

State of Tennessee  
County of Henry..

Be it remembered that the County Commission met in a regular session at the Courthouse in Henry County, Tennessee on November 16, 2009 at 7:00 PM.

**PRESENT AND PRESIDING** the Honorable Brent Greer, Chairman,  
Pat Anderson, Deputy Clerk and the County Commissioners.

ITEM NO. 1 The meeting was opened by Chief Deputy Randy Gean.

ITEM NO. 2 Kenneth Humphreys led in the opening prayer.

ITEM NO. 3 Don Jones led in the pledge to the flag.

ITEM NO. 4 Roll Call

The Deputy Clerk called the roll with the following present:

Earl Anderson, Dell Carter, Mitchell Evans, Bobby Freeman, Kenneth Humphreys, Don Jones, Paul Mathenia, Connie McSwain, Paul Neal, Dan Paschall, Mary Warren, David Webb, Tim Wirgau.  
Absent- Jeff Hamlin & James Travis

ITEM NO. 5 Citizen's Forum

NONE AND THE CHAIR CLOSED

ITEM NO. 6 Commission's Forum

NONE AND THE CHAIR CLOSED

ITEM NO. 7 Consent Agenda

The consent agenda was presented with the addition of one notary application and a notary bond. A motion was made by Mitchell Evans and Seconded by Paul Neal to approve as presented with the additions. The items on the agenda were as follows:

Minutes of the October 19, 2009 meeting, various monthly reports, report of Property and total revenue collections to date, and the following Notary Public designations and notary bond:

Summer Singleton, Jill Coffield, Carol A. Willoughby, Elnora Jane Rowlett, Judith D. Meeks, Philip J. Price, Sandy Love, Jessica Leann Moore, Julie A. St. Onge, Albert Wade, Jr.

Albert Wade, Jr. Principal , Steve Greer and Lee M. Greer III, sureties

VOICE VOTE CARRIED

ITEM NO. 8 Budget Transfer

Resolution #1-11-09 was presented by Commissioner Humphreys to authorize changes in the Henry County General Purpose School Fund. A motion was made by Kenneth Humphreys and seconded by Don Jones to Approve the resolution as presented.

Ayes- Earl Anderson, Dell Carter, Mitchell Evans, Bobby Freeman, Kenneth Humphreys, Don Jones, Paul Mathenia, Connie McSwain, Paul Neal, Dan Paschall, James Travis, Mary Warren, David Webb, Tim Wirgau.  
Absent- Jeff Hamlin

MOTION CARRIED

**RESOLUTION #1-11-09**

**A RESOLUTION OF THE HENRY COUNTY, TENNESSEE BOARD OF COMMISSIONERS TO AUTHORIZE CERTAIN CHANGES IN THE BUDGET FOR THE HENRY COUNTY GENERAL PURPOSE SCHOOL FUND FOR FISCAL 2009-2010**

**WHEREAS**, the Board of County Commissioners of Henry County, Tennessee at its August Special Session, 2009, adopted the budget for the Henry County General Purpose School Fund for fiscal 2009-2010; and,

**WHEREAS**, the said Board of County Commissioners of Henry County, Tennessee must authorize and approve any and all changes and amendments of the said budget of the Henry County General Purpose School Fund; and,

**WHEREAS**, the expenditures authorized in the said budget of the Henry County General Purpose School Fund will be insufficient in certain line items with funds being available for transfer; and,

**WHEREAS**, it is necessary and appropriate that the said budget of the Henry County General Purpose School Fund be amended to provide additional funds for certain line items.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of County Commissioners of Henry County, Tennessee assembled in regular session on this the 16<sup>th</sup> day of November 2009, a majority or more of said membership concurring, that the budget for the Henry County General Purpose School Fund be and hereby is amended as follows,

to-wit:

<b>Account No.</b>	<b>Description</b>	<b>Amount</b>	<b>Amount</b>
<b><u>Reserves and Fund Balance</u></b>			
<b><u>Decrease Reserve Account</u></b>			
34379	Reserve for Career Ladder - Extended Contract	34,908.00	
<b><u>Increase Reserve Account</u></b>			
39000	Undesignated Fund Balance		25,505.00
<b><u>Revenue</u></b>			
<b><u>Increase Revenue Accounts</u></b>			
43990	Other Charges for Services Head Start Reimbursement for Ed. Asst in Pre K Lottery	401.00	
44130	Sale of Materials & Supplies Flu Immunization Paid by Employees	195.00	
44570	Contributions & Gifts Pepsi Donation to Sign	3,500.00	
46511	Basic Education Program		36,818.00
46515	Early Childhood Education		

1,575.00

12,125.00

46590 Other State Education Funds  
Learn and Serve Grant

**Decrease Revenue Accounts**

40110 Current Property Tax 5,125.00  
46612 Career Ladder - Extended Contract 38,900.00

**Expenditures**

**Increase Expenditure Accounts**

71100 163 Educational Assistants 1,450.00  
71100 207 Medical Insurance 60,191.00  
71100 599 Other Charges 149.00  
71200 207 Medical Insurance 13,058.00  
71200 210 Unemployment Compensation 23.00  
  
71300 207 Medical Insurance 15,563.00  
71300 210 Unemployment Compensation 60.00  
71600 116 Teachers 2,412.00  
71600 189 Other Salaries & Wages 434.00  
71600 201 Social Security 177.00  
71600 204 State Retirement 188.00  
71600 207 Medical Insurance 222.00  
71600 212 Employer Medicare 41.00  
72110 189 Other Salaries & Wages 285.00  
72110 201 Social Security 18.00  
72110 204 State Retirement 22.00  
72110 207 Medical Insurance 102.00  
72110 212 Employer Medicare 4.00  
72120 131 Medical Personnel 864.00  
72120 189 Other Salaries & Wages 373.00  
72120 204 State Retirement 39.00  
72120 210 Unemployment Compensation 25.00  
72120 212 Employer Medicare 17.00  
72120 413 Drugs & Medical Supplies 195.00  
72130 161 Secretary(s) 248.00  
72130 207 Medical Insurance 14,538.00  
72210 105 Supervisors 11,414.00  
72210 161 Secretary(s) 259.00  
72210 162 Clerical Personnel 259.00  
72210 189 Other Salaries & Wages 676.00  
72210 201 Social Security 782.00  
72210 204 State Retirement 824.00  
72210 207 Medical Insurance 2,717.00  
72210 212 Employer Medicare 183.00  
72210 355 Travel 600.00

72210 499	Other Supplies & Materials	7,125.00
72215 207	Medical Insurance	137.00
72220 161	Secretary(s)	261.00
72220 207	Medical Insurance	238.00
72230 207	Medical Insurance	137.00
72230 210	Unemployment Compensation	20.00
72310 118	Secretary to Board	22.00
72310 189	Other Salaries & Wages	301.00
72310 201	Social Security	20.00
72310 204	State Retirement	24.00
72310 210	Unemployment Compensation	39.00
72310 212	Employer Medicare	5.00
72310 506	Liability Insurance	48.00
72310 599	Other Charges	10,375.00
72320 162	Clerical Personnel	259.00
72320 201	Social Security	16.00
72320 204	State Retirement	19.00
72320 207	Medical Insurance	5,037.00
72320 210	Unemployment Compensation	40.00
72320 212	Employer Medicare	4.00
72410 119	Accountants/Bookkeepers	235.00
72410 161	Secretary(s)	1,280.00
72410 162	Clerical Personnel	199.00
72410 207	Medical Insurance	11,042.00
72410 210	Unemployment Compensation	27.00
72510 119	Accountants/Bookkeepers	17,114.00
72510 201	Social Security	1,061.00
72510 204	State Retirement	1,299.00
72510 207	Medical Insurance	102.00
72510 212	Employer Medicare	248.00
72610 501	Boiler Insurance	72.00
72610 502	Building & Content Insurance	1,328.00
72620 161	Secretary(s)	113.00
72620 167	Maintenance Personnel	1,880.00
72620 201	Social Security	124.00
72620 204	State Retirement	151.00
72620 210	Unemployment Compensation	68.00
72620 212	Employer Medicare	28.00
72620 399	Other Contracted Services	1,800.00
72710 105	Supervisor/Director	462.00
72710 142	Mechanic(s)	1,074.00
72710 162	Clerical Personnel	246.00
72710 207	Medical Insurance	203.00
72710 210	Unemployment Compensation	96.00
72710 511	Vehicle & Equipment Insurance	411.00
73300 189	Other Salaries & Wages	

73300 201	Social Security	421.00
		26.00
73300 210	Unemployment Compensation	145.00
73300 212	Employer Medicare	6.00
73400 163	Educational Assistants.	511.00
73400 189	Other Salaries & Wages.	117.00
73400 198	Non-certified Substitute Teachers	1,370.00
73400 201	Social Security	124.00
73400 204	State Retirement.	48.00
73400 210	Unemployment Compensation	37.00
73400 212	Employer Medicare.	29.00
73400 399	Other Contracted Services	150.00
73400 499	Other Supplies & Materials.	1,414.00
73400 524	In-Service/Staff Development	2,000.00
	<b>Decrease Expenditure Accounts</b>	
71100 116	Teachers	20,166.00
71100 127	Career Ladder Extended Contracts	3,500.00
71100 189	Other Salaries & Wages	22,487.00
71100 201	Social Security	2,772.00
71100 204	State Retirement	3,116.00
71100 212	Employer Medicare	648.00
71150 116	Teachers	7,870.00
71150 163	Educational Assistants	6,214.00
71150 201	Social Security	873.00
71150 204	State Retirement	977.00
71150 207	Medical Insurance	3,322.00
71150 210	Unemployment Compensation	46.00
71150 212	Employer Medicare	204.00
71200 116	Teachers	180.00
71200 163	Educational Assistants	12,478.00
71200 201	Social Security	784.00
71200 204	State Retirement	959.00
71200 212	Employer Medicare	183.00
71300 116	Teachers	21,990.00
71300 201	Social Security	1,363.00
71300 204	State Retirement	1,412.00
71300 212	Employer Medicare	318.00
71600 429	Instructional Supplies and Materials	348.00
72110 499	Other Supplies & Materials	431.00
72120 201	Social Security	666.00
72120 207	Medical Insurance	
72130 123	Guidance Personnel	3,697.00


72130 201	Social Security	21,135.00
72130 204	State Retirement	1,295.00
72130 212	Employer Medicare	1,338.00
72220 105	Supervisor/Director	303.00
72220 201	Social Security	5,236.00
72220 204	State Retirement	309.00
72220 212	Employer Medicare	317.00
		73.00
72310 513	Workmen's Compensation Insurance	13,736.00
72410 104	Principal(s)	4,117.00
72410 139	Assistant Principal(s)	3,655.00
72410 201	Social Security	376.00
72410 204	State Retirement	369.00
72410 212	Employer Medicare	88.00
72620 207	Medical Insurance	203.00
72710 146	Bus Drivers	2,411.00
72710 201	Social Security	39.00
72710 204	State Retirement	48.00
72710 212	Employer Medicare	10.00
73300 207	Medical Insurance	3,722.00
73400 207	Medical Insurance	1,824.00
73400 429	Instructional Supplies & Materials	2,000.00
Total All Increases Decreases		269,130.00
		269,130.00
<b>Safe School Grant - ARRA</b>		
<u>Increase Revenue Account</u>		
46981	SFSF Safe Schools	8,900.00
<u>Increase Expenditure Account</u>		
72710 499	Other Supplies and Materials-Transportation	4,000.00
72130 499	Other Supplies and Materials-Student Support	4,900.00
Totals		8,900.00
		8,900.00


The Safe Schools Grant for 2009-10 will be used for bus surveillance supplies, bus driver training, radio communication, school surveillance, and identification badge machine supplies.

**BE IT FURTHER RESOLVED** that a true copy of this Resolution be spread upon


the Commission record of this date.

PASSED 11-16-09

  
 BRENT GREER, CHAIRMAN  
 HENRY COUNTY COMMISSION

  
 JERRY D. BOMAR  
 COUNTY CLERK

APPROVED 11-16-09

  
 BRENT GREER  
 COUNTY MAYOR

ROLL CALL

COUNTY COMMISSION, HENRY COUNTY, JERRY D. BOMAR, COUNTY CLERK  
 PARIS, TENNESSEE

A motion was made by Earl Anderson and seconded by Dell Carter to approve  
 Resolution #2-11-09 approving a contract between the State of Tennessee, Department  
 Of Mental Health and Developmental Disabilities and Henry County.

ITEM NO.9

	ABSENT	PRESENT	MOTION	SECOND	AYE	NO	ABSTAIN	PASS
ANDERSON, EARL			X		X			
CARTER, DELL				X.	X			
EVANS, MITCHELL					X			
FREEMAN, BOBBY					X			
HAMLIN, JEFF	X							
HUMPHREYS, KENNETH					X			
JONES, DON					X			
MATHENIA, PAUL					X			
MCSWAIN, CONNIE					X			
NEAL, PAUL					X			
PASCHALL, DAN					X			
TRAVIS, JAMES					X			
WARREN, MARY					X			
WEBB, DAVID					X			
WIRGAU, TIM					X			
TOTAL	1				14			

DATE : 11/16/2009

MOTION CARRIED

**RESOLUTION NO. 2-11-09**

**A RESOLUTION OF THE HENRY COUNTY, TENNESSEE BOARD OF COMMISSIONERS TO APPROVE A CONTRACT BETWEEN THE STATE OF TENNESSEE, DEPARTMENT OF MENTAL HEALTH AND DEVELOPMENTAL DISABILITIES AND HENRY COUNTY BOARD OF COMMISSIONERS**

**WHEREAS**, Henry County finds it essential to enter into a contract with the State of Tennessee, Department of Mental Health and Developmental Disabilities for Fiscal Year beginning July 1, 2009, and ending June 30, 2010; and

**WHEREAS**, it is necessary for the Board of Commissioners of Henry County, Tennessee to empower, authorize, and direct the County Mayor to act as agent for Henry County and sign the contract.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of Henry County, Tennessee, assembled in regular session on this 16<sup>th</sup> day of November, 2009, a majority or more of the membership concurring, does hereby empower, authorize, and direct the County Mayor of Henry County, Tennessee to enter into a contractual agreement with the State of Tennessee, Department of Mental Health and Developmental Disabilities for Fiscal Year beginning July 1, 2009, and ending June 30, 2010,


**BE IT FURTHER RESOLVED** that a true copy of this Resolution be spread upon the Commission record of this date.

PASSED 11-16-09

  
BRENT GREER, CHAIRMAN  
HENRY COUNTY COMMISSION

  
JERRY D. BOMAR  
COUNTY CLERK

APPROVED 11-16-09

  
BRENT GREER  
HENRY COUNTY MAYOR



**CONTRACT**  
**BETWEEN THE STATE OF TENNESSEE,**  
**DEPARTMENT OF MENTAL HEALTH AND DEVELOPMENTAL DISABILITIES**  
**AND**  
**HENRY COUNTY, TENNESSEE**

This Contract, by and between the State of Tennessee, DEPARTMENT OF MENTAL HEALTH AND DEVELOPMENTAL DISABILITIES, hereinafter referred to as the "State," Henry County, Tennessee, hereinafter referred to as the "Procuring Party," is to establish agreed rates and ensure payment for the evaluations and treatment necessary to evaluations ordered pursuant to Tennessee Code Annotated (T.C.A.) Title 33, Chapter 7, Part 3, as further defined in the "SCOPE OF SERVICES."

Procuring Party Federal Employer Identification Number: 62-6000667

WHEREAS, T.C.A. Title 33, Chapter 7, Part 3 provides that, under the circumstances described therein, a general sessions, criminal, or circuit court may order a defendant, charged only with misdemeanor crimes, to undergo outpatient evaluation and treatment;

WHEREAS, the State facilitates and arranges for the provision of said outpatient evaluation and treatment;

WHEREAS, T.C.A. Title 33, Chapter 7, Part 3 provides that, under the circumstances described therein, a general sessions, criminal, or circuit court may order a defendant, charged only with misdemeanor crimes, to be placed in a hospital or treatment resource, as defined by T.C.A. § 33-1-101 for the purposes of evaluation and for treatment necessary to the evaluation;

WHEREAS, the State's Regional Mental Health Institutes (RMHIs) are such hospitals or treatment resources;

WHEREAS, courts handling cases arising out of or associated with the Procuring Party's jurisdiction (i.e., geographical boundaries) will from time to time order that a defendant charged only with misdemeanor crimes be evaluated and treated on an outpatient basis; and sometimes inpatient basis and receive treatment necessary to the evaluation, if inpatient, at one of the State's RMHIs;

WHEREAS, the Procuring Party is statutorily obligated in all such cases to pay the cost of outpatient and inpatient evaluation and treatment necessary to the evaluation;

WHEREAS, it is in the interest of the contracting parties to establish agreed upon rates for the cost of outpatient evaluations and treatment; and evaluations and treatment necessary to the evaluations, if inpatient, at the RMHIs and establish how said cost will be paid and a timeline for payment;

NOW, THEREFORE, in consideration of the foregoing facts and circumstances, the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged by each of the parties, the State and Procuring Party hereby agree to the following:

**A. SCOPE OF SERVICES:**

A.1. The State shall have the following responsibilities and obligations under this Contract:

- a. When a court with appropriate jurisdiction orders the State to provide an evaluation and the treatment necessary to the evaluation of a criminal defendant charged only with misdemeanor crimes pursuant to and in accordance with T.C.A. Title 33, Chapter 7, Part 3, the State shall facilitate and arrange for the provision of outpatient evaluation and treatment and shall provide the inpatient evaluation and treatment as needed.
- b. The State shall facilitate the provision of a report of the results of outpatient evaluations to the court when completed, and shall notify the court when inpatient evaluation and/or treatment ordered by the court is complete and the defendant is to be discharged and transferred back to the jurisdiction of the court.
- c. The State shall accept payment as specified in Section C. as payment in full for the evaluation and treatment necessary to the evaluation of a defendant charged only with misdemeanor crimes when said evaluation and treatment are ordered pursuant to T.C.A. Title 33, Chapter 7, Part 3.

A.2. The Procuring Party shall have the following responsibilities and obligations under this Contract:

- a. When a court with appropriate jurisdiction orders the State to provide an evaluation and the treatment necessary to the evaluation of a defendant charged only with misdemeanor crimes pursuant to and in accordance with T.C.A. Title 33, Chapter 7, Part 3, the Procuring Party for whom the court is acting shall pay the State for said evaluation and treatment as specified in Section C.
- b. When court approval or certification of the cost to be paid by the Procuring Party under this Contract is required, the Procuring Party shall act in good faith and with diligence to facilitate the State's obtaining such court approval or certification.

**B. CONTRACT TERM:**

B.1. This Contract shall be effective for the period commencing on July 1, 2009 and ending on June 30, 2010.

B.2. The State reserves the right to extend this Contract for an additional period or periods of time representing increments of no more than one (1) year and a total contract term of no more than five (5) years, provided that such an extension of the contract term is effected prior to the current, contract expiration date by means of an amendment. If the term extension necessitates a change in rates, such change shall also be effected through an amendment.

**C. PAYMENT TERMS AND CONDITIONS:**

C.1. The Procuring Party shall reimburse the State at the rates and increments listed below for a defendant charged only with misdemeanor crimes pursuant to the T.C.A. Code section listed below:

Tennessee Code Annotated Section	Type of Service	Amount
§ 33-7-301(a)	Outpatient Competency to Stand Trial Evaluation	\$300.00 per service recipient
§ 33-7-301(a)	Outpatient Mental Condition at the Time of the Alleged Crime Evaluation	\$300.00 per service recipient

Tennessee Code Annotated Section	Type of Service	Amount
§ 33-7-301(a)	Both Outpatient Competency to Stand Trial and Mental Condition at the Time of the Alleged Crime Evaluations	\$300.00 per service recipient
§ 33-7-301(a)	Additional Mental Health Assessments in order to complete an outpatient evaluation under this part (must be authorized by State)	\$100.00 per assessment
§ 33-7-301(a)	Physician Services utilized to complete an outpatient evaluation under this part (must be authorized by State)	\$100.00 per service
§ 33-7-301(a)	Outpatient Competency to Stand Trial and/or Mental Condition at the Time of the Alleged Crime Evaluation for defendant housed in a Tennessee Department of Corrections (TDOC) facility located in a county served by the mental health center	\$500.00 per service recipient
§ 33-7-301(a)(4)	Outpatient Post-Conviction Competency to Proceed Evaluation (Must be authorized by State)	\$300.00 per service recipient
§ 33-7-301(a)(4)	Outpatient Post-Conviction Mental Condition Evaluation	\$300.00 per service recipient
§ 33-7-301(a)(4)	Outpatient Post-Conviction Mental Retardation Evaluation	\$300.00 per service recipient
§ 33-7-301(a)	Inpatient Evaluation and Treatment at a Regional Mental Health Institute (RMHI)	\$450.00 per service recipient per day
§ 33-7-301(b)	Inpatient Evaluation and Treatment at an RMHI	\$450.00 per service recipient per day
§ 33-7-303(a)	Outpatient Commitability of Insanity Acquittee Evaluation in accordance with Commitment Criteria of T.C.A. Title 33, Chapter 6, Part 5	\$600.00 per service recipient
§ 33-7-303(a)	Completion of Outpatient Treatment Plan for Insanity Acquittee Considered Not Committable [with or without Mandatory Outpatient Treatment (MOT) under T.C.A. § 33-7-303(b)]	\$300.00 per service recipient
§ 33-7-303(a) [Court Order entered before July 1, 2009]	Inpatient Evaluation and Treatment at an RMHI	\$450.00 per service recipient per day
§ 33-7-303(c)	Inpatient Evaluation and Treatment at an RMHI	\$450.00 per service recipient per day

- C.2. For inpatient evaluation and treatment, the Procuring Party shall be responsible for paying the daily rate to the State for the day a defendant charged with misdemeanor crimes only is admitted, herein "date of admission," and each day between the date of admission and the day the defendant is discharged, herein "date of discharge." The Procuring Party shall not be responsible for paying the daily rate for the date of discharge. For purposes of this Contract, the date of discharge shall be the date that the Procuring Party or the Procuring Party's transportation agent actually removes the defendant from the State's grounds.
- C.3. Procuring Party shall pay the State within thirty (30) calendar days after receiving an invoice from the State. If at the end of thirty (30) calendar days, the Procuring Party has not paid the invoice, the State shall issue a second invoice, and shall continue sending invoices at thirty (30) calendar day increments until reaching one hundred and twenty (120) calendar days for which the invoice remains unpaid. If the invoice remains unpaid at the end of the one hundred and twenty (120) day period, the State shall initiate collection efforts or refer the issue to the Tennessee Attorney General's Office.
- C.4. In the event that the State must procure interpreter services from non-state resources under court order or in order to effect an inpatient evaluation or treatment necessary to the evaluation, the Procuring Party shall reimburse the State the actual cost of the interpreter services.
- C.5. When a court with appropriate jurisdiction orders the State to provide an evaluation and the treatment necessary to the evaluation of a defendant charged only with misdemeanor crimes pursuant to and in accordance with T.C.A. Title 33, Chapter 7, Part 3; and the court finds the defendant financially able to pay for, and be responsible for, all or part of the costs and expenses for the evaluation and treatment, the Procuring Party shall pay the State the cost of the evaluation and treatment and seek reimbursement from the defendant. At no time shall the State seek payment directly from the defendant.

**D. STANDARD TERMS AND CONDITIONS:**

- D.1. Required Approvals. The State is not bound by this Contract until it is approved by the appropriate State 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. The Contract may be terminated by either party by giving written notice to the other, at least Thirty (30) days before the effective date of termination. Said termination shall not be deemed a Breach of Contract by the State. Should the State exercise this provision, the State shall have no liability to the Procuring Party. Should either the State or the Procuring Party exercise this provision, the Procuring Party shall be required to compensate the State for satisfactory, authorized services completed as of the termination date and shall have no liability to the State except for those units of service which can be effectively used by the Procuring Party. The final decision, as to what these units of service are, shall be determined by the State. In the event of disagreement, the Procuring Party may file a claim with the Tennessee Claims Commission in order to seek redress.
- Upon such termination, the Procuring Party 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 either party fails to properly perform or fulfill its obligations under this Contract in a timely or proper manner or violates any terms of this Contract, the other party shall have the right to immediately terminate the Contract. The Procuring Party shall compensate the State for completed services.
- D.5. Subcontracting. Neither the Procuring Party nor the State shall assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the other. If such subcontracts are approved, they shall contain, at a minimum, sections of this Contract below pertaining to "Conflicts of Interest," "Nondiscrimination," and "Records" (as identified by the section headings).
- D.6. Conflicts of Interest. The Procuring Party warrants that no 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 Procuring Party in connection with any work contemplated or performed relative to this Contract other than as required by Section A. of this Contract.
- D.7. Nondiscrimination. The State and the Procuring Party hereby agree, warrant, and assure 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 State or the Procuring Party 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.
- D.8. Records. The Procuring Party shall maintain documentation for its transactions with the State under this Contract. The books, records, and documents of the Procuring Party, insofar as they relate to work performed or money paid under this Contract, shall be maintained for a period of three (3) full years from the final date of this Contract and shall be subject to audit, at any reasonable time and upon reasonable notice, by the state agency, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.
- D.9. 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.10. 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 a 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.
- D.11. State Liability. The State shall have no liability except as specifically provided in this Contract.

- D.12. 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, natural disasters, riots, wars, epidemics, or any other similar cause.
- D.13. State and Federal Compliance. The Procuring Party and the State shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.
- D.14. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Procuring Party 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 Procuring Party acknowledges and agrees that any rights or claims against the State of Tennessee 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.15. 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.16. 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.17. 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 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. Any such communications, regardless of method of transmission, shall be addressed to the respective party at the appropriate mailing address, facsimile number, or EMAIL address as set forth below or to that of such other party or address, as may be hereafter specified by written notice.

The State:

Jeffery Feix, Ph.D, Director of Forensics Services  
Department of Mental Health and Developmental Disabilities  
425 5th Avenue North  
3rd Floor, Cordell Hull Building  
Nashville, Tennessee 37243  
[jeff.feix@tn.gov](mailto:jeff.feix@tn.gov)  
Telephone # (615) 532-6747  
FAX # (615) 253-3045

The Procuring Party:

Brent Greer, Henry County Mayor  
Henry County, Tennessee  
P. O. Box 7  
Paris, TN 38242  
b.greer@charterinternet.com  
Telephone # 731.642.5212  
FAX # 731.642.6531

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

E.3. Precedence. Both Parties to this Contract acknowledge that the relevant sections of Tennessee Code Annotated, Title 33, along with rules and policies and procedures issued in accordance therewith, shall take precedence over any conflicting terms of the court order.

E.4. 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 Procuring Party by the State or acquired by the Procuring Party on behalf of the State shall be regarded as confidential information in accordance with the provisions of applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards. Such confidential information shall not be disclosed, and all necessary steps shall be taken by the Procuring Party to safeguard the confidentiality of such material or information in conformance with applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards.

The Procuring Party'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 Procuring Party of this Contract; previously possessed by the Procuring Party without written obligations to the State to protect it; acquired by the Procuring Party without written restrictions against disclosure from a third party which, to the Procuring Party's knowledge, is free to disclose the information; independently developed by the Procuring Party without the use of the State's information; or, disclosed by the State to others without restrictions against disclosure. Nothing in this paragraph shall permit Procuring Party to disclose any information that is confidential under federal or state law or regulations, regardless of whether it has been disclosed or made available to the Procuring Party due to intentional or negligent actions or inactions of agents of the State or third parties.

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

E.5. HIPAA Compliance. The State and Procuring Party shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its accompanying regulations.

- a. Procuring Party 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.

- b. Procuring Party 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 the Contract so that both parties will be in compliance with HIPAA.
- c. The State and the Procuring Party 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 Procuring Party in compliance with HIPAA. This provision shall not apply if information received by either party under this Contract is NOT "protected health information" as defined by HIPAA, or if HIPAA permits either party to receive such information without entering into a business associate agreement or signing another such document.

E.6. Rule 2 Compliance. The State and the Procuring Party shall comply with obligations under Rule 2 of the Confidentiality of Alcohol and Drug Abuse Patient Records, and its accompanying regulations as codified at 42 CFR § 2.1 et seq.

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

**IN WITNESS WHEREOF:**

**HENRY COUNTY, TENNESSEE:**

---

DATE

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PRINTED NAME AND TITLE OF PROCURING PARTY SIGNATORY (above)



DEPARTMENT OF MENTAL HEALTH AND DEVELOPMENTAL DISABILITIES:

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VIRGINIA TROTTER BETTS, MSN, JD, RN, FAAN,  
COMMISSIONER

DATE

ROLL CALL

COUNTY COMMISSION, HENRY COUNTY, JERRY D. BOMAR,COUNTY CLERK  
PARIS, TENNESSEE

Resolution #3-11-09 was presented to accept Madylie Lynn Drive into the County road System. A motion was made by Don Jones and seconded by Paul Mathenia to approve The resolution as presented.

ITEM NO. 10

	ABSENT	PRESENT	MOTION	SECOND	AYE	NO	ABSTAIN	PASS
ANDERSON, EARL								
CARTER, DELL								
EVANS, MITCHELL								
FREEMAN, BOBBY								
HAMLIN, JEFF	X							
HUMPHREYS, KENNETH								
JONES, DON			X					
MATHENIA, PAUL				X				
MCSWAIN, CONNIE								
NEAL, PAUL								
PASCHALL, DAN								
TRAVIS, JAMES								
WARREN, MARY								
WEBB, DAVID								
WIRGAU, TIM								
TOTAL								

DATE : 11/16/2009

VOICE VOTE CARRIED

**RESOLUTION NO. 3-11-09**

**A RESOLUTION OF THE HENRY COUNTY, TENNESSEE BOARD  
OF COMMISSIONERS TO ACCEPT MADYLIE LYNN DRIVE  
INTO THE COUNTY ROAD SYSTEM**


**WHEREAS**, the enabling legislation, known as the Henry County Road Law, provides that the Henry County Commission will open and close all roads on behalf of Henry County; and


**WHEREAS**, the Henry County Highway Commission recommends the acceptance of Madylie Lynn Drive into the Henry County Road System; and

**WHEREAS**, the Henry County Commission deems it to be in the best interest of the County that said roads be accepted into the Henry County Road System.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of Henry County, Tennessee, assembled in regular session on this 16<sup>th</sup> day of November, 2009, a majority or more of the membership concurring, that Madylie Lynn Drive be accepted into the Henry County Road System.

**BE IT FINALLY RESOLVED** that a true copy of this Resolution be spread upon the Commission record of this date.

PASSED 11-16-2009  
  
BRENT GREER, CHAIRMAN  
HENRY COUNTY COMMISSION

APPROVED 11-16-2009  
  
JERRY D. BOMAR  
COUNTY CLERK  
BRENT GREER  
COUNTY MAYOR

W. Maple Lane Dr.

West Antioch Road

Center of Existing Gravel  
Driveway, 25' west of the  
centerline along with all  
property east of the  
centerline in this area is  
to be dedicated for a  
public road.

Remainder

James  
Record Book 39, Page 411  
R.O.H.C.T.

Dashed Line is Original  
Property Line to be Abandoned

TRACT B  
To Be Added For Road  
0.08 ACRES

S 05°47'41" W  
671.2'

Grant et al  
Record Book 46, Page 151  
R.O.H.C.T.

Lot 1  
1.01 ACRES

Lot 2  
0.63 ACRES

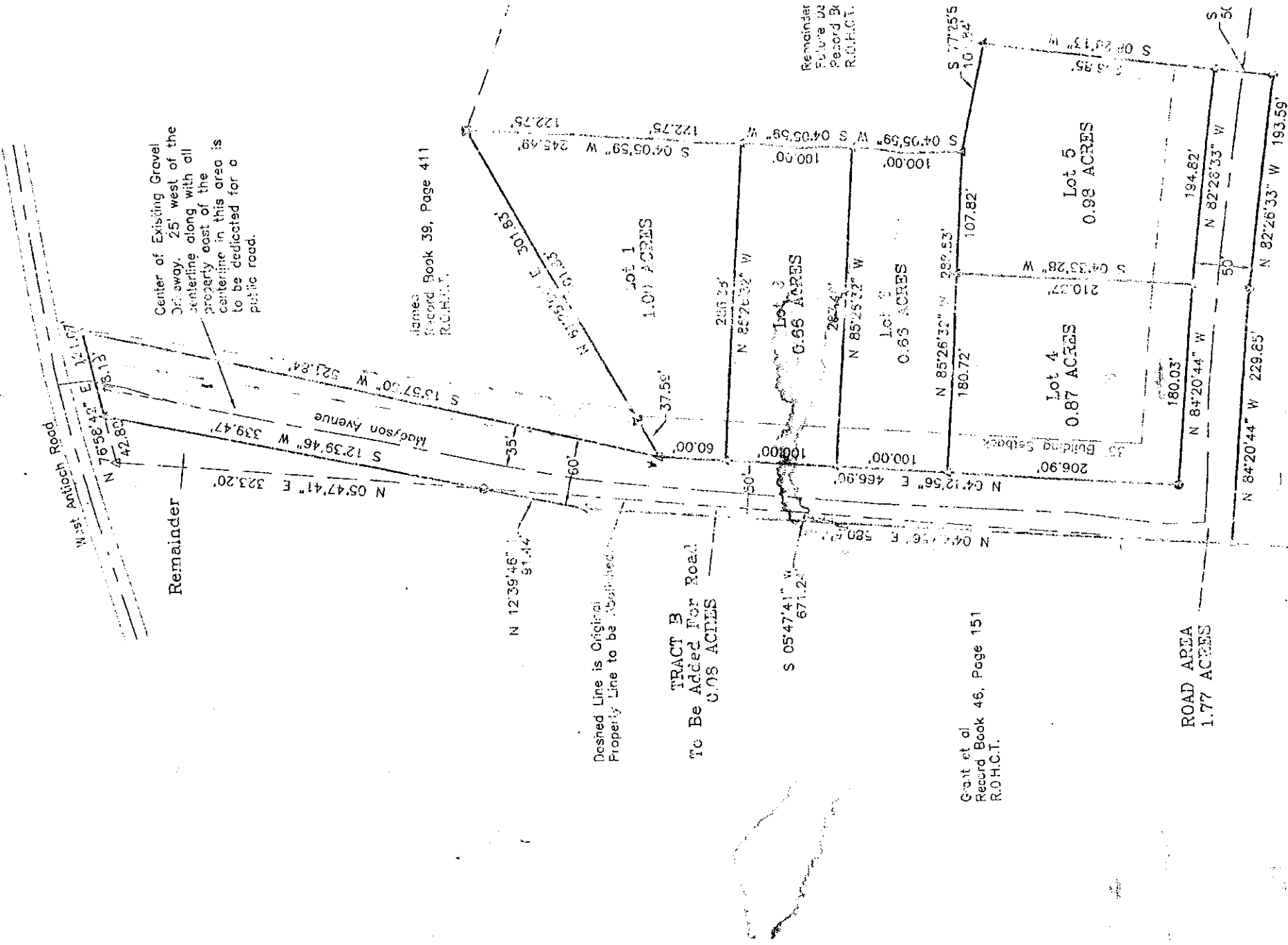
Lot 3  
0.66 ACRES

Lot 4  
0.87 ACRES

Lot 5  
0.98 ACRES

ROAD AREA  
1.77 ACRES

Remainder  
Future Use  
Record Bk  
R.O.H.C.T.



ROLL CALL

COUNTY COMMISSION, HENRY COUNTY, JERRY D. BOMAR, COUNTY CLERK  
 PARIS, TENNESSEE

A motion was made by Mitchell Evans and seconded by David Webb to approve Resolution #4-11-09 to approve a grant agreement with the State of Tennessee, Department of Military, Tennessee Emergency Management Agency, and Henry County for Homeland Security Funding in the amount of \$33,990.00.

ITEM NO. 11

	ABSENT	PRESENT	MOTION	SECOND	AYE	NO	ABSTAIN	PASS
ANDERSON, EARL					X			
CARTER, DELL					X			
EVANS, MITCHELL			X		X			
FREEMAN, BOBBY					X			
HAMLIN, JEFF	X							
HUMPHREYS, KENNETH					X			
JONES, DON					X			
MATHENIA, PAUL					X			
MCSWAIN, CONNIE					X			
NEAL, PAUL					X			
PASCHALL, DAN					X			
TRAVIS, JAMES					X			
WARREN, MARY					X			
WEBB, DAVID				X	X			
WIRGAU, TIM					X			
TOTAL	1				14			

DATE : 11/16/2009

MOTION CARRIED

**RESOLUTION NO. 4-11-09**

**A RESOLUTION OF THE HENRY COUNTY, TENNESSEE BOARD OF COMMISSIONERS TO APPROVE A GRANT AGREEMENT WITH THE STATE OF TENNESSEE, DEPARTMENT OF MILITARY, TENNESSEE EMERGENCY MANAGEMENT AGENCY, AND HENRY COUNTY FOR HOMELAND SECURITY FUNDING IN THE AMOUNT OF \$33,990.60**

**WHEREAS**, the Governing Body of Henry County, Tennessee has determined it is necessary and desirable to approve a grant agreement between the State of Tennessee, Department of the Military, Tennessee Emergency Management Agency, and Henry County for funding provided by Henry County's 2009 Homeland Security Grant; and

**WHEREAS**, the Homeland Security Grant Program, which consists of State Homeland Security Program, the Law Enforcement Terrorism Prevention Program, the Citizens Corps Program, and the Metropolitan Medical Response System, provides an integrated mechanism to significantly enhance the coordination of regional efforts to prevent, respond to, and recover from incidents of terrorism involving chemical, biological, radiological, nuclear, and explosive weapons and cyber attacks; and

**WHEREAS**, the amount of the grant will be for \$33,990.60, for funding of training, exercises, planning, management and administration and equipment purchases allowable under the FY 2009 Emergency Management Performance Grant (EMPG) Program; and

**WHEREAS**, the Grant shall be effective for the period commencing on August 1, 2009, and ending on May 31, 2012; and

**WHEREAS**, the terms of the contract are contained in the attached grant agreement; and

WHEREAS, it is necessary for the Board of Henry County Commissioners to authorize the Henry County Mayor to enter into such agreement.

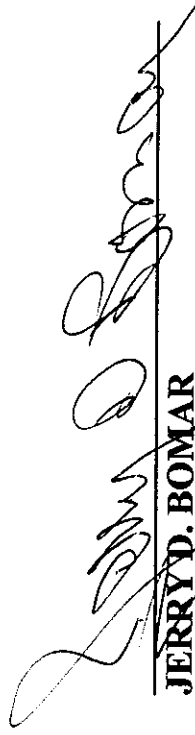
NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Henry County, Tennessee, meeting in regular session on this 16<sup>th</sup> day of November, 2009, a majority or more of the membership concurring, does hereby empower and authorize the Henry County Mayor to enter into the above mentioned agreement with the State of Tennessee, Department of the Military, and Tennessee Emergency Management Agency, for grant funding in the amount of \$33,990.66 for Henry County's 2009 Homeland Security Grant.

BE IT FINALLY RESOLVED, that a true copy of this Resolution be spread upon the Commission record of this date.

PASSED 11-16-09

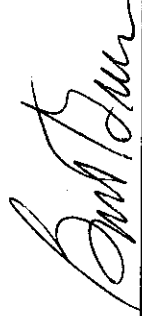


**BRENT GREER, CHAIRMAN  
HENRY COUNTY COMMISSION**



**JERRY D. BOMAR  
COUNTY CLERK**

APPROVED 11-16-09



**BRENT GREER  
HENRY COUNTY MAYOR**

ROLL CALL

COUNTY COMMISSION, HENRY COUNTY, JERRY D. BOMAR, COUNTY CLERK  
 PARIS, TENNESSEE

A motion was made by Don Jones and seconded by Dell Carter to adjourn.

ITEM NO 12.

	ABSENT	PRESENT	MOTION	SECOND	AYE	NO	ABSTAIN	PASS
ANDERSON, EARL								
CARTER, DELL				X				
EVANS, MITCHELL								
FREEMAN, BOBBY								
HAMLIN, JEFF	X							
HUMPHREYS, KENNETH								
JONES, DON			X					
MATHENIA, PAUL								
MCSWAIN, CONNIE								
NEAL, PAUL								
PASCHALL, DAN								
TRAVIS, JAMES								
WARREN, MARY								
WEBB, DAVID								
WIRGAU, TIM								
TOTAL								

DATE : 11/16/2009

VOICE VOTE CARRIED