community service processes. The policy must include: A. Offender placement B. Supervision of offenders C. The exclusion of donations as n allowable substitution of community service requirements D. Documentation requirements	S 2.14							

TDOC COMMUNITY CORRECTIONS PROGRAMS
--

**Community Corrections
Policy and Procedure**

AGENCY _____

AUDIT PERIOD _____

INSPECTION
DATE _____

NO.	ITEM	MANDATE	COMP	NON COMP	NOT EVAL	DID NOT OCCUR	N/A	COMMENTS	V a l u e
26.	The Grantee must have a written policy and procedure governing offender payments (fees, fines, restitution) collected by the agency to include: A. A method of receipting B. A method of depositing C. A method of reporting D. A provision that the actual fees collected are used to lower the reimbursement request	S 2.15							
27.	The Grantee must have written policy and procedure governing the delivery of treatment services to those offenders whom they serve with a treatment need for substance use disorder, behavioral health, or co-occurring disorders.	TR 4.00							
28.	The Grantee must have a policy and procedure outlining the selected method of treatment delivery to offenders they service.	TR 4.01							
29.	The Grantee must have a policy and procedure to ensure all offenders under supervision are assessed to identify any treatment needs for substance use disorder, behavioral health, and/or co-occurring disorder.	TR 4.02							

TDOC COMMUNITY CORRECTIONS PROGRAMS

Community Corrections
Policy and Procedure

AGENCY _____

AUDIT PERIOD _____

INSPECTION
DATE _____

NO.	ITEM	MANDATE	COMP	NON COMP	NOT EVAL	DID NOT OCCUR	N/A	COMMENTS	V a l u e
-----	------	---------	------	-------------	-------------	---------------------	-----	----------	-----------------------

=====

=====

=====

=====

=====

29

TOTAL

Inspector

Date

Team Leader

Date

METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY



FREDDIE O'CONNELL
MAYOR

WALLACE W. DIETZ
DIRECTOR OF LAW

DEPARTMENT OF LAW
METROPOLITAN COURTHOUSE, SUITE 108
P.O. BOX 196300
NASHVILLE, TENNESSEE 37219-6300
(615) 862-6341 • (615) 862-6352 FAX

June 25, 2025

Cody Tracey, Contract Administrator
Tennessee Department of Correction
320 Sixth Avenue North
Nashville, TN 37243

Mr. Tracey,

This letter serves as written notice to the State regarding compliance with the Debarment and Suspension clause in the grant contract. That clause requires the grantee to certify that it "ha[s] 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 clause further requires the grantee to "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."

On March 25, 2025, the Health Department of the Metropolitan Government of Nashville and Davidson County ("Metro") received a notification from the Centers for Disease Control and Prevention ("CDC") that a Community Healthcare Workers grant was terminated "for cause" due to the end of the Covid-19 pandemic. The notification did not indicate any wrongdoing on the part of Metro that prompted the termination.

On April 24, 2025, Metro filed a lawsuit against the CDC challenging the illegal termination of the above-mentioned grant, including the "for cause" termination designation. On June 17, 2025, the Court granted a preliminary injunction preventing the CDC from enforcing the termination of the grant.

If you require any further information, please let us know.

Sincerely,

A handwritten signature in black ink, appearing to read "Wallace W. Dietz", is written over a horizontal line.

Wallace W. Dietz, Director of Law
Metropolitan Government of Nashville and Davidson County