



Post-Traumatic Stress Disorder Grant Application

Submit completed application and required attachments to: wc.ombudsman@tn.gov

Incomplete applications will be returned. For assistance call: 800-332-2667

Grant Award Conditions: By submitting this application, Employer agrees to, upon request, provide the TN Department of Labor and/or the TN Bureau of Workers' Compensation the following information as a condition of receiving the grant: (please check all)

- the number of claims brought under Section 1 of the James "Dustin" Samples Act,
- the portion of those claims that resulted in a settlement or award of benefits, and
- the effect of these claims on costs to Employer.

Employer, City, or County Name: _____

Fire Department: _____

Address: _____

City: _____ Zip: _____

Workers' compensation provider: _____

Did Employer choose to accept the Workers' Compensation Law? No Yes

If no, submit a HIPAA release completed by the injured firefighter.

Eligibility Requirements: Check all applicable boxes below.

Employer provides mental health awareness training approved by the TN State Fire Marshal.

Name of Course: _____.

Date course was submitted to commission for approval: _____.

Did the firefighter attend PTSD training? No Yes, Date of most recent training _____.

Employer has accepted the diagnosis of PTSD as compensable for an eligible firefighter.

Treatment has been provided by a qualified mental health expert **and** the injury was diagnosed **or** verified by a psychiatrist or psychologist.

Name(s) of Mental Health Provider(s): _____

Workers' compensation benefits have been paid as a direct result of an injury occurring on or after January 1, 2024, and on or before December 31, 2028.

Date of Injury: _____

PTSD Injury Details:

Injured Firefighter Name: _____ Date of Birth _____

Is the firefighter a regular or full-time paid employee? (Part-time are not eligible.) No Yes

What amount of money are you requesting for the grant award? \$ _____

Documentation: A committee will review all grant applications. To assist with their review, include with this application:

- relevant mental health records, including diagnosis, treatment, causation, impairment, and [how the eligibility criteria are met](#),
- the firefighter’s application for benefits, which may be a First Report of Injury,
- final court documents, and
- enter the number of firefighter PTSD claims employer has had for the following years below:

2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028

Certification:

Select one

By signing below, I certify, to my knowledge, as the _____ employer, OR _____ wc benefit provider, that all information included above is accurate and true and that the subject injury meets all [statutory and regulatory requirements](#).

Sign: _____ Date: _____

Print: _____

Email: _____ Phone: _____

Application Number: _____

Review by Tennessee Department of Labor and Workforce Development

- Payment recommended by Firefighter PTSD Review Committee
- Payment authorized by Tennessee Bureau of Workers’ Compensation Administrator

Signed _____
Troy Haley, TN BWC Administrator

Terms & Conditions of Firefighter PTSD Reimbursement

1. The AWARD RECIPIENT warrants that no 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 AWARD RECIPIENT in connection with any work contemplated or performed relative to this Authorization.
2. Notwithstanding the foregoing, the AWARD RECIPIENT may be an employee of the State of Tennessee, PROVIDED THAT the AWARD RECIPIENT is not employed in one of the following Department of Labor and Workforce Development positions: Commissioner, Deputy Commissioner, Assistant Commissioner, Assistant Commissioner, General Counsel, Executive Administrative Assistant, or an employee having direct oversight or supervisory duties in the approval or administration of award payments, and is not a member of said individuals' immediate household.
3. The STATE may terminate this agreement without cause for any reason, and such termination shall not be deemed a breach of contract by the STATE.
4. The STATE shall have no liability except as specifically provided in this agreement.
5. The AWARD RECIPIENT agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of the authorized service or in the employment practices of the AWARD RECIPIENT on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee state constitutional, or statutory law.
6. The AWARD RECIPIENT agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the AWARD RECIPIENT, its employees, or any person acting for or on its or their behalf relating to this purchase. The AWARD RECIPIENT further agrees it shall be liable for the reasonable cost of attorneys for the STATE in the event such service is necessitated to enforce the terms of this purchase or otherwise enforce the obligations of the AWARD RECIPIENT to the STATE.
7. This agreement shall be governed by and construed in accordance with the laws of the State of Tennessee. The AWARD RECIPIENT 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 agreement. The Award recipient acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under Tennessee Code Annotated, Sections 9-8-101 through 9-8-407.
8. This agreement 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 agreement supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
9. HIPAA Compliance. As applicable, the State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Health Information Technology for Economic and Clinical Health ("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.
10. The AWARD RECIPIENT will submit any reports as required by the STATE, to document impacts of grant funds.
 11. The AWARD RECIPIENT's activities conducted and records maintained pursuant to this agreement shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
 12. The AWARD RECIPIENT will submit an invoice and supporting documentation to evidence AWARD RECIPIENT payment for qualified purchases in form and substance acceptable to the STATE to effect payment. Such documentation may include, but shall not be limited to:
 - Proof of mental health awareness training approved by the TN State Fire Marshal and the course name.
 - Whether the firefighter attended PTSD training and the date of the most recent training.
 - Acceptance of the diagnosis of PTSD as compensable for an eligible firefighter.
 - Documentation that treatment was provided by a qualified mental health expert and the injury was diagnosed or verified by a psychiatrist or psychologist.
 - Documentation showing workers' compensation benefits have been paid as a direct result of an injury occurring on or after January 1, 2024, and on or before December 31, 2028.
 - Relevant mental health records, including diagnosis, treatment, causation, and impairment.
 - The firefighter's application for benefits, which may be a First Report of Injury.
 - Final court documents.
 - The number of firefighter PTSD claims the employer has had in prior years.
 13. 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.