

RESOLUTION NO. 2005-28

**RESOLUTION AUTHORIZING BUDGET AMENDMENTS
TO THE WEAKLEY COUNTY, TN GENERAL FUND
FOR THE FISCAL YEAR ENDING JUNE 30, 2005**

WHEREAS, the 27th Judicial Drug Court Program was created in 2002 with capacity of thirty participants to provide twelve to eighteen months of intensive supervision to the severe substance abuser who volunteers and qualifies for the program under intensive judicial supervision combined with a drug rehabilitation program tailored for the individual offender; and

WHEREAS, the drug court team consisting of Circuit Court Judge Bill Acree, General Session Judge Tommy Moore, Attorney General Tommy Thomas, Public Defender Joe Atnip & Colin Johnson, Obion County Sheriff Jerry Vastbinder, Weakley County Sheriff Mike Wilson, Weststate Corrections Officers Veronica Thornton & Sue Cochran, and Dr. Debra Gibson of UTM would like to increase the number of participants to forty-five; and

WHEREAS, the 27th Judicial Drug Court Program is funded through the United State Bryne Grant. The drug court contracts with Carey Counseling to provide treatment services. The drug court team wishes to dissolve their contract with Carey Counseling and is requesting Weakley County to provide a licensed alcohol and drug abuse counselor to serve as the drug court program therapist for the 27th Judicial District; and

WHEREAS, Obion County Government is the recipient of the United State Bryne Grant for the 27th Judicial District; therefore Weakley County Government will enter into a contract with Obion County Government for the provisions of providing treatment services for the 27th Judicial District Drug Court (see attached contract). Obion County Trustee will forward the Bryne Grant revenues to the Weakley County Trustee; and

WHEREAS, the Bryne Grant would provide for the funding of the drug court program therapist with no additional Weakley County funds. The drug court program therapist would be an employee of the Weakley County Sheriff Department performing other duties as instructed by the Sheriff.

NOW, THEREFORE BE IT RESOLVED, by the county legislative body of Weakley County, Tennessee assembled in regular session on this the 21st of March 2005 in Dresden, Tennessee that:

SECTION 1. The Weakley County General Fund is hereby amended as follows:

<u>Fund 101</u>				
<u>Acct-Object</u>	<u>Account Name</u>	<u>Approved</u>	<u>Budget</u>	<u>Amended</u>
<u>Number</u>		<u>Budget</u>	<u>Amendment</u>	<u>Budget</u>
	<u>Estimated Revenues</u>			
48990	OC Bryne Grant Proceeds	\$ -	\$ 18,000	\$ 18,000
	<u>Estimated Expenditures</u>			
54110.106 DCP	Deputy	0	10,500	10,500
54110.201 DCP	Social Security	0	651	651
54110.204 DCP	State Retirement	0	1,163	1,163
54110.207 DCP	Medical Insurance	0	1,713	1,713
54110.212 DCP	Medical Liability	0	152	152
54110.499 DCP	Other Supplies	0	3,820	3,820
			<u>18,000</u>	

SECTION 2. BE IT FURTHER RESOLVED, that all resolutions of the Board of County Commissioners of Weakley County, Tennessee, which are in conflict with this resolution are hereby repealed.

SECTION 3. BE IT FURTHER RESOLVED, that this resolution take effect from and after its passage, the public welfare requiring it. This resolution shall be spread upon the minutes of the Board of County Commissioners.

Pursuant To The Rules Of The Commission, This Resolution Is Sponsored By The Following Members Of The Weakley County Board Of County Commissioners:

SPONSORED BY:

Jack Vincent

SPONSORED BY:

Prof Stewart

ACKNOWLEDGED AND APPROVED:

Jack Vincent
Chairman, Public Safety Committee

ACKNOWLEDGED AND APPROVED:

Richard Phebus
Chairman, Finance, Ways, & Means Committee

Motion made by Commissioner Owen that the foregoing resolution be adopted:

Motion seconded by Commissioner Rich.

Upon being put to a roll call vote, Motion carried by a vote of 16 Yeas, 0 Nays,

0 Passed and 2 Absent.

ATTESTED:

Pat Scarbrough
Pat Scarbrough, County Clerk

APPROVED:

Richard Phebus
Richard Phebus, Chairman

This the 21st Day of March 2005.

APPROVED:

Ron Gifford
Ron Gifford, County Mayor

VETOED:

Ron Gifford, County Mayor

DATE:

03/24/05

DATE:

OCJP Sub-Contract Agreement Model

Subrecipient agencies may not enter into a subcontract for any of the services performed under the grant contract without obtaining **prior written approval** from OCJP. Notwithstanding the use of any approved subcontractors, the subrecipient agency is considered the prime contractor and is responsible for all work performed.

A. Contract Model to be used by Local Government and Non-Profit Agencies

The attached model is for use by Local Government Agencies and Non-profit Agencies. The OCJP Subrecipient Contractual Agreement Format must be used for all subrecipient contracts with other entities

B. Contract Model for State Agencies

State Agencies should follow the approved Office of Contracts Review models as found at: www.state.tn.us/finance/rds/ocr/model.html. Listed below are links for the available contract shells that can be used for this purpose. Click on the link below for the appropriate contract shell.

Cost Reimbursement Grant (for use in subcontracting with Non-Profit

Another State Agency (for use in interdepartmental grant contracts between state agencies in which payments are to be made by means of the "journal voucher" process)

Federal / Tennessee Government (for use in subcontracting with Federal or Tennessee Government entities that are not state agencies or higher education institutions)

Tennessee College/University (for use in subcontracting with higher education institutions of Tennessee

CONTRACT BETWEEN

OBION COUNTY, TENNESSEE AND WEAKLEY COUNTY, TENNESSEE

This Contract, by and between **Obion County Government**, and **Weakley County Government**, hereinafter referred to as the "**Contractor**," is for the provision of providing treatment services for the 27th Judicial District Drug Court., as further defined in the "SCOPE OF SERVICES."

The Contractor is Weakley County Government.

The Contractor's address is:

Weakley County Court House,

Dresden, Tennessee 38225

A. SCOPE OF SERVICES:

A.1. Weakley County Government will employ a licensed alcohol and drug abuse counselor as the Drug Court Program Therapist and will provide twelve to eighteen months of drug abuse treatment and testing services for the 27th Judicial District Drug Court referrals to include initial screens for appropriateness of program for the individual. The screening will include psychosocial and alcohol and other drug assessment. The offenders needing further assessments will be referred to the appropriate resources with documentation and follow-up reported to the 27th JD Drug Court Program Director.

The Program Therapist will document and track all participants' progress in the treatment program through use of treatment plans and progress notes. The treatment plan will be behaviorally specific according to the individual needs of that participant and strength-based with measurable goals and objectives and target dates for accomplishment. Treatment goals will be reviewed at a minimum every quarter, or as clinically necessary due to major clinical changes, or when major life, family or social circumstances may complicate treatment. Updates will be sent to the 27th JD Drug Court Program Director and reviewed with the Drug Court Team as needed.

Sessions for the participants will include life skills education classes. Examples of these skills will be anger management, money management, stress management and time management as well as others. In therapy participants can address issues motivation, building skills to resist drug use and increase problem-solving abilities. Individual counseling will be provided as needed as indicated by ongoing assessment. The areas of employment and educational needs will be assessed initially and ongoing during treatment. If referrals are necessary the 27th JD Drug Court Program Director will be notified.

Family Therapy session will be provided at the request of group participants and family members. Family therapy will be provided by a Licensed Marital and Family Therapist. Family therapy notes will be maintained in a separate file folder for confidentiality. The Program Therapist will provide a cognitive behavioral therapy model commonly called MRT, which encourages restructuring old beliefs and values, and the development of positive coping skills in a drug free environment. Groups will be sensitive to gender and age and offered separately if needed. The treatment record will reflect materials utilized in sessions, which will be provided to the Drug Court Program Director. Therapeutic or medical support services will be referred if the need is assessed. The continuum of care services would include referral for residential treatment, halfway houses, HIV/STD testing and support services, medical and dental care and psychiatric assessments. All referrals will be documented and appropriate releases obtained in order to facilitate ongoing communication of progress to keep the Drug Court abreast of participants' status.

The next component of the Drug Court Treatment Program will be the conducting of random drug urine screens as required in each phase of treatment. The random drug screen logs will reflect date, time, and drugs tested for on each participant and will be accessible to the Program Director at any time for review. The samples will be obtained by the Therapist, utilizing direct observation. Any positive screen may be sent to the laboratory for confirmation testing at the participants' expense. The Therapist will report all positive drug test results to the Drug Court on a weekly basis. A report will be made to the Drug Court Program Director prior to weekly court status hearings.

The Program Therapist will attend weekly status meetings and will make recommendations concerning graduation eligibility for participants who have completed the Drug Court program. Participants of the Drug Court Program will be given the opportunity to evaluate the Program's services at the exit of the Program. The survey will address and evaluate the effectiveness of the program, counselors, scheduling and other issues that would impact their participation.

Aftercare meetings will be available and encouraged of all graduates of the program. The principles for effective treatment encourage more involvement – greater success. The development of mentoring and support groups will be encouraged.

The Program Therapist will maintain all original documentation such as ASI assessments, summaries, progress notes, treatment plans, drug testing results and other reports and logs. This documentation as well as special requests will be provided to the Drug Court and 27th JD Drug Court Program Director upon request.

SEE ATTACHMENT A FOR PHASE CHART

B. CONTRACT TERM:

- B.1. Contract Term. This Contract shall be effective for the period of 15 months, commencing on April 1, 2005 and ending on June 30, 2006. The Grantor shall have no obligation for services rendered by the Contractor, which are not performed within the specified period.
- B.2. Term Extension. Obion County reserves the right to extend this Contract for an additional period or periods of time representing increments of no more than one year and a total contract term of no more than *twenty seven months (27 months)* s, provided that Obion County notifies the Contractor in writing of its intention to do so at least thirty days (30] days prior to the contract expiration date. An extension of the term of this Contract will be effected through an amendment to the Contract. If the extension of the Contract necessitates additional funding beyond that which was included in the original Contract, the increase in Obion County's maximum liability will also be effected through an amendment to the Contract and shall be based upon rates provided for in the original contract.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the Obion County under this Contract exceed Ninety Thousand and 00/100 (\$90,000.00). The amount paid against the grant shall be in increments of *eighteen thousand dollars* (\$18,000.00) for fiscal year 2004-2005 and *seventy two thousand* (\$72,000.00) for fiscal year 2005-2006. The Service Rates in Section C.3 shall constitute the entire compensation due the Contractor for the Service and all of the Contractor's obligations hereunder regardless of the difficulty, materials or equipment required. The Service Rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by Obion County. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless Obion County requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the Service Rates detailed in Section C.3. Obion County is under no obligation to request work from the Contractor in any specific dollar amounts

or to request any work at all from the Contractor during any period of this Contract.

- C.2. Compensation Firm. The Service Rates and the Maximum Liability of the Contractor under this Contract are firm for the duration of the Contract and are not subject to escalation for any reason unless amended.
- C.3. Payment Methodology. The Contractor shall be compensated based on the Service Rates herein for units of service authorized by the Contractor in a total amount not to exceed the Contract Maximum Liability established in Section C.1. The Contractor's compensation shall be contingent upon the satisfactory completion of units of service or project milestones defined in Section A. The Contractor shall be compensated based upon the following Service Rates:

WEAKLEY COUNTY WILL HIRE ONE LICENSED ALCOHOL AND DRUG ABUSE COUNSELOR TO BE PAID AN ANNUAL SALARY NOT TO EXCEED *FORTY TWO THOUSAND DOLLARS* (\$42,000.00) FOR FISCAL YEAR 2005-2006 AND WILL BE PAID AN AMOUNT NOT TO EXCEED *TEN THOUSAND FIVE HUNDRED DOLLARS* (\$10,500.00) FOR FISCAL YEAR 2004-2005. AN ADDITIONAL *THREE THOUSAND DOLLARS* (\$3,000.00) WILL BE BUDGETED TO PAY FOR A REPLACEMENT COUNSELOR IN THE EVENT OF VACATION TIME, ILLNESS, ETC FOR FISCAL YEAR 2005-2006

The Contractor shall submit quarterly invoices, in form and substance acceptable to Obion County with all of the necessary supporting documentation, prior to any payment.

- C.4. Travel Compensation. The Contractor shall not be compensated or reimbursed for travel, meals, or lodging.
- C.5. Payment of Invoice. The payment of the invoice by Obion County shall not prejudice Obion County's right to object to or question any invoice or matter in relation thereto. Such payment by Obion County shall neither be construed as acceptance of any part of the work or service provided nor as an approval of any of the amounts invoiced therein.
- C.6. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by Obion County, on the basis of audits conducted in accordance with the terms of this contract, not to constitute proper remuneration for compensable services.

- C.7 Obion County's financial obligations under this contract shall be limited to funds received from a Byrne Grant (#Z-99088427) and to appropriations previously authorized by Obion County and Weakley County pursuant to TCA 55-10-452 (DUI fines) and TCA 16-22-109 (Drug Court Treatment Act).
- D. STANDARD TERMS AND CONDITIONS:
- D.1. Required Approvals. Obion County is not bound by this Contract until it is approved by the appropriate County officials in accordance with applicable Tennessee State laws and regulations.
- D.2. Modification and Amendment. This Contract may be modified only by a written amendment executed by all parties hereto and approved by the appropriate Tennessee State officials in accordance with applicable Tennessee State laws and regulations.
- D.3. Termination for Convenience. Obion County may terminate this Contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by Obion County. Obion County shall give the Contractor at least thirty days(30) days written notice before the effective termination date. The Contractor shall be entitled to receive compensation for satisfactory, authorized service completed as of the termination date, but in no event shall Obion County be liable to the Contractor for compensation for any service which has not been rendered. Upon such termination, the Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.4. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor violates any terms of this Contract, Obion County shall have the right to immediately terminate the Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Contractor shall not be relieved of liability to Obion County for damages sustained by virtue of any breach of this Contract by the Contractor.
- D.5. Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of Obion County. If such subcontracts are approved by Obion County, they shall contain, at a minimum, sections of this Contract pertaining to "Conflicts of Interest" and "Nondiscrimination" (sections D.6. and D.7.). Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work performed.
- D.6. Conflicts of Interest. The Contractor warrants that no part of the total Contract Amount shall be paid directly or indirectly to an employee or official of the Obion County as wages, compensation, or gifts in exchange for acting as an officer,

agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed relative to this Contract.

- D.7. Nondiscrimination. The Contractor 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 Contract or in the employment practices of the Contractor on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Contractor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.8. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar notices prepared and released by the Contractor shall include the statement, "This project is funded under an agreement with the State of Tennessee, Department of Finance and Administration, Office of Criminal Justice Programs." Any such notices by the Contractor shall be approved by the State
- D.9. Records. The Contractor shall maintain documentation for all charges against Obion County under this Contract. The books, records, and documents of the Contractor, insofar as they relate to work performed or money received under this contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by Obion County, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.
- D.10. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by Obion County, the Comptroller of the Treasury, or their duly appointed representatives.
- D.11. Progress Reports. The Contractor shall submit brief, periodic, progress reports to Obion County as requested.
- D.12. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.
- D.13. Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create an employer/employee relationship or to allow either to

exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

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

- D.14. Agency Liability. Obion County shall have no liability except as specifically provided in this Contract.
- D.15. Force Majeure. The obligations of the parties to this contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, acts of God, riots, wars, strikes, epidemics or any other similar cause.
- D.16. State and Federal Compliance. The Contractor shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.
- D.17. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Contractor 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 Contract. The Contractor acknowledges and agrees that any rights or claims against Obion County or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under *Tennessee Code Annotated*, Sections 9-8-101 through 9-8-407.
- D.18. Completeness. This Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.19. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.
- D.20. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this 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 Contract, these special terms and conditions shall control.
- E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by facsimile transmission, by overnight courier service, or by first class mail, postage prepaid, addressed to the respective party at the appropriate facsimile number or address as set forth below or to such other party, facsimile number, or address as may be hereafter specified by written notice.

Obion County:

Obion County Government County Mayor, Gaylon Long
Bill Burnett Circle
Obion County Court House

Union City, Tennessee
731-885-9611

The Contractor:

Weakley County Government County Mayor, Ron Gifford
Weakley County Court House

Dresden, Tennessee
731-364-5413

All instructions, notices, consents, demands, or other communications shall be considered effectively given as of the day of delivery; as of the date specified for overnight courier service delivery; as of three (3) business days after the date of mailing; or on the day the facsimile transmission is received mechanically by the telefax machine at the receiving location and receipt is verbally confirmed by the sender if prior to 4:30 p.m. CST. Any communication by facsimile transmission shall also be sent by United States mail on the same date of the facsimile transmission.

- E.3. Subject to Funds Availability. The Contract is subject to the appropriation and availability of Obion County and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, Obion County reserves the right to terminate the Contract upon written notice to the Contractor. Said termination shall not be deemed a breach of Contract by Obion County. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. Should such an event occur, the Contractor shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Contractor shall have no right to recover from Obion

County any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

E.4. Breach. A party shall be deemed to have breached the Contract if any of the following occurs:

- failure to perform in accordance with any term or provision of the Contract;
- partial performance of any term or provision of the Contract;
- any act prohibited or restricted by the Contract, or
- violation of any warranty.

For purposes of this contract, these items shall hereinafter be referred to as a “Breach.”

a. Contractor Breach— Obion County shall notify Contractor in writing of a Breach.

- (1) In event of a Breach by Contractor, Obion County shall have available the remedy of Actual Damages and any other remedy available at law or equity.
- (2) Liquidated Damages— In the event of a Breach, Obion County may assess Liquidated Damages. Obion County shall notify the Contractor of amounts to be assessed as Liquidated Damages. The parties agree that due to the complicated nature of the Contractor’s obligations under this Contract it would be difficult to specifically designate a monetary amount for a Breach by Contractor as said amounts are likely to be uncertain and not easily proven. Contractor hereby represents and covenants it shall carefully review the Liquidated Damages submitted and determine if said amount represents a reasonable relationship between the amount and what might reasonably be expected in the event of Breach, and whether it is a reasonable estimate of the damages that would occur from a Breach. It is hereby agreed between the parties that the Liquidated Damages represent solely the damages and injuries sustained by Obion County in losing the benefit of the bargain with Contractor and do not include any injury or damage sustained by a third party. The Contractor agrees that the liquidated damage amount is in addition to any amounts Contractor may owe Obion County pursuant to the indemnity provision or other section of this Contract.

Obion County may continue to withhold the Liquidated Damages or a portion thereof until the Contractor cures the Breach, the Agency exercises its option to declare a Partial Default, or Obion County terminates the Contract. Obion County is not obligated to assess Liquidated Damages before availing itself of any other

remedy. Obion County may choose to discontinue Liquidated Damages and avail itself of any other remedy available under this Contract or at law or equity; provided, however, Contractor shall receive a credit for said Liquidated Damages previously withheld except in the event of a Partial Default.

- (3) Partial Default— In the event of a Breach, Obion County may declare a Partial Default. In which case, Obion County shall provide the Contractor written notice of: (1) the date which Contractor shall terminate providing the service associated with the Breach; and (2) the date Obion County will begin to provide the service associated with the Breach. Notwithstanding the foregoing, Obion County may revise the time periods contained in the notice written to the Contractor.

In the event Obion County declares a Partial Default, Obion County may withhold, together with any other damages associated with the Breach, from the amounts due the Contractor the greater of: (1) amounts which would be paid the Contractor to provide the defaulted service; or (2) the cost to Obion County of providing the defaulted service, whether said service is provided by Obion County or a third party. To determine the amount the Contractor is being paid for any particular service, the Department shall be entitled to receive within five (5) days any requested material from Contractor. Obion County shall make the final and binding determination of said amount.

Obion County may assess Liquidated Damages against the Contractor for any failure to perform, which ultimately results in a Partial Default with said Liquidated Damages to cease when said Partial Default is effective. Upon Partial Default, the Contractor shall have no right to recover from Obion County any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount. Contractor agrees to cooperate fully with Obion County in the event a Partial Default is taken

- (4) Contract Termination— In the event of a Breach, Obion County may terminate the Contract immediately or in stages. The Contractor shall be notified of the termination in writing by Obion County. Said notice shall hereinafter be referred to as Termination Notice. The Termination Notice may specify either that the termination is to be effective immediately, on a date certain in the future, or that the Contractor shall cease operations under this Contract in stages. In the event of a termination, Obion County may withhold any amounts, which may be due, Contractor without waiver of any other remedy or damages available to Obion County

at law or at equity. The Contractor shall be liable to Obion County for any and all damages incurred by Obion County and any and all expenses incurred by Obion County, which exceed the amount Obion County, would have paid Contractor under this Contract. Contractor agrees to cooperate with Obion County in the event of a Contract Termination or Partial Takeover.

- b. Agency Breach— In the event of a Breach of contract by Obion County, the Contractor shall notify Obion County in writing within 30 days of any Breach of contract by Obion County. Said notice shall contain a description of the Breach. Failure by the Contractor to provide said written notice shall operate as an absolute waiver by the Contractor of Obion County's Breach. In no event shall any Breach on the part of Obion County excuse the Contractor from full performance under this Contract. In the event of Breach by Obion County, the Contractor may avail itself of any remedy at law in the forum with appropriate jurisdiction; provided, however, failure by the Contractor to give Obion County written notice and opportunity to cure as described herein operates as a waiver of Obion County's Breach. Failure by the Contractor to file a claim before the appropriate forum in Tennessee with jurisdiction to hear such claim within one (1) year of the written notice of Breach shall operate as a waiver of said claim in its entirety. It is agreed by the parties this provision establishes a contractual period of limitations for any claim brought by the Contractor.

E.5. Partial Takeover. Obion County may, at its convenience and without cause, exercise a partial takeover of any service which the Contractor is obligated to perform under this Contract, including but not limited to any service which is the subject of a subcontract between Contractor and a third party, although the Contractor is not in Breach (hereinafter referred to as "Partial Takeover"). Said Partial Takeover shall not be deemed a Breach of Contract by Obion County. Contractor shall be given at least 30 days prior written notice of said Partial Takeover with said notice to specify the area(s) of service Obion County will assume and the date of said assumption. Any Partial Takeover by Obion County shall not alter in any way Contractor's other obligations under this Contract. Obion County may withhold from amounts due the Contractor the amount the Contractor would have been paid to deliver the service as determined by Obion County. The amounts shall be withheld effective as of the date Obion County assumes the service. Upon Partial Takeover, the Contractor shall have no right to recover from Obion County any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

E.6. Agency Ownership of Work Products. Obion County shall have all ownership right, title, and interest, including ownership of copyright, in all work products created, designed, developed, derived, documented, installed, or delivered to Obion County under this Contract with the exception of treatment notes. Obion County shall have royalty-free and unlimited rights to use, disclose, reproduce, or

whatsoever, all said work products. The Contractor shall furnish such information and data upon request of Obion County, in accordance with the Contract and applicable Agency law.

- E.7. Competitive Procurements. This Contract provides for reimbursement of the cost of goods, materials, supplies, equipment, or services. Such procurements shall be made on a competitive basis, where practical.
- E.8. Agency Furnished Property. The Contractor shall be responsible for the correct use, maintenance, and protection of all articles of nonexpendable, tangible, personal property furnished by Obion County for the Contractor's temporary use under this Contract. Upon termination of this Contract, all property furnished shall be returned to Obion County in good order and condition as when received, reasonable use and wear thereof excepted. Should the property be destroyed, lost, or stolen, the Contractor shall be responsible to Obion County for the residual value of the property at the time of loss.
- E.9. Incorporation of Additional Documents. Included in this Contract by reference are the following documents:
- a. The Contract document and its attachments
 - b. All Clarifications and addenda made to the Contractor's Proposal

In the event of a discrepancy or ambiguity regarding the Contractor's duties, responsibilities, and performance under this Contract, these documents shall govern in order of precedence detailed above.

- E.10. Workpapers Subject to Review. The Contractor shall make all audit, accounting, or financial analysis workpapers, notes, and other documentation 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 Contract.
- E.11. Lobbying. The Contractor certifies, to the best of its knowledge and belief, that:

No federally appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, 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, and entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

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 Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

- E.12. Public Funding Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Contractor relative to this Contract shall include the statement, "This project is funded under an agreement with the State of Tennessee." Any such notices by the Contractor shall be approved by Obion County.
- E.13. Prohibited Advertising. The Contractor shall not refer to this Contract or the Contractor's relationship with Obion County hereunder in commercial advertising in such a manner as to Agency or imply that the Contractor or the Contractor's services are endorsed.
- E.14. Confidentiality of Records. Strict standards of confidentiality of records shall be maintained in accordance with the law. All material and information, regardless of form, medium or method of communication, provided to the Contractor by Obion County or acquired by the Contractor on behalf of the Agency shall be regarded as confidential information in accordance with the provisions of State law and ethical standards and shall not be disclosed, and all necessary steps shall be taken by the Contractor to safeguard the confidentiality of such material or information in conformance with State law and ethical standards.

The Contractor will be deemed to have satisfied its obligations under this section by exercising the same level of care to preserve the confidentiality of Obion County's information as the Contractor exercises to protect its own confidential information so long as such standard of care does not violate the applicable provisions of the first paragraph of this section.

The Contractor's obligations under this section do not apply to information in the public domain; entering the public domain but not from a breach by the Contractor of this Contract; previously possessed by the Contractor without written obligations to Obion County to protect it; acquired by the Contractor without written restrictions against disclosure from a third party which, to the Contractor's knowledge, is free to disclose the information; independently developed by the Contractor without the use of Obion County's information; or, disclosed by Obion County to others without restrictions against disclosure.

It is expressly understood and agreed the obligations set forth in this section shall survive the termination of this Contract.

- E.15. Copyrights and Patents. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims or suits which may be brought against Obion County for infringement of any laws regarding patents or copyrights which may arise from the Contractor's performance of this Contract. In any such action brought against Obion County, the Contractor shall satisfy and indemnify Obion County for the amount of any final judgment for infringement. The Contractor further agrees it shall be liable for the reasonable fees of attorneys for Obion County in the event such service is necessitated to enforce the terms of this Contract or otherwise enforce the obligations of the Contractor to Obion County. Obion County shall give the Contractor written notice of any such claim or suit and full right and opportunity to conduct the Contractor's own defense thereof.
- E.16. Public Accountability. If this Contract involves the provision of services to citizens by the Contractor on behalf of Obion County, the Contractor agrees to establish a system through which recipients of services may present grievances about the operation of the service program, and the Contractor agrees to display a sign stating:
"NOTICE: This Contractor is a recipient of taxpayer funding. If you observe an employee engaging in any activity which you consider to be illegal or improper, please call the State Comptroller's toll free hotline: 1-800-232-5454"
- Said sign shall be displayed in a prominent place, located near the passageway(s) through which the public passes to receive Agency funded services.
- E.17. Environmental Tobacco Smoke. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the Tennessee "Children's Act for Clean Indoor Air of 1995," the Contractor shall prohibit smoking of tobacco products within any indoor premises in which services are provided pursuant to this Contract to individuals under the age of eighteen (18) years. The Contractor 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 Contract.
- E.18. Authorized Individuals. Each party hereto has provided the other party hereto with a list identifying the individuals from whom the other party is authorized to accept any notices, requests, demands, or other advice which may be given hereunder by the party providing such list. Said lists, are provide on the last page of this document and shall be valid until revoked or amended by further written notice. The parties hereto shall only be entitled to rely on notices, requests, demands, or other advice given by such individuals.
- E.19. Date/Time Hold Harmless. As required by *Tennessee Code Annotated*, Section 12-4-118, the contractor shall hold harmless and indemnify the State of Tennessee; its officers and employees; and any agency or political subdivision of

Obion County for any breach of contract caused directly or indirectly by the failure of computer software or any device containing a computer processor to accurately or properly recognize, calculate, display, sort or otherwise process dates or times.

- E.20. Hold Harmless. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Contractor, its employees, or any person acting for or on its or their behalf relating to this Contract. The Contractor further agrees it shall be liable for the reasonable cost of attorneys for Obion County in the event such service is necessitated to enforce the terms of this Contract or otherwise enforce the obligations of the Contractor to Obion County.

In the event of any such suit or claim, the Contractor shall give Obion County immediate notice thereof and shall provide all assistance required by Obion County in Obion County's defense. Obion County shall give the Contractor written notice of any such claim or suit, and the Contractor shall have full right and obligation to conduct the Contractor's own defense thereof. Nothing contained herein shall be deemed to accord to the Contractor, through its attorney(s), the right to represent the State of Tennessee in any legal matter, such rights being governed by *Tennessee Code Annotated*, Section 8-6-106.

- E.21. Debarment and Suspension. The Contractor certifies, to the best of its knowledge and belief, that it and its 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 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 for 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 Contract had one or more public transactions (Federal, State, or Local) terminated for cause or default.

- E.22. HIPAA Compliance. The State and Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its accompanying regulations. Grantee warrants to the State that it is familiar with the requirements of HIPAA and its accompanying regulations, and will comply with all applicable HIPAA requirements in the course of this contract. Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by HIPAA and its regulations, in the course of performance of this Grant Contract so that both parties will be in compliance with HIPAA. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by HIPAA and that are reasonably necessary to keep the State and Grantee in compliance with HIPAA. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by HIPAA, or if HIPAA permits the State to receive such information without entering into a business associate agreement or signing another such document.
- E. 23. XML Language Compatibility. The Grantee agrees that if grant funds are used to purchase computer systems then the Grantee shall ensure that the systems are XML compatible.
- E.24. Counter-terrorism Efforts. The Grantee agrees when funds are spent on counter-terrorism or first-responder efforts, the Grantee shall notify the State of Tennessee's Department of Homeland Security to ensure coordination of such efforts.
- E.25. National Historical Preservation Act Compliance The Grantee shall adhere to the National Historical Preservation Act Compliance, Section 106 of the National Historic Preservation Act (16 U.S.C. Section 470, et seq., as amended) which states that prior to use of any grant funds to renovate, alter, or otherwise improve the exterior or interior of a building, applicants for federal funds must establish identification, record keeping, reporting, consultation and decision-making processes within their programs or procedures for administering grant funds. The Grantee agrees to contact the Office of Criminal Justice Programs for additional implementation guidance before deciding on any renovation work for which the Grantee is unsure of the application of this condition.

The 27th Judicial District Drug Court enters into this contract for the sole purpose of approving the contract between the two counties.

IN WITNESS WHEREOF:

Honorable William B. Acree, Jr.
27th Judicial District Drug Court Judge

Date

Weakley County, Tennessee

Ron Gifford, County Mayor

Date

Obion County Government

Gaylon Long, County Mayor

Date

Phase I 45 Days Minimum Program Participation

TREATMENT	FREQUENCY	PROVIDER
Assessment	Prior to entry	Treatment Provider
I.O.P.	Upon entry-12 hrs per wk	Treatment Provider
Treatment Plan Set	Upon entry & after assessment	Treatment Provider
	24-48 hrs	
	Master plan-4 days	
Individual Counseling	As indicated by assessment	Treatment Provider
MRT Step work	On going	Treatment Provider
Family/Sign. Other Contact	As indicated by assessment	Treatment Provider
SUPV./TESTING	FREQUENCY	PROVIDER
Drug Screens	1 times per wk (min) with possible random screens	Treatment Provider
Contact/Supervision	1 home visit wkly	WSCN
	1 office visit wkly	WSCN
	1 court visit wkly	OCCC/WCCC
	*	*
	1 Knock and Talk	Local Law Enforcement
House Arrest-unless otherwise indicated	As determined by Case Officer	WSCN
	REQUIREMENTS FOR Phase I Completion	
Clean & sober 45 continuous days	Complete minimum of 25 hrs of community service	Complete to MRT Step VII
Gainful Employment	Follow Payment Plan with Westate Corrections Network	Recommendation from Drug Court Team
*	*	*

ATTACHMENT A

Phase II 6 Month Minimum Program Participation

TREATMENT	FREQUENCY	PROVIDER
Group Therapy	4 hrs per wk (min)	Treatment Provider
Individual Sessions	As indicated by assessment	Treatment Provider
*	*	*
Treatment Plan	Weekly	Treatment Provider
Family/Other Contact	Monthly	WSCN
Supv./Testing	FREQUENCY	PROVIDER
Drug Screens	1 times per wk (min) with possible random screen	Treatment Provider
Court	2 times per month	OCCC/WCCC
Home Visit	2 times per month	WSCN
Community Police Visit	2 times per month-random	Local Law Enforcement
Office	1 time per wk	WSCN
*		
7 P.M. Curfew	Curfew-7 P.M.	WSCN
	Phase II Completion Requirements	
Employment &/or School/Vocational for 4 continuous months	GED	Completion of 50 hrs Community Service
Costs. Fines, Fees & Restitution Current as approved by WSCN	Recommendation from Drug Court Team	

ATTACHMENT B
Grant Budget Summary

Refer to Department of Finance and Administration Policy 03, Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A for further definition of each expense object line-item in the model budget format. Policy 03 can be found on the internet:
<http://www.state.tn.us/finance/rds/ocr/policy03.pdf>.

THE FOLLOWING IS APPLICABLE TO EXPENSE INCURRED IN THE PERIOD: 04/01/05 through 06/30/ 05
(Month/Day/Year) (Month/Day/Year)

Expense By Object:		Federal	Match	Total Fed. + Match
1	Salaries and Wages			\$10,500.00
2	Employee Benefits & Payroll Taxes			4,410.00
3	Total Personnel Expenses			\$14,910.00
4	Professional Fees			
5	Supplies			\$3,090.00
6	Telephone			
7	Postage and Shipping			
8	Occupancy			
9	Equipment Rental & Maintenance			
10	Printing and Publication			
11	Travel			
12	Conferences and Meetings			
13	Interest	N/A	N/A	\$ 0
14	Insurance			
15	Grants and Awards	N/A	N/A	\$ 0
16	Specific Assistance to Individuals	N/A	N/A	\$ 0
17	Depreciation	N/A	N/A	\$ 0
18	Other Non-personnel Expenses (Confidential Funds, etc.)			
19	Total Nonpersonnel Expenses			\$3090.00
20	(Equipment) Reimbursable Capital Purchases			
21	Total Direct Program Expenses			\$18,000.00
22	Administrative Expenses	N/A	N/A	\$ 0
23	Total Direct & Admin Expenses			
24	In-Kind Expenses	N/A	N/A	\$ 0
25	Total Expenses			\$18,000.00

Round all amounts to nearest Dollar

FEDERAL	\$
MATCH %	\$
TOTAL (MUST EQUAL LINE 25)	\$ 18,000.00

Match Source	Total

ATTACHMENT B
Grant Budget Summary

Refer to Department of Finance and Administration Policy 03, Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A for further definition of each expense object line-item in the model budget format. Policy 03 can be found on the internet:
<http://www.state.tn.us/finance/rds/ocr/policy03.pdf>.

THE FOLLOWING IS APPLICABLE TO EXPENSE INCURRED IN THE PERIOD: 07/01/05 through 06/30/06
(Month/Day/Year) (Month/Day/Year)

Expense By Object:		Federal	Match	Total Fed. + Match
1	Salaries and Wages			\$45,000.00
2	Employee Benefits & Payroll Taxes			17,640.00
3	Total Personnel Expenses			\$62,640.00
4	Professional Fees			
5	Supplies			\$9,360.00
6	Telephone			
7	Postage and Shipping			
8	Occupancy			
9	Equipment Rental & Maintenance			
10	Printing and Publication			
11	Travel			
12	Conferences and Meetings			
13	Interest	N/A	N/A	\$ 0
14	Insurance			
15	Grants and Awards	N/A	N/A	\$ 0
16	Specific Assistance to Individuals	N/A	N/A	\$ 0
17	Depreciation	N/A	N/A	\$ 0
18	Other Non-personnel Expenses (Confidential Funds, etc.)			
19	Total Nonpersonnel Expenses			\$9,360.00
20	(Equipment) Reimbursable Capital Purchases			
21	Total Direct Program Expenses			\$72,000.00
22	Administrative Expenses	N/A	N/A	\$ 0
23	Total Direct & Admin Expenses			
24	In-Kind Expenses	N/A	N/A	\$ 0
25	Total Expenses			\$72,000.00

42,000

Round all amounts to nearest Dollar

FEDERAL	\$
MATCH %	\$
TOTAL (MUST EQUAL LINE 25)	\$ 72,000.00

Match Source	Total