Resolution	No.		

A resolution accepting a grant from the Tennessee Department of Mental Health and Substance Abuse Services, to the Metropolitan Government, acting by and through the Davidson County Juvenile Court, to implement a Safe Baby Court program, an evidence-based specialized infant and toddler court that uses the science of early childhood development to meet the urgent needs of infants, toddlers, and their families.

WHEREAS, the Tennessee Department of Mental Health and Substance Abuse Services, has awarded a grant in an amount not to exceed \$585,000.00 with no cash match required to the Metropolitan Government, acting by and through the Davidson County Juvenile Court, to implement a Safe Baby Court program, an evidence-based specialized infant and toddler court that uses the science of early childhood development to meet the urgent needs of infants, toddlers, and their families; 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 grant by and between the Tennessee Department of Mental Health and Substance Abuse Services, in an amount not to exceed \$585,000.00, to the Metropolitan Government, acting by and through the Davidson County Juvenile Court, to implement a Safe Baby Court program, an evidence-based specialized infant and toddler court that uses the science of early childhood development to meet the urgent needs of infants, toddlers, and their families, a copy of which grant is attached hereto and incorporated herein, is hereby approved.

Section 2. That the amount of this grant be appropriated to the Davidson County Juvenile Court 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:	INTRODUCED BY:
Jenneen Reed, Director Department of Finance	•
APPROVED AS TO FORM AND LEGALITY:	Member(s) of Council
Courtney Wohan Assistant Metropolitan Attorney	

GRANT SUMMARY SHEET

Grant Name:

Safe Baby Courts 26-28

Department:

JUVENILE COURT

Grantor:

TENN. DEPT. OF MENTAL HEALTH & SUBSTANCE

ABUSE SERVICES

Pass-Through Grantor

(If applicable):

Total Award this Action:

\$585,000.00

Cash Match Amount

\$0.00

Department Contact:

Nicole Whitlock

8802368

Status:

CONTINUATION

Program Description:

The Safe Baby Court will work with families of children zero (0) to three (3) years of age to reduce the incident of child abuse, neglect, and endangerment to minimize the effects of childhood trauma on small children and provide family stability to partipoipants in the program.

Plan for continuation of services upon grant expiration:

Services would be discontinued.

Grants Tracking Form

	March Cold Political	26 Jan 198		One		S. Control of Automotive	MACHERICANIA	
Pre-Application O	Application	0	Award Accept		Contract Amend	ment O		NAME OF TAXABLE PARTY.
Department	Dept. No.			Contact			Phone	Fax
JUVENILE COURT	026	Nicole Whitlock		— Saling-way	TO THE PERSON WITH		8802368	1966
Grant Name:	Safe Baby Cour	ts 26-28						
Grantor:	TENN, DEPT, OF MEN	TAL HEALTH & SUBSTA	NCE ABUSE SERVICES		▼ Other:	5		
Grant Period From:	07/01/25		(applications only) /	Anticipated Applicat	The second secon	17		
Grant Period To:	06/30/28	1	WHITE ASSESSMENT OF THE PARTY O	Application Deadline	CALCULATION OF STREET			
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Award Type:	COMPETITIVE			Total Award:	Milater roject.	\$585,000.00		
Status:	CONTINUATION	-		Metro Cash Ma	atch:	\$0.00		
Metro Category:	Est. Prior.	-		Metro In-Kind		\$0.00		
CFDA#	N/A	T		The state of the s	roval required?	\$0.00		
Project Description:		4		the second secon	The state of the s			
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Fixed Amount of \$ Explanation for "Other" me.	N/A	or		% of Grant	37.6	Other:		
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Departmental Indirect Cost	The second secon	12.5010	23.63%		Grant to Metro:		\$138,235.50	
Indirect Costs allowed?	● Yes O No	% Allow.			ested from Grant	or.	\$55,896.00	in hudee
If "No", please attach docum	THE STATE OF THE S					VI.	935,090,00	in budge
Oraw down allowable? Metro or Community-based		Tantor trat mure	or costs are not	allowable. See III	structions			
			Part Tw					
			Gra	int Budget				un di
Budget Metro Federal Year Fiscal Grantor	State Grantor	Other Grantor	Local Match Cash	Match Source (Fund, BU)	Local Match In-Kind	Total Grant Each Year	Indirect Cost to	Ind. Cost Neg. from

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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
Yr1	FY26		\$195,000.00		\$0.00		\$0.00	\$195,000.00	\$46,078.50	\$18,632.00
Yr 2	FY27		\$195,000,00		\$0.00		\$0.00	\$195,000.00	\$46,078.50	\$18,632.00
Yr3	FY28		\$195,000.00		\$0.00		\$0.00	\$195,000.00	\$46,078.50	\$18,632.00
Yr4	FY									
Yr5	FY_									
Tot	al	\$0.00	\$585,000.00	\$0.00	\$0.00		\$0.00	\$585,000.00	\$138,235,50	\$55,896,00
	Date	Awarded:		05/09/25	Tot. Awarded:	\$585,000.00	Contract#:	DGA 86362_2028	5-2028_013	
	(or) E	Date Denied:			Reason:					
	(or) D	ate Withdray	wn:		Reason:					

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

Rev. 5/13/13

6040

GCP Received 05/12/25

JP



AGRICU AGRICU		ursement	L GRANT CON grant contract with ntalities)			e local governmental entity or their
Begin Da	te	End Dat	e Agency Tracking #			Edison ID
	July 1, 2025		June 30, 2028		(8)	DGA 86362_2025-2028_013
Grantee	Legal Entity Name)				Edison Vendor ID
Metro	politan Governmer	t of Davids	son County			4
□s	ient or Recipient ubrecipient		Assistance Listing	Numbe	r	
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Service C	caption (one line o	nly)				
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Funding FY	State	Federal	Interdeparti		Other	TOTAL C
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2028				00.00		\$195,000.00
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TOTAL:			\$585.	00.00		\$585,000.00
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	election Process	Summary	Pursuant to TCA 3 accordance with 3 commissioner dutine health and substa promoting the avaprevention, early its second s	tate polities and proceabustillability of the networks the networks.	cy, department powers as relate se authority res of a comprehen ion, treatment,	grantees are selected in duties, department powers, and ed to serving as the state's mental ponsible for planning for and sive array of high quality and habilitation services and recipients in a community-based,
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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 Metropolitan Government of Davidson County, hereinafter referred to as the "Grantee," is for the provision of Safe Baby Courts, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 4

A. SCOPE OF SERVICES AND DELIVERABLES:

- A.1. The Grantee shall provide all 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. Definitions. For the purposes of this Contract, definitions shall be as follows:
 - a. "Active Community Team" shall mean a group of representatives from agencies, early childhood systems, and other providers, who work to improve outcomes for very young children in foster care, or at risk for removal, and their families. The Juvenile Court Judge, Department of Children's Services leadership, and the Safe Baby Court Coordinator are key members of this team. The Safe Baby Court Coordinator provides instrumental support in making sure the meetings happen regularly and frequently.
 - b. "Quest" shall mean the Quest Case Management System, an electronic database that serves as the official data entry system for the Tennessee Safe Baby Court Program.
 - c. "Safe Baby Court" or "SBC" shall mean an evidence-based specialized infant and toddler court that uses the science of early childhood development to meet the urgent needs of infants and toddlers and their families. The SBC is a problem-solving court that carries the same powers of the Juvenile Court that created it, but provides specialized dockets, more frequent professional and judicial oversight, multidisciplinary teams, and a wraparound service delivery approach that supports the entire family unit.
 - d. "Safe Baby Court Coordinator" shall mean a full-time staff person who coordinates and participates in an interdisciplinary direct service team that supports the child and family. As a neutral party in this team, the Safe Baby Court Coordinator is positioned to facilitate information sharing and problem-solving.

- e. "Statewide Safe Baby Court Leadership Team" shall mean a team comprised of leaders from the three agencies statutorily responsible for implementation and oversight of the Tennessee Safe Baby Court program. These agencies are the Administrative Office of the Courts, the Department of Children's Services, and the Department of Mental Health and Substance Abuse Services.
- A.4. In collaboration with the Juvenile Court Judge in the identified jurisdiction, Grantee shall implement a Safe Baby Court ("SBC") program. Grantee shall employ a full time Safe Baby Court Coordinator to implement the SBC. The Safe Baby Court Coordinator must have an identified supervisor that is not a judicial officer. Grantee may also allocate funds for other staff to support the SBC, including, but not limited to, a magistrate, a supervisor, a peer support, or a case manager.
- A.5. Prior to the provision of any services for this Grant Contract, all Grantee personnel performing work under this Grant Contract shall provide fingerprint samples for a criminal history records check conducted by the Tennessee Bureau of Investigation. Fingerprints may only be submitted at DCS approved sites where they can be processed electronically. The Grantee shall be responsible for the payment of all fee(s) for Grantee personnel providing their fingerprint samples and submitting to a criminal history review.
- A.6. The Grantee shall implement the SBC with children at risk of entering DCS custody or in DCS custody, by giving specialized attention to these children and their families to:
 - a. Reduce time to permanency of children by surrounding at-risk families with support services;
 - b. Reduce incidences of repeat maltreatment among children;
 - c. Reduce the long-term and short-term effects of traumatic experiences occurring on a child's brain development;
 - d. Promote public safety through these reductions;
 - e. Increase the personal, familial, and societal accountability of families; and,
 - f. Promote effective interaction and the use of resources among public and private, state, and local agencies for:
 - 1. Child and family;
 - Mental health; and,
 - 3. Community services.
- A.7. In implementing and maintaining the SBC, Grantee will comply with and be evaluated against the Tennessee Safe Baby Courts Best Practice Standards (2020 and as revised and incorporated herein by reference). Grantee will work in compliance with the Statewide Safe Baby Court Leadership Team and any related initiatives.
- A.8. The Grantee will conduct Active Community Team meetings at least quarterly.
- A.9. The Grantee shall use Quest to document information pertaining to the children and families served by the program and in support of the reporting requirements established by Tenn. Code Ann. 37-1-901 et. seq. All data shall be entered into Quest by the 10th day of the following month.
- A.10. The Grantee will submit invoices at least quarterly.

- A.11. The Grantee will ensure that the use of specific assistance funds for a family is related to an identified need on the permanency plan. If the identified use of specific assistance will exceed \$200.00 per instance, the Grantee will seek approval prior to spending those funds by making the appropriate request to the Statewide Safe Baby Court Leadership Team.
- A.12. The Grantee may request to expand service population during the term of the grant by making appropriate request to the Statewide Safe Baby Court Leadership Team.
- A.13. Monitoring: The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury or their duly appointed representatives. The Grantor interprets this section as a requirement for Grantee to be in compliance with State of Tennessee's monitoring requirements that exist outside of individual agency requirements.
- A.14. 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.

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 five hundred eighty-five thousand dollars (\$585,000.00) ("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. <u>Travel Compensation</u>. 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. <u>Invoice Requirements</u>. 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 Children and Youth 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. <u>Budget Line-items</u>. 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. <u>Disbursement Reconciliation and Close Out</u>. 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.
- 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. <u>Cost Allocation</u>. 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. <u>Prerequisite Documentation</u>. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.
 - 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. <u>Termination for Cause</u>. 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. <u>Subcontracting</u>. 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:

Elizabeth Setty Reeve, J.D., Director
Office of Juvenile Justice
Division of Children and Youth Mental Health Services
Department of Mental Health and Substance Abuse Services
Andrew Jackson Building
500 Deaderick Street
Nashville, TN 37243
Email: Elizabeth.Reeve@tn.gov
Telephone: 615/707-0171

The Grantee:

Sheila Calloway, Judge Metropolitan Government of Davidson County 100 Woodland Street Nashville, TN 37213 Email: sheilacalloway@jisnashville.gov Telephone: 615/862-7935

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. <u>Subject to Funds Availability</u>. 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. <u>HIPAA Compliance</u>. 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. <u>Public Notice</u>. 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. <u>Licensure</u>. 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. <u>Progress Reports</u>. 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 <u>Strict Performance</u>. 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. <u>Limitation of State's Liability</u>. 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. <u>Tennessee Department of Revenue Registration</u>. 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. <u>Charges to Service Recipients Prohibited</u>. 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
- 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. <u>Completeness</u>. 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. <u>Headings</u>. 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. <u>Debarment and Suspension.</u> The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
 - a are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
 - b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
 - 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. <u>Conflicting Terms and Conditions</u>. 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. <u>Transfer of Grantee's Obligations.</u> 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.6. 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.7. 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.
 - 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.

- 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.8. 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.9. <u>Title VI Compliance.</u> 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 <u>all</u> 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/for-providers/training/crisis-services-and-suicide-prevention-training/title-vi-.html

E.10. 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.
 - 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.11. <u>kidcentraltn.com.</u> If goods or services provided under this Grant Contract are appropriate for inclusion in the State services directory located at <u>www.kidcentraltn.com</u> ("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 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.12. <u>License</u>. 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. <u>Use Limitations and Collateral Materials</u>. 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. <u>Use of Signage and Other Materials</u>. Upon expiration of this License, Grantee shall cease use of the Property on current materials. If this License is terminated earlier then contemplated by this Contract, Grantee and State shall negotiate in good faith the wind up of the License.
- e. <u>Sub-licensing</u>. 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. <u>Intellectual Property Notices</u>. 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. <u>Exclusive Property of State</u>. 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 SAFE BABY COURTS PROGRAM:

IN WITNESS WHEREOF.

METROPOLITAN GOVERNMENT OF DAVIDSON COUNTY:

GRANTEE SIGNATURE

DATE

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF MENTAL HEALTH AND SUBSTANCE ABUSE SERVICES:

MARIE WILLIAMS, COMMISSIONER

DATE

SIGNATURE PAGE FOR GRANT NO. <u>FY26-28 Safe Babies Court</u>

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

METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY Juvenile Count Judge	May 9, 2025
APPROVED AS TO AVAILABILITY OF FUNDS: Jenneen Reed, Director Department of Finance	May 30, 2025 Date
APPROVED AS TO RISK AND INSURANCE: Director of Insurance APPROVED AS TO FORM AND	May 30, 2025 Date
Courtney Mohan Metropolitan Attorney	5/30/25 Date
FILED:	
Metropolitan Clerk	Date

YEAR 1

\$0.00

\$195,000.00

\$0.00

GRANT BUDGET SUMMARY Agency Name: Metropolitan Government of Davidson County Program Code Name: Safe Baby Courts 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 **GRANT GRANTEE** 03 Object EXPENSE OBJECT LINE-ITEM CATEGORY 1 **TOTAL PROJECT** CONTRACT PARTICIPATION Line-item Reference Salaries, Benefits & Taxes 2 1.2 \$156,068.00 \$0.00 \$156,068.00 4, 15 Professional Fee, Grant & Award 2 \$1,000.00 \$0.00 \$1,000.00 Supplies, Telephone, Postage & Shipping. 5, 6, 7, 8, Occupancy, Equipment Rental & Maintenance, \$1,500.00 \$0.00 \$1,500.00 Printing & Publications 2 11 12 Travel, Conferences & Meetings 2 \$2,800.00 \$0.00 \$2,800.00 13 Interest 2 \$0.00 \$0.00 \$0.00 Insurance 2 \$0.00 \$0.00 \$0.00 16 Specific Assistance To Individuals 2 \$15,000.00 \$0.00 \$15,000.00 Depreciation ² 17 \$0.00 \$0.00 \$0.00 Other Non-Personnel 2 18 \$0.00 \$0.00 \$0.00 20 Capital Purchase 2 \$0.00 \$0.00 \$0.00 22 Indirect Cost 2 \$18,632.00 \$18,632.00 \$0.00 In-Kind Expense 2 24 \$0.00 \$0.00

\$195,000.00

GRAND TOTAL

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).

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

GRANT BUDGET LINE-ITEM DETAIL:

YEAR 1

Metropolitan

Agency Name: Government of

Davidson County

Program Code Name:

Safe Baby Courts 26

Begin Date:

7/1/2025 End Date: 6/30/2026

SALARIES, BENEFITS & TAXES	AMOUNT
Salaries	\$120,124.00
Benefits and Taxes	\$35,944.00
TOTAL	

PROFESSIONAL FEE, GRANT & AWARD		AMOUNT
Professional Fees		\$1,000.00
	TOTAL	\$1,000.00

SUPPLIES (includes "Sensitive Minor Equipment"), TELEPHONE, POSTAGE & SHIPPING, OCCUPANCY, EQUIPMENT RENTAL & MAINTENANCE, PRINTING & PUBLICATION	AMOUNT
Supplies	\$300.00
Telephone	\$700.00
Equipment Rental and Maintenance	\$500.00
TOTAL	\$1,500.00

TRAVEL, CONFERENCES & MEETINGS		AMOUNT
Training and Conferences Attended by Staff		\$2,800.00
	TOTAL	\$2,800.00

SPECIFIC ASSISTANCE TO INDIVIDUALS	AMOUNT
Specific Assistance to Individuals	\$15,000.00
TOTAL	\$15,000.00

INDIRECT COST		AMOUNT
Indirect Cost		\$18,632.00
	TOTAL	\$18,632.00

\$0.00

\$195,000.00

YEAR 2

GRANT BUDGET SUMMARY Agency Name: Metropolitan Government of Davidson County Program Code Name: Safe Baby Courts 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 **GRANT GRANTEE** 03 Object EXPENSE OBJECT LINE-ITEM CATEGORY 1 **TOTAL PROJECT** CONTRACT **PARTICIPATION** Line-item Reference Salaries, Benefits & Taxes 2 \$156,068.00 \$0.00 \$156,068.00 4, 15 Professional Fee, Grant & Award 2 \$0.00 \$1,000.00 \$1,000.00 Supplies, Telephone, Postage & Shipping, 5, 6, 7, 8, Occupancy, Equipment Rental & Maintenance, \$1,500.00 \$0.00 \$1,500.00 9, 10 Printing & Publications 2 11 12 Travel, Conferences & Meetings 2 \$2,800.00 \$0.00 \$2,800.00 13 Interest 2 \$0.00 \$0.00 \$0.00 Insurance 2 \$0.00 \$0.00 \$0.00 16 Specific Assistance To Individuals 2 \$15,000.00 \$0.00 \$15,000.00 Depreciation 2 17 \$0.00 \$0.00 \$0.00 Other Non-Personnel 2 18 \$0.00 \$0.00 \$0.00 20 Capital Purchase 2 \$0.00 \$0.00 \$0.00 22 Indirect Cost 2 \$18,632.00 \$0.00 \$18,632.00 24 In-Kind Expense 2 \$0.00 \$0.00 \$0.00

\$195,000.00

GRAND TOTAL

25

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).

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

GRANT BUDGET LINE-ITEM DETAIL:

YEAR 2

Metropolitan

Agency Name: Government of

Davidson County

Program Code Name: Safe Baby Courts 27

Begin Date: 7/1/2026

End Date: 6/30/2027

SALARIES, BENEFITS & TAXES		AMOUNT
Salaries		\$120,124.00
Benefits and Taxes		\$35,944.00
	TOTAL	\$156,068.00

PROFESSIONAL FEE, GRANT & AWARD	AMOUNT
Professional Fees	\$1,000.00
TOTAL	\$1,000.00

SUPPLIES (includes "Sensitive Minor Equipment"), TELEPHONE, POSTAGE & SHIPPING, OCCUPANCY, EQUIPMENT RENTAL & MAINTENANCE, PRINTING & PUBLICATION	AMOUNT
Supplies	\$300.00
Telephone	\$700.00
Equipment Rental and Maintenance	\$500.00
TOTAL	\$1,500.00

TRAVEL, CONFERENCES & MEETINGS	AMOUNT
Training and Conferences Attended by Staff	\$2,800.00
TOTAL	\$2,800.00

SPECIFIC ASSISTANCE TO INDIVIDUALS	AMOUNT
Specific Assistance to Individuals	\$15,000.00
TOTAL	\$15,000.00

INDIRECT COST	AMOUNT
Indirect Cost	\$18,632.00
TOTAL	\$18,632.00

YEAR 3

GRANT BUDGET SUMMARY

Agency Name: Metropolitan Government of Davidson County

Program Code Name: Safe Baby Courts 28

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

BEGIN 7/1/2027

END: 6/30/2028

POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY 1	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1, 2	Salaries, Benefits & Taxes ²	\$156,068.00	\$0.00	\$156,068.00
4, 15	Professional Fee, Grant & Award ²	\$1,000 00	\$0,00	\$1,000.00
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications ²	\$1,500,00	\$0.00	\$1,500.00
11 12	Travel, Conferences & Meetings ²	\$2,800 00	\$0.00	\$2,800.00
13	interest ²	\$0.00	\$0.00	\$0.00
14	Insurance ²	\$0.00	\$0.00	\$0.00
16	Specific Assistance To Individuals ²	\$15,000.00	\$0.00	\$15,000.00
17	Depreciation ²	\$0.00	\$0.00	\$0.00
18	Other Non-Personnel ²	\$0.00	\$0.00	\$0.00
20	Capital Purchase ²	\$0.00	\$0.00	\$0.00
22	Indirect Cost ²	\$18,632.00	\$0.00	\$18,632.00
24	In-Kind Expense ²	\$0.00	\$0.00	\$0.00
25	GRAND TOTAL	\$195,000.00	\$0.00	\$195,000.00

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)

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

GRANT BUDGET LINE-ITEM DETAIL:

YEAR 3

Metropolitan

Government of Agency Name:

Davidson County

Program Code Name:

Safe Baby Courts 28

Begin Date: 7/1/2027

End Date: 6/30/2028

SALARIES, BENEFITS & TAXES	AMOUNT
Salaries	\$120,124.00
Benefits and Taxes	\$35,944.00
TOTAL	\$156,068.00

PROFESSIONAL FEE, GRANT & AWARD	AMOUNT
Professional Fees	\$1,000.00
TOTAL	\$1,000.00

SUPPLIES (includes "Sensitive Minor Equipment"), TELEPHONE, POSTAGE & SHIPPING, OCCUPANCY, EQUIPMENT RENTAL & MAINTENANCE, PRINTING & PUBLICATION	AMOUNT
Supplies	\$300.00
Telephone	\$700.00
Equipment Rental and Maintenance	\$500.00
TOTAL	\$1,500.00

TRAVEL, CONFERENCES & MEETINGS		AMOUNT
Training and Conferences Attended by Staff		\$2,800.00
	TOTAL	\$2,800.00

SPECIFIC ASSISTANCE TO INDIVIDUALS	AMOUNT
Specific Assistance to Individuals	\$15,000.00
TOTAL	\$15,000.00

INDIRECT COST	AMOUNT
Indirect Cost	\$18,632.00
TOTAL	\$18,632.00

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

May 27, 2025

Elizabeth Setty Reeve, Director of the Office of Juvenile Justice Division of Children and Youth Mental Health Services Department of Mental Health and Substance Abuse Services Andrew Jackson Building 500 Deaderick Street Nashville, TN 37243

Ms. Setty Reeve,

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.

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

Sincerely,

Wallace W. Dietz, Director of Law

Metropolitan Government of Nashville and Davidson County