
GRANT SUMMARY SHEET

Grant Name: Community Corrections Services (TDOC) 22-25

Department: STATE TRIAL COURTS

Grantor: TENNESSEE DEPARTMENT OF CORRECTIONS

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

Total Award this Action: \$5,207,400.00

Cash Match Amount \$0.00

Department Contact: Annette Crutchfield
8803664

Status: CONTINUATION

Program Description:

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 <input type="radio"/>		Application <input type="radio"/>		Award Acceptance <input checked="" type="radio"/>		Contract Amendment <input type="radio"/>	
Department	Dept. No.	Contact		Phone	Fax		
STATE TRIAL COURTS	28	Annette Crutchfield		8803664			
Grant Name:		Community Corrections Services (TDOC) 22-25					
Grantor:		TENNESSEE DEPARTMENT OF CORRECTIONS	Other:				
Grant Period From:		07/01/22	(applications only) Anticipated Application Date:				
Grant Period To:		06/30/25	(applications only) Application Deadline:				
Funding Type:		STATE	Multi-Department Grant		<input type="checkbox"/> If yes, list below.		
Pass-Thru:			Outside Consultant Project:		<input checked="" type="checkbox"/>		
Award Type:		COMPETITIVE	Total Award:		\$5,207,400.00		
Status:		CONTINUATION	Metro Cash Match:		\$0.00		
Metro Category:		Est. Prior.	Metro In-Kind Match:		\$0.00		
CFDA #		N/A	Is Council approval required?		<input checked="" type="checkbox"/>		
Project Description:		Applic. Submitted Electronically? <input type="checkbox"/>					
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: <input type="checkbox"/>	
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?			Fund		Business Unit		
Is not budgeted?			Proposed Source of Match:				
(Indicate Match Amount & Source for Remaining Grant Years in Budget Below)							
Other:							
Number of FTEs the grant will fund:		23.00	Actual number of positions added:		0		
Departmental Indirect Cost Rate		23.10%	Indirect Cost of Grant to Metro:		\$1,202,909.40		
*Indirect Costs allowed? <input checked="" type="radio"/> Yes <input type="radio"/> No		% Allow.	6.11%	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? <input checked="" type="checkbox"/>							
Metro or Community-based Partners:							

Part Two

Grant Budget										
Budget Year	Metro Fiscal Year	Federal Grantor	State Grantor	Other Grantor	Local Match Cash	Match Source (Fund, BU)	Local Match In-Kind	Total Grant Each Year	Indirect Cost to Metro	Ind. Cost Neg. from Grantor
Yr 1	FY23		\$1,735,800.00		\$0.00			\$1,735,800.00	\$400,969.80	\$33,333.33
Yr 2	FY24		\$1,735,800.00					\$1,735,800.00	\$400,969.80	\$33,333.33
Yr 3	FY25		\$1,735,800.00					\$1,735,800.00	\$400,969.80	\$33,333.34
Yr 4	FY__							\$0.00		
Yr 5	FY__							\$0.00		
Total		\$0.00	\$5,207,400.00	\$0.00	\$0.00		\$0.00	\$5,207,400.00	\$1,202,909.40	\$100,000
Date Awarded:		01/18/23		Tot. Awarded:		\$5,207,400.00	Contract#:			
(or) Date Denied:				Reason:						
(or) Date Withdrawn:				Reason:						

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

GCP Rec'd
01/26/23

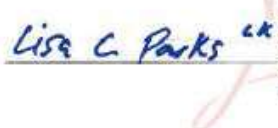
GCP Approved
01/27/23

VW



GOVERNMENTAL GRANT CONTRACT

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

Begin Date July 1, 2022	End Date June 30, 2025	Agency Tracking # 32952-13006	Edison ID 75229		
Grantee Legal Entity Name Metropolitan Government of Nashville and Davidson County			Edison Vendor ID 4		
Subrecipient or Recipient <input type="checkbox"/> Subrecipient <input checked="" type="checkbox"/> Recipient		CFDA # Grantee's fiscal year end			
Service Caption (one line only) Community-Based Treatment Services for Offenders					
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
2023	\$1,735,800.00				\$1,735,800.00
2024	\$1,735,800.00				\$1,735,800.00
2025	\$1,735,800.00				\$1,735,800.00
TOTAL:	\$5,207,400.00				\$5,207,400.00
Grantee Selection Process Summary					
<input checked="" type="checkbox"/> Competitive Selection		RFGP #32952-13006			
<input type="checkbox"/> Non-competitive Selection					
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.				CPO USE - GG	
 Digitally signed by Landon Kenderdine DN: cn=Landon Kenderdine, o=Tennessee Department of Correction, ou=Budget and Fiscal Services, email=landon.kenderdine@tn.gov, c=US Date: 2022.07.08 11:59:50 -05'00'					
Speed Chart (optional)		Account Code (optional)			

**GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
STATE AGENCY NAME
AND
METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY**

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Correction, hereinafter referred to as the "State" or the "Grantor State Agency" and Metropolitan Government of Nashville and Davidson County, hereinafter referred to as the "Grantee," is for the provision of Scope of Service Caption, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 4

A. SCOPE OF SERVICES AND DELIVERABLES:

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

A.2. Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1. Day Reporting Center (“DRC”)

2. Intensive Outpatient Program (“IOP”)
3. Residential Treatment Center

A.4. The Grantee shall comply with and perform all services, functions, and requirements detailed in the Grantee’s proposal submitted in response to the TDOC Community-Based Treatment Services for Offenders RFGP that resulted in this agreement. Said Grantee proposal is incorporated hereto by reference.

a. **Incorporation of Additional Documents.** Each of the following documents is included as a part of this Grant Contract by reference or attachment. In the event of a discrepancy or ambiguity regarding the Grantee's duties, responsibilities, and performance hereunder, these items shall govern in order of precedence below.

1. this Grant Contract document with any attachments or exhibits (excluding the items listed at subsections b. and c., below);
2. the State grant proposal solicitation as may be amended, if any;
3. the Grantee’s proposal, incorporated either by reference or by attachment to elaborate supplementary scope of services specifications.

A.5. The Grantee shall operate in accordance with the mandates of the Tennessee Community Corrections Act of 1985 incorporated hereto by reference, Community Corrections Administrative Regulations incorporated hereto by reference and the Community Corrections Program Standards referenced in Attachment Four as may be revised. Failure to comply with said Standards may be considered grounds for grant contract termination by the State.

A.6. The Grantee shall operate in accordance with the State’s Standards of Supervision (“SOS”) as referenced in Attachment Four, as may be revised. The Grantee is not permitted to provide supervision only services under this grant contract. The Grantee or grantee subcontractor must provide a State-approved Evidence-Based treatment program. If the Grantee or grantee subcontractor elects to provide supervision services, the Grantee must provide a State-approved Evidence-Based treatment program in order to provide supervision services in accordance with the Community-Based Treatment Services for Offenders RFGP. **If the Grantee elects to provide supervision services and fails to provide a State-approved Evidence-Based treatment program, the Grantee or grantee subcontractor shall be subject to grant contract termination by the State.**

A.7. **General Program Requirements**

a. The Grantee shall review referrals of Offenders submitted to the identified treatment-based program prior to official placement. The Grantee shall only be in receipt of Offenders for treatment-based services who are eligible for State Probation under Tenn. Code Ann. §40-35-303 and under direct supervision of the Tennessee Department of Correction. In addition, the Grantee shall review the treatment-based services referrals for Offenders who are sentenced to Community Corrections and who meet the Community Corrections eligibility requirements as set forth in Tenn. Code Ann. §40-36-106 to be accepted into the identified treatment-based program.

b. The Grantee shall work with the courts that seek to sentence participants to State-approved Community Corrections treatment-based programs under this grant contract. The Grantee should only accept the Offender(s) if they qualify for needs-based treatment service. Grantees who elect to offer supervision services in addition with treatment-based services should only accept Offender(s) for supervision with an identified and approved treatment-based need. **If the Grantee is ordered by the Court to accept an offender for supervision services only or an offender who does not otherwise qualify for services as set forth in this Contract, then the Grantee**

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

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

1. Substance use disorder
2. Mental Health
3. Co-Occurring Disorder

c. The FSW shall refer the Offender to the Grantee for assessment and determination of qualification for treatment prior to placement within a treatment program.

d. Offenders on Probation or Parole referred to the Grantee by the FSW for an assessment to be conducted by the Grantee and deemed eligible to receive treatment services shall remain on Probation or Parole supervision by TDOC and only receive treatment services through the Grantee.

e. The Grantee or grantee subcontractor shall complete the required referral process and place the Offender within the identified treatment facility within ten (10) calendar days after the required assessments have been conducted and results have been confirmed.

f. All final treatment program curricula shall be submitted to the State for written approval by the State no more than fourteen (14) business days after the execution of this grant contract. Any revisions/replacements to the approved curricula must be submitted to the State for written approval prior to the intended contract start date. If the treatment program curriculum is denied by State, the State will work with the Grantee to select a curriculum that will meet Evidence-Based Program standards set forth by TDOC and TDMHSAS.

g. The Grantee shall provide reasonable accommodations for service delivery to all Offenders with an identified disability in accordance with the guidelines established through the Americans with Disabilities Act of 1990 (ADA). Failure to operate in accordance with ADA guidelines shall be considered grounds for grant contract termination by the State.

h. The Grantee shall provide services to those Offenders deemed as Limited English Proficient (LEP) in accordance with the plan and procedures as submitted in response to the TDOC Community-Based Treatment Services for Offenders RFGP that resulted in this agreement.

i. The Grantee shall ensure all processes and procedures as submitted in response to the TDOC Community-Based Treatment Services for Offenders RFGP that resulted in this agreement are followed in response to Offenders who present with a medical condition or crisis.

A.8. Data and Documentation

a. The Grantee shall utilize the TDOC OMS for all Offender documentation related treatment services and supervision (if supervision services are offered and approved by the State in conjunction with treatment services). All documentation within the OMS shall utilized the appropriate Contact Note and Contact Codes provided by the State.

b. The Grantee shall measure, track, and report all Offender program success to the State utilizing assessments and mechanisms as detailed within the Grantee's submitted response to

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

b. The Grantee shall maintain documentation of all program certifications and accreditation to be reviewed at the request of the State.

c. The Grantee shall comply with all procedures related to records retention governed by the State's PRC to ensure records are maintained for a period of five (5) years from the Offenders treatment program discharge date in accordance with TDOC's RDA as referenced in TDOC Policies 109.03, 706.01 and Section S2.08 of Attachment Four.

d. The Grantee shall provide specific requested data in a reporting format acceptable by the State on a monthly and annual basis, and on an as needed basis reflecting the services provided and funded under this grant contract.

A.9. Staffing

a. The Grantee shall ensure that staff training offerings align with training policies issued by the State and maintain all mandatory and in-service training records based upon the State's appointed RDA as referenced in Attachment Five.

b. The Grantee(s) shall ensure all Clinical Staff maintain mandatory licensure and/or certifications and complete all required continuing education classes in accordance with their licensure requirements. The Grantee must provide proof of all Clinical Staff licensure to the State upon request. The Grantee shall provide to the State a tracking plan/process for maintaining all Clinical Staff licensure and certifications.

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

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

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

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

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

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

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

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

A.10. Staff Training

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

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

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

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

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

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

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

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

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

A.11. Residential Treatment Program

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

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

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

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

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

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

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

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

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

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

1. The Grantee shall ensure that therapeutic group sessions and services delivered in an individual, group, or dual counseling setting be limited to a maximum of fifteen (15) Offenders to one (1) clinical provider.

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

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

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

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

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

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

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

i. The Grantee shall store, control, manage and distribute Offender medication in accordance with the proposed plan within the Grantee's submitted response to the TDOC Community-Based Treatment Services RFGP and TDOC Policy #113.71 that resulted in this agreement. All

processes and procedures in relation to Offender medication storage, control, management, and distribution must be in accordance with all Federal, State and Local regulations. **Failure to maintain proper medication inventory controls could result in a Grantee's loss of licensure and be subject to termination of this grant contract.**

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

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

A.12. Supervision Services

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

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

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

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

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

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

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

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

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

A.13. Performance Measures

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

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

A.14. Leases

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

A.15. Security

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

A.16. Transition Period

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

B. TERM OF CONTRACT:

- B.1. This Grant Contract shall be effective on July 1, 2022 ("Effective Date") and extend for a period of thirty-six (36) months after the Effective Date ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Five Million Two Hundred Seven Thousand Four Hundred (\$5,207,400.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment 6.3. is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee. The maximum annual liability of the State under this grant for each respective year of the grant is as follows:

July 1, 2022-June 30, 2023	\$1,735,800.00
July 1, 2023-June 30,2024	\$1,735,800.00
July 1, 2024-June 30, 2025	\$1,735,800.00

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

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

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
- (1) Invoice/Reference Number (assigned by the Grantee).
 - (2) Invoice Date.
 - (3) Invoice Period (to which the reimbursement request is applicable).
 - (4) Grant Contract Number (assigned by the State).
 - (5) Grantor: State Agency & Division Name.
 - (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
 - (7) Grantee Name.
 - (8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
 - (9) Grantee Remittance Address.
 - (10) Grantee Contact for Invoice Questions (name, phone, or fax).
 - (11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:

- i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
 - ii. The amount reimbursed by Grant Budget line-item to date.
 - iii. The total amount reimbursed under the Grant Contract to date.
 - iv. The total amount requested (all line-items) for the Invoice Period.
 - b. The Grantee understands and agrees to all of the following.
 - (1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
 - (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
 - (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.
- C.6. Budget Line-item: Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may request revisions of Grant Budget line-items by letter, giving full details supporting such request, provided that such revisions do not increase total Grant Budget amount. Grant Budget line-item revisions may not be made without prior, written approval of the State in which the terms of the approved revisions are explicitly set forth. Any increase in the total Grant Budget amount shall require a Grant Contract amendment.
- C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within sixty (60) days of the Grant Contract end date, in form and substance acceptable to the State.
 - a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.
 - b. The State shall not be responsible for the payment of any invoice submitted to the State after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
 - c. The Grantee's failure to provide a final grant disbursement reconciliation report to the State as required by this Grant Contract shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the State pursuant to this Grant Contract.
 - d. The Grantee must close out its accounting records at the end of the Term in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any

changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.

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

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

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

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

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

Lisa Helton, Interim Commissioner
Tennessee Department of Correction
320 Sixth Avenue North
Nashville, TN 37243
Lisa.Helton@tn.gov
Telephone # 615.253.8140

The Grantee:

Larissa Burdette, Program Manager
Metropolitan Government of Nashville and Davidson County
408 2nd Avenue North, Suite 2100
Nashville, TN 37201
Larissaburdette@jnsnashville.org
Telephone # 615.862.8398
FAX # 615.862.8618

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

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

- D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.10. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

- D.11. HIPAA Compliance. The State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.
- a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.
 - b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.
 - c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.

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

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

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

- D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.
- D.14. Licensure. The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.
- D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the

final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

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

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

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

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

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

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

- D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.
- D.19. Audit Report. For purposes of this Section, pass-through entity means a non-federal entity that provides a subaward to a subrecipient to carry out part of a federal program.
- The Grantee shall provide audited financial statements to the Tennessee Comptroller of the Treasury ("Comptroller") if during the Grantee's fiscal year, the Grantee: (1) expends seven hundred fifty thousand dollars (\$750,000) or more in direct and indirect federal financial assistance and the State is a pass-through entity; (2) expends seven hundred fifty thousand dollars (\$750,000) or more in state funds from the State; or (3) expends seven hundred fifty thousand dollars (\$750,000) or more in federal financial assistance and state funds from the State, and the State is a pass-through entity. At least ninety (90) days before the end of its fiscal year, the Grantee shall complete Attachment One to notify the State whether or not Grantee is subject to an audit. The Grantee should submit only one, completed Notice of Audit Report

document during the Grantee's fiscal year. Any Grantee that is subject to an audit and so indicates on Attachment One shall complete Attachment Two. If the Grantee is subject to an audit, Grantee shall obtain the Comptroller's approval before engaging a licensed, independent public accountant to perform the audit. The Grantee may contact the Comptroller for assistance identifying auditors.

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

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

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

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

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

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

- D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.
- D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- D.23. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract,

statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State's total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.

- D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.
- D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.
- D.26. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.
- D.27. State Interest in Equipment or Motor Vehicles. The Grantee shall take legal title to all equipment or motor vehicles purchased totally or in part with funds provided under this Grant Contract, subject to the State's equitable interest therein, to the extent of its *pro rata* share, based upon the State's contribution to the purchase price. The term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds five thousand dollars (\$5,000.00). The term "motor vehicle" shall include any article of tangible personal property that is required to be registered under the "Tennessee Motor Vehicle Title and Registration Law", Tenn. Code Ann. Title 55, Chapters 1-6.

As authorized by the Tennessee Uniform Commercial Code, Tenn. Code Ann. Title 47, Chapter 9 and the "Tennessee Motor Vehicle Title and Registration Law," Tenn. Code Ann. Title 55, Chapters 1-6, the parties intend this Grant Contract to create a security interest in favor of the State in the equipment or motor vehicles acquired by the Grantee pursuant to the provisions of this Grant Contract. A further intent of this Grant Contract is to acknowledge and continue the security interest in favor of the State in the equipment or motor vehicles acquired by the Grantee pursuant to the provisions of this program's prior year Grant Contracts between the State and the

Grantee.

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

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

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

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

The Grantee shall submit its inventory control report of all equipment or motor vehicles purchased with funding through this Grant Contract within thirty (30) days of its end date and in form and substance acceptable to the State. This inventory control report shall contain, at a minimum, the requirements specified above for inventory control. The Grantee shall notify the State, in writing, of any equipment or motor vehicle loss describing the reasons for the loss. Should the equipment or motor vehicles be destroyed, lost, or stolen, the Grantee shall be responsible to the State for the *pro rata* amount of the residual value at the time of loss based upon the State's original

contribution to the purchase price.

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

- D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl
- D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.
- D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.
- D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.
- D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
- D.34. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
 - b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery,

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

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

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

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

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

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.
- E.2. Insurance. Grantee shall maintain insurance coverage as specified in this Section. The State reserves the right to amend or require additional insurance coverage, coverage amounts, and endorsements required under this Contract. Grantee's failure to maintain or submit evidence of insurance coverage, as required, is a material breach of this Contract. If Grantee loses insurance coverage, fails to renew coverage, or for any reason becomes uninsured during the Term, Grantee shall immediately notify the State. All insurance companies providing coverage must be: (a) acceptable to the State; (b) authorized by the Tennessee Department of Commerce and Insurance ("TDCI"); and (c) rated A- / VII or better by A.M. Best. All coverage must be on a primary basis and noncontributory with any other insurance or self-insurance carried by the State. Grantee agrees to name the State as an additional insured on any insurance policy with the exception of workers' compensation (employer liability) and professional liability (errors and omissions) insurance. All policies must contain an endorsement for a waiver of subrogation in favor of the State. Any deductible or self-insured retention ("SIR") over fifty thousand dollars (\$50,000) must be approved by the State. The deductible or SIR and any premiums are the Grantee's sole responsibility. The Grantee agrees that the insurance requirements specified in this Section do not reduce any liability the Grantee has assumed under this Contract including any indemnification or hold harmless requirements. To achieve the required coverage amounts, a combination of an otherwise deficient specific policy and an umbrella policy with an aggregate meeting or exceeding the required coverage

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

Grantee shall provide the State a certificate of insurance ("COI") evidencing the coverages and amounts specified in this Section. The COI must be on a form approved by the TDCI (standard ACORD form preferred). The COI must list each insurer's National Association of Insurance Commissioners (NAIC) number and be signed by an authorized representative of the insurer. The COI must list the State of Tennessee – CPO Risk Manager, 312 Rosa L. Parks Ave., 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. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this policy or location of occurrence or the general aggregate limit shall be twice the required occurrence limit.

b. Workers' Compensation and Employer Liability Insurance

- 1) For Grantees statutorily required to carry workers' compensation and employer liability insurance, the Grantee shall maintain:
 - i. Workers' compensation in an amount not less than one million dollars (\$1,000,000) including employer liability of one million dollars (\$1,000,000) per accident for bodily injury by accident, one million dollars (\$1,000,000) policy limit by disease, and one million dollars (\$1,000,000) per employee for bodily injury by disease.
- 2) If the Grantee certifies that it is exempt from the requirements of Tenn. Code Ann. §§ 50-6-101 – 103, then the Grantee shall furnish written proof of such exemption for one or more of the following reasons:
 - i. The Grantee employs fewer than five (5) employees;
 - ii. The Grantee is a sole proprietor;
 - iii. The Grantee is in the construction business or trades with no employees;
 - iv. The Grantee is in the coal mining industry with no employees;
 - v. The Grantee is a state or local government; or
 - vi. The Grantee self-insures its workers' compensation and is in compliance with the TDCI rules and Tenn. Code Ann. § 50-6-405.
- c. Automobile Liability Insurance
 - 1) The Grantee shall maintain automobile liability insurance which shall cover liability arising out of any automobile (including owned, leased, hired, and non-owned automobiles).
 - 2) The Grantee shall maintain bodily injury/property damage with a limit not less than one million dollars (\$1,000,000) per occurrence or combined single limit.
- d. Professional Liability Insurance
 - 1) Professional liability insurance shall be written on an occurrence basis or on a claims-made basis. If this coverage is written on a claims-made basis then:
 - i. The retroactive date must be shown, and must be on or before the earlier of the Effective Date of the Contract or the beginning of Contract work or provision of goods and services;
 - ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) full years from the date of the final Contract payment; and
 - iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date on or prior to the Contract Effective Date, the Grantee must purchase "extended reporting" or "tail coverage" for a minimum of five (5) full years from the date of the final Contract payment.
 - 2) Any professional liability insurance policy shall have a limit not less than one million dollars (\$1,000,000) per claim and two million dollars (\$2,000,000) in the aggregate; and
 - 3) If the Contract involves the provision of services by medical professionals, a policy limit not less than three million (\$3,000,000) per claim and five million dollars (\$5,000,000) in the aggregate for medical malpractice insurance.
- e. Technology Professional Liability (Errors & Omissions)/Cyber Liability Insurance
 - 1) The Grantee shall maintain technology professional liability (errors & omissions)/cyber liability insurance appropriate to the Grantee's profession in an amount not less than five million dollars (\$5,000,000) per occurrence or claim and four million dollars (\$4,000,000) 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.6. Environmental Tobacco Smoke. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the "Children's Act for Clean Indoor Air of 1995," Tenn. Code Ann. §§ 39-17-1601 through 1606, the Grantee shall prohibit smoking of tobacco products within any indoor premises in which services are provided to individuals under the age of eighteen (18) years. The Grantee shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this Grant Contract.

- E.7. Prison Rape Elimination Act (PREA). The Grantee must comply with the Prison Rape Elimination Act (PREA) of 2003 (Federal law 42 U.S.C. 15601 et. seq.), with all applicable Federal PREA standards, and with all State policies and standards related to PREA for preventing, detecting, monitoring, investigating, and eradicating any form of sexual abuse within facilities/programs/offices owned, operated, or contracted.
- E. 8. Grantee Participation. Grantee Participation amount(s) detailed in the Grant Budget are intended as a goal for the total project, and the amount of actual Grantee Participation expenditures will not impact the maximum amounts reimbursable to the Grantee as detailed by the Grant Budget column, "Grant Contract."
- E.9. Personally Identifiable Information. While performing its obligations under this Grant Contract, Grantee may have access to Personally Identifiable Information held by the State ("PII"). For the purposes of this Grant Contract, "PII" includes "Nonpublic Personal Information" as that term is defined in Title V of the Gramm-Leach-Bliley Act of 1999 or any successor federal statute, and the rules and regulations thereunder, all as may be amended or supplemented from time to time ("GLBA") and personally identifiable information and other data protected under any other applicable laws, rule or regulation of any jurisdiction relating to disclosure or use of personal information ("Privacy Laws"). Grantee agrees it shall not do or omit to do anything which would cause the State to be in breach of any Privacy Laws. Grantee shall, and shall cause its employees, agents and representatives to: (i) keep PII confidential and may use and disclose PII only as necessary to carry out those specific aspects of the purpose for which the PII was disclosed to Grantee and in accordance with this Grant Contract, GLBA and Privacy Laws; and (ii) implement and maintain appropriate technical and organizational measures regarding information security to: (A) ensure the security and confidentiality of PII; (B) protect against any threats or hazards to the security or integrity of PII; and (C) prevent unauthorized access to or use of PII. Grantee shall immediately notify State: (1) of any disclosure or use of any PII by Grantee or any of its employees, agents and representatives in breach of this Grant Contract; and (2) of any disclosure of any PII to Grantee or its employees, agents and representatives where the purpose of such disclosure is not known to Grantee or its employees, agents and representatives. The State reserves the right to review Grantee's policies and procedures used to maintain the security and confidentiality of PII and Grantee shall, and cause its employees, agents and representatives to, comply with all reasonable requests or directions from the State to enable the State to verify or ensure that Grantee is in full compliance with its obligations under this Grant Contract in relation to PII. Upon termination or expiration of the Grant Contract or at the State's direction at any time in its sole discretion, whichever is earlier, Grantee shall immediately return to the State any and all PII which it has received under this Grant Contract and shall destroy all records of such PII.

The Grantee shall report to the State any instances of unauthorized access to or potential disclosure of PII in the custody or control of Grantee ("Unauthorized Disclosure") that come to the Grantee's attention. Any such report shall be made by the Grantee within twenty-four (24) hours after the Unauthorized Disclosure has come to the attention of the Grantee. Grantee shall take all necessary measures to halt any further Unauthorized Disclosures. The Grantee, at the sole discretion of the State, shall provide no cost credit monitoring services for individuals whose PII was affected by the Unauthorized Disclosure. The Grantee shall bear the cost of notification to all individuals affected by the Unauthorized Disclosure, including individual letters and public notice. The remedies set forth in this Section are not exclusive and are in addition to any claims or remedies available to this State under this Grant Contract or otherwise available at law. The obligations set forth in this Section shall survive the termination of this Grant Contract.

- E. 10. Performance Standards. The Grantee hereby acknowledges and agrees that its performance under this Grant Contract shall meet the standards set forth in Section A of this Grant Contract, the DOC Community Corrections Program Standards as referenced in Attachment Four, all DOC Policies, and the conditions set forth in this Contract. If the Grantee fails to meet these standards, the State, at its exclusive option, may allow up to thirty (30) days for the provider to achieve compliance with the standards. If performance deficiencies are not resolved to the satisfaction of the State within the prescribed time, and if no extenuating circumstances can be documented by the Grantee to the State's satisfaction, the State may cancel the Grant Contract at the State's discretion.

- E. 11. Notification of Closure. The Grantee shall notify the State of the closure of its agency or facility no less than sixty (60) days prior to the actual date of closure. Failure to provide the State sixty (60) days written notice of the Grantee's intent to close its operations or any part of its operation shall be considered a breach of this Contract.

- E. 12. Closure Transition. Within thirty (30) days from the closure notification date, the Grantee shall work with the State to transition all Offenders placed with the Grantee, shall reconcile all records, transfer case files to DOC, and complete the Contract transition.

- E. 13. Professional Practice. The Grantee shall assure that there is a code of conduct in place and applicable to all employees that covers, at minimum, business practices, clinical practices, and service recipient/staff interaction/fraternization. Further, Grantee's personnel shall conduct their practice in conformity with all applicable statutes, rules and regulations, and recognized ethical standards of their profession. Procedures for reporting violations of the ethical standards shall be developed and communicated to staff upon hire and annually thereafter, which shall include a non-reprisal approach for persons reporting suspected violations, as well as a description of possible sanctions for violating the standards. Failure to implement a code of conduct in accordance with this section and to adequately address suspected violations of the code of conduct may be cause for termination of this Grant Contract.

IN WITNESS WHEREOF,

GRANTEE LEGAL ENTITY NAME:

Tim D. Townsend 7/7/22
 GRANTEE SIGNATURE DATE

Tim D. Townsend, Administrator
 PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF CORRECTION:

Lisa Helton
 Lisa Helton (Jul 11, 2022 23:39 CDT)

LISA HELTON, INTERIM COMMISSIONER

Jul 11, 2022

DATE

**SIGNATURE PAGE
FOR
GRANT NO. FY23 Community Correction Services Grant

COMMUNITY CORRECTION SERVICES CONTRACT**

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****

Department _____

Date _____

APPROVED AS TO AVAILABILITY
OF FUNDS:

DocuSigned by:

Kelly Flannery/mfw

Kelly Flannery, Director
Department of Finance

1/27/2023

Date _____

APPROVED AS TO RISK AND INSURANCE:

DocuSigned by:

Balagun Cobb

Director of Risk Management Services

1/27/2023

Date _____

APPROVED AS TO FORM AND
LEGALITY:

DocuSigned by:

Courtney Mohan

Metropolitan Attorney

1/27/2023

Date _____

FILED:

Metropolitan Clerk

Date

GRANT BUDGET**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, 2022**

END: June 30, 2023

POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1. 2	Salaries, Benefits & Taxes	\$ 1,507,600	-	\$ 1,507,600
4, 15	Professional Fee, Grant & Award ²	80,000	-	80,000.00
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	40,000	-	40,000.00
11. 12	Travel, Conferences & Meetings	7,500	-	7,500.00
13	Interest ²		-	-
14	Insurance	400	-	400.00
16	Specific Assistance To Individuals	200	-	200.00
17	Depreciation ²		-	-
18	Other Non-Personnel ²		-	-
20	Capital Purchase ²	100	-	100.00
22	Indirect Budget	100,000	-	100,000.00
24	In-Kind Expense		-	-
25	GRAND TOTAL	\$1,735,800	-	\$ 1,735,800

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*. (posted on the Internet at: <http://www.tn.gov/finance/topic/fa-policyinfo>).

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

GRANT BUDGET LINE-ITEM DETAIL:

PROFESSIONAL FEE, GRANT & AWARD	AMOUNT
DRUG TESTING AND COUNSELING SERVICES	\$80,000
TOTAL	\$80,000
INTEREST	AMOUNT
NONE	\$0
TOTAL	\$0
DEPRECIATION	AMOUNT
NONE	\$0
TOTAL	\$0
OTHER NON-PERSONNEL	AMOUNT
NONE	\$0
TOTAL	\$0
CAPITAL PURCHASE	AMOUNT
Placeholder for Vehicle Purchase	\$100
TOTAL	\$100

 Signature

 Date

GRANT BUDGET**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, 2023**

END: June 30, 2024

POLICY 03 Object Line-Item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1. 2	Salaries, Benefits & Taxes	\$ 1,507,600	-	\$ 1,507,600
4, 15	Professional Fee, Grant & Award ²	80,000	-	80,000.00
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	40,000	-	40,000.00
11. 12	Travel, Conferences & Meetings	7,500	-	7,500.00
13	Interest ²		-	-
14	Insurance	400	-	400.00
16	Specific Assistance To Individuals	200	-	200.00
17	Depreciation ²		-	-
18	Other Non-Personnel ²		-	-
20	Capital Purchase ²	100	-	100.00
22	Indirect Budget	100,000	-	100,000.00
24	In-Kind Expense		-	-
25	GRAND TOTAL	\$1,735,800	-	\$ 1,735,800

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*. (posted on the Internet at: <http://www.tn.gov/finance/topic/fa-policyinfo>).

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

GRANT BUDGET LINE-ITEM DETAIL:

PROFESSIONAL FEE, GRANT & AWARD	AMOUNT
DRUG TESTING AND COUNSELING SERVICES	\$80,000
TOTAL	\$80,000
INTEREST	AMOUNT
NONE	\$0
TOTAL	\$0
DEPRECIATION	AMOUNT
NONE	\$0
TOTAL	\$0
OTHER NON-PERSONNEL	AMOUNT
NONE	\$0
TOTAL	\$0
CAPITAL PURCHASE	AMOUNT
Placeholder for Vehicle Purchase	\$100
TOTAL	\$100

Signature

Date

GRANT BUDGET**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, 2024**

END: June 30, 2025

POLICY 03 Object Line-Item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1. 2	Salaries, Benefits & Taxes	\$ 1,507,600	-	\$ 1,507,600
4, 15	Professional Fee, Grant & Award ²	80,000	-	80,000.00
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	40,000	-	40,000.00
11. 12	Travel, Conferences & Meetings	7,500	-	7,500.00
13	Interest ²		-	-
14	Insurance	400	-	400.00
16	Specific Assistance To Individuals	200	-	200.00
17	Depreciation ²		-	-
18	Other Non-Personnel ²		-	-
20	Capital Purchase ²	100	-	100.00
22	Indirect Budget	100,000	-	100,000.00
24	In-Kind Expense		-	-
25	GRAND TOTAL	\$1,735,800	-	\$ 1,735,800

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*. (posted on the Internet at: <http://www.tn.gov/finance/topic/fa-policyinfo>).

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

GRANT BUDGET LINE-ITEM DETAIL:

PROFESSIONAL FEE, GRANT & AWARD	AMOUNT
DRUG TESTING AND COUNSELING SERVICES	\$80,000
TOTAL	\$80,000
INTEREST	AMOUNT
NONE	\$0
TOTAL	\$0
DEPRECIATION	AMOUNT
NONE	\$0
TOTAL	\$0
OTHER NON-PERSONNEL	AMOUNT
NONE	\$0
TOTAL	\$0
CAPITAL PURCHASE	AMOUNT
Placeholder for Vehicle Purchase	\$100
TOTAL	\$100

 Signature

 Date

ATTACHMENT ONE

Notice of Audit Report

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

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

Grantee's Edison Vendor ID Number:

Grantee's fiscal year end: **June 30**

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

Type of funds expended	Estimated amount of funds expended by end of Grantee's fiscal year
Federal pass-through funds	
a. Funds passed through the State of Tennessee	a.
b. Funds passed through any other entity	b.
Funds received directly from the federal government	
Non-federal funds received directly from the State of Tennessee	\$18 million

ATTACHMENT TWO

Parent Child Information

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

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

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

Grantee's Edison Vendor ID number:

Is Grantee Legal Entity Name a parent? Yes No

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

Is Grantee Legal Entity Name a child? Yes No

If yes, complete the fields below.

Parent entity's name: _____

Parent entity's tax identification number: _____

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

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

Parent entity's contact information

Name of primary contact person: Tim Townsend

Address: 1 Public Square, Nashville TN, 37201

Phone number: 615-880-2554

Email address: Tim.townsend@jnsnashville.gov

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

Community Corrections Grant Invoice Template

GRANT INVOICE

The grant budget line-item amounts below shall be applicable only to expense incurred during the following:

Applicable Period:

BEGIN: July 1, 2020

END: June 30, 2021

POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹	GRANT GRANT CONTRACT	GRANTEE MATCH ³	TOTAL PROJECT
1	Salaries	0	0	0
2	Benefits & Taxes	0	0	0
4 & 15	Professional Fee, Grant & Award ²	0	0	0
5	Supplies	0	0	0
6	Telephone	0	0	0
7	Postage & Shipping	0	0	0
8	Occupancy ²	0	0	0
9	Equipment Rental & Maintenance	0	0	0
10	Printing & Publications	0	0	0
11	Travel	0	0	0
12	Conferences & Meetings 2	0	0	0
13	Interest ²	0	0	0
14	Insurance	0	0	0
16	Specific Assistance To Individuals ⁵	0	0	0
17	Depreciation ²	0	0	0
18	Other Non-Personnel ²	0	0	0
20	Capital Purchase ²	0	0	0
22	Indirect Cost ⁴	0	0	0
24	In-Kind Expense	0	0	0
n/a	Grantee Match Requirement pursuant to Grant Contract Section A.15. ³	0	0	0
25	GRAND TOTAL	0	0	0

SAMPLE

Attachment Four:

Tennessee Department of Correction Community Corrections Program Standards

**TENNESSEE DEPARTMENT OF CORRECTION
COMMUNITY CORRECTION PROGRAM STANDARDS**

ALL COMMUNITY CORRECTION PROGRAMS

AP1.00 Administration. Organization. Management

AP1.01 The Grantee has an organizational chart that accurately reflects the structure of authority, responsibility, and accountability within the programs. The chart is reviewed annually and updated, as needed.

AP1.02 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.

AP1.03 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)

AP1.04 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, and 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.

AP1.05 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 prior to implementation.

AP1.06 The Grantee has a written procedure to disseminate approved, new, or revised policy and procedure to designated staff, volunteers, and where appropriate, to offenders prior to implementation. Documentation of policy disbursement is maintained in the administrative files.

AP1.07 Written policy and procedure outline a system by which the program manager and/or manager designee conducts agency audit and review on all areas of operations, services, and programming. The program manager shall conduct file reviews within 60 days after intake and ensure a 3% random file review is conducted annually. The Grantee to use a TDOC approved file review process to ensure compliance with the Community Correction standards.

AP1.08 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.

AP1.09 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.

AP1.10 The Grantee has a written policy, procedure(s) that states it is a correctional program offering services pursuant to the provisions of TCA 40-36-101 et. al. and that the program meets state licensing requirements, if applicable.

AP1.11 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 Board, program manager, or his/her designee.

AP1.12 The Grantee will assess all Tennessee Department of Correction offenders using the Validated Risk and Needs Assessment (RNA) instrument as approved by the Tennessee Department of Correction. In addition, the Grantee may utilize any additional evidence-based validated assessment tool to determine offender eligibility and treatment needs to be offered within the grantee's program.

AP1.13 The Grantee facility meets local fire and safety codes and maintains documentation of the same.

AP1.14 The Grantee mission statement affirms that the program is to provide necessary services to felony offenders to reduce the probability of continued criminal behavior, abstaining from substance use, and ensure the safety of the community.

AP1.15 The Grantee will have a written policy and procedure regarding "Release of Information" which address circumstances under which release of information is permitted, restrictions on the type of information to be released, and structure and identification information to be placed on the form which includes, but is not limited to the following:

- Name of person, agency, or organization requesting information extra spaces removed
 - Specific information to be released
 - Purpose or need for the information
 - Expiration date
 - The date consent form was signed
 - Signature of client
 - Signature of individual witnessing client's signature
- Before the release of any information regarding a client, a Release of Information form must be completed, and a signed copy placed into the client's case file.

AP1.16 The Grantee will have a written policy and procedure regarding the length of time a case record is maintained (five-year minimum after discharge from the program).

AP1.17 All incidents occurring within the jurisdiction of the Grantee concerning the safety and securing of the facility, community, staff, and/or clients, or those which may result in media attention, must be reported. within 24-hours of occurrence and the report shall be placed in the Offender's case file and copy forwarded to the State Director of Community Correction.

AP1.18 All incidents within the jurisdiction of the Grantee which require physical force or restraint shall be reported in writing, dated, and signed by the staff reporting the incident. Such report shall be placed in the Offender's case file and a copy forwarded to the State Director of Community Correction within 24-hours of occurrence.

AP1.19 Written policy and procedure provide for the use of physical force only in instances of justifiable self-defense, protection of others, prevention of property damage, and in accordance with appropriate statutory authority. Only the minimum force necessary is employed.

AP1.20 All grantees will follow the Tennessee Department of Correction established guidelines for Community Correction agencies for entering officer contact notes to record information into the TDOC's Offender Management System.

AP1.20.1 Clinical and or treatment team will enter the progress of participants in the TDOC OMS system according to the Tennessee Department of Correction established guidelines for Community Correction agencies.

AP1.21 All Grantees shall have written Policy and Procedure to ensure compliance with PREA's "Zero Tolerance" policy, and display signage and PREA publications in-plain view at all agency locations, at all times.

AP1.22 Any Grantee providing offender supervision services shall supervise offenders according to supervision standards as set out in the standards of supervision section **S4.05, S4.06, DR1.02, RP1.00, and IO1.01.**

AP2.00 Personnel

AP2.01 The Grantee has a written policy to guard against conflict of interest. This policy will include:

AP2.01.1 That no employee connected with the agency uses his or her official position to secure privileges or advantages.

AP2.01.2 That no staff shall accept for themselves, any member of their family, or close associate, any personal gift, favor, or service from an offender.

AP2.02 There will be written personnel policies and procedures that provide for a personnel manual that is reviewed and approved by the governing authority annually and is made available to employees. The personnel manual shall 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

AP2.03 The minimum educational requirement for appointment as a community correction program manager is a baccalaureate degree in one of the social, behavioral, or management sciences, or a related field.

AP2.04 The minimum qualifications of a case officer are a baccalaureate degree from an accredited college or university, or at least (4) years of qualifying relevant full-time professional experience. Current grantee employees who are employed at the time of contract execution may receive a waiver of the baccalaureate degree requirement.

AP2.05 All credentialed staff shall as a minimum requirement meet all licensure and/or certification requirements set forth by Tennessee health-related boards.

AP2.06 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.

AP2.07 There are written job descriptions and job qualifications for all positions of the agency. Each job description will include the job title, responsibilities of the position, and required minimum experience and education, licensure, certifications, and credentials, as applicable.

AP2.08 The Grantee will have an employee grievance procedure that has been approved by the local advisory board.

AP2.09 The Grantee will maintain a current, complete, and confidential personnel record for each employee.

AP2.10 Written policies require a national background check to be completed on all NEW hires before employment or appointment. All employees shall have an annual background check; documentation of the background check will be kept in the employee's personnel file. No applicant with a felony conviction or crime of moral turpitude will be considered for employment. Annual background checks shall be completed on all employees and volunteers and results shall be maintained in the employees' personnel file.

AP2.11 Written policy and procedure shall specify that all Community Correction personnel are prohibited from carrying weapons during the performance of duty. Any Personnel proven to be in violation shall be subject to disciplinary action up to and including termination as provided in grantee policy.

AP3.00 Volunteers/Interns

This section applies only to an agency that utilizes volunteers or interns.

AP3.01 Written policy and procedure for volunteer citizen involvement include a system for selection, training, term of service, termination of service, and definition of tasks.

AP3.02 Written policy and procedure specify that volunteers agree in writing to abide by all agency policies, particularly those relating to the security and confidentiality of information.

AP3.03 Written policy specifies that volunteers perform professional services only when certified or licensed to do so and after a thorough check of background and professional education.

AP3.04 Written policy specifies all volunteers shall be administered a national background check prior to employment or appointment as a volunteer, with results of the check maintained in their personnel file.

AP4.00 Staff Training and Development

AP4.01 Written policy provides that all new professional staff in the program will have at least 40 hours of onsite orientation to the policies, organizational structure, programs, and regulations of the program, as well as, Tennessee Department of Correction required Title VI, DNA Buccal Swabbing sample collection, Prison Rape Elimination Act (PREA), Emergency Operation Plans and Fire Safety, Drug-Free Workplace, and Code of Ethics. Only manager approved Grantee staff, directly responsible for offender supervision, delivery of treatment, programming, or evaluation of offenders shall receive training on the following: Validated Risk Needs Assessment (RNA), O*NET Interest Profiler, Texas Christian University Drug Screen (TCUD) or other identified assessment tools. All orientation and offender assessment training will be completed prior to new staff performing any work related to offender treatment or supervision without direct supervision. This applies to all new full-time or part-time staff, and volunteers.

AP4.02 Written policy and procedures provide that clerical and support staff employees will complete orientation and additional annual training appropriate to their assignment (Full-Time 16 hours - Part-Time 8 hours).

AP4.03 Written policy and procedure provide that all case officers complete 40 hours of pre-service training. Pre-service training will be provided by the agency, or designee, within six months of a new case officer's employment. Upon completion of orientation, the employee will sign and date a statement confirming orientation training has been received. All training will be recorded by the agency manager, and a copy kept in the employee's personnel file.

AP4.04 Community Correction Grantees, either individually or collectively, will be responsible for providing at least 30 hours of in-service training per year to their program managers and 40 hours of training for program case officers and treatment staff. The Tennessee Department of Correction will be responsible for providing a minimum of ten (10) hours of core issue training to the Program Managers on an annual basis. All training shall be job-related.

AP4.05 Written policy requires the program manager to keep a running total of training hours of all agency employees in each individual's file for inspection upon request. This file shall contain documentation of 40 hours of Orientation and ongoing annual training hours for Clerical and Support staff, Manager, Officers, Treatment Staff, and volunteers.

AP5.00 Fiscal Management, Vehicle Management

AP5.01 The Grantee will operate under an annually written budget of anticipated revenues and expenditures that is approved by the governing authority.

AP5.02 An annual independent fiscal audit of the agency will be conducted. The Grantee is responsible for securing and scheduling the auditor. All independent fiscal audit results will be sent to the State and must be received no later than nine (9) months after the close of the fiscal year.

AP5.03 The Grantee's administrative capabilities will include standard procedures regarding inventory control, purchasing, and requisitioning of supplies. All monies collected will be placed in a secure location and must be deposited into a bank account within (72) hours after collection. These specific methods will be utilized for the receipt, safeguarding, dispersing, and recording of funds.

AP5.04 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. Appropriate documentation for coverage is a valid Certificate of Insurance detailing Coverage Description; Insurance Company & Policy Number; Exceptions and Exclusions; Policy Effective date; Policy expiration date; Limit(s) of Liability; Name and Address of Insured, and/or a copy of Bond Coverage. A copy of the Grantee's coverage policy will be provided annually to the State Director of Community Correction.

AP5.05 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.

AP5.06 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.

AP5.07 Written policy, procedure, and practice provide for purchasing and requisitioning supplies and equipment and for property inventory and control. All Grantee Inventory Control Reports (ICR) will be updated annually with a (signed) and complete copy provided to the State Director of Community Correction.

AP5.07.1 Grantee will utilize TDOC's Inventory Control System (ICS) to conduct and maintain inventory of items purchased with grant funds. Inventory will be conducted monthly utilizing a 10% approach of those items. A full annual inventory will be conducted of items at the close of the contract / fiscal year and submitted no later than 30 days with the final invoice.

AP5.08 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.

AP5.09 No Vehicle purchased with State funds can be assigned directly to a Community Correction 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 driven home by the employee.

AP5.09.1 A Vehicle Sign-out Logging System must be kept by any Grantee having purchased a car with State funds. This logging system must include the name of the employee vehicle issued to, date and time of issuance of vehicle for travel, beginning odometer reading, the reason for issuance, time of return, and odometer reading upon return.

AP5.09.2 All vehicles purchased with State funds will be listed on the Grantee's inventory. The annual inventory report submission shall include an original (unsigned) title for every vehicle purchased under the Grant, with all original titles being submitted to, and maintained by, the State Director of Community Correction.

AP5.09.3 Vehicles purchased with State funds may not be used as a trade-in for a newer vehicle.

AP5.09.4 In accordance with TCA Sections 8-30-202 and 8-30-203, any employee using a vehicle purchased with State funds is required to comply with all traffic laws and possess a valid driver's license from the employee's domicile state. A copy of the employee's driver's license should be kept on file in the employee's personnel record.

AP5.10 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 (Rules Chapter 0420-2-2-.11 (4)). Any Grantee requesting an advance must place the request on Agency letterhead stationery and be submitted to the 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.

AP5.11 Disbursement Reconciliation and Close Out. The Grantee shall submit a final grant disbursement reconciliation report within 60 days of the end of the Grant Contract. Said report shall be in form and substance acceptable to the State. The State will not be responsible for the payment of invoices that are submitted to the state after the final grant disbursement reconciliation report. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by Section C, Payment Terms and Conditions 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. The 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.

AP5.12 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.

AP5.13 State Community Correction contracts will not reimburse Grantees for "longevity" pay. Longevity pay is usually given to State employees as a supplemental based on the number of years with the agency. Any Grantee agency choosing to give employees longevity pay must cover this cost from funds not associated with the Tennessee Department of Correction contract.

AP6.00 Research and Evaluation

AP6.01 The Grantee will have a policy and procedure governing the conduct of research that addresses the issues of informed consent and release of information. The TDOC Community Correction Administrator and the TDOC Director of Decision Support: Research and Planning must approve all research projects in writing prior to implementation.

AP7.00 Program Records

AP7.01 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 signature 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.

AP7.02 Program policies shall provide that all staff adhere to Tennessee Department of Correction procedures and functions regarding access and use of the TDOC OMS system. Programs shall be aware of and ensure the necessity of system security procedures. All programs will utilize the TDOC OMS system as mandated by the Tennessee Department of Correction.

AP7.03 The intake report shall be entered in the TDOC OMS (LCDG) under code AAAA to record detailed information about the offender's arrival. The Intake Report should include at a minimum:

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

AP7.04 The discharge/termination report shall be entered in the (LCDG) TDOC OMS under code TEPE to record detailed information about the offender's departure. The Discharge/Termination TEPE Report should include at a minimum:

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

AP7.05 The grantee will utilize TDOC OMS contact codes and accompanying notes listed within the Community Correction Contact Note Handbook unless otherwise listed within the Community Correction Standards.

AP8.00 Physical Plant

AP8.01 The building conforms to all applicable state and local building codes.

AP8.02 Private counseling and group meetings space is provided.

AP8.03 All proposed leases and any proposed extension must be reviewed and approved by TDOC.

AP8.04 Any non-compliance with applicable state and local building codes must be reported to TDOC upon discovery, within 24 hours of occurrence, and corrected within stated timeframes by the inspecting agency.

AP9.00 Safety and Emergency Procedures

AP9.01 The Facility will have written fire and other emergency plan/s that are communicated to all employees, volunteers, visitors, and offenders. Emergency plans shall contain contingency space plans during emergencies. These plans are reviewed and updated at least annually.

AP9.02 There shall be a written policy and procedure regarding fire prevention regulations to ensure the safety of staff, volunteers, offenders, and visitors. The policy and procedure include:

- Provisions for qualified/certified fire protection service
- A system of fire inspections and testing of equipment and related services
- An annual inspection by a local and/or state fire official
- Availability of fire protection equipment at designated locations

AP9.03 All emergency plans shall be disseminated to all designated staff and are posted in conspicuous places in the residential facility.

AP9.04 All Staff must be initially trained in the implementation of the emergency plans. All training shall be documented.

AP9.05 Emergency evacuation drills and annual training thereafter are conducted at least quarterly during hours when the majority of residents are in the residential facility. All drills are to be documented.

AP9.06 All facility exits must comply with state and/or local fire safety codes.

AP9.07 The Facility shall have an automatic fire alarm and smoke detection systems that are approved by the state fire marshal. All systems shall be tested regularly. The facility shall have documentation on the system testing.

AP9.08 All hazardous substances shall comply with TOSHA standards pertaining to the storage and safety data sheet accessibility (dealing with chemicals).

COMMUNITY CORRECTIONS SUPERVISION PROGRAMS

S1.00 Pre-Sentence Investigative Reports

S1.01 Written policy and procedure govern the conduct of case officer pre-sentence investigations, and preparation of reports in accordance with the Tennessee Department of Correction Pre-Sentence Investigation (PSI) manual.

S1.02 All pre-sentence (investigative) reports and recommendations are reviewed and approved by a program manager or designee prior to submission to the court.

S1.02.1 All pre-sentence investigative reports will include a validated risk and needs assessment.

S1.03 Written policy and procedure protects the confidentiality of pre-sentence reports and case records.

S1.04 All offenders court-ordered to a community correction treatment program are required to have an investigative report entered in the Tennessee Offender Management System (OMS). In the event an offender is admitted into the program and has a Pre-Sentence Report on the current offense in the TDOC OMS, the community correction agency is not required to complete a report. Any offender admitted into a community correction program, who does not have an investigative report on file in the TDOC OMS is required to have a post-sentence report completed and entered in the TDOC OMS within forty-five (45) working days from program admittance.

S1.05 All community correction offenders who are revoked shall have a classification report completed in the TDOC OMS. If an investigative report was already completed by the community correction agency and is in the TDOC OMS, the supervising agency shall be required to update the PSI information as required by the Tennessee Department of Correction, Pre-sentence Investigation Manual. Otherwise, a classification report is required to be completed within ten (10) working days following the date the offender was revoked.

S1.06 Grantee Program Eligibility Requirements

Required Program and Service Offerings from Proposer:

1. Community Correction Proposer must offer one or more of the components listed below, except for supervision. If supervision is a component of the proposal, the Proposer must offer one or more additional components listed below to be considered for funding.
2. Co-Occurring Disorder Treatment Services
3. Day Reporting Centers
4. Intensive Outpatient Treatment
5. Residential Treatment Centers
6. Supervision with one or more of the components listed in 2 through 5
7. If a supervision component is proposed, the supervision shall follow the Standards of Supervision outlined in sections S4.05 and S4.06, unless stated otherwise in the Day Reporting, Residential Treatment, or Intensive Outpatient Section.

S2.00 Records

S2.01 The Grantee has written policy, procedures, and practice governing case record management, including, at a minimum, the following areas: the use and content of offender records; right to privacy; security, placement, and preservation of records; and schedule for retiring or destroying inactive records.

S2.02 Each case record includes, at a minimum, the following information maintained at all Community Correction facilities.

1. Offender Background Information Form
2. Investigation Report on the TDOC OMS (PSI), (PSR)
3. Signed behavioral contract and/or program rules if applicable
4. Buccal Swabbing-DNA Sampling information
5. Medical, Psychological record (if applicable)
6. Individual plan or program (if applicable)
7. Signed release of information forms (when utilized)
8. Evaluation/assessments; RNA, TCUD, O*NET (as identified)
9. Current employment data
10. Judgment document and/or court order to community correction
11. Signed Offender Grievance Form
12. Referrals to other agencies (if applicable)
13. Drug/Alcohol screenings/results
14. Progress reports

15. Chronological entries
16. Violation Report (if applicable)
17. Grievance and disciplinary record (if applicable)
18. Title VI
19. Judicial orders for DNA Sampling (if applicable)
20. Initial Intake Information Form
21. Offender Case Plan
22. Program Rules and Disciplinary Policy

S2.03 Each clinical file case record includes, at a minimum, the following information at all Community Correction facilities.

1. Addiction Severity Index/Assessment
2. Treatment Plan
3. Discharge Summary
4. Therapy Progress Notes
5. Crisis Plan
6. Treatment Team Notes (To include progress through the treatment program)
7. Drug Screening Records
8. Confidentiality Agreement
9. Signed release of information forms (to include 42 CRF Part 2)

S2.04 All significant supervision contacts, as defined by the Community Correction Contact Note Handbook, will be recorded in TDOC OMS.

S2.05 Offender case record audits are conducted by the manager or manager designee in accordance with written policies and procedures. Program Managers will ensure that quarterly audits are conducted for each case officer, and the manager will ensure that all offender case records are reviewed by the manager or manager designee at least once during each 90-day period. Agency managers will ensure that offender case records comply with State and Program standards and that there is clear documentation of the audits within each offender case file. A follow-up review will be conducted within 45 days following the initial case file audit to verify any case record discrepancy findings during the previous audit have been addressed.

S2.06 Written policy and procedure regarding the confidentiality of individual case records will address at a minimum:

1. Offender access
2. Staff access
3. Circumstances when the release of information is permitted; and
4. Restrictions on the type of information that can be released

S2.07 Required release of information forms shall include but are not limited to:

1. Name of person, agency, or organization requesting information
2. Name of person, agency, or organization releasing information
3. The specific information to be disclosed
4. The purpose or need for the information
5. Expiration date
6. Date consent form is signed
7. Signature of the offender; and
8. Signature of individual witnessing offender's signature

A copy of the consent form is maintained in the offender's case record.

S2.08 Written policy and procedure specify 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 audit issues have been resolved; whichever is longer.

S2.09 Written policy and procedure specify that in the event an officer is on leave or whose position is vacant for an extended period, that there exists and is implemented a mechanism to provide continuing supervision services to the vacant officer's caseload.

S2.10 Written policies shall provide that all staff adhere to Tennessee Department of Correction procedures regarding access and use of the TDOC OMS offender management system. Programs shall be aware of and ensure the necessity of system security procedures. All agencies will utilize the TDOC OMS system as mandated by the Tennessee Department of Correction, including required entries in the TDOC OMS.

S2.11 In the event an error occurs when entering a contact note in the 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 signature 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.

S3.00 Intake. Transfer. Discharge and Termination

S3.01 The intake report shall be 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

S3.02 Policy outlines the Validated Risk and Needs Assessment (RNA) process, and all other assessment processes for each offender referred or under supervision. A complete RNA is required for every offender, unless a current RNA, completed within the last 12 months, exists upon arrival. An Offender Case Plan (OCP) is also required for every offender. In compliance with TDOC Policy 110.09 and 703.02, only RNA Certified Users completing the Assessor Development Model (ADM) and RNA Certified Assessors will conduct and record the RNA. Only RNA Certified Users and/or RNA Certified Assessors may develop the OCP. Only manager-approved staff will conduct and record the TCUD results. Assessments and the development of the OCP must be done within 60 days of an offender's arrival. RNA and TCUD assessments must be repeated every calendar year or with any significant life event as defined in TDOC policy, 513.11, and 703.02, for each supervised offender.

S3.03 The assessment should include any report submitted to the court prior to sentencing that identifies an Offender's specific needs, or a similar report prepared after sentencing. At a minimum, this includes information from outside agencies or vendors, or any internally generated diagnostic evaluations.

S3.04 All offenders in community correction shall have a written, signed behavioral contract. At intake, the community correction staff shall discuss and develop with each offender a written behavioral contract based on the assessment of client 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.

S3.05 Policy and procedure ensure that each offender is provided appropriate information to understand his/her conditions of the sentence; receives a written copy and acknowledges receipt and understanding in writing.

S3.06 When specific services ordered by the court are not available, the field staff shall notify the court. Documentation of such notification shall be maintained in the offender's case file.

S3.07 Policy and procedure establish a process for the successful discharge/termination of offenders. At a minimum, each offender file will be reviewed for successful termination after each twelve (12) month period of supervision. The first such review will come at 12 months and thereafter at least annually or sooner or at the

discretion of the Program Manager or designee. The results of the review will be recorded in the case file and the TDOC offender management system.

S3.08 The Grantee shall adhere to the Tennessee Department of Correction written procedures governing 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.

S3.09 The sending agency is required to have all paperwork complete (i.e., the case file set-up, pre- or post-sentence reports), fees, behavioral contract signed and explained to the offender, initial interview and assessments completed, and all entries completed on the TDOC OMS. This is the sending agency's responsibility to have completed on all offenders.

S3.09.1 The sending manager will contact the receiving manager, by email to notify the receiving agency of the request to transfer and to start the transfer investigation.

S3.09.2 The receiving agency has (15) days to assign a transfer investigation to an officer, investigate, and reply to the sending agency's manager.

S3.09.3 The receiving agency manager will contact the sending agency as to the status of the transfer, (accepted or rejected) by email.

S3.09.4 The sending agency will forward the case file. Any file that has incomplete data should be returned to sending agency.

S3.09.5 Receiving agency shall make the TDOC OMS changes, (LIMD, LCD3, LCDF, LCDG) and start supervising the case.

S3.09.6 Sending agency shall complete a QQQQ entry in the TDOC OMS explaining the reason for transfer, any treatment provided or other interactions, and any court-ordered conditions.

S3.10 Written policy and procedure requires that all offenders are informed of the grievance procedure available and discuss the procedure with the offender during the intake process.

S3.11 The Grantee shall develop policy and procedures that specifically outline the frequency and manner in which offender drug testing, criminal records checks, and employment verifications are administered for active cases under supervision. Any such procedure shall be quantifiable.

S3.12 The discharge/termination report shall be 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

S4.00 Offender Contacts and Supervision

S4.01 Written policy prohibits any offender from being in a position of control or authority over another.

S4.02 The Grantee will have a written policy and procedure relative to searches that clearly state the Grantee is precluded from searching an offender, an offender's home, and/or property.

S4.03 The use of personal abuse and corporal punishment is prohibited through written policy and procedure.

S4.04 Policy establishes levels of supervision and regulates movement between supervision levels. The Grantee will utilize supervision strategies and programs that have been scientifically demonstrated to enhance compliance with the court or releasing-authority-ordered conditions and to reduce criminal behavior. Standards for supervision of offenders both during and after completion of treatment components are listed below.

S4.05 Active Supervision Standards

The supervision standards outlined below illustrate risk-based supervision levels that direct the frequency and types of interaction with offenders actively supervised within the community. All offenders shall enter supervision through the Intake supervision level to assess the offender's risk and needs. Upon completion of risk and needs assessments, the offender shall be placed within the corresponding supervision level associated with the assessed risk and needs.

S4.05.1 Intake:

This supervision classification is exclusively reserved for offenders transitioning from the courts to community supervision.

- a. 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 Risk and Need Assessment, the offender shall be placed in the corresponding supervision level based upon their assessed level of risk. Offenders shall not remain in an intake plan of supervision for more than 45 days.
- b. The requirements for this class of supervision are:
 - (1) Face to face field or office contacts/two per month
 - (2) Home visit/one per month
 - (3) Supervision fee verification/one per month
 - (4) Special conditions verification/one per month
 - (5) Arrest check/one per month
 - (6) Employment verification/one per month
 - (7) Drug screen/one per month
 - (8) Risk assessment/one per month
 - (9) Offender case plan/one per month

S4.05.2 Enhanced: This supervision classification includes the following supervision levels:

- a. Enhanced: This supervision level includes offenders ordered by the court to be placed under enhanced or intensive supervision and offenders assessed as "criminally diverse" or "high violent" by the risk and needs Assessment as approved by TDOC.
- b. The requirements for this class of supervision are:
 - (1) Face to face field or office contacts/three per month
 - (2) Home visit/one per month
 - (3) Supervision fee verification/one per month
 - (4) Special conditions verification/one per month
 - (5) Arrest check/one per month
 - (6) Employment verification/one per month
 - (7) Drug screen/one every six months

- (8) Risk reassessment/one per year
- (9) Progress report (ICOTS)/one per year, if applicable
- (10) Offender case plan/one every three months

S4.05.3 Maximum: This supervision classification includes the following supervision levels:

- a. Maximum: This supervision level includes offenders assessed as “high property” or “high drug” by the risk and needs Assessment as approved by TDOC.
- b. The requirements for this class of supervision are:
 - (1) Face to face field or office contacts/two per month
 - (2) Home visit/one per month
 - (3) Supervision fee verification/one per month
 - (4) Special conditions verification/one per month
 - (5) Arrest check/one per month
 - (6) Employment verification/one per month
 - (7) Drug screen/one every six months
 - (8) Risk reassessment/one per year
 - (9) Offender case plan/one every three months
 - (10) Progress report (ICOTS)/one per year, if applicable

S4.05.4 Medium: This classification includes the following supervision levels:

- a. Medium: This supervision level includes offenders assessed as “moderate” by the risk and needs Assessment approved by TDOC.
- b. The requirements for this class of supervision are:
 - (1) Face to face field or office contacts/one every three months
 - (2) Home visit/one every six months
 - (3) Supervision fee verification/one every three months
 - (4) Special conditions verification/one every three months
 - (5) Arrest check/once every three months
 - (6) Employment verification/one every three months
 - (7) Drug screen/one a year
 - (8) Risk reassessment/one per year
 - (9) Offender case plan/one every six months
 - (10) Progress Report (ICOTS)/one per year, if applicable

S4.05.5. Minimum: This classification includes the following supervision levels:

- a. Minimum: This supervision level includes offenders assessed as “low” by the risk and needs Assessment approved by TDOC.
- b. The requirements for this class of supervision are:
 - (1) Face to face field or office contacts/one every six months
 - (2) Home visit/one per year
 - (3) Supervision fee verification/one every six months
 - (4) Special conditions verification/one every six months
 - (5) Arrest check/one every six months
 - (6) Employment verification/one every six months
 - (7) Drug screen/one per year
 - (8) Risk reassessment/one per year
 - (9) Offender case plan/one every year
 - (10) Progress report (ICOTS)/one per year, if applicable

S4.05.6 Warrant on Bond:

Offenders released on bond, pending a revocation hearing, shall be moved to the next highest supervision level in TOMIS until disposition of revocation. If the offender is returned to supervision after disposition of a revocation, the officer shall complete a risk reassessment pursuant to Policy #703.02 to determine the appropriate levels of supervision.

S4.06 Inactive Offender Supervision Standards

The supervision standards outlined below illustrate risk-based supervision levels that direct the frequency and types of interaction with offenders **not** actively supervised within the community.

1. Deported: Offenders identified as having been deported before expiring their suspended sentence. This supervision level requires one national arrest check through NCIC per year.
2. Detainer: Offenders identified as being detained for pending charges. This supervision level requires one verification of incarceration per month.
3. In Custody: Offenders identified as being incarcerated. This supervision level requires one verification of incarceration per month.
4. ICOTS Out: Offenders identified as having their Tennessee supervision transferred to another state. This supervision level requires one arrest check and one progress report per year.
5. Judicial Suspended Sentence: Offenders identified as having the sentencing court order that they no longer have to report to community corrections as a condition of their probation. This supervision level requires one arrest check per year.
6. Warrant: Offenders identified as having an active warrant for their arrest. This supervision level requires one arrest check per month.
7. Residential Treatment: Offenders 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 custody per month, and one progress report per year if the offender's supervision was transferred to Tennessee from another state.

S4.07 Policy requires that the case officer or other duly authorized persons maintain personal contact with the offender according to the supervision level set by minimum state standards and program guidelines. Supervision of the offender should include at a minimum the monitoring of an offender's special conditions and employment status. A duly authorized person is any Agent or qualified person who offers the necessary services on an accepted contractual basis. All offender contacts shall be documented in the TDOC OMS according to the Community Correction Contact Note Handbook.

S4.08 Written policy and procedure provide that case supervision program staff may request the court to add, remove, or modify any or all the special conditions of supervision.

S4.09 Written policy specifies the type of actions required to locate and recover absconders prior to the issuance of a violation warrant. An absconder is defined as an offender who conceals his/her whereabouts and/or avoids or flees from supervision. Grantee policy will specifically identify the minimum time in which a violation warrant is filed with the sentencing court. The absconder may then be entered on NCIC.

S4.10 Written policy states that community correction offenders may not cross the Tennessee state line into another state except with the written approval of the sentencing court.

S4.11 Upon successful completion of the treatment component, any offender court-ordered to be supervised by the Grantee, shall be supervised in accordance with the supervision standards outlined in sections S4.05 and S4.06.

S5.00 Sanctions and Violations

S5.01 Written policy shall 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.

S5.02 When violations occur, alternatives to revocation and incarceration are assessed, including sanctions, and a determination regarding the need for a formal violation will be made based on policy and guidelines. The Grantee will follow an evidence-based sanctioning process that will be approved by TDOC.

S5.03 Sanction data will be collected and reported monthly in a report format provided by TDOC.

S5.04 Any violation with a request for a warrant must be approved in writing by a manager or designee.

S5.05 Policy prohibits the use of offenders as police informants and specifies criteria for exceptions. If an offender is used as an informant this will be noted in the chronological entries in the case record. Procedures will include securing the approval of the program manager and the court.

S5.06 Violation data will be collected and reported monthly in a report format provided by TDOC.

S6.00 Community Service, Restitution and Fees

S6.01 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, at a minimum, the following elements.

- A. Name of offender and victim
- B. Total amount of restitution
- C. The amount of payment
- D. The method of payment
- E. The payment schedules

S6.02 When possible, the victim will be consulted by the district attorney's office or the program staff in the development of the restitution plan. The Grantee is encouraged to develop restitution plans for the offender's consideration. The following factors about the victim and the offender should be considered.

1. Present income/employment

2. Physical and mental condition of the offender
3. Education
4. Family circumstances
5. Victim impact and loss

S6.03 Community Service placement should, wherever possible, fit the needs and skills of the offender and provide meaningful work to the community. Community service hours will be reasonable and will not interfere with the offender's regular paid employment. Offenders will be supervised at all times while performing community service work.

S6.04 Policy will require that there is a written agreement between the offender, the Community Correction Program, and the agency receiving services. The agreement will contain the following information.

1. Name, address, and phone number of the agency
2. Job duties
3. Service hours and days
4. Site supervisor's name and responsibilities
5. Time frame for completion
6. Signatures of the offender, program manager or designee, and an agency representative

S6.05 Where program staff directly supervises offenders performing community service work, the written agreement will contain the following information.

1. Job duties
2. Service hours and days
3. Time frame for completion
4. Signatures of the offender, program manager, or designee

S6.06 Written policy and procedure specify that all offender payments (fees, fines, restitution) collected by the agency shall have a pre-numbered receipt prepared and placed in the offender case file. One copy shall be given to the offender at the time of collection. The only accepted forms of payment from offenders are money orders and cashiers' checks. In no circumstance shall cash payment be accepted from offenders. Offender supervision fees are current if the fee balance owed is not delinquent by more than ninety (90) calendar days. The agency must follow the collection procedures as described in the Fee Manual when collecting the Community Correction Fees (CCF), except for references to the TDOC OMS fee system.

S6.07 All supervision fees collected must be deposited into a bank account within (72) hours after collection are accounted for and reported within the month received.

S6.08 Supervision Fees are to be collected by the Grantee to offset their grant budget. Grantees should strive to collect a minimum of 75% of the supervision fees owed by offenders. The grantee will use the following formula to calculate Supervision Fee obligation/projection:

Number of Case Officer X Contract listed number of Active Cases X \$15.00 X 12 Months X75% = Supervision Fee obligation

The Supervision Fee obligation will be shown, with the calculations written in the narrative part, on line 24 of the Budget Detail Sheet that is attached to each contract and any subsequent amendments.

S6.09 With approval from the State, any Supervision Fees collected over the Obligation amount as detailed in the Grantee's Contract, (see 11.08), may be expended by the collecting Grantee during the fiscal year collected for one-time expenditures only unless otherwise directed by the State. Over-collections approved to be used will not decrease the level of State funding except in the last month of a fiscal year. Any unused portion of the over-collection will be used at the end of a fiscal year to decrease the number of State funds needed to pay the final expense claim.

COMMUNITY CORRECTION DAY REPORTING CENTER

DR1.00 Community Correction Day Reporting Center Standards

DR1.01 The grantee shall adhere to the following Day Reporting Center Standards

1. Clinical/Programming
 - a. Addiction Severity Index (ASI) completed determining eligibility
 - b. Phases last approximately 3-4 months depending on participation/behavior
2. Aftercare is at least 6 months depending on participation/behavior
3. Phase 1 program attendance 4 days/16 hours per week
4. Phase 2 program attendance 3 days per/12 hours per week
5. Phase 3 program attendance 2 days per/8 hours per week
6. Aftercare programming 1 hour per week
7. One on one therapy at least one time per month
8. Treatment plan established within first 7 days and updated every three months thereafter
9. Evidence-based curriculum required
10. Treatment team meetings, at a minimum of bi-weekly
11. Discharge summary completed within 7 days of discharge
12. Programming shall include but is not limited to:
 - a. Cognitive-behavioral interventions
 - b. Job readiness
 - c. Decision-making skills
 - d. Health and wellness
 - e. Support system development
 - f. Digital literacy
 - g. Recovery-oriented life skills
 - h. Reentry planning
 - i. Victim impact awareness
 - j. Anger management

DR1.02 - The grantee shall adhere to the following Community Correction Officer Supervision Standards. (Cannot be Clinical Personnel)

- a. Phase 1
 - i. Face to face contact - 2x monthly
 - ii. Home check – 1x monthly
 - iii. Special conditions verification – 1x monthly
 - iv. Arrest check – 1x monthly
 - v. Employment verification – 1x monthly
 - vi. Drug screen – 4x monthly
 - vii. Risk reassessment annually
 - viii. Offender case plan – every three months
- b. Phase 2
 - i. Face to face contact – 2x monthly
 - ii. Home check – 1x monthly
 - iii. Special conditions verification – 1x monthly
 - iv. Arrest check – 1x monthly
 - v. Employment verification – 1x monthly
 - vi. Drug screen – 2x monthly
 - vii. Risk reassessment annually
 - viii. Offender case plan – every three months
- c. Phase 3
 - i. Face to face contact – 1x monthly
 - ii. Home check – 1x every six months
 - iii. Special conditions verification – 1x every three months
 - iv. Arrest check – 1x every three months
 - v. Employment verification – 1x every three month
 - vi. Drug screen – 1x monthly
 - vii. Risk reassessment annually
 - viii. Offender case plan – every three months
- d. Aftercare
 - i. Supervised per RNA level
 - ii. Drug screen 1x monthly

DR2.00 Day Reporting Administration and Management

DR2.01 The Grantee has written policies and procedures for the day reporting center's program and these are specified in the policy and procedure manual that is accessible to all employees. The manual is reviewed at least annually and updated as needed. The policy and procedure manual may be separate or included in the community corrections policy and procedure manual.

DR2.02 The Grantee shall have written policy and procedure to ensure compliance with PREA "Zero Tolerance" policy and display signage and publications in plain view at all agency locations, at all times.

DR3.00 Day Reporting Records

DR3.01 The Grantee has written policy, procedures, governing case record management, including, at a minimum, the following areas: the use and content of offender records; right to privacy; security, placement, and preservation of records; and schedule for retiring or destroying inactive records.

DR3.02 An Intake and Termination report is to be recorded in the TDOC OMS by the Grantee on every offender both at intake and termination, *including transfers between Community Correction programs and suspension of direct supervision*, specifically recording information that provides detail about offender's arrival and departure to the program. Intake and Termination reports are to be recorded in the (LCDG) TDOC OMS. Intake of DRC participants is completed within 7 calendar days. The intake consists of but is not limited to the completion of intake forms, orientation to the DRC program, participant guidelines and rules, crisis plan, treatment plan, schedule review, and any assessments.

DR4.00 Supervision and Case Management (Community Correction DRC Offenders)

DR4.01 Written policy prohibits any client from being in a position of control or authority over other offenders.

DR4.02 The Agency will have a written policy and procedure for conducting searches of offenders.

COMMUNITY CORRECTION RESIDENTIAL TREATMENT PROGRAM

RP1.00 Residential Treatment Program Requirements:

1. Clinical-
 - a. Minimum of 28 days in a high-intensity residential treatment program designed to address moderate to severe substance use disorders
 - b. Addiction Severity Index (ASI) completed determining eligibility
 - c. Evidence-based curriculum approved by TDOC.
 - d. Drug screens completed no less than bi-weekly and as clinically indicated
 - e. Treatment team meetings, at a minimum of, bi-weekly
 - f. Clinical files must be maintained
 - g. Treatment plan established within first 7 days
 - h. Discharge summary completed within 7 days of discharge
 - i. If supervised by TDOC Community Supervision weekly updates will be provided while in active treatment. The weekly update progress report process will be determined by TDOC.
 - j. Program components shall include but are not limited to:
 - i. Substance use and recovery education
 - ii. Relapse prevention skill-building
 - iii. Decision-making skills
 - iv. Dangers of high-risk behavior
 - v. Support system development
 - vi. Goal setting
2. Supervision
 - a. Verification monthly of placement in a residential treatment facility

RP2.00 Administration, Organization, and Management

RP2.01 The Residential Facility hereafter referred to as the Facility shall be headed by a single administrative officer appointed and responsible to the governing authority known as the Grantee. An organizational chart is developed and reviewed annually (in writing) which accurately reflects the structure of authority, responsibility, and accountability within the agency.

RP2.02 Facility policy and procedure shall require that the facility administrator and supervisors shall meet at least monthly with staff members who are directly under their supervision. Meeting minutes will be kept.

RP2.03 The Facility shall have a policy manual that is reviewed, updated, and approved at least annually by The Advisory Board and/or agency administrator, and made available to all staff members and volunteers; and upon request, to others.

RP2.04 All changes to Grantee policy, procedure/operations manual, and performance standards shall be submitted to the Community Correction Administrator for written approval prior to implementation.

RP2.05 The Facility will have a written policy to guard against conflict of interest.

RP2.06 Facility staff monitors the movement of residents into and out of the facility in accordance with written policy and procedure.

RP2.07 The Facility shall have a written policy and procedure to ensure full compliance with PREA requirements for residential facilities and shall adhere to the "Zero Tolerance" policy of PREA. Agency will display PREA signage and publications in plain view, at all times.

RP3.00 Residential Treatment Program Records

RP3.01 An Intake and discharge/termination account are to be recorded by the facility on every client, beginning at intake through discharge/termination. Casefile records should provide specific details about each client's arrival to and departure from the residential facility, including specifics of any evidence-based treatments provided.

RP3.02 Facility policies shall provide that all staff adhere to Tennessee Department of Correction procedures regarding the access or use of the TDOC OMS system. Agencies shall be aware of and ensure the necessity of system security procedures. When accessed all residential facilities will utilize the TDOC OMS system as mandated by the Tennessee Department of Correction.

RP3.03 All entries into the case file are dated and clearly identify the staff member making the entries into TDOC OMS.

RP3.04 At the termination of the client's program participation, a termination report which reviews the client's performance and departure information is recorded and maintained in the TDOC OMS.

RP3.05 At a minimum, a manager review on all residential facility offender case files will be conducted quarterly and according to policy and procedure and documented in the TDOC OMS.

RP3.06 The Facility will have written policy and procedure regarding the confidentiality of individual case records (i.e., addresses, client access, staff access, and release of information). In compliance with written policy and procedure, all case records are marked "confidential" and kept in a secure location, at all times.

RP4.00 Residential Treatment Program Facility

RP4.01 The Facility shall not enter into any agreement that purports to create an interest in real property (e.g., rental agreement) until said rental agreement is approved, in writing, by the Commissioner of Tennessee Department of Correction or his/her designee.

RP4.02 The Facility shall comply with all applicable zoning ordinances or is attempting to comply with or change such laws, codes, or zoning ordinances through legal means and shall conform with applicable building codes.

RP4.03 The facility will be located within one mile of public transportation, or other means of transportation is available.

RP4.04 The Facility will have documentation stating that all sleeping quarters have ventilation of at least 10 cubic feet of outside or re-circulated filtered air per minute per human occupant.

RP4.05 The Facility will have documentation stating that all sleeping quarters have lighting of at least 20 foot-readability in reading and grooming areas.

RP4.06 To the extent possible, all sleeping areas of the residential facility provide some degree of privacy.

RP4.07 Each client has been provided in their sleeping quarters a bed, mattress and pillow, bed linen, chair, and closet/locker space for the storage of personal items.

RP4.08 The Facility will have a written policy and procedure regarding the issuance of clean, usable bedding, linen, and towels to new residents, with the provision for laundering every week.

RP4.09 The Facility will provide personal hygiene articles on an emergency basis.

RP4.10 The Facility will have a written policy that outlines the rules that permit offenders to decorate their sleeping quarters and/or common use areas.

RP4.11 The Facility will provide private counseling space with adequate furniture.

RP4.12 The Facility, at a minimum, has one operable toilet for every ten residents.

RP4.13 The Facility, at a minimum, has one operable washbasin with hot and cold running water for every ten residents.

RP4.14 The Facility, at a minimum, has one operable shower or bathing facility with hot and cold running water for every ten residents. The hot water does not exceed 110 degrees F (43 degrees C).

RP4.15 The Facility has one operable washer and one operable dryer for every 10 residents.

RP4.16 The Facility complies with the sanitation and health codes of the applicable government's jurisdiction.

RP4.17 The Facility will have a written policy and procedure regarding vermin or pest control and for trash and garbage removal.

RP4.18 The Facility has written documentation that weekly sanitation and safety inspections of all internal and external areas and equipment are conducted in accordance with written policy and procedure.

RP4.19 The Facility will ensure that the facility is in good repair with a housekeeping and maintenance plan.

RP4.20 The Facility will have a written policy and procedure regarding maintenance and use of facility vehicles when in use.

RP4.21 The Facility will have at least one telephone available and accessible to all clients.

RP5.00 Residential Treatment Program Food Service

RP5.01 When the facility contracts for food service, the Contractor shall comply with all sanitation and health codes enacted by the state and/or local authorities.

RP5.02 All food services provided require that all menus are reviewed and approved by a registered dietitian or physician. The Tennessee Department of Correction master menu may be utilized as an approved dietary plan.

RP5.03 The Facility will have a single menu for staff and clients.

RP5.04 Special diets are prepared to meet the medical needs of residents and provisions are made to meet the dietary needs of the residents.

RP5.05 All in-house food services shall comply with all sanitation and health codes enacted by state and/or local authorities.

RP5.06 All foods are properly stored at the end of each meal.

RP5.07 Kitchen and dining areas are properly ventilated, furnished, cleaned, and meet all relative OSHA and public health ordinances.

RP6.00 Residential Treatment Program Medical Care and Health Services

RP6.01 The Facility will have a written agreement with a licensed hospital, clinic, or physician to provide emergency services on a 24-hour basis.

RP6.02 There is one staff member present on each shift trained in emergency First-aid procedures including cardiopulmonary resuscitation (CPR), 911 emergency contact capability, and take-action authority. In addition, each residential facility will display an automated external defibrillator (AED) for emergency use only.

RP6.03 There are written emergency medical backup plans which are communicated to all employees and residents.

RP6.04 First-aid equipment is available at all times. Said equipment shall be approved by a recognized health authority. A monthly inspection of first aid equipment shall be made by the program manager or designee to ensure equipment meets the minimum stocked standards of the health authority.

RP6.05 At the time of admission, facility staff will inquire about any physical problems that might require medical attention and document the disclosed medical history in the offender's case file.

RP6.06 The Facility will have a written policy and procedure to provide a medical examination for any employee or resident suspected of having a communicable disease or debilitating condition (e.g., diabetes, heart disease, or epilepsy).

RP6.07 The Facility will have a written policy and procedure regarding urine collection for testing purposes and interpretation of results.

RP6.08 The Facility will have a written policy and procedure regarding the possession, control, and use of controlled substances: prescribed medications, and over-the-counter drugs. These policies and procedures also stipulate that prescribed medications are administered to the resident according to the specific directions of their prescribing physician.

RP6.09 The Facility will have a written policy and procedure stating that records of all medications that are distributed by staff are maintained and audited daily. Also, the records will include the date, time, and name of the resident receiving medication, and the name of staff distributing medication.

RP6.10 The Facility will have a written policy and procedure providing the prompt notification of the client's next of kin in case of serious illness, surgery, death, or injury. Any agency death shall be reported immediately to first the proper authorities and to the TDOC Central Communications Center as well as to the State Director of Community Corrections within 30-minutes of an agency's knowledge of the event occurring.

RP7.00 RTP Intake and Termination

RP7.01 Discrimination on the basis of race, creed, or national origin is prohibited and is clearly stated in agency policy and made available to the offender.

RP7.02 A copy of admission criteria and pre-intake procedures are distributed to all referring agencies.

RP7.03 When a referral is not accepted into the program the referring agency and/or court is notified and the specific reason for denial is stated.

RP7.04 At the time of intake, the staff discusses with the client the following information.

- a. Program goals
- b. Rules governing conduct
- c. Program rules and regulations
- d. Possible disciplinary actions and procedures available to staff
- e. Available services
- f. Informed Consent
- g. Authorization and Release of information
- h. Emergency contacts determined
- i. Clinical Intake (to include medical and mental health)

j. Confidentiality Policy

RP7.05 The above is documented by both the client and staff's signature and the client is specifically given a signed copy of the rules and regulations.

RP7.06 Staff designs a written treatment plan for each resident. The plan is signed and dated by staff and the client. The plan includes criteria of expected behavior and accomplishments and a time schedule for achieving specified goals. Within the first two weeks of a resident's admission, a treatment plan will be completed.

RP7.07 Every month the resident's progress will be reviewed either through a staff meeting or by Individual staff and the results will be documented.

RP7.08 Any changes in the behavioral plan will be discussed with that resident. This will be dated and documented by the staff and resident's signature.

RP7.09 There is at least one staff person on the premises who is awake, available, and responsive to the residents' needs 24-hours a day.

RP7.10 All Program rules and regulations pertaining to residents are posted in a conspicuous place.

RP7.11 The Facility will have a written policy and procedure regarding the grievance and appeal process. This policy states the grievance is transmitted without alteration, interference, or delay to the party responsible for receiving and investigation.

RP7.12 There is a written policy and procedure regarding the removal of any client from the program.

RP7.13 Policy and procedure are written regarding the house's reimbursement by residents.

RP7.14 The Facility resources will be used to assist residents in locating suitable housing upon termination from the program.

RP7.15 The opportunity for recreational and leisure time activities is provided to all residents.

RP7.16 The Facility will have a written policy and procedure regarding the enrollment of residents in educational and vocational training programs.

RP7.17 The facility has a written policy and procedure allowing residents to attend religious services voluntarily.

COMMUNITY CORRECTION INTENSIVE OUTPATIENT TREATMENT

IO1.00 Intensive Outpatient Treatment Requirements

- Clinical/Programming
- Addiction Severity Index (ASI) completed determining eligibility
- A minimum of 9 hours per week alcohol and drug evidence-based treatment services
- The program will consist of, at a minimum, 150 hours of structured evidence-based treatment services
- An evidence-based curriculum that has been reviewed and approved by TDOC
- Drug screens completed no less than bi-weekly and as clinically indicated
- Treatment team meetings, at a minimum of bi-weekly
- Clinical files must be maintained
- Treatment plan established within first 7 days and updated every three months after
- Discharge summary completed within 7 days of discharge
- If supervised by TDOC Community Supervision, weekly updates will be provided while in active treatment

IO1.01 Supervision

- The Grantee will utilize supervision strategies and programs that have been scientifically demonstrated to enhance compliance with the court or releasing-authority-ordered conditions and to reduce criminal behavior.
- The grantee will follow the standards of supervision as outlined in sections S4.05 and S4.06.

IO1.02 Treatment

- Group: Ratio shall consist of a minimum of three patients and a maximum of 15 patients per group for one provider.
- Counseling: All programs will maintain a minimum of 1:8 counselor-to-patient ratio seven days per week for one daytime shift. Such counseling staff shall possess appropriate qualifications.
- A counselor/clinician/recovery staff shall meet with the patient daily for the purposes of assessment, counseling, treatment, case management, and discharge planning. All activity is documented in the patient's health record.
- Each patient/participant shall have a treatment plan
 - Shall be developed in collaboration with the client, with careful attention to individual needs.
 - An initial plan shall be developed within 14 days of the client's first service, using assessment
 - The treatment plan shall include:
 1. The client's most important goal(s).
 2. Measurable, time-sensitive steps that the patient will make toward achieving his/her goal(s); and
 3. Measurable, time-sensitive steps that the program will take to support the patient in achieving his/her goal(s).
- Maintain documentation of patient/participant's progress in treatment and place in patient chart/file.
- Therapeutic programming is provided seven days per week, including weekends and holidays, with sufficient professional staff to maintain an appropriate milieu and conduct the services below based on individualized patient needs.
- The treatment/recovery and discharge plans are reviewed by the treatment team with each patient at least every 48 hours (a maximum of 72 hours between reviews on weekends) and are updated accordingly, based on progress. All assessments, treatment and discharge plans, reviews, and updates are documented in the Patient's health record.
- The provider shall provide a comprehensive, formal, structured treatment program that incorporates the effects of substance use disorders, recovery education, mental health disorders, associated health issues, and provides a minimum of four hours of service programming per day.
- The provider is responsible for ensuring that each patient has access to medications prescribed for physical and behavioral health conditions, and documents so in the health record.
- Physician Coverage: A medical provider is on call and is available for medical consultation for medical situations via telephone within 60 minutes of request.
- The provider ensures that patients have access to supportive staff 24 hours per day.
- The provider makes arrangements to obtain appropriate drug screens/tests, urine analysis, and laboratory work as clinically indicated, and documents these activities in the patients' health record.
- The provider ensures the continuous assessment of the patient's mental status throughout the patients' s treatment episode and documents such in the patient's health record.
- The provider engages the patient in developing and implementing an aftercare plan when the patient meets the discharge criteria established in his/her treatment/recovery plan. The provider provides the patient with a copy of the plan upon his/her discharge and documents these activities and the plan in the patient's health record.

Community Correction Program**GLOSSARY OF TERMS**

1. **Absconder** An offender who conceals his/her whereabouts and/or avoids or flees from supervision.
2. **Aftercare** The phase of treatment that begins when a participant has achieved substance abuse treatment goals and has successfully completed a substance abuse treatment program.
3. **Alcohol and Drug Treatment** Evidence-based treatment services which are provided by a certified Substance Abuse Counselor, in either an outpatient or inpatient setting to eliminate substance abuse dependency.
4. **Arrest Records Check** A verification check by the supervising officer of an offender's recent arrest/conviction history as completed through either the local or state law enforcement agencies. Documentation of the arrest records check is required.
5. **Assessment** Any administered instrument that is utilized to evaluate an offender's needs/behaviors in relation to provided supervision services. The assessment instrument is different than an investigative report. The assessment may be utilized to determine program eligibility, screening, and specific services placements for offenders. The grantee will utilize the Strong-R assessment for risk and needs.

6. **Behavioral Contract** A document developed for the offender that is an agreement between the agency and the offender that outlines the plan that he/she will adhere to during the supervision period. The plan should incorporate special conditions, treatment services, educational/vocational counseling schedule, supervision contacts, restitution, and community work service. The specific objectives to be achieved by the offender should have identified expected completion time frames.
7. **Buccal Swabbing-DNA sampling** Offender's DNA collection made through the use of a TBI swabbing kit. A copy of the sampling form is placed in the offender's file to document the sampling, also a confirmation will be recorded in the TDOC OMS under LCLA.
8. **Classification Report** A report documenting facts of an offense and the background investigation of an offender.
9. **Community Service Work** Unpaid, uncompensated positions with non-profit or tax-supported agencies, to perform a specific number of hours or services within a specified time frame.
10. **Co-occurring disorder** The presence of a mental health disorder and a drug or substance use disorder at the same time. This includes both a wide variety of substance use and mental health disorders, as defined by the DSM-5
11. **Criminogenic Needs**- internal and external attributes of offenders that are directly linked to criminal behavior and subsequent recidivism.
12. **Day Reporting Center** A highly structured, non-residential substance use treatment program that combines rehabilitation, supervision, treatment, education, programming, and re-entry services
Diagnostic Evaluation A clinical evaluation of an offender's psychosocial functioning; conducted by a certified professional through a contract with a community corrections agency.
13. **Discharge** The process by which an offender has successfully completed their time in a community corrections program and is ready for release. Discharge includes cases that have been permanently transferred over to another community correction program if the offender complied when transferred and offenders whose cases have been transferred to State Probation. All offenders are required to have sentencing courts permission prior to transfer. A TEPE must be completed in TDOC OMS on all discharges to summarize an offender's performance while on community supervision.
14. **Discharge Summary** The recording of the discharge of an offender from a community correction program. A court order is required to discharge an offender prior to sentence completion or successful transfer to probation. Discharge details shall be entered as a TEPE in the TDOC OMS. Offenders must receive sentencing courts permission prior to transfer.
15. **Documentation** Written detail summarizing the event of an offender-related contact by a community correction officer.
16. **Evidence-Based Programs** – Services for which systematic empirical research has provided evidence of statistically significant effects of treatments for specific problems that will lead to a lower rate of return to incarceration.
17. **Face to Face Contact** A personal contact made between an offender and the case officer, which may take place in the supervising office, place of offender's employment, the courthouse, etc. A home visit shall not be counted as face-to-face contact.
18. **Home Visit** Personal contact made between an offender and the officer at the offender's residence. A successful Home visit contact can only be counted as a home visit i.e., confirmation of offender's place of residence, or to conduct curfew check. All home visits and outcomes will be recorded in the offender's case file.
19. **Intake** The initial contact with the offender which includes orientation to programs and services offender by the Grantee.
20. **Intensive Outpatient** Non-residential substance use treatment in which an individual receives at least three clinical hours of group therapy per day (24-hour period) for at least three days a week, with a minimum of nine hours per week, and returns home or is not treated as an inpatient during the remainder of those 24 hours. (Approximate level of care 2.1 as noted by ASAM)
21. **Inventory Control System (ICS)** TDOC's automated inventory control system is utilized to manage, and control items purchased with grant funds. The system allows for tracking of items' location, disposition, value, and assignment. **Inventory Control System (ICS):** An inventory software program used by TDOC employees to manage non-capital assets.
22. **Investigative Report** An investigative report is required for all Tennessee felons and diversions. The Community Correction Officer is responsible for searching out all pertinent facts about the offender, verifying information gathered, interpreting, and evaluating data, and presenting it in an organized and objective report through the entry of data into the TDOC conversations. The officer is responsible for investigating each offender without preconception or pre-judgment. Since there may be a disclosure of sources of information, individuals must be informed that the information they furnish will be revealed to the defendant.

23. **Judgment Order (Community Correction Order)** An official document signed by the Judge placing the offender in a community correction program.
24. **Offender Case Plan (OCP)** 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.
25. **Parole** is a conditional release of an inmate serving an indeterminate or unexpired sentence under the supervision of a parole officer. Parole is granted by the Board of Parole. The release of a prisoner to the community by the Board of Parole (BOP) prior to the expiration of the offender's sentence.
26. **Probation** The release by the courts of a person found guilty of a crime, upon verdict or plea, without imprisonment subject to conditions imposed by the court. Refers to the following suspended sentences: regular probation, pre-trial diversion, probation technical violation, determinate release, and memorandum of understanding.
27. **Probation Order** A court order that places the offender directly on to regular probation, community-based supervision.
28. **Recidivism** refers to criminal acts that result in re-arrest, re-conviction, or a return to prison of an individual within three years of their release from incarceration.
29. **Residential Treatment Program Facility** A community correction facility that, is specifically designed to house offenders in a residential setting is specifically designed to provide evidence-based treatment and rehabilitation services.
30. **Restitution** An agreed-upon amount of compensation payable, by the offender, to the crime victim, as court-ordered.
31. **Revocation Order** An order signed by the Judge that revokes/terminates the offender from the community correction program and returns them to incarceration or another diversionary program. A sentencing court ruling that terminates an offender's suspended sentence.
32. **RNA Certified Assessor** An employee who has successfully completed the approved RNA user training and subsequent Assessor Development Model and who maintains passing scores on QA reviews in compliance with Policy #513.10.
33. **RNA Certified User** An individual who has successfully completed the user certification course facilitated by a trainer who has been certified by the risk needs assessment (RNA) vendor, in the use of the RNA tool
34. **Sanctions** A swift, certain, and proportionate response by the PPO to return the offender to compliance by use of non-prison accountability measures and programs.
35. **Standards of Community Corrections** Guidelines that are developed in conjunction with the Rules of Community Correction that establish minimum requirements for administrative, fiscal, supervision, and records maintenance functions of all community corrections agencies.
36. **Successful Discharge** – Completed required sentence time on Community Corrections and transitioned to state probation, complete entire sentence while on community correction, or the offender successfully completed treatment program while in a Community Correction Facility.
37. **Supervision Level** The identified level of supervision that an offender is required to be supervised at by the community correction officer. All supervision levels shall have minimum recommended time frames for the total length of supervision. All changes to an offender's supervision level require prior management approval.
38. **TDOC OMS (acronym)** Tennessee Offender Management Information System/ other TDOC Correctional Offender Management System electronic tracking mainframe used by the Tennessee Department of Correction to maintain information on all Community Correction sentenced offenders.
39. **TEPE (acronym)** The closeout code to be used to load the TDOC OMS with discharge/termination result details of an Offender's assignment to a Community Correction facility. TEPE means: Termination Progress Evaluation. Such an entry to the TDOC OMS should contain all specific details of the offender's stay, as well as end results, treatment outcomes; details revolve around offender discharge (successful) or termination (unsuccessful) and should include case officer comments or notes. Residential Facilities complete a case file closeout. |]
40. **Termination** The unsuccessful completion of an offender's time under community correction program supervision. A non-completion either by abscond, revocation, violation, new arrest, or for purposes OTHER than completing successfully. A termination TEPE must be placed in the TDOC OMS to close out the case. The TEPE should summarize the offender's performance while under community correction supervision.
41. **Treatment Staff** A multidisciplinary team of professionals which may include, but is not limited to, medical specialists, nurses, pharmacists, nutritionists, dieticians, social workers, behavioral and mental health providers including substance use disorder prevention and treatment providers, recovery specialists, drug and alcohol counselors, and case managers. Team Members Have Specific Roles and Responsibilities

in Delivering Major Components of the Program Including Screening, Assessment, Treatment, and Transitional Services.

42. **Treatment Team** – Includes licensed clinical staff, community correctional officers, social workers, program managers, and counselors.
43. **Validated Risk and Needs Assessment (RNA)** A validated risk/needs assessment instrument that utilizes motivational interaction and interview techniques to collect offender-specific information to more accurately identify crime-producing attributes of each offender/resident and to make more appropriate and productive recommendations for the offender's/resident's level of programming.
44. **Victim Restitution** Compensation is made to a victim and/or community in the form of monetary payment or community service work by the offender.
45. **Violation Report** A report filed in the sentencing court by the supervising agency that notifies that the offender is in noncompliance with the rules or special conditions as defined in the Community Correction Court Order.

The Community Correction Standards have been reviewed; and TDOC approved on _____ and are effective July 1, 2021.

TDOC Assistant Commissioner of Community Supervision
Approved Date: _____, 2021

<h2 style="margin: 0;">TDOC COMMUNITY CORRECTIONS PROGRAMS</h2> <p style="margin: 0;">Intensive Outpatient Treatment</p>
--

FACILITY _____

AUDIT PERIOD _____
 INSPECTION _____
 DATE _____

NO.	ITEM	MANDATE	COMP	NON COMP	NOT EVAL	DID NOT OCCUR	N/A	COMMENTS
1.	<p><u>Program Requirements</u> Evidence based curriculum utilized</p> <p>Program will consist of, at a minimum, 150 hours of structured evidence-based treatment services</p> <p>The program will maintain appropriate treatment ratios as determined by the TDOC Director of Behavioral Health</p>	<p>IO 1.01</p> <p>IO 1.03</p>						
2.	Program will consist of, at a minimum, 150 hours of structured evidence-based treatment services	IO 1.01						
3.	<p><u>Participant Documentation</u> Addiction Severity Index (ASI) completed to determine eligibility</p>	IO 1.01						
4.	Clinical file must be maintained	IO 1.01						
5.	Treatment plan established within first 7 days and updated every three months after	IO 1.01						
6.	A minimum of 9 hours per week alcohol and drug evidence-based treatment services	IO 1.01						
7.	Drug screens completed no less than bi-weekly and as clinically indicated	IO 1.01						

<h2 style="margin: 0;">TDOC COMMUNITY CORRECTIONS PROGRAMS</h2> <p style="margin: 0;">Intensive Outpatient Treatment</p>
--

FACILITY _____

AUDIT PERIOD _____
 INSPECTION DATE _____

NO.	ITEM	MANDATE	COMP	NON COMP	NOT EVAL	DID NOT OCCUR	N/A	COMMENTS
8.	Treatment team meetings, at a minimum of, bi-weekly							
9.	If supervised by TDOC Community Supervision weekly updates will be provided while in active treatment	IO 1.01						
10.	Discharge summary completed within 7 days of discharge (If applicable)	IO 1.01						
11.	<u>If a Supervision component exists:</u> The grantee will follow the TDOC risk and needs assessment. Supervision will be based upon the risk of the offender and the corresponding supervision level standards in accordance with TDOC Policy 704.01 Offender Standards of Supervision (supervision elements will be tested for all supervision components outlined in the policy)	IO1.02						

===== 11 TOTAL

Inspector

Date

Team Leader

Date

**TDOC COMMUNITY CORRECTIONS PROGRAMS –
POLICY AND ADMINISTRATION**

ADMINISTRATION, ORGANIZATION & MANAGEMENT

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 Agency has an organizational chart that is reviewed annually and updated as needed.	AP1.01							
2.	An advisory board is established and representative of the community in compliance with law.	AP 1.02							
3.	The advisory board meets a minimum of once each month for the first three months of a new program and on a quarterly basis thereafter.	AP 1.03							
4.	The agency has a <u>POLICY</u> and procedures manual /operations manual and performance standards reviewed, updated and approved annually by the advisory board/committee. The manuals and standard are made available to staff volunteers and upon request to others. Staff shall sign and date a form acknowledging they have read and been trained on the manuals.	AP 1.04							
5.	All changes to agency policies, procedures, operations manuals and performance standards shall be submitted to TDOC for written approval prior to implementation.	AP 1.05							
6.	Written procedure for dissemination of approved, new, or revised <u>POLICY</u> and procedure to staff, volunteers and where appropriate offenders prior to implementation. Documentation of disbursement is maintained in administrative files.	AP 1.06							

**TDOC COMMUNITY CORRECTIONS PROGRAMS –
POLICY AND ADMINISTRATION**

ADMINISTRATION, ORGANIZATION & MANAGEMENT

AGENCY _____

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NO.	ITEM	MANDATE	COMP	NON COMP	NOT EVAL	DID NOT OCCUR	N/A	COMMENTS	V a l u e
7.	Written <u>POLICY</u> and procedure outline a system for the program manager or designee to audit and review the operations and programs within the agency. Manager file reviews will be conducted 60 days after intake and a random 10% annual case file review will also be conducted.	AP 1.07							
8	An annual report shall be prepared and submitted within 60 calendar days following the end of the fiscal year to the advisory board/committee and the state director. The report should include statistical data, activities, and financial data.	AP 1.08							
9.	The agency will submit a monthly statistical report to TDOC Central office not later than the 15 th of each month. If that date cannot be met, a waiver from the State Director of Community Corrections is on file.	AP 1.09							
10.	Written <u>POLICY</u> states the agency is a correctional program offering services pursuant to TCA 40-36-101, meets state licensing requirements if applicable	AP 1.10							
11.	The grantee has a written policy and procedure/s that provides that the operation of the agency and its provision of services are the responsibility of the Agency Board. Program manager/designee	AP 1.11							

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**TDOC COMMUNITY CORRECTIONS PROGRAMS –
POLICY AND ADMINISTRATION**

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NO.	ITEM	MANDATE	COMP	NON COMP	NOT EVAL	DID NOT OCCUR	N/A	COMMENTS	V a l u e
12.	The grantee will assess all Tennessee Department of Correction offenders using the Validated Risk and Needs Assessment (RNA) as approved by the Tennessee Department of Correction. In addition to the RNA, the grantee can also utilize any additional evidence based validated assessment to determine offender eligibility and treatment needs to be offered within the grantee’s program, such as SASSI, DSM-V etc.	AP1.12							
13.	The agency’s mission statement affirms that the supervision program provides necessary service to felony offenders with the goal of reducing continued criminal behavior, abstain from illegal substance use and to ensure the safety of the community.	AP 1.15							

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**TDOC COMMUNITY CORRECTIONS PROGRAMS –
POLICY AND ADMINISTRATION**

ADMINISTRATION, ORGANIZATION & MANAGEMENT

AGENCY _____

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NO.	ITEM	MANDATE	COMP	NON COMP	NOT EVAL	DID NOT OCCUR	N/A	COMMENTS	V a l u e
14..	<p>The Grantee will have a written policy and procedure regarding "Release of Information" which address circumstances under which release of information is permitted, restrictions on type of information to be released, and structure and identification information to be placed on the form which includes, but is not limited to the following:</p> <ol style="list-style-type: none"> 1.Name of person, agency, or organization requesting forms 2.Specific to be released 3.Purpose or need for the information 4.Expiration date 5.Date consent form was signed 6.Signature of client 7.Signature of individual witnessing client's signature 8.Before the release of any information regarding a client, a Release of Information form must be completed, and a signed copy placed into the client's file. 	AP1.16							
15.	The grantee will have a written policy and procedure regarding the Length of time a case record is maintained (five year minimum after discharge from program)	AP1.17							
16.	All incidents occurring within the jurisdiction of the Grantee concerning the safety and securing of the Facility, community, staff, and/or clients, or those which may result in media attention, must be reported according to Tennessee Department of Correction policy	AP1.18							

**TDOC COMMUNITY CORRECTIONS PROGRAMS –
POLICY AND ADMINISTRATION**

ADMINISTRATION, ORGANIZATION & MANAGEMENT

AGENCY _____

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NO.	ITEM	MANDATE	COMP	NON COMP	NOT EVAL	DID NOT OCCUR	N/A	COMMENTS	V a l u e
17.	All incidents within the jurisdiction of the Grantee which require physical force or restraint shall be reported in writing, dated, and signed by the staff reporting the incident. Such report shall be placed in the Offender’s case file and a copy forwarded to the State Director of Community Correction within 24-hours of Occurrence.	AP1.19							
18.	There is a written policy restricting the use of physical force unless justifiable self-protection, protection of others, prevention of property damage, and then only to the degree necessary and in accordance with appropriate statutory authority.	AP1.20							
19.	All grantees will follow the Tennessee Department of Correction officer contact note manual to record information into the TDOC’s Offender Management System. AP1.2’.1 Clinical and or treatment team will enter progress of participants in the TDOC OMS system according to Tennessee Department of Correction processes and procedures.	AP1.21 AP1.21.1							
20.	All Grantees shall have written Policy and Procedure to ensure compliance with PREA’s “Zero Tolerance” policy, and display signage and PREA publications in-plain view at all agency locations, at all times	AP1.22							

**TDOC COMMUNITY CORRECTIONS PROGRAMS –
POLICY AND ADMINISTRATION**

ADMINISTRATION, ORGANIZATION & MANAGEMENT

AGENCY _____

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NO.	ITEM	MANDATE	COMP	NON COMP	NOT EVAL	DID NOT OCCUR	N/A	COMMENTS	V a l u e
	PERSONNEL								
21.	<p>The agency has a written <u>POLICY</u> to guard against conflict of interest.</p> <p>That no employee connected with the agency uses his or her official position to secure privileges or advantages.</p> <p>That no staff shall accept for themselves, any member of their family, or close associate, any personal gift, favor, or service from an offender.</p>	<p>AP 2.01 AP 2.01.1 AP 2.01.2</p>							

**TDOC COMMUNITY CORRECTIONS PROGRAMS –
POLICY AND ADMINISTRATION**

ADMINISTRATION, ORGANIZATION & MANAGEMENT

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NO.	ITEM	MANDATE	COMP	NON COMP	NOT EVAL	DID NOT OCCUR	N/A	COMMENTS	Value
22.	<p>Written personnel policies require a personnel manual that is approved by the governing authority annually and is made available for employees that cover, at minimum the following areas:</p> <ul style="list-style-type: none"> • Organizational chart • Staff Development • Recruitment and selection • Promotion • Job Qualifications, descriptions and responsibilities • Minimum experience and education for positions • Required Licensures, certifications and credentials • Affirmative action and Title VI • Grievance and appeal procedures (approved by local board) • Sexual and Workplace harassment • Orientation • Employee evaluation • Personnel Records • Benefits • Leave specific to Grantee (Annual, sick, holiday maternity, Military) • Hours of Work (Time sheets) • Compensation • Travel • Disciplinary Procedures • Termination and Resignation • Employee Probationary Period 	<p>AP 2.02 AP2.05 AP 2.06 AP 2.07 AP.208</p>							

**TDOC COMMUNITY CORRECTIONS PROGRAMS –
POLICY AND ADMINISTRATION**

ADMINISTRATION, ORGANIZATION & MANAGEMENT

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NO.	ITEM	MANDATE	COMP	NON COMP	NOT EVAL	DID NOT OCCUR	N/A	COMMENTS	V a l u e
23.	The minimum educational requirement for appointment as community correction program manager is a baccalaureate degree in one of the social or behavioral or management sciences or a related field.	AP2.03							
24.	The minimum qualifications of a case officer are a baccalaureate degree from an accredited college or university, or at least (4) years of qualifying relevant fulltime professional experience. Grantee employees who are employed at time of contract execution may receive a waiver of the baccalaureate degree.	AP2.04							
25.	All credentialed staff shall as a minimum requirement meet all licensure and or certification requirements as set forth by Tennessee health/Behavioral health boards.	AP2.05							
26.	There are written job descriptions and job qualifications for all positions of the agency. Each job description should include job title, responsibilities of the position and required minimum experience and education licensure, certifications, and credentials.	AP2.07							
27.	The Grantee will have an employee grievance procedure which has been approved by the local advisory board.	AP2.08							

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**TDOC COMMUNITY CORRECTIONS PROGRAMS –
POLICY AND ADMINISTRATION**

ADMINISTRATION, ORGANIZATION & MANAGEMENT

AGENCY _____

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NO.	ITEM	MANDATE	COMP	NON COMP	NOT EVAL	DID NOT OCCUR	N/A	COMMENTS	V a l u e
28.	The Grantee will maintain a current, complete, and confidential personnel record for each employee	AP 2.09							
29.	Written policies require a national background check will be completed on all NEW hires, prior to employment or appointment. No applicant with a felony conviction or crime of moral turpitude will be considered for employment. Results shall be maintained in the employees' personnel file.	AP 2.10							
30.	All employees shall have an annual background check. Documentation of the background check will be kept in the employee's personnel file.	AP 2.10							
31.	Written policy and procedure shall specify that all Community Corrections personnel are prohibited from carrying weapons during the performance of duty. Any Personnel proven to be in violation shall be subject to disciplinary action up to and including termination as provided in grantee policy.	AP 2.12							
THIS SECTION APPLIES ONLY TO AN AGENCY THAT UTILIZES <u>VOLUNTEERS</u>									
32.	Written <u>policy</u> and procedure for volunteer citizen include including a system for selection and training, term of service, termination of service and defining tasks.	AP 3.01							
33.	Written policy and procedure specify that volunteers agree in writing, to follow all agency policies particularly those relating to the security and confidentiality of information.	AP 3.02							

**TDOC COMMUNITY CORRECTIONS PROGRAMS –
POLICY AND ADMINISTRATION**

ADMINISTRATION, ORGANIZATION & MANAGEMENT

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NO.	ITEM	MANDATE	COMP	NON COMP	NOT EVAL	DID NOT OCCUR	N/A	COMMENTS	V a l u e
34.	Written policy specifies that volunteers perform professional services only when certified or licensed or after a thorough check of background and professional education.	AP 3.03							
35.	Written policy specifies that all volunteers have a criminal record check prior to employment or appointment. Documentation of the records check shall be maintained	AP3.04							

**TDOC COMMUNITY CORRECTIONS PROGRAMS –
POLICY AND ADMINISTRATION**

ADMINISTRATION, ORGANIZATION & MANAGEMENT

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NO.	ITEM	MANDATE	COMP	NON COMP	NOT EVAL	DID NOT OCCUR	N/A	COMMENTS	Value	
TRAINING AND RESEARCH										
36.	Written policy provides that all new professional staff in the program will have at least 40 hours of onsite orientation to the policies, organizational structure, programs, and regulations of the program, as well as, Tennessee Department of Correction required Title VI, DNA Buccal Swabbing sample collection, Prison Rape Elimination Act (PREA), Emergency Operation Plans and Fire Safety, Drug Free Workplace, and Code of Ethics. Only manager approved Grantee staff, directly responsible for offender supervision, delivery of treatment, programming, or evaluation of offenders shall receive training on the following: Validated Risk Needs Assessment (RNA), O*NET Interest Profiler, Texas Christian University Drug Screen (TCUD) or other as identified assessment tools. All orientation and offender assessment training will be completed prior to new staff performing any work related to offender treatment or supervision without direct supervision. This affects all new full-time or part-time staff, and volunteers	AP 4.01								
37.	Written policy and procedures provide that all clerical and support staff complete orientation and training appropriate to their assignment. (16 hrs. full time. 8 hours part time)	AP 4.02								

**TDOC COMMUNITY CORRECTIONS PROGRAMS –
POLICY AND ADMINISTRATION**

ADMINISTRATION, ORGANIZATION & MANAGEMENT

AGENCY _____

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NO.	ITEM	MANDATE	COMP	NON COMP	NOT EVAL	DID NOT OCCUR	N/A	COMMENTS	V a l u e
38.	Written policy and procedure provide that all case officers complete 40 hours of pre-service training. Pre-service training will be provided by the agency, or designee, within six months of a new case officer's employment. Upon completion of orientation, the employee signs and dates a statement that orientation training has been received. All training will be recorded by the agency manager, and a copy kept in employee's personnel file.	AP 4.03							
39.	Community Correction Grantees, either individually or collectively, will be responsible for providing at least 30 hours of in-service training per year to their program managers and 40 hours of training for program case officers and treatment staff. The Tennessee Department of Correction will be responsible for providing a minimum of ten (10) hours of core issues to the Program Managers on an annual basis. All training shall be job related	AP 4.04							
40.	Written policy requires program manager to keep a running total of training hours for agency employees in individual files. The file shall include orientation and any ongoing training as well as annual training.	AP 4.05							
41.	The Agency will have a <u>POLICY</u> and procedure governing research and address the issues of informed consent and release of information. The State Director of Community Corrections in conjunction with the Director of Decision Support: Research and Planning, Tennessee Department of Correction must approve all research projects in writing prior to implementation.	AP 6.01							

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**TDOC COMMUNITY CORRECTIONS PROGRAMS –
POLICY AND ADMINISTRATION**

ADMINISTRATION, ORGANIZATION & MANAGEMENT

AGENCY _____

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INSPECTION _____
DATE _____

NO.	ITEM	MANDATE	COMP	NON COMP	NOT EVAL	DID NOT OCCUR	N/A	COMMENTS	Value
	PROGRAM RECORDS								
42.	Program policies shall provide that all staff adhere to Tennessee Department of Correction procedures and functions regarding access and use of the TDOC OMS system. Programs shall be aware of and ensure the necessity of system security procedures. All programs will utilize the TDOC OMS system as mandated by the Tennessee Department of Correction.	AP7.02							
43.	The grantee will utilize TDOC OMS contact codes listed within the Community Correction Contact Note Handbook, unless otherwise listed within the Community Correction Standards	AP7.05							
	PHYSICAL PLANT								
44.	The building conforms to all applicable state and local building codes.	AP8.01							
45.	Private counseling and group meeting space is provided	AP8.02							
46.	Any noncompliance with applicable state and local building codes must be reported to TDOC upon discovery, within 24 hours of occurrence, and corrected within stated timeframes by the inspecting agency.	AP8.04							

**TDOC COMMUNITY CORRECTIONS PROGRAMS –
POLICY AND ADMINISTRATION**

ADMINISTRATION, ORGANIZATION & MANAGEMENT

AGENCY _____

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DATE _____

NO.	ITEM	MANDATE	COMP	NON COMP	NOT EVAL	DID NOT OCCUR	N/A	COMMENTS	Value
SAFETY AND EMERGENCY									
47.	The Facility will have written fire and other emergency plan/s that are communicated to all employees, volunteers, visitors, and offenders. Emergency plans shall contain contingency space plans during emergencies. These plans are reviewed and updated at least annually.	AP9.01							
48.	There shall be a written policy and procedure regarding fire prevention regulations to ensure the safety of staff, volunteers, offenders, and visitors. The policy and procedure include: 1. Provisions for qualified/ certified fire protection service 2. A system of fire inspections and testing equipment and related services 3. An annual inspection by a local and/or state fire official 4. Availability of fire protection equipment at designated locations.	AP9.02							
49.	All emergency plans shall be disseminated to all designated staff and are posted in conspicuous places in the facility	AP9.03							
50.	All Staff must be initially trained in the implementation of the emergency plans. All training shall be documented.	AP9.04							

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**TDOC COMMUNITY CORRECTIONS PROGRAMS –
POLICY AND ADMINISTRATION**

ADMINISTRATION, ORGANIZATION & MANAGEMENT

AGENCY _____

AUDIT PERIOD _____
INSPECTION _____
DATE _____

NO.	ITEM	MANDATE	COMP	NON COMP	NOT EVAL	DID NOT OCCUR	N/A	COMMENTS	V a l u e
51.	Emergency evacuation drills and annual training thereafter are conducted at least quarterly during hours when the majority of offenders are in the facility. All drills are to be documented.	AP9.05							
52.	All facility exits must be in compliance with state and/or local fire safety code	AP9.06							
53.	The Facility shall have automatic fire alarm and smoke detection systems that are approved by the state fire marshal. All systems shall be tested on a regular basis. The facility shall have documentation on the system testing	AP9.07							
54.	All hazardous substances shall comply with TOSHA standards pertaining to the storage and safety data sheet accessibility (dealing with chemicals).	AP9.08							

54 TOTAL

Inspector

Date

Team Leader

Date

TDOC COMMUNITY CORRECTIONS PROGRAMS –

Residential Medical and Health Services

FACILITY-RP 600

FACILITY _____

AUDIT PERIOD _____

INSPECTION _____

DATE _____

NO.	ITEM	MANDATE	COMP	NON COMP	NOT EVAL	DID NOT OCCUR	N/A	COMMENTS
1.	The Facility will have a written agreement with a licensed hospital, clinic, or physician to provide emergency services on a 24-hour basis.	RP6.01						
2.	There is one staff member present on each shift trained in emergency First-aid procedure including cardiopulmonary resuscitation (CPR), 911 emergency contact capability and take-action authority. In addition, each residential facility will display an automated external defibrillator (AED) for emergency use only.	RP6.02						
3.	There are written emergency medical back-up plans which are communicated to all employees and residents	RP6.03						
4.	First-aid equipment is available at all times. Said equipment shall be approved by a recognized health authority. A monthly inspection of first aid equipment shall be made by the program manager or designee to ensure equipment meets minimum stocked standards of health authority.	RP6.04						
5.	At the time of admission, facility staff will inquire about any physical problems that might require medical attention and documents the disclosed medical history in the offender's case file.	RP6.05						

TDOC COMMUNITY CORRECTIONS PROGRAMS –

Residential Medical and Health Services

FACILITY-RP 600

FACILITY _____

AUDIT PERIOD _____
 INSPECTION _____
 DATE _____

NO.	ITEM	MANDATE	COMP	NON COMP	NOT EVAL	DID NOT OCCUR	N/A	COMMENTS
6.	The Facility will have a written policy and procedure to provide medical examination for any employee or resident suspected of having communicable disease or debilitating condition (e.g., diabetes, heart disease, or epilepsy).	RP6.06						
7.	The Facility will have a written policy and procedure regarding urine collection for testing purposes and interpretation of results	RP6.07						
8.	The Facility will have a written policy and procedure regarding the possession, control and use of controlled substances: prescribed medications, and over-the-counter drugs. These policies and procedures also stipulate that prescribed medications are administered to the resident according to the specific directions of their prescribing physician	RP6.08						
9.	The Facility will have a written policy and procedure stating that records of all medications that are distributed by staff are maintained and audited daily. Also, the records will include date, time, and name of resident receiving medication, and the name of staff distributing medication	RP6.09						

TDOC COMMUNITY CORRECTIONS PROGRAMS –
Residential Medical and Health Services

FACILITY-RP 600

FACILITY _____

AUDIT PERIOD _____
INSPECTION DATE _____

NO.	ITEM	MANDATE	COMP	NON COMP	NOT EVAL	DID NOT OCCUR	N/A	COMMENTS
10.	The Facility will have a written policy and procedure providing the prompt notification of the client’s next of kin in case of serious illness, surgery, death, or injury. Any agency death shall be reported immediately to first the proper authorities and to the TDOC Central Communications Center as well as to the State Director of Community Corrections within 30-minutes of an agency’s knowledge of the event occurring	RP6.10						

10 TOTAL

Reviewer

Date

Team Leader

Date

**TDOC COMMUNITY CORRECTIONS PROGRAMS –
Residential Intake and Termination**

FACILITY _____

AUDIT PERIOD _____
INSPECTION _____
DATE _____

NO.	ITEM	MANDATE	COMP	NON COMP	NOT EVAL	DID NOT OCCUR	N/A	COMMENTS
1.	Discrimination on the basis of race, creed, or national origin is prohibited and is clearly stated in agency policy and made available to the offender	RP 7.01						
2.	A copy of admission criteria and pre-intake procedures is distributed to all referring agencies.	RP 7.02						
3.	When a referral is not accepted into the program the referring agency and/or court is notified and a specific reason is stated	RP 7.03						
4.	At the time of intake, the staff discusses with the client the following information: <ul style="list-style-type: none"> a. Program goals b. Rules governing conduct c. Program rules and regulations d. Possible disciplinary actions and procedures available to staff e. Available services f. Authorization to release information g. Informed Consent h. Confidentiality Policy 	RP 7.04						
5.	The above is documented by both the client and staff's signature and the client is specifically given assigned copy of the rules and regulations.	RP 7.05						

**TDOC COMMUNITY CORRECTIONS PROGRAMS –
Residential Intake and Termination**

FACILITY _____

AUDIT PERIOD _____
INSPECTION _____
DATE _____

NO.	ITEM	MANDATE	COMP	NON COMP	NOT EVAL	DID NOT OCCUR	N/A	COMMENTS
6.	Staff designs a written treatment plan for each resident. The plan is signed and dated by staff and client. The plan includes criteria of expected behavior and accomplishments, and at a time schedule for achieving specified goals. Within the first two weeks of a resident's admission, a treatment plan will be completed	RP 7.06						
7.	On a monthly basis the resident's progress will be reviewed either through a staff meeting or by Individual staff and the results will be documented.	RP 7.07						
8.	Any changes in the behavioral plan will be discussed with that resident. This will be dated and documented by the staff and resident's signature	RP 7.08						
9.	There is at least <u>one</u> Staff person on the premises who is awake, available, and responsive to the residents' needs 24-hours a day.	RP 7.09						
10.	All Program rules and regulations pertaining to residents are posted in a conspicuous place	RP 7.10						
11.	The Facility will have a written policy and procedure regarding grievance and appeal process. This policy states the grievance is transmitted without alteration, interference, or delay to the party responsible for receiving and investigation	RP 7.11						
12.	There is a written policy and procedure regarding the removal of any client from the program	RP 7.12						
13.	Policy and procedure are written regarding the house's reimbursement by residents	RP 7.13						

**TDOC COMMUNITY CORRECTIONS PROGRAMS –
Residential Intake and Termination**

FACILITY _____

AUDIT PERIOD _____
INSPECTION DATE _____

NO.	ITEM	MANDATE	COMP	NON COMP	NOT EVAL	DID NOT OCCUR	N/A	COMMENTS
14.	The Facility resources will be used to assist residents in locating suitable housing upon termination from the program	RP 7.14						
15.	The opportunity for recreational and leisure time activities is provided to all residents.	RP 7.15						
16.	The Facility will have a written policy and procedure regarding the enrollment of residents in educational and vocational training programs	RP 7.16						
17.	The facility has a written policy and procedure allowing residents to attend religious services on a voluntary basis.	RP 7.17						

17 TOTAL

Inspector

Date

Team Leader

Date

**TDOC COMMUNITY CORRECTIONS PROGRAMS –
Residential Facility**

FACILITY _____

AUDIT PERIOD _____
INSPECTION _____
DATE _____

NO.	ITEM	MANDATE	COMP	NON COMP	NOT EVAL	DID NOT OCCUR	N/A	COMMENTS
1.	The Facility shall not enter into any agreement that purports to create an interest in real property (e.g. rental agreement) until said rental agreement is approved, in writing, by the Commissioner of the Tennessee Department of Correction or his/her designee	RP 3.01						
2.	The Facility shall be in compliance with all applicable zoning ordinances or is attempting to comply with or change such laws, codes, or zoning ordinances through legal means and shall conform with applicable building codes.	RP 4.02						
3.	The Facility will be located within one mile of public transportation, or other means of transportation is available.	RP 4.04						
4.	The Facility will have documentation stating that all sleeping quarters have ventilation of at least 10 cubic feet of outside or re-circulated filtered air per minute per human occupant.	RP 4.04						
5.	The Facility will have documentation stating that all sleeping quarters have lighting of at least 20 lumens readability in reading and grooming areas	RP 4.05						
6.	To the extent possible, all sleeping areas provide some degree of privacy.	RP 4.06						
7.	Each client has been provided in their sleeping quarters a bed, mattress and-pillow, bed linen, chair, and closet/locker space for the storage of personal items.	RP 4.07						

**TDOC COMMUNITY CORRECTIONS PROGRAMS –
Residential Facility**

FACILITY _____

AUDIT PERIOD _____
INSPECTION _____
DATE _____

NO.	ITEM	MANDATE	COMP	NON COMP	NOT EVAL	DID NOT OCCUR	N/A	COMMENTS
8.	The Facility will have a written POLICY and procedure regarding the issuance of clean, usable bedding, linen, and towels to new residents, with the provision for laundering on a weekly basis.	RP 4.08						
9.	The Facility will provide personal hygiene articles on an emergency basis	RP 4.09						
10.	The Facility will have a written POLICY that outlines the rules that permit offenders to decorate their sleeping quarters and/or common use areas.	RP 4.10						
11.	The Facility provides private counseling space with adequate furniture.	RP 4.11						
12.	The Facility, at a minimum, has one operable toilet for every ten residents	RP 4.12						
13.	The Facility, at a minimum, has one operable washbasin with hot and cold running water for every ten residents.	RP 4.13						
14.	The Facility, at a minimum, has one operable shower or bathing facility with hot and cold running water for every ten residents. The hot water does not exceed 110 degrees F (43 degrees C).	RP 4.14						
15.	The Facility has one operable washer and one operable dryer for every 10 residents.	RP 4.15						
16.	The Facility is in compliance with the sanitation and health codes of the applicable government's jurisdiction	RP 4.16						

**TDOC COMMUNITY CORRECTIONS PROGRAMS –
Residential Facility**

FACILITY _____

AUDIT PERIOD _____
INSPECTION _____
DATE _____

NO.	ITEM	MANDATE	COMP	NON COMP	NOT EVAL	DID NOT OCCUR	N/A	COMMENTS
17.	The Facility will have a written POLICY and procedure regarding vermin and pest control, and trash and garbage removal	RP 4.17						
18.	The Facility has a written documentation that weekly sanitation and safety inspections of all internal and external areas and equipment are conducted in accordance with written POLICY and procedure.	RP 4.18						
19.	The Facility will ensure that the facility is in good repair with a housekeeping and maintenance plan	RP 4.19						
20.	The Facility will have written POLICY and procedure regarding maintenance and use of facility vehicles when in use	RP 4.20						
21.	The Facility will have at least one telephone available and accessible to clients.	RP 4.21						

21 TOTAL

Inspector

Date

Team Leader

Date

**TDOC COMMUNITY CORRECTIONS PROGRAMS –
SUPERVISION**

**Investigative reports, Records, Intake, Transfer, Discharge and Termination,
Offender contacts and supervision, Sanctions and violations, Community
Service, Restitutions and fees**

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NO.	ITEM	MANDATE	COMP	NON COMP	NOT EVAL	DID NOT OCCUR	N/A	COMMENTS	V a l u e
Investigative Reports									
1.	Written policy and procedure govern the conduct of case officer pre-sentence investigations, and preparation of reports in accordance with the Tennessee Department of Correction Pre-Sentence Investigation (PSI) manual (pre, post, classification, and specific data reports).	S1.01							
2.	All pre-sentence (investigative) reports and recommendations are reviewed and approved by a program manager or designee prior to submission to the court. All pre-sentence investigative reports are to include a validated risk and needs assessment.	S1.02 S1.02.1							
3.	Written policy and procedure protect the confidentiality of pre-sentence reports and case records	S1.03							

**TDOC COMMUNITY CORRECTIONS PROGRAMS –
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4.	All offenders court ordered to a community correction treatment program are required to have an investigative report entered in Tennessee Offender Management System (OMS). In the event an offender is admitted into the program and has a Pre- Sentence Report on the current offense in TDOC OMS, the community corrections Agency is not required to complete a report. Any offender admitted into a community corrections program, who does not have an investigative report on file in the TDOC OMS is required to have a post-sentence report completed and entered in the TDOC OMS within forty-five (45) working days from program admittance.	SI.04							
5.	All community correction offenders who are revoked shall have a classification report completed in the TDOC OMS. If an investigative report was already completed by the community correction agency and is in the TDOC OMS, the supervising agency shall be required to update the PSI information as required by the Tennessee Department of Correction, Pre-sentence Investigation Manual. Otherwise, a classification report is required to be completed within ten (10) working days following the date the offender was revoked.	SI.05							

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	Records								
7.	The Grantee has written policy, procedures, and practice governing case record management, including, at a minimum, the following areas: the use and content of offender records; right to privacy; security, placement, and preservation of records; and schedule for retiring or destroying inactive records.	S2.01							

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8.	<p>Each case record includes, at a minimum, the following information at all Community Correction Facilities:</p> <ol style="list-style-type: none"> 1. Offender Background Information Form 2. Investigation Report on the TDOC OMS (PSI), (PSR) 3. Signed behavioral contract and/or program rules if applicable 4. DNA- buccal swabbing information 5. Medical, Psychological record (if applicable) 6. Individual plan or program (if applicable) 7. Signed release of information forms (when utilized) 8. Evaluation/assessments; RNA, TCUD, O*NET (as identified) 9. Current employment data 10. Judgment document and/or court order to community correction 11. Signed Offender Grievance Form 12. Referrals to other agencies (if applicable) 13. Drug/Alcohol screenings/results 14. Progress reports 15. Chronological entries 16. Violation Report (if applicable) 17. Grievance and disciplinary record (if applicable) 18. Title VI 19. Judge’s orders for DNA testing (if applicable); 20. Initial Intake Information Form 21. Offender Case Plan 22. Program Rules and Disciplinary Policy 	S 2.02							
				4				March 2021	

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9.	Each clinical file case record includes, at a minimum, the following information at all Community Correction Facilities: 1. Addiction Severity Index/Assessment 2. Treatment Plan 3. Discharge Summary 4. Therapy Progress Notes 5. Crisis Plan 6. Treatment Team Notes 7. Drug Screening Records 8. Confidentiality Agreement 9. Signed release of information forms (to include 42 CRF Part 2)	S 2.03							
10..	All significant supervision contacts, as defined by the Community Supervision Contact Manual, will be recorded in TDOC OMS.	S 2.04							

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11..	Offender case record audits are conducted by the manager or manager designee in accordance with written policies and procedures. Program Managers will ensure that quarterly audits are conducted on each case officer, and the manager will ensure that all offender case records are reviewed by the manager or manager designee at least once during each 90-day period. Agency managers will ensure that offender case records comply with State and Program standards and that there is clear documentation of these audits within in each offender case file. A follow-up review will be conducted by the same within 45 days following the initial case file audit to verify any case record discrepancy findings during previous audit have been addressed.	S 2.05							
11.	Written policy and procedure regarding the confidentiality of individual case records will address at a minimum: <ol style="list-style-type: none"> 1. Offender access 2. Staff access 3. Circumstances when Release of Information is permitted 4. Restrictions on the type of information that can be released 	S 2.06							

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12.	<p>Required release of information forms shall include but are not limited to:</p> <ol style="list-style-type: none"> 1. Name of person, agency, or organization requesting information 2. Name of person, agency, or organization releasing information 3. The specific information to be disclosed 4. The purpose or need for the information 5. Expiration date 6. Date consent form is signed 7. Signature of offender 8. Signature of individual witnessing offender's signature. <p>A copy of the consent form is maintained in the offender's case record.</p>	S 2.07							
13.	<p>Written policy and procedure specify that all materials relating to any offender with which the Grantee has had personal contact, shall be maintained for at least five (5) years after termination of the case, and/or until all audit issues have been resolved; whichever is longer.</p>	S 2.08							

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14.	Written policy and procedure specify that in the event an officer is on leave or whose position is vacant for an extended period, that there exists and is implemented a mechanism to provide continuing supervision services to the vacant officer's caseload.	S 2.09							
15.	Written policies shall provide that all staff adhere to Tennessee Department of Correction procedures and functions regarding access and use of the TDOC OMS offender management/ tracking system. Programs shall be aware of and ensure the necessity of system security procedures. All agencies will utilize the TDOC OMS system as mandated by the Tennessee Department of Correction. Programs are required to enter the TDOC OMS information	S 2.10							
INTAKE, TRANSFER, DISCHARGE AND TERMINATION									

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17.	<p>The intake report shall be 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:</p> <ol style="list-style-type: none"> 1. Date and Time of last court date appearance Judgment Order information or placement relevant details. 2. Restrictions, Court Ordered special instructions /treatment assignments. 3. Estimated start date of program supervision. 4. Notes about split confinement and/or dual supervision. 5. Estimated date of program completion. 6. Notes about risk assessment supervision level 	S3.01							

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18.	<p>Policy outlines the Validated Risks and Needs Assessment (RNA) process, and all other assessment processes for each offender referred or under supervision. A complete RNA is required for every offender, unless a current RNA, completed within the last 12 months, exists upon arrival. An Offender Case Plan (OCP) is also required for every offender. In compliance with TDOC Policy 110.09 and 703.02, only RNA Certified Users completing the Assessor Development Model (ADM) and RNA Certified Assessors will conduct and record the RNA. Only RNA Certified Users and/or RNA Certified Assessors may develop the OCP. Only manager approved staff will conduct and record the TCUD results. Assessments and the development of the OCP must be done within 60 days of an offender's arrival. RNA and TCUD assessments must be repeated every calendar year or with any significant life event as define in TDOC policy, 513.11, and 703.02, for each supervised offender. At a minimum this includes:</p> <ol style="list-style-type: none"> 1. What constitutes an assessment 2. Who conducts the assessment 3. When it is conducted 4. The format in which information is collected and summarized 5. Comply with TDOC's RNA policies and recommendations (TDOC Policy #110.09, #513.11 and #703.02) 	S3.02							

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19.	Unless an Offender DNA sample is confirmed on TBI's DNAV Web page within the first (10) days after Offender's arrival, staff will conduct a swab sampling and record the information in the offender file, and on TDOC OMS (LCLA) within (60) days of an offender's arrival	S3.03							
20.	The assessment should include any report submitted to the court prior to sentencing that identifies an Offender's specific needs, or a similar report prepared after sentencing. At a minimum this includes information from outside agencies or vendors, or any internally generated diagnostic evaluations	S3.04							
21.	All offenders in community correction shall have a written, signed behavioral contract. At intake, the community correction staff shall discuss and develop with each offender a written behavioral contract based on assessment of client 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	S3.05							
22..	Policy and procedure ensure that each offender understands his/her conditions of sentence; receives a written copy; and acknowledges receipt and understanding in writing	S3.06							

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23.	When specific services ordered by the court are not available, the field staff shall notify the court. Documentation of such notification shall be maintained in the offender's case file.	S3.07							
24.	Policy and procedure establish a process for the successful discharge/termination of offenders. At a minimum, each offender file will be reviewed for successful termination after each twelve (12) month period of supervision. The first such review will come at 12 months and thereafter at least annually or sooner or at the discretion of the Program Manager or designee. The results of the review will be recorded in the case file and in the TDOC offender management system.	S3.08 S3.08.01							
25.	The Grantee shall adhere to the Tennessee Department of Correction written procedures governing the transfer of offender supervision to and from other agencies. All transfers shall be acceptable if an offender has residence in the receiving agency county, is determined to be ready for transfer and has the sentencing courts permission to transfer.	S3.09							

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26.	<p>The Grantee shall adhere to the Tennessee Department of Correction written procedures governing the transfer of offender supervision to and from other agencies. All transfers shall be acceptable if an offender has residence in the receiving agency county, is determined to be ready for transfer and has the sentencing courts permission to transfer</p> <ol style="list-style-type: none"> 1. The sending manager is to contact the receiving manager, by <u>EMAIL</u> to notify of request to transfer and to start the transfer investigation. 2. The receiving grantee has (15) days to assign transfer investigation to an officer, investigate, and reply to the sending agency's manager. 3. The receiving agency manager contacts the sending agency as to status of transfer, (accepted or rejected) by <u>EMAIL</u>. 4. The sending agency forwards the case file. Any file that has incomplete data should be returned to sending agency. 5. Receiving agency should make the TDOC OMS changes, (LIMD, LCD3, LCDF, LCDG) and start supervising the case. 6. Sending agency shall complete a QQQQ entry on the TDOC OMS explaining reason for transfer, any treatment provided or other interactions, and any court ordered conditions. 	<p>S3.10 S3.10.1 S3.10.2 S3.10.3 S3.10.4 S3.10.5 S3.10.6</p>							

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27.	Written policy and procedure require that all offenders are informed of the grievance procedure available and discussed the procedure with the offender during the intake process	S3.11							
28.	The Grantee shall develop policy and procedures that specifically outlines the frequency and manner in which offender drug testing, criminal records checks, and employment verifications are administered for active cases under supervision. Any such procedure shall be quantifiable	S3.12							
29.	The discharge/termination report shall be 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: <ol style="list-style-type: none"> 1. Date and Time of program completion/departure. 2. Relevant outcomes or details of termination. 3. Outcome assessment/ staff treatment assessment/comments. 4. Detail any program performance highlights. 	S3.13							

TDOC COMMUNITY CORRECTIONS PROGRAMS – SUPERVISION
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Offender Contacts and Supervision									
30.	The Grantee mission statement affirms that the supervision program is to provide necessary services to felony offenders with the goal of reducing the probability of continued criminal behavior and maintaining the safety of the community.	S4.01							
31.	Written policy prohibits any offender from being in a position of control or authority over another	S4.02							
32.	The Grantee will have a written policy and procedure relative to searches which clearly states they are precluded from searching an offender, their home, or property.	S4.03							
33.	There is a written procedure for the prevention, detection, and apprehension of absconders. This procedure is reviewed and updated annually.	S4.04							
34.	There is a written policy restricting the use of physical force unless justifiable self-protection, protection of others, prevention of property damage, and then only to the degree necessary and in accordance with appropriate statutory authority	S4.05							
35.	The use of personal abuse and corporal punishment is prohibited through written policy and procedure	S4.06							

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36.	Policy establishes levels of supervision and regulates movement between supervision levels. The Grantee will utilize supervision strategies and programs that have been scientifically demonstrated to enhance compliance with the court or releasing-authority-ordered conditions, and that reduce criminal behavior. Supervision strategies will be listed under subsections Day Reporting Centers, Residential Programs, and Intensive Outpatient Services.	S4.07							
37.	Policy requires that the case officer or other duly authorized persons maintain personal contact with the offender according to the supervision level set by minimum state standards and program guidelines. Supervision of the offender should include at a minimum the monitoring of an offender's special conditions and employment status. A duly authorized person is any Agent or qualified person who offers the necessary services on an accepted contractual basis. All offender contacts shall be documented in the chronological records	S4.08							
38.	Written policy and procedure provide that case supervision program staff may request the court to add, remove, or modify any or all the special conditions of supervision	S4.09							

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39.	Written policy specifies the type of actions required to locate and recover absconders prior to the issuance of a violation warrant. An absconder is defined as an offender with whom no contact has been made for a maximum of thirty (30) days. Grantee policy will specifically identify the minimum time in which a violation warrant is filed with the sentencing court. The absconder may then be entered on NCIC.	S4.10							
40.	Written policy states that community correction offenders may not cross the Tennessee state line into another state except with the written approval of the sentencing court.	S4.11							
41.	Upon successful completion of the treatment component, any offender court ordered to be supervised by the Grantee, shall be supervised in accordance with TDOC risk- based supervision model as outlined in TDOC Policy 704.01 after offender completes the required treatment program	S4.12							

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Sanctions and Violations									
42.	Written policy shall 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.	S5.01							
43.	When violations occur, alternatives to revocation and incarceration are considered and used to the extent that public safety allows A decision will be made at this time regarding the need for a formal violation and/or revocation the Grantee will follow an evidence based sanctioning process that will be approved by TDOC.	S5.02							
44.	Sanction data will be collected and reported monthly outlining sanction types	S5.03							
45.	Any violation with a request for a warrant must be approved in writing by a manager or designee	S5.05							
46.	Policy prohibits the general use of offenders as police informants and specifies any conditions for exceptions. If an offender is used as an informant this will be noted in the chronological entries in the case record. Procedures will include securing the approval of the program manager and the court.	S5.06							

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47.	Violation data will be collected and reported monthly outlining violation types, such as drug related, new arrest, and absconding	S5.07							
	Community Service, Restitution and Fees								
48.	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: <ol style="list-style-type: none"> 1. Name of offender and victim 2. Total amount of restitution 3. The amount of payment 4. The method of payment; and 5. The payment schedule. 	S6.01							

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49.	<p>The victim will be consulted when possible by the district attorney's office or the program staff in the development of the restitution plan. The Grantee is encouraged to develop restitution plans for the offender's consideration. The following factors about the victim and the offender should be considered:</p> <ol style="list-style-type: none"> 1. Present income/employment 2. Physical and mental condition of the offender 3. Education 4. Family circumstances; and 5. Victim impact and loss. 	S6.02							
50.	<p>Community Service placement should, wherever possible, fit the needs and skill of the offender and provide meaningful work to the community. Community service hours will be reasonable and will not interfere with the offender's regular paid employment. Offenders will be supervised at all times while performing community service work.</p>	S6.03							

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51.	<p>Policy will require that there is a written agreement between the offender, the program, and the agency receiving services. The agreement will contain:</p> <ol style="list-style-type: none"> 1. Name, address, and phone number of agency; 2. Job duties 3. Service hours and days 4. Site supervisor's name and responsibilities 5. Time frame for completion; and 6. Signatures of offender, program 	S6.04							
52.	<p>Where program staff directly supervises offenders performing community service work, the written agreement will contain the following:</p> <ol style="list-style-type: none"> 1. Job duties 2. Service hours and days 3. Time frame for completion 4. Signatures of offender, program manager or designee 	S6.05							

===== **52** TOTAL

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Inspector

Date

Team Leader

Date

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NO.	ITEM	MANDATE	COMP	NON COMP	NOT EVAL	DID NOT OCCUR	N/A	COMMENTS	V a l u e
	Program Services								
1.	Clinical/Programing Addiction Severity Index (ASI) completed to determine eligibility.	DR 1.01							
2.	Program set-up establishes that phases last approximately 3-4 months depending on participation/behavior with aftercare being at least 6 months depending on participation/behavior	DR 1.01							
3.	The DRC Schedule includes the following expected standards for reporting: 1. Phase 1 attends programming 4 days/16 hours per week 2. Phase 2 attends programming 3 days per/12 hours per week 3. Phase 3 attends programming 2 days per/8 hours per week 4. Aftercare programming 1 hour per week	DR 1.01							

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4.	Programming/Treatment should include at a minimum: a. Cognitive-behavioral interventions b. Job readiness c. Decision making skills d. Health and wellness e. Support system development f. Digital literacy g. Recovery oriented life skills h. Reentry planning i. Victim impact awareness j. Anger management	DR 1.01							
	DRC Programming								
5.	The grantee shall follow the Community Correction Officer Supervision Standards. (Will be tested and scored by pulling a sample of client files and testing for established supervision elements)	DR 1.02							
6.	Treatment plan established within first 7 days and updated every three months after.	DR 1.01							
7.	Treatment team meetings, at a minimum of, bi-weekly	DR 1.01							
8.	One on one therapy at least one time per month	DR 1.01							

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Administration and Management									
9.	The Grantee has written policies and procedures for the day reporting center's program and these are specified in the policy and procedure manual that is accessible to all employees. The manual is reviewed at least annually and updated as needed. The policy and procedure manual may be separate or included in the community corrections policy and procedure manual.	DR 2.01							
10.	The Grantee shall have written Policy and Procedure to ensure compliance with PREA "Zero Tolerance"- policy and display signage and publications in-plain view at all agency locations, at all times.	DR 2.02							
11.	The Grantee has written policy, procedures, governing case record management, including, at a minimum, the following areas: the use and content of offender records; right to privacy; security, placement, and preservation of records; and schedule for retiring or destroying inactive records	DR3.01							
12.	Written policy prohibits any client from being in a position of control or authority over other offenders	DR6.01							
13.	The Agency will have a written policy and procedure for conducting searches of offenders	DR6.02							
14.	There is a written procedure for the prevention, detection, and apprehension of absconders that will be-reviewed and updated annually.	DR6.03							

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NO.	ITEM	MANDATE	COMP	NON COMP	NOT EVAL	DID NOT OCCUR	N/A	COMMENTS	V a l u e
15.	Staff monitors movement of offenders into and out of the facility in accordance with written policy and procedure	DR6.04							
	DRC Programming								
16.	Intake of DRC participants is completed within 7 calendar days. Intake consists of at least: 1. completion of intake forms 2. orientation to DRC program 3. participant guidelines and rules 4. crisis plan 5. treatment plan 6. schedule/review assessments	DR 3.02							
17.	The grantee shall follow the Community Correction Officer Supervision Standards. (Will be tested and scored by pulling a sample of client files and testing for established supervision elements)	DR 1.02							
18.	Treatment plan established within first 7 days and updated every three months after.	DR 1.01							
19.	Treatment team meetings, at a minimum of, bi-weekly	DR 1.01							
20.	One on one therapy at least one time per month	DR 1.01							

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**TDOC COMMUNITY CORRECTIONS PROGRAMS –
Day Reporting Standards**

AGENCY _____

AUDIT PERIOD _____

INSPECTION DATE _____

NO.	ITEM	MANDATE	COMP	NON COMP	NOT EVAL	DID NOT OCCUR	N/A	COMMENTS	Value
21.	An Intake and Termination report is to be recorded in the TDOC OMS by the Grantee on every offender both at intake and termination, <i>including transfers between Community Corrections programs and including suspension of direct supervision</i> , specifically recording information that provides detail about offender's arrival and departure to the program. Intake and Termination reports are to be recorded in the (LCDG) TDOC OMS.	DR 3.02							
22.	Discharge summary is completed within 7 days of discharge	DR 1.01							

===== **22** **TOTAL**

Inspector

Date

Team Leader

Date