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## GRANT SUMMARY SHEET

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**Grant Name:** Juvenile Justice Prevention 24

**Department:** JUVENILE COURT

**Grantor:** TN Dept. of Children's Services

**Pass-Through Grantor  
(If applicable):**

**Total Award this Action:** \$434,333.00

**Cash Match Amount** \$0.00

**Department Contact:** Catherine Middlebrooks  
862-8063

**Status:** CONTINUATION

**Program Description:**

The Juvenile Court grant-funded Juvenile Prevention Grant funds six Probation Officers operating in various divisions of the court providing services to at-risk youth in order to maintain or reduce the number of youth committed to state custody.

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

This grant funded program is currently in approximately its 25th consecutive year of funding. If this funding were to end, additional local funding would likely be sought in order to continue the program and retain the probation officer positions

## Grants Tracking Form

## Part One

|                                       |              |                                   |   |   |                     |  |  |
|---------------------------------------|--------------|-----------------------------------|---|---|---------------------|--|--|
| Pre-Application <input type="radio"/> |              | Application <input type="radio"/> |   | Award Acceptance <input checked="" type="radio"/> |                     | Contract Amendment <input type="radio"/> |  |
| Department                            | Dept. No.    | Contact                           |   |   | Phone               | Fax                                      |  |
| JUVENILE COURT                        | 026          | Catherine Middlebrooks            |   |   | 862-8063            |  |  |
| Grant Name:                           |              | Juvenile Justice Prevention 24    |   |   |                     |  |  |
| Grantor:                              |              | TN Dept. of Children's Services   |   |   |                     | Other:                                   |  |
| Grant Period From:                    |              | 07/01/23                          | (applications only) Anticipated Application Date: |   |                     |  |  |
| Grant Period To:                      |              | 06/30/24                          | (applications only) Application Deadline:         |   |                     |  |  |
| Funding Type:                         | STATE        | Multi-Department Grant            |   | <input type="checkbox"/>                          | If yes, list below. |  |  |
| Pass-Thru:                            |              | Outside Consultant Project:       |   | <input type="checkbox"/>                          |                     |  |  |
| Award Type:                           | FORMULA      | Total Award:                      |   | \$434,333.00                                      |                     |  |  |
| Status:                               | CONTINUATION | Metro Cash Match:                 |   | \$0.00  |                     |  |  |
| Metro Category:                       | Est. Prior.  | Metro In-Kind Match:              |   | \$0.00  |                     |  |  |
| CFDA #                                |              | Is Council approval required?     |   | <input checked="" type="checkbox"/>               |                     |  |  |
| Project Description:                  |              | Applic. Submitted Electronically? |   | <input type="checkbox"/>                          |                     |  |  |

The Juvenile Court grant-funded Juvenile Prevention Grant funds six Probation Officers operating in various divisions of the court providing services to at-risk youth in order to maintain or reduce the number of youth committed to state custody.

## Plan for continuation of service after expiration of grant/Budgetary Impact:

This grant funded program is currently in approximately its 25th consecutive year of funding. If this funding were to end, additional local funding would likely be sought in order to continue the program and retain the probation officer positions

## 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? \$0.00 Fund Business Unit

Is not budgeted? \$0.00 Proposed Source of Match:

## (Indicate Match Amount &amp; Source for Remaining Grant Years in Budget Below)

|  |          |                                   |                                   |             |           |
|--|----------|-----------------------------------|-----------------------------------|-------------|-----------|
| Other:   |          |                                   |                                   |             |           |
| Number of FTEs the grant will fund:  | 6.00     | Actual number of positions added: | 6.00                              |             |           |
| Departmental Indirect Cost Rate  | 22.40%   | Indirect Cost of Grant to Metro:  | \$79,485.78                       |             |           |
| *Indirect Costs allowed? <input checked="" type="radio"/> Yes <input type="radio"/> No                           | % Allow. | 10.00%                            | Ind. Cost Requested from Grantor: | \$39,483.00 | in budget |
| *(If "No", please attach documentation from the grantor that indirect costs are not allowable. See Instructions) |          |                                   |                                   |             |           |

Draw down allowable? ☐

Metro or Community-based Partners:

## 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                 | FY24              |                 | \$434,333.00  |               | \$0.00           |                         | \$0.00              | \$434,333.00          | \$79,485.78            | \$39,483.00                 |
| Yr 2                 | FY__              |                 |               |               |                  |                         |                     |                       |                        |                             |
| Yr 3                 | FY__              |                 |               |               |                  |                         |                     |                       |                        |                             |
| Yr 4                 | FY__              |                 |               |               |                  |                         |                     |                       |                        |                             |
| Yr 5                 | FY__              |                 |               |               |                  |                         |                     |                       |                        |                             |
| Total                |                   | \$0.00          | \$434,333.00  | \$0.00        | \$0.00           |                         | \$0.00              | \$434,333.00          | \$79,485.78            | \$39,483.00                 |
| Date Awarded:        |                   | 03/20/23        |               | Tot. Awarded: |                  | \$434,333.00            | Contract#:          |                       | Pending                |                             |
| (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)

*JP*

|   |                   |  |   |   |                                       |
|---|-------------------|--|---|---|---------------------------------------|
|  <b>GOVERNMENTAL GRANT CONTRACT</b><br>(cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities) |                   |  |   |   |                                       |
| <b>Begin Date</b><br>July 1, 2023   |                   | <b>End Date</b><br>June 30, 2024   |   | <b>Agency Tracking #</b><br>35910-08323 | <b>Edison ID</b><br>77088             |
| <b>Grantee Legal Entity Name</b><br>Metropolitan Nashville & Davidson County  |                   |  |   |   | <b>Edison Vendor ID</b><br>0000000004 |
| <b>Subrecipient or Recipient</b><br><input type="checkbox"/> Subrecipient<br><input checked="" type="checkbox"/> Recipient  |                   | <b>Assistance Listing Number</b><br><br><b>Grantee's fiscal year end June 30</b> |   |   |                                       |
| <b>Service Caption</b> (one line only)<br>Child and Family Intervention Services  |                   |  |   |   |                                       |
| <b>Funding —</b>  |                   |  |   |   |                                       |
| <b>FY</b>   | <b>State</b>      | <b>Federal</b>   | <b>Interdepartmental</b>  | <b>Other</b>                            | <b>TOTAL Grant Contract Amount</b>    |
| 2024  | 434,333.00        | 0.00   | 0.00  | 0.00                                    | 434,333.00                            |
| <b>TOTAL:</b>   | <b>434,333.00</b> | <b>0.00</b>  | <b>0.00</b>   | <b>0.00</b>                             | <b>434,333.00</b>                     |
| <b>Grantee Selection Process Summary</b><br><input type="checkbox"/> Competitive Selection<br><input checked="" type="checkbox"/> Non-competitive Selection   |                   |  |   |   |                                       |
|   |                   |  | Describe the competitive selection process used.<br><br>The Department of Children's (DCS) has contracted with the grantee for several years for Juvenile Court Prevention Services. The Grantee has a proven relationship with the state and has had success in working with at risk children. The non-competitive Grant Award was considered to be in the best interest of the department in regards to this Grantee. |   |                                       |
| <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 77088  
BETWEEN THE STATE OF TENNESSEE,  
DEPARTMENT OF CHILDREN'S SERVICES  
AND  
METROPOLITAN NASHVILLE & DAVIDSON COUNTY**

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Children's Services (DCS), hereinafter referred to as the "State" or the "Grantor State Agency" and Grantee Metropolitan Nashville & Davidson County, hereinafter referred to as the "Grantee," is for the provision of Child and Family Intervention Services, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 0000000004

**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. This Grant will be in accordance with the Project Application Summary which identifies all projects, including scope of work, as approved by the State, to carry out activities under the Juvenile Justice Prevention Grants to expand community-based services (including in-home services) and training to provide evidence-based treatment options for juvenile courts to utilize across the state.
- A.3. The primary purpose of the JJP Grant is to expand community-based services and training to provide treatment options for juvenile courts to utilize across the state, specifically services and training that are evidence based and outcome oriented. In addition, the JJP Grant aims to support Building Strong Brains (Tennessee's Adverse Childhood Experiences (ACEs) Initiative) by supporting youth served by the JJP Grant in building resiliency and educating professionals on responding in a trauma-informed manner. Objectives to support this goal include:
- a. To provide early intervention and diversion services to divert youth in juvenile courts from further penetration into the juvenile justice system through the use of community-based services, rather than commitment to state custody, where treatment through community-based services better addresses youth needs;
  - b. To establish, expand, and strengthen partnerships between juvenile courts, community behavioral health providers, child welfare, juvenile justice, education, youth and families, and other key stakeholders to maximize coordination in the diversion of youth from state custody;
  - c. To ensure resiliency, well-being, and overall connectedness to the community for youth who come to the attention of the juvenile court;
  - d. To measure outcomes in the minimization of commitment of youth to state custody and recidivism.

**A.4. Service Beneficiaries:**

The primary targeted population for the JJP Grant is Tennessee youth and their parents/caregivers:

- a. Youth that have been referred to juvenile court for a delinquent or unruly charge, including youth adjudicated for a delinquent offense and at risk of commitment to the Tennessee Department of Children's Services;

- b. Youth who have previously been on local or state probation, pre-trial diversion, judicial diversion or involved in other pre-custodial programs or aftercare, who have re-offended and are at risk of being placed in DCS custody; however, community-based services would better address their treatment needs;
- c. When and where appropriate, youth deemed unruly can be served with the JJP Grant services if the services target the youth's presenting needs and will prevent the youth from being placed in state custody.

**A.5. Structure:**

- a. Grantee shall employ evidenced-based, community-based services (including in-home services) and training appropriate to the needs of the youth within the targeted community which have evidence in reducing youth recidivism, out of home placements or commitments to state custody
- b. Grantee shall formally partner with system stakeholders, community leaders, and most notably, youth and families, to develop a comprehensive, sustainable approach which supports the overarching goal of the JJP Grant. This community-focused planning approach will allow for the maximum usage of available community resources and ensure broad community support.
- c. Grantee shall provide and ensure coordinated and comprehensive services, including family and educational support, job skills and employment training, mentoring, and other vital interventions.
- d. Grantee shall offer programs that support positive, pro-social behaviors that increase family engagement. Moreover, services should support increased connectedness to communities which aid in instilling protective factors, well-being, and hope.
- e. Grantee and their local partners shall utilize a validated risk and needs assessment (such as the Child and Adolescent Needs and Strengths assessment) which assesses a child's risk to reoffend and identifies needs, that when addressed, reduce recidivism, out of home placement and entry into state custody.
- f. Grantee shall minimally collect data on youth served specific to the service provided, duration and type of service and outcomes including success rate, commitment to state custody, recidivism, detention, and cost of service per child.

**A. 6. Demonstrating Effectiveness:** The Grantee shall report monthly, at a minimum, to the State regarding timeline activities and data performance measures in support of the goal and objectives of the JJP Grant described in Section A.3.

- a. Grantee shall minimally collect data on youth served specific to success rate, commitments, recidivism, detention, confinement rates, and cost of service per child; these outcomes are required to be tracked by all JJP Grant recipients. While this list should not be exhaustive, the following targeted outcomes will assist in state-level evaluation of JJP Grant grantees:
  - (1) A minimum of twenty-five percent (25%) reduction in the annual rate of out of home placement of unruly and delinquent youth, including commitments to DCS, in the targeted community, as compared to a baseline rate of total placements during Fiscal Year 2021.

(2) Cost-savings per youth by calculating average cost to provide evidenced-based, community-based services and training from average cost to support out of home placements.

- b. Quarterly calls shall be attended by members of the Grantee's project team. The conference calls will be hosted by the State to support ongoing collaboration between communities and allow opportunities to share effective strategies and lessons learned during the implementation of the JJP Grant.

A.7. Incorporation of Additional Documents. Each of the following documents is included as a part of this Grant Contract by reference or attachment. In the event of a discrepancy or ambiguity regarding the Grantee's duties, responsibilities, and performance hereunder, these items shall govern in order of precedence below.

- a. this Grant Contract document with any attachments or exhibits (excluding the items listed at subsections b. and c., below);
- b. the State grant proposal solicitation as may be amended, if any;
- c. the Grantee's proposal (Attachment 1) incorporated to elaborate supplementary scope of services specifications.

**B. TERM OF CONTRACT:**

This Grant Contract shall be effective for the period beginning on July 1, 2023 ("Effective Date") and ending on June 30, 2024, ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

B.1. Renewal Options. This Grant Contract may be renewed upon satisfactory completion of the Term. The State reserves the right to execute up to four (4) renewal options under the same terms and conditions for a period not to exceed twelve (12) months each by the State, at the State's sole option. In no event, however, shall the maximum Term, including all renewals or extensions, exceed a total of sixty (60) months.

B.2. Term Extension. It is understood and agreed that the State may extend the Term an additional period of time, not to exceed one hundred-eighty (180) days beyond the expiration date of this Grant Contract, under the same terms and conditions. In no event, however, shall the maximum Term, including all extensions or renewals, exceed a total of sixty (60) months.

**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 Thirty-Four Thousand Three Hundred Thirty-Three Dollars (\$434,333.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment A 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:

State of Tennessee  
Department of Children's Services  
Attn: Payables  
UBS Tower, 12th floor  
315 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 Children's Services/Juvenile Justice.
- (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 vary from a Grant Budget line-item amount by up to twenty percent (20%) of the line-item amount, provided that any increase is off-set by an equal reduction of other line-item amount(s) such that the net result of variances shall not increase the total Grant Contract amount detailed by the Grant Budget. Any increase in the Grant Budget, grand total amounts shall require an amendment of this Grant Contract.
- C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within sixty (60) days of the Grant Contract end date, 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 Department of Finance and Administration Policy Statement 03 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:

Jacqueline Lee Moore, LMSW, Program Director  
Office of Juvenile Justice  
UBS Tower, 9<sup>th</sup> Floor  
315 Deaderick Street  
Nashville, TN 37243  
[Jacqueline.moore@tn.gov](mailto:Jacqueline.moore@tn.gov)  
Telephone # 615-351-2870

The Grantee:

Wendy Buchanan  
Metropolitan Nashville & Davidson County

100 Woodland Street  
WendyBuchanan@jjs.nashville.org  
Phone: (615) 862-8000

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. 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—200.326 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 five thousand dollars (\$5,000.00).
- 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 offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
  - c. are not presently indicted 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.

#### **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. 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.3. 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.4. Personally Identifiable Information. While performing its obligations under this Grant Contract, Grantee may have access to Personally Identifiable Information held by the State ("PII"). For the purposes of this Grant Contract, "PII" includes "Nonpublic Personal Information" as that term is defined in Title V of the Gramm-Leach-Bliley Act of 1999 or any successor federal statute, and the rules and regulations thereunder, all as may be amended or supplemented from time to time ("GLBA") and personally identifiable information and other data protected under any other applicable laws, rule or regulation of any jurisdiction relating to disclosure or use of personal information ("Privacy Laws"). Grantee agrees it shall not do or omit to do anything which would cause the State to be in breach of any Privacy Laws. Grantee shall, and shall cause its employees, agents and representatives to: (i) keep PII confidential and may use and disclose PII only as necessary to carry out those specific aspects of the purpose for which the PII was disclosed to Grantee and in accordance with this Grant Contract, GLBA and Privacy Laws; and (ii) implement and maintain appropriate technical and organizational measures regarding information security to: (A) ensure the security and confidentiality of PII; (B) protect against any threats or hazards to the security or integrity of PII; and (C) prevent unauthorized access to or use of PII. Grantee shall immediately notify State: (1) of any disclosure or use of any PII by Grantee or any of its employees, agents and representatives in breach of this Grant Contract; and (2) of any disclosure of any PII to Grantee or its employees, agents and representatives where



the purpose of such disclosure is not known to Grantee or its employees, agents and representatives. The State reserves the right to review Grantee's policies and procedures used to maintain the security and confidentiality of PII and Grantee shall, and cause its employees, agents and representatives to, comply with all reasonable requests or directions from the State to enable the State to verify or ensure that Grantee is in full compliance with its obligations under this Grant Contract in relation to PII. Upon termination or expiration of the Grant Contract or at the State's direction at any time in its sole discretion, whichever is earlier, Grantee shall immediately return to the State any and all PII which it has received under this Grant Contract and shall destroy all records of such PII.

The Grantee shall report to the State any instances of unauthorized access to or potential disclosure of PII in the custody or control of Grantee ("Unauthorized Disclosure") that come to the Grantee's attention. Any such report shall be made by the Grantee within twenty-four (24) hours after the Unauthorized Disclosure has come to the attention of the Grantee. Grantee shall take all necessary measures to halt any further Unauthorized Disclosures. The Grantee, at the sole discretion of the State, shall provide no cost credit monitoring services for individuals whose PII was affected by the Unauthorized Disclosure. The Grantee shall bear the cost of notification to all individuals affected by the Unauthorized Disclosure, including individual letters and public notice. The remedies set forth in this Section are not exclusive and are in addition to any claims or remedies available to this State under this Grant Contract or otherwise available at law. The obligations set forth in this Section shall survive the termination of this Grant Contract.

- E.5. Not a DCS Employee. The Grantee shall inform the client in writing that the Grantee is a private provider and not an employee of the State.
- E.6. Employee Background Checks. Prior to the provision of any services, all personnel that have direct contact with children shall comply with DCS Policy 4.1. Employee Background checks.
- E.7. Evidence-Based Programs. Pursuant to Tenn. Code Ann. § 37-5-121, the Department of Children's Services is prohibited from expending state funds on any juvenile justice program or program related to the prevention, treatment or care of delinquent juveniles, including any service model or delivery system in any form or by any name, unless the program is evidence-based. "Evidence-based" means a program or practice that is governed by a program manual or protocol that specifies the nature, quality, and amount of service that constitutes the program; and scientific research using methods that meet high scientific standards for evaluating the effects of such programs must have demonstrated with two (2) or more separate client samples that the program improves client outcomes central to the purpose of the program.

The Grantee and any of the Grantee's subcontractors shall cooperate with the State in evaluating whether its services are evidence-based or otherwise, and will provide program and service details, efficacy data and any information required or requested by the State, consistent with State and federal law regarding confidentiality, for the purpose of complying with this statute for monitoring and quality control. The Grantee further acknowledges and understands that the intent of the law is to discontinue programs and services that are not supported by the evidence of impartial scientific investigation as outlined by statute, rules and regulations which have been, or may be, promulgated by the Department of Children's Services. By affixing its signature below, the Grantee understands and agrees that the Department of Children's Services is compelled by law to terminate this Grant instrument if services with any Grantee or the Grantee's subcontractor(s) are not proven to be evidence-based and if continuation of this Grant shall cause the Department of Children's Services not to be in compliance with such statute within the timetable set forth in Tenn. Code Ann. § 37-5-121.

**IN WITNESS WHEREOF,**

**METROPOLITAN NASHVILLE & DAVIDSON COUNTY:**

**PLEASE REFER TO THE FOLLOWING PAGE FOR ALL REQUIRED GRANTEE SIGNATURES**

---

**GRANTEE SIGNATURE**

**DATE**

---

**PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)**

**DEPARTMENT OF CHILDREN'S SERVICES:**

---

**MARJORIE J. QUIN, COMMISSIONER**

**DATE**

**SIGNATURE PAGE  
FOR  
GRANT NO. Juvenile Justice Prevention 24**

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

**METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY**



Sheila D.J. Calloway,  
Juvenile Court Judge



Date

**APPROVED AS TO AVAILABILITY  
OF FUNDS:**



Kelly Flannery, Director  
Department of Finance

4/5/2023 | 4:37 PM CDT

Date

**APPROVED AS TO RISK AND INSURANCE:**

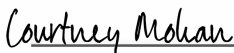


Director of Insurance

4/6/2023 | 8:06 AM CDT

Date

**APPROVED AS TO FORM AND  
LEGALITY:**



Metropolitan Attorney

4/5/2023 | 5:07 PM CDT

Date

John Cooper  
Metropolitan Mayor

Date

**ATTEST:**

Metropolitan Clerk

Date

**Davidson County Juvenile Court Grant Proposal  
FY 23-24**

**1. Statement of Need**

- a. Why are these funds needed? If applicable, note any gaps in services in the area.  
*The Juvenile Court of the Metropolitan Government of Nashville and Davidson County is responsible for ensuring that every child and parent who passes through the court is met with justice, fairness, and hope. The commitment of implementing significant diversion programs, assessment opportunities, and using evidence-based programming increases community safety, supports healthy child development, and prevents youth violence.*  
*The Davidson County Juvenile Court (DCJC) is applying for renewal funding under the DCS Juvenile Court Prevention Grant to continue funding the six probation officer positions currently with the Court. Five of these positions are assigned to the SIA Division and one position is assigned to the Metro Student Attendance Center (MSAC).*  
*The Support Intervention Accountability (SIA) Community-based Teams staff a Chief of Probation and 20 SIA Probation Officers who manage high risk probation cases for court-involved youth 12-18 years of age. SIA probation officers provide a combination of assessment and probation supervision/case management services, which includes conducting regular Child and Family Team Meetings (CFTM).*
- b. Proposed population the grant will serve, include how many youth you anticipate serving.  
*The Support Intervention Accountability (SIA) Community-based Probation Program serves court-involved youth, ages 12-18 who have been court ordered to participate in a community-based probation program for six months or if extended by court approval. For grant year 2023-2024, we anticipate serving 660 youth.*
- c. Which counties have access to your program/services.  
*SIA probation officers are located in Davidson County communities*
- d. Detailed description of what types of intervention/services/activities the grant or your program will provide.  
*SIA probation officers collaborate with community partners to provide strategic case management for court involved youth and implement resources to strengthen the family. Staff is trained to complete the Child and Adolescent Needs and Strengths (CANS) assessment for each youth placed on supervised probation in order to identify the individual needs and strengths of the youth and their family. Staff develops customized plans of care for the youth based on his/her individualized CANS assessment recommendations and refers court-involved youth to evidence-based and promising community programs and services. SIA officers meet with families in their homes, schools, and communities to build rapport with the youth and to better understand family needs and circumstances. Assessed youth are evaluated for needed services to address.*
- e. How will you meet the outcomes and requirements in the scope of service? Include the following information, as applicable:

**Davidson County Juvenile Court Grant Proposal  
FY 23-24**

- 1. Conduct evidence-based assessments on youth referred to juvenile court to be more proactive in addressing identified needs that may lead to future delinquent behavior, while decriminalizing youth.*
- 2. Develop an appropriate plan of care unique to each child and family referred for an assessment upon contact with juvenile court by using evidence-based assessment screens. Assessment screens allow SIA officers to make referrals that address the cultural and individual needs of court involved youth and their family to address the criminogenic factors that often lead to future contact and commitment with the justice system.*
- 3. Reduce, or at least maintain the delinquent status, and unruly commitment rate in the county served by this grant, at the average level of the last three years, as measured by the Department of Children's Services Annual Report.*
- 4. While under court supervision, eighty percent (80%) of children will not commit the same offense or curfew violation that the class or treatment program is designed to prevent, as demonstrated by court records.*

- What evidence-based, validated risk and needs assessment will you use?  
***Child Adolescent Needs and Strengths (CANS):*** *The Court currently uses the CANS JJ 2.0 assessment tool for all youth court ordered to participate in community-based supervised probation. The CANS is used in 27 states to assess risk and protective factors in child protective, juvenile justice, and early intervention settings. It's reliability and validity have been studied and demonstrated extensively. The CANS JJ 2.0 consists of 33 items organized into conceptual domains that evaluate child and family needs and strengths. SIA probation staff participate in CANS certification training on how to complete CANS. Upon completion of training, SIA probation staff are certified to use CANS and are given a username and password to access the AOC website. The CANS instrument is utilized for most supervised probation cases and SIA probation staff are required to achieve and maintain required certifications for use of this instrument. The Juvenile Court will utilize either local funding or state supplemental grant training funds to provide for any ongoing staff training and recertification needs related to the use of either assessment instruments.*

*SIA staff are trained by the Vanderbilt Center for Excellence to complete the Child and Adolescent Needs and Strengths assessment for each youth placed on probation in order to identify the individual needs and strengths of court-involved youth and family. Staff develops customized plans of care for youth based on his/her individualized CANS assessment recommendations and refers youth to evidence-based and promising community programs and services.*

**Davidson County Juvenile Court Grant Proposal  
FY 23-24**

**Juvenile Detention Risk Assessment (JDRA):** *The Juvenile Detention Risk Assessment (JDRA) tool provides detention intake staff objective criteria for evaluating the need to detain or release youth alleged to have committed certain offenses pursuant to Tennessee Law: §T.C.A. 37-1-114. Screening youth for temporary holding brings structure, uniformity, and predictability to inform detention decisions in delinquency cases. Screening is based on objective factors and is risk-based to increase the safety of the community. Youth brought into detention on an alleged detainable offense or arrest order are assessed. The JDRA is completed within 2 hours of the youth entering detention by a trained Youth Development Specialist. The tool is scored digitally and automatically populates a score based on the selected responses and indicates if secure detention is authorized or if the youth is to be released. Discretionary overrides are made only by the Juvenile Court Judge or Magistrate. This promising assessment tool has completed the first phase of interrater reliability testing and is on-going.*

- What evidence-based practices will you utilize in providing (or subcontract) services to your target population.

*The following evidence-based and promising programs are implemented at the Court: Restorative Justice Program, Wymans Teen Outreach (TOP) Program, Safe Babies Court, and GRIP Court.*

**Restorative Justice Program:** *Victims are acknowledged as having been harmed and are given the opportunity to have input and participation in the resolution process, and the community is embraced as an essential partner. The process focuses on constructive responses to wrongdoing that bring those who have harmed their victims, and affected community members into processes that repair harms and rebuild relationships. The Court partnered with Sujatha Baliga, Vice President and Director of Impact Justice's Restorative Justice Project in Oakland, California on July 11, 2016 to learn how Oakland instituted a successful model of Restorative Justice that decreased delinquent crime rates. The Juvenile Court Restorative Justice Program was implemented in 2018 and is currently ongoing.*

**Wymans Teen Outreach (TOP) Program:** *Connecting youth to a caring adult and providing youth with equitable access to quality education, work opportunities, and positive life experiences serves to buffer against the youth's risk for violence perpetration and victimization. The Court currently partners with the OASIS Center of Nashville to engage youth places on probation with the evidence based Wymans Teen outreach (TOP) program. Wyman offers successful, cost effective*

**Davidson County Juvenile Court Grant Proposal  
FY 23-24**

*and respected solutions to empower teens to achieve educational success, build on their leadership skills and develop healthy behaviors.*

***Safe Babies Court:*** *The Safe Babies Court is a trauma informed, evidence-based program that focuses on healing intergenerational trauma to improve parenting capacity and child well-being. Programming is aligned with Building Strong Families and Healthy Communities Zero to Three curricula. This program works collaboratively with the Department of Children's Services, Vanderbilt University, and the Zero to Three National Community Coordinator. The team works to reduce the time to permanency of children by promoting effective interaction and the use of wrap-around resources among public, private, state and local agencies for children and families, mental health, and community services.*

***Gang Resistance Intervention (GRIP) Program:*** *This promising program was created in response to the growing number of youth in Davidson County who were engaging in high-risk gang related behaviors. By addressing the needs of these youth and involving them in positive community activities, the GRIP program teaches our youth a more positive approach of belonging and a productive way of life. The Court's GRIP program was recognized in August 2016 by the National Gang Crime Research Center for the significant service of creating a Juvenile Gang Court in Davidson County.*

- How will your efforts expand community-based services to divert youth in juvenile courts from penetration further into the juvenile justice system.

***Juvenile Court System's Mapping Process:*** *in 2018, the Court partnered with the Crime and Justice Institute (CJI), a non-profit organization that works with local, state, and national criminal and juvenile justice organizations to improve public safety and the delivery of justice throughout the country. CJI works with state-level stakeholders spanning the system from the point of arrest through disposition and aftercare to support the development and implementation of reforms and strategic plans utilizing evidence-based practices and a data-driven approach. The Crime and Justice Institute provided technical assistance to the Juvenile Court in restructuring the court's pre-adjudication process to allow more low level cases to be diverted from formal court processing; assisted with drafting policies and revising existing policies to reflect system changes; and provided guidance on the development of a static risk pre-screener, and Juvenile Detention Risk Assessment (JDRA). The court completed their system's mapping process (See Appendix) for Informal Adjustment and Diversion Processes in December 2019. The goals of the new system's mapping processes are to decrease court contact with youth, increase restorative based practices, and increase interaction with community providers through the court's Diversion*

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*Partners Program (DP<sup>2</sup>) and Youth Court. The systems mapping process better informs policy, procedures, and practices; disposition decision points to increases or decrease in court contact, standardized court reviews and family conference dates, balanced staffing levels, and specific time frames to implement evidenced-based assessments. These practices promote equity and fairness in how all youth are managed through the court process.*

**Juvenile Justice Diversion Partners (DP<sup>2</sup>):** *This Court program provides a process to redirect youth, ages 12-18, from the justice system by connecting youth to community programming that provides cognitive behavior aligned intervention programming, alcohol and drug education, mental health services, mentoring services, educational advocacy, or family and peer conflict resolution. Eligible cases are initiated pursuant to Tennessee law: § T.C.A. 37-1-110<sup>1</sup>. Diverting youth with minor, non-adjudicated, low level offenses (e.g., assault, curfew, disruptive behaviors, disorderly conduct, domestic assault, DSM 5 Diagnosed youth, DUI, joy riding, loitering during school hours (LDSH), underage drinking, no drivers license, possession, possession of drug paraphernalia, possession with intent, public intoxication, theft of merchandise or property, trafficking, stalking, and vandalism) away from the juvenile justice system and formal proceedings allows for treatment in a more restorative manner and prevents future delinquency. All approved Diversion Partners (the Agency) enter into a formal memorandum of understanding between the Davidson County Juvenile Court and the Agency. The MOU is signed by a Court Representative and the Agency Representative and filed with the Office of the Metropolitan Clerk. The MOU outlines agreed upon duties and responsibilities of the Juvenile Court and the Agency. This agreement is subject to modification by the parties, who will reconvene to discuss this agreement as needed. Either Juvenile Court or the Agency may terminate the MOU immediately if it is determined that the continued participation in the MOU is not in the best interest of the youth or the families. This program began in January 2019 and is currently on-going.*

**Juvenile Justice Youth Court Program:** *The Davidson County Juvenile Justice Youth Court (Teen Court) Program redirects youth from a formal court process by engaging them in a Teen Court program. This program serves any youth between the ages of 12-17 who receive a citation on an alleged low-level offense that would be appropriate for a diversion program, as determined by an officer of the court. Program participation is voluntary. Youth and their parent(s)/legal guardian(s) have the right to end participation at any time during the program. Teen Court has the authority to conduct proceedings and to receive evidence and hear testimony to the dispositional stage. Teen Court consists of five (5) teen*



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*members chosen by the Juvenile Court as established by T.C.A § 37-1-702<sup>2</sup>. Team members choose a presiding officer who conducts the proceeding under the supervision of the Juvenile Court Judge. After hearing all the evidence and testimony, the teen court retires to deliberate, and a written decision is provided by the presiding officer. Youth receive a disposition recommended by a five (5) member teen court and confirmed by the Juvenile Court Judge. Eligible cases are initiated pursuant to Tennessee law: T.C.A § 37-1-110.*

***Reaching Excellence As Leaders (REAL) Program:*** *This program is provided by the OASIS Center of Nashville and offers a 13 week diversion program to help court-involved youth break the cycle of reoffending and improve long-term opportunities. Programming focuses on the following protective factors: safety, connection and belonging, participation and empowerment, generosity and justice. These protective factors closely align with SAMHSA's six concepts of trauma-informed approach and are core to supporting youth's healing from trauma, social-emotional well-being, relationship building, and long-term resilience.*

- *Include efforts to support Adverse Child Experience (ACE) using a trauma informed process; and*  
*SIA staff complete the following trauma-informed training opportunities: Adverse Childhood Experiences (ACEs), Cognitive Intervention Skills, Implicit Bias, LGBTQ+ Support, Motivational Interviewing, Poverty Simulation, The Power of Calm, and Principles of Effective Communication. Understanding the impact of trauma better informs the intervention practices and rehabilitative healing processes for families. In 2019, the court partnered with The Family Center to form A Fostering Resilience Committee, to create and maintain a trauma-informed organization. The committee focused on implementing a wellness assessment for staff and to learn how compassion fatigue, burn-out, and vicarious trauma impacts staff and further identified essential elements of a Trauma-Informed Juvenile Justice System: (1) Create trauma-informed policies and procedures; (2) Identify traumatized youth through screening; (3) Provide evidence-based assessment practices to provide individualized interventions; (4) Implement trauma-informed programming and staff education; (5) Prevent and manage secondary traumatic stress; (6) Establish trauma-informed cross systems collaboration; (7) Establish trauma-informed cross systems collaborations; and (8) Use trauma-informed practices to address disparities and diversity.*
- *If you have a Probation/Aftercare type program, reminder that compliance with the following law is required. Length of programs is limited to a six-month maximum and if extended another six it must have court approval.*

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*This does not apply to our Court*

- Include collaboration with system stakeholders, community leaders, etc.

*The Court partners with numerous evidence-based providers in the community that offer an array of services that help youth overcome traumas or barriers they face. These programs include day classes and programs that last for several weeks.*

*Some of the community partners that the Court partners with include: REAL Program with Oasis, Street Solid, Tennessee Voices for Children, Mental Health Co-Op, Centerstone, STARS Program, EPIC Girl, FIND Design, Be About Change, Camelot, Youth Villages, LifeCare, and Bradford.*

**2. Demonstrating Effectiveness**

- a. Include the number of unduplicated youths you anticipate serving,  
*All Davidson County youth who come before the court will be served by this program. It is anticipated that approximately 700 unduplicated youth will be served by this program.*

- b. How does your program save money for the State?  
*The Justice Policy Institute reported in 2020 that the most expensive confinement option for a young person, on average, can cost \$588.00 a day, or about \$ 214, 000.00 a year (p. 2).<sup>1</sup> The cost of stay for a youth in a secure care facility in Tennessee is \$630.14 per day, and \$230,000.00 annually (Ibid, p. 4).<sup>1</sup> The 2016-2017 Tennessee state budget noted that 10 cents of every state tax dollar was spent on law, safety, and corrections, which meant these expenditures represented the third largest piece of the state budget (State of Tennessee).<sup>1</sup> A reduction in the number of youth admitted and confined in detention significantly saves the community money.  
*We save money for the State by providing assessments, an individualized needs plan for each youth and family, and implement evidence-based services based on the need. Probation Officers provide direct contact to the youth and families and help address barriers and provide resources and opportunities to help them be successful. By providing these services and direct contact with youth and families, it lessens the likelihood of youth going into DCS custody.**

- c. Since you have been receiving these funds for many years, include statistical information on past success rate.  
*The Probation Officers, which are funded by the grant, reported from July 2020 to June 2021 only 5 youth have been placed in DCS custody and from July 2021 to June 2022, 8 youth have been placed into DCS custody.*

**Davidson County Juvenile Court Grant Proposal  
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*These statistics are extremely low for the number of families served-in the Davidson County community and especially with the rapid growth that this county has experienced over the past couple of years.*

Include the name and contact information for person(s) who is responsible for sending monthly reports and the monthly invoice.

*Monthly Grant Reports: Kelly Gray ([kellygray@jnsnashville.gov](mailto:kellygray@jnsnashville.gov))*

*Monthly Invoice: Joe Atchley ([joeatchley@jnsnashville.gov](mailto:joeatchley@jnsnashville.gov))*

## ATTACHMENT A

| GRANT BUDGET   |   |                   |                          |                   |
|--|---|-------------------|--------------------------|-------------------|
| Metropolitan Nashville & Davidson County   |   |                   |                          |                   |
| The Grant Budget line-item amounts below shall be applicable only to expense incurred during the following |   |                   |                          |                   |
| Applicable   |   |                   |                          |                   |
| Period: BEGIN: July 1, 2023 END: June 30, 2024   |   |                   |                          |                   |
| POLICY<br>03 Object<br>Line-item<br>Reference  | EXPENSE OBJECT LINE-ITEM CATEGORY <sup>1</sup>  | GRANT<br>CONTRACT | GRANTEE<br>PARTICIPATION | TOTAL PROJECT     |
| 1, 2   | Salaries, Benefits & Taxes  | 384,900.00        | 0.00                     | 384,900.00        |
| 4, 15  | Professional Fee, Grant & Award <sup>2</sup>  | 0.00              | 0.00                     | 0.00              |
| 5, 6, 7, 8,<br>9, 10   | Supplies, Telephone, Postage & Shipping,<br>Occupancy, Equipment Rental & Maintenance,<br>Printing & Publications | 5,000.00          | 0.00                     | 5,000.00          |
| 11, 12   | Travel, Conferences & Meetings  | 4,950.00          | 0.00                     | 4,950.00          |
| 13   | Interest <sup>2</sup>   | 0.00              | 0.00                     | 0.00              |
| 14   | Insurance   | 0.00              | 0.00                     | 0.00              |
| 16   | Specific Assistance To Individuals  | 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   | 39,483.00         | 0.00                     | 39,483.00         |
| 24   | In-Kind Expense   | 0.00              | 0.00                     | 0.00              |
| 25   | <b>GRAND TOTAL</b>  | <b>434,333.00</b> | <b>0.00</b>              | <b>434,333.00</b> |

<sup>1</sup> Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, *Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A*. (posted on the Internet at: <https://www.tn.gov/finance/looking-for/policies.html>).

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

**Certificate Of Completion**

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Subject: Complete with DocuSign: Juvenile Justice Prevention 24 Ready.pdf

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Juanita Paulson

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Davidson County

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**Signer Events****Signature****Timestamp**

Amanda Brown



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Amanda.Brown@nashville.gov

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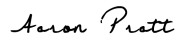
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Aaron Pratt



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Aaron.Pratt@nashville.gov

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Kelly Flannery/mjw



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MaryJo.Wiggins@nashville.gov

Resent: 4/5/2023 1:35:28 PM

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Courtney Mohan



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Courtney.Mohan@nashville.gov

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| Balogun Cobb<br>balogun.cobb@nashville.gov<br>Security Level: Email, Account Authentication (None)  | <br><br>Signature Adoption: Pre-selected Style<br>Using IP Address: 170.190.198.185 | Sent: 4/5/2023 5:07:15 PM<br>Viewed: 4/6/2023 8:06:43 AM<br>Signed: 4/6/2023 8:06:52 AM |
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| Agent Delivery Events   | Status   | Timestamp   |
| Intermediary Delivery Events  | Status   | Timestamp   |
| Certified Delivery Events   | Status   | Timestamp   |
| Carbon Copy Events  | Status   | Timestamp   |
| Danielle Godin<br>Danielle.Godin@nashville.gov<br>Security Level: Email, Account Authentication (None)<br><b>Electronic Record and Signature Disclosure:</b><br>Not Offered via DocuSign  | <div>COPIED</div>  | Sent: 4/6/2023 8:06:54 AM<br>Viewed: 4/6/2023 9:35:29 AM                                |
| Sally Palmer<br>sally.palmer@nashville.gov<br>Security Level: Email, Account Authentication (None)<br><b>Electronic Record and Signature Disclosure:</b><br>Accepted: 4/6/2023 8:40:47 AM<br>ID: 9f8dab12-53b8-4be9-a542-d361e18832a1 | <div>COPIED</div>  | Sent: 4/6/2023 8:06:55 AM<br>Viewed: 4/6/2023 9:06:44 AM                                |
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