CA097415

SHELBY COUNTY BOARD OF COMMISSIONERS
AGENDA ROUTE SHEET

Referred to Commission Committee (name) **LAW ENFORCEMENT, FIRE, CORRECTIONS & COURTS**

For Commission Action on (date): 12/8/08

A RESOLUTION amending the 2008/2009 operating budget and approving a contract in the amount of $300,000 with the Tennessee Department of Mental Health and Disabilities, for the furnishing of drug and alcohol treatment to the Shelby County Drug Court and this Item requires expenditure of County Grant Pass Through Funds in the amount of $300,000. Sponsored by Commissioner Sidney Chism.

CHECK ALL THAT APPLY BELOW:

_____ This Action does NOT require expenditure of funds.

__x____ This Item requires/approves expenditure of funds as follows (complete all that apply):

County General Funds: $_____: County CIP Funds: $_____

State Grant Funds: $300,000 _____: State Gas Tax Funds: $_____

Federal Grant Funds: $_____

Other funds (Specify source and amount): $_____

Other pass-thru funds (Specify source and amount):

Originating Department: **SHELBY COUNTY DRUG COURT**_____

APPROVAL:

	(Type your name & phone #.)	(Initials)	(Date)
Dept. Head:	Roger Henderson		11-12-08
Elected Official:	Judge Tim Dwyer	TJD	11-13-08
Division Director:			
CIP – A&F Director:			
Finance Dept.:	Mike Swift	MAS	12/10/08
County Attorney:	Mary L. Bright		12/9/08
CAO/Mayor:	**James F. Huntzicker 545-4514**		12/10/08

SUMMARY SHEET

I. Description of Item

A RESOLUTION amending the 2008/2009 operating budget and approving a contract in the amount of $300,000 with the Tennessee Department of Mental Health and Disabilities, for the furnishing of drug and alcohol treatment to the Shelby County Drug Court and this Item requires expenditure of County Grant Pass Through Funds in the amount of $300,000. Sponsored by Commissioner Sidney Chism.

II. Source and Amount of Funding

The Tennessee Department of Mental Health and Disabilities, $300,000

III. Contract Items

n/a

IV. Additional Information Relevant to Approval of this Item

- Shelby County Drug Court recommends approval of this resolution

ITEM #_____ PREPARED BY: R. HENDERSON

COMMISSIONER _____ APPROVED BY: _____

A RESOLUTION amending the 2008/2009 operating budget and approving a contract in the amount of $300,000 with the Tennessee Department of Mental Health and Disabilities, for the furnishing of drug and alcohol treatment to the Shelby County Drug Court and this Item requires expenditure of County Grant Pass Through Funds in the amount of $300,000. Sponsored by Commissioner Sidney Chism.

WHEREAS, the Shelby County Drug Court is the receipient of a direct appropriations from the Tennessee Department of Mental Health and Disability. See Attachment A; and

WHEREAS, On July 1st 2008, Governor Phil Bredesen's office appropriated money to the Shelby County Drug Court through Tennessee Department of Mental Health and Disability for Outpatient Drug Treatment services; and

Whereas, The Shelby County Drug Court will receive two installments of $150,000.00

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF SHELBY COUNTY, TENNESSEE, that the FY2008/2009 Shelby County Drug Court Operating Budget is hereby amended by increasing budgeted revenues in Account No. 490-700502-4330 and budgeted expenditures in Account No. 490-700502-6637, Outside Contracts, each by $300,000.00 to total $300,000.00 and that said amount is hereby appropriated.

BE IT FURTHER RESOLVED, that the Shelby County Mayor and the Director of Administration and Finance are hereby authorized to issue their warrant or warrants in an amount not to exceed $300,000.00 for the purposes contained in this resolution and to take proper credit in the accounting therefore.

SHELBY COUNTY GOVERNMENT

_____
A C Wharton, Jr., County Mayor

Date: _____

ATTEST: _____
Clerk of County Commission

ADOPTED: _____

GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF MENTAL HEALTH AND DEVELOPMENTAL DISABILITIES
AND
SHELBY COUNTY DRUG COURT

This Grant Contract, by and between the State of Tennessee, Department of Mental Health and Developmental Disabilities, hereinafter referred to as the 'State" and Shelby County Drug Court, hereinafter referred to as the "Grantee," is for the provision of assessments and Outpatient treatment services to adult defendants of Shelby County who have pending non-violent drug related offenses and are assessed as having an alcohol and/or drug dependency, as further defined in the "SCOPE OF SERVICES."

Further, this Grant Contract is issued pursuant to the Public Acts of 2008, Public Chapter 1203, Section 10, Item 43 under which there is appropriated the sum of Three Hundred Thousand Dollars ($300,000) to the Department of Mental Health and Developmental Disabilities for the sole purpose of making a grant in such amount to Shelby County Drug Court to be used for programmatic and operations expenses.

Grantee Federal Employer Identification Number: 62-6000841

A. SCOPE OF SERVICES:

A.1. The Grantee shall provide all service and deliverables as required, described, and detailed by this Scope of Services and shall meet all service and delivery timelines specified in the Scope of Services section or elsewhere in this Grant Contract.

A.2. Service Definitions:

a. The Shelby County Drug Court Outpatient Treatment Program will provide an assessment using the Addiction Severity Index (ASI) and American Society of Addiction Medicine (ASAM) Level I Outpatient treatment services to adult (eighteen (18) years of age and older) male or female defendants of Shelby County who have pending non-violent drug related offenses and are assessed as having an alcohol and/or drug dependency. The Assessments and Outpatient services will be provided by appropriately licensed and certified treatment providers approved by the State.

b. Addiction Severity Index (ASI) - An assessment instrument administered to individuals who present for substance abuse treatment. The instrument gathers information about seven (7) areas of a client's life: medical, employment /support, drug and alcohol use, legal, family history, social relationships, and psychiatric problems. The assessment is scored to determine the severity and/or degree of the client's problem in each of the seven (7) areas reviewed.

c. American Society of Addiction Medicine (ASAM) Level I - Adult Outpatient Services which include a wide range of nonresidential services for individuals with a primary or secondary alcohol or other drug abuse or dependency diagnosis which allow the persons receiving the services to function as they go about their daily lives in the community. Services include individual therapy, group therapy, family therapy or any combination of such counseling services that are usually scheduled on a periodic basis. Group size must be a minimum of six (6) clients and no more than twelve (12) clients for a valid group session unless otherwise approved in writing by the State. Only one (1) outpatient service per day per client is valid. A valid individual session must be a minimum of fifty (50) minutes and a valid group session must be a minimum of ninety (90) minutes, excluding administrative time.

d. Substance abuse/dependence - alcohol abuse, alcohol dependence, drug abuse, or drug dependence as those are defined in Tennessee Code Annotated §§ 33-1-101(1), (2), (11), and (12).

A.3. Service Recipients:

The Shelby County Drug Court Outpatient Treatment Program shall serve adult (eighteen (18) years of age and older) male or female defendants of Shelby County who have pending non-violent drug related offenses and are assessed as having an alcohol and/or drug dependency.

A.4. Service Goals

a. To reduce the number of Shelby County defendants with non-violent drug related offenses who have been assessed as having an alcohol and/or drug dependency.

b. To reduce the recidivism rate among Shelby County defendants who have pending non-violent drug related offenses who have been assessed as having an alcohol and/or drug dependency.

A.5. Structure:

a. The Grantee shall submit a written program plan to include specific goals, objectives, implementation, and financial requirements of the program. The program plan must be approved, in writing, by the State prior to any services being provided under this Grant Contract.

b. The Grantee shall be structured and organizationally linked to a governing body as prescribed by the State. Further, the Grantee shall ensure that the State-approved treatment providers used for this Program are structured and organizationally linked to a governing body as prescribed by the State.

c. The Grantee shall develop, implement and maintain written organized policies and procedures; and create and maintain a written Policies and Procedures Manual; as prescribed by the State. Further, the Grantee shall ensure that the State-approved treatment providers used for this Program develop, implement and maintain written organized policies and procedures; and create and maintain a written Policies and Procedures Manual; as prescribed by the State.

d. The Grantee shall create and maintain a file on each of the eighty (80) clients to be served through this Program as prescribed by the State.

e. The Grantee shall ensure that the State-approved treatment providers used for this Program only provide treatment services in the level of care for which they have submitted a written program plan, approved by the State, and for which they are appropriately licensed (facility and personnel).

f. The Grantee shall, and ensure that the State-approved treatment providers used for this Program shall, meet and agrees to comply with all program requirements, licensure requirements (facility and personnel), and reporting requirements adopted by the State, and in accordance with State and Federal laws, rules, and regulations governing alcohol and drug prevention or treatment programs funded in whole or in part under this Grant Contract.

A.6. Process:

a. The Grantee shall continue to develop and maintain working relationships with the state wide criminal justice system, community services, mental health providers and alcohol and drug treatment providers.

b. The Grantee shall coordinate referrals, linkage and release-planning activities for the eighty (80) participants upon completion of the ASAM Level I Outpatient treatment program at Shelby County Drug Court.

c. The Grantee shall submit monthly programmatic reports detailing the activities of the eighty (80) participants in the ASAM Level I Outpatient treatment program. The report is due the fifteenth (15th) day of each month detailing the activities for the previous month. The report shall describe the individual and group treatment activities, progress or lack of progress towards the treatment goals of the eighty (80) participants and any changes in the treatment plans for the individual participants in the treatment program.

A.7. Outcome – Access:

The Shelby County Drug Court Outpatient Treatment Program, as described in Section A.2.a, shall be accessible to those identified in Section A.3.

A.8. Outcome – Capacity:

The Shelby County Drug Court Outpatient Treatment Program, as described in Section A.2.a., shall serve eighty (80) individuals as identified in Section A.3.

A.9. Outcome – Effectiveness:

Monthly data reports will show the effectiveness of ASAM Level I Outpatient treatment for the eighty (80) participants in the ASAM Level I Outpatient treatment program at Shelby County Drug Court. The monthly data reports will show that there has been a reduction in recidivism for the persons who are receiving ASAM Level I Outpatient drug treatment services for their addictions.

B. GRANT CONTRACT TERM:

This Grant Contract shall be effective for the period commencing on July 1, 2008 and ending on June 30, 2009. The State shall have no obligation for services rendered by the Grantee which are not performed within the specified period.

C. PAYMENT TERMS AND CONDITIONS:

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Three Hundred Thousand Dollars ($300,000.00). The Grant Budget, attached and incorporated herein as a part of this Grant Contract as Attachment 1, shall constitute the maximum amount due the Grantee for the service and all of the Grantee's obligations hereunder. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.

C.2. Compensation Firm. The maximum liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.

C.3. Payment Methodology. The Grantee shall be compensated for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the maximum liability established in Section C.1. Payment to the Grantee shall be an amount equal to fifty percent (50%) of the total Grant amount paid in advance upon approval of this Grant Contract and the other fifty percent (50%) during the month of February, 2009. Said payments shall not exceed the maximum liability of this Grant Contract.

C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.

C.5. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may request revisions of Grant Budget line-items

by letter, giving full details supporting such request, provided that such revisions do not result in funding for a line-item that was previously funded at zero dollars ($0.00) and do not increase the total Grant amount. Grant Budget line-item revisions may not be made without prior, written approval of the State in which the terms of the approved revisions are explicitly set forth. Any such approval shall be superseded by a subsequent revision of the Grant Budget by contract amendment, and any increase in the total Grant amount shall require a contract amendment.

C.6. Disbursement Reconciliation and Close Out. The Grantee shall submit a grant disbursement reconciliation report within sixty (60) days of the Grant Contract end date and in form and substance acceptable to the State (and including, as applicable, documentation and receipts as required by the above-referenced "State Comprehensive Travel Regulations").

a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the Section C, Payment Terms and Conditions of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit said refund with the final grant disbursement reconciliation report.

b. The Grantee's failure to provide a final grant disbursement reconciliation report to the state as required shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the state pursuant to this Grant Contract.

c. The Grantee must close out its accounting records at the end of the grant period in such a way that reimbursable expenditures and revenue collections are NOT carried forward.

C.7. Indirect Cost. Should the Grantee request reimbursement for indirect cost, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency and the State. The Grantee will be reimbursed for indirect cost in accordance with the approved indirect cost rate to amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the grant period. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency and the State. If the indirect cost rate is provisional during the term of this agreement, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.

C.8. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the Grant Contract period.

C.9. Payment of Invoice. The payment of the invoice by the State shall not prejudice the State's right to object to or question any invoice or matter in relation thereto. Such payment by the State shall neither be construed as acceptance of any part of the work or service provided nor as an approval of any of the costs invoiced therein.

C.10. Unallowable Costs. The Grantee's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, not to constitute allowable costs.

C.11. Deductions. The State reserves the right to deduct from amounts which are or shall become due and payable to the Grantee under this or any Contract between the Grantee and the State of Tennessee any amounts which are or shall become due and payable to the State of Tennessee by the Grantee.

C.12. Automatic Deposits. The Grantee shall complete and sign an "Authorization Agreement for Automatic Deposit (ACH Credits) Form." This form shall be provided to the Grantee by the State. Once this form has been completed and submitted to the State by the Grantee all payments to

the Grantee, under this or any other contract the Grantee has with the State of Tennessee shall be made by Automated Clearing House (ACH). The Grantee shall not invoice the State for services until the Grantee has completed this form and submitted it to the State.

D. STANDARD TERMS AND CONDITIONS:

D.1. Required Approvals. The State is not bound by this Grant 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 Grant 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 State may terminate this Grant Contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service which has not been rendered. The final decision as to the amount, for which the State is liable, shall be determined by the State. Should the State exercise this provision, the Grantee shall not have any 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 Grantee fails to properly perform its obligations under this Grant Contract in a timely or proper manner, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate the Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.

D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, they shall contain, at a minimum, sections of this Grant Contract below pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall be the prime contractor and shall be responsible for all work performed.

D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.

D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:

a. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the

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

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

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

D.8. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Grantee shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

D.9. Public Accountability. If the Grantee is subject to *Tennessee Code Annotated*, Title 8, Chapter 4, Part 4 or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program, and the Grantee shall display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least twelve inches (12") in height and eighteen inches (18") in width stating:

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

D.10. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee shall include the statement, "This project is funded under an agreement with the State of Tennessee, Department of Mental Health and Developmental Disabilities." Any such notices by the Grantee shall be approved by the State.

D.11. Licensure. The Grantee and its employees and all sub-grantees shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.

D.12. Records. The Grantee (and any approved subcontractor) shall maintain documentation for all charges under this Contract. The books, records, and documents of the Grantee (and any approved subcontractor), insofar as they relate to work performed or money received under this 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 the state agency, the Comptroller of the Treasury, or their duly appointed representatives. The records of not-for-profit entities shall be maintained in accordance with the *Accounting Manual for the Recipients of Grant Funds in the State of Tennessee*, published by the Tennessee Comptroller of the Treasury (available at http://comptroller.state.tn.us/ma/nonprofit/nonprofit1.pdf). The financial statements shall be prepared in accordance with generally accepted accounting principles.

D.13. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.

D.14. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.

D.15. Annual Report and Audit. The Grantee shall prepare and submit, within nine (9) months after the close of the reporting period, an annual report of its activities funded under this Grant Contract to the commissioner or head of the Granting agency, the Tennessee Comptroller of the Treasury, and the Commissioner of Finance and Administration. The annual report for any Grantee that receives five hundred thousand dollars ($500,000) or more in aggregate federal and state funding for all its programs shall include audited financial statements. All books of account and financial records shall be subject to annual audit by the Tennessee Comptroller of the Treasury or the Comptroller's duly appointed representative. When an audit is required, the Grantee may, with the prior approval of the Comptroller, engage a licensed independent public accountant to perform the audit. The audit contract between the Grantee and the licensed independent public accountant shall be on a contract form prescribed by the Tennessee Comptroller of the Treasury. Any such audit shall be performed in accordance with generally accepted government auditing standards, the provisions of OMB Circular A-133, if applicable, and the *Audit Manual for Governmental Units and Recipients of Grant Funds* published by the Tennessee Comptroller of the Treasury. The Grantee shall be responsible for reimbursement of the cost of the audit prepared by the Tennessee Comptroller of the Treasury, and payment of fees for the audit prepared by the licensed independent public accountant. Payment of the audit fees of the licensed independent public accountant by the Grantee shall be subject to the provisions relating to such fees contained in the prescribed contract form noted above. Copies of such audits shall be provided to the designated cognizant state agency, the State Granting Department, the Tennessee Comptroller of the Treasury, and the Department of Finance and Administration and shall be made available to the public.

D.16. Procurement. If the other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, and/or contracted services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method was not practical, said documentation shall include a written justification for such decision and non-competitive procurement. Further, if such reimbursement is to be made with funds derived wholly or partially from federal sources, the determination of cost shall be governed by and reimbursement shall be subject to the Grantee's compliance with applicable federal procurement requirements.

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

D.17. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this agreement shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.

D.18. Independent Contractor. The parties hereto, in the performance of this Grant 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 Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

The Grantee, being a political subdivision of the State, is governed by the provisions of the Tennessee Government Tort Liability Act, *Tennessee Code Annotated*, Sections 29-20-101 *et seq.*, for causes of action sounding in tort. Further, no contract provision requiring a Tennessee political entity to indemnify or hold harmless the State beyond the liability imposed by law is enforceable because it appropriates public money and nullifies governmental immunity without the authorization of the General Assembly.