

**LEGISLATIVE TRACKING FORM**Filing for Council Meeting Date: 10/07/25

Resolution



Ordinance

Contact/Prepared By: Allison CantwayDate Prepared: 08/25/25Title (Caption): Supported Employment Expansion - Individualized Placement and Support Grant

To accept a grant awarded for the provision of staff to support a program within the Office of Homeless

Services to provide employment training and assistance to eligible clients by utilizing the Individualized Placement and Support model.

Submitted to Planning Commission? ☒ N/A

Yes-Date: \_\_\_\_\_

Proposal No: \_\_\_\_\_

Proposing Department: Office of Homeless ServicesRequested By: Allison Cantway

Affected Department(s): \_\_\_\_\_

Affected Council District(s): \_\_\_\_\_

Legislative Category (check one):

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

**FINANCE** Amount +/-: \$ \$ 450,000.00Match: \$ \$ 0.00

Funding Source:

- Capital Improvement Budget
- Capital Outlay Notes
- Departmental/Agency Budget
- Funds to Metro
- General Obligation Bonds
- Grant**
- Increased Revenue Sources

Judgments and Losses

Local Government Investment Project

Revenue Bonds

Self-Insured Liability

Solid Waste Reserve

Unappropriated Fund Balance

4% Fund

Other: \_\_\_\_\_

Approved by OMB: Arion Pratt

AB

Date to Finance Director's Office: \_\_\_\_\_

Approved by Finance/Accounts: \_\_\_\_\_

**APPROVED BY**Approved by Div Grants Coordination: Juanita Paulsen**FINANCE DIRECTOR'S OFFICE:** \_\_\_\_\_**ADMINISTRATION**

Council District Member Sponsors: \_\_\_\_\_

Council Committee Chair Sponsors: \_\_\_\_\_

Approved by Administration: \_\_\_\_\_ Date: \_\_\_\_\_

**DEPARTMENT OF LAW**

Date to Dept. of Law: \_\_\_\_\_

Approved by Department of Law: \_\_\_\_\_

**Settlement Resolution/Memorandum Approved by:** \_\_\_\_\_

Date to Council: \_\_\_\_\_

For Council Meeting: \_\_\_\_\_

☐ E-mailed Clerk
☐ All Dept. Signatures
☐ Copies
☐ Backing
☐ Legislative Summary
☐ Settlement Memo
☐ Clerk Letter
☐ Ready to File

Department of Law - White Copy

Administration - Yellow Copy

Finance Department - Pink Copy

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## GRANT SUMMARY SHEET

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**Grant Name:** Supported Employment Expansion - Individualized Placement and Support 26-28

**Department:** OFFICE OF HOMELESS SERVICES

**Grantor:** U.S. DEPARTMENT OF EDUCATION

**Pass-Through Grantor  
(If applicable):** TN DEPT OF MENTAL HEALTH AND SUBSTANCE A

**Total Award this Action:** \$450,000.00

**Cash Match Amount** \$0.00

**Department Contact:** Allison Cantway  
880-2350

**Status:** NEW

**Program Description:**

To accept a grant awarded from the state of Tennessee, through the state Department of Mental Health and Substance Abuse Services, for the provision of staff to support a program within the Office of Homeless Services to provide employment training and assistance to eligible clients by utilizing the Individualized Placement and Support Model.

**Plan for continuation of services upon grant expiration:**

Grants Tracking Form

Part One

Pre-Application

Application

Award Acceptance

Contract Amendment

Department	Dept. No.	Contact	Phone	Fax
OFFICE OF HOMELESS SERVICES	053	Allison Cantway	880-2350	
Grant Name:	Supported Employment Expansion - Individualized Placement and Support 26-28			
Grantor:	U.S. DEPARTMENT OF EDUCATION		Other:	
Grant Period From:	07/01/25	(applications only) Anticipated Application Date:		
Grant Period To:	06/30/28	(applications only) Application Deadline:		
Funding Type:	FED PASS THRU	Multi-Department Grant	If yes, list below.	
Pass-Thru:	TN DEPT OF MENTAL HEALTH AND SUBS	Outside Consultant Project:		
Award Type:	COMPETITIVE	Total Award:	\$450,000.00	
Status:	NEW	Metro Cash Match:	\$0.00	
Metro Category:	New Initiative	Metro In-Kind Match:	\$0.00	
CFDA #	84.126	Is Council approval required?		
Project Description:	Applic. Submitted Electronically?			
To accept a grantawarded from the state of Tennessee, through the sttae Department of Mental Health and Substance Abuse Services, for the provision of staff to support a program within the Office of Homeless Services to provide employment training and assistance to eligible clients by utilizing the Individualized Placement and Support Model.				
Plan for continuation of service after expiration of grant/Budgetary Impact:				
How is Match Determined?				
Fixed Amount of \$		or	% of Grant	Other:
Explanation for "Other" means of determining match:				
For this Metro FY, how much of the required local Metro cash match:				
Is already in department budget?		Fund	Business Unit	
Is not budgeted?		Proposed Source of Match:		
(Indicate Match Amount & Source for Remaining Grant Years in Budget Below)				
Other:				
Number of FTEs the grant will fund:	0.00	Actual number of positions added:		
Departmental Indirect Cost Rate	10.00%	Indirect Cost of Grant to Metro:	\$45,000.00	
*Indirect Costs allowed?	Yes No	% Allow.	0.00%	Ind. Cost Requested from Grantor:
*(If "No", please attach documentation from the grantor that indirect costs are not allowable. See Instructions)				
Draw down allowable?				
Metro or Community-based Partners:				
This is a grant by and between the TN Department of Mental Health and Substance Use Services and the Metropolitan Government of Nashville and Davidson County acting by and through the Metropolitan Office of Homeless Services				

Part Two										
Grant Budget										
Budget Year	Metro Fiscal Year	Federal Grantor	State Grantor	Other Grantor	Local Match Cash	Match Source (Fund, BU)	Local Match In-Kind	Total Grant Each Year	Indirect Cost to Metro	Ind. Cost Neg. from Grantor
Yr 1	FY26	\$150,000.00						\$150,000.00	\$15,000.00	\$0.00
Yr 2	FY27	\$150,000.00						\$150,000.00	\$15,000.00	\$0.00
Yr 3	FY28	\$150,000.00						\$150,000.00	\$15,000.00	\$0.00
Yr 4	FY__									
Yr 5	FY__									
Total		\$450,000.00	\$0.00	\$0.00	\$0.00		\$0.00	\$450,000.00	\$45,000.00	\$0.00
Date Awarded:			06/18/25		Tot. Awarded:	\$450,000.00	Contract#:			
(or) Date Denied:					Reason:					
(or) Date Withdrawn:					Reason:					

Contact: [juanita.paulsen@nashville.gov](mailto:juanita.paulsen@nashville.gov)  
[vaughn.wilson@nashville.gov](mailto:vaughn.wilson@nashville.gov)

GCP Received 09/08/2025

GCP Approved 09/08/2025

JP

Resolution No. \_\_\_\_\_

A resolution accepting a Supported Employment Expansion grant from the Tennessee Department of Mental Health and Substance Abuse Services to the Metropolitan Government, acting by and through the Office of Homeless Services, to provide staff to help promote Individual Placement and Support/Supported Employment (IPS/SE) programs in the recovery of people who have serious mental illness through work.

WHEREAS, the Tennessee Department of Mental Health and Substance Abuse Services. has awarded a grant in an amount not to exceed \$450,000 with no cash match required to the Metropolitan Government, acting by and through the Office of Homeless Services, to provide staff to help promote Individual Placement and Support/Supported Employment (IPS/SE) programs in the recovery of people who have serious mental illness through work; and,

WHEREAS, it is to the benefit of the citizens of The Metropolitan Government of Nashville and Davidson County that this grant be accepted.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

Section 1. That the Supported Employment Expansion grant, in an amount not to exceed \$450,000, to the Metropolitan Government, acting by and through the Office of Homeless Services, to provide staff to help promote Individual Placement and Support/Supported Employment (IPS/SE) programs to help promote the recovery of people who have serious mental illness through work, a copy of which is attached hereto and incorporated herein, is hereby approved.

Section 2. That the amount of this grant be appropriated to the Metropolitan Government, acting by and through the Office of Homeless Services, based on the revenues estimated to be received and any match to be applied.

Section 3. That this resolution shall take effect from and after its adoption, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

APPROVED AS TO AVAILABILITY  
OF FUNDS:

Jenneen Reed/mjr  
Jenneen Reed, Director  
Department of Finance



APPROVED AS TO FORM  
AND LEGALITY

Hannah Zeitlin  
Assistant Metropolitan Attorney

INTRODUCED BY:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Member(s) of Council

<div><div><b>GOVERNMENTAL GRANT CONTRACT</b> (cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities)</div></div>					
<b>Begin Date</b>  July 1, 2025		<b>End Date</b>  June 30, 2028		<b>Agency Tracking #</b>  DGA 86348_2025-2028_011	
<b>Edison ID</b>  86348					
<b>Grantee Legal Entity Name</b>  Metropolitan Government of Davidson County				<b>Edison Vendor ID</b>  00004	
<b>Subrecipient or Recipient</b> <div><input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Recipient</div>		<b>Assistance Listing Number 84.126 State Vocational Rehabilitation Services Program</b>			
		<b>Grantee's fiscal year end June 30<sup>th</sup></b>			
<b>Service Caption</b> (one line only)  Supported Employment Expansion					
<b>Funding —</b>					
<b>FY</b>	<b>State</b>	<b>Federal</b>	<b>Interdepartmental</b>	<b>Other</b>	<b>TOTAL Grant Contract Amount</b>
2026			\$150,000.00		\$150,000.00
2027			\$150,000.00		\$150,000.00
2028			\$150,000.00		\$150,000.00
<b>TOTAL:</b>			<b>\$450,000.00</b>		<b>\$450,000.00</b>
<b>Grantee Selection Process Summary</b>					
<input checked="" type="checkbox"/> Competitive Selection		Describe in the Delegated Authority.			
<input type="checkbox"/> Non-competitive Selection					
<b>Budget Officer Confirmation:</b> There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.  			<b>CPO USE – GG</b>		
<b>Speed Chart</b> (optional)		<b>Account Code</b> (optional)			

**GRANT CONTRACT  
BETWEEN THE STATE OF TENNESSEE,  
DEPARTMENT OF MENTAL HEALTH AND SUBSTANCE ABUSE SERVICES  
AND  
METROPOLITAN GOVERNMENT OF DAVIDSON COUNTY**

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Mental Health and Substance Abuse Services, hereinafter referred to as the "State" or the "Grantor State Agency" and Grantee Metropolitan Government of Davidson County, hereinafter referred to as the "Grantee," is for the provision of Supported Employment Expansion, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 00004

**A. SCOPE OF SERVICES AND DELIVERABLES:**

- A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.2. Services and supports under this Contract shall be delivered in a manner that promotes resiliency, recovery, and independence for individuals and families served. The Division of Mental Health Services prioritizes key values critical to serving Tennesseans with behavioral health needs including programs and practices focused on promotion, intervention, and recovery support services which:
- Encourage co-occurring competent and co-occurring friendly programs;
  - Support culturally responsive and linguistically competent services;
  - Uphold System of Care core values and principles;
  - Aim to prevent and mitigate the impact of adverse childhood experiences (ACEs);
  - Promote trauma informed approaches; and
  - Prioritize evidence-based and/or evidence-informed services resulting in strong outcomes.
- A.3. Service Definitions:
- a. The Supported Employment program (SE), using the Individual Placement and Support/Supported Employment (IPS/SE) evidence-based practice, is a community-based program that helps individuals living with mental illness, substance use, and/or co-occurring disorder work in competitive and integrated jobs of their choosing.
- b. "Competitive Employment", for purposes of this Grant Contract, means work:
- (1) In the competitive labor market that is performed on a full time (FT) or part time (PT) basis in an integrated setting; and
  - (2) For which an individual is compensated at or above the minimum wage, but not less than the customary or usual wage paid by the employer for the same or similar work performed by the individuals who are not disabled.

- c. "Unique Clients", for purpose of this grant contract, means clients who have been provided IPS/SE services including intake, engagement, assessment, job placement, job coaching, and/or follow-along supports by the Grantee during the reporting month.
- d. "Active Monthly Caseload", for purposes of this grant contract, means:
  - (1) Clients who have been provided IPS/SE services which include intake, engagement, assessment, job placement, job coaching, and follow-along supports by the Grantee during the identified reporting month.
  - (2) Clients may cross state fiscal years and remain on the "Active Monthly Caseload" if they began receiving IPS/SE services in one fiscal year and continue to receive IPS/SE services in the following fiscal year.
  - (3) After a client is placed in competitive employment, they may remain on the "Active Monthly Caseload" for up to sixteen (16) months of continuous competitive employment or for one (1) year following a Vocational Rehabilitation (VR) successful employment outcome as the client is receiving follow-along supports.
- e. "Employment Rate", for purposes of the Grant Contract, means the number of clients who have worked for at least one day during this Grant Contract, divided by the number of Clients served by this Grant Contract, or as prescribed by the State.
- f. "Co-occurring disorders", for purposes of this Grant Contract, means combined conditions of serious mental illness and substance use disorder.
- g. "Evidence-Based Practices", as defined by the Substance Abuse and Mental Health Services Administration (SAMHSA), means treatment practices in community mental health service settings that are known to be effective in supporting the recovery of adults with severe mental illness.
- h. "Functional impairment", for purposes of this Grant Contract, means that the individual is unable to perform the basic activities of daily living in at least one (1) of the following four (4) domains:
  - (1) Activities of daily living;
  - (2) Interpersonal functioning;
  - (3) Concentration, task performance, and pace; and
  - (4) Adaptation to change.
- i. "Individual Placement and Support/Supported Employment (IPS/SE)" is an evidence-based practice that was developed by the IPS Employment Center to help promote the recovery of people who have serious mental illness through work. This model is well defined by three (3) pillars, eight (8) practice principles and a twenty-five (25)-item fidelity scale.



- j. "Integrated setting", for purposes of this Grant Contract, means a setting typically found in the community in which an individual with disabilities interacts with non-disabled individuals, other than non-disabled individuals who are providing services to that individual, to the same extent that non-disabled individuals in comparable positions interact with other persons.
- k. "Mental health service recipient" is someone who has met at some point in his or her adult life the following definition: an adult with a diagnosable mental, behavioral, substance use or emotional disorder of sufficient duration to meet diagnosable criteria as specified within the Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition (DSM-5), or more current edition, that has resulted in functional impairment which has substantially interfered with or limited one or more major activities.
- l. "Serious mental illness", for purposes of this Grant Contract, means a mental disorder diagnosable using Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition (DSM-5), or more current edition, and of such severity and duration as to result in functional impairment in at least one (1) of four (4) life functioning domains as noted in Section A.3.h.
- m. "Substance use disorder", for purposes of this Grant Contract, means a substance-related disorder as diagnosed by the Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition (DSM-5), or more current edition.
- n. "Community Rehabilitation Provider" ("CRP") means vendors registered with the Department of Human Services, Division of Rehabilitation Services (TNDRS) to provide a variety of employment services to Eligible Individuals. In the context of this Agreement, a CRP shall be a vendor that enters a grant contract with DMHSAS to provide IPS services and is registered with TNDRS to provide IPS.
- o. "Purchase Order" means a document issued by TNDRS to a CRP authorizing the purchase of IPS services. Upon delivery to the CRP, a "purchase order" becomes a binding contract on both parties.
- p. "Individualized Plan for Employment" ("IPE") means individualized plan for employment as defined in 34 Code of Federal Regulations (CFR) § 361.45
- q. "Rehabilitation Counselor" means a professional, employed by VR, who determines program applicant eligibility pursuant to 34 CFR § 361.42(a), manages each Eligible Individual's case, and assists Eligible Individuals to identify and achieve their vocational goals.
- r. "Vocational Rehabilitation Services Program" ("VR") means the State program that provides directly or facilitates the provision of one or more vocational rehabilitation services to individuals with disabilities to enable those individuals to maximize their opportunities for employment, including career advancement at competitive wages in an integrated setting.
- s. "Certified Peer Recovery Specialist" ("CPRS") means an individual who self identifies as being in recovery from mental illness, substance use, and/or co-

occurring disorders and has completed the specialized training program recognized by the Tennessee Department of Mental Health and Substance Abuse Services on how to provide peer recovery services based on the principles of recovery and resiliency.

- t. “Eight (8) Dimensions of Wellness”, for the purposes of this Grant Contract, refers to the eight (8) mutually interdependent dimensions that are encompassed in wellness. These dimensions include emotional, physical, occupational, social, spiritual, intellectual, environmental, and financial.
  - u. “Motivational Interviewing” (MI), for the purposes of this Grant Contract, means a counseling approach using the four processes of engaging, focusing, evoking, and planning to help enhance an individual’s motivation to change behaviors.
  - v. “IPS Peer Support Specialist”, for the purposes of this Grant Contract, means an individual in recovery from mental illness, substance use, and/co-occurring disorders and one who uses their lived experience to support job seekers navigate recovery and employment through different activities, including but not limited to: sharing resources, building self-management skills, mentoring, advocating for those in recovery, educating others on the IPS team and in the community.
  - w. “Fidelity Review”, is a tool that measures how well an Individual Placement and Support (IPS) program implements the IPS model. This process includes using the appropriate fidelity scale to rate and score the IPS agency and results in a report which is shared with the agency. The IPS fidelity report can be used by the agency to discover which changes need to be made so the agency can better align with IPS fidelity.
  - x. “Benefits Counseling”, for purposes of this Grant Contract, is a service which offers confidential one-on-one benefits counseling to individuals so they can make informed decisions about their employment goals. Benefits Counselors provide information about how working may or may not impact a person’s benefits. Benefits Counselors also provide an overview of Social Security Administration’s Work Incentive (i.e., Ticket to Work) via presentations and/or trainings to service providers, community partners, State agencies, and other involved parties as needed.
  - y. Individual Placement and Support Trainer (IPS Trainer) is an individual who works with the State to address statewide IPS/SE training needs, assists with the coordination and evaluation of statewide training sessions, delivers prescribed IPS/SE training activities, and conducts other related activities as directed by the Office of Wellness and Employment.
- A.4. Service Administration: A CRP who holds a contract with DMHSAS to provide IPS shall be able to register with TNDRS to provide IPS to Eligible Individuals. Once registered and contacted by TNDRS to provide IPS, the CRP shall work with the Eligible Individual to define and develop a vocational goal, relevant supported employment services, and other individualized rehabilitation planned services to improve the opportunity for successful employment. This process will be overseen and supported by a Rehabilitation Counselor. The Rehabilitation Counselor and CRP shall work together to coordinate

efforts to initiate benefits counseling at the onset of the supported employment services and throughout the rehabilitation process. The Rehabilitation Counselor and CRP shall attend regularly scheduled mental health treatment team meetings. When an individual receiving IPS services completes the objectives of the IPE, the individual will continue to receive Extended Services from the CRP. These extended supports shall be in accordance with applicable federal regulation for supported employment. The Vocational Rehabilitation Services Program shall be administered in accordance with applicable state and federal regulation. Rehabilitation Counselors shall follow VR's approved policy and procedure manual.

- A.5. Service Recipients: Any adult Tennessee resident of the following Tennessee Counties: Davidson who are sixteen (16) years of age or older and who is a mental health service recipient as defined in Section A.3.k.
- A.6. Service Goal: To place individuals with serious mental illness, substance use and/or co-occurring disorders in competitive, integrated and gainful employment in the community.
- A.7. Structure:
  - a. The Grantee shall maintain a fully operational SE program with trained staff to serve and address the employment needs of individuals with either a mental illness, substance use and/ or a co-occurring disorder.
  - b. The Grantee shall implement the evidence-based IPS/SE by adhering to the twenty-five (25) item fidelity scale found at [The IPS Employment Center – Research, Dissemination, Training, and Consultation \(ipsworks.org\)](https://ipsworks.org). A score of one-hundred (100) to one-hundred and fourteen (114) is considered good and a score of one-hundred and fifteen (115) to one-hundred and twenty-five (125) is exemplary, requiring an agency to have annual fidelity reviews. A score of less than one-hundred (100) will require the Grantee to complete an Action Plan to improve the fidelity score and a follow-up fidelity review will occur within six (6) months. Fidelity Action Plan monthly updates must be submitted to IPS Trainers, VR leadership, and the Office of Wellness and Employment by the 15<sup>th</sup> of each month.
  - c. The Grantee shall ensure executive leadership, to include Chief Executive Officer and/or Executive Director, supports IPS/SE services at the agency; this can include but is not limited to: attending Steering Committee Meetings, meeting with IPS/SE Team Lead or team, emails or announcements regarding the IPS/SE services at agency.
  - d. The Grantee shall partner with the Tennessee Department of Human Services, Division of Rehabilitation Services (TNDRS) through the Community Resource Provider (CRP) Services Guide for Supported Employment with an IPS Special Services Attachment with TNDRS to provide SE program services for those who meet eligibility requirements. The Grantee shall remain in compliance with Section A.4. and work with Rehabilitation Counselors through a minimum of monthly in-person staff meetings to ensure IPS/SE participants receive the full scope of SE services and benefits.
  - e. The Grantee shall provide SE program services to any individual who meets the TNDRS eligibility criteria for Supported Employment.

- f. The Grantee shall ensure participants are asked about interest in employment and education services at intake and treatment plan updates to ensure IPS/SE services are being offered and available to anyone who meets eligibility criteria for IPS/SE services.
- g. The Grantee shall ensure that clients referred to the IPS/SE program begin receiving engagement, assessment and job placement services immediately without waiting for THS/DRS eligibility determination and Vendor Purchase Orders for the Career Profile and Career Match and Hire.
- h. The Grantee shall either enhance or supplement its SE program with the funding received from the TNDRS for providing SE program services.
- i. The Grantee shall offer supported education services to individuals who have an employment goal which requires additional education prior to the job start. The number of people being supported with a long-term education goal, is limited to ten (10) percent of individuals noted in section A.11.a.(1) of this contract. The Grantee shall ensure individuals who are being supported with an education goal are collaborating with VR to receive additional services for assistance with education goals, to include, but not limited to: tuition assistance, financial help with purchasing necessary items for the education pursuit, education counseling and appropriate guidance.
- j. The Grantee shall offer an SE program, which provides opportunities for service recipients to identify, acquire, and maintain competitive employment in their community. The SE program follows the following IPS/SE core principles and pillars:
  - (1) Focus on Competitive Employment: Agencies providing IPS services are committed to competitive employment as an attainable goal for people with behavioral health conditions seeking employment. Mainstream education and specialized training may enhance career paths;
  - (2) Eligibility Based on Client Choice: People are not excluded on the basis of readiness, diagnoses, symptoms, substance use history, psychiatric hospitalizations, homelessness, level of disability, or legal system involvement;
  - (3) Integration of Rehabilitation and Mental Health Services: IPS programs are closely integrated with mental health treatment teams;
  - (4) Attention to Worker Preferences: Services are based on each person's preferences and choices, rather than providers' judgments;
  - (5) Personalized Benefits Counseling: Employment specialists help people obtain personalized, understandable, and accurate information about their Social Security, Medicaid, and other government entitlements;
  - (6) Rapid Job Search: IPS programs use a rapid job search approach to help job seekers obtain jobs directly, rather than providing lengthy pre-

- employment assessment, training, and counseling. If further education is part of their plan, IPS specialists assist in these activities as needed;
- (7) Systematic Job Development: Employment specialists systematically visit employers, who are selected based on job seeker preferences, to learn about their business needs and hiring preferences; and
  - (8) Time-Unlimited and Individualized Support: Job supports are individualized and continue for as long as each worker wants and needs the support.
  - (9) Services are provided in the community. IPS specialists spend at least 65% of their total working hours away from their offices. They meet people at libraries, workforce centers, businesses, their homes, school or training programs, and other places individuals like to spend time.
  - (10) Services are individualized. IPS specialists assist with education and employment based on individual preferences, strengths, past education or employment experiences, factors related to the person's disability, living situation, supports, and more.
  - (11) IPS is a team-based approach. IPS specialists are part of the mental health/substance use treatment team and a vocational unit (IPS) team. They collaborate regularly with state Vocational Rehabilitation Counselors and include family members or other support people in planning (with client permission).
- k. The Grantee shall develop resources, including marketing and recruitment tools for employers, providers and service recipients, including on-line information and resources, to showcase successful relationships and encourage companies to recruit from this diversified workforce.
- l. The Grantee shall ensure the IPS/SE team consists of the following:
- (1) Two (2) full-time Employment Specialists;
  - (2) One (1) full-time Team Leader with at minimum one hundred percent (100) of their time dedicated to IPS; and
  - (3) Zero (0) full-time IPS Peer Support Specialist (CPRS).
- m. The Grantee shall ensure IPS/SE staff complete the IPS credentialing process in the allotted time frame as determined by the Office of Wellness and Employment, to include continuing education units (CEU) after certification. The credentialing process and information on CEU can be found at <https://tn.gov/behavioral-health/mental-health-services/ips-supported-employment/providers.html>.
- n. The Grantee shall ensure IPS/SE staff meet the education and/or experience requirements listed in the Department of Human Services' (TNDRS) CRP Manual, found at <https://www.tn.gov/humanservices/ds/vocational->

[rehabilitation/dhs-vr-loa1.html](https://www.rehabilitation/dhs-vr-loa1.html), which states that an individual must meet one of the following:

- (1) Bachelor's or Associate's from an accredited college or university in education, social work, human resources, healthcare, or disability related field of study; or
  - (2) High school diploma or GED and two (2) years of experience in education, social work, human resources, healthcare, or disability related field of study.
- o. Each IPS Peer Support Specialist (CPRS) must meet the following qualifications:
- (1) Be a current or past recipient of mental health services, and/or co-occurring services;
  - (2) Be a Certified Peer Recovery Specialist, or if not currently a Certified Peer Recovery Specialist become a Certified Peer Recovery Specialist within six (6) months from the date of hire; and
  - (3) Hold at minimum a bachelor's degree from an accredited institution of higher education.
- p. The Grantee must maintain Zero (0) full-time IPS Peer Support Specialist(s) (CPRS). Each CPRS should be a fully integrated IPS Supported Employment team member who provides essential expertise and consultation to the entire team to promote a culture in which each person's point of view and preferences are recognized, understood, respected, and integrated into care. Each IPS Peer Support Specialist (CPRS) shall receive a minimum of one (1) hour of face-to-face supervision on a monthly basis from a qualified supervisor as defined by the CPRS Handbook. Documentation of the date and duration of the supervision shall be kept by the grantee and shall be made available upon request of the State. Each IPS Peer Support Specialist (CPRS) shall also be allowed to attend and participate in relevant professional development opportunities and meet the annual requirement of ten (10) hours of continuing education. Training topics should include suicide awareness and intervention training, WRAP, motivational interviewing, and ethics for peers. The CPRS funded by this contract should have office space in the same location as the IPS Supported Employment team.
- q. The Grantee shall work in collaboration with the statewide IPS Trainer to implement and sustain IPS/SE through trainings and technical assistance. The Grantee will make appropriate staff available for trainings and technical assistance. The Grantee shall ensure the following are completed by IPS/SE staff:
- (1) Meet with assigned Trainer at frequency determined by IPS Trainers;
  - (2) Attend meetings and/or trainings scheduled by the IPS Statewide Trainers, including but not limited to: IPS Specialist meetings, IPS Peer Support Specialist meetings, Team Lead meetings, Executive Leadership

meetings, bi-monthly IPS training, other trainings as directed by the Office of Wellness and Employment;

- (3) Include IPS Trainer in IPS/SE unit, VR, and/or treatment team meetings to help the team develop strategies based on the IPS approach;
- (4) Collaborate with IPS Trainer to prepare for and complete fidelity reviews as scheduled; and
- (5) Other activities determined by IPS Trainers to improve IPS/SE team outcomes.

A.8. Process:

- a. The Grantee shall provide work space for the SE program staff that includes but may not be limited to, a desk, appropriate seating, computer and Internet access, basic office supplies, access to a phone line/fax line, access to a copier, and access to meeting space as needed and scheduled.
- b. The Grantee shall introduce the SE program staff to community providers, leaders, officials, and organizations in the community. Such introduction is to include an internal introduction to staff, an introduction to provider rules and regulations, and any other initiation/orientation that will benefit the SE program Team Leader in attaining the set goals of the SE program.
- c. The Grantee shall identify and provide a process to monitor complaints.
- d. The Grantee shall report to the State all complaints when lodged and report the resolutions of all complaints within thirty (30) days following the resolution.
- e. The Grantee shall submit monthly reports to the Division of Mental Health Services in a format prescribed by the State. Monthly reports shall be submitted by the fifteenth (15<sup>th</sup>) of the following month. It is expressly understood and agreed the obligations set forth in this section shall survive the termination of this Grant Contract as specifically indicated herein.
- f. The Grantee shall submit the final year report, in a format prescribed by the State, by July 15<sup>th</sup>, at the end of each fiscal year.
- g. Prior to monthly invoice submission, the Grantee shall submit programmatic report(s) to the Office of Wellness and Employment.
- h. The Grantee shall submit quarterly reports to the IPS Employment Center found at: <https://reporting.ipsworks.org/Account/Login.aspx?ReturnUrl=%2fProject%2fReports%2fStateReportsData.aspx>. It is expressly understood and agreed the obligations set forth in this section shall survive the termination of this Grant Contract as specifically indicated herein.
- i. The Grantee shall participate in IPS/SE Fidelity Scale monitoring twice per Grant Contract year administered by the Division of Mental Health in partnership with TNDRS and an IPS Trainer. Once the Grantee has received a score of one-hundred (100) on the IPS Fidelity Scale, the monitoring will only be required once per Grant Contract year.

- j. The Grantee shall participate in a series of trainings for all SE program staff including the SE program Team Leader, supervisor of the SE program, and others as directed by the Division of Mental Health Services, Office of Wellness and Employment.
  - k. The Grantee shall provide the Division of Mental Health Services detailed financial information on the SE program from the State, TennCare, and TNDRS to identify the cost-effectiveness of the SE program.
- A.9. Outcome – Access: Membership into the SE program is open to one hundred percent (100%) of those identified in Section A.5.
- A.10. Outcome – Capacity: The Grantee shall ensure the IPS/SE team maintains an Active Monthly Caseload of forty (40) individuals.
- A.11. Outcome – Effectiveness:
- a. The effectiveness of the SE program shall be shown by the following:
    - (1) A minimum number of unique clients will be served each fiscal year. The unique clients served for the contract year is forty-six (46). A maximum of ten percent (10%) of these clients, five (5) clients, can be supported with a long-term education goal.
    - (2) A minimum of twenty-five percent (25%) of those served who have gained integrated, competitive employment will maintain that employment for ninety (90) consecutive days. The number of clients with 90 days or more of consistent employment is twelve (12) per contract year.
    - (3) A minimum number of clients will be served each fiscal year by the IPS Peer Support Specialist (CPRS). The clients served by the CPRS for the contract year is zero (0).
- A.12. Funding Source: Department of Human Services (TNDRS) receives a formula grant from the U.S. Department of Education for State Vocational Rehabilitation Services. The name of the authorizing legislation for this grant is Public Law 113-128 I Rehabilitation Act of 1973, as Amended. All Federal VR funds drawn down for use, must be matched in an amount equivalent to at least 21.3 percent of the total amount expended under the VR program (e.g., both Federal and non-Federal shares). Department of Mental Health and Substance Abuse Services (DMHSAS) shall allocate to TNDRS, on an annual basis, non-Federal funds to be used to match Federal VR funds as described herein. In turn, TNDRS shall grant DMHSAS Federal VR funds to expand IPS by providing for the reimbursement of additional CRP resources.
- A.13. Annual spending under this grant contract will be restricted by the term denoted on each annual grant budget. The maximum annual expenditure amount for each year of this contract will be determined by the annual grant budget. Unspent funds will not carry forward to the next year of the grant.



- A.14. Incorporation of Federal Award Identification Worksheet. The federal award identification worksheet, which appears as Attachment Two (2), is incorporated in this Grant Contract.

**B. TERM OF CONTRACT:**

This Grant Contract shall be effective for the period beginning on July 1, 2025 ("Effective Date") and ending on June 30, 2028, ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

**C. PAYMENT TERMS AND CONDITIONS:**

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Four Hundred Fifty Thousand Dollars (\$450,000.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment One (1) is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.
- 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 reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.
- C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.
- C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

Tennessee Department of Mental Health and Substance Abuse Services  
ATTN: Fiscal Services  
Andrew Jackson Building, 6th Floor  
500 Deaderick Street  
Nashville, TN 37243

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
- (1) Invoice/Reference Number (assigned by the Grantee).
  - (2) Invoice Date.
  - (3) Invoice Period (to which the reimbursement request is applicable).
  - (4) Grant Contract Number (assigned by the State).
  - (5) Grantor: Department of Mental Health and Substance Abuse Services, Division of Mental Health Services.
  - (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
  - (7) Grantee Name.
  - (8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
  - (9) Grantee Remittance Address.

- (10) Grantee Contact for Invoice Questions (name, phone, or fax).
- (11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:
  - i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
  - ii. The amount reimbursed by Grant Budget line-item to date.
  - iii. The total amount reimbursed under the Grant Contract to date.
  - iv. The total amount requested (all line-items) for the Invoice Period.

b. The Grantee understands and agrees to all of the following.

- (1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
- (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
- (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.

C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may request revisions of Grant Budget line-items by letter, giving full details supporting such request, provided that such revisions do not increase total Grant Budget amount. Grant Budget line-item revisions may not be made without prior, written approval of the State in which the terms of the approved revisions are explicitly set forth. Any increase in the total Grant Budget amount shall require a Grant Contract amendment.

C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit quarterly grant disbursement reports within thirty (30) days following September 30, December 31, March 31, and a final invoice and grant disbursement reconciliation report within forty-five (45) days of the Grant Contract end date and in form and substance acceptable to the State.

- a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.
- b. The State shall not be responsible for the payment of any invoice submitted to the State after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
- c. The Grantee's failure to provide a final grant disbursement reconciliation report to the State as required by this Grant Contract shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the State pursuant to this Grant Contract.
- d. The Grantee must close out its accounting records at the end of the Term in such a way that reimbursable expenditures and revenue collections are NOT carried forward.

- C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.
- C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Central Procurement Office Policy Statement 2013-007 or any amendments or revisions made to this policy statement during the Term.
- C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.
- C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.
- C.12. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.
- C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.
- a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").
  - b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

**D. STANDARD TERMS AND CONDITIONS:**

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

depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

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

contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

The State:

Mark Liverman, Ed.S., Director of Wellness and Employment  
Division of Mental Health Services  
Department of Mental Health and Substance Abuse Services  
Andrew Jackson Building  
500 Deaderick Street, Nashville, TN 37243  
E-mail: mark.liverman@tn.gov  
Telephone: (615) 253-6748

The Grantee:

April Calvin, Director, Office of Homeless Services  
Metropolitan Government of Nashville and Davidson County  
3055 Lebanon Pike  
Nashville, TN 37214  
Email Address: April.calvin@nashville.gov  
Telephone: (615) 533-5924

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

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

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

shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

D.11. HIPAA Compliance. As applicable, the State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.

- a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.
- b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.
- c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.

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

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

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

D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.

D.14. Licensure. The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.

D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this

Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

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

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

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

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

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

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

- D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.
- D.19. Audit Report. The Grantee shall be audited in accordance with applicable Tennessee law.
- At least ninety (90) days before the end of its fiscal year, the Grantee shall complete the Information for Audit Purposes ("IAP") form online (accessible through the Edison Supplier portal) to notify the State whether or not Grantee is subject to an audit. The Grantee should submit only one, completed form online during the Grantee's fiscal year. Immediately after the fiscal year has ended, the Grantee shall fill out the End of Fiscal Year ("EOFY") (accessible through the Edison Supplier portal).

When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

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

- D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, or contracted services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision and for use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.317—200.327 when procuring property and services under a federal award.

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

For purposes of this Grant Contract, the term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds ten thousand dollars (\$10,000.00).

- D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.
- D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- D.23. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State's total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.
- D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this



Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.

- D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.
- D.26. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.
- D.27. No Acquisition of Equipment or Motor Vehicles. This Grant Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under this Grant Contract.
- D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: [http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200\\_main\\_02.tpl](http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl)
- D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.
- D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.
- D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.

- D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
- D.34. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
  - b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
  - c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
  - d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

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

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

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

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

**E. SPECIAL TERMS AND CONDITIONS:**

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.
- E.2. Printing Authorization. The Grantee agrees that no publication coming within the jurisdiction of Tenn. Code Ann. § 12-7-101, *et seq.*, shall be printed pursuant to this Grant Contract unless a printing authorization number has been obtained and affixed as required by Tenn. Code Ann. § 12-7-103(d).
- E.3. Environmental Tobacco Smoke. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the "Children's Act for Clean Indoor Air of 1995," Tenn. Code Ann. §§ 39-17-1601 through 1606, the Grantee shall prohibit smoking of tobacco products within any indoor premises in which services are provided to individuals under the age of eighteen (18) years. The Grantee shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this Grant Contract.
- E.4. The Grantee shall provide a drug-free workplace pursuant to the "Drug-Free Workplace Act," 41 U.S.C. §§ 8101 through 8106, and its accompanying regulations.
- E.5. Federal Funding Accountability and Transparency Act (FFATA).

This Grant Contract requires the Grantee to provide supplies or services that are funded in whole or in part by federal funds that are subject to FFATA. The Grantee is responsible for ensuring that all applicable FFATA requirements, including but not limited to those below, are met and that the Grantee provides information to the State as required.

The Grantee shall comply with the following:

- a. Reporting of Total Compensation of the Grantee's Executives.
  - (1) The Grantee shall report the names and total compensation of each of its five most highly compensated executives for the Grantee's preceding completed fiscal year, if in the Grantee's preceding fiscal year it received:
    - i. 80 percent or more of the Grantee's annual gross revenues from Federal procurement contracts and federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and sub awards); and
    - ii. \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act (and sub awards); and
    - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. § 78m(a), 78o(d)) or § 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>).

As defined in 2 C.F.R. § 170.315, "Executive" means officers, managing partners, or any other employees in management positions.

- (2) Total compensation means the cash and noncash dollar value earned by the executive during the Grantee's preceding fiscal year and includes the following (for more information see 17 CFR § 229.402(c)(2)):
- i. Salary and bonus.
  - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
  - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
  - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
  - v. Above-market earnings on deferred compensation which is not tax qualified.
  - vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.
- b. The Grantee must report executive total compensation described above to the State by the end of the month during which this Grant Contract is established.
  - c. If this Grant Contract is amended to extend its term, the Grantee must submit an executive total compensation report to the State by the end of the month in which the amendment to this Grant Contract becomes effective.
  - d. The Grantee will obtain a Unique Entity Identifier (SAM) and maintain its number for the term of this Grant Contract. More information about obtaining a Unique Entity Identifier can be found at: <https://www.gsa.gov>.

The Grantee's failure to comply with the above requirements is a material breach of this Grant Contract for which the State may terminate this Grant Contract for cause. The State will not be obligated to pay any outstanding invoice received from the Grantee unless and until the Grantee is in full compliance with the above requirements.

- E.6. Transfer of Grantee's Obligations. The Grantee shall not transfer or restructure its operations related to this Grant Contract without the prior written approval of the State. The Grantee shall immediately notify the State in writing of a proposed transfer or restructuring of its operations related to this Grant Contract. The State reserves the right to request additional information or impose additional terms and conditions before approving a proposed transfer or restructuring.
- E.7. Equal Opportunity. As a condition for receipt of grant funds, the Grantee agrees to comply with 41 C.F. R. § 60-1.4 as that section is amended from time to time during the term.
- E.8. Clean Air Act and Federal Water Pollution Control Act. As a condition for receipt of funds, the Grantee agrees to comply with the Clean Air Act, 42 U.S.C. § 7401 *et seq.* and the Federal Water Pollution Control Act, 33 U.S.C § 1251 *et seq.*, as those sections are amended from time to time during the term. Violations must be reported to the Tennessee Department of Human Services and the Region 4 Office of the Environmental Protection Agency.

- E.9. Americans with Disabilities Act. The Grantee must comply with the Americans with Disabilities Act (ADA) of 1990, as amended, including implementing regulations codified at 28 CFR Part 35 "Nondiscrimination on the Basis of Disability in State and Local Government Services" and at 28 CFR Part 36 "Nondiscrimination on the Basis of Disability in Public Accommodations and Commercial Facilities," and any other laws or regulations governing the provision of services to persons with a disability, as applicable. For more information, please visit the ADA website: <http://www.ada.gov>.
- E.10. Rule 2 Compliance. The State and the Grantee 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 C.F.R. §§ 2.1 *et seq.*
- a. The Grantee 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 Grant Contract.
  - b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by Rule 2 of the Confidentiality of Alcohol and Drug Abuse Patient Records, and its regulations, in the course of performance of the Grant 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 Grantee 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 Grantee in compliance with Rule 2 of the Confidentiality of Alcohol and Drug Abuse Patient Records. This provision shall not apply if information received by the State under this Grant 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 the State to receive such information without entering into a business associate agreement or signing another such document.
- E.11. Additional Subcontracting Requirements. If subcontracts are approved by the State, they shall contain, in addition to those sections identified in D.5., sections on "Licensure", "Environmental Tobacco Smoke", "Confidentiality of Records", "HIPAA Compliance", and "Rule 2 Compliance" (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.
- E.12. Title VI Compliance. Grantee shall comply with requirements of Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d-1, pursuant to the guidelines established by the Tennessee Human Rights Commission's Title VI Compliance Office, by completing all of the following items:
- a. Provide name and contact information of Grantee's Title VI Coordinator to State.
  - b. Ensure Policies and Procedures Manual contains a Title VI section with information on:
    - (a) Filing a complaint; (b) Investigations; (c) Report of findings; (d) Hearings and appeals;
    - (e) Description of Title VI Training Program; (f) Limited English Proficiency (LEP) procedure; and (g) Retaliation.
  - c. Train all staff (regular, contract, volunteer) on Title VI upon employment and annually thereafter. Training documentation shall be made available upon request of State, and include: 1) dates and duration of each training; 2) list of staff completing training on each date.

- d. Annually complete and submit a Title VI self-survey as supplied by State.
- e. Implement a process and provide documentation to ensure service recipients are informed of Title VI and how to file a discrimination complaint.

Additional Title VI resources may be found at: <https://www.tn.gov/behavioral-health/providers/training/crisis-services-and-suicide-prevention-training/title-vi-.html>

E.13. Suspension of Payment.

- a. The State may suspend payment under this Grant Contract on the following grounds:
  - i. Grantee's failure to comply with the terms of Section A of this Grant Contract.
  - ii. More than one instance, after written notice, of Grantee's failure to address reportable findings in a Monitoring Report issued by the State.
  - iii. Grantee's failure to comply with any terms of this Grant Contract, which the State determines is detrimental to the welfare or best interests of Grantee's service recipients.
- b. The State will provide written notice to Grantee for the suspension of payments under this Grant Contract. The State may suspend payment pending resolution of an investigation or until Grantee corrects a finding of non-compliance with the terms of this Grant Contract. Suspension of payments shall not exceed two hundred and forty (240) days. Failure to comply with the terms of this Grant Contract or correct the State's finding of non-compliance within two hundred and forty (240) days entitles the State to exercise any right at law or in equity, including without limitation, termination of this Grant Contract.

E.14. kidcentraltn.com. If goods or services provided under this Grant Contract are appropriate for inclusion in the State services directory located at [www.kidcentraltn.com](http://www.kidcentraltn.com) ("Directory"):

- a. The State shall designate a "Gatekeeper" to: 1) provide instruction on which goods or services should be included in the Directory; 2) invite Grantee to create one or more program profiles in the Directory; 3) review, approve and publish Grantee's profiles; and 4) monitor activity related to the profiles.
- b. Grantee shall, under the guidance of the Gatekeeper, create one or more program profiles in the Directory (if Grantee has more than one service appropriate for the Directory, Gatekeeper will instruct which services to include) as appropriate. Grantee shall update any profiles it creates at least every six months and, in the event of any change in information, update the profile within ten (10) business days. If Grantee has a website, Grantee shall provide a link to [www.kidcentraltn.com](http://www.kidcentraltn.com) from the appropriate section of the website.
- c. If Grantee develops print or electronic materials on behalf of the State, or uses State funds that are intended for general distribution to parents, families, children, or professionals who work directly with children or families, Grantee must place the "kidcentral tn" logo on those materials. Covered materials include, by way of example only, brochures, posters, promotional postcards, mailers. The State reserves the right to instruct Grantee to apply the "kidcentral tn" logo or brand to any other materials, using templates provided by the State. The logo requirement does not apply to materials that have already been printed, designed or originating from the federal government, national organizations or other groups where Grantee serves as a pass-through of the materials. The "kidcentral tn" logo should not be applied to individualized correspondence or materials intended for a single family or

professional and should not be applied to purely administrative materials (materials about rules, sanctions, regulations, enforcement).

E.15. License. State hereby grants to Grantee the non-exclusive, non-transferable license, privilege and authority to use the Property in connection with the project as approved, set out in this Contract at Section A all other rights being reserved to State for the Term of this contract as provided below.

a. Property. The "Property" licensed mark:



i. Exclusivity. None.

ii. Territory. Worldwide.

b. Term. Grantee shall begin to use the Property as set out in Contract Section A and shall cease upon termination of the Contract unless otherwise agreed to herein.

c. Use Limitations and Collateral Materials. The Property may be used on signs, promotional materials, marketing materials, Grantee's visitor website, and/or as otherwise set out in Contract at Section A. The License also includes the right to create and use promotional, advertising and packing material in connection with marketing of the services. In advertising and promoting with use of the Property, Grantee shall seek prior approval as set out in this Section. The Grantee does not have any rights to use the Property on any consumer products or merchandise rights.

d. Use of Signage and Other Materials. Upon expiration of this License, Grantee shall cease use of the Property on current materials. If this License is terminated earlier than contemplated by this Contract, Grantee and State shall negotiate in good faith the wind up of the License.

e. Sub-licensing. Sub-licensing is not allowed.

f. Approvals. All use of the Property shall require State's prior written approval. Failure to obtain approvals at all stages shall be cause for termination of Grantee's use of the Property, only, and not the remainder of the Contract unless failure to use the Property results in a material breach.

g. Intellectual Property Notices. The Property shall always be displayed with the "®" symbol and the following notice shall appear, where space permits, on all marketing or collateral materials bearing the Property:



is a registered trademark and is used under license to the Grantee.

h. Exclusive Property of State. The Property is and shall remain the exclusive property of State and all rights arising from the use of the Property, shall inure to State. Grantee acknowledges that it does not now have and in the future will not assert any right, title or


interest of any kind or nature whatsoever in or to the Property nor will it change or contest any of State's rights therein.

i. Royalty Rate. This License shall be royalty free.

FOR THE PROVISION OF THE SUPPORTED EMPLOYMENT EXPANSION PROGRAM:

IN WITNESS WHEREOF,

METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

  
 GRantee SIGNATURE (Conditional on subsequent approval by Metro Council by resolution) DATE 06/18/25

April Calvin, Director Metro Office of Homeless Services

PRINTED NAME AND TITLE OF GRantee SIGNATORY (above)

DEPARTMENT OF MENTAL HEALTH AND SUBSTANCE ABUSE SERVICES:

Marie Williams/MY  
 Marie Williams/MY (Jun 23, 2025 08:29 CDT)  
 MARIE WILLIAMS, COMMISSIONER

DATE



SIGNATURE PAGE  
FOR  
GRANT NO. OHS-Supported Employment Expansion 26-28

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

METROPOLITAN GOVERNMENT OF  
NASHVILLE AND DAVIDSON COUNTY

[SEE PREVIOUS PAGE](#)

Department	Date
------------	------

APPROVED AS TO AVAILABILITY  
OF FUNDS:

Jennine Reed/mjw  
Director of Finance  
Department of Finance

9/23/2025 | 10:07 AM CDT  
Date

APPROVED AS TO RISK AND INSURANCE:

Balogun Cobb  
Director of Insurance

9/23/2025 | 10:42 AM CDT  
Date

APPROVED AS TO FORM AND  
LEGALITY:

Hannah Britlin  
Metropolitan Attorney

9/23/2025 | 8:13 AM PDT  
Date

FILED:

\_\_\_\_\_  
Metropolitan Clerk

\_\_\_\_\_  
Date

Year 1

GRANT BUDGET SUMMARY				
Agency Name: Metropolitan Government of Davidson County				
Program Code Name: Supported Employment Expansion 26				
The grant budget line-item amounts below shall be applicable only to expense incurred during the following				
Applicable Period: BEGIN 7/1/2025 END: 6/30/2026				
POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY <sup>1</sup>	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1, 2	Salaries, Benefits & Taxes <sup>2</sup>	\$143,422.00	\$0.00	\$143,422.00
4, 15	Professional Fee, Grant & Award <sup>2</sup>	\$0.00	\$0.00	\$0.00
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications <sup>2</sup>	\$4,000.00	\$0.00	\$4,000.00
11, 12	Travel, Conferences & Meetings <sup>2</sup>	\$0.00	\$0.00	\$0.00
13	Interest <sup>2</sup>	\$0.00	\$0.00	\$0.00
14	Insurance <sup>2</sup>	\$0.00	\$0.00	\$0.00
16	Specific Assistance To Individuals <sup>2</sup>	\$2,578.00	\$0.00	\$2,578.00
17	Depreciation <sup>2</sup>	\$0.00	\$0.00	\$0.00
18	Other Non-Personnel <sup>2</sup>	\$0.00	\$0.00	\$0.00
20	Capital Purchase <sup>2</sup>	\$0.00	\$0.00	\$0.00
22	Indirect Cost <sup>2</sup>	\$0.00	\$0.00	\$0.00
24	In-Kind Expense <sup>2</sup>	\$0.00	\$0.00	\$0.00
25	<b>GRAND TOTAL</b>	<b>\$150,000.00</b>	<b>\$0.00</b>	<b>\$150,000.00</b>

<sup>1</sup> Each expense object line-item is defined by the U.S. OMB's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart E Cost Principles (posted on the Internet at: <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-E>) and CPO Policy 2013-007 (posted online at <https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/library-.html>).

<sup>2</sup> Applicable detail follows this page if line-item is funded.

GRANT BUDGET LINE-ITEM DETAIL:

Year 1

Agency Name: Metropolitan  
Government of  
Davidson County  
Supported  
Program Code Name: Employment  
Expansion 26  
Begin Date: 7/1/2025  
End Date: 6/30/2026

SALARIES, BENEFITS & TAXES	AMOUNT
Salaries	\$119,052.00
Benefits and Taxes	\$24,370.00
TOTAL	\$143,422.00

SUPPLIES (includes "Sensitive Minor Equipment"), TELEPHONE, POSTAGE & SHIPPING, OCCUPANCY, EQUIPMENT RENTAL & MAINTENANCE, PRINTING & PUBLICATION	AMOUNT
Supplies	\$4,000.00
TOTAL	\$4,000.00

SPECIFIC ASSISTANCE TO INDIVIDUALS	AMOUNT
Specific Assistance to Individuals	\$2,578.00
TOTAL	\$2,578.00

Year 2

GRANT BUDGET SUMMARY				
Agency Name: Metropolitan Government of Davidson County				
Program Code Name: Supported Employment Expansion 27				
The grant budget line-item amounts below shall be applicable only to expense incurred during the following				
Applicable Period: BEGIN 7/1/2026 END: 6/30/2027				
POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY <sup>1</sup>	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1, 2	Salaries, Benefits & Taxes <sup>2</sup>	\$150,000.00	\$0.00	\$150,000.00
4, 15	Professional Fee, Grant & Award <sup>2</sup>	\$0.00	\$0.00	\$0.00
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications <sup>2</sup>	\$0.00	\$0.00	\$0.00
11, 12	Travel, Conferences & Meetings <sup>2</sup>	\$0.00	\$0.00	\$0.00
13	Interest <sup>2</sup>	\$0.00	\$0.00	\$0.00
14	Insurance <sup>2</sup>	\$0.00	\$0.00	\$0.00
16	Specific Assistance To Individuals <sup>2</sup>	\$0.00	\$0.00	\$0.00
17	Depreciation <sup>2</sup>	\$0.00	\$0.00	\$0.00
18	Other Non-Personnel <sup>2</sup>	\$0.00	\$0.00	\$0.00
20	Capital Purchase <sup>2</sup>	\$0.00	\$0.00	\$0.00
22	Indirect Cost <sup>2</sup>	\$0.00	\$0.00	\$0.00
24	In-Kind Expense <sup>2</sup>	\$0.00	\$0.00	\$0.00
25	GRAND TOTAL	\$150,000.00	\$0.00	\$150,000.00

<sup>1</sup> Each expense object line-item is defined by the U.S. OMB's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart E Cost Principles (posted on the Internet at: <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-E>) and CPO Policy 2013-007 (posted online at <https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/library-.html>).

<sup>2</sup> Applicable detail follows this page if line-item is funded.

Year 3

<b>GRANT BUDGET SUMMARY</b>				
<b>Agency Name: Metropolitan Government of Davidson County</b>				
<b>Program Code Name: Supported Employment Expansion 28</b>				
<b>The grant budget line-item amounts below shall be applicable only to expense incurred during the following</b>				
<b>Applicable Period: BEGIN 7/1/2027 END: 6/30/2028</b>				
<b>POLICY 03 Object Line-item Reference</b>	<b>EXPENSE OBJECT LINE-ITEM CATEGORY <sup>1</sup></b>	<b>GRANT CONTRACT</b>	<b>GRANTEE PARTICIPATION</b>	<b>TOTAL PROJECT</b>
1, 2	Salaries, Benefits & Taxes <sup>2</sup>	\$150,000.00	\$0.00	\$150,000.00
4, 15	Professional Fee, Grant & Award <sup>2</sup>	\$0.00	\$0.00	\$0.00
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications <sup>2</sup>	\$0.00	\$0.00	\$0.00
11, 12	Travel, Conferences & Meetings <sup>2</sup>	\$0.00	\$0.00	\$0.00
13	Interest <sup>2</sup>	\$0.00	\$0.00	\$0.00
14	Insurance <sup>2</sup>	\$0.00	\$0.00	\$0.00
16	Specific Assistance To Individuals <sup>2</sup>	\$0.00	\$0.00	\$0.00
17	Depreciation <sup>2</sup>	\$0.00	\$0.00	\$0.00
18	Other Non-Personnel <sup>2</sup>	\$0.00	\$0.00	\$0.00
20	Capital Purchase <sup>2</sup>	\$0.00	\$0.00	\$0.00
22	Indirect Cost <sup>2</sup>	\$0.00	\$0.00	\$0.00
24	In-Kind Expense <sup>2</sup>	\$0.00	\$0.00	\$0.00
25	<b>GRAND TOTAL</b>	<b>\$150,000.00</b>	<b>\$0.00</b>	<b>\$150,000.00</b>

<sup>1</sup> Each expense object line-item is defined by the U.S. OMB's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart E Cost Principles (posted on the Internet at: <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-E>) and CPO Policy 2013-007 (posted online at <https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/library-.html>).

<sup>2</sup> Applicable detail follows this page if line-item is funded.

GRANT BUDGET LINE-ITEM DETAIL:

Year 3  
Agency Name: Metropolitan  
Government of  
Davidson County  
Supported  
Program Code Name: Employment  
Expansion 28  
Begin Date: 7/1/2027  
End Date: 6/30/2028

SALARIES, BENEFITS & TAXES	AMOUNT
Salaries	\$124,512.00
Benefits and Taxes	\$25,488.00
TOTAL	\$150,000.00

**Federal Award Identification Worksheet****ATTACHMENT 2**

Metropolitan Government of Davidson County

Subrecipient's name (must match name associated with its Unique Entity Identifier (SAM))	Nashville & Davidson County, Metropolitan Government Of
Subrecipient's Unique Entity Identifier (SAM)	LGZLHP6ZHM55
Federal Award Identification Number (FAIN)	H126A230063
Federal Award Date	July 01, 2025 - June 30, 2028
Subaward Period of Performance Start and End Date	07/01/2025 - 06/30/2028
Subaward Budget Period Start and End Date	07/01/2025 - 06/30/2028
Assistance Listing Number (formerly known as the CFDA Number) and Assistance Listing program title	84.126 State Vocational Rehabilitation Services Program
Grant Contract's Begin Date	July 01, 2025
Grant Contract's End Date	June 30, 2028
Amount of Federal Funds Obligated by this Grant Contract	\$450,000.00
Total Amount of Federal Funds Obligated to the Subrecipient	\$450,000.00
Total Amount of the Federal Award to the Pass-through Entity (Grantor State Agency)	\$21,692,568.72
Federal award project description (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA))	Coordination of Employment Services for Individuals with a Mental Health Diagnosis and Co-occurring Disability
Name of the Federal Awarding Agency	Tennessee Dept. of Human Services
Name of pass-through entity	Department of Mental Health and Substance Abuse Services
Name and contact information for the pass-through entity awarding official	Marie Williams, LCSW, Commissioner Mental Health and Substance Abuse Services Marie.Williams@tn.gov
Name and Contact Information for the Federal Awarding Official	Lacy Black, Director of Contracts Vocational Rehabilitation Services Program Phone: 615-855-9913 Email: lacy.l.black@tn.gov
Is the Federal Award for Research and Development	Yes No <input checked="checked" type="checkbox"/>
Indirect Cost Rate for the Federal Award (See 2 C.F.R. §200.331 for information on type of indirect cost rate)	

form generated on: 4/2/2025

**METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY**



FREDDIE O'CONNELL  
MAYOR

WALLACE W. DIETZ.  
DIRECTOR OF LAW

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

September 19, 2025

Mark Liverman, Ed.S., Director of Wellness and Employment  
Division of Mental Health Services  
Department of Mental Health and Substance Abuse Services  
Andrew Jackson Building  
500 Deaderick Street, Nashville, TN 37243

Mr. Liverman,

This letter serves as written notice to the State regarding compliance with the Debarment and Suspension clause in the grant contract. That clause requires the grantee to certify that it “ha[s] not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.” The clause further requires the grantee to “provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified, or presently fall under any of the prohibitions of sections a-d.”

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

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

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

Sincerely,

A handwritten signature in blue ink, reading "Wallace W. Dietz", is written over the printed name.

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