



**STATE OF TENNESSEE  
DEPARTMENT OF CHILDREN'S SERVICES**

**ANNOUNCEMENT OF FUNDING**

**FOR**

**RELATIVE CAREGIVER PROGRAM**

**RFS:35910-05426**

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## **1. INTRODUCTION**

### **Statement of Purpose**

The purpose of this **FUNDING OPPORTUNITY** is to define the State's minimum requirements, solicit grant proposals, and gain adequate information by which the State may evaluate the services offered by Proposers.

The State of Tennessee, Department of Children's Services, hereinafter referred to as the State, intends to secure GRANTS for The Relative Caregiver Program. The Relative Caregiver Program supports children who are not able to be raised by their parents, and are being cared for by grandparents, aunts, uncles, and other extended family members. Vendors provide accurate, easy-to-follow information about resources available to families, fill in the gap where services are not available, and provide financial assistance among other services and resources. The Relative Caregiver Program seeks to further strengthen the caregivers' abilities to maintain supportive and stable environments for children by offering aid and services to enhance the family's ability to care for the child(ren).

The supports and services will be offered in the form of case management, support groups, outreach groups, educational workshops, financial support, respite, and enrichment.

The Relative Caregiver Program will collaborate with DCS, DHS, the court system, and the community partners to enhance RCP awareness.

Each Relative Caregiver Program provider will collect and submit a monthly, quarterly, and annual report to DCS central office relative caregiver staff.

The Relative Caregiver Program developed from the recognition that abused and neglected children, and children whose parents are unable to provide for them may be better served if in the care of other suitable family members or relatives. While relatives may be willing to care for these children, doing so can be difficult due to financial limitations or the need for child and family support services. These families have varying needs that often create challenges in meeting the needs of the children that warrant support from programs such as the Relative Caregiver Program.

### **Scope of Service**

- (1) Eligibility Guidelines for Participation in the Relative Caregiver Program (RCP).
  - (a) The child(ren) must reside in the home of the relative caregiver either through court order, power of attorney, or an informal agreement with the parents.
  - (b) The relative caregiver must be willing to take part in a needs assessment via the Relative Caregiver Family Needs Scale (Form CS-0616) the Home Safety Checklist (Form CS-0676), or any other needs assessment required by the Department in addition to any safety and needs scales utilized by the provider.
  - (c) The relative caregiver must agree to accept needed support services through the Relative Caregiver Program.
  - (d) The relative caregiver must be able to provide a safe home for related children and

be committed to providing that home as long as is necessary and appropriate.

- (e) The relative caregiver must be within the first, second, or third degree of relationship of the parent or stepparent of the child. The relative caregiver must be related to the child through blood, marriage or adoption.
- (f) The relative caregiver shall not have a total adjusted household income that exceeds twice the current Federal Poverty Guideline based on the size of the family unit. Household income will be determined by including the income of the relative caregiver, the spouse of the relative caregiver, and adult children of the relative caregiver who are living in the same home as the relative caregiver. To be approved for RCP or the Stipend program, the relative caregiver family must not be in receipt of any type of DCS kinship payment or subsidy.
- (g) Eligibility for the Relative Caregiver Program does not necessarily guarantee eligibility for the Relative Caregiver Stipend.
- (h) The Department may waive these requirements for the non-stipend relative caregiver program for good cause shown after determining in writing that doing so would be in the best interest of the child.

## (2) Eligibility Guidelines to Receive the Relative Caregiver Stipend.

- (a) In addition to Relative Caregiver Program eligibility, relative caregivers receiving the Stipend will also meet the criteria listed below. A relative caregiver may be eligible to receive payment equal to fifty percent of the full foster care board rate for the care of the child(ren). If the below criteria are not met, the family is not eligible for the Stipend but may still qualify for the Relative Caregiver Program.
  1. The child(ren) is not in state custody.
  2. The relative caregiver is twenty-one years of age or older.
  3. The relative caregiver has been awarded custody of the child by a final order of a court acting under Title 37, Chapter 1, Part 1 of the Tennessee Code.
  4. A parent of the child does not reside in the relative caregiver's home.
  5. The relative caregiver agrees to seek the establishment and enforcement of child support, including the naming of the father of a child for the purpose of paternity establishment.
  6. The relative caregiver is within the first, second, or third degree of relationship of the parent or stepparent of the child. The relative caregiver must be related to the child through blood, marriage, or adoption.
  7. The relative caregiver shall not have a total adjusted household income that exceeds twice the current Federal Poverty Guideline based on the size of the family unit. Household income will be determined by including the income of the relative caregiver, the spouse of the relative caregiver, and adult children of the relative caregiver who are living in the same home as the relative caregiver.
- (b) The RCP provider will redetermine eligibility for the Relative Caregiver Stipend every three months and the relative caregiver is responsible for cooperating in the redetermination to ensure continuing eligibility.

1. The RCP provider will ensure on an ongoing basis that participants maintain eligibility.
  2. DCS will provide guidance to RCP providers on the requirements for participant redeterminations. The RCP provider is responsible for gathering the necessary documents from the relative caregiver to support the approval of the participant's continued enrollment in RCP.
  3. RCP providers will provide to DCS any eligibility documents that are different than what was previously provided by the participant.
  4. On an annual basis, the provider will provide to DCS, in the manner prescribed by the Department, all redetermination documents even if there have been no changes from the initial submission of the documents.
  5. Eligibility for the stipend ends once the youth has reached the age of eighteen (18) years old.
  6. Failure to submit redetermination documentation may result in termination of payments and closure of the RCP case.
- (c) If the child or children for whom the relative caregiver is receiving the Stipend enters the custody of the Department, the relative caregiver will no longer be eligible for the Stipend for that child or children and all payments for that child or children will cease immediately.
- (d) Documents evidencing the income of the relative caregiver, the spouse of the relative caregiver, and adult children of the relative caregiver who are living in the same home of the relative caregiver are required to be provided by the relative caregiver to the RCP provider, including the following where applicable, to determine financial eligibility:
1. Gross earned income or money derived from the work efforts of the primary relative caregiver, the primary relative caregiver's spouse, and adult children of the relative caregiver who are living in the home of the relative caregiver. Examples of earned income would be wages, salaries, and commissions. Garnished or diverted wages are considered to be earned income.
  2. Income from self-employment or from other sources such as rental income and small business enterprises.
  3. Pensions.
  4. Social security benefits.
  5. Veteran's benefits.
  6. Military allotments.
  7. Unemployment compensation.
  8. Non-recurring lump sum payments such as windfalls, cash prizes, awards, income tax credits, stimulus payments, or other payments.
  9. Income from a trust fund.

10. Income from interest payments, dividends, annuities, and royalties.
- (e) A relative caregiver must demonstrate a qualifying relationship to the child by providing one or more of the following:
1. Birth certificates or copies of birth certificates.
  2. Hospital birth records.
  3. Juvenile Court or Family Court records that specify relationship.
  4. Copies of income tax returns listing the child as a specific relative.
  5. Hospital records that specify relationship.
  6. Department of Children's Services, or other state department records that specify relationship.
  7. Family Bible or other family records that are in ink and have not been altered.
  8. Trust documents if relationship is specified in document.
  9. Wills and deeds to property if the individual and relationships are specified.
  10. Written statements of physicians or midwives who attended the births and remember the names of persons involved.
  11. School records that specify relationship.
  12. Military records that specify relationship.
  13. Other proof containing sufficient evidence of relationship as approved by the Department.
- (3) Guidelines for Client Intake and Service Plan Development.
- (a) Families may be referred to the Relative Caregiver Program by DCS, hospitals, Department of Human Services (DHS), community mental health services, schools, juvenile or family courts, Community Services Agencies, private agencies, and other sources. Self-referrals are also allowable. Priority will be given to those families referred through the Department of Children's Services (DCS), the Department of Human Services (DHS), the Courts, and children at-risk of placement into state's custody.
  - (b) DCS and relative caregiver providers are responsible for determining whether an individual or family is to participate in the program. An individual's eligibility must be re-determined by the provider every three months. The provider must work to ensure that financial aid and services are provided to families in an equitable, lawful, compliant, and respectful manner. When families are determined ineligible, appropriate referrals for services will be made to ensure safety and permanence for children in relative care. DCS will monitor Relative Caregiver Program determinations of eligibility. DCS also reserves the ability to conduct on site case file reviews of the relative caregiver providers.
  - (c) A referral may be made to the Relative Caregiver Program in the following ways:

1. By submitting form CS-1230 (Relative Caregiver Program Referral) to the respective RCP provider;
  2. Calling the Relative Caregiver Hotline;
  3. Contacting the RCP provider directly.
- (d) After a referral is received:
1. RCP provider initiates contact to schedule an initial face-to-face visit with the family after receipt of the referral.
  2. RCP provider informs referent via email or telephone of family eligibility.
  3. RCP provider documents contact with the family in the manner prescribed by DCS.
- (e) The RCP provider and the family must collaboratively complete a Family Needs Scale, a family needs assessment, and develop a service plan.
- (f) In compliance with TCA § 37-1-403, if the Relative Caregiver provider believes it is not in the best interests of the child(ren) to remain in the home of the relative caregiver, appropriate steps must be taken to ensure the safety of the child(ren). These steps include making a report to the Child Abuse Hotline, and notifying the RCP supervisor, and Central Office staff of the situation.
- (g) Once a service plan has been developed, the Relative Caregiver Program provider must help the family achieve the goals outlined in the agreed upon service plan.
- (h) The Family Needs Scale must be used by each Relative Caregiver Program provider as part of the initial assessment to assess family need.
- (i) A service plan may include but is not limited to the following types of referrals and services: individual counseling, respite care, legal services, financial aid, recreation, homemaker services, transportation, advocacy, support groups, training, mediation, family conferencing, case management, mentoring, child care, and children's activity groups as needed for eligible families. These services may not duplicate services the family is already receiving.
- (j) Monthly contact with the family will include Face to Face, virtual call, or in some circumstances a phone call. Face to Face contacts are required at least quarterly.

#### (4) Guidelines for Relative Caregiver Provider Staff

- (a) Each Relative Caregiver Program utilizing volunteers shall have written procedures that comply with the terms of their contract and DCS policy/protocol regarding volunteers.
- (b) Relative Caregiver Program paid or volunteer staff may not solicit or accept gratuities, favors, or anything of monetary value from program participants.
- (c) Relative Caregiver Program paid or volunteer staff may not offer for sale any type of merchandise or other service to RCP participants.

- (d) Relative Caregiver Program paid or volunteer staff may not encourage the acceptance of children and their relative caregiver based on any particular belief or philosophy when determining eligibility.
  - (e) Each Relative Caregiver Program shall make available to DCS an up-to-date written organizational chart clearly defining established lines of authority.
  - (f) Each Relative Caregiver Program shall have clearly defined job descriptions for staff.
  - (g) A Relative Caregiver Program staff person shall be designated to have the responsibility of ensuring that services are available on a day-to-day basis according to the contract, governing statutes, and in a manner that best serves children and their relative caregivers.
  - (h) Every Relative Caregiver Program paid or volunteer staff person who enters the home of caregivers must display their agency picture identification card.
  - (i) DCS Contract Agencies will conduct initial and annual background checks on all employees and volunteers who have direct contact with children or families in the RCP program. Background checks must be conducted on all prospective staff and volunteers that have direct contact with children or who work with sensitive or confidential information. These are in accordance with DCS Administrative Policies and Procedures: **4.1 Employee Background Checks.**
  - (j) No Relative Caregiver Program may unlawfully discriminate against any employee, applicant for employment, or recipient of service. Each program must clearly post signs in English, and other languages as may be appropriate, at agency offices and locations where services are provided, indicating nondiscrimination in hiring, employment practices, and provision of services.
- (5) Guidelines for Data Collection and Reporting.
- (a) Each Relative Caregiver Program provider must maintain an accurate, confidential case file on each relative caregiver family participating in the program which documents participant identifying data, requests for services, and services provided.
  - (b) All Relative Caregiver Program provider reports and statistics require backup documentation. This record keeping must be done on DCS approved forms, contained within the case file, and available to DCS.
  - (c) Each Relative Caregiver Program provider must report program and financial data as required by DCS. Providers will submit financial data to DCS on a monthly basis on DCS approved forms. Each Relative Caregiver Program will provide expenditures by line item in the budget and maintain appropriate backup documentation of these expenditures at the program site.
  - (d) The Relative Caregiver Program must submit monthly reports and financial invoices to DCS on DCS-approved forms. The RCP provider must submit a report detailing achievement of outcomes set forth in the agency's contract, such as aggregated data for the number of persons served, cases closed, services provided, educational workshops provided, support groups provided, demographic summaries, placement reason by county, and graduated cases of caregivers and children.
- (6) Guidelines for the Dissemination of Financial Aid through the Relative Caregiver Program.

- (a) Children and their relative caregivers may have special non-recurring needs for financial aid. Meeting these needs will enable families to provide safe, stable homes for their related children that support appropriate growth and development and good health. The Relative Caregiver Program will provide financial support to all eligible families with the need for financial aid as funds permit, however RCP families participating in the Stipend program will not be eligible for this additional financial assistance.
    - 1. Financial aid may be used to purchase a wide range of tangible items, supports, services, or other needs.
    - 2. Financial aid may not be made that duplicate available existing supports.
    - 3. All financial aid determinations will be based on written requests for assistance submitted by the Relative Caregiver Program staff person to an RCP provider designee. This written request must be contained within the case file.
    - 4. Each Relative Caregiver Program provider should develop, utilize, and continuously update an inventory of available services and supports in their communities to ensure Program funds are not used to duplicate existing services.
    - 5. Each Relative Caregiver Program provider must maintain adequate support documentation in the case file to verify contracted and paid for services and expenses actually incurred.
  - (b) Relative caregivers who qualify for the stipend program will utilize the funds for any caretaking function that best suits the support of the child's stability and upbringing. All other Relative Caregiver Program grant dollars that are provided as financial aid will be to support the permanency and well-being of the child with the caregiver.
- (7) Financial aid revisions, renewals and terminations.
- (a) Financial aid assistance and the Stipend will be afforded to relative caregivers based on the availability of funds. If stipends are denied, the Relative Caregiver Program will adhere to the guidance outlined by DCS.
  - (b) Relative Caregiver Stipend payments shall terminate when one of the following occurs:
    - (1) Upon the relative caregiver's request;
    - (2) The relative caregiver's legal responsibility to the child ends;
    - (3) The relative caregiver fails to complete the redetermination process within the time frames outlined.
    - (4) If the child(ren) marries;
    - (5) If the child(ren) dies;
    - (6) The child(ren) no longer meets the continuing eligibility criteria used to continue the Stipend. (See section 2, Eligibility for the Relative Caregiver Stipend Program); or

(7) If DCS determines that the relative caregiver was made eligible for the Stipend program in error, DCS reserves the right to terminate the Stipend due to error or oversight concerning the determination of eligibility for the Stipend Program.

(c) When the Department becomes aware of overpayment to a relative caregiver, the Department will take necessary action to recover overextended funds.

#### (8) Stipend Payments in the Event of Insufficient Appropriations

(a) The Department will make payments to eligible relative caregivers enrolled in the Stipend Program equal to fifty percent of the full foster care board rate for the care of the child(ren) subject to the appropriation of sufficient funds to make such payments. Should insufficient funds be appropriated for the Stipend Program to provide stipend payments to all eligible relative caregivers, then the Department will provide funds to eligible, enrolled relative caregivers on a first-come, first-served basis. Eligible relative caregivers who do not receive the stipend payment due to insufficient appropriations will be waitlisted and enrolled in the stipend program on a first-come, first-served basis once there is availability in the Stipend program or additional funds are appropriated subject to the relative caregiver's continued eligibility.

#### (9) Notification of change

(a) Relative caregivers will notify the Department of Children's Services relative caregiver staff when there is a change in circumstances that warrants a modification or termination of the financial aid being received or the Stipend being received. This includes but is not limited to the child(ren) being removed from the care and custody of the relative caregiver and placed into the custody of another individual or entity.

(b) In the event the relative caregiver becomes incapacitated or dies, the Relative Caregiver Stipend may be transferred to the successor relative caregiver identified if all eligibility criteria are met.

#### (10) Appeals.

(a) Relative Caregivers may appeal DCS's denial, termination, or modification of their child's Stipend by using the state's Fair Hearing and Appeal Process. Relative Caregivers must appeal an adverse decision within ten (10) business days of written notice of adverse action. If adverse action is upheld, the appeal payments continued during the appeal period will be considered an overpayment and will be subject to recovery. The following are the steps in the appeal process:

1. If DCS determines the Stipend will be denied, terminated, or modified, the Relative Caregiver provider must notify the relative caregiver, within 5 business days, in writing, utilizing form CS-0403, Appeal for Fair Hearing, which must be given to the relative caregiver at the same time as the notification.
2. The relative caregiver must be informed about the timeframe in which they have to file an appeal. They must also be provided with the fax number and mailing address to send form CS-0403, Appeal for Fair Hearing.
3. The Administrative Procedures Division will notify the appropriate county office if an appeal of the Relative Caregiver Program is received. Once notified by the Administrative Procedures Division, the county must follow the direction of that office to ensure due process protocol is followed.

4. DCS staff must complete an Appeal Summary as directed by the Administrative Procedure Division.

5. This appeal process only applies to the denial, termination, or modification of receiving the stipend and shall not apply to the appeal process for denial of enrollment outlined in Tenn. Comp. R. & Regs. 0250-07-14-.03(9)(b).

(b) Relative caregivers may request a review of DCS's denial, termination, or modification of their enrollment in the Relative Caregiver Program by informing the RCP provider of their objection within 10 days of the determination. The RCP provider will then notify DCS Central Office via email, for a review of the determination. DCS Central Office has 10 business days from receipt of the request to respond via email to the relative caregiver about the final decision regarding the review and the justification.

(c) If the child(ren) is removed from the custody of the relative caregiver, then the relative caregiver will no longer be eligible for the Relative Caregiver Program.

(11) Guidelines for the Training of Relative Caregiver Program Provider Staff.

(a) Relative Caregiver Program Provider staff should receive adequate training in the following areas:

1. Evaluating home safety.
2. Identifying and helping relative caregivers understand the physical and mental developmental patterns, emotional, and behavioral disorders of children.
3. Working with the triad consisting of the relative caregiver, the child, and birth parent (when appropriate).
4. Observing evidence of prior or current substance abuse by caregivers.
5. Observing the relative caregiver's physical and mental functioning.
6. Determining the availability of a supportive extended family system.
7. Assessing the relative caregiver's willingness and ability to provide a safe, permanent home.
8. Implementing service plan recommendations and meeting any special needs of the child(ren) in their home.
9. Private and public benefits potentially available to relative caregiver families.
10. Understanding the purpose of the relative caregiver program, the role of the Department of Children's Services relative to this program, and the philosophy, ethics, policies, and procedures for the program.

(b) Records identifying dates of training and topics covered are to be maintained in the Relative Caregiver Program Staff personnel file.

(12) Annual Reporting Regarding the Relative Caregiver Stipend Program.

(1) Beginning February 1, 2024, and no later than February 1 following the conclusion of each calendar year during which the relative caregiver reimbursement program established under Tn.Pub.Ch. 785 is in effect, the Department will publish an annual report on the Department's website regarding the payments made under this program to include, but not limited to, the following:

- i. The total amount of payments made in the previous calendar year;
- ii. The total number of children for who a relative caregiver received a payment during the previous calendar year;
- iii. The total number of children who have entered state custody after being in the custody of a relative caregiver who received a payment during the previous calendar year; and
- iv. The total number of children who remain in the custody of a relative caregiver who received a payment during the previous calendar year.

### **(13) Support Groups/Enrichment Services:**

(a) Facilitate support groups for and with relative caregivers. It is strongly recommended that agencies identify an appropriate relative caregiver to help lead caregiver support groups. Groups should be offered at day and evening hours with a focus on caregiver and family needs and a separate group focused on birth parents and reunification goals.

1. Single county regions- facilitate at least one group monthly. It is the discretion of the provider to offer more than one group a month, or to combine different types of groups into one meeting or on the same day but split up. (i.e. Children's Support Group, Caregiver Support Group, Family Support Group)

2. Multi county regions- facilitate at least one group monthly. It is the discretion of the provider to offer more than one group a month, or to combine different types of groups into one meeting or on the same day but split out. (i.e. Children's Support Group, Caregiver Support Group, Family Support Group)

(b) In single County regions, provide Respite/Educational/Enrichment services for children and their relative caregivers at least one (1) time per month.

In multi county regions, provide Respite/Educational/Enrichment services at least one (1) time quarterly per "cluster" of counties or regionally if transportation arrangements are secured to meet needs of the region.

### **(14) Outreach and Collaboration**

(a) Each lead agency conducts outreach no less than quarterly in order to publicize services offered through the RCP throughout their region, including information regarding the program's mission, goals, eligibility and accessibility. Outreach is achieved through venues such as group presentations, state agency presentations, one-on-one outreach contacts, public service announcements, news media, radio, television, community events, and through the caregivers themselves.

Additional outreach can include:

1. Attending and participating in DCS trainings and meetings,
2. Attending Community Advisory Boards (CABs), Multi-Agency Collaboration (MAC), resource centers, etc,
3. Posting signage in high traffic locations, and
4. Educating the public such as school systems, CASA, partners, the general public (refer to the RCPOM)

(b) Recruit and train volunteers (as outlined in the RCPOM) to serve as mentors, tutors and assistants in providing recreational opportunities for relative families. Ensure that documentation is maintained on each program volunteer.

(c) Facilitate or join meetings/CFTMs with families to assist in decision making about critical issues related to family stability.

(d) Encourage the likelihood of reunification through demonstrated supports for the child, caregiver and the birth parents.

(e) Participate in Community Advisory Board (CAB), Multi-agency Collaboration (MAC), or other community meetings.

(f) There must be at least one (1) Community Service Project annually for youth and teens that focus on volunteerism and is inclusive of the number of respite/enrichment services required.

## **Funding**

Funding allocations will be distributed among the twelve (12) state regions to the extent possible based on a combination of child population service gaps. A program that can serve more than one region must submit separate proposals for each region served. In no case shall a grant be used to supplement any other program or activity unrelated to the RCP contract, nor can RCP funds supplant other funding.

DCS organizes Tennessee into twelve (12) regions as follows. Regions are subject to change by DCS at any time.

Davidson	Davidson
East	Anderson, Campbell, Loudon, Monroe, Morgan, Roane, Scott, Union
Knox	Knox
Mid-Cumberland	Cheatham, Montgomery, Robertson, Rutherford, Sumner, Trousdale, Williamson, Wilson
Northeast	Carter, Greene, Hancock, Hawkins, Johnson, Sullivan, Unicoi, Washington
Northwest	Benton, Carroll, Crockett, Dickson, Dyer, Gibson, Henry, Houston, Humphreys, Lake, Obion, Stewart, Weakley
Shelby	Shelby
Smoky Mountain	Blount, Claiborne, Cocke, Grainger, Hamblen, Jefferson, Sevier
South Central	Bedford, Coffee, Franklin, Giles, Grundy, Hickman, Lawrence, Lewis, Lincoln, Marshall, Maury, Moore, Perry, Wayne
Southwest	Chester, Decatur, Fayette, Hardeman, Hardin, Haywood, Henderson, Lauderdale,

	Madison, McNairy, Tipton
Tennessee Valley	Bledsoe, Bradley, Hamilton, Marion, McMinn, Meigs, Polk, Rhea, Sequatchie
Upper Cumberland	Cannon, Clay, Cumberland, DeKalb, Fentress, Jackson, Macon, Overton, Pickett, Putnam, Smith, Van Buren, Warren, White

### **Grant Contract Duration**

Grant Contract Term. This Grant Contract shall be effective for the period commencing on **January 1, 2023** and ending on **June 30, 2025**. The State shall have no obligation for services rendered by the Grantee which are not performed within the specified period.

### **Proposal Deadline**

Grant Proposals shall be submitted no later than the Proposal Deadline time and date detailed in the Section 2, Schedule of Events. A Proposer's failure to submit a proposal as required before the deadline shall cause the proposal to be disqualified.

Proposers assume the risk of the method of dispatch chosen. The State assumes no responsibility for delays caused by any delivery service. Late grant proposals shall not be accepted, nor shall additional time be granted to any potential Proposer.

## **2. ANNOUNCEMENT OF FUNDING SCHEDULE**

The following Schedule of Events represents the State's best estimate of the schedule that shall be followed. Unless otherwise specified, the time of day for the following events shall be between 8:00 a.m. and 4:30 p.m., Central Time.

The State reserves the right, at its sole discretion, to adjust this schedule as it deems necessary. Notification of any adjustment to the Schedule of Events shall be provided to all vendors.

	<b>EVENT</b>	<b>DATE</b>	<b>TIME</b>
<b>1</b>	State Announcement of Funding	September 29, 2022	
<b>2</b>	Deadline for Written Questions	October 11, 2022	2:00 p.m.
<b>3</b>	State Issues Responses to Written Questions	October 18, 2022	
<b>4</b>	Deadline for Submitting a Proposal	November 1, 2022	4:30 p.m. Central
<b>5</b>	State Completes Evaluations of Grant Proposals	November 14, 2022	
<b>6</b>	State Sends a written Notice to Proposers <u>and</u> State Opens Files for Public Inspection	November 21, 2022	
<b>7</b>	Conclusion of Contract Negotiation, and Contract Signing	November 29, 2022	4:30 p.m. Central
<b>8</b>	Anticipated Contract Start Date	January 1, 2023	

### **3. COMMUNICATION REQUIREMENTS AND OTHER INFORMATION**

#### **COORDINATOR:**

The following Coordinator shall be the main point of contact for this Announcement of Funding.

LESLIE GOODLOE: Program Specialist  
DCS Contracts  
[EI\\_DCS.Contracts@tn.gov](mailto:EI_DCS.Contracts@tn.gov)

#### **Communications Regarding the Announcement of Funding**

- All vendor communications concerning this procurement must be directed to the Coordinator. Unauthorized contact regarding this procurement with other State employees of the procuring state agency may result in disqualification.
- All communications should be in writing to the Coordinator. Any oral communications shall be considered unofficial and nonbinding on the State
- The State shall respond in writing to written communications. The State reserves the right, at its sole discretion, to determine appropriate and adequate responses to written comments, questions, and requests for clarification.

#### **Right of Rejection**

- The State reserves the right, at its sole discretion, to reject any and all grant proposals or to cancel the Announcement of Funding in its entirety.
- Any proposal received, which does not meet the requirements of this Announcement of Funds, may be considered to be nonresponsive, and the proposal may be rejected.

#### **Grantee Selection Criterion**

All grant proposals are reviewed by a group of state employees selected by the Department of Children's Services. The minimum number of state employees on a review team will be three. Based on the evaluations of the panel selections will be made and submitted for final approval to the Commissioner of the Department of Children's services or his/her designee.

Depending on the funds allocated and the number and size of proposals received, the State will make the final determination of the number and amounts of grants to be awarded based on geographic distribution and range and variation of proposals as to philosophy, policy, program and provider focus and prevention, mitigation, recovery or combined levels of intervention.

The Department of Children's Services reserves the right to further negotiate grant proposals submitted for consideration.

#### 4. PROPOSAL INFORMATION

##### **SUBMITTING THE PROPOSAL:**

- All grant proposals MUST be submitted to the Department of Children's Services (with the items identified below) to the following email address:

[EI\\_DCS.Contracts@tn.gov](mailto:EI_DCS.Contracts@tn.gov)

**Proposals shall be organized in the following order:**

**A. Face Sheet (Attachment 7.2)**

**B. Cover letter detailing a brief history of your organization, contact information and signature of the CEO/Executive Director of the agency.**

**C. Table of Contents**

**D. Proposal Requirements**

**E. Letters of Support**

## 5. PROPOSAL FORMAT AND CONTENT

- Grant Proposals should be prepared simply and economically and provide a straightforward, concise description of the Proposer's capabilities to satisfy the requirements of the Announcement of Funds. Emphasis should be on completeness and clarity of content.
- Proposers must follow all formats and address all portions of the Announcement of Funds set forth herein providing all information requested.
- Proposers must respond to every section identified. Proposers must label each response with the section numbers associated with the subject requirement.
- Proposal materials must be submitted in the order indicated on the checklist.

Failure to follow the specified format, to label the responses correctly, or to address all of the sections may, at the State's sole discretion, result in the rejection of the Proposal.

- Grant Proposals shall be type written, double spaced on standard 8 1/2" x 11" white paper, Font size of 10 with 1" margins.
- All proposal pages must be numbered or otherwise secured.
- The proposal must include a table of contents.
- The proposal must be in the order specified in Section 6.

## 6. PROPOSAL REQUIREMENTS

- I. A statement of need, including (15 points)
  - a) Description of target population this grant will serve.
  - b) A listing of all existing services available for this population, and how this program coordinates with these services
  - c) An explanation of how this grant provides needed services in your area if they are already providing RCP services or similar services.
  - d) Provide which region/s established by DCS will be served by the agency.
  
- II. A detailed description of the services to be provided by this grant. (40 points)
  - a) The mission statement of the agency and current services offered by the agency.
  
  - b) The counties to be served and the rationale for that choice including any objective data showing a need for this service,
  
  - c) The agency's ability to allocate case managers specifically for the role of RCP and what their suggested caseload cap is. Provide information on the number of children they propose to serve under this grant
  
  - d) Describe all staff training, certifications, or curriculum that this agency uses to assess and intervene for families in need.
  
  - e) Agency staff's ability to create action plans with families. Agency's involvement in other community functions such as attending the local community advisory board, DCS CFTMs, etc.
  
- III. A detailed description of how this grant will reduce commitments to state custody, as well as contribute to reduced commitment rate. (15 Points)
  - a) The Agency's evidence of using prevention services for at risk families or relative caregivers.
  
- IV. A detailed description of how this grant will meet specific outcomes. (20 points)
  - a) The agency should provide their outlook for how they will accomplish each task and requirement that is included in the Scope. For example, staffing, ability to provide support groups and enrichment activities, ability to conduct home visits, ability to assess for child safety to the extent of calling the child abuse hotline if

needed, ability to link families to support services in the community. Examples of these abilities are preferred.

V. Indicate successes or problems you have had in meeting outcomes in the past. (10 points)

- a) The Agency will describe a time when they were not able to meet goals or outcomes, what were the barriers to achieving the goal and how did the agency track and adjust afterward?

**NOTE:** This grant contract is a sample. The appropriate template will be used for successful applicants as public agencies, institutions of higher education or community grantees.

**GRANT CONTRACT  
BETWEEN THE STATE OF TENNESSEE,  
DEPARTMENT OF CHILDREN'S SERVICES  
AND  
GRANTEE NAME**

This Grant Contract, by and between the State of Tennessee, Department of Children's Services (DCS), hereinafter referred to as the "State" and Contractor Legal Entity Name, hereinafter referred to as the "Grantee," is for the provision of Child Abuse Prevention Services, as further defined in the "SCOPE OF SERVICES."

The Grantee is a/an Individual, For-Profit Corporation, Non-Profit Corporation, Special Purpose Corporation Or Association, Partnership, Joint Venture, Or Limited Liability Company.

Grantee Place of Incorporation or Organization: Location

Grantee Edison Vendor ID # Number

**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. Eligibility Guidelines for Participation in the Relative Caregiver Program (RCP)
  - 1. The child(ren) must reside in the home of the relative caregiver either through court order, power of attorney, or an informal agreement with the parents.
  - 2. The relative caregiver must be willing to take part in a needs assessment via the Relative Caregiver Family Needs Scale (Form CS-0616), the Home Safety Checklist (Form CS-0676), or any other needs assessment required by the Department in addition to any safety and needs scales utilized by the provider.
  - 3. The relative caregiver must agree to accept needed support services through the Relative Caregiver Program.
  - 4. The relative caregiver must be able to provide a safe home for related children and be committed to providing that home as long as is necessary and appropriate.
  - 5. The relative caregiver must be within the first, second, or third degree of relationship of the parent or stepparent of the child. The relative caregiver must be related to the child through blood, marriage or adoption.
  - 6. The relative caregiver shall not have a total adjusted household income that exceeds twice the current Federal Poverty Guideline based on the size of the family unit. Household income will be determined by including the income of the relative caregiver, the spouse of the relative caregiver, and adult children of the relative caregiver who are living in the same home as the relative caregiver. To be approved for RCP or the Stipend program, the relative caregiver family must not be in receipt of any type of DCS kinship payment or subsidy.

7. Eligibility for the Relative Caregiver Program does not necessarily guarantee eligibility for the Relative Caregiver Stipend.
8. The Department may waive these requirements for the non-stipend relative caregiver program for good cause shown after determining in writing that doing so would be in the best interest of the child

A.2. a. Eligibility Guidelines to Receive the Relative Caregiver Stipend

A.2. b. In addition to Relative Caregiver Program eligibility, relative caregivers receiving the Stipend will also meet the criteria listed below. A relative caregiver may be eligible to receive payment equal to fifty percent of the full foster care board rate for the care of the child(ren). If the below criteria are not met, the family is not eligible for the Stipend but may still qualify for the Relative Caregiver Program.

1. The child(ren) is not in state custody.
2. The relative caregiver is twenty-one years of age or older.
3. The relative caregiver has been awarded custody of the child by a final order of a court acting under Title 37, Chapter 1, Part 1 of the Tennessee Code.
4. A parent of the child does not reside in the relative caregiver's home.
5. The relative caregiver agrees to seek the establishment and enforcement of child support, including the naming of the father of a child for the purpose of paternity establishment.
6. The relative caregiver is within the first, second, or third degree of relationship of the parent or stepparent of the child. The relative caregiver must be related to the child through blood, marriage, or adoption.
7. The relative caregiver shall not have a total adjusted household income that exceeds twice the current Federal Poverty Guideline based on the size of the family unit. Household income will be determined by including the income of the relative caregiver, the spouse of the relative caregiver, and adult children of the relative caregiver who are living in the same home as the relative caregiver.

A.2.c. The RCP provider will redetermine eligibility for the Relative Caregiver Stipend every three months and the relative caregiver is responsible for cooperating in the redetermination to ensure continuing eligibility.

1. The RCP provider will ensure on an ongoing basis that participants maintain eligibility.
2. DCS will provide guidance to RCP providers on the requirements for participant redeterminations. The RCP provider is responsible for gathering the necessary

documents from the relative caregiver to support the approval of the participant's continued enrollment in RCP.

3. RCP providers will provide to DCS any eligibility documents that are different than what was previously provided by the participant.
4. On an annual basis, the provider will provide to DCS, in the manner prescribed by the Department, all redetermination documents even if there have been no changes from the initial submission of the documents.
5. Eligibility for the stipend ends once the youth has reached the age of eighteen (18) years old.
6. Failure to submit redetermination documentation may result in termination of payments and closure of the RCP case.
7. If the child or children for whom the relative caregiver is receiving the Stipend enters the custody of the Department, the relative caregiver will no longer be eligible for the Stipend for that child or children and all payments for that child or children will cease immediately.
8. Documents evidencing the income of the relative caregiver, the spouse of the relative caregiver, and adult children of the relative caregiver who are living in the same home of the relative caregiver, are required to be provided by the relative caregiver to the RCP provider
9. A relative caregiver must demonstrate a qualifying relationship to the child by providing one or more documents that specify relationship between the caregiver and the child(ren).

### A.3. Guidelines for Client Intake and Service Plan Development

- A.3.a. Families may be referred to the Relative Caregiver Program by DCS, hospitals, Department of Human Services (DHS), community mental health services, schools, juvenile or family courts, Community Services Agencies, private agencies, and other sources. Self-referrals are also allowable. Priority will be given to those families referred through the Department of Children's Services (DCS), the Department of Human Services (DHS), the Courts, and children at-risk of placement into state's custody.
- A.3.b. DCS and relative caregiver providers are responsible for determining whether an individual or family is to participate in the program. An individual's eligibility must be re-determined by the provider every three months. The provider must work to ensure that financial aid and services are provided to families in an equitable, lawful, compliant, and respectful manner. When families are determined ineligible, appropriate referrals for services will be made to ensure safety and permanence for children in relative care. DCS will monitor Relative Caregiver Program determinations of eligibility. DCS also reserves the ability to conduct on site case file reviews of the relative caregiver providers.
- A.3.c. A referral may be made to the Relative Caregiver Program in the following ways:
  1. By submitting form CS-1230 (Relative Caregiver Program Referral) to the respective RCP provider;
  2. Calling the Relative Caregiver Hotline;

3. Contacting the RCP provider directly.
- A.3.d. After a referral is received:
1. RCP provider initiates contact to schedule an initial face-to-face visit with the family after receipt of the referral.
  2. RCP provider informs referent via email or telephone of family eligibility.
  3. RCP provider documents contact with the family in the manner prescribed by DCS.
- A.3.e. The RCP provider and the family must collaboratively complete a Family Needs Scale, a family needs assessment, and develop a service plan.
- A.3.f. In compliance with TCA § 37-1-403, if the Relative Caregiver provider believes it is not in the best interests of the child(ren) to remain in the home of the relative caregiver, appropriate steps must be taken to ensure the safety of the child(ren). These steps include making a report to the Child Abuse Hotline, and notifying the RCP supervisor, and Central Office staff of the situation.
- A.3.g. Once a service plan has been developed, the Relative Caregiver Program provider must help the family achieve the goals outlined in the agreed upon service plan.
- A.3.h. The Family Needs Scale must be used by each Relative Caregiver Program provider as part of the initial assessment to assess family need.
- A.3.i. The service plan may include but is not limited to the following types of referrals and services: individual counseling, respite care, legal services, financial aid, recreation, homemaker services, transportation, advocacy, support groups, training, mediation, family conferencing, case management, mentoring, child care, and children's activity groups as needed for eligible families. These services may not duplicate services the family is already receiving.
- A.3.j. Monthly contact with the family will include Face to Face, virtual call, or in some circumstances a phone call. Face to Face contacts is required at least quarterly.
- A.4. Support Groups / Enrichment Services:
- A.4.a. Facilitate support groups for and with relative caregivers. It is strongly recommended that agencies identify an appropriate relative caregiver to help lead caregiver support groups. Groups should be offered at day and evening hours with a focus on caregiver and family needs and a separate group focused on birth parents and reunification goals.
1. Single county regions- facilitate at least one group monthly. It is the discretion of the provider to offer more than one group a month, or to combine different types of groups into one meeting or on the same day but split up. (i.e. Children's Support Group, Caregiver Support Group, Family Support Group)
  2. Multi county regions- facilitate at least one group monthly. It is the discretion of the provider to offer more than one group a month, or to combine different types of groups into one meeting or on the same day but split out. (i.e. Children's Support Group, Caregiver Support Group, Family Support Group)

A.4.b. In single County regions, provide Respite/Educational/Enrichment services for children and their relative caregivers at least one (1) time per month.

In multi county regions, provide Respite/Educational/Enrichment services at least one (1) time quarterly per "cluster" of counties or regionally if transportation arrangements are secured to meet needs of theregion.

#### A.5. Guidelines for the Dissemination of Financial Aid through the Relative Caregiver Program.

A.5.a Children and their relative caregivers may have special non-recurring needs for financial aid. Meeting these needs will enable families to provide safe, stable homes for their related children that support appropriate growth and development and good health. The Relative Caregiver Program will provide financial support to all eligible families with the need for financial aid as funds permit, however RCP families participating in the Stipend program will not be eligible for this additional financial assistance.

1. Financial aid may be used to purchase a wide range of tangible items, supports, services, or other needs.
2. Financial aid may not be made that duplicate available existing supports.
3. All financial aid determinations will be based on written requests for assistance submitted by the Relative Caregiver Program staff person to an RCP provider designee. This written request must be contained within the case file.
4. Each Relative Caregiver Program provider should develop, utilize, and continuously update an inventory of available services and supports in their communities to ensure Program funds are not used to duplicate existing services.
5. Each Relative Caregiver Program provider must maintain adequate support documentation in the case file to verify contracted and paid for services and expenses actually incurred.

A.5.b. Relative caregivers who qualify for the stipend program will utilize the funds for any caretaking function that best suits the support of the child's stability and upbringing. All other Relative Caregiver Program grant dollars that are provided as financial aid will be to support the permanency and well-being of the child with the caregiver.

#### A.6. Financial Aid Revisions, Renewals and Terminations

A.6.a. Financial aid assistance and the Stipend will be afforded to relative caregivers based on the availability of funds. If stipends are denied, the Relative Caregiver Program will adhere to the guidance outlined by DCS.

A.6.b. Relative Caregiver Stipend payments shall terminate when one of the following occurs:

1. Upon the relative caregiver's request;
2. The relative caregiver's legal responsibility to the child ends;
3. The relative caregiver fails to complete the redetermination process within the time frames outlined.

4. If the child(ren) marries;
5. If the child(ren) dies;
6. The child(ren) no longer meets the continuing eligibility criteria used to continue the Stipend. (See section 2, Eligibility for the Relative Caregiver Stipend Program); or
7. If DCS determines that the relative caregiver was made eligible for the Stipend program in error, DCS reserves the right to terminate the Stipend due to error or oversight concerning the determination of eligibility for the Stipend Program.

A.6.c. When the Department becomes aware of overpayment to a relative caregiver, the Department will take necessary action to recover overextended funds.

#### A.7. Notification of Change

A.7.a. Relative caregivers will notify the Department of Children's Services relative caregiver staff when there is a change in circumstances that warrants a modification or termination of the financial aid being received or the Stipend being received. This includes but is not limited to the child(ren) being removed from the care and custody of the relative caregiver and placed into the custody of another individual or entity.

A.7.b. In the event the relative caregiver becomes incapacitated or dies, the Relative Caregiver Stipend may be transferred to the successor relative caregiver identified if all eligibility criteria are met.

#### A.8. Outreach and Collaboration

A.8.a. Each lead agency conducts outreach no less than quarterly in order to publicize services offered through the RCP throughout their region, including information regarding the program's mission, goals, eligibility and accessibility. Outreach is achieved through venues such as group presentations, state agency presentations, one-on-one outreach contacts, public service announcements, news media, radio, television, community events, and through the caregivers themselves.

Additional outreach can include:

1. Attending and participating in DCS trainings and meetings,
2. Attending Community Advisory Boards (CABs), Multi-Agency Collaboration (MAC), resource centers, etc,
3. Posting signage in high traffic locations, and
4. Educating the public such as school systems, CASA, partners, the general public (refer to the RCPOM)

A.8.b. Recruit and train volunteers (as outlined in the RCPOM) to serve as mentors, tutors and assistants in providing recreational opportunities for relative families. Ensure that documentation is maintained on each program volunteer.

A.8.c. Facilitate or join meetings/CFTMs with families to assist in decision making about critical issues related to family stability.

- A.8.d. Encourage the likelihood of reunification through demonstrated supports for the child, caregiver and the birth parents.
- A.8.e. Participate in Community Advisory Board (CAB), Multi-agency Collaboration (MAC), or other community meetings.
- A.8.f. There must be at least one (1) Community Service Project annually for youth and teens that focus on volunteerism and is inclusive of the number of respite/enrichment services required

A.9. Guidelines for Relative Caregiver Provider Staff

1. Each Relative Caregiver Program utilizing volunteers shall have written procedures that comply with the terms of their contract and DCS policy/protocol regarding volunteers.
2. Relative Caregiver Program paid or volunteer staff may not solicit or accept gratuities, favors, or anything of monetary value from program participants.
3. Relative Caregiver Program paid or volunteer staff may not offer for sale any type of merchandise or other service to RCP participants.
4. Relative Caregiver Program paid or volunteer staff may not encourage the acceptance of children and their relative caregiver based on any particular belief or philosophy when determining eligibility.
5. Each Relative Caregiver Program shall make available to DCS an up-to-date written organizational chart clearly defining established lines of authority.
6. Each Relative Caregiver Program shall have clearly defined job descriptions for staff.
7. A Relative Caregiver Program staff person shall be designated to have the responsibility of ensuring that services are available on a day-to-day basis according to the contract, governing statutes, and in a manner that best serves children and their relative caregivers.
8. Every Relative Caregiver Program paid or volunteer staff person who enters the home of caregivers must display their agency picture identification card.
9. DCS Contract Agencies will conduct initial and annual background checks on all employees and volunteers who have direct contact with children or families in the RCP program. Background checks must be conducted on all prospective staff and volunteers that have direct contact with children or who work with sensitive or confidential information. These are in accordance with DCS Administrative Policies and Procedures: **4.1 Employee Background Checks.**
10. No Relative Caregiver Program may unlawfully discriminate against any employee, applicant for employment, or recipient of service. Each program must clearly post signs in English, and other languages as may be appropriate, at agency offices and locations where services are provided, indicating nondiscrimination in hiring, employment practices, and provision of services.

A.10. Guidelines for the training of Relative Caregiver Program Staff

- A.10.a. Relative Caregiver Program Provider staff should receive adequate training in the following areas:

1. Evaluating home safety.
2. Identifying and helping relative caregivers understand the physical and mental developmental patterns, emotional, and behavioral disorders of children.
3. Working with the triad consisting of the relative caregiver, the child, and birth parent (when appropriate).
4. Observing evidence of prior or current substance abuse by caregivers.
5. Observing the relative caregiver's physical and mental functioning.
6. Determining the availability of a supportive extended family system.
7. Assessing the relative caregiver's willingness and ability to provide a safe, permanent home.
8. Implementing service plan recommendations and meeting any special needs of the child(ren) in their home.
9. Private and public benefits potentially available to relative caregiver families.
10. Understanding the purpose of the relative caregiver program, the role of the Department of Children's Services relative to this program, and the philosophy, ethics, policies, and procedures for the program.

A.10.b. Records identifying dates of training and topics covered are to be maintained in the Relative Caregiver Program Staff personnel file.

#### A.11 Guidelines for Data Collection and Reporting

A.11.a. If at any time the caregiver decides they do not wish to be in the program, or they are no longer in compliance with program, the family will be discharged or graduated from the RCP. Discharged or graduated families may have the option of attending any activities or events that do not require the RCP funds to permit family participation, for example, enrichment and other RCP sponsored events open to the community.

A.11.b. Eligibility for the Relative Caregiver Program is valid for one year and must be re-determined annually to reassess the continued need for the RCP and to ensure that the family continues to meet criteria. The family may be discharged from the RCP when they no longer meet criteria for the program, that may include the following circumstances:

1. Child no longer in the care or home of the relative;
2. Child ages out of the RCP age criteria;
3. Caregiver no longer capable of meeting the needs of the child;
4. Family consistently exhibits unwillingness or disinterest in program compliance;
5. Family no longer in need of services or financial aid

#### A.12. Appeals

A.12.a. Relative Caregivers may appeal DCS's denial, termination, or modification of their child's Stipend by using the state's Fair Hearing and Appeal Process. Relative Caregivers must appeal an adverse decision within ten (10) business days of written notice of adverse action. If adverse action is upheld, the appeal payments continued during the appeal period will be considered an overpayment and will be subject to recovery. The following are the steps in the appeal process:

1. If DCS determines the Stipend will be denied, terminated, or modified, the Relative Caregiver provider must notify the relative caregiver, within 5 business days, in writing, utilizing form CS-0403, Appeal for Fair Hearing, which must be given to the relative caregiver at the same time as the notification.

2. The relative caregiver must be informed about the timeframe in which they have to file an appeal. They must also be provided with the fax number and mailing address to send form CS-0403, Appeal for Fair Hearing.

3. The Administrative Procedures Division will notify the appropriate county office if an appeal of the Relative Caregiver Program is received. Once notified by the Administrative Procedures Division, the county must follow the direction of that office to ensure due process protocol is followed.

4. DCS staff must complete an Appeal Summary as directed by the Administrative Procedure Division.

A.12.b. This appeal process only applies to the denial, termination, or modification of receiving the stipend and shall not apply to the appeal process for denial of enrollment outlined in Tenn. Comp. R. & Regs. 0250-07-14-.03(9)(b).

A.12.c. Relative caregivers may request a review of DCS's denial, termination, or modification of their enrollment in the Relative Caregiver Program by informing the RCP provider of their objection within 10 days of the determination. The RCP provider will then notify DCS Central Office via email, for a review of the determination. DCS Central Office has 10 business days from receipt of the request to respond via email to the relative caregiver about the final decision regarding the review and the justification.

A.12.d. If the child(ren) is removed from the custody of the relative caregiver, then the relative caregiver will no longer be eligible for the Relative Caregiver Program.

#### A.13. Annual Reporting Regarding the Relative Caregiver Stipend Program

A.13.a Beginning February 1, 2024, and no later than February 1 following the conclusion of each calendar year during which the relative caregiver reimbursement program established under Tn.Pub.Ch. 785 is in effect, the Department will publish an annual report on the Department's website regarding the payments made under this program to include, but not limited to, the following:

1. The total amount of payments made in the previous calendar year;
2. The total number of children for who a relative caregiver received a payment during the previous calendar year;
3. The total number of children who have entered state custody after being in the custody of a relative caregiver who received a payment during the previous calendar year; and
4. The total number of children who remain in the custody of a relative caregiver who received a payment during the previous calendar year.

**B. TERM OF GRANT CONTRACT:**

- B.1 This Grant Contract shall be effective for the period beginning on January 1, 2023 (“Effective Date”) and ending on June 30, 2025, (“Term”). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.
- B.2 Renewal Options. This Grant Contract may be renewed upon satisfactory completion of the Term. The State reserves the right to execute up to two (2) 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.3 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 Written Dollar Amount (\$Number) (“Maximum Liability”). The Grant Budget, attached and incorporated hereto as Attachment Reference, shall constitute 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 Term 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  
12<sup>th</sup> Floor, UBS Tower, 9th floor  
315 Deaderick Street  
Nashville, TN 37243  
Telephone: 615-306-4552

- 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: TN Department of Children's Services – Division of Federal Programs
- (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 20 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 Section C of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit said refund with the final grant disbursement reconciliation report.
- b. The 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 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 contract period 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 matter in relation thereto. 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 non-allowable costs.
- C.12. State's Right to Set Off. The State reserves the right to deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or any other contract 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 present 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 (said 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 in a timely or proper manner, or if the Grantee violates any terms of this Grant Contract ("Breach Condition"), the State shall have the right to immediately terminate the Grant Contract and withhold payments in excess of compensation for completed services or provided goods. Notwithstanding the above, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any Breach Condition and the State may seek other remedies allowed at law or in equity for breach of this Grant Contract.
- 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.

The Grantee acknowledges, understands, and agrees that this Grant Contract shall be null and void if the Grantee is, or within the past six months has been, an employee of the State of Tennessee or if the Grantee is an entity in which a controlling interest is held by an individual who is, or within the past six months has been, an employee of the State of Tennessee.

- 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:

Marjahna Hart/Director Child Programs  
Tennessee Department of Children's Services  
UBS Building, 10<sup>th</sup> Floor  
315 Deadrick, Nashville, TN 37243  
Marjahna.Hart@tn.gov  
615-532-5624

The Grantee:

Grantee Contact Name & Title  
Grantee Name  
Address  
Email Address  
Telephone # Number  
FAX # Number

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 agrees 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 such 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 ("HITECH") Act 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 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 or delivered by the parties under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the parties to receive or deliver the information without entering into a business associate agreement or signing another document.
  - d. The Grantee will indemnify the State and hold it harmless for any violation by the Grantee or its subcontractors of the Privacy Rules. This includes the costs of responding to a breach of protected health information, the costs of responding to a government enforcement action related to the breach, and any fines, penalties, or damages paid by the State because of the violation.
- 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 and its employees and all sub-grantees shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.
- D.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 for a period of five (5) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

The records shall be maintained in accordance with Financial Accounting Standards Board (FASB) Accounting Standards Codification, Public Company Accounting Oversight Board (PCAOB) Accounting Standards Codification, or Governmental Accounting Standards Board (GASB) 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, Audit Requirements, and Cost Principles for Federal Awards*.

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. For purposes of this Section, pass-through entity means a non-federal entity that provides a subaward to a subrecipient to carry out part of a federal program. The Grantee shall provide audited financial statements to the Tennessee Comptroller of the Treasury ("Comptroller") if during the Grantee's fiscal year, the Grantee: (1) expends seven hundred fifty thousand dollars (\$750,000) or more in direct and indirect federal financial assistance and the State is a pass-through entity; (2) expends seven hundred fifty thousand dollars (\$750,000) or more in state funds from the State; or (3) expends seven hundred fifty thousand dollars (\$750,000) or more in federal financial assistance and state funds from the State, and the State is a pass-through entity.

At least ninety (90) days before the end of its fiscal year, the Grantee shall complete Attachment B to notify the State whether or not Grantee is subject to an audit. The Grantee should submit only one, completed document during the Grantee's fiscal year. Any Grantee that is subject to an audit and so indicates on Attachment B shall complete Attachment C. If the Grantee is subject to an audit, Grantee shall obtain the Comptroller's approval before engaging a licensed, independent public accountant to perform the audit. The Grantee may contact the Comptroller for assistance identifying auditors.

The audit contract between the Grantee and the Auditor shall be on a contract form prescribed by the Comptroller. The Grantee shall be responsible for payment of fees for an audit prepared by a licensed, independent public accountant. Payment of the audit fees by the Grantee shall be subject to the provision relating to such fees contained within this Grant Contract. The Grantee shall be responsible for reimbursing the Comptroller for any costs of an audit prepared by the Comptroller.

All audits shall be performed in accordance with the Comptroller's requirements, as posted on its web site. 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. The Grantee shall also submit a copy of the Notice of Audit Report, Parent Child Form, and audit report to the State.

- 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 agreement shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.
- D.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.

The Grantee, being an independent contractor and not an employee of the State, agrees to carry adequate public liability and other appropriate forms of insurance, including adequate public liability and other appropriate forms of insurance on the Grantee's employees, and to pay all applicable taxes incident to this Grant Contract.

- 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.
- 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 of the parties' agreement. This Grant Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, 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 hereof shall not be affected thereby 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 Grant Grantee by the State or acquired by the Grant 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 Grant Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Grant 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. Grant 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. Insurance. Grantee shall maintain insurance coverage as specified in this Section. The State reserves the right to amend or require additional insurance coverage, coverage amounts, and endorsements required under this Contract. Grantee's failure to maintain or submit evidence of insurance coverage, as required, is a material breach of this Contract. If Grantee loses insurance coverage, fails to renew coverage, or for any reason becomes uninsured during the Term, Grantee shall immediately notify the State. All insurance companies providing coverage must be: (a) acceptable to the State; (b) authorized by the Tennessee Department of Commerce and Insurance ("TDCI"); and (c) rated A- / VII or better by A.M. Best. All coverage must be on a primary basis and noncontributory with any other insurance or self-insurance carried by the State. Grantee agrees to name the State as an additional insured on any insurance policy with the exception of workers' compensation (employer liability) and professional liability (errors and omissions) insurance. All policies must contain an endorsement for a waiver of subrogation in favor of the State. Any deductible or self-insured retention ("SIR") over fifty thousand dollars (\$50,000) must be approved by the State. The deductible or SIR and any premiums are the Grantee's sole responsibility. The Grantee agrees that the insurance requirements specified in this Section do not reduce any liability the Grantee has assumed under this Contract including any indemnification or hold harmless requirements. To achieve the required coverage amounts, a combination of an otherwise deficient specific policy and an umbrella policy with an aggregate meeting or exceeding the required coverage

amounts is acceptable. For example: If the required policy limit under this Contract is for two million dollars (\$2,000,000) in coverage, acceptable coverage would include a specific policy covering one million dollars (\$1,000,000) combined with an umbrella policy for an additional one million dollars (\$1,000,000). If the deficient underlying policy is for a coverage area without aggregate limits (generally Automobile Liability and Employers' Liability Accident), Grantee shall provide a copy of the umbrella insurance policy documents to ensure that no aggregate limit applies to the umbrella policy for that coverage area. In the event that an umbrella policy is being provided to achieve any required coverage amounts, the umbrella policy shall be accompanied by an endorsement at least as broad as the Insurance Services Office, Inc. (also known as "ISO") "Noncontributory—Other Insurance Condition" endorsement or shall be written on a policy form that addresses both the primary and noncontributory basis of the umbrella policy if the State is otherwise named as an additional insured.

Grantee shall provide the State a certificate of insurance ("COI") evidencing the coverages and amounts specified in this Section. The COI must be on a form approved by the TDCI (standard ACORD form preferred). The COI must list each insurer's National Association of Insurance Commissioners (NAIC) number and be signed by an authorized representative of the insurer. The COI must list the State of Tennessee – CPO Risk Manager, 312 Rosa L. Parks Ave., 3<sup>rd</sup> floor Central Procurement Office, Nashville, TN 37243 as the certificate holder. Grantee shall provide the COI ten (10) business days prior to the Effective Date and again thirty (30) calendar days before renewal or replacement of coverage. Grantee shall provide the State evidence that all subgrantees maintain the required insurance or that subgrantees are included under the Grantee's policy. At any time, the State may require Grantee to provide a valid COI. The Parties agree that failure to provide evidence of insurance coverage as required is a material breach of this Contract. If Grantee self-insures, then a COI will not be required to prove coverage. Instead Grantee shall provide a certificate of self-insurance or a letter, on Grantee's letterhead, detailing its coverage, policy amounts, and proof of funds to reasonably cover such expenses.

The State agrees that it shall give written notice to the Grantee as soon as practicable after the State becomes aware of any claim asserted or made against the State, but in no event later than thirty (30) calendar days after the State becomes aware of such claim. The failure of the State to give notice shall only relieve the Grantee of its obligations under this Section to the extent that the Grantee can demonstrate actual prejudice arising from the failure to give notice. This Section shall not grant the Grantee or its insurer, through its attorneys, the right to represent the State in any legal matter, as the right to represent the State is governed by Tenn. Code Ann. § 8-6-106.

**The insurance obligations under this Contract shall be: (1)—all the insurance coverage and policy limits carried by the Grantee; or (2)—the minimum insurance coverage requirements and policy limits shown in this Contract; whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and minimum required policy limits, which are applicable to a given loss, shall be available to the State. No representation is made that the minimum insurance requirements of the Contract are sufficient to cover the obligations of the Grantee arising under this Contract. The Grantee shall obtain and maintain, at a minimum, the following insurance coverages and policy limits.**

a. Commercial General Liability ("CGL") Insurance

- 1) The Grantee shall maintain CGL insurance, which shall be written on an ISO Form CG 00 01 occurrence form (or a substitute form providing equivalent coverage) and shall cover liability arising from property damage, premises and operations, products and completed operations, bodily injury, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

The Grantee shall maintain single limits not less than **one million dollars (\$1,000,000)** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this policy or location of

occurrence or the general aggregate limit shall be twice the required occurrence limit.

b. Workers' Compensation and Employer Liability Insurance

1) For Grantees statutorily required to carry workers' compensation and employer liability insurance, the Grantee shall maintain:

- i. Workers' compensation in an amount not less than **one million dollars (\$1,000,000)** including employer liability of one million dollars (**\$1,000,000**) per accident for bodily injury by accident, **one million dollars (\$1,000,000)** policy limit by disease, and **one million dollars (\$1,000,000)** per employee for bodily injury by disease.

2) If the Grantee certifies that it is exempt from the requirements of Tenn. Code Ann. §§ 50-6-101 – 103, then the Grantee shall furnish written proof of such exemption for one or more of the following reasons:

- i. The Grantee employs fewer than five (5) employees;
- ii. The Grantee is a sole proprietor;
- iii. The Grantee is in the construction business or trades with no employees;
- iv. The Grantee is in the coal mining industry with no employees;
- v. The Grantee is a state or local government; or
- vi. The Grantee self-insures its workers' compensation and is in compliance with the TDCI rules and Tenn. Code Ann. § 50-6-405.

c. Automobile Liability Insurance

1) The Grantee shall maintain automobile liability insurance which shall cover liability arising out of any automobile (including owned, leased, hired, and non-owned automobiles).

2) The Grantee shall maintain bodily injury/property damage with a limit not less than **one million dollars (\$1,000,000)** per occurrence or combined single limit.

E.3. 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.4. Prohibited Advertising. The Grantee shall not refer to this Grant Contract or the Grantee's relationship with the State under this Grant Contract in commercial advertising in such a manner as to state or imply that the Grantee or the Grantee's goods or services are endorsed. The obligations set forth in this Section shall survive the termination of this Grant Contract.

E.5. 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.6. Drug -Free Workplace. 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.7. Not a DCS Employee. The Contractor shall inform the client in writing that the Contractor is a private provider and not an employee of the State.
- E.8. 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.9. Prison Rape Elimination Act (PREA). The Contractor shall comply with the Prison Rape Elimination Act of 2003 (42 U.S.C. § 15601 *et seq.*), and with all applicable PREA standards and DCS policies related to PREA for preventing, detecting, monitoring, investigating, and eradicating any form of sexual abuse in facilities owned, operated or subcontracted by the Contractor. Contractor acknowledges that, in addition to self-monitoring requirements, DCS will conduct announced and unannounced on-site compliance monitoring. Failure to comply with PREA, PREA Standards, or relevant DCS policies may result in termination of the contract.
- E.10. kidcentraltn.com. If goods or services provided under this Grant Contract are appropriate for inclusion in the State services directory located at [www.kidcentraltn.com](http://www.kidcentraltn.com) (“Directory”):
  - a. The State shall designate a "Gatekeeper" to: 1) provide instruction on which goods or services should be included in the Directory; 2) invite Grantee to create one or more program profiles in the Directory; 3) review, approve and publish Grantee’s profiles; and 4) monitor activity related to the profiles.
  - b. Grantee shall, under the guidance of the Gatekeeper, create one or more program profiles in the Directory (if Grantee has more than one service appropriate for the Directory, Gatekeeper will instruct which services to include) as appropriate. Grantee shall update any profiles it creates at least every six months and, in the event of any change in information, update the profile within ten (10) business days. If Grantee has a website, Grantee shall provide a link to [www.kidcentraltn.com](http://www.kidcentraltn.com) from the appropriate section of the website.
  - c. If Grantee develops print or electronic materials on behalf of the State or uses State funds that are intended for general distribution to parents, families, children, or professionals who work directly with children or families, Grantee must place the “kidcentral tn” logo on those materials.

Covered materials include, by way of example only, brochures, posters, promotional postcards, mailers. The State reserves the right to instruct Grantee to apply the “kidcentral tn” logo or brand to any other materials, using templates provided by the State. The logo requirement does not apply to materials that have already been printed, designed or originating from the federal government, national organizations or other groups where Grantee serves as a pass-through of the materials. The “kidcentral tn” logo should not be applied to individualized correspondence or materials intended for a single family or professional and should not be applied to purely administrative materials (materials about rules, sanctions, regulations, enforcement).

IN WITNESS WHEREOF,

**GRANTEE LEGAL ENTITY NAME:**

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**GRANTEE SIGNATURE**

**DATE**

---

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

**GRANTOR STATE AGENCY NAME:**

---

**NAME & TITLE**

**DATE**

**ATTACHMENT A**

<b>GRANT BUDGET</b>				
<b>Additional Identification Information As Necessary</b>				
<b>The grant budget line-item amounts below shall be applicable only to expense incurred during the following</b>				
<b>Applicable Period: BEGIN: DATE END: DATE</b>				
<b>POLICY 03 Object Line-item Reference</b>	<b>EXPENSE OBJECT LINE-ITEM CATEGORY <sup>1</sup></b>	<b>GRANT CONTRACT</b>	<b>GRANTEE PARTICIPATION</b>	<b>TOTAL PROJECT</b>
1. 2	Salaries, Benefits & Taxes	0.00	0.00	0.00
4, 15	Professional Fee, Grant & Award <sup>2</sup>	0.00	0.00	0.00
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	0.00	0.00	0.00
11. 12	Travel, Conferences & Meetings	0.00	0.00	0.00
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	0.00	0.00	0.00
24	In-Kind Expense	0.00	0.00	0.00
25	<b>GRAND TOTAL</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</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.

**ATTACHMENT A**

**GRANT BUDGET LINE-ITEM DETAIL:**

<b>PROFESSIONAL FEE, GRANT &amp; AWARD</b>	<b>AMOUNT</b>
Specific, Descriptive, Detail (Repeat Row As Necessary)	Amount
<b>TOTAL</b>	<b>Amount</b>

<b>INTEREST</b>	<b>AMOUNT</b>
Specific, Descriptive, Detail (Repeat Row As Necessary)	Amount
<b>TOTAL</b>	<b>Amount</b>

<b>DEPRECIATION</b>	<b>AMOUNT</b>
Specific, Descriptive, Detail (Repeat Row As Necessary)	Amount
<b>TOTAL</b>	<b>Amount</b>

<b>OTHER NON-PERSONNEL</b>	<b>AMOUNT</b>
Specific, Descriptive, Detail (Repeat Row As Necessary)	Amount
<b>TOTAL</b>	<b>Amount</b>

<b>CAPITAL PURCHASE</b>	<b>AMOUNT</b>
Specific, Descriptive, Detail (Repeat Row As Necessary)	Amount
<b>TOTAL</b>	<b>Amount</b>

**Notice of Audit Report**

Check one of the two boxes below and complete the remainder of this document as instructed. Send completed documents as a PDF file to [cpo.auditnotice@tn.gov](mailto:cpo.auditnotice@tn.gov). **The Grantee should submit only one, completed “Notice of Audit Report” document to the State ninety (90) days prior to the Grantee’s fiscal year.**

- Grantee Legal Entity Name** is subject to an audit for fiscal year #.
- Grantee Legal Entity Name** is not subject to an audit for fiscal year #.

Grantee’s Edison Vendor ID Number:

Grantee’s fiscal year end:

Any Grantee that is subject to an audit must complete the information below.

<b>Type of funds expended</b>	<b>Estimated amount of funds expended by end of Grantee’s fiscal year</b>
Federal pass-through funds a. Funds passed through the State of Tennessee b. Funds passed through any other entity	a.  b.
Funds received directly from the federal government	
Non-federal funds received directly from the State of Tennessee	

Auditor’s name:

Auditor’s address:

Auditor’s phone number:

Auditor’s email:

**Parent Child Information**

Send completed documents as a PDF file to [cpo.auditnotice@tn.gov](mailto:cpo.auditnotice@tn.gov). ***The Grantee should submit only one, completed “Parent Child Information” document to the State during the Grantee’s fiscal year if the Grantee indicates it is subject to an audit on the “Notice of Audit Report” document.***

“Parent” means an entity whose IRS filing contains the information of at least one other entity.

“Child” means an entity whose information is contained in another entity’s IRS filing.

Grantee’s Edison Vendor ID number:

Is **Grantee Legal Entity Name** a parent? Yes  No

If yes, provide the name and Edison Vendor ID number, if applicable, of any child entities.

Is **Grantee Legal Entity Name** a child? Yes  No

If yes, complete the fields below.

Parent entity’s name: \_\_\_\_\_

Parent entity’s tax identification number: \_\_\_\_\_

Note: If the parent entity’s tax identification number is a social security number, this form must be submitted via US mail to:

Central Procurement Office, Grants Program Manager  
3<sup>rd</sup> Floor, WRS Tennessee Tower  
312 Rosa L Parks Avenue  
Nashville, TN 37243

Parent entity’s contact information

Name of primary contact person: \_\_\_\_\_

Address: \_\_\_\_\_

Phone number: \_\_\_\_\_

Email address: \_\_\_\_\_

Parent entity’s Edison Vendor ID number, if applicable: \_\_\_\_\_

**ATTACHMENT 7.2**

**FACE SHEET TO BE COMPLETED and SUBMITTED WITH PROPOSAL**

[Sheet may be recreated to allow input of information and data]

1. Applicant (name, address, phone #, e-mail)		
2. Head of Applying Agency (name, title, e-mail)		
3. Implementing Agency (name, address, phone #, e-mail)		
4. Project Director (name, address, phone #, e-mail)		
5. Project Category(ies)	Philosophy	
	Policy	
	Program	
	Practice	
	Community Conditions	
6. Total pages in application		
7. Project Title		
8. Brief project summary (do not attach additional pages)		
9. Estimated number of persons served/trained/impacted		
10. Requested amount		

\_\_\_\_\_ Applicant Signature and Date

\_\_\_\_\_ (Title)