# Attachment A

## COVER SHEET | Substance Use Residential Treatment Beds

|  |  |
| --- | --- |
| Legal Name of Proposer |  |
| Federal ID#  |  |
| Edison Vendor ID# |  |
| Targeted Coverage of Program (County/Counties and Region) |  |
| **CONTACT INFORMATION** |
| Name of Contact Person |  |
| Title of Contact Person |  |
| Address of Contact Person |  |
| E-mail Address of Contact Person |  |
| Phone Number of Contact Person |  |
| **AUTHORIZED REPRESENTATIVE INFORMATION** |
| Name of Authorized Representative*(For Non-Profit, if someone other than the Board Chairperson is named as the Authorized Representative, a signed copy of the resolution of appointment must be submitted.)* |  |
| Title of Authorized Representative |  |
| Address of Authorized Representative |  |
| E-mail Address of Authorized Representative |  |
| Phone Number of Authorized Representative |  |

**Signature of Authorized Representative Date**

# Attachment B

## ORGANIZATIONAL CHART AND BOARD OF DIRECTORS

Provide an organizational chart for the entity submitting a proposal, demonstrating where the Substance Use Residential Treatment Facilities grant will fit into the overall structural organization of the entity submitting the proposal.

Provide an updated list naming each member of the entity’s board of directors and their contact information.

# Attachment C

## ATTESTATION FOR ACKNOWLEDGEMENT OF COST REIMBURSED BUDGET

Provide a signed letter of attestation to confirm acknowledgement that all invoices paid or payments made by the State to awarded FY24 Substance Use Residential Treatment Beds Grantees are to be cost reimbursed. The letter of attestation must include the language specified below:

To the Tennessee Department of Mental Health and Substance Abuse Services,

As an authorized representative of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *(legal name of proposing entity)*, I hereby attest that I understand and acknowledge that all invoices paid or payments made by the State toward the FY 2024 Substance Use Residential Treatment Beds Grant will be cost reimbursed. I acknowledge that submission of documentation confirming and verifying proof of payment by the awarded grantee for all expenses associated with a grant contract will be required and will be subject to review by TDMHSAS prior to approval for reimbursement.

I also affirm that, as referenced in the Announcement of Funding for the FY 2024 Substance Use Residential Treatment Beds Grant, I have been encouraged to review the TDMHSAS Grantee Manual, located on the Grants Management section on the website <https://www.tn.gov/behavioral-health/for-providers/grants-management.html> for additional information regarding cost reimbursement budgets and other grant contract requirements.

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

Signature of Authorized Representative Date

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

Printed Name of Authorized Representative

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

Legal Name of Proposing Entity

# Attachment D

## PROPOSED BUDGET | Substance Use Residential Treatment Facilities

[Please download the Excel budget template available at this link](https://www.tn.gov/content/dam/tn/mentalhealth/documents/TDMHSAS_FY23_Grantee_Budget_Template.xls) to complete a proposed budget. The budget template has four tabs: Instructions, Summary, Detail, and Salaries. Summary, Detail and Salaries tabs must be included. Please review the Instructions tab before completing the proposed budget. Proposers should submit a budget based on the infrastructure project.



# Attachment E

## BUDGET JUSTIFICATION | Substance Use Residential Treatment Beds

Please include a written budget justification of funds needed to support the Substance Use Residential Treatment Facilities grant proposal.

The justification summary should provide detail to support the Grant Contract funds included in each line-item.

The budget justification should be no longer than one page, single spaced.

# Attachment F

## EXISTING AGREEMENTS AND THIRD-PARTY REVENUE SOURCE(S)

Provide documentation of any existing agreements with community stakeholders that provide additional resources to support the Substance Use Residential Treatment Beds grant.

List any current third-party revenue sources that contribute to the long-term sustainability of the Proposing entity.

# Attachment G

## LETTERS OF SUPPORT

Include any relevant letters of support from stakeholders, key partnerships, third-party resources, etc. This attachment and its documentation do not count toward the ten (10) page limit of the Proposal Narrative.

# Attachment H

## SCOPE OF SERVICES

[PLEASE NOTE: The State reserves the right to make any changes to the scope of services as deemed necessary before issuing the final Grant Contract.]

* 1. The Grantee shall provide the Scope of Services and Deliverables (“Scope”) as required, described, and detailed in this Grant Contract.
	2. This Grant Contract shall be performed in accordance with the Project Application Summary (incorporated into this contract as Attachment #\_) which identifies all projects, including Scope of Work, as approved by the State, to carry out activities under the Substance Use Residential Treatment Facilities grant to expand through rehabilitation or new construction the overall capacity of residential treatment beds, including gender specific, for indigent Tennesseans with SUD.
	3. As further described in this Scope of Services, this grant provides financial support to develop Residential Substance Use Treatment Facilities which could include the purchase and installation of furniture, fixtures and equipment as well as professional fees, infrastructure costs and/or capital purchases.
	4. Service Definitions
1. “Affordability Period”, for the purposes of this Grant Contract, refers to a set period of time, beginning at the date when State Grant funds are available for disbursement, for which the State’s interest in a given property and the covenant running with the land shall be binding upon Grantee, its successors and assigns. The duration/length of the affordability period is determined by the State and is indicated on the Restrictive Covenant(s), found in Attachment #\_.
2. “Substance Use Disorders”, for purposes of this Grant Contract, includes Substance Abuse and Substance Dependence according to the specific diagnostic criteria given in the DSM-5 or more current edition.
3. “Substance Use Residential Treatment”, for the purposes of this Grant Contract, refers to inpatient services for individuals with an alcohol or drug dependency, co-occurring substance use and psychiatric diagnosis refers to inpatient services for individuals with an alcohol or drug dependency, co-occurring substance use and psychiatric diagnosis.
4. “Co-Occurring Disorders”, for the purposes of this Grant Contract, “co-occurring disorder” is a primary diagnosis of a substance use disorder and a secondary diagnosis of a psychiatric disorder, as those terms are defined herein.
5. “Grant Note” refers to a formal and binding agreement in which the grantee (grant recipient) promises to pay the dollar total of the infrastructural grant funds awarded if the grantee incurs any default with respect to the conditions of the grant. Refer to the grant note sample template for specific detail.
6. “Restrictive Covenant” refers to a formal and binding agreement limiting the use of the property and prohibiting certain uses. The restrictive covenant binds the grantee and property owner to maintain the property for the purpose(s) indicated in the original associated grant contract and prohibits a grantee and property owner from engaging in certain actions related to the funded property for a specified period of time (known as the “affordability period”). Refer to the restrictive covenant sample template (Attachment I) for specific detail.
7. ”Indigent”, for the purposes of this Grant Contract, refers to individuals who have no other financial means of obtaining the services offered through this facility; is not enrolled in Tennessee’s Medicaid program, TennCare; has depleted their TennCare or other third party alcohol and drug abuse treatment benefits limit; or does not have any other third party health benefits payor source; and has insurance but has exhausted the benefits for such services, or does not have any other third party health benefits payer source that will cover such services; and meets the one hundred thirty-eight percent (138%) federal poverty guidelines as set by the United States Department of Health and Human Services (US HHS).
8. “Furniture, Fixture and Equipment (FF&E)”, refers to movable furniture, fixtures or other equipment that have no permanent connection to the structure of the building. These items typically depreciate substantially over their long-term use with each item having a different useful life.
9. “Infrastructure Costs”, means water and sewer line extensions, gas and electric utilities, and communication systems.
10. “Capital Purchase” means any individual item that costs $5000 or more and has a useful life of more than one year. Examples include land and buildings, plant and equipment, motor vehicles, and machinery.
	1. Service Goals:
11. To expand the overall capacity of residential treatment beds, including gender specific, for indigent Tennesseans with SUD.
12. To rehabilitate or construct new facilities that offers a nurturing and supportive environment for individuals seeking recovery from substance use disorder.
	1. Structure:

Grantee shall develop, construct, acquire, rehabilitate, renovate and/or convert, and make available, properties to provide new Adult Residential Substance Use Treatment facilities for the indigent Tennesseans for the duration of Affordability Periods as specified in the attached Restrictive Covenant (Attachment #\_) and recorded with the Office of the Register of Deeds in the county where the permanent housing is located.

* 1. Process:
1. Grantee shall develop, construct, acquire, rehabilitate, renovate and/or convert, and make available the property/properties as described in the following matrix, within the contract term specified in Section B of this contract:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Funding Source | Street Address | City | Zip Code | Number of Beds |
| State |  |  |  |  |

1. Before requesting reimbursement under this contract, Grantee shall ensure the following executed documentation (as applicable) is provided to the State to protect State's interest in the property or properties purchased and/or renovated using State funds provided through this contract:
	1. Grant Note(s), provided by State (Attachment #\_), for the amount of State funding involved, signed by an authorized agent of Grantee and so notarized, wherein buyer acknowledges its obligation to assure the property is used to serve specified service recipients for the specified period and the consequences if this obligation is not met;
	2. A copy of the Restrictive Covenant(s), provided by State (Attachment #\_), signed by an authorized agent of Grantee and so notarized, and properly recorded in the appropriate county acknowledging the State’s interest in the property or properties;
	3. A copy of the most recently filed property deed showing the property is owned by Grantee (if contract is for new construction or renovation).
2. When requesting reimbursement for funds under this Grant Contract, Grantee shall submit the following documentation to the State:
	* The completed and signed State-issued invoice form, reflecting incurred expenses related to the Grant Contract for the month of invoicing; and
	* For Capital Purchase expenditures incurred during the month of invoicing: submit documentation confirming and verifying proof of purchase and ownership; and
	* For Professional Fees expenditures incurred during the month of invoicing as a result of contractual work completed toward construction, rehabilitation and/or conversion of infrastructure, and infrastructural needs\*: submit documentation from the contractor(s) confirming and verifying payment.

\*Infrastructural needs may include, but may not be limited to: sprinkler system, heating/cooling system, roof repair, flooring repair, electrical wiring, plumbing repair, insulation, foundation repair, etc.

1. Grantee is strongly advised to review the TDMHSAS Grantee Manual located on the Grants Management section on the website <https://www.tn.gov/behavioral-health/for-providers/grants-management.html>. This manual includes resources about the grant contracting process, highlights key contract provisions, reviews the programmatic and fiscal requirements for grant contracts, outlines the monitoring process, and provides resources related to grant management.
2. Grantee shall adhere to the expectations and requirements specified in the Grant Note and Restrictive Covenant(s), as identified in Section A.8.b.(2) and Section A.8.b.(3), respectively, for the duration of the specified Affordability Period.
3. Grantee shall make necessary repairs as needed to these properties to assure they meet and are maintained at applicable codes and reasonable housing quality standards throughout the Affordability Period.
4. Grantee shall accumulate and maintain documentation at Grantee’s offices necessary to demonstrate the terms of this Scope of Service are met and make such documentation available for onsite review when requested by the State. Grantee acknowledges this documentation shall be maintained for the duration of the Affordability Period.
5. Grantee shall submit reports via email, at a frequency no less than monthly, to the Tennessee Department of Mental Health and Substance Abuse Services, Division of Substance Abuse Services (DSAS) until the start date of occupancy and service provision, on the status of development, construction, acquisition, rehabilitation, renovation and or conversion of property/properties indicated in Section A.8.a. Reports should include brief, concise and specific detail documenting ongoing progress toward completion, and should also include photo(s) to provide images reflecting such progress.

# Attachment I

## SAMPLE OF GRANT NOTE AND RESTRICTIVE COVENANT DOCUMENTS

**1 OF 2**

**SAMPLE GRANT NOTE**

Prepared by Tennessee Department of Mental Health and Substance Abuse Services

**GRANT NOTE**

**AMOUNT**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ($ )

On demand after date, for value received and hereby acknowledged, \_\_\_\_\_\_\_ (“Grant Recipient”), promises to pay to the order of Tennessee Department of Mental Health and Substance Abuse Services (“TDMHSAS”) the principal sum of \_\_\_ dollars ($\_\_), in legal tender, with interest thereon from this date at zero percent (0%) per annum. Principal shall be payable at the offices of TDMHSAS or such other place as TDMHSAS may designate.

A. So long as there is no default with respect to the conditions set forth herein, or as set forth in the Restrictive Covenant executed by \_\_\_\_(AGENCY NAME) related to the properties at \_\_\_\_\_\_\_(location) (herein after referred to as “the properties”), the principal sum due and payable under this Grant Note shall be forgiven at the end of the Affordability Period (as defined herein).

B. TDMHSAS agrees not to make demand for payment under this Grant Note so long as the following conditions are met:

1. The Affordability Period for this grant is \_\_\_\_\_ years from the date that the state funds are disbursed to the Grant Recipient.
2. All funds advanced hereunder are used for the purpose of defraying acquisition, closing, and rehabilitation costs on the Property.
3. The facility is maintained for indigent Tennessee adults (18 and over) as identified in the grant contract between the parties for this project,
4. Neither the Properties, nor any part thereof or interest therein, is sold, leased or otherwise transferred, conveyed or encumbered and no interest in the Grant Recipient is sold or otherwise transferred, conveyed or encumbered during the Affordability Period.
5. The Grant Recipient agrees to all terms and conditions set forth in this Grant Note, the Restrictive Covenants, and the Deed of Trust.

In the event of default hereunder, TDMHSAS shall, at any time, thereafter, be entitled, but not required, to immediately demand payment of all amounts due under this Grant Note as of the date of default. Amounts not paid upon demand shall bear interest at the maximum lawful rate from the date of demand until the date payment is received. Should efforts be made to collect this Grant Note, or any part of the indebtedness evidenced hereby, by law or through an attorney, Grant Recipient shall pay all reasonable attorneys’ fees, all court costs and all costs of collection upon demand. Any failure on the part of TDMHSAS to exercise its rights hereunder shall not, in any event, be considered a waiver of any such rights nor shall such failure preclude TDMHSAS from exercising such rights at any time. Grant Recipient hereby waives all rights of protest, notice of demand, protest and demand, notice of protest, presentment, demand, dishonor and non-payment.

GRANTEE

BY: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (signature)

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (printed name)

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

NOTARY PUBLIC

The individual appeared before me \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a Notary

Public for \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ County, State of Tennessee, on the \_\_\_\_\_\_ day of

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2024, and affixed his/her signature.

My commission expires on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

# Attachment I

## SAMPLE OF GRANT NOTE AND RESTRICTIVE COVENANT DOCUMENTS

**2 OF 2**

**SAMPLE RESTRICTIVE COVENANT**

Prepared by Tennessee Department of Mental Health and Substance Abuse Services

**RESTRICTIVE COVENANT**

**This Restrictive Covenant is made and entered into by and between the Tennessee Department of Mental Health and Substance Abuse Services (hereinafter referred to as “State”) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter referred to as “Grantee”).**

1. Grantee, for and in consideration of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ dollars ($\_\_\_\_\_\_) (hereinafter referred to as the “State Grant monies”) provided to Grantee for the purchase and/or renovation of real property located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter referred to as “the Property”), hereby grants the State of Tennessee an equitable interest in the property and covenants that the restrictions set forth below shall constitute a covenant running with the land benefitting and appurtenant to the real estate and any part thereof:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(address) and

 recorded in Book \_\_\_\_\_\_\_\_, Page \_\_\_\_\_\_\_\_, Register’s Office of

 \_\_\_\_\_\_\_\_\_ County, Tennessee

1. The State’s interest in the Property and the covenant running with the land shall be binding upon Grantee, its successors and assigns, for \_\_\_\_\_ years from the date of the closing or when State Grant monies are disbursed to the Grantee (Affordability Period).

Grantee covenants that the Property is maintained for Tennessee’s behavioral health clients who have a substance use or co-occurring disorder as identified in the grant contract between the parties for this project.

1. Grantee covenants that neither the State’s interest in the Property nor any part thereof or interest therein, shall be sold, leased, or otherwise transferred, conveyed or encumbered during the Affordability Period without written consent of the Commissioner of the Tennessee Department of Mental Health and Substance Abuse Services.
2. If Grantee fails to properly perform its obligations under this Restrictive Covenant, or if Grantee violates the covenants herein, the State shall have the right to immediately enter upon the above named Property and exercise all of its right, title and interest in the Property. Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Restrictive Covenant by Grantee.
3. Grantee agrees to be responsible for the accountability, maintenance, and management of the Property purchased or rehabilitated totally or in part with State Grant monies.
4. The validity, construction and interpretation of this Restrictive Covenant shall in all ways be governed and determined in accordance with the laws of the State of Tennessee.
5. Grantee shall file a copy of this Restrictive Covenant in the Office of the Register of Deeds in the county where the Property is located and assure a recorded copy is provided to the State.

**IN WITNESS WHEREOF, this Restrictive Covenant has been signed and executed by Grantee and the State on date below their respective signatures hereto:**

GRANTEE:

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

Signature Date

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

Printed Name

NOTARY PUBLIC

This individual appeared before me \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a Notary Public for \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ County, State of Tennessee, on the \_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2024, and affixed their signature.

My commission expires on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

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

Notary Public

STATE OF TENNESSEE

BY: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Attachment J**

***ATTESTATION FOR CONFIRMATION OF GOOD STANDING***

Provide a signed letter of attestation to confirm that the proposing entity is in good standing with TDMHSAS, the Tennessee Secretary of State, Internal Revenue Service, State of Tennessee Comptroller of the Treasury, and any other individual or agency who regulates or has a vested interest in the proposing entity. The letter of attestation must include the language specified below:

To the Tennessee Department of Mental Health and Substance Abuse Services, as an authorized representative of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(*legal name of proposing entity*), I hereby attest that I understand and acknowledge that this proposing entity is in good standing with TDMHSAS, the Tennessee Secretary of State, Internal Revenue Service, State of Tennessee Comptroller of the Treasury, and any other individual or agency who regulates or has a vested interest in the proposing entity.

I also affirm that, as referenced in the Announcement of Funding for the FY 2024 Substance Use Residential Treatment Facility Grant, I have been encouraged to review the TDMHSAS Grantee Manual, located on the Grants Management section on the website <https://www.tn.gov/behavioral-health/for-providers/grants-management.html> for additional information regarding other grant contract requirements.

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

Signature of Authorized Representative Date

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

Printed Name of Authorized Representative

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

Legal Name of Proposing Facility