

Board of Health

Tené Hamilton Franklin MS, Chair
Marie R. Griffin MD MPH, Vice-Chair
Calvin M. Smith III MD
Lloyda B. Williamson MD DFAPA FAACAP
Rebecca Anne Whitehead (Munn) MBA
Carol C. Ziegler APRN DNP NP-C APHN-BC
Morgan F. McDonald MD FACP FAAP

Regular meetings of the Board of Health are scheduled on the second Thursday of each month.

To sign up for meeting updates or access advance materials, visit: <https://www.nashville.gov/departments/health/boards/health-board>

AGENDA

SPECIAL CALLED BOARD OF HEALTH MEETING AND ANNUAL RETREAT

Lentz Public Health Center, Centennial Room

2500 Charlotte Avenue

Nashville, TN 37209

Friday, March 28, 2025, 8:30 a.m. - 1:30 p.m.

APPEAL OF DECISIONS FROM THE METROPOLITAN BOARD OF HEALTH

Pursuant to the provisions of § 2.68.030 of the Metropolitan Code of Laws, notice is hereby given that a contested case hearing before the Metropolitan Board of Health, acting as a Civil Service Commission, which affects the employment status of a civil service employee is appealable to the Chancery Court of Davidson County pursuant to the provisions of the Uniform Administrative Procedures Act. Any such appeal must be filed within sixty (60) days after the entry of the Board's final order in the matter. A common law writ of certiorari is the appropriate appeal process of any decision of the Metropolitan Board of Health that does not involve a contested case hearing affecting the employment status of a civil service employee. This appeal must be filed within sixty (60) days of the action taken by the Board. You are advised to seek your own independent legal counsel to ensure that your appeal is filed in a timely manner and that all procedural requirements are met.

SPECIAL CALLED BOARD OF HEALTH MEETING AGENDA

1. Public Comment on Agenda Items Franklin
Note: Pursuant to T. C. A. § 8-44-12, time is reserved at the beginning of Board of Health meetings for public comment that is germane to items on the agenda. Up to five people will be allowed up to two minutes each to speak. Speakers must register within one half hour prior to the beginning of the meeting by signing their name on a physical sign-up sheet available at the entrance.
2. Declarations of Conflicts/Recusals or Communiques from the Public on Agenda Items Franklin
3. Community Voices Franklin
Speakers must register within one half hour prior to the beginning of the meeting by signing their name on a physical sign-up sheet available at the entrance.
4. Approval of February 13, 2025, Regular Meeting Minutes Franklin
5. Approval of February 20, 2025, Special Called Meeting Minutes Franklin
6. Approval of Grant Applications Diamond
7. Approval of Grants and Contracts Diamond
8. Adjournment Franklin

CIVIL SERVICE BOARD

1. Request to Schedule Public Hearing Regarding Adding IT Pay Grades to the Pay Plan..... Diamond
2. Adjournment Franklin

BOARD OF HEALTH RETREAT AGENDA

1. Ice Breaker Franklin
2. MPHD Budget Areola/Diamond
3. Proposed Department Reorganization for Efficiency and Impact Areola
4. The Role of Behavioral Health in MPHD Areola/Melville-Chester
5. Board of Health Process for Developing Goals for the Director of Health Franklin
6. Our Role as the Board of Health Franklin
7. Closing and Adjournment Franklin

Metropolitan Board of Health of Nashville and Davidson County February 13, 2025, Regular Meeting Minutes

The regular meeting of the Metropolitan Board of Health of Nashville and Davidson County was called to order by Chair Tené Franklin at 4:03 p.m. in the Lentz Public Health Center Board Room, 2500 Charlotte Avenue, Nashville, TN 37209.

Present

Tené H. Franklin, MS, Chair
Marie Griffin, MD, Vice-Chair
Calvin M. Smith III, MD, Member
Lloyda Williamson, MD, Member
Carol Ziegler, DNP, Member
Rebecca Whitehead, MBA, Member
Morgan McDonald, MD, Member
Sanmi Areola, Ph.D., Director of Health
Joanna Shaw-KaiKai, MD, Medical Services Director
Melva Black, EdD, Deputy Director
Jim Diamond, MBA, Finance and Administration Bureau Director
Aaron Shelton, MBA, Human Resources Manager
Kebera Leach, MPH, Chief Health Strategist
Ann Melville-Chester PhD, Behavioral Health and Wellness Program Director
Derrick Smith, JD, Metropolitan Department of Law

BOARD OF HEALTH

Chair Franklin welcomed Dr. Areola to the department.

Public Comment Period

There were no requests to comment.

Declarations of Conflicts/Recusals or Communiques from the Public on Agenda Items

Chair Franklin asked that Board members who may have declarations of conflict or recusal, or who had had communiques from the public on agenda items, to state such. There were none.

Approval of January 9, 2025, Meeting Minutes

Dr. Ziegler made a motion to approve the January 9, 2025, meeting minutes as distributed. Dr. Smith seconded the motion, which passed unanimously.

Employee/Team Recognition

Dr. Areola stated that this would resume next month.
Chair Franklin recognized Dr. Shaw-KaiKai and Dr. Black for their leadership during the interim.

Presentation – Strategic Plan Update

Ms. Leach gave a Strategic Plan presentation. A copy of her presentation and the levers document for the 2022-2025 Strategic Plan will be sent to the board members after the meeting. (Attachment I). Dr. Areola stated that a focus of his for the department is to build strong relationships with the community and will be seeking input from the board.

State of Public Health

Dr. Areola reported that Public Health has always had to navigate the political landscape so that is not new. Things are changing rapidly. He will be monitoring the developments and be prepared to respond as things evolve at the federal level.

Approval of Grant Applications

There were no grant applications.

Approval of Grants and Contracts

Mr. Diamond presented 9 items.

1. **Grant Donation from the Nuehoff Foundation – Metro Animal Care and Control**
Term: NA
Amount: \$10,000
2. **Grant, funded by TennCare, from the Tennessee Department of Health – School Based Oral Disease Prevention**
Term: July 1, 2024 – June 30, 2026
Amount: \$1,840,200
3. **Grant from the Health Resources and Services Administration – Ryan White Part A**
Term: March 1, 2025 – February 28, 2026
Amount: \$857,721
4. **Grant – Community Safety Fund Grant – Nashville Anti-Human Trafficking Coalition**
Term: Execution + 1 year
Amount: \$110,000
5. **Grant – Community Safety Fund Grant – Rocketown of Middle Tennessee**
Term: Execution + 1 year
Amount: \$113,000
6. **Grant – Community Safety Fund Grant – The Contributor**
Term: Execution + 1 year
Amount: \$137,000
7. **Grant – Community Safety Fund Grant – Youth Encouragement Services**
Term: Execution + 1 year
Amount: \$80,000
8. **Grant – Community Safety Fund Grant – You Have the Power...Know How to Use it**
Term: Execution + 1 year
Amount: \$25,000
9. **Grant from the Tennessee Department of Health – Public Safety Partnerships in High Impact Areas Grant Amendment - Epidemiology**
Term: September 1, 2024 – August 31, 2025
Amount: - \$90,600 (new total \$144,800)

Dr. Smith made a motion to approve items 1-9. Ms. Whitehead seconded the motion, which passed unanimously.

Dr. Griffin asked for more information regarding the Community Safety Fund i.e., what was the funding amount, percentage of applicants, and timeframe. Dr. Melville-Chester approached the podium and stated that the funding amount was under two million to disperse, 14 applicants submitted applications for funds and 8 will receive, and it is a one-year contract.

Ms. Whitehead asked if the board could receive data from the organizations that received funding. Dr. Smith stated that the board had previously heard from programs i.e., Ryan White, Dental, etc. on the outcomes and details and it might be time to review this again. Dr. Ziegler suggested a data dashboard to be done. After discussion, Chair Franklin asked that data dashboard be added to the Board Requests as a placeholder for the retreat and for Dr. Areola to decide on what to do in future.

Report of Director

Dr. Areola referred to the update provided in the Board packet (Attachment II) and highlighted several items therein. Dr. Areola asked the board to let him know what they would like to hear about so that a schedule can be made for the remainder of the year. He has done several media interviews and more scheduled.

Report of Chair

Chair Franklin reported that she had met with Dr. Areola, Dr. Black, and Dr. Shaw-KaiKai and all is going well as they are supporting him in re-onboarding and sharing historical information from their perspectives.

Chair Franklin acknowledged the Behavioral Health staff and their work in the Antioch High School since the shooting occurred.

Chair Franklin reported that she will be attending NALBOH Leadership Meeting later this month. Dr. Areola will be representing the department at the Big Cities Health Coalition meeting at same time. The meetings will be held in Washington, DC. The two of them will give a report at the retreat.

Dr. Melville-Chester approached the podium and stated that the yearly Music City Behavioral Health and Wellness Summit is scheduled for April 8-9. The theme will be Fostering Resiliency, Building Safety, and Empowering Communities for Wellness.

Board Retreat Discussion

Chair Franklin stated that the retreat will be held on Friday, March 28th from 8:30 a.m. to 1:30 p.m. at Lentz in the Centennial meeting rooms. Chair Franklin stated that she and Dr. Areola are trying to work it out where this is the only meeting in the month of March. If business needs to be conducted at the retreat, Dr. Areola will make that call and the agenda for the retreat will reflect that a meeting will be held as well. Please email ideas/requests for the retreat to Dr. Areola and Rhonda.

Chair Franklin asked members for suggestions for retreat items. Suggested items are as follows:

- Annual update to Mayor O'Connell.
- Accreditation cycle.
- Strategic Plan update.
- Diversification of finance dreams and goals.
- Forecasting population needs.
- Risk assessment of federal funding – what is at risk, what is 100% federally funded, etc.

Public Comment Period (Community Voices)

There were no requests to comment.

Dr. McDonald gave a KUDOS to the TB Clinic for their great customer service last week when she called about a patient.

New Business

Review of Board Requests of the Department

- Regular updates on the proposed new Woodbine Clinic.
- Report to Board any MACC staff interactions with public where safety is concerned.
- Provide status of MPHD's financial health update to the Board on a quarterly basis.
- Provide a budget presentation at the yearly retreat including anticipated funding cuts.
- Placeholder for a data dashboard to be done at the retreat and for Dr. Areola to review.

Adjournment

Dr. Griffin made a motion to adjourn the regular meeting. Dr. Williamson seconded the motion, which passed unanimously. The regular meeting adjourned at 5:36 p.m.

CIVIL SERVICE BOARD

Public Hearing Regarding Veterinarian Pay Grade Adjustment

Mr. Shelton asked for the Board to consider changing the pay grade adjustment for the Veterinarian position. A special called meeting will be scheduled for Thursday, February 20 for the board to vote on the pay grade adjustment.

Personnel Changes

Mr. Shelton referred to the January 2025 Personnel Changes.

Adjournment

Chair Franklin adjourned the Civil Service Board meeting at 5:45 p.m.

Tené H. Franklin
Chair

**Metropolitan Board of Health of Nashville and Davidson County
February 20, 2025, Special Called Meeting Minutes**

The special called meeting of the Metropolitan Board of Health of Nashville and Davidson County was called to order by Chair Tené Franklin at 12:42 p.m. in the Lentz Public Health Center Board Room, 2500 Charlotte Avenue, Nashville, TN 37209.

Present

Tené H. Franklin, MS, Chair
Marie Griffin, MD, Vice-Chair
Calvin M. Smith III, MD, Member
Lloyda Williamson, MD, Member
Carol Ziegler, DNP, Member
Morgan McDonald, MD, Member
Sanmi Areola, Ph.D., Director of Health
Melva Black, EdD, Deputy Director
Jim Diamond, MBA, Finance and Administration Bureau Director
John Finke, PE, Environmental Health Bureau Director
Aaron Shelton, MBA, Human Resources Manager
Derrick Smith, JD, Metropolitan Department of Law

CIVIL SERVICE BOARD

Chair Franklin called the Civil Service Board meeting to order at 12:43 p.m. At the last meeting, Mr. Shelton asked the Board to consider changing the pay grade adjustment for the Veterinarian position from OR10 to OR12.

Dr. Smith made a motion to approve the Veterinarian pay grade adjustment. Dr. Williamson seconded the motion, which passed unanimously.

Adjournment

Chair Franklin adjourned the Civil Service Board meeting at 12:44 p.m.

BOARD OF HEALTH

Public Comment Period

There were no requests to comment.

Approval of Grant Application

Mr. Diamond presented one grant application.

1. Application to the Environmental Protection Agency – Air 103

Term: April 1, 2025 – March 31, 2027
Amount: \$273,228

Dr. Smith made a motion to approve the grant application as presented. Dr. Ziegler seconded the motion, which passed unanimously.

Adjournment

Dr. Williamson made a motion to adjourn the regular meeting. Dr. Ziegler seconded the motion, which passed unanimously. The regular meeting adjourned at 12:48 p.m.

SUMMARY OF APPLICATIONS FOR BOARD APPROVAL

To: Board of Health
From: Jim Diamond
Date: March 28, 2025
Re: Summary of applications presented for Board approval

There were no applications this month.

SUMMARY OF GRANTS & CONTRACTS FOR BOARD APPROVAL

To: Board of Health
From: Jim Diamond
Date: March 28, 2025
Re: Summary of grants & contracts presented for Board approval

1. Tobacco Use Prevention and Control Services grant

This grant from the Tennessee Department of Health seeks to improve the health of the citizens of Davidson County by preventing and controlling the use of tobacco using various techniques to prevent the initiation of and promote quitting tobacco use and eliminate exposure to secondhand smoke.

Program Manager statement: The CDC funds allow the Tobacco Prevention Program to improve the health of Davidson County residents by offering essential tobacco cessation and prevention services. Through partnerships with organizations like MDHA and Urban Housing Solutions, Mending Hearts, Renewal House, and MNPS; we're able to provide cessation services, resources, and prevention education. With our partnership with MDHA and other multi-unit housing communities, we offer cessation and address the dangers of second and thirdhand smoke. Our efforts have reached over 300 women in substance misuse treatment centers and educated more than 700 students in the MNPS school district about the risks of vaping using the CDC's Know the Risk presentation.

Term: April 1, 2025 – March 31, 2027
Amount: \$133,000
Program Manager: Danielle Duke
Bureau: Fonda Harris

2. Vital Records contract

This is a contract with the Tennessee Department of Health to allow access to the Vital Records Information Systems Management for the purpose of issuing birth and death certificates.

Program Manager statement: There were 32,927 death certificates issued last year. There were 14,501 birth certificates issued last year.

Term: April 1, 2025 – March 31, 2030
Amount: NA
Program Manager: Tonya Hatten
Bureau: Jim Diamond

3. Friends of MACC grant

A donation from the Friends of MACC to support the lifesaving programs at Metro Animal Care & Control. The donation shall be split the following way: 1) Emergency Medical \$12,500, 2) Safety Net \$4,000 and 3) Foster \$3,750.

Program Manager statement: Broken down by program...

SafetyNet – This program uses the Friends of MACC donations to provide community assistance to keep pets in homes with their family. This program accomplishes this by providing vet bill assistance, operating a Pet Pantry, behavioral training resources, and pet deposit assistance.

Foster Program – The foster program is an arm of the MACC adoption program. Animals that need a quieter and more relaxed atmosphere than the shelter are placed into foster. Many animals are placed in foster for showing signs of stress and need behavioral training. Friends of MACC has allocated a donation fund for that. They also allocate some funding for the foster kitten program. Kitten season is extremely busy, and the supplies for this program are quite costly.

Emergency Medical Fund – This fund is used for any animal that comes into MACCs care that needs to be seen after hours at an emergency clinic or requires care that the MACC medical team is not able to provide with our resources.

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| Term: | NA |
| Amount: | \$20,250 |
| Program Manager: | Ashley Harrington |
| Bureau: | John Finke |

4. Tennessee Breast and Cervical Screening grant

This grant from TDH is to improve health equity by increasing access to needed services including wellness exams, screenings, follow-ups, and referrals by providing Client/Patient navigation services that help clients overcome barriers and improve health literacy.

Program Manager statement: The mission of the Tennessee Breast & Cervical Cancer Screening Program is to prevent unnecessary disease, disability, and premature death due to cancer of the breast and/or cervix. We work towards this goal by providing free breast and cervical cancer screening and diagnostics to eligible individuals through our enrollment sites and tracking patient data to ensure timely follow-up and treatment. TBCSP targets populations with lower screening rates: historically disadvantaged racial and ethnic groups, individuals with low incomes, and the uninsured. Additionally, our activities include participation in community outreach and education events, referral coordination, patient navigation, and enrollment in Presumptive Eligibility for TennCare for those diagnosed with breast or cervical cancer.

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| Term: | July 1, 2025 – June 30, 2026 |
| Amount: | \$333,100 |
| Program Manager: | Emily Davis |
| Bureau: | Laura Varnier |

5. Community Health Access & Navigation in Tennessee grant

A grant from the Tennessee Department of Health to provide comprehensive Care Coordination services to eligible families and children. The potential recipients will be pregnant and postpartum adolescents and women; all children less than 5 years of age; TennCare kids eligible (up to 21 years old); and children and youth with special health care needs (up to 21 years old).

Program Manager statement: CHANT provides client centered care coordination for Davidson County residents with medical and social service needs. Eligible clients with chronic illness on the CSS pathway receive financial assistance for surgeries, hospitalizations, medications, durable medical equipment, outpatient clinic visits, and specialty food and formula.

As of March 17, 2025, Davidson County has 692 enrolled participants. Four hundred four (404) are CSS clients with chronic illnesses receiving funds to assist with medical care. CSS clients spent a total of \$25,155.37 for the week of 03/10/2025-03/14/2025. Q2 shows an average of 30 CSS application approvals per month, 109 face-to-face home visits, 48 attempted home visits, 1,301 phone contacts and 834 attempted phone contacts.

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| Term: | July 1, 2025 – June 30, 2026 |
| Amount: | \$2,041,200 |
| Program Manager: | Nakishua King |
| Bureau: | Fonda Harris |

6. Water Walkers grant

This is a Community Safety Fund grant to enhance current programming and introduce services at a new facility to support the target community.

Program Manager statement: This grant contract in partnership between the Metropolitan Government of Nashville and Davidson County and Water Walkers aims to build confidence and community among underserved youth ages 6-18 who have limited exposure to the world beyond the boundaries of their urban neighborhood helping them realize their potential and understand the importance of their choices. Funding will be used to expand services with the goal of doubling the number of children currently served across south Nashville from 80 – 160 youth. This will be achieved by expanding services to an additional facility at Watson Grove Baptist Church directly across from Edgehill Homes and Edmondson Park. The new location will facilitate outreach to five (5) new schools; Eakin Elementary, Napier Elementary, West End Middle School, and one high school and one middle school serving JC Napier Homes. Funding will be used to staff new locations and includes a program coordinator, two (2) bus drivers, and seven to ten (7-10) new leadership employees to manage programming in the new facility. These leadership employees are teenagers who live in the neighborhood and graduated from the program. Programming will include weekly delivery of groceries and hygiene products to youth and families, personalized reading and math tutoring, financial literacy, outdoor experiences including fifty (50) trips to natural spaces, employment for youth leaders, and weekly group and one-on-one therapy provided by Mental Health Coop. Success will be measured by the number of new students who increase their reading level by one full grade within sixteen (16) weeks, the number of youth leaders employed, and the number of participants in mental health counseling.

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| Term: | execution +1yr |
| Amount: | \$73,000 |
| Program Manager: | Anidolee Melville-Chester |
| Bureau: | Fonda Harris |

7. Trading Partner Agreement contract

An agreement with Tennessee Department of Health that outlines the roles and responsibilities of the parties as they pertain to the connection between the organization's electronic health record and the TennIIS registry.

Program Manager statement: TennIIS is a statewide immunization information system (IIS) managed by the Tennessee Department of Health. TennIIS is a free, secure, HIPAA compliant online registry of vaccinations received by Tennessee residents. TennIIS can be utilized by healthcare providers, pharmacists, schools, and childcare administration to access and update vaccination records. Through TennIIS, authorized users can access the Immunization Certificate Validation Tool (ICVT) to print validated Official Immunization Certificates for children in Tennessee. This contract includes electronic data exchange from the MPHD electronic health record with TennIIS, bidirectionally, allowing historical vaccines to be pulled into the patient's medical record and vaccines provided in clinic to be uploaded into the TennIIS database.

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| Term: | execution +1yr |
| Amount: | NA |
| Program Manager: | Laura Varnier |
| Bureau: | Laura Varnier |


8. Childcare Immunization Audits contract amendment

The Tennessee Department of Human Services is contracting with MPHD to audit the immunization records of childcare attendees in each childcare facility in Davidson County.

Amendment #1 adds additional funds, extends the contract one year, and updates term E.2. Communications and Contacts.

Program Manager statement: VPD is contracted by DHS to audit licensed childcare facilities within NDR for compliance with childhood immunization requirements per state law. Audits should be completed within 8 weeks of written request and sent back to the requestor within 10 days of completion. The goal is to clear each facility with at least 95% compliance.

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| Term: | October 1, 2024 – September 30, 2025 |
| Amount: | \$152,000 (new total \$304,000) |
| Program Manager: | Angelina Hooper |
| Bureau: | Rachel Franklin |

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|---|--------------|--|--------------------------|---|------------------------------------|
|  GOVERNMENTAL GRANT CONTRACT (cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities) | | | | | |
| Begin Date April 1, 2025 | | End Date March 31, 2027 | | Agency Tracking # 34360-46225 | |
| Grantee Legal Entity Name Metropolitan Government of Nashville and Davidson County | | | | | Edison ID 0000000004 |
| Subrecipient or Recipient | | Assistance Listing Number 93.387 | | | |
| <input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Recipient | | Grantee's fiscal year end June 30 | | | |
| Service Caption (one line only) Tobacco Use Prevention and Control Services | | | | | |
| Funding — | | | | | |
| FY | State | Federal | Interdepartmental | Other | TOTAL Grant Contract Amount |
| 2025 | | \$16,500.00 | | | \$16,500.00 |
| 2026 | | \$66,500.00 | | | \$66,500.00 |
| 2027 | | \$50,000.00 | | | \$50,000.00 |
| | | | | | |
| | | | | | |
| TOTAL: | | \$133,000.00 | | | \$133,000.00 |
| Grantee Selection Process Summary | | | | | |
| <input type="checkbox"/> Competitive Selection | | | | | |
| <input checked="" type="checkbox"/> Non-competitive Selection | | | | | |
| Funding is provided to each Metro Health Department to pay for a position and provide the services outlined in this contract for Tobacco Use Prevention and Control Services | | | | | |
| Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations. | | | | CPO USE - GG | |
| <i>Eric Bucholz</i> | | | | | |
| Speed Chart (optional) HL00006866 | | Account Code (optional) 71301000 | | | |

**GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF HEALTH
AND
METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY**

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Health, hereinafter referred to as the "State" or the "Grantor State Agency" and Metropolitan Government of Nashville and Davidson County, hereinafter referred to as the "Grantee," is for the provision of Tobacco Use Prevention and Control Services, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 0000000004

A. SCOPE OF SERVICES AND DELIVERABLES:

A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.

A.2. Service Definitions.

- a. Accrual is a charge for work that has been done but not yet invoiced, for which provision is made at the end of a financial period
- b. Evidence-Based Interventions are interventions that use science-based methods to improve health and prevent disease
- c. Nicotine Free Teams (NFT) is a program that raises awareness about the harms caused by nicotine products and prevents youth initiation of nicotine products. NFT allows middle and high school teams and clubs to pledge to be nicotine-free, and by doing so they receive an incentive chosen by the state related to the team or club.
- d. SMARTIE means Specific, Measurable, Attainable, Realistic, Timely, Inclusive, Equitable. SMARTIE objectives are:
 - *Specific* and focus on a goal of the program and can be based on partner input.
 - *Measurable* and should include a standard or benchmark to assess progress.
 - *Achievable* and attainable based on the program's capacity.
 - *Realistic* and relevant based on the program's plan.
 - *Timebound* and should include a clear deadline.
 - *Inclusive*, bringing in traditionally excluded individuals and groups into processes, activities, decisions, and policy making.
 - *Equitable*, meaning objectives include an element of fairness to address systemic inequities.
- e. Smokefree Tennessee is Tennessee's official nicotine prevention coalition, bringing together experts in policy, community engagement, and evidence-based practices with the goal of creating a healthier place for all Tennesseans.
- f. TNSTRONG (Tennessee Stop Tobacco and Revolutionize Our New Generation) is a youth-led, statewide movement committed to raising awareness of the dangers of tobacco and fighting against the tobacco industry's influence on Tennessee youth
- g. TNSTRONG Youth Summit is an annual three-day conference where attendees will have the opportunity to hear from leading tobacco prevention experts as well as network with like-minded peers from across the state. The goal for is event is for attendees to depart feeling fueled and equipped to reach peers and adults in the continuing effort to protect people from the harmful effects of tobacco use.
- h. TUPCP means Tobacco Use Prevention and Control Program.

- A.3. Service Goals. To improve the health of the citizens of Davidson County by preventing and controlling the use of tobacco.
- A.4. Service Recipients. Individuals who live in or visit Davidson County.
- A.5. Service Description. The Grantee shall:
- a. Provide and maintain appropriate staff to serve as the Coordinator/Health Educator for the purpose of planning, administering, and monitoring county, regional and/or local tobacco prevention from April 1, 2025 through March 31, 2027.
 - b. Develop a comprehensive Annual Work Plan of SMARTIE (Specific, Measurable, Attainable, Realistic, Timely, Inclusive, Equitable) objectives for the TUPCP goals and submit no later than July 1, 2025, and July 1, 2026, respectively.
 - c. Implement evidence-based interventions to prevent the initiation of tobacco and emerging nicotine products among youth and young adults. Curriculum and materials used for interventions to be approved by the State.
 - d. Engage youth coalitions and/or other youth-serving organizations to identify youth to participate in TNSTRONG activities, including the TNSTRONG Ambassador Program.
 - e. Recruit at least five (5) youth (at minimum) to attend the annual TNSTRONG Youth Summit.
 - f. Recruit at least five (5) teams annually to take the Nicotine Free Teams pledge.
 - g. Engage coordinated school health staff within the school system, TNSTRONG Ambassadors, and other youth-serving organizations working to create comprehensive tobacco policies in K-12 schools.
 - h. Attend at least three (3) out of four (4) quarterly Smokefree Tennessee Coalition meetings in person or virtually, and three (3) out of four (4) quarterly webinars hosted by Smokefree Tennessee.
 - i. Promote quarterly webinars and communication including press releases, fliers, and other printed materials from Smokefree Tennessee to tobacco control partners via social media and/or email.
 - j. Partner with community organizations/coalitions to plan, provide and/or participate in related tobacco-related initiatives, including marketing campaigns (e.g. local media coverage, social media). Campaigns and initiatives may include, but are not limited to, supporting the Great American Smoke Out, National Take Down Tobacco Day, World No Tobacco Day, Tennessee Tobacco Quit Week, TNSTRONG youth events and No Vape November, and Tips from Former Smokers.
 - k. At a minimum, one (1) staff member will attend and actively participate in one (1) monthly Behavioral Health Workgroup. Staff can choose from the following workgroups: Education, Policy, and/or Health Systems Change.
 - l. Using the targeted institution policy 1-pagers developed by the State, identify at minimum one (1) behavioral healthcare facility (annually) to implement screening, treatment, and tobacco-free campus policies.
 - m. Establish, maintain or support county, regional, and local health councils' interventions aimed at achieving the goals of the TUPCP.

- n. Provide information on the current county tobacco cessation services available to Tennesseans, and policies on restricting the use of tobacco products through voluntary smoke-free spaces quarterly, and as requested, to the TUPCP survey site.
- o. Participate in monthly meetings, training, teleconferences and/or conferences as requested by the Department of Health. The Grantee's TUPCP Coordinators/Health Educators must attend the above-referenced meetings, trainings, teleconferences and/or conferences for the purposes of sharing and receiving information and direction/guidance from the State.
- p. Participate in and attend mandatory site visits (in-person or virtual) at Local Health Department organized by the TUPCP. The TUPCP Coordinators and Health Educators must attend these meetings for the purpose of program updates, networking, sharing of information, and receiving presentations by speakers on "Best Practices" or the latest tobacco control techniques.
- q. Document, evaluate and monitor the effectiveness of the county tobacco program in achieving the TUPCP goals, including outcomes such as policy changes, changes in social norms, and individual and community participation in local and statewide efforts on monthly and quarterly reports.
- r. Comply with all applicable requirements associated with this grant, including but not limited to the CDC General Terms and Conditions for Non-research Awards of Notice and Funding Opportunity entitled National and State Tobacco Control Program.

A.6. Service Reporting. Quarterly reports are due in a format provided by the State with the following schedule.

- a. Monthly reports are due in a format provided by the State by the first Monday of the following month.
- b. Quarterly reports are due in a format provided by the State with the following schedule.
- c. The Grantee shall provide Accrual data to the Program Director no later than June 15 annually in a format provided by the State.

| Period Covered | Reports Due |
|-------------------------------------|------------------|
| April 1, 2025 - June 30, 2025 | July 15, 2025 |
| July 1, 2025 - September 30, 2025 | October 15, 2025 |
| October 1, 2025 - December 31, 2025 | January 15, 2026 |
| January 1, 2026 - March 31, 2026 | April 15, 2026 |
| April 1, 2026 - June 30, 2026 | July 15, 2026 |
| July 1, 2026 - September 30, 2026 | October 15, 2026 |
| October 1, 2026 - December 31, 2026 | January 15, 2027 |
| January 1, 2027 - March 31, 2027 | March 31, 2027 |

- A.7. Incorporation of Federal Award Identification Worksheet. The federal award identification worksheet, which appears as **Attachment 1**, is incorporated in this Grant Contract.
- A.8. In the event that the Grantee is subject to an audit in accordance with Section D.19. hereunder, the Grantee shall log in to their account on the Edison Supplier Portal to complete the Information for Audit Purposes (IAP) and End of Fiscal Year (EOFY) eForms.
- A.9. No funds awarded under this Grant Contract shall be used for lobbying federal, state, or local officials.

B. TERM OF CONTRACT:

- B.1. This Grant Contract shall be effective for the period beginning on April 1, 2025 ("Effective Date") and ending on March 31, 2027, ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.
- B.2. Term Extension. It is understood and agreed that the State may extend the Term an additional period of time, not to exceed one hundred-eighty (180) days beyond the expiration date of this Grant Contract, under the same terms and conditions. In no event, however, shall the maximum Term, including all extensions or renewals, exceed a total of sixty (60) months.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed One Hundred Thirty-Three Thousand Dollars (\$133,000.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as **Attachment 2** is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.
- C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.
- C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices (**Attachment 3**) 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:

Megan Sills
 Tennessee Department of Health
 Division of Family Health and Wellness
 Andrew Johnson Tower, 7th Floor
 710 James Robertson Parkway
 Nashville, TN 37243
Megan.Sills@tn.gov
 Telephone # (615) 354-3596

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
- (1) Invoice/Reference Number (assigned by the Grantee).
 - (2) Invoice Date.
 - (3) Invoice Period (to which the reimbursement request is applicable).
 - (4) Grant Contract Number (assigned by the State).
 - (5) Grantor: Department of Health, Family Health and Wellness.
 - (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.
- (4) An invoice under this Grant Contract shall be presented to the State within thirty (30) days after the end of the calendar month in which the subject costs were incurred or services were rendered by the Grantee. An invoice submitted more than thirty (30) days after such date will NOT be paid. The State will not deem such Grantee costs to be allowable and reimbursable by the State unless, at the sole discretion of the State, the failure to submit a timely invoice is warranted. The Grantee shall submit a special, written request for reimbursement with any such untimely invoice. The request must detail the reason the invoice is untimely as well as the Grantee's plan for submitting future invoices as required, and it must be signed by a Grantee agent that would be authorized to sign this Grant Contract.

C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may move up to twenty percent (20%) of a line-item amount to another line item category provided that any increase is off-set by an equal reduction of other line-item amount(s) and the total Grant Contract amount detailed by the Grant Budget does not increase. An increase of any line item funded at zero dollars (\$0.00) shall require prior approval of the Grantor State Agency.

C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit a grant disbursement reconciliation report within thirty (30) days following the end of each quarter and a final invoice and final grant disbursement reconciliation report within forty-five (45) days of the Grant Contract end date and in form and substance acceptable to the State (**Attachment 4**).

- a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.
- b. The State shall not be responsible for the payment of any invoice submitted to the State after the grant disbursement reconciliation report. The State will not deem any Grantee

costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.

- c. The Grantee's failure to provide a final grant disbursement reconciliation report to the State as required by this Grant Contract shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the State pursuant to this Grant Contract.
 - d. The Grantee must close out its accounting records at the end of the Term in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.
- C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Central Procurement Office Policy Statement 2013-007 or any amendments or revisions made to this policy statement during the Term.
- C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.
- C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.
- C.12. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.
- C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.
- a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").
 - b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.
- D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate this Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.
- D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.
- D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.
- D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a

Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

- c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352.

- D.8. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective party as set out below:

The State:

Megan Sills
Tennessee Department of Health
Division of Family Health and Wellness
Andrew Johnson Tower, 7th Floor
710 James Robertson Parkway
Nashville, TN 37243
Megan.Sills@tn.gov
Telephone # 615-354-3596

The Grantee:

Samni Areola, Director of Health
Metropolitan Government of Nashville and Davidson County
2500 Charlotte Avenue
Nashville, TN 37209-4129
Samni.Areola@nashville.gov
Telephone # 615-340-5622

A change to the above contact information requires written notice to the person designated by the other party to receive notice.

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

- D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

- D.10. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.11. HIPAA Compliance. As applicable, the State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.
- a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.
 - b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.
 - c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.
- D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:
- NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454.
- The sign shall be on the form prescribed by the Comptroller of the Treasury. The Grantor State Agency shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from the Grantee, provide Grantee with any necessary signs.
- D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.
- D.14. Licensure. The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.

- D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

The records shall be maintained in accordance with Governmental Accounting Standards Board (GASB) Accounting Standards or the Financial Accounting Standards Board (FASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.

In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

Grant expenditures shall be made in accordance with local government purchasing policies and procedures and purchasing procedures for local governments authorized under state law.

The Grantee shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.

The Grantee shall establish a system of internal controls that utilize the COSO Internal Control - Integrated Framework model as the basic foundation for the internal control system. The Grantee shall incorporate any additional Comptroller of the Treasury directives into its internal control system.

Any other required records or reports which are not contemplated in the above standards shall follow the format designated by the head of the Grantor State Agency, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.

- D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an **Attachment 5** to the Grant Contract.
- D.19. Audit Report. The Grantee shall be audited in accordance with applicable Tennessee law.

At least ninety (90) days before the end of its fiscal year, the Grantee shall complete the Information for Audit Purposes ("IAP") form online (accessible through the Edison Supplier portal) to notify the State whether or not Grantee is subject to an audit. The Grantee should submit only one, completed form online during the Grantee's fiscal year. Immediately after the fiscal year has

ended, the Grantee shall fill out the End of Fiscal Year ("EOFY") (accessible through the Edison Supplier portal).

When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public.

- D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, or contracted services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision and for use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.317—200.327 when procuring property and services under a federal award.

The Grantee shall obtain prior approval from the State before purchasing any equipment under this Grant Contract.

For purposes of this Grant Contract, the term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds ten thousand dollars (\$10,000.00).

- D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.
- D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- D.23. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State's total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.
- D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant

Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.

- D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.
- D.26. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.
- D.27. No Acquisition of Equipment or Motor Vehicles. This Grant Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under this Grant Contract.
- D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl
- D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.
- D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.
- D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.
- D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under

penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.

D.34. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:

- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
- b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
- c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
- d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Grantee shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified, or presently fall under any of the prohibitions of sections a-d.

D.35. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Grantee by the State or acquired by the Grantee on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Grantee due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Grantee shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

The obligations set forth in this Section shall survive the termination of this Grant Contract.

D.36. State Sponsored Insurance Plan Enrollment. The Grantee warrants that it will not enroll or permit its employees, officials, or employees of contractors to enroll or participate in a state sponsored health insurance plan through their employment, official, or contractual relationship with Grantee unless Grantee first demonstrates to the satisfaction of the Department of Finance and Administration that it and any contract entity satisfies the definition of a governmental or quasigovernmental entity as defined by federal law applicable to ERISA.

E. SPECIAL TERMS AND CONDITIONS:

E.1. 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. Printing Authorization. The Grantee agrees that no publication coming within the jurisdiction of Tenn. Code Ann. § 12-7-101, *et seq.*, shall be printed pursuant to this Grant Contract unless a

printing authorization number has been obtained and affixed as required by Tenn. Code Ann. § 12-7-103(d).

- E.3. Work Papers Subject to Review. The Grantee shall make all audit, accounting, or financial analysis work papers, notes, and other documents available for review by the Comptroller of the Treasury or his representatives, upon request, during normal working hours either while the analysis is in progress or subsequent to the completion of this Grant Contract.
- E.4. 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.5. Federal Funding Accountability and Transparency Act (FFATA).

This Grant Contract requires the Grantee to provide supplies or services that are funded in whole or in part by federal funds that are subject to FFATA. The Grantee is responsible for ensuring that all applicable FFATA requirements, including but not limited to those below, are met and that the Grantee provides information to the State as required.

The Grantee shall comply with the following:

a. Reporting of Total Compensation of the Grantee’s Executives.

- (1) The Grantee shall report the names and total compensation of each of its five most highly compensated executives for the Grantee’s preceding completed fiscal year, if in the Grantee’s preceding fiscal year it received:
 - i. 80 percent or more of the Grantee’s annual gross revenues from Federal procurement contracts and federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and sub awards); and
 - ii. \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act (and sub awards); and
 - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. § 78m(a), 78o(d)) or § 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>).

As defined in 2 C.F.R. § 170.315, “Executive” means officers, managing partners, or any other employees in management positions.

- (2) Total compensation means the cash and noncash dollar value earned by the executive during the Grantee’s preceding fiscal year and includes the following (for more information see 17 CFR § 229.402(c)(2)):
 - i. Salary and bonus.
 - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

- iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
 - v. Above-market earnings on deferred compensation which is not tax qualified.
 - vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.
- b. The Grantee must report executive total compensation described above to the State by the end of the month during which this Grant Contract is established.
 - c. If this Grant Contract is amended to extend its term, the Grantee must submit an executive total compensation report to the State by the end of the month in which the amendment to this Grant Contract becomes effective.
 - d. The Grantee will obtain a Unique Entity Identifier (SAM) and maintain its number for the term of this Grant Contract. More information about obtaining a Unique Entity Identifier can be found at: <https://www.gsa.gov>.

The Grantee's failure to comply with the above requirements is a material breach of this Grant Contract for which the State may terminate this Grant Contract for cause. The State will not be obligated to pay any outstanding invoice received from the Grantee unless and until the Grantee is in full compliance with the above requirements.

- E.6. Healthy Eating Requirements. Grant recipients who purchase or serve snacks or meals in conjunction with their performance under this Grant Contract shall provide only healthy foods. No high sugar beverage shall be served at any time. Fruits and vegetables shall be given preference in menu selections.
- E.7. Assistance Listing Number. When applicable, the Grantee shall inform its licensed independent public accountant of the federal regulations that require compliance with the performance of an audit. This information shall consist of the following Assistance Listing Numbers: 93.387 National and State Tobacco Control Program.
- E.8. Information Technology Security Requirements (State Data, Audit, and Other Requirements).
 - a. The Grantee shall protect State Data as follows:

- (1) The Grantee shall ensure that all State Data is housed in the continental United States, inclusive of backup data. All State data must remain in the United States, regardless of whether the data is processed, stored, in-transit, or at rest. Access to State data shall be limited to US-based (onshore) resources only.

All system and application administration must be performed in the continental United States. Configuration or development of software and code is permitted outside of the United States. However, software applications designed, developed, manufactured, or supplied by persons owned or controlled by, or subject to the jurisdiction or direction of, a foreign adversary, which the U.S. Secretary of Commerce acting pursuant to 15 CFR 7 has defined to include the People's Republic of China, among others are prohibited. Any testing of code outside of the United States must use fake data. A copy of production data may not be transmitted or used outside the United States.

IN WITNESS WHEREOF,

METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

Director, Metro Public Health Department

Date

Chair, Board of Health

Date

APPROVED AS TO AVAILABILITY OF FUNDS:

Director, Department of Finance

Date

APPROVED AS TO RISK AND INSURANCE:

Director of Risk Management Services

Date

APPROVED AS TO FORM AND LEGALITY:

Metropolitan Attorney

Date

FILED:

Metropolitan Clerk

Date

DEPARTMENT OF HEALTH

Ralph Alvarado, MD, FACP
COMMISSIONER

Date

ATTACHMENT 1

Federal Award Identification Worksheet

| | |
|---|--|
| Subrecipient's name (must match name associated with its Unique Entity Identifier (SAM)) | Metropolitan Government of Nashville and Davidson County |
| Subrecipient's Unique Entity Identifier (SAM) | LGZLHP6ZHM55 |
| Federal Award Identification Number (FAIN) | NU58DP006813 |
| Federal award date | 04/18/2024 |
| Subaward Period of Performance Start and End Date | 06/29/2020-4/28/2025 |
| Subaward Budget Period Start and End Date | 04/29/2024-04/28/2025 |
| Assistance Listing number (formerly known as the CFDA number) and Assistance Listing program title. | 93.387 National and State Tobacco Control Program |
| Grant contract's begin date | 04/01/2025 |
| Grant contract's end date | 03/31/2027 |
| Amount of federal funds obligated by this grant contract | \$133,000.00 |
| Total amount of federal funds obligated to the subrecipient | |
| Total amount of the federal award to the pass-through entity (Grantor State Agency) | \$1,644,198.00 |
| Federal award project description (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA)) | Tennessee State-Based Tobacco Prevention and Control Program |
| Name of federal awarding agency | CDC Office of Financial Resources |
| Name and contact information for the federal awarding official | Darryl Mitchell dvm1@cdc.gov 770-488-2747 |
| Name of pass-through entity | Tennessee Department of Health |
| Name and contact information for the pass-through entity awarding official | Ms. Liz Johnson Statewide Tobacco Prevention Director liz.johnson@tn.gov 615-253-2991 |
| Is the federal award for research and development? | No |
| Indirect cost rate for the federal award (See 2 C.F.R. §200.331 for information on type of indirect cost rate p/c) | 14.6% |

| GRANT BUDGET | | | | |
|---|---|---------------------|-----------------------|---------------------|
| Metropolitan Government of Nashville & Davidson County | | | | |
| APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning April 1, 2025, and ending March 31, 2027. <i>Roll-Up</i> | | | | |
| | EXPENSE OBJECT LINE-ITEM CATEGORY ¹ (detail schedule(s) attached as applicable) | GRANT CONTRACT | GRANTEE PARTICIPATION | TOTAL PROJECT |
| | Salaries ² | \$88,100.00 | \$0.00 | \$88,100.00 |
| | Benefits & Taxes | \$31,300.00 | \$0.00 | \$31,300.00 |
| | Professional Fee/ Grant & Award ² | \$0.00 | \$0.00 | \$0.00 |
| | Supplies | \$0.00 | \$0.00 | \$0.00 |
| | Telephone | \$0.00 | \$0.00 | \$0.00 |
| | Postage & Shipping | \$0.00 | \$0.00 | \$0.00 |
| | Occupancy | \$0.00 | \$0.00 | \$0.00 |
| | Equipment Rental & Maintenance | \$0.00 | \$0.00 | \$0.00 |
| | Printing & Publications | \$0.00 | \$0.00 | \$0.00 |
| | Travel/ Conferences & Meetings ² | \$0.00 | \$0.00 | \$0.00 |
| | Interest ² | \$0.00 | \$0.00 | \$0.00 |
| | Insurance | \$0.00 | \$0.00 | \$0.00 |
| | Specific Assistance To Individuals ² | \$0.00 | \$0.00 | \$0.00 |
| | Depreciation ² | \$0.00 | \$0.00 | \$0.00 |
| | Other Non-Personnel ² | \$0.00 | \$0.00 | \$0.00 |
| | Capital Purchase ² | \$0.00 | \$0.00 | \$0.00 |
| | Indirect Cost | \$13,600.00 | \$0.00 | \$13,600.00 |
| | In-Kind Expense | \$0.00 | \$0.00 | \$0.00 |
| | GRAND TOTAL | \$133,000.00 | \$0.00 | \$133,000.00 |

¹ Each expense object line-item is defined by the U.S. OMB's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart E Cost Principles (posted on the Internet at: <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-E>) and CPO Policy 2013-007 (posted online at <https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-library-.html>).

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

| GRANT BUDGET | | | | |
|--|---|--------------------|-----------------------|--------------------|
| Metropolitan Government of Nashville & Davidson County | | | | |
| APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning April 1, 2025, and ending March 31, 2026. YEAR 1 | | | | |
| | EXPENSE OBJECT LINE-ITEM CATEGORY ¹ (detail schedule(s) attached as applicable) | GRANT CONTRACT | GRANTEE PARTICIPATION | TOTAL PROJECT |
| | Salaries ² | \$43,400.00 | \$0.00 | \$43,400.00 |
| | Benefits & Taxes | \$15,500.00 | \$0.00 | \$15,500.00 |
| | Professional Fee/ Grant & Award ² | \$0.00 | \$0.00 | \$0.00 |
| | Supplies | \$0.00 | \$0.00 | \$0.00 |
| | Telephone | \$0.00 | \$0.00 | \$0.00 |
| | Postage & Shipping | \$0.00 | \$0.00 | \$0.00 |
| | Occupancy | \$0.00 | \$0.00 | \$0.00 |
| | Equipment Rental & Maintenance | \$0.00 | \$0.00 | \$0.00 |
| | Printing & Publications | \$0.00 | \$0.00 | \$0.00 |
| | Travel/ Conferences & Meetings ² | \$0.00 | \$0.00 | \$0.00 |
| | Interest ² | \$0.00 | \$0.00 | \$0.00 |
| | Insurance | \$0.00 | \$0.00 | \$0.00 |
| | Specific Assistance To Individuals ² | \$0.00 | \$0.00 | \$0.00 |
| | Depreciation ² | \$0.00 | \$0.00 | \$0.00 |
| | Other Non-Personnel ² | \$0.00 | \$0.00 | \$0.00 |
| | Capital Purchase ² | \$0.00 | \$0.00 | \$0.00 |
| | Indirect Cost (13% of Salaries & Benefits) | \$7,600.00 | \$0.00 | \$7,600.00 |
| | In-Kind Expense | \$0.00 | \$0.00 | \$0.00 |
| | GRAND TOTAL | \$66,500.00 | \$0.00 | \$66,500.00 |

¹ Each expense object line-item is defined by the U.S. OMB's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart E Cost Principles (posted on the Internet at: <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-E>) and CPO Policy 2013-007 (posted online at <https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo/library-.html>).

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

GRANT BUDGET LINE-ITEM DETAIL:

| Year 1 | | | | | | | | | |
|--|----------------|----------|-------------|----|-------------|-----|---------------------------|----|-------------|
| SALARIES | Monthly Salary | | # of Months | | % of Effort | | Longevity (if applicable) | | AMOUNT |
| Danielle Duke, Public Health Administrator | \$ | 6,385.40 | x | 12 | x | 50% | + | \$ | \$38,312.40 |
| Lillian Maddox, Program Manager | \$ | 8,489.85 | x | 12 | x | 5% | + | \$ | \$5,093.91 |
| TOTAL ROUNDED | | | | | | | | | \$43,400.00 |

| GRANT BUDGET | | | | |
|--|---|--------------------|-----------------------|--------------------|
| Metropolitan Government of Nashville & Davidson County | | | | |
| APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning April 1, 2026, and ending March 31, 2027. YEAR 2 | | | | |
| | EXPENSE OBJECT LINE-ITEM CATEGORY ¹ (detail schedule(s) attached as applicable) | GRANT CONTRACT | GRANTEE PARTICIPATION | TOTAL PROJECT |
| | Salaries ² | \$44,700.00 | \$0.00 | \$44,700.00 |
| | Benefits & Taxes | \$15,800.00 | \$0.00 | \$15,800.00 |
| | Professional Fee/ Grant & Award ² | \$0.00 | \$0.00 | \$0.00 |
| | Supplies | \$0.00 | \$0.00 | \$0.00 |
| | Telephone | \$0.00 | \$0.00 | \$0.00 |
| | Postage & Shipping | \$0.00 | \$0.00 | \$0.00 |
| | Occupancy | \$0.00 | \$0.00 | \$0.00 |
| | Equipment Rental & Maintenance | \$0.00 | \$0.00 | \$0.00 |
| | Printing & Publications | \$0.00 | \$0.00 | \$0.00 |
| | Travel/ Conferences & Meetings ² | \$0.00 | \$0.00 | \$0.00 |
| | Interest ² | \$0.00 | \$0.00 | \$0.00 |
| | Insurance | \$0.00 | \$0.00 | \$0.00 |
| | Specific Assistance To Individuals ² | \$0.00 | \$0.00 | \$0.00 |
| | Depreciation ² | \$0.00 | \$0.00 | \$0.00 |
| | Other Non-Personnel ² | \$0.00 | \$0.00 | \$0.00 |
| | Capital Purchase ² | \$0.00 | \$0.00 | \$0.00 |
| | Indirect Cost (10% of Salaries & Benefits) | \$6,000.00 | \$0.00 | \$6,000.00 |
| | In-Kind Expense | \$0.00 | \$0.00 | \$0.00 |
| | GRAND TOTAL | \$66,500.00 | \$0.00 | \$66,500.00 |

¹ Each expense object line-item is defined by the U.S. OMB's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart E Cost Principles (posted on the Internet at: <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-E>) and CPO Policy 2013-007 (posted online at <https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/library-.html>).

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

GRANT BUDGET LINE-ITEM DETAIL:

| Year 2 | | | | | | | | AMOUNT |
|--|----------------|---|-------------|---|-------------|---|---------------------------|--------------------|
| SALARIES | Monthly Salary | | # of Months | | % of Effort | | Longevity (if applicable) | |
| Danielle Duke, Public Health Administrator | \$ 6,576.96 | x | 12 | x | 50% | + | \$ - | \$39,461.77 |
| Lillian Maddox, Program Manager | \$ 8,744.55 | x | 12 | x | 5% | + | \$ - | \$5,246.73 |
| TOTAL ROUNDED | | | | | | | | \$44,700.00 |



Invoice Reimbursement Form

Contract #
Supplier Name
Program Name

Section 1: Contract Information (to be completed by TDH Accounts)

| | | | |
|-------------------|------------------|-----------------------|------------------------------|
| PO # (Req.) | PO Line # (Req.) | Receipt # (Req.) | Agency Invoice # |
| Edison Contract # | Edison Vendor # | Edison Address Line # | AP Attachment (check if yes) |

Section 2: Invoice Information (to be completed by Contractor/Grantee)

| | | | |
|---------------------|-------------------|--------------------|------------------|
| Contract Invoice # | Invoice Date | Service Start Date | Service End Date |
| Contract Start Date | Contract End Date | | |
| Contact Person Name | Phone # | | |

Remit Payment to:

Business Name

| | | | |
|----------------|------|-------|-----|
| Street Address | City | State | ZIP |
|----------------|------|-------|-----|

| Budget Line Items | (A) Total Contract Budget | (B) Amount Billed YTD | (C) Monthly Expenditures Due |
|------------------------------------|---------------------------|-----------------------|------------------------------|
| Salaries | | | |
| Benefits | | | |
| Professional Fee/Grant/Award | | | |
| Supplies | | | |
| Telephone | | | |
| Postage and Shipping | | | |
| Occupancy | | | |
| Equipment Rental and Maintenance | | | |
| Printing and Publications | | | |
| Travel/Conferences and Meetings | | | |
| Interest | | | |
| Insurance | | | |
| Specific Assistance to Individuals | | | |
| Depreciation | | | |
| Other Non-Personnel | | | |
| Capital Purchase | | | |
| Indirect Costs | | | |
| TOTAL | | | |

Section 3: Payment Information (to be completed by TDH Program)

Attach 3

Invoice Received Date Invoice Received by (Name)

Service Type (Select One): Medical Services Non-Medical Services

| Speedchart | Department ID | User Code | Project ID | Amount (\$) |
|------------|---------------|-----------|------------|-------------|
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Total Amount: _____

Additional Signatures as Required by Program (Not required for processing and payment by F&A Accounts Payable)

Program Signature 1

Program Signature 2

Program Signature 3

Section 4: Authorized Signatures

Contractor/Grantee Authorization

Name: _____

Date: _____

Signature: _____

TDH Program Authorization

Name: _____

Date: _____

Signature: _____

TDH Accounts Authorization

Name: _____

Date: _____

Signature: _____

Section 5: Additional Comments

Section 6: Month to Month Expense Tracking Sheet (Not Required by F&A Accounts Payable)

| Budget Line Items | Budget Amt | Jul Expenses | Aug Expenses | Sep Expenses | Oct Expenses | Nov Expenses | Dec Expenses | Jan Expenses | Feb Expenses | Mar Expenses | Apr Expenses | May Expenses | Jun Expenses | YTD Totals | Balance Remaining |
|---------------------------------------|---------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|---------------|----------------------|
| Salaries | | | | | | | | | | | | | | | |
| Benefits | | | | | | | | | | | | | | | |
| Fee/Grant/Award | | | | | | | | | | | | | | | |
| Supplies | | | | | | | | | | | | | | | |
| Telephone | | | | | | | | | | | | | | | |
| Postage and Shipping | | | | | | | | | | | | | | | |
| Occupancy | | | | | | | | | | | | | | | |
| Equipment Rental and Maintenance | | | | | | | | | | | | | | | |
| Printing and Publications | | | | | | | | | | | | | | | |
| Travel/Conferences and Meetings | | | | | | | | | | | | | | | |
| Interest | | | | | | | | | | | | | | | |
| Insurance | | | | | | | | | | | | | | | |
| Specific Assistance to Individuals | | | | | | | | | | | | | | | |
| Depreciation | | | | | | | | | | | | | | | |
| Other Non-Personnel | | | | | | | | | | | | | | | |
| Capital Purchase | | | | | | | | | | | | | | | |
| Indirect Costs | | | | | | | | | | | | | | | |
| Totals | | | | | | | | | | | | | | | |

REPORTING TEMPLATE

Introduction

Reporting Template has three parts:

- Schedule A,
 - Schedule B, and
 - Schedule C which are Program Expense Reports (PER), Program Revenue Reports (PRR) and Reconciliation Between Total and Reimbursable Expenses and Total Expense Summary Report.
- Program Expense Reports (PER), Program Revenue Reports (PRR) and Reconciliation Between Total and Reimbursable Expenses and Total Expense Summary Report including Schedule A-1 and Schedule B-1 must be submitted in the same format/the same column heading each quarter. The final Report (definition can be found in grant contract agreement) must be approved by the contracting state agency.

Schedule Headings

At the top of each schedule, the name of the reporting contractor/grantee and the period covered by the report need to be entered. The period of the report should always be the most recent quarter ended and report programs in the same sequence as the previous quarter.

Column Headings

For each program for Schedule A and B, Contracting State Agency, Program Name, Assistance Listing Number/Program Number, Edison Contract Number, and Grant/Contract Term should be entered. These can be found in the grant contract agreement.

- The Contracting State Agency is for the state agency who awards the grant and initiates the contract agreement.
- The Program Name is the title to describe the program or the title that corresponds to the Federal Assistance Listing number.
- The Assistance Listing Number/Program Name is a number assigned to identify the Federal Assistance Listings under which the subaward was made by the contracting State agency.
- The Edison contract number is the number assigned by the contracting state agency and should include the amendment number, if any. This can be found in the grant contract agreement.
- The grant/contract term is the beginning and ending dates of the grant/contract. This can be found in the grant contract agreement.

Program Columns

Program expense columns (Quarter-To-Date and Year-To-Date) are for reporting direct program expenses. Direct program expenses that benefit more than one program (i.e., allocable-direct costs) may be allocated to the benefitted programs within the expense categories. The cognizant state agency should approve the method used for cost allocations and the contacting state agency should abide by the cost allocation approved by the cognizant state agency.

The Quarter-To-Date column can be used to capture all expenses for the specific quarter. For example, the expenses for the 2nd quarter (from 10/1/22 to 12/31/2022) can be entered in this column.

All accumulated expenses for each program can be entered in Year-To-Date column. For example, if a grantee/organization has entered the expenses for the 2nd quarter in Quarter-To-Date column, all accumulated expenses for the 1st quarter and the 2nd quarter should be entered in Year-To-Date column.

Do not send a worksheet that is linked to another file

E-mail completed files to: policy2013_007.amo.health@tn.gov

or Mailing Address:

Rushdi Eskarous
Tennessee Department of Health
Fiscal Services
6th Floor Andrew Johnson Tower
710 James Robertson Parkway
Nashville, TN 37243

Telephone: 615-741-2974

QUESTIONS:

Angela Sumner: angela.sumner@tn.gov

Rushdi Eskarous: rushdi.eskarous@tn.gov

PROGRAM EXPENSE REPORT (PER) SCHEDULE A

Purpose/Scope

The Program Expense Report (PER Schedule A) contains expenses by the detailed line items and then summarizes by subtotals or total. This schedule can be used for any grants received from a state agency or multiple state agencies.

These expenses include direct and allocated direct program expenses in each line item. Per 2 CFR Part 200.413, direct costs are those costs that can be identified specifically with a particular final cost objective, such as a grant, or other internally or externally funded activity, or that can be directly assigned to such activities relatively easily with a high degree of accuracy. Per 2 CFR Part 200.405, allocable direct costs are those that benefit more than one program, but do not fall under the criteria of indirect costs.

Except for depreciation, every expense reported in Lines 1 through 21 must represent an actual cash disbursement or accrual (as defined in the Basis for Reporting Expenses/Expenditures section on page 1 of this instructions). If more than two programs (e.g., four programs), complete multiple Schedule As to report all four program expenses.

Instruction for Expenses by Object Line-Items

Line 1 Salaries and Wages

Enter the amount of compensation, fees, salaries, bonuses, severance payments, and wages paid to program directors, program managers/staffs, and employees.

References:

[2 CFR Part 200.430](#)

Form 990 Part IX line 5, 7

Line 2 Employee Benefits & Payroll Taxes

Enter (a) the grantee's/organization's contributions to pension plans and to employee benefit programs such as health, life, and disability insurance; and (b) the grantee's/organization's portion of payroll taxes such as social security, Medicare taxes, and unemployment and workers' compensation insurance.

References:

[2 CFR Part 200.431](#)

Form 990 Part IX lines 8, 9, 10

Line 3 Total Personnel Expenses

Add lines 1 Salaries and Wages and 2 Employee Benefits & Payroll Taxes.

Line 4 Professional Fees

Enter the costs/fees of professionals, consultants, and personal-service contractors who are not officers or employees of the grantee/organization. These include legal, accounting, and auditing fees.

References:

[2 CFR Part 200.459](#)

Form 990 Part IX line 11

Line 5 Supplies

Enter the grantee's/organization's expenses for office supplies, housekeeping supplies, and other supplies.

References:

[2 CFR Part 200.453](#)

Form 990 Part IX line 13

Line 6 Telecommunication

Enter the grantee's/organization's expenses for telephone, cellular phones, beepers, telegram, FAX, telephone equipment maintenance, internet, cloud servers, and other related expenses.

References:

[2 CFR Part 200.471](#)

Form 990 Part IX line 13

Line 7 Postage and Shipping

Enter the grantee's/organization's expenses for postage, messenger services, overnight delivery, outside mailing service fees, freight and trucking, and maintenance of delivery and shipping vehicles. Include vehicle insurance here or on line 14.

References:

[2 CFR Part 200.474](#)

Form 990 Part IX line 13

Line 8 Occupancy

Enter the grantee's/organization's expenses for use of office space and other facilities including rent, heat, light, power, other utilities, outside janitorial services, mortgage interest, real estate taxes, and similar expenses. Include property insurance here or on line 14.

References:

[2 CFR Part 200.465](#)

Form 990 Part IX line 16

Line 9 Equipment Rental and Maintenance

Enter the grantee's/organization's expenses for renting and maintaining computers, copiers, postage meters, other office equipment, and other equipment, except for telecommunications, truck, and automobile expenses, reportable on lines 6, 7, and 11, respectively.

References:

[2 CFR Part 200.452](#)

Form 990 Part IX line 13

Line 10 Printing and Publications

Enter the grantee's/organization's expenses for producing printed materials, purchasing books and publications, buying subscriptions to publications, publication costs for electronic and print media, and page charges for professional journal publications.

References:

[2 CFR Part 200.461](#)

Form 990 Part IX line 13

Line 11

Travel

Enter the grantee's/organization's expenses for airfare, transportation, meals and lodging, subsistence, and related items incurred by employees on official business of the organization. These costs may be charged on an actual cost basis, on a per diem or mileage basis in lieu of actual costs incurred, consistent with those normally allowed in like circumstances in the organization's non-federal/state-funded activities and in accordance with organization's written travel reimbursement policies. Include gas and oil, repairs, licenses and permits, and leasing costs for company vehicles. Include travel expenses for meetings and conferences. Include vehicle insurance here or on line 14.

If an organization does not have the written travel reimbursement policies, they may use the State Travel policy which is:

[F&A Policy 08 Comprehensive State Travel Regulations.](#)

References:

[2 CFR Part 200.475](#)

Form 990 Part IX line 17

Line 12

Conference and Meetings

Enter the grantee's/organization's expenses for conducting or attending meetings, conferences, seminars, retreats, and conventions including registration fees. When host of conference, include rental of facilities, speakers' fees and expenses, costs of meals and refreshment (food and beverages), and printed materials for the conference.

References:

[2 CFR Part 200.432](#)

Form 990 Part IX line 19

Line 13

Interest

Enter the interest expense for the business related loans and interest costs that are related to capital leases on equipment, trucks and automobiles, and other notes and loans. Do not include mortgage interest reportable on line 8.

References:

[2 CFR Part 200.449](#)

Form 990 Part IX line 20

Line 14

Insurance

Enter the grantee's/organization's expenses for liability insurance, fidelity bonds, and other insurance. Do not include employee-related insurance reportable on line 2. Do not include shipping vehicle, property, and organization vehicles for travel if reported on lines 7, 8, or 11 respectively.

References:

[2 CFR Part 200.447](#)

Form 990 Part IX line 23

Line 15 Grants and Awards

Enter the grantee's/organization's awards, grants, subsidies, and other pass-through expenditures to other organizations. Include allocations to affiliated organizations. Include in-kind grants to other organizations. Include scholarships, tuition payments, travel allowances, and equipment allowances to clients. These expenses will not include when calculating Administrative Expense in line 22.

References:

[2 CFR Part 200.1](#)

Form 990 Part IX line 1

Line 16 Specific Assistance to Individuals

Enter the grantee's/organization's direct payment for expenses of clients, patients, and individual beneficiaries. Include such expenses as medicines, medical and dental fees, children's board, food and homemaker services, clothing, transportation, insurance coverage, scholarships, fellowships, stipends, research grants, wage supplements, and similar payments.

References:

[2 CFR Part 200.456](#)

Form 990 Part IX line 2

Line 17 Depreciation

Enter the expenses the grantee's/organization's records for depreciation (the method for allocating the cost of fixed assets to periods benefitting from asset use) of equipment, buildings, leasehold improvements, and other depreciable fixed assets.

References:

[2 CFR Part 200.436](#)

Form 990 Part IX line 22

Line 18 Other Nonpersonnel Expenses

Enter the grantee's/organization's allowable expenses for Advertising, Information Technology, Bad Debts, Contingency Provisions, Fines and Penalties, Independent Research and Development, Organization Costs, Rearrangement and Alteration, Recruiting, and Taxes. Include the Organization's and Employees' Membership Dues in Associations and Professional Societies. Include other fees for the Organization's Licenses, Permits, and Registrations, etc.

NOTE: Expenses reportable on lines 1 through 17 should not be reported as an additional expense category on line 18. A description should be attached for each additional category entered on line 18. The contracting state agency may determine these requirements in the grant contract agreement.

a) Advertising:

Enter expenses paid for advertising. Include amounts for print and electronic media advertising. Also include internet site link costs, signage costs, and advertising costs for the organization's in-house fundraising campaigns.

References:

[2 CFR Part 200.421](#)

Form 990 Part IX line 12

b) Information Technology:

Enter expenses for information technology, including hardware, software, and support services such as maintenance, help desk, and other technical support services. Also include expenses for infrastructure support, such as website design and operations, virus protection and other information security programs and services to keep the organization's website operational and secured against unauthorized and unwarranted intrusions, and other information technology contractor services.

References:

[2 CFR Part 200.1](#)

Form 990 Part IX line 14

c) Bad Debts:

Enter expense amounts for losses (whether actual or estimated) arising from uncollectable accounts and other claims, related collection costs, and related legal costs.

References:

[2 CFR Part 200.426](#)

Form 990 Part IX line 24

d) Contingency Provisions:

Enter expense amounts for contributions to a contingency reserve or any similar provision made for events the occurrence of which cannot be foretold with certainty as to time, intensity, or with an assurance of their happening.

References:

[2 CFR Part 200.433](#)

Form 990 Part IX line 24

e) Fines and Penalties:

Enter costs of fines and penalties resulting from violations of, or failure of the organization to comply with Federal, State, and local laws and regulations except when incurred as a result of compliance with specific provisions of an award or instructions in writing from the awarding agency.

References:

[2 CFR Part 200.441](#)

Form 990 Part IX line 24

f) Independent Research and Development:

Enter the expenses of all research activities, including the training of individuals in research techniques.

References:

[2 CFR Part 200.1](#)

Form 990 Part IX line 24

g) Organization Costs:

Enter expenses such as incorporation fees, brokers' fees, fees to promoters, and organizers.

References:

[2 CFR Part 200.455](#)

Form 990 Part IX line 24

h) Rearrangement and Alteration:

Enter expenses incurred for ordinary or normal rearrangement and alteration of facilities. Include the expenses incurred in the restoration or rehabilitation of the organization's facilities.

References:

[2 CFR Part 200.462](#)

Form 990 Part IX line 24

i) Recruiting:

Enter expenses for recruiting staff and maintaining workload requirements, costs of "help wanted" advertising, operating costs of an employment office necessary to secure and maintain an adequate staff, costs of operating an aptitude and educational testing program and relocation costs incurred incident to recruitment of new employees.

References:

[2 CFR Part 200.463](#)

Form 990 Part IX line 24

j) Taxes:

Enter expenses for payment of taxes to the local government or state.

References:

[2 CFR Part 200.470](#)

Form 990 Part IX line 24

k) Organization's and Employee's Membership Dues in Associations and Professional Societies:

Enter expenses of the organization's membership or subscriptions in business, technical, and professional organizations.

References:

[2 CFR Part 200.454](#)

Form 990 Part IX line 24

Line 19

Total Nonpersonnel Expenses

Add lines 4 Professional Fees through 18 Other Non-personnel Expenses.

Line 20

Reimbursable Capital Purchases

Enter the organization's purchases of fixed assets. Include land, equipment, buildings, leasehold improvements, and other fixed assets.

References:

[2 CFR Part 200.439](#)

Form 990 Part X line 10a or Schedule D Part VI

Line 21 Total Direct Program Expenses

Add Line 3 Total Personnel Expenses, and Line 19 Total Non-personnel Expenses, and Line 20 Reimbursable Capital Purchases. These expenses are the summary of the direct and allocated direct program expenses that entered in Line 1 Salaries and Wages through Line 20 Reimbursable Capital Purchases.

Reference:

[2 CFR Part 200.405](#)

[2 CFR Part 200.413](#)

Form 990 Part IX, column B

Line 22 Administrative Expenses

The distribution will be made in accordance with an allocation plan approved by your cognizant state agency. Pass-through funds (Line 15 Grants and Awards) are not included when computing administrative expenses.

References:

[2 CFR Part 200.414](#)

Form 990 Part IX, Column C

Line 23 Total Direct Program and Administrative Expenses

Line 23 is the total of Line 21 Total Direct Program Expenses and Line 22 Administrative Expenses. Total Direct Program and Administrative Expenses (Line 23) Year To Date (if quarter end 3/31/2023) should agree with Total of YTD (Year To Date) Actual Expenditures Through 3/31/2023 (Column E) of the Invoice for Reimbursement.

Line 24 In-Kind Expenses

In-kind Expenses is for reporting the value of contributed resources (non-cash) applied to the program. Approval and reporting guidelines for in-kind contributions will be specified by those contracting state agencies who allow their use toward earning grant funds.

References:

[2 CFR Part 200.434](#)

Form 990 Part XI line 6

Line 25 Total Program Expenses

The sum of Line 23 Total Direct Program and Administrative Expenses and Line 24 In-kind Expenses goes on this line.

PROGRAM EXPENSE REPORT (PER) SCHEDULE A-Q1-Q4

Purpose/Scope

This template tracks expenses for all the quarters and summarizes in the Year-To-Date column. The Year-To-Date column can be linked to Year-To-Date column of the Schedule A.

Additionally, this schedule provides the Grant Budget Amount (from grant contract agreement) column and the Over/(Under) Budget Amount column which compares cumulative Year-To-Date expenses to Grant Budget Amount.

Instruction for Expenses by Object Line-Items

The instructions for expense line items are the same as Schedule A.

PROGRAM REVENUE REPORT AND RECONCILIATION BETWEEN TOTAL PROGRAM AND REIMBURSABLE EXPENSES SCHEDULE B

Purpose/Scope

Program Revenue Report (PRR) and Reconciliation Between Total and Reimbursable Expenses, Schedule B, are intended to capture all revenue by the detailed source and reconcile total program expenses and reimbursable expenses. Each revenue column should match up with the Edison Contract Number and the Program Name from Schedule A and align with its corresponding expense column from the Schedule A. The Reconciliation of Total Program Expenses And Reimbursable Expenses, at the bottom of Schedule B, should be completed to show how Total Program Expenses (Line 51 of Schedule B or Line 25 of Schedule A) reconciles to the amount to be reimbursed.

If multiple programs exist, additional copies of the Schedule B can be used to enter all Program Revenue and Reconciliation Between Total and Reimbursable Expenses.

Additional supplemental schedules showing the Sources of Revenue in the aggregations may be attached, if needed. The contracting state agency may provide more guidance in the grant contract agreement.

Instruction for Sources of Revenue

• Reimbursable Program Funds

Line 31

Reimbursable Federal Program Funds

Enter the portion of Total Direct Program & Administrative Expenses reported on Line 23 of the Schedule A that are reimbursable from the Federal program funds.

Reference:
Form 990 Part VIII 1e

Line 32 Reimbursable State Program Funds

Enter the portion of Total Direct Program & Administrative Expenses reported on Line 23 of the Schedule A that are reimbursable from the state program funds.

Reference:
Form 990 Part VIII 1e

Line 33 Total Reimbursable Program Funds

Add Line 31 Reimbursable Federal Program Funds and Line 32 Reimbursable State Program Funds.

• Matching Revenue Funds

Note: matching requirements can be found in the grants contact agreement for the grants received from the contracting state agency.

Line 34 Other Federal Funds

Enter the matching portion (the grantee portion) of the program costs that will be covered by other Federal fund sources.

Reference:
Form 990 Part VIII 1e

Line 35 Other State Funds

Enter the matching portion (the grantee portion) of the program costs that will be covered by other State fund source.

Reference:
Form 990 Part VIII 1e

Line 36 Other Government Funds

Enter the matching portion (the grantee portion) of the program costs that will be covered by other government fund source.

Reference:
Form 990 Part VIII 1e

Line 37 Cash Contributions (Nongovernment)

Enter the matching portion (the grantee portion) of the cash contributions that were received from corporations, foundations, trusts, and individuals, United Ways, other not-for-profit organizations, and affiliated organizations. This is only applicable when the grantee has received contributions from above donors for this program and this is included as expense line-items of the Schedule A.

References:
Form 990 Part VIII 1f

Line 38 In-Kind Contributions (Equals Schedule A. Line 24)

Enter the matching portion (the grantee portion) of the direct and administrative in-kind contributions.

Approval and guidelines for valuation and reporting of in-kind contributions will be specified by those grantor agencies who allow their use toward program purposes.

References:

Form 990 Part VIII line 1f and Part XI line 6

Line 39 Program Income

Enter the matching portion (the grantee portion) of program income. For example, income from fees for services performed.

Reference:

Form 990 Part VIII line 2a to 2f

Line 40 Other Matching Revenue

Enter the matching portion of other revenues that are not included in lines 34 through 39.

References:

Form 990 Part VIII 3 through 11e

Line 41 Total Matching Revenue Funds

Add lines 34 through 40.

Line 42 Other Program Funds

Enter any other program revenues that are funded by the contracting state agency but are not reported as matching revenue funds on Line 41 Total Matching Revenue Funds. Example of this can be in-kind expenses (Line 24 of Schedule A), if any.

References:

Form 990 Part VIII 1a through 11e

Line 43 Total Revenue

Add lines 33, 41, and 42.

References:

Form 990 Part VIII 12

Instruction for Reconciliation Between Total and Reimbursable Expenses

Line 51 Total Program Expenses

This line is brought forward from Line 25 Total Program Expenses on Schedule A.

Line 52 Other Unallowable Expenses

Enter amount for Other Unallowable Expenses here. Some program expenses may not be reimbursable under certain grants. Example of this can be the in-kind expenses which is non-cash item. This will vary according to the contracting state agency and the type of grant or contract. Consult with the contracting state agency that funds the program for additional guidelines.

Line 53 Excess Administration

This line may be used to deduct allocated Administration and General expenses (indirect costs) in excess of the allowable percentage specified in the grant contract agreement or the indirect cost rate that is approved by the cognizant State agency. This line may also be used to deduct an adjustment resulting from limitations on certain components of Administration and General expenses. Consult with the contracting state agency that funds the program for additional guidelines.

Line 54 Matching Expenses

Total program expenses should be deducted from matching (cost sharing) expenses required by the program compliance. This portion can be specified as an amount or percentage to match the federal award. Program income (e.g., user fees or rental of real property) can be deducted from matching portion.

Line 55 Reimbursable Expense (Line 51 Less Lines 52, 53, And 54)

This should equal the amount the contracting state agency has already paid for the quarter's operations of the program. The cumulative Year-To-Date column is what the grantor has actually paid to date if the organization has submitted the invoice and reimbursed monthly.

Line 56 Total Reimbursement To Date

The Quarter-to-Date column is the total amounts received for this quarter from filing of Invoices for Reimbursement (usually monthly). The cumulative Year-to-Date column amount is the total amount received for the grant program.

Line 57 Difference (Line 55 minus Line 56)

This is the portion of Reimbursable Expenses that are not paid yet. If a grantee submits a monthly invoice for reimbursement and reimbursement has been received, this will be zero.

Line 58 Advances

Any advance payments from the contracting state agency should appear on this line. Most of time, the contracting state agency will not pay the expenses in advance.

Line 59 This Reimbursement (Line 57 minus 58)

The remainder should be the amount due under the grant contract. Request for reimbursement is made through the invoicing process and not through filing of the quarterly or annual report. Any amounts showing here needed to be included in the invoice for reimbursement.

NONGRANT EXPENSE REPORT (NER) NONGRANT REVENUE REPORT (NRR) AND RECONCILIATION BETWEEN TOTAL NONGRANT AND REIMBURSABLE EXPENSES SCHEDULE A-1, SCHEDULE A-1-Q1-Q4, and SCHEDULE B-1

Purpose/Scope

These schedules may be used for the nongrants/unallowable expenses that are not reimbursed/will not be reimbursed by the contracting state agencies.

These schedules should be completed to reconcile expenses per the Total Expense Summary Report (Schedule C) to the trial balance/general ledger when the nongrants/unallowable expenses exist in the grantee's books.

Instruction for Schedules A-1, A-1-Q1-Q4, and B-1

The instruction for these schedules A-1, A-1-Q1-Q4, and B-1 are the same as the instructions for Schedule A and B except these expenses will not be reimbursed by the contracting state agency.

Heading sections may be entered as N/A if this heading is not applicable for Nongrant/Unallowable Expense or Revenue.

TOTAL EXPENSE SUMMARY REPORT Schedule C

Purpose/Scope

The Total Expense Summary Report is intended to recap all the direct program expenses in one column, separately identify nongrant/unallowable expenses, and total administrative expenses in other columns, as well as a grand total of all the expenses of the grantee. The amounts in Grand Total Year-to-Date column should tie to the general ledger/trial balance of the grantee/organization.

Schedule C should be only one schedule regardless if there are multiple Schedule As and Bs. The grantee will complete all the schedules at one time and will submit the same schedule to the multiple contracting state agencies if the grantee has received awards from the multiple state agencies.

Instruction for Expenses by Object Line-Items

The object line-items are the same as Schedule A. See each line-item instruction in Schedule A.

Instruction for Columns

Total Direct Program Expenses Column

This column is the summary of all the individual programs' cumulative year to date expenses as identified separately under the respective program names in Schedule A.

Total Nongrant/Unallowable Expenses Column

The nongrant/unallowable expense column includes the following expenses:

- I. The cumulative year-to-date expenses for all other programs that are not funded by the contracting state agency/agencies.
- II. The cumulative year-to-date expenses for fund-raising activities, if any.
- III. Other cumulative year-to-date expenses that are not allowable for reimbursement according to the terms of the grants or the Federal guidance.

Total Administrative Expenses Column

The administrative expenses column is for categorizing the cumulative year-to-date administrative expenses into the Expense by Object. Total Direct Program Expenses (line 21) of this column is the sum of all the line 21s. Line 22 of this column will make line 21 amount to be a credit amount so that Total Direct and Administrative Expenses is showing zero since these expenses are already claimed in columns Total Direct Program Expenses Year-To-Date and Total Nongrant/Unallowable Expenses Year-To-Date.

Grand Total Column

The Grand Total column contains all the cumulative year-to-date expenses for the entire reporting organization. The Grant Total Year-to-Date expenses must be traceable to the reporting organization's general ledger or trial balance.

**STATE OF TENNESSEE
PROGRAM EXPENSE REPORT**

Schedule A

Page # of # Pages: Contractor/Grantee Name: Report Period:

Contracting State Agency:

Program Name:

Assistance Listing Number/Program Number:

Edison Contract Number:

Grant/Contract Term:

| Line Item # | Expense By Object | Quarter To Date | Year To Date | Quarter To Date | Year To Date |
|----------------|---|-----------------|--------------|-----------------|--------------|
| 1 | Salaries and Wages | | 0.00 | | 0.00 |
| 2 | Employee Benefits & Payroll Taxes | | 0.00 | | 0.00 |
| 3 | Total Personnel Expenses | 0.00 | 0.00 | 0.00 | 0.00 |
| 4 | Professional Fees | | 0.00 | | 0.00 |
| 5 | Supplies | | 0.00 | | 0.00 |
| 6 | Telecommunication | | 0.00 | | 0.00 |
| 7 | Postage and Shipping | | 0.00 | | 0.00 |
| 8 | Occupancy | | 0.00 | | 0.00 |
| 9 | Equipment Rental and Maintenance | | 0.00 | | 0.00 |
| 10 | Printing and Publications | | 0.00 | | 0.00 |
| 11 | Travel | | 0.00 | | 0.00 |
| 12 | Conferences and Meetings | | 0.00 | | 0.00 |
| 13 | Interest | | 0.00 | | 0.00 |
| 14 | Insurance | | 0.00 | | 0.00 |
| 15 | Grants and Awards | | 0.00 | | 0.00 |
| 16 | Specific Assistance to Individuals | | 0.00 | | 0.00 |
| 17 | Depreciation | | 0.00 | | 0.00 |
| 18 | Other Non-personnel Expenses: (list details in a-d) | | | | |
| a | | | 0.00 | | 0.00 |
| b | | | 0.00 | | 0.00 |
| c | | | 0.00 | | 0.00 |
| d | | | 0.00 | | 0.00 |
| 19 | Total Non-personnel Expenses | 0.00 | 0.00 | 0.00 | 0.00 |
| 20 | Reimbursable Capital Purchases | | 0.00 | | 0.00 |
| 21 | Total Direct Program Expenses | 0.00 | 0.00 | 0.00 | 0.00 |
| 22 | Administrative Expenses | | 0.00 | | 0.00 |
| 23 | Total Direct and Administrative Expenses | 0.00 | 0.00 | 0.00 | 0.00 |
| 24 | In-Kind Expenses | | 0.00 | | 0.00 |
| 25 | Total Program Expenses | 0.00 | 0.00 | 0.00 | 0.00 |

STATE OF TENNESSEE
PROGRAM EXPENSE REPORT

Schedule A-Q1-Q4

Page # of # Pages:

Contractor/Grantee Name:

Report Period:

| | |
|---|--------------------------------|
| Contracting State Agency: | <input type="text"/> |
| Program Name: | <input type="text" value="A"/> |
| Assistance Listing Number/Program Number: | <input type="text"/> |
| Edison Contract Number: | <input type="text"/> |
| Grant/Contract Term: | <input type="text"/> |

| Line Item # | Expense By Object | | | | | Grant Budget Amount | Over/(Under) Budget Amount |
|----------------|---|-----------|-----------|-----------|-----------|---------------------|-------------------------------|
| | | 1 Quarter | 2 Quarter | 3 Quarter | 4 Quarter | Year To Date | |
| 1 | Salaries and Wages | | | | | 0.00 | 0.00 |
| 2 | Employee Benefits & Payroll Taxes | | | | | 0.00 | 0.00 |
| 3 | Total Personnel Expenses | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 4 | Professional Fees | | | | | 0.00 | 0.00 |
| 5 | Supplies | | | | | 0.00 | 0.00 |
| 6 | Telecommunications | | | | | 0.00 | 0.00 |
| 7 | Postage and Shipping | | | | | 0.00 | 0.00 |
| 8 | Occupancy | | | | | 0.00 | 0.00 |
| 9 | Equipment Rental and Maintenance | | | | | 0.00 | 0.00 |
| 10 | Printing and Publications | | | | | 0.00 | 0.00 |
| 11 | Travel | | | | | 0.00 | 0.00 |
| 12 | Conferences and Meetings | | | | | 0.00 | 0.00 |
| 13 | Interest | | | | | 0.00 | 0.00 |
| 14 | Insurance | | | | | 0.00 | 0.00 |
| 15 | Grants and Awards | | | | | 0.00 | 0.00 |
| 16 | Specific Assistance to Individuals | | | | | 0.00 | 0.00 |
| 17 | Depreciation | | | | | 0.00 | 0.00 |
| 18 | Other Non-personnel Expenses: (list details in a-d) | | | | | | 0 |
| a | | | | | | 0.00 | 0.00 |
| b | | | | | | 0.00 | 0.00 |
| c | | | | | | 0.00 | 0.00 |
| d | | | | | | 0.00 | 0.00 |
| 19 | Total Non-personnel Expenses | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 20 | Reimbursable Capital Purchases | | | | | 0.00 | 0.00 |
| 21 | Total Direct Program Expenses | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 22 | Administrative Expenses | | | | | 0.00 | 0.00 |
| 23 | Total Direct and Administrative Expenses | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 24 | In-Kind Expenses | | | | | 0.00 | 0.00 |
| 25 | Total Program Expenses | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |

STATE OF TENNESSEE
NONGRANT/UNALLOWABLE EXPENSE REPORT

Schedule A-1

Page # of # Pages: Contractor/Grantee Name: Report Period:

Contracting State Agency:

Program Name: A

Assistance Listing Number/Program Number:

Edison Contract Number:

Grant/Contract Term:

B

| Line Item # | Expense By Object | Quarter To Date | Year To Date | Quarter To Date | Year To Date |
|----------------|--|-----------------|--------------|-----------------|--------------|
| 1 | Salaries and Wages | | 0.00 | | 0.00 |
| 2 | Employee Benefits & Payroll Taxes | | 0.00 | | 0.00 |
| 3 | Total Personnel Expenses | 0.00 | 0.00 | 0.00 | 0.00 |
| 4 | Professional Fees | | 0.00 | | 0.00 |
| 5 | Supplies | | 0.00 | | 0.00 |
| 6 | Telecommunication | | 0.00 | | 0.00 |
| 7 | Postage and Shipping | | 0.00 | | 0.00 |
| 8 | Occupancy | | 0.00 | | 0.00 |
| 9 | Equipment Rental and Maintenance | | 0.00 | | 0.00 |
| 10 | Printing and Publications | | 0.00 | | 0.00 |
| 11 | Travel | | 0.00 | | 0.00 |
| 12 | Conferences and Meetings | | 0.00 | | 0.00 |
| 13 | Interest | | 0.00 | | 0.00 |
| 14 | Insurance | | 0.00 | | 0.00 |
| 15 | Grants and Awards | | 0.00 | | 0.00 |
| 16 | Specific Assistance to Individuals | | 0.00 | | 0.00 |
| 17 | Depreciation | | 0.00 | | 0.00 |
| 18 | Other Non-personnel Expenses: (list details in a-d) | | | | |
| a | | | 0.00 | | 0.00 |
| b | | | 0.00 | | 0.00 |
| c | | | 0.00 | | 0.00 |
| d | | | 0.00 | | 0.00 |
| 19 | Total Non-personnel Expenses | 0.00 | 0.00 | 0.00 | 0.00 |
| 20 | Reimbursable Capital Purchases | | 0.00 | | 0.00 |
| 21 | Total Direct Nongrant Expenses | 0.00 | 0.00 | 0.00 | 0.00 |
| 22 | Administrative Expenses | | 0.00 | | 0.00 |
| 23 | Total Direct Nongrant and Administrative Expenses | 0.00 | 0.00 | 0.00 | 0.00 |
| 24 | In-Kind Expenses | | 0.00 | | 0.00 |
| 25 | Total Nongrant Expenses | 0.00 | 0.00 | 0.00 | 0.00 |

STATE OF TENNESSEE
NONGRANT / UNALLOWABLE EXPENSE REPORT

Schedule A-1-Q1-Q4

Page # of # Pages:

Contractor/Grantee Name:

Report Period:

Contracting State Agency:

Program Name:

Assistance Listing Number/Program Number:

Edison Contract Number:

Grant/Contract Term:

| Line Item # | Expense By Object | | | | | Grant Budget Amount | | Over/(Under) Budget Amount |
|----------------|---|-----------|-----------|-----------|-----------|---------------------|------------------------------|-------------------------------|
| | | 1 Quarter | 2 Quarter | 3 Quarter | 4 Quarter | Year To Date | (From Contract Agreement) | |
| 1 | Salaries and Wages | | | | | 0.00 | | 0.00 |
| 2 | Employee Benefits & Payroll Taxes | | | | | 0.00 | | 0.00 |
| 3 | Total Personnel Expenses | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 4 | Professional Fees | | | | | 0.00 | | 0.00 |
| 5 | Supplies | | | | | 0.00 | | 0.00 |
| 6 | Telecommunications | | | | | 0.00 | | 0.00 |
| 7 | Postage and Shipping | | | | | 0.00 | | 0.00 |
| 8 | Occupancy | | | | | 0.00 | | 0.00 |
| 9 | Equipment Rental and Maintenance | | | | | 0.00 | | 0.00 |
| 10 | Printing and Publications | | | | | 0.00 | | 0.00 |
| 11 | Travel | | | | | 0.00 | | 0.00 |
| 12 | Conferences and Meetings | | | | | 0.00 | | 0.00 |
| 13 | Interest | | | | | 0.00 | | 0.00 |
| 14 | Insurance | | | | | 0.00 | | 0.00 |
| 15 | Grants and Awards | | | | | 0.00 | | 0.00 |
| 16 | Specific Assistance to Individuals | | | | | 0.00 | | 0.00 |
| 17 | Depreciation | | | | | 0.00 | | 0.00 |
| 18 | Other Non-personnel Expenses: (list details in a-d) | | | | | | | 0.00 |
| a | | | | | | 0.00 | | 0.00 |
| b | | | | | | 0.00 | | 0.00 |
| c | | | | | | 0.00 | | 0.00 |
| d | | | | | | 0.00 | | 0.00 |
| 19 | Total Non-personnel Expenses | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 20 | Reimbursable Capital Purchases | | | | | 0.00 | | 0.00 |
| 21 | Total Direct Nongrant Expenses | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 22 | Administrative Expenses | | | | | 0.00 | | 0.00 |
| 23 | Total Direct Nongrant and Administrative Exp | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 24 | In-Kind Expenses | | | | | 0.00 | | 0.00 |
| 25 | Total Nongrant Expenses | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |

**STATE OF TENNESSEE
PROGRAM REVENUE REPORT AND
RECONCILIATION BETWEEN TOTAL PROGRAM AND REIMBURSABLE EXPENSES**

Schedule B

Page # of # Pages: Contractor/Grantee Name: Report Period:

Contracting State Agency:
Program Name:
Assistance Listing Number/Program Number:
Edison Contract Number:
Grant/Contract Term:

| | |
|---|---|
| | |
| A | B |
| | |
| | |
| | |

| Line Item # | Sources Of Revenue | Quarter To Date | Year To Date | Quarter To Date | Year To Date |
|---|--|-----------------|--------------|-----------------|--------------|
| Reimbursable Program Funds: | | | | | |
| 31 | Reimbursable Federal Program Funds (Line 23) | | | | |
| 32 | Reimbursable State Program Funds (Line 23) | | | | |
| 33 | Total Reimbursable Program Funds (equals line 55) | 0.00 | 0.00 | 0.00 | 0.00 |
| Matching Revenue Funds: | | | | | |
| 34 | Other Federal Funds | | | | |
| 35 | Other State Funds | | | | |
| 36 | Other Government Funds | | | | |
| 37 | Cash Contributions (non-government) | | | | |
| 38 | In-Kind Contributions (equals line 24) | 0.00 | 0.00 | 0.00 | 0.00 |
| 39 | Program Income | | | | |
| 40 | Other Matching Revenue | | | | |
| 41 | Total Matching Revenue Funds (lines 34 - 40) | 0.00 | 0.00 | 0.00 | 0.00 |
| 42 | Other Program Funds | | | | |
| 43 | Total Revenue (lines 33, 41, & 42) | 0.00 | 0.00 | 0.00 | 0.00 |
| Reconciliation Between Total and Reimbursable Expenses | | | | | |
| 51 | Total Program Expenses (line 25) | 0.00 | 0.00 | 0.00 | 0.00 |
| 52 | Subtract Other Unallowable Expenses (contractual) | | | | |
| 53 | Subtract Excess Administration Expenses (contractual) | | | | |
| 54 | Subtract Matching Expenses (equals line 41) | 0.00 | 0.00 | 0.00 | 0.00 |
| 55 | Reimbursable Expenses (line 51 minus lines 52,53,54) | 0.00 | 0.00 | 0.00 | 0.00 |
| 56 | Total Reimbursement To Date | | | | |
| 57 | Difference (line 55 minus line 56) | 0.00 | 0.00 | 0.00 | 0.00 |
| 58 | Advances | | | | |
| 59 | This reimbursement (line 57 minus line 58) | 0.00 | 0.00 | 0.00 | 0.00 |

**STATE OF TENNESSEE
NONGRANT/UNALLOWABLE REVENUE REPORT AND
RECONCILIATION BETWEEN TOTAL AND REIMBURSABLE EXPENSES**

Schedule B-1

Page # of # Pages: Contractor/Grantee Name: Report Period:

Contracting State Agency:

Program Name:

Assistance Listing Number/Program Number:

Edison Contract Number:

Grant/Contract Term:

| Line Item # | Sources Of Revenue | Quarter To Date | Year To Date | Quarter To Date | Year To Date |
|----------------|---|-----------------|--------------|-----------------|--------------|
| | Reimbursable Nongrant Funds: | | | | |
| 31 | Reimbursable Federal Program Funds (Line 23) | | | | |
| 32 | Reimbursable State Program Funds (Line 23) | | | | |
| 33 | Total Reimbursable Nongrant Funds (equals line 55) | 0.00 | 0.00 | 0.00 | 0.00 |
| | Matching Revenue Funds: | | | | |
| 34 | Other Federal Funds | | | | |
| 35 | Other State Funds | | | | |
| 36 | Other Government Funds | | | | |
| 37 | Cash Contributions (non-government) | | | | |
| 38 | In-Kind Contributions (equals line 24) | 0.00 | 0.00 | 0.00 | 0.00 |
| 39 | Program Income | | | | |
| 40 | Other Matching Revenue | | | | |
| 41 | Total Matching Revenue Funds (lines 34 - 40) | 0.00 | 0.00 | 0.00 | 0.00 |
| 42 | Other Program Funds | | | | |
| 43 | Total Revenue (lines 33, 41, & 42) | 0.00 | 0.00 | 0.00 | 0.00 |
| | Reconciliation Between Total and Reimbursable Expenses | | | | |
| 51 | Total Nongrant Expenses (line 25) | 0.00 | 0.00 | 0.00 | 0.00 |
| 52 | Subtract Other Unallowable Expenses (contractual) | | | | |
| 53 | Subtract Excess Administration Expenses (contractual) | | | | |
| 54 | Subtract Matching Expenses (equals line 41) | 0.00 | 0.00 | 0.00 | 0.00 |
| 55 | Reimbursable Expenses (line 51 minus lines 52,53,54) | 0.00 | 0.00 | 0.00 | 0.00 |
| 56 | Total Reimbursement To Date | | | | |
| 57 | Difference (line 55 minus line 56) | 0.00 | 0.00 | 0.00 | 0.00 |
| 58 | Advances | | | | |
| 59 | This reimbursement (line 57 minus line 58) | 0.00 | 0.00 | 0.00 | 0.00 |

STATE OF TENNESSEE
TOTAL EXPENSE SUMMARY REPORT

Schedule C

Page # of # Pages: Contractor/Grantee Name: Report Period:

| Line Item # | Expense By Object | Total Direct Program Expenses Year To Date | Total Nongrant/Unallowable Expenses Year To Date | Total Administrative Expenses Year To Date | Grand Total Year To Date |
|----------------|---|---|---|---|-----------------------------|
| 1 | Salaries and Wages | 0.00 | | | 0.00 |
| 2 | Employee Benefits & Payroll Taxes | 0.00 | | | 0.00 |
| 3 | Total Personnel Expenses | 0.00 | 0.00 | 0.00 | 0.00 |
| 4 | Professional Fees | 0.00 | | | 0.00 |
| 5 | Supplies | 0.00 | | | 0.00 |
| 6 | Telecommunication | 0.00 | | | 0.00 |
| 7 | Postage and Shipping | 0.00 | | | 0.00 |
| 8 | Occupancy | 0.00 | | | 0.00 |
| 9 | Equipment Rental and Maintenance | 0.00 | | | 0.00 |
| 10 | Printing and Publications | 0.00 | | | 0.00 |
| 11 | Travel | 0.00 | | | 0.00 |
| 12 | Conferences and Meetings | 0.00 | | | 0.00 |
| 13 | Interest | 0.00 | | | 0.00 |
| 14 | Insurance | 0.00 | | | 0.00 |
| 15 | Grants and Awards | 0.00 | | | 0.00 |
| 16 | Specific Assistance to Individuals | 0.00 | | | 0.00 |
| 17 | Depreciation | 0.00 | | | 0.00 |
| 18 | Other Non-personnel Expenses: (list details in a-d) | | | | |
| a | | 0.00 | | | 0.00 |
| b | | 0.00 | | | 0.00 |
| c | | 0.00 | | | 0.00 |
| d | | 0.00 | | | 0.00 |
| 19 | Total Non-personnel Expenses | 0.00 | 0.00 | 0.00 | 0.00 |
| 20 | Reimbursable Capital Purchases | 0.00 | | | 0.00 |
| 21 | Total Direct Program Expenses | 0.00 | 0.00 | 0.00 | 0.00 |
| 22 | Administrative Expenses | 0.00 | | | 0.00 |
| 23 | Total Direct and Administrative Expenses | 0.00 | 0.00 | 0.00 | 0.00 |
| 24 | In-Kind Expenses | 0.00 | | | 0.00 |
| 25 | Total Expenses | 0.00 | 0.00 | 0.00 | 0.00 |

Annual (Final) Report*

1. Grantee Name:
2. Grant Contract Edison Number:
3. Grant Term:
4. Grant Amount:
5. Narrative Performance Details: *(Description of program goals, outcomes, successes and setbacks, benchmarks or indicators used to determine progress, any activities that were not completed)*

Submit one copy to:

Megan Sills, Program Director, TN Department of Health;

Ralph Alvarado, MD, FACP, Commissioner, TN Department of Health; and

faaudit@tn.gov, TN Department of Finance and Administration



CONTRACT

(state revenue contract with a federal or Tennessee local or quasi-governmental entity)

| | | | |
|---|-----------------------------------|---|---|
| Begin Date April 1, 2025 | End Date March 31, 2030 | Agency Tracking # 34320-02325 | Edison ID |
| Procuring Party Legal Entity Name Metropolitan Government of Nashville and Davidson County, Acting By and Through the Metropolitan Board of Health | | | Procuring Party Registration ID 4 |
| Service Caption Issuance of Vital Records birth and death certificates from the Vital Records Information Systems Management (VRISM). | | | |
| Agency Contact & Telephone # Christa Morphew 710 James Robertson Pkwy, 1 st FL Nashville, TN 37243 615-741-0352 christa.r.morphew@tn.gov | | OCR USE - RV | |

**CONTRACT
BETWEEN THE STATE OF TENNESSEE,
TENNESSEE DEPARTMENT OF HEALTH
AND
METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY, ACTING BY AND
THROUGH THE METROPOLITAN BOARD OF HEALTH**

This Contract, by and between the State of Tennessee, Department of Health, hereinafter referred to as the "State" and Metropolitan Government of Nashville and Davidson County Acting By and Through the Metropolitan Board of Health, hereinafter referred to as the "Procuring Party," is for the provision of issuance of Vital Records birth and death certificates from the Vital Records Information Systems Management (VRISM), as further defined in the "SCOPE OF SERVICES."

A. SCOPE OF SERVICES:

A.1. The Procuring Party shall provide all service and deliverables as required, described, and detailed herein and all service delivery timelines as specified by this contract.

A.2. Definition: For purposes of this Contract, definitions shall be as follows and as set forth in the Contract:

- a.) Network Tennessee (NETTN)- a robust, private wide-area network structure that serves the diverse needs of the state's citizens, governmental entities, from the local level through all three (3) branches of state government, and educational institutions. This network allows communication across buildings, departments, and government branches.
- b.) VRISM- a digital registration and management software system for State of Tennessee vital records.
- c.) FileNet- an image repository where TN vital records are stored and retrieved.

A.3. Service Goals:

Allowing the Procuring Party to access VRISM for the purpose of issuing copies of birth and death certificates.

A.4. Service Recipients:

Service recipients are citizens of the local county area that are looking to obtain a copy of a birth and death certificates.

A.5. Service Description:

- a) The State shall:
 - 1. Allow the Procuring Party to access VRISM for the purpose of issuing copies of birth and death certificates.
 - 2. Maintain VRISM in accordance with procedures established by the State.
 - 3. Provide training and written procedures to the Procuring Party on certificate security, issuance and the operation of the VRISM application.
 - 4. Provide training on the ordering and secure storage of the security paper.
 - 5. Provide security paper to Procuring Party.

6. Provide help desk and support services procedures for VRISM issues during state business hours.
7. Provide security specifications for facilities, NETTN connectivity, terminals, printers, and other equipment using VRISM. The State shall perform unscheduled site visits to verify security compliance of the VRISM database and security paper procedures.

b.) The Procuring Party shall:

1. Maintain the confidentiality of the information received as provided in the Tenn. Code Ann. 68-3-206.
2. Access VRISM and issue copies of the Tennessee birth and death certificates solely in the conduct of its official duties at Metropolitan Government of Nashville and the Davidson County, Acting By and Through the Metropolitan Board of Health.
3. Abide by all procedures and rules for certificate security and issuance and for the operation of VRISM outlined by the State.
4. Monthly, a listing shall be provided to Vital Records which details the number of the first and additional copies of birth and death certificates and voided certificates issued from the VRISM database.
5. Limit access to VRISM to those employees who have successfully completed the system user agreement and training.
6. Always provide security for the equipment used to access VRISM and for the security paper used to provide certified copies of birth and death vital records.
7. Be responsible for expenses necessary for NETTN connectivity, terminals, printers, and other equipment, and secure facilities for the equipment and connectivity connection(s) according to State Specifications.
8. Provide written procedures that detail security specifications compliance as defined in Contract section A.5.(a)(7).
9. Provide all technical support services for the connectivity and equipment. The State agency through which the NETTN connectivity is primarily established is the first point of contact for trouble shooting connectivity issues. The primary support shall transfer all non-connectivity issues, VRISM issues, to the Tennessee Division of Vital Records & Statistics.

A.6. Service Reporting:

Compensation to the State shall be made monthly based upon a listing provided by the Procuring Party which will detail the number of first and additional copies of certificates minus voided certificates from VRISM.

A.7. Service Deliverables:

| Deliverables | Contract Section | Delivery Date | Due to Whom? | Requested Format |
|--|-------------------------|----------------------|---------------------|-------------------------|
| Allow Procuring Party to access VRISM for the purpose of issuing | A.5.a.(1) | Ongoing | Procuring Party | Electronic |

| Deliverables | Contract Section | Delivery Date | Due to Whom? | Requested Format |
|---|------------------|---|---|--|
| Tennessee birth and death certificates | | | | |
| Maintain VRISM in accordance with procedures established by the State. | A.5.a.(2) | Ongoing | Procuring Party | Electronic |
| Provide training and written procedures to the Procuring Party on certificate security and issuance and on the operation of VRISM | A.5.a.(3) | Ongoing | Procuring Party | In person, video conferencing or via an instruction manual |
| Provide training on the ordering and secure storage of security paper | A.5.a.(4) | At the Effective Date | Procuring Party | In person, video conferencing or via an instruction manual |
| Provide certificate security paper to Procuring Party. | A.5.a.(5) | Ongoing | Procuring Party | In person, video conferencing or via an instruction manual |
| Provide support services procedures for VRISM issues | A.5.a.(6) | Ongoing | Procuring Party | To be Determined |
| Provide security specifications for facilities, NETTN connectivity, terminals, printers, and other equipment using VRISM . The State shall perform unscheduled site visits to verify security compliance. | A.5.a.(7) | At the beginning of the contract and then ongoing | Procuring Party/State | To be Determined |
| Maintain the confidentiality of the information received as provided in Tenn. Code Ann. 68-3-206 | A.5.b.(1) | Ongoing | Procuring Party/State | Internal security procedures from the Procuring Party |
| Access VRISM and issue copies of birth and death certificates solely in the conduct of its official duties at Metropolitan Government of Nashville and Davidson County, Acting By and Through the Metropolitan Board of Health. | A.5.b.(2) | Ongoing | Customers requesting birth and death vital records certificates in Davidson County. | Sequentially numbered security paper. |
| Abide by all procedures and rules for certificate security and issuance and for the operation of VRISM outlined by the State | A.5.b.(3) | Ongoing | Procuring Party/State | Internal security procedures |
| Limited access to VRISM to those employees who have successfully completed the | A.5.b.(4) | Ongoing | Procuring Party/State | Internal security procedures from the Procuring Party |

| Deliverables | Contract Section | Delivery Date | Due to Whom? | Requested Format |
|--|-------------------------|-----------------------------------|-----------------------|---|
| system user agreement and training. | | | | |
| Provide security at all times for the equipment used for VRISM and for the security paper used to provide certified copies of TN birth and death records. with VRISM. | A.5.b.(5) | Ongoing | Procuring Party/State | Internal security procedures from the Procuring Party |
| Monthly, a listing shall be provided to the Department which details the number of the first and additional copies of birth and death certificates and voided certificates issued from the VRISM database. | A.5.b.(6) | Ongoing | State | Via Information Technology Services |
| Be responsible for expenses necessary NETTN connectivity, terminals, printers, and other equipment, and secure facilities for the equipment and connectivity connection(s) according to State specifications. | A.5.b.(7) | Ongoing | State | Via Information Technology Services |
| Provide written procedures that detail security specifications compliance as defined in Contract section A.5.(a).7. | A.5.b.(8) | At the Effective Date and ongoing | State | Word format in electronic form and booklet form |
| Provide all technical support services for the connectivity and equipment. The State agency through which the NETTN connectivity is primarily established is the first point of contact for trouble shooting connectivity issues. The primary support shall transfer all non-connectivity issues, VRISM issues, to the State Office of Vital Records | A.5.b.(9) | Ongoing | State | Via Information Technology Services |

B. TERM OF CONTRACT:

This Contract shall be effective on April 1, 2025 ("Effective Date"), and extend for a period of Sixty (60) months after the Effective Date ("Term"). The State shall have no obligation for goods or

services provided by the Contractor prior to the Effective Date. This Contract may not be extended or renewed.

C. PAYMENT TERMS AND CONDITIONS:

- C.1.** The Procuring Party shall retain \$6.50 for the search and copy or copies of all certificates that are issued. The Procuring Party shall compensate the State \$8.50 of fees collected for the search and copy or copies of all certificates that are issued. The current fees to be collected are designated in the Rules of the Tennessee Department of Health, Chapter 1200-7-1-.13, Fees for Copies and Searches.
- C.2** Compensation to the State shall be made monthly based upon a listing provided by the State which will detail the number of first and additional copies of certificates minus voided certificates issued from the database.
- C.3** The compensation to the State as described in Section C is for the duration of the Contract and is not subject to escalation for any reason, unless amended.

D. STANDARD TERMS AND CONDITIONS:

- D.1.** Required Approvals. The State is not bound by this Contract until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, 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.2.** Modification and Amendment. This Contract may be modified only by a written amendment signed by all parties hereto and approved by both the officials who approved the base contract and, depending upon the specifics of the 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 Contract may be terminated by either party by giving written notice to the other, at least thirty (30) days before the effective date of termination. Said termination shall not be deemed a Breach of Contract by the State. Should the State exercise this provision, the State shall have no liability to the Procuring Party. Should either the State or the Procuring Party exercise this provision, the Procuring Party shall be required to compensate the State for satisfactory, authorized services completed as of the termination date and shall have no liability to the State except for those units of service which can be effectively used by the Procuring Party. The final decision, as to what these units of service are, shall be determined by the State. In the event of disagreement, the Procuring Party may file a claim with the Tennessee Claims Commission in order to seek redress.

Upon such termination, the Procuring Party shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.4.** Termination for Cause. If either party fails to properly perform or fulfill its obligations under this Contract in a timely or proper manner or violates any terms of this Contract, the other party shall have the right to immediately terminate the Contract. The Procuring Party shall compensate the State for completed services.
- D.5.** Subcontracting. Neither the Procuring Party nor the State shall assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior

written approval of the other. If such subcontracts are approved, they shall contain, at a minimum, sections of this Contract below pertaining to "Conflicts of Interest," "Nondiscrimination," and "Records" (as identified by the section headings).

- D.6. Conflicts of Interest. The Procuring Party 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 Procuring Party in connection with any work contemplated or performed relative to this Contract other than as required by section A. of this Contract.

- D.7. Nondiscrimination. The State and the Procuring Party hereby agree, warrant, and assure that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the State or the Procuring Party 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.

- D.8. Records. The Procuring Party shall maintain documentation for its transactions with the State under this Contract. The books, records, and documents of the Procuring Party, insofar as they relate to work performed or money paid under this Contract, shall be maintained for a period of five (5) full years from the final date of this Contract and shall be subject to audit, at any reasonable time and upon reasonable notice, by the state agency, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.

- D.9. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.

- D.10. Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

- D.11. State Liability. The State shall have no liability except as specifically provided in this Contract.

- D.12. Force Majeure. The obligations of the parties to this Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, natural disasters, riots, wars, epidemics, or any other similar cause.

- D.13. State and Federal Compliance. The Procuring Party and the State shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.

- D.14. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Procuring Party 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 Contract. The Procuring Party 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.

- D.15. Completeness. This 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 Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.16. Severability. If any terms and conditions of this 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 Contract are declared severable.
- D.17. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.
- D.18. 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 Contractor by the State or acquired by the Contractor 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 Contractor to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Contractor 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. Contractor 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 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 Contract, these special terms and conditions shall control.
- E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this 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. Any such communications, regardless of method of transmission, shall be addressed to the respective party at the appropriate mailing address, facsimile number, or EMAIL address as set forth below or to that of such other party or address, as may be hereafter specified by written notice.

The State:

Edward G. Bishop
Tennessee Department of Health
Division of Vital Records & Statistics
710 James Robertson Parkway
1st Floor, Andrew Johnson Tower
Nashville, TN 37243
Gray.Bishop@tn.gov
Telephone # 615-532-2600

The Procuring Party:

Sanmi Areola, Director
Metropolitan Public Health Department
2500 Charlotte Avenue

Nashville, TN 37209
 Sanmi.areola@nashville.gov
 Telephone # 615-340-5622

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

- E.3. HIPAA Compliance. The State and Procuring Party shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its accompanying regulations.
- a. Procuring Party warrants to the State that it is familiar with the requirements of HIPAA and its accompanying regulations and will comply with all applicable HIPAA requirements in the course of this Contract.
 - b. Procuring Party warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by HIPAA and its regulations, in the course of performance of the Contract so that both parties will be in compliance with HIPAA.
 - c. The State and the Procuring Party will sign documents, including but not limited to business associate agreements, as required by HIPAA and that are reasonably necessary to keep the State and Procuring Party in compliance with HIPAA. This provision shall not apply if information received by the State under this Contract is NOT "protected health information" as defined by HIPAA, or if HIPAA permits the State to receive such information without entering into a business associate agreement or signing another such document.
- E.4. State Furnished Property. The Procuring Party shall be responsible for the correct use, maintenance, and protection of all articles of nonexpendable, tangible, personal property furnished by the State for the Procuring Party's temporary use under this Contract. Upon termination of this Contract, all property furnished shall be returned to the State in good order and condition as when received, reasonable use and wear thereof excepted. Should the property be destroyed, lost, or stolen, the Procuring Party shall be responsible to the State for the residual value of the property at the time of loss.
- E.5. Personally Identifiable Information. While performing its obligations under this Contract, Contractor may have access to Personally Identifiable Information held by the State ("PII"). For the purposes of this Contract, "PII" includes "Nonpublic Personal Information" as that term is defined in Title V of the Gramm-Leach-Bliley Act of 1999 or any successor federal statute, and the rules and regulations thereunder, all as may be amended or supplemented from time to time ("GLBA") and personally identifiable information and other data protected under any other applicable laws, rule or regulation of any jurisdiction relating to disclosure or use of personal information ("Privacy Laws"). Contractor agrees it shall not do or omit to do anything which would cause the State to be in breach of any Privacy Laws. Contractor shall, and shall cause its employees, agents and representatives to: (i) keep PII confidential and may use and disclose PII only as necessary to carry out those specific aspects of the purpose for which the PII was disclosed to Contractor and in accordance with this Contract, GLBA and Privacy Laws; and (ii) implement and maintain appropriate technical and organizational measures regarding information security to: (A) ensure the security and confidentiality of PII; (B) protect against any threats or hazards to the security or integrity of PII; and (C) prevent unauthorized access to or use of PII. Contractor shall immediately notify State: (1) of any disclosure or use of any PII by Contractor or any of its employees, agents and representatives in breach of this Contract; and (2) of any disclosure of any PII to Contractor or its employees, agents and representatives where the purpose of such disclosure is not known to Contractor or its employees, agents and representatives. The State reserves the right to review Contractor's policies and procedures used to maintain the security and confidentiality of PII and Contractor shall, and cause its employees, agents and representatives to, comply with all reasonable requests or directions from the State to enable the State to verify or ensure that

Contractor is in full compliance with its obligations under this Contract in relation to PII. Upon termination or expiration of the Contract or at the State's direction at any time in its sole discretion, whichever is earlier, Contractor shall immediately return to the State any and all PII which it has received under this Contract and shall destroy all records of such PII.

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

E.6. Information Technology Security Requirements (State Data, Audit, and Other Requirements).

a. The Contractor shall protect State Data as follows:

- (1) The Contractor shall ensure that all State Data is housed in the continental United States, inclusive of backup data. All State data must remain in the United States, regardless of whether the data is processed, stored, in-transit, or at rest. Access to State data shall be limited to US-based (onshore) resources only.

All system and application administration must be performed in the continental United States. Configuration or development of software and code is permitted outside of the United States. However, software applications designed, developed, manufactured, or supplied by persons owned or controlled by, or subject to the jurisdiction or direction of, a foreign adversary, which the U.S. Secretary of Commerce acting pursuant to 15 CFR 7 has defined to include the People's Republic of China, among others are prohibited. Any testing of code outside of the United States must use fake data. A copy of production data may not be transmitted or used outside the United States.

- (2) The Contractor shall encrypt Confidential State Data at rest and in transit using the current version of Federal Information Processing Standard ("FIPS") 140-2 or 140-3 (or current applicable version) validated encryption technologies.
- (3) The Contractor shall implement and maintain privacy and security controls that follow the guidelines set forth in NIST 800-53, "Security and Privacy Controls for Federal Information Systems and Organizations," or NIST 800-171, "Protecting Controlled Unclassified Information in Nonfederal Systems and Organizations," as amended from time to time. Contractor shall meet annually, or as otherwise agreed, with the State to review the implementation of this Section. A "System Security Plan (SSP)" is required regardless of the type of third-party Controls Audit the Contractor obtains.

No additional funding shall be allocated for these examinations as they are included in the Maximum Liability of this Contract.

- (4) The Contractor must annually perform Penetration Tests and Vulnerability Assessments against its Processing Environment per the NIST 800-115 definition. "Processing Environment" shall mean the combination of software and hardware on which the Application runs. "Application" shall mean the computer code that supports and accomplishes the State's requirements as set forth in this Contract. "Penetration Tests" shall be in the form of attacks on the Contractor's computer system, with the purpose of discovering security weaknesses

which have the potential to gain access to the Processing Environment's features and data. The "Vulnerability Assessment" shall be designed and executed to define, identify, and classify the security holes (vulnerabilities) in the Processing Environment. The Contractor shall provide a letter of attestation on its processing environment that penetration tests and vulnerability assessments has been performed on an annual basis and taken corrective action to evaluate and address any findings. The Contractor must provide a letter of attestation that includes a penetration testing and vulnerability assessments report that outlines risk exposure of the critical, high, and moderate risks and how they were mitigated, within 30 days of receiving the results.

In the event of an unauthorized disclosure or unauthorized access to State data, the State Strategic Technology Solutions (STS) Security Incident Response Team (SIRT) must be notified and engaged by calling the State Customer Care Center (CCC) at 615-741-1001. Any such event must be reported by the Contractor within twenty-four (24) hours after the unauthorized disclosure has come to the attention of the Contractor.

- (5) If a breach has been confirmed a fully un-modified third-party forensics report must be supplied to the State and through the STS SIRT. This report must include indicators of compromise (IOCs) as well as plan of actions for remediation and restoration. Contractor shall take all necessary measures to halt any further Unauthorized Disclosures.
- (6) Upon State request, the Contractor shall provide a copy of all Confidential State Data it holds. The Contractor shall provide such data on media and in a format determined by the State
- (7) Upon termination of this Contract and in consultation with the State, the Contractor shall destroy, and ensure all subcontractors shall destroy, all Confidential State Data it holds (including any copies such as backups) in accordance with the current version of National Institute of Standards and Technology ("NIST") Special Publication 800-88. The Contractor shall provide a written confirmation of destruction to the State within ten (10) business days after destruction.

b. Minimum Requirements

- (1) The Contractor and all data centers used by the Contractor to host State data, including those of all Subcontractors, must comply with the most current version of NIST 800-53, "Security and Privacy Controls for Federal Information Systems and Organizations," or NIST 800-171, "Protecting Controlled Unclassified Information in Nonfederal Systems and Organizations," with the State to review the implementation of this Section. The State must have proof of compliance with NIST 800-53 or NIST 800-171 in the form of a third-party audit at a minimum every two years or upon request. Davidson County Information Security Management Policies are located at: <https://www.nashville.gov/departments/information-technology-services/information-security/information-security-policies>
- (2) The Contractor agrees to maintain the Application so that it will run on a current, manufacturer-supported Operating System. "Operating System" shall mean the software that supports a computer's basic functions, such as scheduling tasks, executing applications, and controlling peripherals.
- (3) If the Application requires middleware or database software, Contractor shall maintain middleware and database software versions that are always fully compatible with current versions of the Operating System and Application to ensure that security vulnerabilities are not introduced.
- (4) In the event of drive/media failure, if the drive/media is replaced, it remains with the State and it is the State's responsibility to destroy the drive/media, or the Contractor shall provide written confirmation of the sanitization/destruction of data according to NIST 800-88.

- c. **Business Continuity Requirements.** The Contractor shall maintain set(s) of documents, instructions, and procedures which enable the Contractor to respond to accidents, disasters, emergencies, or threats without any stoppage or hindrance in its key operations ("Business Continuity Requirements"). Business Continuity Requirements shall include:
 - (1) "Disaster Recovery Capabilities" refer to the actions the Contractor takes to meet the Recovery Point and Recovery Time Objectives defined below. Disaster Recovery Capabilities shall meet the following objectives:
 - i. **Recovery Point Objective ("RPO").** The RPO is defined as the maximum targeted period in which data might be lost from an IT service due to a major incident: 1 hour
 - ii. **Recovery Time Objective ("RTO").** The RTO is defined as the targeted duration of time and a service level within which a business process must be restored after a disaster (or disruption) in order to avoid unacceptable consequences associated with a break in business continuity: 24 hours
 - (2) The Contractor and the Subcontractor(s) shall maintain a documented Disaster Recovery plan and shall share this document with the State when requested. The Contractor and the Subcontractor(s) shall perform at least one Disaster Recovery Test every three hundred sixty-five (365) days. A "Disaster Recovery Test" shall mean the process of verifying the success of the restoration procedures that are executed after a critical IT failure or disruption occurs. The Disaster Recovery Test shall use actual State Data Sets that mirror production data, and success shall be defined as the Contractor verifying that the Contractor can meet the State's RPO and RTO requirements. A "Data Set" is defined as a collection of related sets of information that is composed of separate elements but can be manipulated as a unit by a computer. The Contractor shall provide written confirmation to the State after each Disaster Recovery Test that its Disaster Recovery Capabilities meet the RPO and RTO requirements.

E.7. Comptroller Audit Requirements.

When requested by the State or the Comptroller of the Treasury, the Contractor must provide the State or the Comptroller of the Treasury with a detailed written description of the Contractor's information technology control environment, including a description of general controls and application controls. The Contractor must also assist the State or the Comptroller of the Treasury with obtaining a detailed written description of the information technology control environment for any third or fourth parties, or Subcontractors, used by the Contractor to process State data and/or provide services under this Grant.

Contractor will maintain and cause its Subcontractors to maintain a complete audit trail of all transactions and activities in connection with this Grant, including all information technology logging and scanning conducted within the Contractor's and Subcontractor's information technology control environment. Upon reasonable notice and at any reasonable time, the Contractor grants the State or the Comptroller of the Treasury with the right to audit the Contractor's information technology control environment, including general controls and application controls. The audit may include testing the general and application controls within the Contractor's information technology control environment and may also include testing general and application controls for any third or fourth parties, or Subcontractors, used by the Contractor to process State data and/or provide services under this Grant. The audit may include the Contractor's and Subcontractor's compliance with NIST 800-53 or 800-171 and all applicable requirements, laws, regulations, or policies.

Upon reasonable notice and at any reasonable time, the Contractor and Subcontractor(s) agree to allow the State, the Comptroller of the Treasury, or their duly appointed representatives to perform information technology control audits of the Contractor and all Subcontractors used by the Contractor. Contractor will provide to the State, the Comptroller of the Treasury, or their duly appointed representatives access to Contractor and Subcontractor(s) personnel for the purpose of performing the information technology control audit. The audit may include interviews with technical and management personnel, physical or virtual inspection of controls, and review of paper or electronic documentation.

The Contractor must have a process for correcting control deficiencies that were identified in the State's or Comptroller of the Treasury's information technology audit. For any audit issues identified, the Contractor and Subcontractor(s) shall submit a corrective action plan to the State or the Comptroller of the Treasury which addresses the actions taken, or to be taken, and the anticipated completion date in response to each of the audit issues and related recommendations of the State or the Comptroller of the Treasury. The corrective action plan shall be provided to the State or the Comptroller of the Treasury upon request from the State or Comptroller of the Treasury and within 30 days from the issuance of the audit report or communication of the audit issues and recommendations. Upon request from the State or Comptroller of the Treasury, the Contractor and Subcontractor(s) shall provide documentation and evidence that the audit issues were corrected.

Each party shall bear its own expenses incurred while conducting the information technology controls audit.

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

METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

Director, Metro Public Health Department

Date

Chair, Board of Health

Date

APPROVED AS TO AVAILABILITY OF FUNDS:

Director, Department of Finance

Date

APPROVED AS TO RISK AND INSURANCE:

Director of Risk Management Services

Date

APPROVED AS TO FORM AND LEGALITY:

Metropolitan Attorney

Date

FILED:

Metropolitan Clerk

Date

DEPARTMENT OF HEALTH:

Ralph Alvarado, MD, FACP
Commissioner

Date



METRO NASHVILLE
ANIMAL CARE & CONTROL

Receipt Number: **R25-316061** **Metro Animal Care And Control**
5125 Harding Place, Nashville, TN 37211
(615) 862-7928

Person Information: **FRIENDS OF MACC**
P.O. BOX 291621
NASHVILLE, TN 37229
Phone: (615) 545-1675
Check / Card No:

Receipt Date: **Wednesday, February 12, 2025**

PID: **P207600**

| Item: | Animal ID: | Reference No: | Price: | Each: | Amount: |
|----------|------------|---------------|------------|-------|-----------|
| DONATION | | EMERGENCY I | \$12500.00 | 1 | 12,500.00 |
| DONATION | | SAFETY NET | 4000.00 | 1 | 4,000.00 |
| DONATION | | FOSTER PRO | 3750.00 | 1 | 3,750.00 |

Total Fees Due: **\$20250.00**

Payments: Cash: \$0.00
Check: \$20,250.00
Credit Card: \$0.00

Total Payments Received: **\$20250.00**

Thank You!

Change: \$0.00
Balance Due: \$0.00

Everyone deserves a second chance. 2651
\$7-1/840
2/12/25 Date
FRIENDS OF MACC
PO BOX 291621
NASHVILLE, TN 37229
Pay to the Order of Metro Animal Care & Control, \$20,250 ^{NO}/₁₀₀
Twenty thousand two hundred fifty ^{NO}/₁₀₀ Dollars
REGIONS BANK
TENNESSEE
#12,500 ER 3750F
For \$4,000 SN
MP

Rescued is My Breed of Choice Bradford Exchange Checks 1-800-325-8104 www.bradfordexchangechecks.com

Despite our best efforts, we can not guarantee the health of the animal you have adopted. If your new pet becomes sick within 72 hours (3 working days), please return the animal to Metro Animal Care and Control and our veterinarian will examine the animal. If you choose to take your sick pet to a private veterinarian, you will be responsible for all costs incurred. **No refunds of the adoption fee offered after ten (10) days.**

Adoption and Reclaim Hours
Sunday-Saturday 10 AM-4 PM
Thursday 10 AM-6 PM

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

METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

Director, Metro Public Health Department

Date

Chair, Board of Health

Date

APPROVED AS TO AVAILABILITY OF FUNDS:

Director, Department of Finance

Date

APPROVED AS TO RISK AND INSURANCE:

Director of Risk Management Services

Date

APPROVED AS TO FORM AND LEGALITY:



Metropolitan Attorney

Date

FILED:

Metropolitan Clerk

Date

| | | | | | |
|--|--------------|---|--------------------------|---|------------------------------------|
|  GOVERNMENTAL GRANT CONTRACT (cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities) | | | | | |
| Begin Date July 1, 2025 | | End Date June 30, 2026 | | Agency Tracking # 34360-89826 | |
| Grantee Legal Entity Name Metropolitan Government of Nashville and Davidson County | | | | | Edison ID 4 |
| Subrecipient or Recipient <input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Recipient | | Assistance Listing Number 93.944 and 93.898 Grantee's fiscal year end June 30 | | | |
| Service Caption (one line only) Tennessee Breast and Cervical Screening Program | | | | | |
| Funding — | | | | | |
| FY | State | Federal | Interdepartmental | Other | TOTAL Grant Contract Amount |
| 2025 | \$87,300.00 | \$245,800.00 | | | \$333,100.00 |
| | | | | | |
| | | | | | |
| | | | | | |
| TOTAL: | \$87,300.00 | \$245,800.00 | | | 333,100.00 |
| Grantee Selection Process Summary | | | | | |
| <input type="checkbox"/> Competitive Selection | | | | | |
| <input checked="" type="checkbox"/> Non-competitive Selection | | The Tennessee Breast and Cervical Screening Program contracts with the metropolitan health departments to provide services to the residents of the respective county. They are the only county based agency that can implement the program and provide access to TennCare in the respective county for treatment if a client is diagnosed with these cancers. | | | |
| Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.  | | | CPO USE - GG | | |
| Speed Chart (optional) HL00000778/ HL00006858 | | Account Code (optional) 71301000 | | | |

**GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF HEALTH
AND
METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY**

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Health, hereinafter referred to as the "State" or the "Grantor State Agency" and Grantee Metropolitan Government of Nashville and Davidson County, hereinafter referred to as the "Grantee," is for the provision of Tennessee Breast and Cervical Screening Program, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 4

A. SCOPE OF SERVICES AND DELIVERABLES:

- A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.2. Service Definitions.
- a. Accrual is a charge for work that has been done but not yet invoiced, for which provision is made at the end of a financial period.
 - b. Barriers are defined as circumstances, real or perceived, that would prevent a Client from obtaining services. These can include but are not limited to transportation, child or adult care, scheduling, and translation services.
 - c. Client/Patient navigation is defined as individualized assistance provided to clients to facilitate timely access to quality care by helping overcome barriers. Navigation also includes education to help clients understand the medical system and improve health literacy.
 - d. Family Planning Program, or FP, is the state-wide program that provides a variety of reproductive health services to eligible individuals. These can include but are not limited to education and services relating to achieving and preventing pregnancy, and preventative health strategies.
 - e. Health equity is the opportunity for an individual to attain their full health potential and no one is disadvantaged from achieving this potential because of social position or other socially determined circumstances.
 - f. Maternal Child Health, or MCH, is the state-wide program
 - g. Minimum Data Elements, or MDEs, are the data points required by the NBCCEDP, in order to meet program requirements.
 - h. National Breast and Cervical Cancer Early Detection Program, or NBCCEDP is the federal program that provides funding to TBCSP and outlines the requirements of Evidence Based Intervention or EBI activities. EBI is a concept or strategy that is derived from or informed by objective evidence..
 - i. Presumptive Eligibility, or PE, is the state-wide program through TennCare that provides a special category of immediate coverage for eligible individuals who are pregnant or have been diagnosed with breast or cervical cancer or pre-cancerous conditions.
 - j. Tennessee Breast and Cervical Screening Program, or TBCSP, is the state-wide program that provides breast and cervical screening services to eligible individuals.

These include but are not limited to mammograms, cytology paps, Human Papillomavirus (HPV) testing, colposcopy, biopsy, and wellness exams.

- A.3. Service Goals. The goal of this contract is to improve health equity by increasing access to needed services including wellness exams, screenings, follow-ups, and referrals by providing Client/Patient navigation services that help clients overcome barriers and improve health literacy.
- A.4. Service Recipients. Service recipients are individuals in need of navigation through the continuum of care for health services through Department of Health offered programs including but not limited to TBCSP, FP, and PE. Priority should be given to recipients that are uninsured or underinsured, are low-income, are facing significant barriers to care, and who may not receive services without navigation.
- A.5. Service Description. The Grantee shall;
- a. The Grantee shall provide all service and deliverables as required , described, and detailed by this Scope of Services and shall meet all service and delivery timelines specified in the Scope of Services section or elsewhere in this Grant Contract. The Scope of Service may be subject to changes in accordance with NBCCEDP or other federal program requirements.
 - b. The Grantee shall provide the following activities at a minimum related to client navigation:
 1. Assess client barriers to care
 2. Help resolve client barriers, including the provision of a language interpreter when needed
 3. Track and follow up with clients to monitor compliance with referrals, screenings, diagnostics, and/or treatment
 4. Provide education and support to clients
 5. Assess whether the client has a medical home for primary care services and documents/refer as needed
 6. Document barriers, resolution of barriers, and any other assistance provided in client medical records
 - c. Clients should be evaluated for program eligibility for TBCSP, FP, PE and other Department of Health offered services (including but not limited to WIC, Quitline, breastfeeding, etc.) and referred or enrolled accordingly. Resources and referrals to other state agency programs will be provided when necessary.
 - d. The Grantee shall be responsible for the training of all staff at their respective clinic(s)/organization on navigation and services available. This should include at least one (1) in-service training annually or more frequently as needed or requested by staff or as needed based on quality assurance activities.
 - e. The Grantee shall perform at least one (1) evidence-based outreach activity per quarter in the form of active enrollment and engagement activities as required by the State.
 1. Outreach must specifically involve client interaction, screening, and/or enrollment into applicable programs. Outreach activities should not include passive participation in health fairs or the dropping off of materials at any site.
 - f. The Grantee shall attend all monthly meetings and/or trainings related to TBCSP, FP, PE, and others as required by the state.

- g. The Grantee shall perform designated TBCSP activities, which in addition to the above-mentioned items, also include at a minimum:
 - 1. Participate in quality assurance activities as outlined in the TBCSP Manual or as otherwise designated by the state. This includes but is not limited to:
 - i. Monitoring of screening and referral providers for compliance with TBCSP requirements
 - ii. Reviewing monthly incomplete and pending and data quality improvement reports, using this information to inform patient navigation services and making data updates/corrections as needed
 - iii. Reviewing biannual Minimum Data Element (MDE) reports and making corrections as needed within timeframes specified by the state
 - 2. Participate in the appropriate regional Tennessee Cancer Coalition (TC2) by attending all scheduled meetings. Participation should include the contribution of knowledge and local expertise of TBCSP, gathering of available resources to share, and supporting state cancer plan development and implementation.

A.6. Service Reporting.

- a. The Grantee shall submit data on navigated clients as required/using the method specified by the state.
- b. The Grantee shall submit a progress report that catalogs the activities taking place in the previous six (6) months and that details successes, challenges, and other requirements as specified by the State. The reports are due on or before December 31st and June 30th each year.
- c. The Grantee shall provide Accrual data to the Program Director no later than June 15 in a format provided by the State.

A.7. Inspection and Acceptance. Acceptance of the work outlined above will be made by the Granter State Agency or its authorized representatives through reports, teleconference, site visits and/or other periodic reviews. The Granter State Agency will make the final determination in terms of acceptance of the work being performed under this Contract.

A.8. In the event that the Grantee is subject to an audit in accordance with Section D.19. hereunder, the Grantee shall log in to their account on the Edison Supplier Portal to complete the Information for Audit Purposes (IAP) and End of Fiscal Year (EOFY) eForms.

A.9. No funds awarded under this Grant Contract shall be used for lobbying federal, state, or local officials.

A.10. Incorporation of Federal Award Identification Worksheet. The federal award identification worksheet, which appears as **Attachment 1**, is incorporated in this Grant Contract.

A.11. HIPAA Compliance

Grantees: The Grantee must execute a business associate agreement ("BAA") if: (a) the contracting State Agency is a "covered entity" as defined by the Privacy Rules; and (b) the Grantee will provide services to the contracting State Agency that involve Grantee's access to protected health information ("PHI") as defined by the Privacy Rules.

Subcontractors: The Grantee must execute a BAA with a subcontractor if the subcontractor creates, receives, maintains, or transmits PHI on behalf of the Grantee.

B. TERM OF CONTRACT:

This Grant Contract shall be effective for the period beginning on July 1, 2025 ("Effective Date") and ending on June 30, 2026, ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Three Hundred Thirty Three Thousand One Hundred Dollars (\$333,100.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as **Attachment 2** is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.
- C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.
- C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices (**Attachment 3**) 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:

Maria Campos Araujo, Program Director, TN Breast and Cervical Screening Program
Tennessee Department of Health
Division of Family Health and Wellness
7th Floor, Andrew Johnson Tower
710 James Robertson Parkway
Nashville, Tennessee 37243
(615) 927-2692
Maria.Camposaraujo@tn.gov

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
- (1) Invoice/Reference Number (assigned by the Grantee).
 - (2) Invoice Date.
 - (3) Invoice Period (to which the reimbursement request is applicable).
 - (4) Grant Contract Number (assigned by the State).
 - (5) Grantor: Department of Health, Division of Family Health and Wellness.
 - (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.
- (4) An invoice under this Grant Contract shall be presented to the State within thirty (30) days after the end of the calendar month in which the subject costs were incurred or services were rendered by the Grantee. An invoice submitted more than thirty (30) days after such date will NOT be paid. The State will not deem such Grantee costs to be allowable and reimbursable by the State unless, at the sole discretion of the State, the failure to submit a timely invoice is warranted. The Grantee shall submit a special, written request for reimbursement with any such untimely invoice. The request must detail the reason the invoice is untimely as well as the Grantee's plan for submitting future invoices as required, and it must be signed by a Grantee agent that would be authorized to sign this Grant Contract.

C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may move up to twenty percent (20%) of a line-item amount to another line item category provided that any increase is off-set by an equal reduction of other line-item amount(s) and the total Grant Contract amount detailed by the Grant Budget does not increase. An increase of any line item funded at zero dollars (\$0.00) shall require prior approval of the Grantor State Agency.

C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit a grant disbursement reconciliation report within thirty (30) days following the end of each quarter and a final invoice and final grant disbursement reconciliation report within forty-five (45) days of the Grant Contract end date and in form and substance acceptable to the State (**Attachment 4**).

- a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.
- b. The State shall not be responsible for the payment of any invoice submitted to the State after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.

- c. The Grantee's failure to provide a final grant disbursement reconciliation report to the State as required by this Grant Contract shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the State pursuant to this Grant Contract.
 - d. The Grantee must close out its accounting records at the end of the Term in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.
- C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Central Procurement Office Policy Statement 2013-007 or any amendments or revisions made to this policy statement during the Term.
- C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.
- C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.
- C.12. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.
- C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.
- a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").
 - b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are

not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

- D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.
- D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate this Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.
- D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.
- D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.
- D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

- c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352.

- D.8. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective party as set out below:

The State:

Maria Campos Araujo, Program Director, TN Breast and Cervical Screening Program
Tennessee Department of Health
Division of Family Health and Wellness
7th Floor, Andrew Johnson Tower
710 James Robertson Parkway
Nashville, Tennessee 37243
Maria.Camposaraujo@tn.gov
Telephone # (615) 927-2692

The Grantee:

Joanna Shaw-KaiKai, MD, Interim Director
Metropolitan Government of Nashville and Davidson County
2500 Charlotte Avenue
Nashville, Tennessee 37209-4129
Joanna.shaw-kaikai@nashville.gov
Telephone# (615) 340-7779

A change to the above contact information requires written notice to the person designated by the other party to receive notice.

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

- D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.10. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee

shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

- D.11. HIPAA Compliance. As applicable, the State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.
- a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.
 - b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.
 - c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.
- D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:
- NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454.
- The sign shall be on the form prescribed by the Comptroller of the Treasury. The Grantor State Agency shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from the Grantee, provide Grantee with any necessary signs.
- D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.
- D.14. Licensure. The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.
- D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the

final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

The records shall be maintained in accordance with Governmental Accounting Standards Board (GASB) Accounting Standards or the Financial Accounting Standards Board (FASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.

In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

Grant expenditures shall be made in accordance with local government purchasing policies and procedures and purchasing procedures for local governments authorized under state law.

The Grantee shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.

The Grantee shall establish a system of internal controls that utilize the COSO Internal Control - Integrated Framework model as the basic foundation for the internal control system. The Grantee shall incorporate any additional Comptroller of the Treasury directives into its internal control system.

Any other required records or reports which are not contemplated in the above standards shall follow the format designated by the head of the Grantor State Agency, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.

- D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an **Attachment 5** to the Grant Contract.
- D.19. Audit Report. The Grantee shall be audited in accordance with applicable Tennessee law.

At least ninety (90) days before the end of its fiscal year, the Grantee shall complete the Information for Audit Purposes ("IAP") form online (accessible through the Edison Supplier portal) to notify the State whether or not Grantee is subject to an audit. The Grantee should submit only one, completed form online during the Grantee's fiscal year. Immediately after the fiscal year has ended, the Grantee shall fill out the End of Fiscal Year ("EOFY") (accessible through the Edison Supplier portal).

When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public.

- D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, or contracted services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision and for use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.317—200.327 when procuring property and services under a federal award.

The Grantee shall obtain prior approval from the State before purchasing any equipment under this Grant Contract.

For purposes of this Grant Contract, the term “equipment” shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds ten thousand dollars (\$10,000.00).

- D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.
- D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- D.23. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State's total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.
- D.24. Force Majeure. “Force Majeure Event” means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State

within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.

- D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.
- D.26. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.
- D.27. No Acquisition of Equipment or Motor Vehicles. This Grant Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under this Grant Contract.
- D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl
- D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.
- D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.
- D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.
- D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
- D.34. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:

- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
- b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
- c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
- d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Grantee shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified, or presently fall under any of the prohibitions of sections a-d.

- D.35. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with the requirements of this Grant Contract and applicable state and federal law. All material, information, and data regardless of form, medium or method of communication, that the Grantee will have access to, acquire, or is provided to the Grantee by the State or acquired by the Grantee on behalf of the State shall be regarded as "Confidential Information." The State grants the Grantee a limited license to use the Confidential Information but only to perform its obligations under the Grant Contract. Nothing in this Section shall permit Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Grantee due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required under state or federal law or otherwise authorized in writing by the State. Grantee shall take all necessary steps to safeguard the confidentiality of such Confidential Information in conformance with the requirements of this Grant Contract and with applicable state and federal law.

As long as the Grantee maintains State Confidential Information, the obligations set forth in this Section shall survive the termination of this Grant Contract.

- D.36. State Sponsored Insurance Plan Enrollment. The Grantee warrants that it will not enroll or permit its employees, officials, or employees of contractors to enroll or participate in a state sponsored health insurance plan through their employment, official, or contractual relationship with Grantee unless Grantee first demonstrates to the satisfaction of the Department of Finance and Administration that it and any contract entity satisfies the definition of a governmental or quasigovernmental entity as defined by federal law applicable to ERISA.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. 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. Printing Authorization. The Grantee agrees that no publication coming within the jurisdiction of Tenn. Code Ann. § 12-7-101, *et seq.*, shall be printed pursuant to this Grant Contract unless a printing authorization number has been obtained and affixed as required by Tenn. Code Ann. § 12-7-103(d).

- E.3. Work Papers Subject to Review. The Grantee shall make all audit, accounting, or financial analysis work papers, notes, and other documents available for review by the Comptroller of the Treasury or his representatives, upon request, during normal working hours either while the analysis is in progress or subsequent to the completion of this Grant Contract.
- E.4. 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.5. Equal Opportunity. As a condition for receipt of grant funds, the Grantee agrees to comply with 41 C.F. R. § 60-1.4 as that section is amended from time to time during the term.
- E.6. Federal Funding Accountability and Transparency Act (FFATA).

This Grant Contract requires the Grantee to provide supplies or services that are funded in whole or in part by federal funds that are subject to FFATA. The Grantee is responsible for ensuring that all applicable FFATA requirements, including but not limited to those below, are met and that the Grantee provides information to the State as required.

The Grantee shall comply with the following:

- a. Reporting of Total Compensation of the Grantee's Executives.
- (1) The Grantee shall report the names and total compensation of each of its five most highly compensated executives for the Grantee's preceding completed fiscal year, if in the Grantee's preceding fiscal year it received:
 - i. 80 percent or more of the Grantee's annual gross revenues from Federal procurement contracts and federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and sub awards); and
 - ii. \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act (and sub awards); and
 - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. § 78m(a), 78o(d)) or § 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>).

As defined in 2 C.F.R. § 170.315, "Executive" means officers, managing partners, or any other employees in management positions.
 - (2) Total compensation means the cash and noncash dollar value earned by the executive during the Grantee's preceding fiscal year and includes the following (for more information see 17 CFR § 229.402(c)(2)):
 - i. Salary and bonus.
 - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

- iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
 - v. Above-market earnings on deferred compensation which is not tax qualified.
 - vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.
- b. The Grantee must report executive total compensation described above to the State by the end of the month during which this Grant Contract is established.
 - c. If this Grant Contract is amended to extend its term, the Grantee must submit an executive total compensation report to the State by the end of the month in which the amendment to this Grant Contract becomes effective.
 - d. The Grantee will obtain a Unique Entity Identifier (SAM) and maintain its number for the term of this Grant Contract. More information about obtaining a Unique Entity Identifier can be found at: <https://www.gsa.gov>.

The Grantee's failure to comply with the above requirements is a material breach of this Grant Contract for which the State may terminate this Grant Contract for cause. The State will not be obligated to pay any outstanding invoice received from the Grantee unless and until the Grantee is in full compliance with the above requirements.

- E.7. Healthy Eating Requirements. Grant recipients who purchase or serve snacks or meals in conjunction with their performance under this Grant Contract shall provide only healthy foods. No high sugar beverage shall be served at any time. Fruits and vegetables shall be given preference in menu selections.
- E.8. Assistance Listing Number. When applicable, the Grantee shall inform its licensed independent public accountant of the federal regulations that require compliance with the performance of an audit. This information shall consist of the following Assistance Listing Numbers:
93.898 Cancer Prevention and Control Programs for State, Territorial and Tribal Organizations
93.994 Maternal and Child Health Services
- E.9. Information Technology Security Requirements (State Data, Audit, and Other Requirements).

- a. The Grantee shall protect State Data as follows:

- (1) The Grantee shall ensure that all State Data is housed in the continental United States, inclusive of backup data. All State data must remain in the United States, regardless of whether the data is processed, stored, in-transit, or at rest. Access to State data shall be limited to US-based (onshore) resources only.

All system and application administration must be performed in the continental United States. Configuration or development of software and code is permitted outside of the United States. However, software applications designed, developed, manufactured, or supplied by persons owned or controlled by, or subject to the jurisdiction or direction of, a foreign adversary, which the U.S. Secretary of Commerce acting pursuant to 15 CFR 7 has defined to include the People's Republic of China, among others are prohibited. Any testing of code outside of the United States must use fake data. A copy of production data may not be transmitted or used outside the United States.

- (2) The Grantee shall encrypt Confidential State Data at rest and in transit using the current version of Federal Information Processing Standard ("FIPS") 140-2 or 140-3 (or current applicable version) validated encryption technologies.
- (3) The Grantee shall implement and maintain privacy and security controls that follow the guidelines set forth in NIST 800-53, "Security and Privacy Controls for Federal Information Systems and Organizations," or NIST 800-171, "Protecting Controlled Unclassified Information in Nonfederal Systems and Organizations," as amended from time to time. Grantee shall meet annually, or as otherwise agreed, with the State to review the implementation of this Section. A "System Security Plan (SSP)" is required regardless of the type of third-party Controls Audit the Grantee obtains.

No additional funding shall be allocated for these examinations as they are included in the Maximum Liability of this Contract.

- (4) The Grantee must annually perform Penetration Tests and Vulnerability Assessments against its Processing Environment per the NIST 800-115 definition. "Processing Environment" shall mean the combination of software and hardware on which the Application runs. "Application" shall mean the computer code that supports and accomplishes the State's requirements as set forth in this Contract. "Penetration Tests" shall be in the form of attacks on the Grantee's computer system, with the purpose of discovering security weaknesses which have the potential to gain access to the Processing Environment's features and data. The "Vulnerability Assessment" shall be designed and executed to define, identify, and classify the security holes (vulnerabilities) in the Processing Environment. The Grantee shall provide a letter of attestation on its processing environment that penetration tests and vulnerability assessments has been performed on an annual basis and taken corrective action to evaluate and address any findings. The Grantee must provide a letter of attestation that includes a penetration testing and vulnerability assessments report that outlines risk exposure of the critical, high, and moderate risks and how they were mitigated, within 30 days of receiving the results.

In the event of an unauthorized disclosure or unauthorized access to State data, the State Strategic Technology Solutions (STS) Security Incident Response Team (SIRT) must be notified and engaged by calling the State Customer Care Center (CCC) at 615-741-1001. Any such event must be reported by the Grantee within twenty-four (24) hours after the unauthorized disclosure has come to the attention of the Grantee.

- (5) If a breach has been confirmed a fully un-modified third-party forensics report must be supplied to the State and through the STS SIRT. This report must include indicators of compromise (IOCs) as well as plan of actions for remediation and restoration. Grantee shall take all necessary measures to halt any further Unauthorized Disclosures.
- (6) Upon State request, the Grantee shall provide a copy of all Confidential State Data it holds. The Grantee shall provide such data on media and in a format determined by the State
- (7) Upon termination of this Contract and in consultation with the State, the Grantee shall destroy, and ensure all subcontractors shall destroy, all Confidential State Data it holds (including any copies such as backups) in accordance with the current version of National Institute of Standards and Technology ("NIST") Special Publication 800-88. The Grantee shall provide a written confirmation of destruction to the State within ten (10) business days after destruction.

b. Minimum Requirements

- (1) The Grantee and all data centers used by the Grantee to host State data, including those of all Subcontractors, must comply with the most current version of NIST 800-53, "Security and Privacy Controls for Federal Information Systems and Organizations," or NIST 800-171, "Protecting Controlled Unclassified Information in Nonfederal Systems and

Organizations,” with the State to review the implementation of this Section. The State must have proof of compliance with NIST 800-53 or NIST 800-171 in the form of a third-party audit at a minimum every two years or upon request. Davidson County Information Security Management Policies are located at:

<https://www.nashville.gov/departments/information-technology-services/information-security/information-security-policies>

- (2) The Grantee agrees to maintain the Application so that it will run on a current, manufacturer-supported Operating System. “Operating System” shall mean the software that supports a computer's basic functions, such as scheduling tasks, executing applications, and controlling peripherals.
 - (3) If the Application requires middleware or database software, Grantee shall maintain middleware and database software versions that are always fully compatible with current versions of the Operating System and Application to ensure that security vulnerabilities are not introduced.
 - (4) In the event of drive/media failure, if the drive/media is replaced, it remains with the State and it is the State's responsibility to destroy the drive/media, or the Grantee shall provide written confirmation of the sanitization/destruction of data according to NIST 800-88.
- c. Business Continuity Requirements. The Grantee shall maintain set(s) of documents, instructions, and procedures which enable the Grantee to respond to accidents, disasters, emergencies, or threats without any stoppage or hindrance in its key operations (“Business Continuity Requirements”). Business Continuity Requirements shall include:
- (1) “Disaster Recovery Capabilities” refer to the actions the Grantee takes to meet the Recovery Point and Recovery Time Objectives defined below. Disaster Recovery Capabilities shall meet the following objectives:
 - i. Recovery Point Objective (“RPO”). The RPO is defined as the maximum targeted period in which data might be lost from an IT service due to a major incident: 24 hour
 - ii. Recovery Time Objective (“RTO”). The RTO is defined as the targeted duration of time and a service level within which a business process must be restored after a disaster (or disruption) in order to avoid unacceptable consequences associated with a break in business continuity: 48 hours
 - (2) The Grantee and the Subcontractor(s) shall maintain a documented Disaster Recovery plan and shall share this document with the State when requested. The Grantee and the Subcontractor(s) shall perform at least one Disaster Recovery Test every three hundred sixty-five (365) days. A “Disaster Recovery Test” shall mean the process of verifying the success of the restoration procedures that are executed after a critical IT failure or disruption occurs. The Disaster Recovery Test shall use actual State Data Sets that mirror production data, and success shall be defined as the Grantee verifying that the Grantee can meet the State's RPO and RTO requirements. A “Data Set” is defined as a collection of related sets of information that is composed of separate elements but can be manipulated as a unit by a computer. The Grantee shall provide written confirmation to the State after each Disaster Recovery Test that its Disaster Recovery Capabilities meet the RPO and R 48TO requirements.

E. 10. Comptroller Audit Requirements.

When requested by the State or the Comptroller of the Treasury, the Grantee must provide the State or the Comptroller of the Treasury with a detailed written description of the EGrantee's information technology control environment, including a description of general controls and application controls. The Grantee must also assist the State or the Comptroller

of the Treasury with obtaining a detailed written description of the information technology control environment for any third or fourth parties, or Subcontractors, used by the Grantee to process State data and/or provide services under this Grant.

Grantee will maintain and cause its Subcontractors to maintain a complete audit trail of all transactions and activities in connection with this Grant, including all information technology logging and scanning conducted within the Grantee's and Subcontractor's information technology control environment. Upon reasonable notice and at any reasonable time, the Grantee grants the State or the Comptroller of the Treasury with the right to audit the Grantee's information technology control environment, including general controls and application controls. The audit may include testing the general and application controls within the Grantee's information technology control environment and may also include testing general and application controls for any third or fourth parties, or Subcontractors, used by the Grantee to process State data and/or provide services under this Grant. The audit may include the Grantee's and Subcontractor's compliance with NIST 800-53 or 800-171 and all applicable requirements, laws, regulations, or policies.

Upon reasonable notice and at any reasonable time, the Grantee and Subcontractor(s) agree to allow the State, the Comptroller of the Treasury, or their duly appointed representatives to perform information technology control audits of the Grantee and all Subcontractors used by the Grantee. Grantee will provide to the State, the Comptroller of the Treasury, or their duly appointed representatives access to Grantee and Subcontractor(s) personnel for the purpose of performing the information technology control audit. The audit may include interviews with technical and management personnel, physical or virtual inspection of controls, and review of paper or electronic documentation.

The Grantee must have a process for correcting control deficiencies that were identified in the State's or Comptroller of the Treasury's information technology audit. For any audit issues identified, the Grantee and Subcontractor(s) shall submit a corrective action plan to the State or the Comptroller of the Treasury which addresses the actions taken, or to be taken, and the anticipated completion date in response to each of the audit issues and related recommendations of the State or the Comptroller of the Treasury. The corrective action plan shall be provided to the State or the Comptroller of the Treasury upon request from the State or Comptroller of the Treasury and within 30 days from the issuance of the audit report or communication of the audit issues and recommendations. Upon request from the State or Comptroller of the Treasury, the Grantee and Subcontractor(s) shall provide documentation and evidence that the audit issues were corrected.

Each party shall bear its own expenses incurred while conducting the information technology controls audit.

- E.11. Personally Identifiable Information. While performing its obligations under this Grant Contract, Grantee may have access to Personally Identifiable Information held by the State ("PII"). For the purposes of this Grant Contract, "PII" includes "Nonpublic Personal Information" as that term is defined in Title V of the Gramm-Leach-Bliley Act of 1999 or any successor federal statute, and the rules and regulations thereunder, all as may be amended or supplemented from time to time ("GLBA") and personally identifiable information and other data protected under any other applicable laws, rule or regulation of any jurisdiction relating to disclosure or use of personal information ("Privacy Laws"). Grantee agrees it shall not do or omit to do anything which would cause the State to be in breach of any Privacy Laws. Grantee shall, and shall cause its employees, agents and representatives to: (i) keep PII confidential and may use and disclose PII only as necessary to carry out those specific aspects of the purpose for which the PII was disclosed to Grantee and in accordance with this Grant Contract, GLBA and Privacy Laws; and (ii) implement and maintain appropriate technical and organizational measures regarding information security to: (A) ensure the security and confidentiality of PII; (B) protect against any threats or hazards to the security or integrity of PII; and (C) prevent unauthorized access to or use of PII. Grantee shall immediately notify State: (1) of any disclosure or use of any PII by Grantee or any of its employees, agents and representatives in breach of this Grant Contract; and

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

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

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

METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

Director
Metro Public Health Department

Date

Chair, Board of Health

Date

APPROVED AS TO AVAILABILITY OF FUNDS:

Director, Department of Finance

Date

APPROVED AS TO RISK AND INSURANCE:

Director of Risk Management Services

Date

APPROVED AS TO FORM AND LEGALITY:

Metropolitan Attorney

Date

Metropolitan Mayor

Date

ATTEST:

Metropolitan Clerk

Date

DEPARTMENT OF HEALTH:

Ralph Alvarado, MD, FACP
COMMISSIONER

Date

Federal Award Identification Worksheet

| | |
|---|---|
| Subrecipient's name (must match name associated with its Unique Entity Identifier (SAM)) | NASHVILLE & DAVIDSON COUNTY, METROPOLITAN GOVERNMENT OF |
| Subrecipient's Unique Entity Identifier (SAM) | LGZLHP6ZHM55 |
| Federal Award Identification Number (FAIN) | NU58DP007124 |
| Federal award date | 06/05/2024 |
| Subaward Period of Performance Start and End Date | 06/30/2022 – 06/29/2027 |
| Subaward Budget Period Start and End Date | 06/30/2024 – 06/29/2025 |
| Assistance Listing number (formerly known as the CFDA number) and Assistance Listing program title. | 93.898 Cancer Prevention and Control Programs for State, Territorial and Tribal Organizations |
| Grant contract's begin date | 07/01/2025 |
| Grant contract's end date | 06/30/2026 |
| Amount of federal funds obligated by this grant contract | \$129,800.00 |
| Total amount of federal funds obligated to the subrecipient | |
| Total amount of the federal award to the pass-through entity (Grantor State Agency) | \$5,291,179.00 |
| Federal award project description (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA)) | Cancer Prevention & Control Programs |
| Name of federal awarding agency | DEPARTMENT OF HEALTH AND HUMAN SERVICES |
| Name and contact information for the federal awarding official | Ms. Karen Law Grants Management Specialist uep2@cdc.gov 404-498-1360 |
| Name of pass-through entity | Tennessee Department of Health |
| Name and contact information for the pass-through entity awarding official | Mrs. Crissy Hartsfield MBA crissy.hartsfield@tn.gov 615-741-5253 |
| Is the federal award for research and development? | No |
| Indirect cost rate for the federal award (See 2 C.F.R. §200.332 for information on type of indirect cost rate) | 7.9% |

Federal Award Identification Worksheet

| | |
|---|---|
| Subrecipient's name (must match name associated with its Unique Entity Identifier (SAM)) | NASHVILLE & DAVIDSON COUNTY, METROPOLITAN GOVERNMENT OF |
| Subrecipient's Unique Entity Identifier (SAM) | LGZLHP6ZHM55 |
| Federal Award Identification Number (FAIN) | NU58DP007124 |
| Federal award date | 06/05/2024 |
| Subaward Period of Performance Start and End Date | 06/30/2022 – 06/29/2027 |
| Subaward Budget Period Start and End Date | 06/30/2024 – 06/29/2025 |
| Assistance Listing number (formerly known as the CFDA number) and Assistance Listing program title. | 93.994 Maternal and Child Health Services |
| Grant contract's begin date | 07/01/2025 |
| Grant contract's end date | 06/30/2026 |
| Amount of federal funds obligated by this grant contract | \$116,000.00 |
| Total amount of federal funds obligated to the subrecipient | |
| Total amount of the federal award to the pass-through entity (Grantor State Agency) | \$2,755,148.00 |
| Federal award project description (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA)) | Maternal and Child Health Services |
| Name of federal awarding agency | DEPARTMENT OF HEALTH AND HUMAN SERVICES |
| Name and contact information for the federal awarding official | Leon L Harrison Grants Management Specialist Office of Federal Assistance Management (OFAM) / Division of Grants Management Office (DGMO) lharrison@hrsa.gov (301) 443-5809 |
| Name of pass-through entity | Tennessee Department of Health |
| Name and contact information for the pass-through entity awarding official | Elizabeth Harvey elizabeth.harvey@tn.gov 615-917-9608 |
| Is the federal award for research and development? | No |
| Indirect cost rate for the federal award (See 2 C.F.R. §200.332 for information on type of indirect cost rate) | N/A |

| GRANT BUDGET | | | | |
|---|---|-----------------------|------------------------------|----------------------|
| METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY | | | | |
| APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning July 1, 2025, and ending June 30, 2026. | | | | |
| | EXPENSE OBJECT LINE-ITEM CATEGORY ¹ | GRANT CONTRACT | GRANTEE PARTICIPATION | TOTAL PROJECT |
| | Salaries ² | \$234,200.00 | \$0.00 | \$234,200.00 |
| | Benefits & Taxes | \$75,000.00 | \$0.00 | \$75,000.00 |
| | Professional Fee/ Grant & Award ² | \$0.00 | \$0.00 | \$0.00 |
| | Supplies | \$3,200.00 | \$0.00 | \$3,200.00 |
| | Telephone | \$600.00 | \$0.00 | \$600.00 |
| | Postage & Shipping | \$0.00 | \$0.00 | \$0.00 |
| | Occupancy | \$0.00 | \$0.00 | \$0.00 |
| | Equipment Rental & Maintenance | \$0.00 | \$0.00 | \$0.00 |
| | Printing & Publications | \$0.00 | \$0.00 | \$0.00 |
| | Travel/ Conferences & Meetings ² | \$1,500.00 | \$0.00 | \$1,500.00 |
| | Interest ² | \$0.00 | \$0.00 | \$0.00 |
| | Insurance | \$0.00 | \$0.00 | \$0.00 |
| | Specific Assistance To Individuals ² | \$0.00 | \$0.00 | \$0.00 |
| | Depreciation ² | \$0.00 | \$0.00 | \$0.00 |
| | Other Non-Personnel ² | \$0.00 | \$0.00 | \$0.00 |
| | Capital Purchase ² | \$0.00 | \$0.00 | \$0.00 |
| | Indirect Cost (6% of Salaries and Benefits) | \$18,600.00 | \$0.00 | \$18,600.00 |
| | In-Kind Expense | \$0.00 | \$0.00 | \$0.00 |
| | GRAND TOTAL | \$333,100.00 | \$0.00 | \$333,100.00 |

¹ Each expense object line-item is defined by the U.S. OMB's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart E Cost Principles* (posted on the Internet at: <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-E>) and CPO Policy 2013-007 (posted online at <https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-library-.html>).

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

GRANT BUDGET LINE-ITEM DETAIL:

| SALARIES | Monthly Salary | | # of Months | | % of Effort | | Longevity (If applicable) | AMOUNT |
|---|-----------------------|---|--------------------|---|--------------------|---|----------------------------------|---------------|
| Emily Davis, Nurse Practitioner | \$10,674.91 | x | 12 | x | 80.00% | + | \$578.00 | \$103,057.14 |
| Oo Meh, Public Health Nurse | \$6,698.98 | x | 12 | x | 100.00% | + | | \$80,387.76 |
| Patricia Charlemagne, Office Support Representative | \$4,189.87 | x | 12 | x | 100.00% | + | \$440.00 | \$50,718.44 |
| ROUNDED TOTAL | | | | | | | | \$234,200.00 |

| TRAVEL/ CONFERENCES & MEETINGS | AMOUNT |
|---|---------------|
| TBCSP Annual State Conference | \$1,500.00 |
| ROUNDED TOTAL | \$1,500.00 |



Invoice Reimbursement Form

Contract #
Supplier Name
Program Name

Section 1: Contract Information (to be completed by TDH Accounts)

| | | | |
|-------------------|------------------|-----------------------|------------------------------|
| PO # (Req.) | PO Line # (Req.) | Receipt # (Req.) | Agency Invoice # |
| _____ | _____ | _____ | _____ |
| Edison Contract # | Edison Vendor # | Edison Address Line # | AP Attachment (check if yes) |
| _____ | _____ | _____ | _____ |

Section 2: Invoice Information (to be completed by Contractor/Grantee)

| | | | |
|---------------------|-------------------|--------------------|------------------|
| Contract Invoice # | Invoice Date | Service Start Date | Service End Date |
| _____ | _____ | _____ | _____ |
| Contract Start Date | Contract End Date | | |
| _____ | _____ | | |
| Contact Person Name | Phone # | | |
| _____ | _____ | | |

Remit Payment to:

Business Name

| | | | |
|----------------|-------|-------|-------|
| Street Address | City | State | ZIP |
| _____ | _____ | _____ | _____ |

| Budget Line Items | (A) Total Contract Budget | (B) Amount Billed YTD | (C) Monthly Expenditures Due |
|------------------------------------|---------------------------|-----------------------|------------------------------|
| Salaries | | | |
| Benefits | | | |
| Professional Fee/Grant/Award | | | |
| Supplies | | | |
| Telephone | | | |
| Postage and Shipping | | | |
| Occupancy | | | |
| Equipment Rental and Maintenance | | | |
| Printing and Publications | | | |
| Travel/Conferences and Meetings | | | |
| Interest | | | |
| Insurance | | | |
| Specific Assistance to Individuals | | | |
| Depreciation | | | |
| Other Non-Personnel | | | |
| Capital Purchase | | | |
| Indirect Costs | | | |
| TOTAL | | | |

[illegible]

Program Signature 1 Program Signature 2 Program Signature 3

Section 4: Authorized Signatures

Name: _____

Date: _____

Signature: _____

Name: _____

Date: _____

Signature: _____

Name: _____

Date: _____

Signature: _____

Section 5: Additional Comments

Section 6: Month to Month Expense Tracking Sheet (Not Required by F&A Accounts Payable)

| Budget Line Items | Budget Amt | Jul Expenses | Aug Expenses | Sep Expenses | Oct Expenses | Nov Expenses | Dec Expenses | Jan Expenses | Feb Expenses | Mar Expenses | Apr Expenses | May Expenses | Jun Expenses | YTD Totals | Balance Remaining |
|---------------------------------------|---------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|---------------|----------------------|
| Salaries | | | | | | | | | | | | | | | |
| Benefits | | | | | | | | | | | | | | | |
| Fee/Grant/Award | | | | | | | | | | | | | | | |
| Supplies | | | | | | | | | | | | | | | |
| Telephone | | | | | | | | | | | | | | | |
| Postage and Shipping | | | | | | | | | | | | | | | |
| Occupancy | | | | | | | | | | | | | | | |
| Equipment Rental and Maintenance | | | | | | | | | | | | | | | |
| Printing and Publications | | | | | | | | | | | | | | | |
| Travel/Conferences and Meetings | | | | | | | | | | | | | | | |
| Interest | | | | | | | | | | | | | | | |
| Insurance | | | | | | | | | | | | | | | |
| Specific Assistance to Individuals | | | | | | | | | | | | | | | |
| Depreciation | | | | | | | | | | | | | | | |
| Other Non-Personnel | | | | | | | | | | | | | | | |
| Capital Purchase | | | | | | | | | | | | | | | |
| Indirect Costs | | | | | | | | | | | | | | | |
| Totals | | | | | | | | | | | | | | | |

REPORTING TEMPLATE

Introduction

Reporting Template has three parts:

- Schedule A,
 - Schedule B, and
 - Schedule C which are Program Expense Reports (PER), Program Revenue Reports (PRR) and Reconciliation Between Total and Reimbursable Expenses and Total Expense Summary Report.
- Program Expense Reports (PER), Program Revenue Reports (PRR) and Reconciliation Between Total and Reimbursable Expenses and Total Expense Summary Report including Schedule A-1 and Schedule B-1 must be submitted in the same format/the same column heading each quarter. The final Report (definition can be found in grant contract agreement) must be approved by the contracting state agency.

Schedule Headings

At the top of each schedule, the name of the reporting contractor/grantee and the period covered by the report need to be entered. The period of the report should always be the most recent quarter ended and report programs in the same sequence as the previous quarter.

Column Headings

For each program for Schedule A and B, Contracting State Agency, Program Name, Assistance Listing Number/Program Number, Edison Contract Number, and Grant/Contract Term should be entered. These can be found in the grant contract agreement.

- The Contracting State Agency is for the state agency who awards the grant and initiates the contract agreement.
- The Program Name is the title to describe the program or the title that corresponds to the Federal Assistance Listing number.
- The Assistance Listing Number/Program Name is a number assigned to identify the Federal Assistance Listings under which the subaward was made by the contracting State agency.
- The Edison contract number is the number assigned by the contracting state agency and should include the amendment number, if any. This can be found in the grant contract agreement.
- The grant/contract term is the beginning and ending dates of the grant/contract. This can be found in the grant contract agreement.

Program Columns

Program expense columns (Quarter-To-Date and Year-To-Date) are for reporting direct program expenses. Direct program expenses that benefit more than one program (i.e., allocable-direct costs) may be allocated to the benefitted programs within the expense categories. The cognizant state agency should approve the method used for cost allocations and the contacting state agency should abide by the cost allocation approved by the cognizant state agency.

The Quarter-To-Date column can be used to capture all expenses for the specific quarter. For example, the expenses for the 2nd quarter (from 10/1/22 to 12/31/2022) can be entered in this column.

All accumulated expenses for each program can be entered in Year-To-Date column. For example, if a grantee/organization has entered the expenses for the 2nd quarter in Quarter-To-Date column, all accumulated expenses for the 1st quarter and the 2nd quarter should be entered in Year-To-Date column.

Do not send a worksheet that is linked to another file

E-mail completed files to: policy2013_007.amo.health@tn.gov

or Mailing Address:

Rushdi Eskarous
Tennessee Department of Health
Fiscal Services
6th Floor Andrew Johnson Tower
710 James Robertson Parkway
Nashville, TN 37243

Telephone: 615-741-2974

QUESTIONS:

Angela Sumner: angela.sumner@tn.gov

Rushdi Eskarous: rushdi.eskarous@tn.gov

PROGRAM EXPENSE REPORT (PER) SCHEDULE A

Purpose/Scope

The Program Expense Report (PER Schedule A) contains expenses by the detailed line items and then summarizes by subtotals or total. This schedule can be used for any grants received from a state agency or multiple state agencies.

These expenses include direct and allocated direct program expenses in each line item. Per 2 CFR Part 200.413, direct costs are those costs that can be identified specifically with a particular final cost objective, such as a grant, or other internally or externally funded activity, or that can be directly assigned to such activities relatively easily with a high degree of accuracy. Per 2 CFR Part 200.405, allocable direct costs are those that benefit more than one program, but do not fall under the criteria of indirect costs.

Except for depreciation, every expense reported in Lines 1 through 21 must represent an actual cash disbursement or accrual (as defined in the Basis for Reporting Expenses/Expenditures section on page 1 of this instructions). If more than two programs (e.g., four programs), complete multiple Schedule As to report all four program expenses.

Instruction for Expenses by Object Line-Items

Line 1

Salaries and Wages

Enter the amount of compensation, fees, salaries, bonuses, severance payments, and wages paid to program directors, program managers/staffs, and employees.

References:

[2 CFR Part 200.430](#)

Form 990 Part IX line 5, 7

Line 2

Employee Benefits & Payroll Taxes

Enter (a) the grantee's/organization's contributions to pension plans and to employee benefit programs such as health, life, and disability insurance; and (b) the grantee's/organization's portion of payroll taxes such as social security, Medicare taxes, and unemployment and workers' compensation insurance.

References:

[2 CFR Part 200.431](#)

Form 990 Part IX lines 8, 9, 10

Line 3

Total Personnel Expenses

Add lines 1 Salaries and Wages and 2 Employee Benefits & Payroll Taxes.

Line 4

Professional Fees

Enter the costs/fees of professionals, consultants, and personal-service contractors who are not officers or employees of the grantee/organization. These include legal, accounting, and auditing fees.

References:

[2 CFR Part 200.459](#)

Form 990 Part IX line 11

Line 5 Supplies

Enter the grantee's/organization's expenses for office supplies, housekeeping supplies, and other supplies.

References:

[2 CFR Part 200.453](#)

Form 990 Part IX line 13

Line 6 Telecommunication

Enter the grantee's/organization's expenses for telephone, cellular phones, beepers, telegram, FAX, telephone equipment maintenance, internet, cloud servers, and other related expenses.

References:

[2 CFR Part 200.471](#)

Form 990 Part IX line 13

Line 7 Postage and Shipping

Enter the grantee's/organization's expenses for postage, messenger services, overnight delivery, outside mailing service fees, freight and trucking, and maintenance of delivery and shipping vehicles. Include vehicle insurance here or on line 14.

References:

[2 CFR Part 200.474](#)

Form 990 Part IX line 13

Line 8 Occupancy

Enter the grantee's/organization's expenses for use of office space and other facilities including rent, heat, light, power, other utilities, outside janitorial services, mortgage interest, real estate taxes, and similar expenses. Include property insurance here or on line 14.

References:

[2 CFR Part 200.465](#)

Form 990 Part IX line 16

Line 9 Equipment Rental and Maintenance

Enter the grantee's/organization's expenses for renting and maintaining computers, copiers, postage meters, other office equipment, and other equipment, except for telecommunications, truck, and automobile expenses, reportable on lines 6, 7, and 11, respectively.

References:

[2 CFR Part 200.452](#)

Form 990 Part IX line 13

Line 10 Printing and Publications

Enter the grantee's/organization's expenses for producing printed materials, purchasing books and publications, buying subscriptions to publications, publication costs for electronic and print media, and page charges for professional journal publications.

References:

[2 CFR Part 200.461](#)

Form 990 Part IX line 13

Line 11

Travel

Enter the grantee's/organization's expenses for airfare, transportation, meals and lodging, subsistence, and related items incurred by employees on official business of the organization. These costs may be charged on an actual cost basis, on a per diem or mileage basis in lieu of actual costs incurred, consistent with those normally allowed in like circumstances in the organization's non-federal/state-funded activities and in accordance with organization's written travel reimbursement policies. Include gas and oil, repairs, licenses and permits, and leasing costs for company vehicles. Include travel expenses for meetings and conferences. Include vehicle insurance here or on line 14.

If an organization does not have the written travel reimbursement policies, they may use the State Travel policy which is:

[F&A Policy 08 Comprehensive State Travel Regulations.](#)

References:

[2 CFR Part 200.475](#)

Form 990 Part IX line 17

Line 12

Conference and Meetings

Enter the grantee's/organization's expenses for conducting or attending meetings, conferences, seminars, retreats, and conventions including registration fees. When host of conference, include rental of facilities, speakers' fees and expenses, costs of meals and refreshment (food and beverages), and printed materials for the conference.

References:

[2 CFR Part 200.432](#)

Form 990 Part IX line 19

Line 13

Interest

Enter the interest expense for the business related loans and interest costs that are related to capital leases on equipment, trucks and automobiles, and other notes and loans. Do not include mortgage interest reportable on line 8.

References:

[2 CFR Part 200.449](#)

Form 990 Part IX line 20

Line 14

Insurance

Enter the grantee's/organization's expenses for liability insurance, fidelity bonds, and other insurance. Do not include employee-related insurance reportable on line 2. Do not include shipping vehicle, property, and organization vehicles for travel if reported on lines 7, 8, or 11 respectively.

References:

[2 CFR Part 200.447](#)

Form 990 Part IX line 23

Line 15 Grants and Awards

Enter the grantee's/organization's awards, grants, subsidies, and other pass-through expenditures to other organizations. Include allocations to affiliated organizations. Include in-kind grants to other organizations. Include scholarships, tuition payments, travel allowances, and equipment allowances to clients. These expenses will not include when calculating Administrative Expense in line 22.

References:

[2 CFR Part 200.1](#)

Form 990 Part IX line 1

Line 16 Specific Assistance to Individuals

Enter the grantee's/organization's direct payment for expenses of clients, patients, and individual beneficiaries. Include such expenses as medicines, medical and dental fees, children's board, food and homemaker services, clothing, transportation, insurance coverage, scholarships, fellowships, stipends, research grants, wage supplements, and similar payments.

References:

[2 CFR Part 200.456](#)

Form 990 Part IX line 2

Line 17 Depreciation

Enter the expenses the grantee's/organization's records for depreciation (the method for allocating the cost of fixed assets to periods benefitting from asset use) of equipment, buildings, leasehold improvements, and other depreciable fixed assets.

References:

[2 CFR Part 200.436](#)

Form 990 Part IX line 22

Line 18 Other Nonpersonnel Expenses

Enter the grantee's/organization's allowable expenses for Advertising, Information Technology, Bad Debts, Contingency Provisions, Fines and Penalties, Independent Research and Development, Organization Costs, Rearrangement and Alteration, Recruiting, and Taxes. Include the Organization's and Employees' Membership Dues in Associations and Professional Societies. Include other fees for the Organization's Licenses, Permits, and Registrations, etc.

NOTE: Expenses reportable on lines 1 through 17 should not be reported as an additional expense category on line 18. A description should be attached for each additional category entered on line 18. The contracting state agency may determine these requirements in the grant contract agreement.

a) Advertising:

Enter expenses paid for advertising. Include amounts for print and electronic media advertising. Also include internet site link costs, signage costs, and advertising costs for the organization's in-house fundraising campaigns.

References:

[2 CFR Part 200.421](#)

Form 990 Part IX line 12

b) Information Technology:

Enter expenses for information technology, including hardware, software, and support services such as maintenance, help desk, and other technical support services. Also include expenses for infrastructure support, such as website design and operations, virus protection and other information security programs and services to keep the organization's website operational and secured against unauthorized and unwarranted intrusions, and other information technology contractor services.

References:

[2 CFR Part 200.1](#)

Form 990 Part IX line 14

c) Bad Debts:

Enter expense amounts for losses (whether actual or estimated) arising from uncollectable accounts and other claims, related collection costs, and related legal costs.

References:

[2 CFR Part 200.426](#)

Form 990 Part IX line 24

d) Contingency Provisions:

Enter expense amounts for contributions to a contingency reserve or any similar provision made for events the occurrence of which cannot be foretold with certainty as to time, intensity, or with an assurance of their happening.

References:

[2 CFR Part 200.433](#)

Form 990 Part IX line 24

e) Fines and Penalties:

Enter costs of fines and penalties resulting from violations of, or failure of the organization to comply with Federal, State, and local laws and regulations except when incurred as a result of compliance with specific provisions of an award or instructions in writing from the awarding agency.

References:

[2 CFR Part 200.441](#)

Form 990 Part IX line 24

f) Independent Research and Development:

Enter the expenses of all research activities, including the training of individuals in research techniques.

References:

[2 CFR Part 200.1](#)

Form 990 Part IX line 24

g) Organization Costs:

Enter expenses such as incorporation fees, brokers' fees, fees to promoters, and organizers.

References:

[2 CFR Part 200.455](#)

Form 990 Part IX line 24

h) Rearrangement and Alteration:

Enter expenses incurred for ordinary or normal rearrangement and alteration of facilities. Include the expenses incurred in the restoration or rehabilitation of the organization's facilities.

References:

[2 CFR Part 200.462](#)

Form 990 Part IX line 24

i) Recruiting:

Enter expenses for recruiting staff and maintaining workload requirements, costs of "help wanted" advertising, operating costs of an employment office necessary to secure and maintain an adequate staff, costs of operating an aptitude and educational testing program and relocation costs incurred incident to recruitment of new employees.

References:

[2 CFR Part 200.463](#)

Form 990 Part IX line 24

j) Taxes:

Enter expenses for payment of taxes to the local government or state.

References:

[2 CFR Part 200.470](#)

Form 990 Part IX line 24

k) Organization's and Employee's Membership Dues in Associations and Professional Societies:

Enter expenses of the organization's membership or subscriptions in business, technical, and professional organizations.

References:

[2 CFR Part 200.454](#)

Form 990 Part IX line 24

Line 19

Total Nonpersonnel Expenses

Add lines 4 Professional Fees through 18 Other Non-personnel Expenses.

Line 20

Reimbursable Capital Purchases

Enter the organization's purchases of fixed assets. Include land, equipment, buildings, leasehold improvements, and other fixed assets.

References:

[2 CFR Part 200.439](#)

Form 990 Part X line 10a or Schedule D Part VI

Line 21 Total Direct Program Expenses

Add Line 3 Total Personnel Expenses, and Line 19 Total Non-personnel Expenses, and Line 20 Reimbursable Capital Purchases. These expenses are the summary of the direct and allocated direct program expenses that entered in Line 1 Salaries and Wages through Line 20 Reimbursable Capital Purchases.

Reference:

[2 CFR Part 200.405](#)

[2 CFR Part 200.413](#)

Form 990 Part IX, column B

Line 22 Administrative Expenses

The distribution will be made in accordance with an allocation plan approved by your cognizant state agency. Pass-through funds (Line 15 Grants and Awards) are not included when computing administrative expenses.

References:

[2 CFR Part 200.414](#)

Form 990 Part IX, Column C

Line 23 Total Direct Program and Administrative Expenses

Line 23 is the total of Line 21 Total Direct Program Expenses and Line 22 Administrative Expenses. Total Direct Program and Administrative Expenses (Line 23) Year To Date (if quarter end 3/31/2023) should agree with Total of YTD (Year To Date) Actual Expenditures Through 3/31/2023 (Column E) of the Invoice for Reimbursement.

Line 24 In-Kind Expenses

In-kind Expenses is for reporting the value of contributed resources (non-cash) applied to the program. Approval and reporting guidelines for in-kind contributions will be specified by those contracting state agencies who allow their use toward earning grant funds.

References:

[2 CFR Part 200.434](#)

Form 990 Part XI line 6

Line 25 Total Program Expenses

The sum of Line 23 Total Direct Program and Administrative Expenses and Line 24 In-kind Expenses goes on this line.

PROGRAM EXPENSE REPORT (PER) SCHEDULE A-Q1-Q4

Purpose/Scope

This template tracks expenses for all the quarters and summarizes in the Year-To-Date column. The Year-To-Date column can be linked to Year-To-Date column of the Schedule A.

Additionally, this schedule provides the Grant Budget Amount (from grant contract agreement) column and the Over/(Under) Budget Amount column which compares cumulative Year-To-Date expenses to Grant Budget Amount.

Instruction for Expenses by Object Line-Items

The instructions for expense line items are the same as Schedule A.

PROGRAM REVENUE REPORT AND RECONCILIATION BETWEEN TOTAL PROGRAM AND REIMBURSABLE EXPENSES SCHEDULE B

Purpose/Scope

Program Revenue Report (PRR) and Reconciliation Between Total and Reimbursable Expenses, Schedule B, are intended to capture all revenue by the detailed source and reconcile total program expenses and reimbursable expenses. Each revenue column should match up with the Edison Contract Number and the Program Name from Schedule A and align with its corresponding expense column from the Schedule A. The Reconciliation of Total Program Expenses And Reimbursable Expenses, at the bottom of Schedule B, should be completed to show how Total Program Expenses (Line 51 of Schedule B or Line 25 of Schedule A) reconciles to the amount to be reimbursed.

If multiple programs exist, additional copies of the Schedule B can be used to enter all Program Revenue and Reconciliation Between Total and Reimbursable Expenses.

Additional supplemental schedules showing the Sources of Revenue in the aggregations may be attached, if needed. The contracting state agency may provide more guidance in the grant contract agreement.

Instruction for Sources of Revenue

• Reimbursable Program Funds

Line 31

Reimbursable Federal Program Funds

Enter the portion of Total Direct Program & Administrative Expenses reported on Line 23 of the Schedule A that are reimbursable from the Federal program funds.

Reference:
Form 990 Part VIII 1e

Line 32 Reimbursable State Program Funds

Enter the portion of Total Direct Program & Administrative Expenses reported on Line 23 of the Schedule A that are reimbursable from the state program funds.

Reference:
Form 990 Part VIII 1e

Line 33 Total Reimbursable Program Funds

Add Line 31 Reimbursable Federal Program Funds and Line 32 Reimbursable State Program Funds.

• Matching Revenue Funds

Note: matching requirements can be found in the grants contact agreement for the grants received from the contracting state agency.

Line 34 Other Federal Funds

Enter the matching portion (the grantee portion) of the program costs that will be covered by other Federal fund sources.

Reference:
Form 990 Part VIII 1e

Line 35 Other State Funds

Enter the matching portion (the grantee portion) of the program costs that will be covered by other State fund source.

Reference:
Form 990 Part VIII 1e

Line 36 Other Government Funds

Enter the matching portion (the grantee portion) of the program costs that will be covered by other government fund source.

Reference:
Form 990 Part VIII 1e

Line 37 Cash Contributions (Nongovernment)

Enter the matching portion (the grantee portion) of the cash contributions that were received from corporations, foundations, trusts, and individuals, United Ways, other not-for-profit organizations, and affiliated organizations. This is only applicable when the grantee has received contributions from above donors for this program and this is included as expense line-items of the Schedule A.

References:
Form 990 Part VIII 1f

Line 38 In-Kind Contributions (Equals Schedule A. Line 24)

Enter the matching portion (the grantee portion) of the direct and administrative in-kind contributions.

Approval and guidelines for valuation and reporting of in-kind contributions will be specified by those grantor agencies who allow their use toward program purposes.

References:

Form 990 Part VIII line 1f and Part XI line 6

Line 39 Program Income

Enter the matching portion (the grantee portion) of program income. For example, income from fees for services performed.

Reference:

Form 990 Part VIII line 2a to 2f

Line 40 Other Matching Revenue

Enter the matching portion of other revenues that are not included in lines 34 through 39.

References:

Form 990 Part VIII 3 through 11e

Line 41 Total Matching Revenue Funds

Add lines 34 through 40.

Line 42 Other Program Funds

Enter any other program revenues that are funded by the contracting state agency but are not reported as matching revenue funds on Line 41 Total Matching Revenue Funds. Example of this can be in-kind expenses (Line 24 of Schedule A), if any.

References:

Form 990 Part VIII 1a through 11e

Line 43 Total Revenue

Add lines 33, 41, and 42.

References:

Form 990 Part VIII 12

Instruction for Reconciliation Between Total and Reimbursable Expenses

Line 51 Total Program Expenses

This line is brought forward from Line 25 Total Program Expenses on Schedule A.

Line 52 Other Unallowable Expenses

Enter amount for Other Unallowable Expenses here. Some program expenses may not be reimbursable under certain grants. Example of this can be the in-kind expenses which is non-cash item. This will vary according to the contracting state agency and the type of grant or contract. Consult with the contracting state agency that funds the program for additional guidelines.

Line 53 Excess Administration

This line may be used to deduct allocated Administration and General expenses (indirect costs) in excess of the allowable percentage specified in the grant contract agreement or the indirect cost rate that is approved by the cognizant State agency. This line may also be used to deduct an adjustment resulting from limitations on certain components of Administration and General expenses. Consult with the contracting state agency that funds the program for additional guidelines.

Line 54 Matching Expenses

Total program expenses should be deducted from matching (cost sharing) expenses required by the program compliance. This portion can be specified as an amount or percentage to match the federal award. Program income (e.g., user fees or rental of real property) can be deducted from matching portion.

Line 55 Reimbursable Expense (Line 51 Less Lines 52, 53, And 54)

This should equal the amount the contracting state agency has already paid for the quarter's operations of the program. The cumulative Year-To-Date column is what the grantor has actually paid to date if the organization has submitted the invoice and reimbursed monthly.

Line 56 Total Reimbursement To Date

The Quarter-to-Date column is the total amounts received for this quarter from filing of Invoices for Reimbursement (usually monthly). The cumulative Year-to-Date column amount is the total amount received for the grant program.

Line 57 Difference (Line 55 minus Line 56)

This is the portion of Reimbursable Expenses that are not paid yet. If a grantee submits a monthly invoice for reimbursement and reimbursement has been received, this will be zero.

Line 58 Advances

Any advance payments from the contracting state agency should appear on this line. Most of time, the contracting state agency will not pay the expenses in advance.

Line 59 This Reimbursement (Line 57 minus 58)

The remainder should be the amount due under the grant contract. Request for reimbursement is made through the invoicing process and not through filing of the quarterly or annual report. Any amounts showing here needed to be included in the invoice for reimbursement.

NONGRANT EXPENSE REPORT (NER) NONGRANT REVENUE REPORT (NRR) AND RECONCILIATION BETWEEN TOTAL NONGRANT AND REIMBURSABLE EXPENSES SCHEDULE A-1, SCHEDULE A-1-Q1-Q4, and SCHEDULE B-1

Purpose/Scope

These schedules may be used for the nongrants/unallowable expenses that are not reimbursed/will not be reimbursed by the contracting state agencies.

These schedules should be completed to reconcile expenses per the Total Expense Summary Report (Schedule C) to the trial balance/general ledger when the nongrants/unallowable expenses exist in the grantee's books.

Instruction for Schedules A-1, A-1-Q1-Q4, and B-1

The instruction for these schedules A-1, A-1-Q1-Q4, and B-1 are the same as the instructions for Schedule A and B except these expenses will not be reimbursed by the contracting state agency.

Heading sections may be entered as N/A if this heading is not applicable for Nongrant/Unallowable Expense or Revenue.

TOTAL EXPENSE SUMMARY REPORT Schedule C

Purpose/Scope

The Total Expense Summary Report is intended to recap all the direct program expenses in one column, separately identify nongrant/unallowable expenses, and total administrative expenses in other columns, as well as a grand total of all the expenses of the grantee. The amounts in Grand Total Year-to-Date column should tie to the general ledger/trial balance of the grantee/organization.

Schedule C should be only one schedule regardless if there are multiple Schedule As and Bs. The grantee will complete all the schedules at one time and will submit the same schedule to the multiple contracting state agencies if the grantee has received awards from the multiple state agencies.

Instruction for Expenses by Object Line-Items

The object line-items are the same as Schedule A. See each line-item instruction in Schedule A.

Instruction for Columns

Total Direct Program Expenses Column

This column is the summary of all the individual programs' cumulative year to date expenses as identified separately under the respective program names in Schedule A.

Total Nongrant/Unallowable Expenses Column

The nongrant/unallowable expense column includes the following expenses:

- I. The cumulative year-to-date expenses for all other programs that are not funded by the contracting state agency/agencies.
- II. The cumulative year-to-date expenses for fund-raising activities, if any.
- III. Other cumulative year-to-date expenses that are not allowable for reimbursement according to the terms of the grants or the Federal guidance.

Total Administrative Expenses Column

The administrative expenses column is for categorizing the cumulative year-to-date administrative expenses into the Expense by Object. Total Direct Program Expenses (line 21) of this column is the sum of all the line 21s. Line 22 of this column will make line 21 amount to be a credit amount so that Total Direct and Administrative Expenses is showing zero since these expenses are already claimed in columns Total Direct Program Expenses Year-To-Date and Total Nongrant/Unallowable Expenses Year-To-Date.

Grand Total Column

The Grand Total column contains all the cumulative year-to-date expenses for the entire reporting organization. The Grant Total Year-to-Date expenses must be traceable to the reporting organization's general ledger or trial balance.

STATE OF TENNESSEE
PROGRAM EXPENSE REPORT

Schedule A

Page # of # Pages:

Contractor/Grantee Name:

Report Period:

Contracting State Agency:
Program Name:
Assistance Listing Number/Program Number:
Edison Contract Number:
Grant/Contract Term:

Line

| Item # | Expense By Object | Quarter To Date | Year To Date | Quarter To Date | Year To Date |
|--------|---|-----------------|--------------|-----------------|--------------|
| 1 | Salaries and Wages | | 0.00 | | 0.00 |
| 2 | Employee Benefits & Payroll Taxes | | 0.00 | | 0.00 |
| 3 | Total Personnel Expenses | 0.00 | 0.00 | 0.00 | 0.00 |
| 4 | Professional Fees | | 0.00 | | 0.00 |
| 5 | Supplies | | 0.00 | | 0.00 |
| 6 | Telecommunication | | 0.00 | | 0.00 |
| 7 | Postage and Shipping | | 0.00 | | 0.00 |
| 8 | Occupancy | | 0.00 | | 0.00 |
| 9 | Equipment Rental and Maintenance | | 0.00 | | 0.00 |
| 10 | Printing and Publications | | 0.00 | | 0.00 |
| 11 | Travel | | 0.00 | | 0.00 |
| 12 | Conferences and Meetings | | 0.00 | | 0.00 |
| 13 | Interest | | 0.00 | | 0.00 |
| 14 | Insurance | | 0.00 | | 0.00 |
| 15 | Grants and Awards | | 0.00 | | 0.00 |
| 16 | Specific Assistance to Individuals | | 0.00 | | 0.00 |
| 17 | Depreciation | | 0.00 | | 0.00 |
| 18 | Other Non-personnel Expenses: (list details in a-d) | | | | |
| a | | | 0.00 | | 0.00 |
| b | | | 0.00 | | 0.00 |
| c | | | 0.00 | | 0.00 |
| d | | | 0.00 | | 0.00 |
| 19 | Total Non-personnel Expenses | 0.00 | 0.00 | 0.00 | 0.00 |
| 20 | Reimbursable Capital Purchases | | 0.00 | | 0.00 |
| 21 | Total Direct Program Expenses | 0.00 | 0.00 | 0.00 | 0.00 |
| 22 | Administrative Expenses | | 0.00 | | 0.00 |
| 23 | Total Direct and Administrative Expenses | 0.00 | 0.00 | 0.00 | 0.00 |
| 24 | In-Kind Expenses | | 0.00 | | 0.00 |
| 25 | Total Program Expenses | 0.00 | 0.00 | 0.00 | 0.00 |

STATE OF TENNESSEE
PROGRAM EXPENSE REPORT

Schedule A-Q1-Q4

Page # of # Pages:

Contractor/Grantee Name:

Report Period:

Contracting State Agency:

Program Name:

Assistance Listing Number/Program Number:

Edison Contract Number:

Grant/Contract Term:

| Line Item # | Expense By Object | | | | | Grant Budget Amount | | Over/(Under) Budget Amount |
|----------------|---|-----------|-----------|-----------|-----------|---------------------|------------------------------|-------------------------------|
| | | 1 Quarter | 2 Quarter | 3 Quarter | 4 Quarter | Year To Date | (From Contract Agreement) | |
| 1 | Salaries and Wages | | | | | 0.00 | | 0.00 |
| 2 | Employee Benefits & Payroll Taxes | | | | | 0.00 | | 0.00 |
| 3 | Total Personnel Expenses | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 4 | Professional Fees | | | | | 0.00 | | 0.00 |
| 5 | Supplies | | | | | 0.00 | | 0.00 |
| 6 | Telecommunications | | | | | 0.00 | | 0.00 |
| 7 | Postage and Shipping | | | | | 0.00 | | 0.00 |
| 8 | Occupancy | | | | | 0.00 | | 0.00 |
| 9 | Equipment Rental and Maintenance | | | | | 0.00 | | 0.00 |
| 10 | Printing and Publications | | | | | 0.00 | | 0.00 |
| 11 | Travel | | | | | 0.00 | | 0.00 |
| 12 | Conferences and Meetings | | | | | 0.00 | | 0.00 |
| 13 | Interest | | | | | 0.00 | | 0.00 |
| 14 | Insurance | | | | | 0.00 | | 0.00 |
| 15 | Grants and Awards | | | | | 0.00 | | 0.00 |
| 16 | Specific Assistance to Individuals | | | | | 0.00 | | 0.00 |
| 17 | Depreciation | | | | | 0.00 | | 0.00 |
| 18 | Other Non-personnel Expenses: (list details in a-d) | | | | | | | 0 |
| a | | | | | | 0.00 | | 0.00 |
| b | | | | | | 0.00 | | 0.00 |
| c | | | | | | 0.00 | | 0.00 |
| d | | | | | | 0.00 | | 0.00 |
| 19 | Total Non-personnel Expenses | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 20 | Reimbursable Capital Purchases | | | | | 0.00 | | 0.00 |
| 21 | Total Direct Program Expenses | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 22 | Administrative Expenses | | | | | 0.00 | | 0.00 |
| 23 | Total Direct and Administrative Expenses | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 24 | In-Kind Expenses | | | | | 0.00 | | 0.00 |
| 25 | Total Program Expenses | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |

STATE OF TENNESSEE
NONGRANT/UNALLOWABLE EXPENSE REPORT

Schedule A-1

Page # of # Pages:

Contractor/Grantee Name:

Report Period:

Contracting State Agency:
Program Name: **A**
Assistance Listing Number/Program Number:
Edison Contract Number:
Grant/Contract Term:

B

Line

| Item # | Expense By Object | Quarter To Date | Year To Date | Quarter To Date | Year To Date |
|--------|--|-----------------|--------------|-----------------|--------------|
| 1 | Salaries and Wages | | 0.00 | | 0.00 |
| 2 | Employee Benefits & Payroll Taxes | | 0.00 | | 0.00 |
| 3 | Total Personnel Expenses | 0.00 | 0.00 | 0.00 | 0.00 |
| 4 | Professional Fees | | 0.00 | | 0.00 |
| 5 | Supplies | | 0.00 | | 0.00 |
| 6 | Telecommunication | | 0.00 | | 0.00 |
| 7 | Postage and Shipping | | 0.00 | | 0.00 |
| 8 | Occupancy | | 0.00 | | 0.00 |
| 9 | Equipment Rental and Maintenance | | 0.00 | | 0.00 |
| 10 | Printing and Publications | | 0.00 | | 0.00 |
| 11 | Travel | | 0.00 | | 0.00 |
| 12 | Conferences and Meetings | | 0.00 | | 0.00 |
| 13 | Interest | | 0.00 | | 0.00 |
| 14 | Insurance | | 0.00 | | 0.00 |
| 15 | Grants and Awards | | 0.00 | | 0.00 |
| 16 | Specific Assistance to Individuals | | 0.00 | | 0.00 |
| 17 | Depreciation | | 0.00 | | 0.00 |
| 18 | Other Non-personnel Expenses: (list details in a-d) | | | | |
| a | | | 0.00 | | 0.00 |
| b | | | 0.00 | | 0.00 |
| c | | | 0.00 | | 0.00 |
| d | | | 0.00 | | 0.00 |
| 19 | Total Non-personnel Expenses | 0.00 | 0.00 | 0.00 | 0.00 |
| 20 | Reimbursable Capital Purchases | | 0.00 | | 0.00 |
| 21 | Total Direct Nongrant Expenses | 0.00 | 0.00 | 0.00 | 0.00 |
| 22 | Administrative Expenses | | 0.00 | | 0.00 |
| 23 | Total Direct Nongrant and Administrative Expenses | 0.00 | 0.00 | 0.00 | 0.00 |
| 24 | In-Kind Expenses | | 0.00 | | 0.00 |
| 25 | Total Nongrant Expenses | 0.00 | 0.00 | 0.00 | 0.00 |

STATE OF TENNESSEE
NONGRANT / UNALLOWABLE EXPENSE REPORT

Schedule A-1-Q1-Q4

Page # of # Pages:

Contractor/Grantee Name:

Report Period:

Contracting State Agency:

Program Name:

Assistance Listing Number/Program Number:

Edison Contract Number:

Grant/Contract Term:

| Line Item # | Expense By Object | | | | | | Grant Budget Amount | Over/(Under) Budget Amount |
|----------------|---|-----------|-----------|-----------|-----------|--------------|------------------------------|-------------------------------|
| | | 1 Quarter | 2 Quarter | 3 Quarter | 4 Quarter | Year To Date | (From Contract Agreement) | |
| 1 | Salaries and Wages | | | | | 0.00 | | 0.00 |
| 2 | Employee Benefits & Payroll Taxes | | | | | 0.00 | | 0.00 |
| 3 | Total Personnel Expenses | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 4 | Professional Fees | | | | | 0.00 | | 0.00 |
| 5 | Supplies | | | | | 0.00 | | 0.00 |
| 6 | Telecommunications | | | | | 0.00 | | 0.00 |
| 7 | Postage and Shipping | | | | | 0.00 | | 0.00 |
| 8 | Occupancy | | | | | 0.00 | | 0.00 |
| 9 | Equipment Rental and Maintenance | | | | | 0.00 | | 0.00 |
| 10 | Printing and Publications | | | | | 0.00 | | 0.00 |
| 11 | Travel | | | | | 0.00 | | 0.00 |
| 12 | Conferences and Meetings | | | | | 0.00 | | 0.00 |
| 13 | Interest | | | | | 0.00 | | 0.00 |
| 14 | Insurance | | | | | 0.00 | | 0.00 |
| 15 | Grants and Awards | | | | | 0.00 | | 0.00 |
| 16 | Specific Assistance to Individuals | | | | | 0.00 | | 0.00 |
| 17 | Depreciation | | | | | 0.00 | | 0.00 |
| 18 | Other Non-personnel Expenses: (list details in a-d) | | | | | | | 0.00 |
| a | | | | | | 0.00 | | 0.00 |
| b | | | | | | 0.00 | | 0.00 |
| c | | | | | | 0.00 | | 0.00 |
| d | | | | | | 0.00 | | 0.00 |
| 19 | Total Non-personnel Expenses | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 20 | Reimbursable Capital Purchases | | | | | 0.00 | | 0.00 |
| 21 | Total Direct Nongrant Expenses | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 22 | Administrative Expenses | | | | | 0.00 | | 0.00 |
| 23 | Total Direct Nongrant and Administrative Exp | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 24 | In-Kind Expenses | | | | | 0.00 | | 0.00 |
| 25 | Total Nongrant Expenses | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |

STATE OF TENNESSEE
PROGRAM REVENUE REPORT AND
RECONCILIATION BETWEEN TOTAL PROGRAM AND REIMBURSABLE EXPENSES

Schedule B

Page # of # Pages:

Contractor/Grantee Name:

Report Period:

| | | |
|---|--------------------------------|--------------------------------|
| Contracting State Agency: | <input type="text"/> | <input type="text"/> |
| Program Name: | <input type="text" value="A"/> | <input type="text" value="B"/> |
| Assistance Listing Number/Program Number: | <input type="text"/> | <input type="text"/> |
| Edison Contract Number: | <input type="text"/> | <input type="text"/> |
| Grant/Contract Term: | <input type="text"/> | <input type="text"/> |

| Line Item # | Sources Of Revenue | Quarter To Date | Year To Date | Quarter To Date | Year To Date |
|--|--|----------------------|----------------------|----------------------|----------------------|
| Reimbursable Program Funds: | | | | | |
| 31 | Reimbursable Federal Program Funds (Line 23) | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> |
| 32 | Reimbursable State Program Funds (Line 23) | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> |
| 33 | Total Reimbursable Program Funds (equals line 55) | 0.00 | 0.00 | 0.00 | 0.00 |
| Matching Revenue Funds: | | | | | |
| 34 | Other Federal Funds | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> |
| 35 | Other State Funds | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> |
| 36 | Other Government Funds | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> |
| 37 | Cash Contributions (non-government) | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> |
| 38 | In-Kind Contributions (equals line 24) | 0.00 | 0.00 | 0.00 | 0.00 |
| 39 | Program Income | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> |
| 40 | Other Matching Revenue | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> |
| 41 | Total Matching Revenue Funds (lines 34 - 40) | 0.00 | 0.00 | 0.00 | 0.00 |
| 42 | Other Program Funds | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> |
| 43 | Total Revenue (lines 33, 41, & 42) | 0.00 | 0.00 | 0.00 | 0.00 |
| Reconciliation Between Total and Reimbursable Expenses | | | | | |
| 51 | Total Program Expenses (line 25) | 0.00 | 0.00 | 0.00 | 0.00 |
| 52 | Subtract Other Unallowable Expenses (contractual) | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> |
| 53 | Subtract Excess Administration Expenses (contractual) | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> |
| 54 | Subtract Matching Expenses (equals line 41) | 0.00 | 0.00 | 0.00 | 0.00 |
| 55 | Reimbursable Expenses (line 51 minus lines 52,53,54) | 0.00 | 0.00 | 0.00 | 0.00 |
| 56 | Total Reimbursement To Date | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> |
| 57 | Difference (line 55 minus line 56) | 0.00 | 0.00 | 0.00 | 0.00 |
| 58 | Advances | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> |
| 59 | This reimbursement (line 57 minus line 58) | 0.00 | 0.00 | 0.00 | 0.00 |

STATE OF TENNESSEE
NONGRANT/UNALLOWABLE REVENUE REPORT AND
RECONCILIATION BETWEEN TOTAL AND REIMBURSABLE EXPENSES

Schedule B-1

Page # of # Pages:

Contractor/Grantee Name:

Report Period:

| | | |
|---|--------------------------------|--------------------------------|
| Contracting State Agency: | <input type="text"/> | <input type="text"/> |
| Program Name: | <input type="text" value="A"/> | <input type="text" value="B"/> |
| Assistance Listing Number/Program Number: | <input type="text"/> | <input type="text"/> |
| Edison Contract Number: | <input type="text"/> | <input type="text"/> |
| Grant/Contract Term: | <input type="text"/> | <input type="text"/> |

| Line Item # | Sources Of Revenue | Quarter To Date | Year To Date | Quarter To Date | Year To Date |
|---|---|----------------------|----------------------|----------------------|----------------------|
| Reimbursable Nongrant Funds: | | | | | |
| 31 | Reimbursable Federal Program Funds (Line 23) | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> |
| 32 | Reimbursable State Program Funds (Line 23) | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> |
| 33 | Total Reimbursable Nongrant Funds (equals line 55) | 0.00 | 0.00 | 0.00 | 0.00 |
| Matching Revenue Funds: | | | | | |
| 34 | Other Federal Funds | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> |
| 35 | Other State Funds | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> |
| 36 | Other Government Funds | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> |
| 37 | Cash Contributions (non-government) | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> |
| 38 | In-Kind Contributions (equals line 24) | 0.00 | 0.00 | 0.00 | 0.00 |
| 39 | Program Income | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> |
| 40 | Other Matching Revenue | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> |
| 41 | Total Matching Revenue Funds (lines 34 - 40) | 0.00 | 0.00 | 0.00 | 0.00 |
| 42 | Other Program Funds | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> |
| 43 | Total Revenue (lines 33, 41, & 42) | 0.00 | 0.00 | 0.00 | 0.00 |
| Reconciliation Between Total and Reimbursable Expenses | | | | | |
| 51 | Total Nongrant Expenses (line 25) | 0.00 | 0.00 | 0.00 | 0.00 |
| 52 | Subtract Other Unallowable Expenses (contractual) | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> |
| 53 | Subtract Excess Administration Expenses (contractual) | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> |
| 54 | Subtract Matching Expenses (equals line 41) | 0.00 | 0.00 | 0.00 | 0.00 |
| 55 | Reimbursable Expenses (line 51 minus lines 52,53,54) | 0.00 | 0.00 | 0.00 | 0.00 |
| 56 | Total Reimbursement To Date | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> |
| 57 | Difference (line 55 minus line 56) | 0.00 | 0.00 | 0.00 | 0.00 |
| 58 | Advances | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> |
| 59 | This reimbursement (line 57 minus line 58) | 0.00 | 0.00 | 0.00 | 0.00 |

STATE OF TENNESSEE
TOTAL EXPENSE SUMMARY REPORT

Schedule CPage # of # Pages: Contractor/Grantee Name: Report Period:



| Line Item # | Expense By Object | Total Direct Program Expenses Year To Date | Total Nongrant/Unallowable Expenses Year To Date | Total Administrative Expenses Year To Date | Grand Total Year To Date |
|----------------|---|---|---|---|-----------------------------|
| 1 | Salaries and Wages | 0.00 | | | 0.00 |
| 2 | Employee Benefits & Payroll Taxes | 0.00 | | | 0.00 |
| 3 | Total Personnel Expenses | 0.00 | 0.00 | 0.00 | 0.00 |
| 4 | Professional Fees | 0.00 | | | 0.00 |
| 5 | Supplies | 0.00 | | | 0.00 |
| 6 | Telecommunication | 0.00 | | | 0.00 |
| 7 | Postage and Shipping | 0.00 | | | 0.00 |
| 8 | Occupancy | 0.00 | | | 0.00 |
| 9 | Equipment Rental and Maintenance | 0.00 | | | 0.00 |
| 10 | Printing and Publications | 0.00 | | | 0.00 |
| 11 | Travel | 0.00 | | | 0.00 |
| 12 | Conferences and Meetings | 0.00 | | | 0.00 |
| 13 | Interest | 0.00 | | | 0.00 |
| 14 | Insurance | 0.00 | | | 0.00 |
| 15 | Grants and Awards | 0.00 | | | 0.00 |
| 16 | Specific Assistance to Individuals | 0.00 | | | 0.00 |
| 17 | Depreciation | 0.00 | | | 0.00 |
| 18 | Other Non-personnel Expenses: (list details in a-d) | | | | |
| a | | 0.00 | | | 0.00 |
| b | | 0.00 | | | 0.00 |
| c | | 0.00 | | | 0.00 |
| d | | 0.00 | | | 0.00 |
| 19 | Total Non-personnel Expenses | 0.00 | 0.00 | 0.00 | 0.00 |
| 20 | Reimbursable Capital Purchases | 0.00 | | | 0.00 |
| 21 | Total Direct Program Expenses | 0.00 | 0.00 | 0.00 | 0.00 |
| 22 | Administrative Expenses | 0.00 | | | 0.00 |
| 23 | Total Direct and Administrative Expenses | 0.00 | 0.00 | 0.00 | 0.00 |
| 24 | In-Kind Expenses | 0.00 | | | 0.00 |
| 25 | Total Expenses | 0.00 | 0.00 | 0.00 | 0.00 |

Annual (Final) Report*

1. **Grantee Name:**
2. **Grant Contract Edison Number:**
3. **Grant Term:**
4. **Grant Amount:**
5. **Narrative Performance Details:** *(Description of program goals, outcomes, successes and setbacks, benchmarks or indicators used to determine progress, any activities that were not completed)*

Submit one copy to:

Maria Campos Araujo, Program Director at Maria.Camposaraujo@tn.gov;
fa.audit@tn.gov, TN Department of Finance and Administration

| | | | | | |
|--|---------------------|---|--|---|------------------------------------|
|  GOVERNMENTAL GRANT CONTRACT (cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities) | | | | | |
| Begin Date July 1, 2025 | | End Date June 30, 2026 | | Agency Tracking # 34360-81026 | Edison ID |
| Grantee Legal Entity Name Metropolitan Government of Nashville and Davidson County | | | | | Edison Vendor ID 4 |
| Subrecipient or Recipient <input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Recipient | | Assistance Listing Number 93.994 Grantee's fiscal year end June 30 | | | |
| Service Caption (one line only) Community Health Access and Navigation in Tennessee (CHANT) Program | | | | | |
| Funding — | | | | | |
| FY | State | Federal | Interdepartmental | Other | TOTAL Grant Contract Amount |
| 2026 | \$302,518.00 | \$381,128.00 | \$1,357,554.00 | | |
| | | | | | |
| | | | | | |
| | | | | | |
| TOTAL: | \$302,518.00 | \$381,128.00 | \$1,357,554.00 | | \$2,041,200.00 |
| Grantee Selection Process Summary <input type="checkbox"/> Competitive Selection <input checked="" type="checkbox"/> Non-competitive Selection | | | | | |
| | | | The grant selection process was non-competitive because the metro health department is a governmental entity that has been determined to be capable and willing to provide Community Health Access and Navigation in Tennessee (CHANT) activities. | | |
| Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.  | | | | CPO USE - GG | |
| Speed Chart (optional) HL00006836, HL00006826, HL00006871, HL00019071 | | Account Code (optional) 71301000 | | | |

**GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF HEALTH
AND
METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY**

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Health, hereinafter referred to as the "State" or the "Grantor State Agency" and Grantee Metropolitan Government of Nashville and Davidson County, hereinafter referred to as the "Grantee," is for the provision of Community Health Access and Navigation in Tennessee (CHANT) Program, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 0000000004

A. SCOPE OF SERVICES AND DELIVERABLES:

A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.

A.2. Service Definitions.

- a. Accrual means a charge for work that has been done but not yet invoiced, for which provision is made at the end of a financial period.
- b. ACES: Adverse Childhood Experiences (ACEs) are traumatic events that occur during childhood. ACEs can have a significant impact on a person's physical, emotional, and mental health throughout their life.
- c. Care Coordinator is an employee of the Grantee designated and trained by the State to educate, refer, and follow-up on resources and services based on the needs of families.
- d. Care Coordination means assistance to families in addressing interrelated medical, social, developmental, behavioral, educational, and financial needs to achieve optimal health and wellness outcomes.
- e. CHANT (Community Health Access and Navigation in Tennessee) is a model of care coordination, delivered by an interdisciplinary team to engage specific individuals within communities, who are most likely to have poor health outcomes, navigate their specific needs (medical and/or social) and measure these results.
- f. CHANT Guidelines are the most current policy and procedure manual including the Children Special Services (CSS) guidelines, as approved by the State.
- g. CHANT Screening and Assessment Questionnaire means the systemic application of asking a series of questions to identify risk, needs and opportunities for early intervention including identification of resources and service referrals.
- h. Children and Youth with Special Health Care Needs (CYSHCN) means children who have or are at risk for chronic physical, developmental, behavioral, or emotional conditions and who also require health and related services of a type or amount beyond that required by children generally.
- i. Children's Special Services (CSS) is a program intended to assure that children with special health care needs are identified early, receive high quality care coordination, and that their families receive necessary support. The program serves those children who meet the T.C.A. § 68-12-102 definition of "a child with a physical disability" and provides reimbursement for diagnostically related services for enrolled children when other payors are unable to provide payment.

- j. Cover Kids provides comprehensive health coverage for qualifying children age 18 and younger and pregnant women. It covers preventive health services, doctor visits, hospital visits, vaccinations, well-child visits, developmental screenings, and mental health.
 - k. Cultural Sensitivity is broadly recognized as the knowledge, skills, attitudes and beliefs that enable people to work well with, respond effectively to, and be supportive of people in cross-cultural settings.
 - l. Gatekeeper means an employee or agent of the Grantee designated and trained by the State to administrate over the Grantee's kidcentraltn.com profile.
 - m. Implicit Bias is when we have attitudes towards people or associate stereotypes with them without our conscious knowledge.
 - n. MCO is a health care delivery system organized to manage cost, utilization, and quality. Managed care provides for the delivery of health benefits and additional services through contracted arrangements with TennCare.
 - o. Pathways of Care are resource and service needs of families as identified through the CHANT Screening and Assessment Questionnaire.
 - p. PCP means a physician (M.D. - Medical Doctor or D.O. - Doctor of Osteopathic Medicine), nurse practitioner, clinical nurse specialist or physician assistant, as allowed under state law, who provides, coordinates or helps a patient access a range of health care services. The PCP supervises a person's health care through many stages of their lives.
 - q. Presumptive Eligibility means temporary Medicaid coverage to pregnant women or women diagnosed with breast or cervical cancer whose income is at or below the specified percentage of the poverty level. This allows the woman to receive health care more quickly to help ensure a healthy lifestyle.
 - r. Priority Populations means a child with Special Health Care Needs (CYSHCN).
 - s. PTBMIS means Patient Tracking Billing Management Information System.
 - t. REDCap is a secure web application used for CHANT data collection and management.
 - u. RTO means the Recovery Time Objective, which is the amount of time an application or system can be down that a business can tolerate defining the amount of time that it takes from the time of the incident to recovery.
 - v. RPO means the Recovery Point Objective, which is the amount of time between data backups and the amount of data loss a business can tolerate between backups in the event of a disaster.
 - w. TennCare is a program providing health insurance to people who are eligible for Medicaid and to certain other people who lack access to insurance.
 - x. www.kidcentraltn.com is a website that pulls together and organizes content from the Tennessee State departments and other resources, making it easier for families to find information about health, education, child development and support.
- A.3. Service Goals. To provide comprehensive Care Coordination services to eligible families and children.

- A.4. Service Recipients. Pregnant and postpartum adolescents and women; all children less than five (5) years of age; TennCare kids eligible (children from birth to age twenty-one (21) years); CYSHCN (children from birth to age twenty-one (21) years).
- A.5. Service Description. The Grantee shall use the grant funds to implement CHANT as follows:
- a. Provide Care Coordination services for CHANT in accordance with the most current version of the CHANT/CSS Guidelines, incorporated herein by reference (a copy of which has been provided to the Grantee), and as directed by the CHANT Program Director, CSS Program Director, and CHANT funders.
 - b. Provide appropriate staffing (CHANT lead, CHANT medical services lead, CHANT team lead, care coordinators) as required for CHANT service provision; all staff are required to be full-time and maintain an active Caseload of seventy-five (75) continuous families. Active caseloads are based on established case weights. Those CSS eligible participants with an Unassigned Case Weight are not included in the required caseload. There should be no lapse in service provisions for Priority Populations.
 - c. Provide administrative supervision of all CHANT personnel with programmatic coordination and monitoring for non- direct reports.
 - d. Notify the CHANT and CSS Program Director of all personnel vacancies and/or personnel changes that occur anytime during the year relating to the positions funded by this Grant Contract.
 - e. Establish a centralized intake process to allow timely follow-up on referrals to target populations in accordance with the current version of the CHANT Guidelines. All referrals must be acted on by the CHANT Team Lead within three (3) days.
 - f. Engage target populations through conducting the CHANT Screening and Assessment Questionnaire to identify Pathways of Care and other social and medical needs. All CHANT Screening and Assessment Questionnaire responses shall be collected into REDCap. REDCap access is limited to CHANT staff.
 - g. Provide education, referral, and follow-up on resources and services as identified by Pathways of Care within CHANT Guidelines. Retain families on Pathways of Care only through completion of all associated action steps and identified outcomes met.
 - h. Provide advocacy services, i.e., provide information regarding TennCare and other program requirements; assist with TennCare application process and accessing benefits; assist with referrals and prior authorization of services; and refer to appropriate services, i.e., OHS, health department services, MCOs, PCPs, and additional appropriate referrals per CHANT Pathway of Care etc.
 - i. Assist with appointment scheduling, arranging transportation to appointment and changing PCP if requested.
 - j. Assist individuals who are ineligible for TennCare to apply for CoverKids and other federal marketplace insurance, and assist women seeking presumptive eligibility.
 - k. Engage MCO's and other community partners in county specific planning meetings to improve care coordination of women and children. Provide activities that will engage participants in events which address the actual needs of families enrolled in CHANT located in areas of highest need as determined by zip code level and concentrations of risk.

- l. Determine financial and medical eligibility; provide medical services referral and treatment approval, family service and transition plan development, and implementation of plans for all children eligible for CSS.
- m. Process payment for all CSS claims through PTBMIS from service providers and maintain programmatic information in accordance with the CSS policy contained within the CHANT Guidelines.
- n. The Grantee must participate in monthly CHANT and/or CSS Strategic Topic calls to receive important updates. The Grantee must also participate in regularly scheduled conferences, training and workshops as provided by the State. Any CHANT positions/staff funded by this grant must participate in Implicit bias training, ACEs training and Cultural Sensitivity training as recommended by the State or Grantee and any additional training courses required by the State, whether in person or online.
- o. Failure to meet service provisions as outlined in this scope of service may result in corresponding reduction in funding.

A.6. Service Reporting.

- a. The Grantee shall submit a quarterly CHANT compliance report, in a format provided by the State, by the fifteenth (15th) of the month following the end of each quarter of the Term (October 15, January 15, April 15, and July 15).
- b. The Grantee shall provide Accrual data to the Program Director no later than June 15 in a format provided by the State.

A.7. Inspection and Acceptance. Acceptance of the work outlined above shall be made by the State or its authorized representative through reports, teleconferences, site visits and/or other periodic reviews. The State shall make the final determination concerning acceptance of the work performed under this Grant Contract.

A.8. Incorporation of Federal Award Identification Worksheet. The federal award identification worksheet, which appears as Attachment 1, is incorporated in this Grant Contract.

A.9. In the event that the Grantee is subject to an audit in accordance with Section D.19. hereunder, the Grantee shall log in to their account on the Edison Supplier Portal to complete the Information for Audit Purposes (IAP) and End of Fiscal Year (EOFY) eForms.

A.10. No funds awarded under this Grant Contract shall be used for lobbying federal, state, or local officials.

A.11. This grant allows for the purchase of electronic devices, such as but not limited to computers, ipads, tablets, and/or laptops for the purpose of carrying out the scopes of services. In the event the Grantee is purchasing these items hereunder, the Grantee shall follow D.27. reporting guidelines.

B. TERM OF CONTRACT:

This Grant Contract shall be effective for the period beginning on July 1, 2025 ("Effective Date") and ending on June 30, 2026 ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Two Million Forty-one Thousand Two Hundred Dollars (\$2,041,200.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as **Attachment 2** is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.
- C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.
- C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices (**Attachment 3**) 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:

Kathy Robinson, Public Health Program Director
 Children's Special Services
 Division of Family Health and Wellness
 710 James Robertson Parkway
 Andrew Johnson Tower, 7th Floor
 Nashville, TN 37243
Kathy.robinson@tn.gov
 Telephone # 616-532-3755

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
- (1) Invoice/Reference Number (assigned by the Grantee).
 - (2) Invoice Date.
 - (3) Invoice Period (to which the reimbursement request is applicable).
 - (4) Grant Contract Number (assigned by the State).
 - (5) Grantor: Department of Health, Division of Family Health and Wellness.
 - (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.
 - (4) An invoice under this Grant Contract shall be presented to the State within thirty (30) days after the end of the calendar month in which the subject costs were incurred or services were rendered by the Grantee. An invoice submitted more than thirty (30) days after such date will NOT be paid. The State will not deem such Grantee costs to be allowable and reimbursable by the State unless, at the sole discretion of the State, the failure to submit a timely invoice is warranted. The Grantee shall submit a special, written request for reimbursement with any such untimely invoice. The request must detail the reason the invoice is untimely as well as the Grantee's plan for submitting future invoices as required, and it must be signed by a Grantee agent that would be authorized to sign this Grant Contract.
- C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may move up to one percent (1%) of a line-item amount to another line item category provided that any increase is off-set by an equal reduction of other line-item amount(s) and the total Grant Contract amount detailed by the Grant Budget does not increase. An increase of any line item funded at zero dollars (\$0.00) shall require prior approval of the Grantor State Agency.
- C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit a grant disbursement reconciliation report within thirty (30) days following the end of each quarter and a final invoice and final grant disbursement reconciliation report within forty-five (45) days of the Grant Contract end date and in form and substance acceptable to the State (**Attachment 4**).
 - a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.
 - b. The State shall not be responsible for the payment of any invoice submitted to the State after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
 - c. The Grantee's failure to provide a final grant disbursement reconciliation report to the State as required by this Grant Contract shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the State pursuant to this Grant Contract.

- d. The Grantee must close out its accounting records at the end of the Term in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.
 - C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Central Procurement Office Policy Statement 2013-007 or any amendments or revisions made to this policy statement during the Term.
 - C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.
 - C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.
 - C.12. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.
 - C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.
 - a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").
 - b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

- D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.
- D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate this Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.
- D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.
- D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.
- D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
 - c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and

contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352.

- D.8. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective party as set out below:

The State:

Kathy Robinson, Public Health Program Director
Children's Special Services
Division of Family Health and Wellness
710 James Robertson Parkway
Andrew Johnson Tower, 7th Floor
Nashville, TN 37243
Kathy.robinson@tn.gov
Telephone # 616-532-3755

The Grantee:

Joanna Shaw-KaiKai, MD, Interim Director of Health
Metropolitan Government of Nashville and Davidson County
2500 Charlotte Avenue
Nashville, TN 37209-4129
Email: Joanna.shaw-kaikai@nashville.gov
Telephone # 615-340-7779

A change to the above contact information requires written notice to the person designated by the other party to receive notice.

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

- D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.10. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

- D.11. HIPAA Compliance. As applicable, the State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.
- a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.
 - b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.
 - c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.
- D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:
- NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454.
- The sign shall be on the form prescribed by the Comptroller of the Treasury. The Grantor State Agency shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from the Grantee, provide Grantee with any necessary signs.
- D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.
- D.14. Licensure. The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.
- D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

The records shall be maintained in accordance with Governmental Accounting Standards Board (GASB) Accounting Standards or the Financial Accounting Standards Board (FASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.

In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

Grant expenditures shall be made in accordance with local government purchasing policies and procedures and purchasing procedures for local governments authorized under state law.

The Grantee shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.

The Grantee shall establish a system of internal controls that utilize the COSO Internal Control - Integrated Framework model as the basic foundation for the internal control system. The Grantee shall incorporate any additional Comptroller of the Treasury directives into its internal control system.

Any other required records or reports which are not contemplated in the above standards shall follow the format designated by the head of the Grantor State Agency, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.

- D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an **Attachment 5** to the Grant Contract.
- D.19. Audit Report. The Grantee shall be audited in accordance with applicable Tennessee law.
- At least ninety (90) days before the end of its fiscal year, the Grantee shall complete the Information for Audit Purposes ("IAP") form online (accessible through the Edison Supplier portal) to notify the State whether or not Grantee is subject to an audit. The Grantee should submit only one, completed form online during the Grantee's fiscal year. Immediately after the fiscal year has ended, the Grantee shall fill out the End of Fiscal Year ("EOFY") (accessible through the Edison Supplier portal).
- When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.
- A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public.
- D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, or contracted services, such procurement shall be made on a

competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision and for use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.317—200.327 when procuring property and services under a federal award.

The Grantee shall obtain prior approval from the State before purchasing any equipment under this Grant Contract.

For purposes of this Grant Contract, the term “equipment” shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds ten thousand dollars (\$10,000.00).

- D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.
- D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- D.23. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State's total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.
- D.24. Force Majeure. “Force Majeure Event” means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may,

upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.

- D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.
- D.26. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.
- D.27. State Interest in Equipment or Motor Vehicles. The Grantee shall take legal title to all equipment or motor vehicles purchased totally or in part with funds provided under this Grant Contract, subject to the State's equitable interest therein, to the extent of its *pro rata* share, based upon the State's contribution to the purchase price. The term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds ten thousand dollars (\$10,000.00). The term "motor vehicle" shall include any article of tangible personal property that is required to be registered under the "Tennessee Motor Vehicle Title and Registration Law", Tenn. Code Ann. Title 55, Chapters 1-6.

As authorized by the Tennessee Uniform Commercial Code, Tenn. Code Ann. Title 47, Chapter 9 and the "Tennessee Motor Vehicle Title and Registration Law," Tenn. Code Ann. Title 55, Chapters 1-6, the parties intend this Grant Contract to create a security interest in favor of the State in the equipment or motor vehicles acquired by the Grantee pursuant to the provisions of this Grant Contract. A further intent of this Grant Contract is to acknowledge and continue the security interest in favor of the State in the equipment or motor vehicles acquired by the Grantee pursuant to the provisions of this program's prior year Grant Contracts between the State and the Grantee.

The Grantee grants the State a security interest in all equipment or motor vehicles acquired in whole or in part by the Grantee under this Grant Contract. This Grant Contract is intended to be a security agreement pursuant to the Uniform Commercial Code for any of the equipment or motor vehicles herein specified which, under applicable law, may be subject to a security interest pursuant to the Uniform Commercial Code, and the Grantee hereby grants the State a security interest in said equipment or motor vehicles. The Grantee agrees that the State may file this Grant Contract or a reproduction thereof, in any appropriate office, as a financing statement for any of the equipment or motor vehicles herein specified. Any reproduction of this or any other security agreement or financing statement shall be sufficient as a financing statement. In addition, the Grantee agrees to execute and deliver to the State, upon the State's request, any financing statements, as well as extensions, renewals, and amendments thereof, and reproduction of this Grant Contract in such form as the State may require to perfect a security interest with respect to said equipment or motor vehicles. The Grantee shall pay all costs of filing such financing statements and any extensions, renewals, amendments and releases thereof, and shall pay all reasonable costs and expenses of any record searches for financing statements the State may reasonably require. Without the prior written consent of the State, the Grantee shall not create or suffer to be created pursuant to the Uniform Commercial Code any other security interest in said equipment or motor vehicles, including replacements and additions thereto. Upon the Grantee's breach of any covenant or agreement contained in this Grant Contract, including the covenants to pay when due all sums secured by this Grant Contract, the State shall have the remedies of a secured party under the Uniform Commercial Code and, at the State's option, may also invoke the remedies herein provided.

The Grantee agrees to be responsible for the accountability, maintenance, management, and inventory of all property purchased totally or in part with funds provided under this Grant Contract. The Grantee shall maintain a perpetual inventory system for all equipment or motor vehicles

purchased with funds provided under this Grant Contract and shall submit an inventory control report which must include, at a minimum, the following:

- a. Description of the equipment or motor vehicles;
- b. Vehicle identification number;
- c. Manufacturer's serial number or other identification number, when applicable;
- d. Acquisition date, cost, and check number;
- e. Fund source, State Grant number, or other applicable fund source identification;
- f. Percentage of state funds applied to the purchase;
- g. Location within the Grantee's operations where the equipment or motor vehicles is used;
- h. Condition of the property or disposition date if Grantee no longer has possession;
- i. Depreciation method, if applicable; and
- j. Monthly depreciation amount, if applicable.

The Grantee shall tag equipment or motor vehicles with an identification number which is cross referenced to the equipment or motor vehicle item on the inventory control report. The Grantee shall inventory equipment or motor vehicles annually. The Grantee must compare the results of the inventory with the inventory control report and investigate any differences. The Grantee must then adjust the inventory control report to reflect the results of the physical inventory and subsequent investigation.

The Grantee shall submit its inventory control report of all equipment or motor vehicles purchased with funding through this Grant Contract within thirty (30) days of its end date and in form and substance acceptable to the State. This inventory control report shall contain, at a minimum, the requirements specified above for inventory control. The Grantee shall notify the State, in writing, of any equipment or motor vehicle loss describing the reasons for the loss. Should the equipment or motor vehicles be destroyed, lost, or stolen, the Grantee shall be responsible to the State for the *pro rata* amount of the residual value at the time of loss based upon the State's original contribution to the purchase price.

Upon termination of the Grant Contract, where a further contractual relationship is not entered into, or at another time during the term of the Grant Contract, the Grantee shall request written approval from the State for any proposed disposition of equipment or motor vehicles purchased with Grant funds. All equipment or motor vehicles shall be disposed of in such a manner as the parties may agree from among alternatives approved by the Tennessee Department of General Services as appropriate and in accordance with any applicable federal laws or regulations.

- D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl
- D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.
- D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.
- D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall

remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.

- D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.
- D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
- D.34. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
 - b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
 - c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
 - d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Grantee shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified, or presently fall under any of the prohibitions of sections a-d.

- D.35. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with the requirements of this Grant Contract and applicable state and federal law. All material, information, and data regardless of form, medium or method of communication, that the Grantee will have access to, acquire, or is provided to the Grantee by the State or acquired by the Grantee on behalf of the State shall be regarded as "Confidential Information." The State grants the Grantee a limited license to use the Confidential Information but only to perform its obligations under the Grant Contract. Nothing in this Section shall permit Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Grantee due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required under state or federal law or otherwise authorized in writing by the State. Grantee shall take all necessary steps to safeguard the confidentiality of such Confidential Information in conformance with the requirements of this Grant Contract and with applicable state and federal law.

As long as the Grantee maintains State Confidential Information, the obligations set forth in this Section shall survive the termination of this Grant Contract.

- D.36. State Sponsored Insurance Plan Enrollment. The Grantee warrants that it will not enroll or permit its employees, officials, or employees of contractors to enroll or participate in a state sponsored

health insurance plan through their employment, official, or contractual relationship with Grantee unless Grantee first demonstrates to the satisfaction of the Department of Finance and Administration that it and any contract entity satisfies the definition of a governmental or quasigovernmental entity as defined by federal law applicable to ERISA.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. 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. Printing Authorization. The Grantee agrees that no publication coming within the jurisdiction of Tenn. Code Ann. §§ 12-7-101, et seq., shall be printed pursuant to this Grant Contract unless a printing authorization number has been obtained and affixed as required by Tenn. Code Ann. § 12-7-103(d).
- E.3. Work Papers Subject to Review. The Grantee shall make all audit, accounting, or financial analysis work papers, notes, and other documents available for review by the Comptroller of the Treasury or his representatives, upon request, during normal working hours either while the analysis is in progress or subsequent to the completion of this Grant Contract..
- E.4. 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.5. Equal Opportunity. As a condition for receipt of grant funds, the Grantee agrees to comply with 41 C.F. R. § 60-1.4 as that section is amended from time to time during the term.
- E.6. Federal Funding Accountability and Transparency Act (FFATA). This Grant requires the Grantee to provide supplies or services that are funded in whole or in part by federal funds that are subject to FFATA. The Grantee is responsible for ensuring that all applicable requirements, including but not limited to those set forth herein, of FFATA are met and that the Grantee provides information to the State as required.

The Grantee shall comply with the following:

- a. Reporting of Total Compensation of the Grantee's Executives.
 - (1) The Grantee shall report the names and total compensation of each of its five most highly compensated executives for the Grantee's preceding completed fiscal year, if in the Grantee's preceding fiscal year it received:
 - i. 80 percent or more of the Grantee's annual gross revenues from federal procurement contracts and Federal financial assistance subject to the Transparency Act, as defined at 2 C.F.R. § 170.320 (and sub awards); and
 - ii. \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act (and sub awards); and
 - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. § 78m(a), 78o(d)) or § 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S.

Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>).

As defined in 2 C.F.R. § 170.315, "Executive" means officers, managing partners, or any other employees in management positions.

- (2) Total compensation means the cash and noncash dollar value earned by the executive during the Grantee's preceding fiscal year and includes the following (for more information see 17 § C.F.R. 229.402(c)(2)):
- i. Salary and bonus.
 - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
 - v. Above-market earnings on deferred compensation which is not tax qualified.
 - vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.
- b. The Grantee must report executive total compensation described above to the State by the end of the month during which this Grant Contract is established.
 - c. If this Grant is amended to extend the Term, the Grantee must submit an executive total compensation report to the State by the end of the month in which the amendment to this Grant becomes effective.
 - d. The Grantee will obtain a Unique Entity Identifier (SAM) and maintain its number for the term of this Grant. More information about obtaining a Unique Entity Identifier Number can be found at: <https://www.gsa.gov>

The Grantee's failure to comply with the above requirements is a material breach of this Grant for which the State may terminate this Grant Contract for cause. The State will not be obligated to pay any outstanding invoice received from the Grantee unless and until the Grantee is in full compliance with the above requirements.

- E.7. Healthy Eating Requirements. Grant recipients who purchase or serve snacks or meals in conjunction with their performance under this Grant Contract shall provide only healthy foods. No high sugar beverage shall be served at any time. Fruits and vegetables shall be given preference in menu selections.
- E.8. Assistance Listing Number. When applicable, the Grantee shall inform its licensed independent public accountant of the federal regulations that require compliance with the performance of an audit. This information shall consist of the following Assistance Listing Numbers: : 93.994 Maternal and Child Health Services Block Grant to the States.
- E.9. Information Technology Security Requirements (State Data, Audit, and Other Requirements).
 - a. The Grantee shall protect State Data as follows:

- (1) The Grantee shall ensure that all State Data is housed in the continental United States, inclusive of backup data. All State data must remain in the United States, regardless of whether the data is processed, stored, in-transit, or at rest. Access to State data shall be limited to US-based (onshore) resources only.

All system and application administration must be performed in the continental United States. Configuration or development of software and code is permitted outside of the United States. However, software applications designed, developed, manufactured, or supplied by persons owned or controlled by, or subject to the jurisdiction or direction of, a foreign adversary, which the U.S. Secretary of Commerce acting pursuant to 15 CFR 7 has defined to include the People's Republic of China, among others are prohibited. Any testing of code outside of the United States must use fake data. A copy of production data may not be transmitted or used outside the United States.

- (2) The Grantee shall encrypt Confidential State Data at rest and in transit using the current version of Federal Information Processing Standard ("FIPS") 140-2 or 140-3 (or current applicable version) validated encryption technologies.

- (3) The Grantee shall implement and maintain privacy and security controls that follow the guidelines set forth in NIST 800-53, "Security and Privacy Controls for Federal Information Systems and Organizations," or NIST 800-171, "Protecting Controlled Unclassified Information in Nonfederal Systems and Organizations," as amended from time to time. Grantee shall meet annually, or as otherwise agreed, with the State to review the implementation of this Section. A "System Security Plan (SSP)" is required regardless of the type of third-party Controls Audit the Grantee obtains.

No additional funding shall be allocated for these examinations as they are included in the Maximum Liability of this Contract.

- (4) The Grantee must annually perform Penetration Tests and Vulnerability Assessments against its Processing Environment per the NIST 800-115 definition. "Processing Environment" shall mean the combination of software and hardware on which the Application runs. "Application" shall mean the computer code that supports and accomplishes the State's requirements as set forth in this Contract. "Penetration Tests" shall be in the form of attacks on the Grantee's computer system, with the purpose of discovering security weaknesses which have the potential to gain access to the Processing Environment's features and data. The "Vulnerability Assessment" shall be designed and executed to define, identify, and classify the security holes (vulnerabilities) in the Processing Environment. The Grantee shall provide a letter of attestation on its processing environment that penetration tests and vulnerability assessments has been performed on an annual basis and taken corrective action to evaluate and address any findings. The Grantee must provide a letter of attestation that includes a penetration testing and vulnerability assessments report that outlines risk exposure of the critical, high, and moderate risks and how they were mitigated, within 30 days of receiving the results.

In the event of an unauthorized disclosure or unauthorized access to State data, the State Strategic Technology Solutions (STS) Security Incident Response Team (SIRT) must be notified and engaged by calling the State Customer Care Center (CCC) at 615-741-1001. Any such event must be reported by the Grantee within twenty-four (24) hours after the unauthorized disclosure has come to the attention of the Grantee.

- (5) If a breach has been confirmed a fully un-modified third-party forensics report must be supplied to the State and through the STS SIRT. This report must include indicators of compromise (IOCs) as well as plan of actions for remediation and restoration. Grantee shall take all necessary measures to halt any further Unauthorized Disclosures.

- (6) Upon State request, the Grantee shall provide a copy of all Confidential State Data it holds. The Grantee shall provide such data on media and in a format determined by the State
- (7) Upon termination of this Contract and in consultation with the State, the Grantee shall destroy, and ensure all subcontractors shall destroy, all Confidential State Data it holds (including any copies such as backups) in accordance with the current version of National Institute of Standards and Technology ("NIST") Special Publication 800-88. The Grantee shall provide a written confirmation of destruction to the State within ten (10) business days after destruction.

b. Minimum Requirements

- (1) The Grantee and all data centers used by the Grantee to host State data, including those of all Subcontractors, must comply with the most current version of NIST 800-53, "Security and Privacy Controls for Federal Information Systems and Organizations," or NIST 800-171, "Protecting Controlled Unclassified Information in Nonfederal Systems and Organizations," with the State to review the implementation of this Section. The State must have proof of compliance with NIST 800-53 or NIST 800-171 in the form of a third-party audit at a minimum every two years or upon request. Davidson County Information Security Management Policies are located at: <https://www.nashville.gov/departments/information-technology-services/information-security/information-security-policies>
- (2) The Grantee agrees to maintain the Application so that it will run on a current, manufacturer-supported Operating System. "Operating System" shall mean the software that supports a computer's basic functions, such as scheduling tasks, executing applications, and controlling peripherals.
- (3) If the Application requires middleware or database software, Grantee shall maintain middleware and database software versions that are always fully compatible with current versions of the Operating System and Application to ensure that security vulnerabilities are not introduced.
- (4) In the event of drive/media failure, if the drive/media is replaced, it remains with the State and it is the State's responsibility to destroy the drive/media, or the Grantee shall provide written confirmation of the sanitization/destruction of data according to NIST 800-88.

c. Business Continuity Requirements. The Grantee shall maintain set(s) of documents, instructions, and procedures which enable the Grantee to respond to accidents, disasters, emergencies, or threats without any stoppage or hindrance in its key operations ("Business Continuity Requirements"). Business Continuity Requirements shall include:

- (1) "Disaster Recovery Capabilities" refer to the actions the Grantee takes to meet the Recovery Point and Recovery Time Objectives defined below. Disaster Recovery Capabilities shall meet the following objectives:
 - i. Recovery Point Objective ("RPO"). The RPO is defined as the maximum targeted period in which data might be lost from an IT service due to a major incident: 1 hour
 - ii. Recovery Time Objective ("RTO"). The RTO is defined as the targeted duration of time and a service level within which a business process must be restored after a disaster (or disruption) in order to avoid unacceptable consequences associated with a break in business continuity: 24 hours
- (2) The Grantee and the Subcontractor(s) shall maintain a documented Disaster Recovery plan and shall share this document with the State when requested. The Grantee and the Subcontractor(s) shall perform at least one Disaster Recovery Test every three hundred

sixty-five (365) days. A “Disaster Recovery Test” shall mean the process of verifying the success of the restoration procedures that are executed after a critical IT failure or disruption occurs. The Disaster Recovery Test shall use actual State Data Sets that mirror production data, and success shall be defined as the Grantee verifying that the Grantee can meet the State’s RPO and RTO requirements. A “Data Set” is defined as a collection of related sets of information that is composed of separate elements but can be manipulated as a unit by a computer. The Grantee shall provide written confirmation to the State after each Disaster Recovery Test that its Disaster Recovery Capabilities meet the RPO and RTO requirements.

E.10. Comptroller Audit Requirements.

When requested by the State or the Comptroller of the Treasury, the Grantee must provide the State or the Comptroller of the Treasury with a detailed written description of the Grantee’s information technology control environment, including a description of general controls and application controls. The Grantee must also assist the State or the Comptroller of the Treasury with obtaining a detailed written description of the information technology control environment for any third or fourth parties, or Subcontractors, used by the Grantee to process State data and/or provide services under this Grant.

Grantee will maintain and cause its Subcontractors to maintain a complete audit trail of all transactions and activities in connection with this Grant, including all information technology logging and scanning conducted within the Grantee’s and Subcontractor’s information technology control environment. Upon reasonable notice and at any reasonable time, the Grantee grants the State or the Comptroller of the Treasury with the right to audit the Grantee’s information technology control environment, including general controls and application controls. The audit may include testing the general and application controls within the Grantee’s information technology control environment and may also include testing general and application controls for any third or fourth parties, or Subcontractors, used by the Grantee to process State data and/or provide services under this Grant. The audit may include the Grantee’s and Subcontractor’s compliance with NIST 800-53 or 800-171 and all applicable requirements, laws, regulations, or policies.

Upon reasonable notice and at any reasonable time, the Grantee and Subcontractor(s) agree to allow the State, the Comptroller of the Treasury, or their duly appointed representatives to perform information technology control audits of the Grantee and all Subcontractors used by the Grantee. Grantee will provide to the State, the Comptroller of the Treasury, or their duly appointed representatives access to Grantee and Subcontractor(s) personnel for the purpose of performing the information technology control audit. The audit may include interviews with technical and management personnel, physical or virtual inspection of controls, and review of paper or electronic documentation.

The Grantee must have a process for correcting control deficiencies that were identified in the State’s or Comptroller of the Treasury’s information technology audit. For any audit issues identified, the Grantee and Subcontractor(s) shall submit a corrective action plan to the State or the Comptroller of the Treasury which addresses the actions taken, or to be taken, and the anticipated completion date in response to each of the audit issues and related recommendations of the State or the Comptroller of the Treasury. The corrective action plan shall be provided to the State or the Comptroller of the Treasury upon request from the State or Comptroller of the Treasury and within 30 days from the issuance of the audit report or communication of the audit issues and recommendations. Upon request from the State or Comptroller of the Treasury, the Grantee and Subcontractor(s) shall provide documentation and evidence that the audit issues were corrected.

Each party shall bear its own expenses incurred while conducting the information technology controls audit.

E.11. Personally Identifiable Information. While performing its obligations under this Grant Contract, Grantee may have access to Personally Identifiable Information held by the State (“PII”). For the

purposes of this Grant Contract, "PII" includes "Nonpublic Personal Information" as that term is defined in Title V of the Gramm-Leach-Bliley Act of 1999 or any successor federal statute, and the rules and regulations thereunder, all as may be amended or supplemented from time to time ("GLBA") and personally identifiable information and other data protected under any other applicable laws, rule or regulation of any jurisdiction relating to disclosure or use of personal information ("Privacy Laws"). Grantee agrees it shall not do or omit to do anything which would cause the State to be in breach of any Privacy Laws. Grantee shall, and shall cause its employees, agents and representatives to: (i) keep PII confidential and may use and disclose PII only as necessary to carry out those specific aspects of the purpose for which the PII was disclosed to Grantee and in accordance with this Grant Contract, GLBA and Privacy Laws; and (ii) implement and maintain appropriate technical and organizational measures regarding information security to: (A) ensure the security and confidentiality of PII; (B) protect against any threats or hazards to the security or integrity of PII; and (C) prevent unauthorized access to or use of PII. Grantee shall immediately notify State: (1) of any disclosure or use of any PII by Grantee or any of its employees, agents and representatives in breach of this Grant Contract; and (2) of any disclosure of any PII to Grantee or its employees, agents and representatives where the purpose of such disclosure is not known to Grantee or its employees, agents and representatives. The State reserves the right to review Grantee's policies and procedures used to maintain the security and confidentiality of PII and Grantee shall, and cause its employees, agents and representatives to, comply with all reasonable requests or directions from the State to enable the State to verify or ensure that Grantee is in full compliance with its obligations under this Grant Contract in relation to PII. Upon termination or expiration of the Grant Contract or at the State's direction at any time in its sole discretion, whichever is earlier, Grantee shall immediately return to the State any and all PII which it has received under this Grant Contract and shall destroy all records of such PII.

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

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

METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

Director
Metro Public Health Department

Date

Chair, Board of Health

Date

APPROVED AS TO AVAILABILITY OF FUNDS:

Director, Department of Finance

Date

APPROVED AS TO RISK AND INSURANCE:

| | |
|--------------------------------------|-------|
| _____ | _____ |
| Director of Risk Management Services | Date |

APPROVED AS TO FORM AND LEGALITY:

| | |
|-----------------------|-------|
| _____ | _____ |
| Metropolitan Attorney | Date |

| | |
|--------------------|-------|
| _____ | _____ |
| Metropolitan Mayor | Date |

ATTEST:

| | |
|--------------------|-------|
| _____ | _____ |
| Metropolitan Clerk | Date |

DEPARTMENT OF HEALTH:

| | |
|--|-------|
| _____ | _____ |
| Ralph Alvarado, MD, FACP COMMISSIONER | Date |

Federal Award Identification Worksheet

| | |
|---|--|
| Subrecipient's name (must match name associated with its Unique Entity Identifier (SAM)) | NASHVILLE & DAVIDSON COUNTY, METROPOLITAN GOVERNMENT OF |
| Subrecipient's Unique Entity Identifier (SAM) | LGZLHP6ZHM55 |
| Federal Award Identification Number (FAIN) | B0454577 |
| Federal award date | 10/28/2024 |
| Subaward Period of Performance Start and End Date | 10/01/2024-09/30/2026 |
| Subaward Budget Period Start and End Date | 10/01/2024-09/30/2026 |
| Assistance Listing number (formerly known as the CFDA number) and Assistance Listing program title. | 93.994 Maternal and Child Health Services Block Grant to the States |
| Grant contract's begin date | 07/01/2025 |
| Grant contract's end date | 06/30/2026 |
| Amount of federal funds obligated by this grant contract | \$381,128.00 |
| Total amount of federal funds obligated to the subrecipient | |
| Total amount of the federal award to the pass-through entity (Grantor State Agency) | \$2,755,148.00 |
| Federal award project description (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA)) | Maternal and Child Health Services |
| Name of federal awarding agency | Department of Health and Human Services; Health Resources and Services Administration |
| Name and contact information for the federal awarding official | Leon L Harrison Grants Management Specialist Office of Federal Assistance Management (OFAM) Division of Grants Management Office (DGMO) lharrison@hrsa.gov (301) 443-5809 |
| Name of pass-through entity | Tennessee Department of Health |
| Name and contact information for the pass-through entity awarding official | Elizabeth Harvey elizabeth.harvey@tn.gov (615)917-9608 |
| Is the federal award for research and development? | No |
| Indirect cost rate for the federal award (See 2 C.F.R. §200.332 for information on type of indirect cost rate) | N/A |

Federal Award Identification Worksheet

| | |
|---|--|
| Subrecipient's name (must match name associated with its Unique Entity Identifier (SAM)) | NASHVILLE & DAVIDSON COUNTY, METROPOLITAN GOVERNMENT OF |
| Subrecipient's Unique Entity Identifier (SAM) | LGZLHP6ZHM55 |
| Federal Award Identification Number (FAIN) | 05-1505TN5MAP |
| Federal award date | TennCare is a continuing entitlement program that receives quarterly allotments from the federal government, therefore there is no date of award. |
| Subaward Period of Performance Start and End Date | July 1, 2021 June 30, 2025 |
| Subaward Budget Period Start and End Date | July 1, 2021 June 30, 2025 |
| Assistance Listing number (formerly known as the CFDA number) and Assistance Listing program title. | 93.778 Department of Health and Human Services, Title XIX |
| Grant contract's begin date | July 1, 2025 |
| Grant contract's end date | June 30, 2026 |
| Amount of federal funds obligated by this grant contract | \$678,777.00 |
| Total amount of federal funds obligated to the subrecipient | |
| Total amount of the federal award to the pass-through entity (Grantor State Agency) | 9.0 billion budgeted annually. TennCare is a continuing entitlement program that receives quarterly allotments from the federal government, therefore there is no upper award limit. |
| Federal award project description (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA)) | Medicaid |
| Name of federal awarding agency | Department of Health and Human Services Center for Medicare and Medicaid Services (CMS) Regional Office |
| Name and contact information for the federal awarding official. | Josh Portz Center for Medicare and Medicaid Services (CMS) joshua.portz@cms.hhs.gov |
| Name of pass-through entity | TennCare |
| Name and contact information for the pass-through entity awarding official | Zane Seals, Chief Financial Officer 310 Great Circle Rd, Nashville, TN 37243 (615) 507-6345 zane.seals@tn.gov |
| Is the federal award for research and development? | No |
| Indirect cost rate for the federal award (See 2 C.F.R. §200.331 for information on type of indirect cost rate) | N/A |

| Metropolitan Government of Nashville and Davidson County - CHANT | | | | |
|---|---|-----------------------|-----------------------|-----------------------|
| APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning July 1, 2025 and ending June 30, 2026. | | | | |
| | EXPENSE OBJECT LINE-ITEM CATEGORY ¹ | GRANT CONTRACT | GRANTEE PARTICIPATION | TOTAL PROJECT |
| | Salaries ² | \$1,356,700.00 | \$0.00 | \$1,356,700.00 |
| | Benefits & Taxes | \$569,800.00 | \$0.00 | \$569,800.00 |
| | Professional Fee/ Grant & Award ² | \$0.00 | \$0.00 | \$0.00 |
| | Supplies | \$900.00 | \$0.00 | \$900.00 |
| | Telephone | \$10,500.00 | \$0.00 | \$10,500.00 |
| | Postage & Shipping | \$400.00 | \$0.00 | \$400.00 |
| | Occupancy | \$0.00 | \$0.00 | \$0.00 |
| | Equipment Rental & Maintenance | \$0.00 | \$0.00 | \$0.00 |
| | Printing & Publications | \$0.00 | \$0.00 | \$0.00 |
| | Travel/ Conferences & Meetings ² | \$15,000.00 | \$0.00 | \$15,000.00 |
| | Interest ² | \$0.00 | \$0.00 | \$0.00 |
| | Insurance | \$0.00 | \$0.00 | \$0.00 |
| | Specific Assistance To Individuals ² | \$38,400.00 | \$0.00 | \$38,400.00 |
| | Depreciation ² | \$0.00 | \$0.00 | \$0.00 |
| | Other Non-Personnel ² | \$0.00 | \$0.00 | \$0.00 |
| | Capital Purchase ² | \$0.00 | \$0.00 | \$0.00 |
| | Indirect Cost (2.57% Salaries/benefits) | \$49,500.00 | \$0.00 | \$49,500.00 |
| | In-Kind Expense | \$0.00 | \$0.00 | \$0.00 |
| | GRAND TOTAL | \$2,041,200.00 | \$0.00 | \$2,041,200.00 |

¹ Each expense object line-item is defined by the U.S. OMB's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart E Cost Principles (posted on the Internet at: <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-E>) and CPO Policy 2013-007 (posted online at <https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-library-.html>).

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

GRANT BUDGET LINE-ITEM DETAIL:

| SALARIES | Monthly Salary | # of Months | % of Effort | Longevity (If applicable) | AMOUNT |
|---|-----------------------|--------------------|--------------------|----------------------------------|-----------------------|
| King, Nakishua, Public Health Nurse 2 | \$8,119.08 | 12 | 100% | \$ 633.00 | \$98,061.96 |
| Howse, Theresa, Manager 1 - Chant Lead | \$7,726.08 | 12 | 100% | \$ 935.00 | \$93,647.96 |
| Owens, Jessica, Manager 1 - Chant Lead | \$7,809.03 | 12 | 100% | \$ 908.00 | \$94,616.36 |
| Hollanhan, Kimberly, Manager 1 - Chant Lead | \$6,840.04 | 12 | 100% | \$ 798.00 | \$82,878.48 |
| Dangerfield, Valerie, Program Specialist | \$5,651.32 | 12 | 100% | \$ 935.00 | \$68,750.84 |
| Bingham, Irma, Program Specialist | \$5,403.79 | 12 | 100% | \$ 935.00 | \$65,780.48 |
| Dumas-Hodge, Kimberly, Program Specialist | \$4,819.61 | 12 | 100% | \$ 578.00 | \$58,413.32 |
| Whiteside, Renna, Program Specialist | \$5,111.69 | 12 | 100% | \$ 578.00 | \$61,918.28 |
| Crawford, Laura Program Specialist | \$4,818.26 | 12 | 100% | \$ 275.00 | \$58,094.12 |
| Hanna, Amani, Program Specialist | \$4,819.61 | 12 | 100% | \$ 358.00 | \$58,193.32 |
| Sanchez, Evelyn, Program Specialist | \$4,819.61 | 12 | 100% | \$ 440.00 | \$58,275.32 |
| Williamson, Tonya, Program Specialist | \$4,819.61 | 12 | 100% | \$ - | \$57,835.32 |
| Quarles, Melodye, Program Specialist | \$5,651.32 | 12 | 100% | \$ 935.00 | \$68,750.84 |
| Allison, Derrick, Program Specialist | \$4,347.20 | 12 | 100% | \$ - | \$52,166.40 |
| Hodges, Traci, Program Specialist | \$4,347.20 | 12 | 100% | \$ - | \$52,166.40 |
| Shehata, Amy, Program Specialist | \$4,673.56 | 12 | 100% | \$ - | \$56,082.72 |
| Jones, Shetuka, Program Specialist | \$4,819.61 | 12 | 100% | \$ 193.00 | \$58,028.32 |
| Joy, Mckea, Program Specialist | \$4,347.20 | 12 | 100% | \$ - | \$52,166.40 |
| Shipman, Dorothy, Office Support Representative 3 | \$4,579.77 | 12 | 100% | \$ 935.00 | \$55,892.24 |
| Brown, Deborah, Office Support Specialist 1 | \$4,418.34 | 12 | 100% | \$ 440.00 | \$53,460.08 |
| Hicks, Jacelyn, Office Support Specialist 1 | \$4,292.11 | 12 | 100% | \$ - | \$51,505.32 |
| ROUNDED TOTAL | | | | | \$1,356,700.00 |

| TRAVEL/ CONFERENCES & MEETINGS | AMOUNT |
|---|--------------------|
| Local mileage | \$15,000.00 |
| ROUNDED TOTAL | \$15,000.00 |

| SPECIFIC ASSISTANCE TO INDIVIDUALS | AMOUNT |
|---|--------------------|
| Nutritional Supplements | \$38,400.00 |
| ROUNDED TOTAL | \$38,400.00 |



Invoice Reimbursement Form

Contract #

Supplier Name

Program Name

Section 1: Contract Information (to be completed by TDH Accounts)

PO # (Req.)

PO Line # (Req.)

Receipt # (Req.)

Agency Invoice #

Edison Contract #

Edison Vendor #

Edison Address Line #

AP Attachment (check if yes)

Section 2: Invoice Information (to be completed by Contractor/Grantee)

Contract Invoice #

Invoice Date

Service Start Date

Service End Date

Contract Start Date

Contract End Date

Contact Person Name

Phone #

Remit Payment to:

Business Name

Street Address

City

State

ZIP

| Budget Line Items | (A) Total Contract Budget | (B) Amount Billed YTD | (C) Monthly Expenditures Due |
|------------------------------------|---------------------------|-----------------------|------------------------------|
| Salaries | | | |
| Benefits | | | |
| Professional Fee/Grant/Award | | | |
| Supplies | | | |
| Telephone | | | |
| Postage and Shipping | | | |
| Occupancy | | | |
| Equipment Rental and Maintenance | | | |
| Printing and Publications | | | |
| Travel/Conferences and Meetings | | | |
| Interest | | | |
| Insurance | | | |
| Specific Assistance to Individuals | | | |
| Depreciation | | | |
| Other Non-Personnel | | | |
| Capital Purchase | | | |
| Indirect Costs | | | |
| TOTAL | | | |

Section 3: Payment Information (to be completed by TDH Program)

Invoice Received Date Invoice Received by (Name)

Service Type (Select One): Medical Services Non-Medical Services

| Speedchart | Department ID | User Code | Project ID | Amount (\$) |
|------------|---------------|-----------|------------|-------------|
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Total Amount: _____

Additional Signatures as Required by Program (Not required for processing and payment by F&A Accounts Payable)

Program Signature 1 Program Signature 2 Program Signature 3

Section 4: Authorized Signatures

Contractor/Grantee Authorization

Name: _____
Date: _____
Signature: _____

TDH Program Authorization

Name: _____
Date: _____
Signature: _____

TDH Accounts Authorization

Name: _____
Date: _____
Signature: _____

Section 5: Additional Comments

Section 6: Month to Month Expense Tracking Sheet (Not Required by F&A Accounts Payable)

| Budget Line Items | Budget Amt | Jul Expenses | Aug Expenses | Sep Expenses | Oct Expenses | Nov Expenses | Dec Expenses | Jan Expenses | Feb Expenses | Mar Expenses | Apr Expenses | May Expenses | Jun Expenses | YTD Totals | Balance Remaining |
|---------------------------------------|---------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|---------------|----------------------|
| Salaries | | | | | | | | | | | | | | | |
| Benefits | | | | | | | | | | | | | | | |
| Fee/Grant/Award | | | | | | | | | | | | | | | |
| Supplies | | | | | | | | | | | | | | | |
| Telephone | | | | | | | | | | | | | | | |
| Postage and Shipping | | | | | | | | | | | | | | | |
| Occupancy | | | | | | | | | | | | | | | |
| Equipment Rental and Maintenance | | | | | | | | | | | | | | | |
| Printing and Publications | | | | | | | | | | | | | | | |
| Travel/Conferences and Meetings | | | | | | | | | | | | | | | |
| Interest | | | | | | | | | | | | | | | |
| Insurance | | | | | | | | | | | | | | | |
| Specific Assistance to Individuals | | | | | | | | | | | | | | | |
| Depreciation | | | | | | | | | | | | | | | |
| Other Non-Personnel | | | | | | | | | | | | | | | |
| Capital Purchase | | | | | | | | | | | | | | | |
| Indirect Costs | | | | | | | | | | | | | | | |
| Totals | | | | | | | | | | | | | | | |

REPORTING TEMPLATE

Introduction

Reporting Template has three parts:

- Schedule A,
 - Schedule B, and
 - Schedule C which are Program Expense Reports (PER), Program Revenue Reports (PRR) and Reconciliation Between Total and Reimbursable Expenses and Total Expense Summary Report.
- Program Expense Reports (PER), Program Revenue Reports (PRR) and Reconciliation Between Total and Reimbursable Expenses and Total Expense Summary Report including Schedule A-1 and Schedule B-1 must be submitted in the same format/the same column heading each quarter. The final Report (definition can be found in grant contract agreement) must be approved by the contracting state agency.

Schedule Headings

At the top of each schedule, the name of the reporting contractor/grantee and the period covered by the report need to be entered. The period of the report should always be the most recent quarter ended and report programs in the same sequence as the previous quarter.

Column Headings

For each program for Schedule A and B, Contracting State Agency, Program Name, Assistance Listing Number/Program Number, Edison Contract Number, and Grant/Contract Term should be entered. These can be found in the grant contract agreement.

- The Contracting State Agency is for the state agency who awards the grant and initiates the contract agreement.
- The Program Name is the title to describe the program or the title that corresponds to the Federal Assistance Listing number.
- The Assistance Listing Number/Program Name is a number assigned to identify the Federal Assistance Listings under which the subaward was made by the contracting State agency.
- The Edison contract number is the number assigned by the contracting state agency and should include the amendment number, if any. This can be found in the grant contract agreement.
- The grant/contract term is the beginning and ending dates of the grant/contract. This can be found in the grant contract agreement.

Program Columns

Program expense columns (Quarter-To-Date and Year-To-Date) are for reporting direct program expenses. Direct program expenses that benefit more than one program (i.e., allocable-direct costs) may be allocated to the benefitted programs within the expense categories. The cognizant state agency should approve the method used for cost allocations and the contacting state agency should abide by the cost allocation approved by the cognizant state agency.

The Quarter-To-Date column can be used to capture all expenses for the specific quarter. For example, the expenses for the 2nd quarter (from 10/1/22 to 12/31/2022) can be entered in this column.

All accumulated expenses for each program can be entered in Year-To-Date column. For example, if a grantee/organization has entered the expenses for the 2nd quarter in Quarter-To-Date column, all accumulated expenses for the 1st quarter and the 2nd quarter should be entered in Year-To-Date column.

Do not send a worksheet that is linked to another file

E-mail completed files to: policy2013_007.amo.health@tn.gov

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PROGRAM EXPENSE REPORT (PER) SCHEDULE A

Purpose/Scope

The Program Expense Report (PER Schedule A) contains expenses by the detailed line items and then summarizes by subtotals or total. This schedule can be used for any grants received from a state agency or multiple state agencies.

These expenses include direct and allocated direct program expenses in each line item. Per 2 CFR Part 200.413, direct costs are those costs that can be identified specifically with a particular final cost objective, such as a grant, or other internally or externally funded activity, or that can be directly assigned to such activities relatively easily with a high degree of accuracy. Per 2 CFR Part 200.405, allocable direct costs are those that benefit more than one program, but do not fall under the criteria of indirect costs.

Except for depreciation, every expense reported in Lines 1 through 21 must represent an actual cash disbursement or accrual (as defined in the Basis for Reporting Expenses/Expenditures section on page 1 of this instructions). If more than two programs (e.g., four programs), complete multiple Schedule As to report all four program expenses.

Instruction for Expenses by Object Line-Items

Line 1 Salaries and Wages

Enter the amount of compensation, fees, salaries, bonuses, severance payments, and wages paid to program directors, program managers/staffs, and employees.

References:

[2 CFR Part 200.430](#)

Form 990 Part IX line 5, 7

Line 2 Employee Benefits & Payroll Taxes

Enter (a) the grantee's/organization's contributions to pension plans and to employee benefit programs such as health, life, and disability insurance; and (b) the grantee's/organization's portion of payroll taxes such as social security, Medicare taxes, and unemployment and workers' compensation insurance.

References:

[2 CFR Part 200.431](#)

Form 990 Part IX lines 8, 9, 10

Line 3 Total Personnel Expenses

Add lines 1 Salaries and Wages and 2 Employee Benefits & Payroll Taxes.

Line 4 Professional Fees

Enter the costs/fees of professionals, consultants, and personal-service contractors who are not officers or employees of the grantee/organization. These include legal, accounting, and auditing fees.

References:

[2 CFR Part 200.459](#)

Form 990 Part IX line 11

Line 5 Supplies

Enter the grantee's/organization's expenses for office supplies, housekeeping supplies, and other supplies.

References:

[2 CFR Part 200.453](#)

Form 990 Part IX line 13

Line 6 Telecommunication

Enter the grantee's/organization's expenses for telephone, cellular phones, beepers, telegram, FAX, telephone equipment maintenance, internet, cloud servers, and other related expenses.

References:

[2 CFR Part 200.471](#)

Form 990 Part IX line 13

Line 7 Postage and Shipping

Enter the grantee's/organization's expenses for postage, messenger services, overnight delivery, outside mailing service fees, freight and trucking, and maintenance of delivery and shipping vehicles. Include vehicle insurance here or on line 14.

References:

[2 CFR Part 200.474](#)

Form 990 Part IX line 13

Line 8 Occupancy

Enter the grantee's/organization's expenses for use of office space and other facilities including rent, heat, light, power, other utilities, outside janitorial services, mortgage interest, real estate taxes, and similar expenses. Include property insurance here or on line 14.

References:

[2 CFR Part 200.465](#)

Form 990 Part IX line 16

Line 9 Equipment Rental and Maintenance

Enter the grantee's/organization's expenses for renting and maintaining computers, copiers, postage meters, other office equipment, and other equipment, except for telecommunications, truck, and automobile expenses, reportable on lines 6, 7, and 11, respectively.

References:

[2 CFR Part 200.452](#)

Form 990 Part IX line 13

Line 10 Printing and Publications

Enter the grantee's/organization's expenses for producing printed materials, purchasing books and publications, buying subscriptions to publications, publication costs for electronic and print media, and page charges for professional journal publications.

References:

[2 CFR Part 200.461](#)

Form 990 Part IX line 13

Line 11

Travel

Enter the grantee's/organization's expenses for airfare, transportation, meals and lodging, subsistence, and related items incurred by employees on official business of the organization. These costs may be charged on an actual cost basis, on a per diem or mileage basis in lieu of actual costs incurred, consistent with those normally allowed in like circumstances in the organization's non-federal/state-funded activities and in accordance with organization's written travel reimbursement policies. Include gas and oil, repairs, licenses and permits, and leasing costs for company vehicles. Include travel expenses for meetings and conferences. Include vehicle insurance here or on line 14.

If an organization does not have the written travel reimbursement policies, they may use the State Travel policy which is:

[F&A Policy 08 Comprehensive State Travel Regulations.](#)

References:

[2 CFR Part 200.475](#)

Form 990 Part IX line 17

Line 12

Conference and Meetings

Enter the grantee's/organization's expenses for conducting or attending meetings, conferences, seminars, retreats, and conventions including registration fees. When host of conference, include rental of facilities, speakers' fees and expenses, costs of meals and refreshment (food and beverages), and printed materials for the conference.

References:

[2 CFR Part 200.432](#)

Form 990 Part IX line 19

Line 13

Interest

Enter the interest expense for the business related loans and interest costs that are related to capital leases on equipment, trucks and automobiles, and other notes and loans. Do not include mortgage interest reportable on line 8.

References:

[2 CFR Part 200.449](#)

Form 990 Part IX line 20

Line 14

Insurance

Enter the grantee's/organization's expenses for liability insurance, fidelity bonds, and other insurance. Do not include employee-related insurance reportable on line 2. Do not include shipping vehicle, property, and organization vehicles for travel if reported on lines 7, 8, or 11 respectively.

References:

[2 CFR Part 200.447](#)

Form 990 Part IX line 23

Line 15 Grants and Awards

Enter the grantee's/organization's awards, grants, subsidies, and other pass-through expenditures to other organizations. Include allocations to affiliated organizations. Include in-kind grants to other organizations. Include scholarships, tuition payments, travel allowances, and equipment allowances to clients. These expenses will not include when calculating Administrative Expense in line 22.

References:

[2 CFR Part 200.1](#)

Form 990 Part IX line 1

Line 16 Specific Assistance to Individuals

Enter the grantee's/organization's direct payment for expenses of clients, patients, and individual beneficiaries. Include such expenses as medicines, medical and dental fees, children's board, food and homemaker services, clothing, transportation, insurance coverage, scholarships, fellowships, stipends, research grants, wage supplements, and similar payments.

References:

[2 CFR Part 200.456](#)

Form 990 Part IX line 2

Line 17 Depreciation

Enter the expenses the grantee's/organization's records for depreciation (the method for allocating the cost of fixed assets to periods benefitting from asset use) of equipment, buildings, leasehold improvements, and other depreciable fixed assets.

References:

[2 CFR Part 200.436](#)

Form 990 Part IX line 22

Line 18 Other Nonpersonnel Expenses

Enter the grantee's/organization's allowable expenses for Advertising, Information Technology, Bad Debts, Contingency Provisions, Fines and Penalties, Independent Research and Development, Organization Costs, Rearrangement and Alteration, Recruiting, and Taxes. Include the Organization's and Employees' Membership Dues in Associations and Professional Societies. Include other fees for the Organization's Licenses, Permits, and Registrations, etc.

NOTE: Expenses reportable on lines 1 through 17 should not be reported as an additional expense category on line 18. A description should be attached for each additional category entered on line 18. The contracting state agency may determine these requirements in the grant contract agreement.

a) Advertising:

Enter expenses paid for advertising. Include amounts for print and electronic media advertising. Also include internet site link costs, signage costs, and advertising costs for the organization's in-house fundraising campaigns.

References:

[2 CFR Part 200.421](#)

Form 990 Part IX line 12

b) Information Technology:

Enter expenses for information technology, including hardware, software, and support services such as maintenance, help desk, and other technical support services. Also include expenses for infrastructure support, such as website design and operations, virus protection and other information security programs and services to keep the organization's website operational and secured against unauthorized and unwarranted intrusions, and other information technology contractor services.

References:

[2 CFR Part 200.1](#)

Form 990 Part IX line 14

c) Bad Debts:

Enter expense amounts for losses (whether actual or estimated) arising from uncollectable accounts and other claims, related collection costs, and related legal costs.

References:

[2 CFR Part 200.426](#)

Form 990 Part IX line 24

d) Contingency Provisions:

Enter expense amounts for contributions to a contingency reserve or any similar provision made for events the occurrence of which cannot be foretold with certainty as to time, intensity, or with an assurance of their happening.

References:

[2 CFR Part 200.433](#)

Form 990 Part IX line 24

e) Fines and Penalties:

Enter costs of fines and penalties resulting from violations of, or failure of the organization to comply with Federal, State, and local laws and regulations except when incurred as a result of compliance with specific provisions of an award or instructions in writing from the awarding agency.

References:

[2 CFR Part 200.441](#)

Form 990 Part IX line 24

f) Independent Research and Development:

Enter the expenses of all research activities, including the training of individuals in research techniques.

References:

[2 CFR Part 200.1](#)

Form 990 Part IX line 24

g) Organization Costs:

Enter expenses such as incorporation fees, brokers' fees, fees to promoters, and organizers.

References:

[2 CFR Part 200.455](#)

Form 990 Part IX line 24

h) Rearrangement and Alteration:

Enter expenses incurred for ordinary or normal rearrangement and alteration of facilities. Include the expenses incurred in the restoration or rehabilitation of the organization's facilities.

References:

[2 CFR Part 200.462](#)

Form 990 Part IX line 24

i) Recruiting:

Enter expenses for recruiting staff and maintaining workload requirements, costs of "help wanted" advertising, operating costs of an employment office necessary to secure and maintain an adequate staff, costs of operating an aptitude and educational testing program and relocation costs incurred incident to recruitment of new employees.

References:

[2 CFR Part 200.463](#)

Form 990 Part IX line 24

j) Taxes:

Enter expenses for payment of taxes to the local government or state.

References:

[2 CFR Part 200.470](#)

Form 990 Part IX line 24

k) Organization's and Employee's Membership Dues in Associations and Professional Societies:

Enter expenses of the organization's membership or subscriptions in business, technical, and professional organizations.

References:

[2 CFR Part 200.454](#)

Form 990 Part IX line 24

Line 19Total Nonpersonnel Expenses

Add lines 4 Professional Fees through 18 Other Non-personnel Expenses.

Line 20Reimbursable Capital Purchases

Enter the organization's purchases of fixed assets. Include land, equipment, buildings, leasehold improvements, and other fixed assets.

References:

[2 CFR Part 200.439](#)

Form 990 Part X line 10a or Schedule D Part VI

Line 21 Total Direct Program Expenses

Add Line 3 Total Personnel Expenses, and Line 19 Total Non-personnel Expenses, and Line 20 Reimbursable Capital Purchases. These expenses are the summary of the direct and allocated direct program expenses that entered in Line 1 Salaries and Wages through Line 20 Reimbursable Capital Purchases.

Reference:

[2 CFR Part 200.405](#)

[2 CFR Part 200.413](#)

Form 990 Part IX, column B

Line 22 Administrative Expenses

The distribution will be made in accordance with an allocation plan approved by your cognizant state agency. Pass-through funds (Line 15 Grants and Awards) are not included when computing administrative expenses.

References:

[2 CFR Part 200.414](#)

Form 990 Part IX, Column C

Line 23 Total Direct Program and Administrative Expenses

Line 23 is the total of Line 21 Total Direct Program Expenses and Line 22 Administrative Expenses. Total Direct Program and Administrative Expenses (Line 23) Year To Date (if quarter end 3/31/2023) should agree with Total of YTD (Year To Date) Actual Expenditures Through 3/31/2023 (Column E) of the Invoice for Reimbursement.

Line 24 In-Kind Expenses

In-kind Expenses is for reporting the value of contributed resources (non-cash) applied to the program. Approval and reporting guidelines for in-kind contributions will be specified by those contracting state agencies who allow their use toward earning grant funds.

References:

[2 CFR Part 200.434](#)

Form 990 Part XI line 6

Line 25 Total Program Expenses

The sum of Line 23 Total Direct Program and Administrative Expenses and Line 24 In-kind Expenses goes on this line.

PROGRAM EXPENSE REPORT (PER) SCHEDULE A-Q1-Q4

Purpose/Scope

This template tracks expenses for all the quarters and summarizes in the Year-To-Date column. The Year-To-Date column can be linked to Year-To-Date column of the Schedule A.

Additionally, this schedule provides the Grant Budget Amount (from grant contract agreement) column and the Over/(Under) Budget Amount column which compares cumulative Year-To-Date expenses to Grant Budget Amount.

Instruction for Expenses by Object Line-Items

The instructions for expense line items are the same as Schedule A.

PROGRAM REVENUE REPORT AND RECONCILIATION BETWEEN TOTAL PROGRAM AND REIMBURSABLE EXPENSES SCHEDULE B

Purpose/Scope

Program Revenue Report (PRR) and Reconciliation Between Total and Reimbursable Expenses, Schedule B, are intended to capture all revenue by the detailed source and reconcile total program expenses and reimbursable expenses. Each revenue column should match up with the Edison Contract Number and the Program Name from Schedule A and align with its corresponding expense column from the Schedule A. The Reconciliation of Total Program Expenses And Reimbursable Expenses, at the bottom of Schedule B, should be completed to show how Total Program Expenses (Line 51 of Schedule B or Line 25 of Schedule A) reconciles to the amount to be reimbursed.

If multiple programs exist, additional copies of the Schedule B can be used to enter all Program Revenue and Reconciliation Between Total and Reimbursable Expenses.

Additional supplemental schedules showing the Sources of Revenue in the aggregations may be attached, if needed. The contracting state agency may provide more guidance in the grant contract agreement.

Instruction for Sources of Revenue

• Reimbursable Program Funds

Line 31

Reimbursable Federal Program Funds

Enter the portion of Total Direct Program & Administrative Expenses reported on Line 23 of the Schedule A that are reimbursable from the Federal program funds.

Reference:
Form 990 Part VIII 1e

Line 32 Reimbursable State Program Funds

Enter the portion of Total Direct Program & Administrative Expenses reported on Line 23 of the Schedule A that are reimbursable from the state program funds.

Reference:
Form 990 Part VIII 1e

Line 33 Total Reimbursable Program Funds

Add Line 31 Reimbursable Federal Program Funds and Line 32 Reimbursable State Program Funds.

• Matching Revenue Funds

Note: matching requirements can be found in the grants contact agreement for the grants received from the contracting state agency.

Line 34 Other Federal Funds

Enter the matching portion (the grantee portion) of the program costs that will be covered by other Federal fund sources.

Reference:
Form 990 Part VIII 1e

Line 35 Other State Funds

Enter the matching portion (the grantee portion) of the program costs that will be covered by other State fund source.

Reference:
Form 990 Part VIII 1e

Line 36 Other Government Funds

Enter the matching portion (the grantee portion) of the program costs that will be covered by other government fund source.

Reference:
Form 990 Part VIII 1e

Line 37 Cash Contributions (Nongovernment)

Enter the matching portion (the grantee portion) of the cash contributions that were received from corporations, foundations, trusts, and individuals, United Ways, other not-for-profit organizations, and affiliated organizations. This is only applicable when the grantee has received contributions from above donors for this program and this is included as expense line-items of the Schedule A.

References:
Form 990 Part VIII 1f

Line 38 In-Kind Contributions (Equals Schedule A. Line 24)

Enter the matching portion (the grantee portion) of the direct and administrative in-kind contributions.

Approval and guidelines for valuation and reporting of in-kind contributions will be specified by those grantor agencies who allow their use toward program purposes.

References:

Form 990 Part VIII line 1f and Part XI line 6

Line 39 Program Income

Enter the matching portion (the grantee portion) of program income. For example, income from fees for services performed.

Reference:

Form 990 Part VIII line 2a to 2f

Line 40 Other Matching Revenue

Enter the matching portion of other revenues that are not included in lines 34 through 39.

References:

Form 990 Part VIII 3 through 11e

Line 41 Total Matching Revenue Funds

Add lines 34 through 40.

Line 42 Other Program Funds

Enter any other program revenues that are funded by the contracting state agency but are not reported as matching revenue funds on Line 41 Total Matching Revenue Funds. Example of this can be in-kind expenses (Line 24 of Schedule A), if any.

References:

Form 990 Part VIII 1a through 11e

Line 43 Total Revenue

Add lines 33, 41, and 42.

References:

Form 990 Part VIII 12

Instruction for Reconciliation Between Total and Reimbursable Expenses

Line 51 Total Program Expenses

This line is brought forward from Line 25 Total Program Expenses on Schedule A.

Line 52 Other Unallowable Expenses

Enter amount for Other Unallowable Expenses here. Some program expenses may not be reimbursable under certain grants. Example of this can be the in-kind expenses which is non-cash item. This will vary according to the contracting state agency and the type of grant or contract. Consult with the contracting state agency that funds the program for additional guidelines.

Line 53 Excess Administration

This line may be used to deduct allocated Administration and General expenses (indirect costs) in excess of the allowable percentage specified in the grant contract agreement or the indirect cost rate that is approved by the cognizant State agency. This line may also be used to deduct an adjustment resulting from limitations on certain components of Administration and General expenses. Consult with the contracting state agency that funds the program for additional guidelines.

Line 54 Matching Expenses

Total program expenses should be deducted from matching (cost sharing) expenses required by the program compliance. This portion can be specified as an amount or percentage to match the federal award. Program income (e.g., user fees or rental of real property) can be deducted from matching portion.

Line 55 Reimbursable Expense (Line 51 Less Lines 52, 53, And 54)

This should equal the amount the contracting state agency has already paid for the quarter's operations of the program. The cumulative Year-To-Date column is what the grantor has actually paid to date if the organization has submitted the invoice and reimbursed monthly.

Line 56 Total Reimbursement To Date

The Quarter-to-Date column is the total amounts received for this quarter from filing of Invoices for Reimbursement (usually monthly). The cumulative Year-to-Date column amount is the total amount received for the grant program.

Line 57 Difference (Line 55 minus Line 56)

This is the portion of Reimbursable Expenses that are not paid yet. If a grantee submits a monthly invoice for reimbursement and reimbursement has been received, this will be zero.

Line 58 Advances

Any advance payments from the contracting state agency should appear on this line. Most of time, the contracting state agency will not pay the expenses in advance.

Line 59 This Reimbursement (Line 57 minus 58)

The remainder should be the amount due under the grant contract. Request for reimbursement is made through the invoicing process and not through filing of the quarterly or annual report. Any amounts showing here needed to be included in the invoice for reimbursement.

NONGRANT EXPENSE REPORT (NER) NONGRANT REVENUE REPORT (NRR) AND RECONCILIATION BETWEEN TOTAL NONGRANT AND REIMBURSABLE EXPENSES SCHEDULE A-1, SCHEDULE A-1-Q1-Q4, and SCHEDULE B-1

Purpose/Scope

These schedules may be used for the nongrants/unallowable expenses that are not reimbursed/will not be reimbursed by the contracting state agencies.

These schedules should be completed to reconcile expenses per the Total Expense Summary Report (Schedule C) to the trial balance/general ledger when the nongrants/unallowable expenses exist in the grantee's books.

Instruction for Schedules A-1, A-1-Q1-Q4, and B-1

The instruction for these schedules A-1, A-1-Q1-Q4, and B-1 are the same as the instructions for Schedule A and B except these expenses will not be reimbursed by the contracting state agency.

Heading sections may be entered as N/A if this heading is not applicable for Nongrant/Unallowable Expense or Revenue.

TOTAL EXPENSE SUMMARY REPORT Schedule C

Purpose/Scope

The Total Expense Summary Report is intended to recap all the direct program expenses in one column, separately identify nongrant/unallowable expenses, and total administrative expenses in other columns, as well as a grand total of all the expenses of the grantee. The amounts in Grand Total Year-to-Date column should tie to the general ledger/trial balance of the grantee/organization.

Schedule C should be only one schedule regardless if there are multiple Schedule As and Bs. The grantee will complete all the schedules at one time and will submit the same schedule to the multiple contracting state agencies if the grantee has received awards from the multiple state agencies.

Instruction for Expenses by Object Line-Items

The object line-items are the same as Schedule A. See each line-item instruction in Schedule A.

Instruction for Columns

Total Direct Program Expenses Column

This column is the summary of all the individual programs' cumulative year to date expenses as identified separately under the respective program names in Schedule A.

Total Nongrant/Unallowable Expenses Column

The nongrant/unallowable expense column includes the following expenses:

- I. The cumulative year-to-date expenses for all other programs that are not funded by the contracting state agency/agencies.
- II. The cumulative year-to-date expenses for fund-raising activities, if any.
- III. Other cumulative year-to-date expenses that are not allowable for reimbursement according to the terms of the grants or the Federal guidance.

Total Administrative Expenses Column

The administrative expenses column is for categorizing the cumulative year-to-date administrative expenses into the Expense by Object. Total Direct Program Expenses (line 21) of this column is the sum of all the line 21s. Line 22 of this column will make line 21 amount to be a credit amount so that Total Direct and Administrative Expenses is showing zero since these expenses are already claimed in columns Total Direct Program Expenses Year-To-Date and Total Nongrant/Unallowable Expenses Year-To-Date.

Grand Total Column

The Grand Total column contains all the cumulative year-to-date expenses for the entire reporting organization. The Grant Total Year-to-Date expenses must be traceable to the reporting organization's general ledger or trial balance.

**STATE OF TENNESSEE
PROGRAM EXPENSE REPORT**

Schedule APage # of # Pages: Contractor/Grantee Name: Report Period:

Contracting State Agency:

Program Name:

Assistance Listing Number/Program Number:

Edison Contract Number:

Grant/Contract Term:

| Line Item # | Expense By Object | Quarter To Date | Year To Date | Quarter To Date | Year To Date |
|----------------|---|-----------------|--------------|-----------------|--------------|
| 1 | Salaries and Wages | | 0.00 | | 0.00 |
| 2 | Employee Benefits & Payroll Taxes | | 0.00 | | 0.00 |
| 3 | Total Personnel Expenses | 0.00 | 0.00 | 0.00 | 0.00 |
| 4 | Professional Fees | | 0.00 | | 0.00 |
| 5 | Supplies | | 0.00 | | 0.00 |
| 6 | Telecommunication | | 0.00 | | 0.00 |
| 7 | Postage and Shipping | | 0.00 | | 0.00 |
| 8 | Occupancy | | 0.00 | | 0.00 |
| 9 | Equipment Rental and Maintenance | | 0.00 | | 0.00 |
| 10 | Printing and Publications | | 0.00 | | 0.00 |
| 11 | Travel | | 0.00 | | 0.00 |
| 12 | Conferences and Meetings | | 0.00 | | 0.00 |
| 13 | Interest | | 0.00 | | 0.00 |
| 14 | Insurance | | 0.00 | | 0.00 |
| 15 | Grants and Awards | | 0.00 | | 0.00 |
| 16 | Specific Assistance to Individuals | | 0.00 | | 0.00 |
| 17 | Depreciation | | 0.00 | | 0.00 |
| 18 | Other Non-personnel Expenses: (list details in a-d) | | | | |
| a | | | 0.00 | | 0.00 |
| b | | | 0.00 | | 0.00 |
| c | | | 0.00 | | 0.00 |
| d | | | 0.00 | | 0.00 |
| 19 | Total Non-personnel Expenses | 0.00 | 0.00 | 0.00 | 0.00 |
| 20 | Reimbursable Capital Purchases | | 0.00 | | 0.00 |
| 21 | Total Direct Program Expenses | 0.00 | 0.00 | 0.00 | 0.00 |
| 22 | Administrative Expenses | | 0.00 | | 0.00 |
| 23 | Total Direct and Administrative Expenses | 0.00 | 0.00 | 0.00 | 0.00 |
| 24 | In-Kind Expenses | | 0.00 | | 0.00 |
| 25 | Total Program Expenses | 0.00 | 0.00 | 0.00 | 0.00 |

STATE OF TENNESSEE
PROGRAM EXPENSE REPORT

Schedule A-Q1-Q4

Page # of # Pages:

Contractor/Grantee Name:

Report Period:

Contracting State Agency:

Program Name:

Assistance Listing Number/Program Number:

Edison Contract Number:

Grant/Contract Term:

| Line Item # | Expense By Object | | | | | Grant Budget Amount | | Over/(Under) Budget Amount |
|----------------|---|-----------|-----------|-----------|-----------|---------------------|------------------------------|-------------------------------|
| | | 1 Quarter | 2 Quarter | 3 Quarter | 4 Quarter | Year To Date | (From Contract Agreement) | |
| 1 | Salaries and Wages | | | | | 0.00 | | 0.00 |
| 2 | Employee Benefits & Payroll Taxes | | | | | 0.00 | | 0.00 |
| 3 | Total Personnel Expenses | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 4 | Professional Fees | | | | | 0.00 | | 0.00 |
| 5 | Supplies | | | | | 0.00 | | 0.00 |
| 6 | Telecommunications | | | | | 0.00 | | 0.00 |
| 7 | Postage and Shipping | | | | | 0.00 | | 0.00 |
| 8 | Occupancy | | | | | 0.00 | | 0.00 |
| 9 | Equipment Rental and Maintenance | | | | | 0.00 | | 0.00 |
| 10 | Printing and Publications | | | | | 0.00 | | 0.00 |
| 11 | Travel | | | | | 0.00 | | 0.00 |
| 12 | Conferences and Meetings | | | | | 0.00 | | 0.00 |
| 13 | Interest | | | | | 0.00 | | 0.00 |
| 14 | Insurance | | | | | 0.00 | | 0.00 |
| 15 | Grants and Awards | | | | | 0.00 | | 0.00 |
| 16 | Specific Assistance to Individuals | | | | | 0.00 | | 0.00 |
| 17 | Depreciation | | | | | 0.00 | | 0.00 |
| 18 | Other Non-personnel Expenses: (list details in a-d) | | | | | | | 0 |
| a | | | | | | 0.00 | | 0.00 |
| b | | | | | | 0.00 | | 0.00 |
| c | | | | | | 0.00 | | 0.00 |
| d | | | | | | 0.00 | | 0.00 |
| 19 | Total Non-personnel Expenses | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 20 | Reimbursable Capital Purchases | | | | | 0.00 | | 0.00 |
| 21 | Total Direct Program Expenses | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 22 | Administrative Expenses | | | | | 0.00 | | 0.00 |
| 23 | Total Direct and Administrative Expenses | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 24 | In-Kind Expenses | | | | | 0.00 | | 0.00 |
| 25 | Total Program Expenses | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |

STATE OF TENNESSEE
NONGRANT/UNALLOWABLE EXPENSE REPORT

Schedule A-1

Page # of # Pages: Contractor/Grantee Name: Report Period:

Contracting State Agency:

Program Name:

Assistance Listing Number/Program Number:

Edison Contract Number:

Grant/Contract Term:

| Line Item # | Expense By Object | Quarter To Date | Year To Date | Quarter To Date | Year To Date |
|-------------|--|-----------------|--------------|-----------------|--------------|
| 1 | Salaries and Wages | | 0.00 | | 0.00 |
| 2 | Employee Benefits & Payroll Taxes | | 0.00 | | 0.00 |
| 3 | Total Personnel Expenses | 0.00 | 0.00 | 0.00 | 0.00 |
| 4 | Professional Fees | | 0.00 | | 0.00 |
| 5 | Supplies | | 0.00 | | 0.00 |
| 6 | Telecommunication | | 0.00 | | 0.00 |
| 7 | Postage and Shipping | | 0.00 | | 0.00 |
| 8 | Occupancy | | 0.00 | | 0.00 |
| 9 | Equipment Rental and Maintenance | | 0.00 | | 0.00 |
| 10 | Printing and Publications | | 0.00 | | 0.00 |
| 11 | Travel | | 0.00 | | 0.00 |
| 12 | Conferences and Meetings | | 0.00 | | 0.00 |
| 13 | Interest | | 0.00 | | 0.00 |
| 14 | Insurance | | 0.00 | | 0.00 |
| 15 | Grants and Awards | | 0.00 | | 0.00 |
| 16 | Specific Assistance to Individuals | | 0.00 | | 0.00 |
| 17 | Depreciation | | 0.00 | | 0.00 |
| 18 | Other Non-personnel Expenses: (list details in a-d) | | | | |
| a | | | 0.00 | | 0.00 |
| b | | | 0.00 | | 0.00 |
| c | | | 0.00 | | 0.00 |
| d | | | 0.00 | | 0.00 |
| 19 | Total Non-personnel Expenses | 0.00 | 0.00 | 0.00 | 0.00 |
| 20 | Reimbursable Capital Purchases | | 0.00 | | 0.00 |
| 21 | Total Direct Nongrant Expenses | 0.00 | 0.00 | 0.00 | 0.00 |
| 22 | Administrative Expenses | | 0.00 | | 0.00 |
| 23 | Total Direct Nongrant and Administrative Expenses | 0.00 | 0.00 | 0.00 | 0.00 |
| 24 | In-Kind Expenses | | 0.00 | | 0.00 |
| 25 | Total Nongrant Expenses | 0.00 | 0.00 | 0.00 | 0.00 |

STATE OF TENNESSEE
NONGRANT / UNALLOWABLE EXPENSE REPORT

Schedule A-1-Q1-Q4

Page # of # Pages:

Contractor/Grantee Name:

Report Period:

Contracting State Agency:

Program Name:

Assistance Listing Number/Program Number:

Edison Contract Number:

Grant/Contract Term:

| Line Item # | Expense By Object | | | | | Grant Budget Amount | | Over/(Under) Budget Amount |
|----------------|---|-----------|-----------|-----------|-----------|---------------------|------------------------------|-------------------------------|
| | | 1 Quarter | 2 Quarter | 3 Quarter | 4 Quarter | Year To Date | (From Contract Agreement) | |
| 1 | Salaries and Wages | | | | | 0.00 | | 0.00 |
| 2 | Employee Benefits & Payroll Taxes | | | | | 0.00 | | 0.00 |
| 3 | Total Personnel Expenses | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 4 | Professional Fees | | | | | 0.00 | | 0.00 |
| 5 | Supplies | | | | | 0.00 | | 0.00 |
| 6 | Telecommunications | | | | | 0.00 | | 0.00 |
| 7 | Postage and Shipping | | | | | 0.00 | | 0.00 |
| 8 | Occupancy | | | | | 0.00 | | 0.00 |
| 9 | Equipment Rental and Maintenance | | | | | 0.00 | | 0.00 |
| 10 | Printing and Publications | | | | | 0.00 | | 0.00 |
| 11 | Travel | | | | | 0.00 | | 0.00 |
| 12 | Conferences and Meetings | | | | | 0.00 | | 0.00 |
| 13 | Interest | | | | | 0.00 | | 0.00 |
| 14 | Insurance | | | | | 0.00 | | 0.00 |
| 15 | Grants and Awards | | | | | 0.00 | | 0.00 |
| 16 | Specific Assistance to Individuals | | | | | 0.00 | | 0.00 |
| 17 | Depreciation | | | | | 0.00 | | 0.00 |
| 18 | Other Non-personnel Expenses: (list details in a-d) | | | | | | | 0.00 |
| a | | | | | | 0.00 | | 0.00 |
| b | | | | | | 0.00 | | 0.00 |
| c | | | | | | 0.00 | | 0.00 |
| d | | | | | | 0.00 | | 0.00 |
| 19 | Total Non-personnel Expenses | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 20 | Reimbursable Capital Purchases | | | | | 0.00 | | 0.00 |
| 21 | Total Direct Nongrant Expenses | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 22 | Administrative Expenses | | | | | 0.00 | | 0.00 |
| 23 | Total Direct Nongrant and Administrative Exp | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 24 | In-Kind Expenses | | | | | 0.00 | | 0.00 |
| 25 | Total Nongrant Expenses | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |

**STATE OF TENNESSEE
PROGRAM REVENUE REPORT AND
RECONCILIATION BETWEEN TOTAL PROGRAM AND REIMBURSABLE EXPENSES**

Schedule BPage # of # Pages: Contractor/Grantee Name: Report Period: Contracting State Agency: Program Name: Assistance Listing Number/Program Number: Edison Contract Number: Grant/Contract Term:

| Line Item # | Sources Of Revenue | Quarter To Date | Year To Date | Quarter To Date | Year To Date |
|---|--|----------------------|----------------------|----------------------|----------------------|
| Reimbursable Program Funds: | | | | | |
| 31 | Reimbursable Federal Program Funds (Line 23) | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> |
| 32 | Reimbursable State Program Funds (Line 23) | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> |
| 33 | Total Reimbursable Program Funds (equals line 55) | 0.00 | 0.00 | 0.00 | 0.00 |
| Matching Revenue Funds: | | | | | |
| 34 | Other Federal Funds | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> |
| 35 | Other State Funds | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> |
| 36 | Other Government Funds | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> |
| 37 | Cash Contributions (non-government) | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> |
| 38 | In-Kind Contributions (equals line 24) | 0.00 | 0.00 | 0.00 | 0.00 |
| 39 | Program Income | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> |
| 40 | Other Matching Revenue | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> |
| 41 | Total Matching Revenue Funds (lines 34 - 40) | 0.00 | 0.00 | 0.00 | 0.00 |
| 42 | Other Program Funds | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> |
| 43 | Total Revenue (lines 33, 41, & 42) | 0.00 | 0.00 | 0.00 | 0.00 |
| Reconciliation Between Total and Reimbursable Expenses | | | | | |
| 51 | Total Program Expenses (line 25) | 0.00 | 0.00 | 0.00 | 0.00 |
| 52 | Subtract Other Unallowable Expenses (contractual) | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> |
| 53 | Subtract Excess Administration Expenses (contractual) | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> |
| 54 | Subtract Matching Expenses (equals line 41) | 0.00 | 0.00 | 0.00 | 0.00 |
| 55 | Reimbursable Expenses (line 51 minus lines 52,53,54) | 0.00 | 0.00 | 0.00 | 0.00 |
| 56 | Total Reimbursement To Date | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> |
| 57 | Difference (line 55 minus line 56) | 0.00 | 0.00 | 0.00 | 0.00 |
| 58 | Advances | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> |
| 59 | This reimbursement (line 57 minus line 58) | 0.00 | 0.00 | 0.00 | 0.00 |

STATE OF TENNESSEE
NONGRANT/UNALLOWABLE REVENUE REPORT AND
RECONCILIATION BETWEEN TOTAL AND REIMBURSABLE EXPENSES

Schedule B-1

Page # of # Pages:

Contractor/Grantee Name:

Report Period:

| | | |
|---|--------------------------------|--------------------------------|
| Contracting State Agency: | <input type="text"/> | <input type="text"/> |
| Program Name: | <input type="text" value="A"/> | <input type="text" value="B"/> |
| Assistance Listing Number/Program Number: | <input type="text"/> | <input type="text"/> |
| Edison Contract Number: | <input type="text"/> | <input type="text"/> |
| Grant/Contract Term: | <input type="text"/> | <input type="text"/> |

| Line Item # | Sources Of Revenue | Quarter To Date | Year To Date | Quarter To Date | Year To Date |
|---|---|----------------------|----------------------|----------------------|----------------------|
| Reimbursable Nongrant Funds: | | | | | |
| 31 | Reimbursable Federal Program Funds (Line 23) | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> |
| 32 | Reimbursable State Program Funds (Line 23) | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> |
| 33 | Total Reimbursable Nongrant Funds (equals line 55) | 0.00 | 0.00 | 0.00 | 0.00 |
| Matching Revenue Funds: | | | | | |
| 34 | Other Federal Funds | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> |
| 35 | Other State Funds | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> |
| 36 | Other Government Funds | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> |
| 37 | Cash Contributions (non-government) | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> |
| 38 | In-Kind Contributions (equals line 24) | 0.00 | 0.00 | 0.00 | 0.00 |
| 39 | Program Income | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> |
| 40 | Other Matching Revenue | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> |
| 41 | Total Matching Revenue Funds (lines 34 - 40) | 0.00 | 0.00 | 0.00 | 0.00 |
| 42 | Other Program Funds | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> |
| 43 | Total Revenue (lines 33, 41, & 42) | 0.00 | 0.00 | 0.00 | 0.00 |
| Reconciliation Between Total and Reimbursable Expenses | | | | | |
| 51 | Total Nongrant Expenses (line 25) | 0.00 | 0.00 | 0.00 | 0.00 |
| 52 | Subtract Other Unallowable Expenses (contractual) | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> |
| 53 | Subtract Excess Administration Expenses (contractual) | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> |
| 54 | Subtract Matching Expenses (equals line 41) | 0.00 | 0.00 | 0.00 | 0.00 |
| 55 | Reimbursable Expenses (line 51 minus lines 52,53,54) | 0.00 | 0.00 | 0.00 | 0.00 |
| 56 | Total Reimbursement To Date | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> |
| 57 | Difference (line 55 minus line 56) | 0.00 | 0.00 | 0.00 | 0.00 |
| 58 | Advances | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> |
| 59 | This reimbursement (line 57 minus line 58) | 0.00 | 0.00 | 0.00 | 0.00 |

STATE OF TENNESSEE
TOTAL EXPENSE SUMMARY REPORT

Schedule CPage # of # Pages: Contractor/Grantee Name: Report Period:

| Line Item # | Expense By Object | Total Direct Program Expenses Year To Date | Total Nongrant/Unallowable Expenses Year To Date | Total Administrative Expenses Year To Date | Grand Total Year To Date |
|----------------|---|---|---|---|-----------------------------|
| 1 | Salaries and Wages | 0.00 | | | 0.00 |
| 2 | Employee Benefits & Payroll Taxes | 0.00 | | | 0.00 |
| 3 | Total Personnel Expenses | 0.00 | 0.00 | 0.00 | 0.00 |
| 4 | Professional Fees | 0.00 | | | 0.00 |
| 5 | Supplies | 0.00 | | | 0.00 |
| 6 | Telecommunication | 0.00 | | | 0.00 |
| 7 | Postage and Shipping | 0.00 | | | 0.00 |
| 8 | Occupancy | 0.00 | | | 0.00 |
| 9 | Equipment Rental and Maintenance | 0.00 | | | 0.00 |
| 10 | Printing and Publications | 0.00 | | | 0.00 |
| 11 | Travel | 0.00 | | | 0.00 |
| 12 | Conferences and Meetings | 0.00 | | | 0.00 |
| 13 | Interest | 0.00 | | | 0.00 |
| 14 | Insurance | 0.00 | | | 0.00 |
| 15 | Grants and Awards | 0.00 | | | 0.00 |
| 16 | Specific Assistance to Individuals | 0.00 | | | 0.00 |
| 17 | Depreciation | 0.00 | | | 0.00 |
| 18 | Other Non-personnel Expenses: (list details in a-d) | | | | |
| a | | 0.00 | | | 0.00 |
| b | | 0.00 | | | 0.00 |
| c | | 0.00 | | | 0.00 |
| d | | 0.00 | | | 0.00 |
| 19 | Total Non-personnel Expenses | 0.00 | 0.00 | 0.00 | 0.00 |
| 20 | Reimbursable Capital Purchases | 0.00 | | | 0.00 |
| 21 | Total Direct Program Expenses | 0.00 | 0.00 | 0.00 | 0.00 |
| 22 | Administrative Expenses | 0.00 | | | 0.00 |
| 23 | Total Direct and Administrative Expenses | 0.00 | 0.00 | 0.00 | 0.00 |
| 24 | In-Kind Expenses | 0.00 | | | 0.00 |
| 25 | Total Expenses | 0.00 | 0.00 | 0.00 | 0.00 |

Annual (Final) Report*

- 1. Grantee Name:**
- 2. Grant Contract Edison Number:**
- 3. Grant Term:**
- 4. Grant Amount:**
- 5. Narrative Performance Details:** *(Description of program goals, outcomes, successes and setbacks, benchmarks or indicators used to determine progress, any activities that were not completed)*

Submit one copy to:

Kathy Robinson, Children's Special Services Program Director at kathy.robinson@tn.gov;

fa.audit@tn.gov, **TN Department of Finance and Administration**

**GRANT CONTRACT
BETWEEN THE METROPOLITAN GOVERNMENT
OF NASHVILLE AND DAVIDSON COUNTY
AND
WATER WALKERS**

This Grant Contract issued and entered into pursuant to Resolution RS2025-_____ by and between the Metropolitan Government of Nashville and Davidson County ("Metro"), and Water Walkers, ("Recipient"), is for the provision of the South Nashville Community Safety program, as further defined in the "SCOPE OF PROGRAM". Attachments A through H are incorporated herein by reference.

A. SCOPE OF PROGRAM:

- A.1. The Recipient will leverage grant funds to enhance current programming and introduce services at a new facility to support the target community.

The program will focus on the following:

- Expansion to a New Facility:
 - 1) Grant funding will enable the addition of a new outreach location at Watson Grove Baptist Church. The expansion will allow for programming to reach five additional schools within Nashville's South area, particularly focusing on Edgehill and JC Napier communities. The facility will serve as a central hub for programming, providing resources and support tailored to youth and autistic adults in the area.
- Core Service Area – Program Pillars:
 - 1) Basic Needs:
 - a) Addressing essential needs, including access to hygiene products and mental health counseling, prioritizing resources for those experiencing Adverse Childhood Experiences (ACEs).
 - b) Wellness and Mental Health Support
 - c) Services aimed at enhancing mental wellness, addressing ACEs, and fostering resilience among participants to improve overall health and stability.
 - 2) Education:
 - a) Utilizing award-winning educational tools to evaluate current grade levels in reading and math, ensuring educational support is appropriately tailored to each participant's unique needs and strengths.
 - b) Outdoor Adventure and Community Engagement
 - c) Organizing approximately 50 outdoor adventures per year, Water Walkers will continue to build confidence and provide unique experiential learning opportunities that promote teamwork, resilience, and physical health.
 - 3) Leadership Development:
 - a) Developing leadership skills through paid employment opportunities for youth 14 years and older, coupled with adult mentorship programs to prepare participants for meaningful roles within the community.

- A.2. The Recipient must spend funds consistent with the Grant Spending Plan, attached and incorporated herein as Attachment A. The Recipient must collect data to evaluate the effectiveness of their services and must provide those results to Metro according to a mutually acceptable process and schedule, and when needed, upon request. These data shall include:

- Number of residents served.
- Frequency of services provided.
- Sign in sheets with dates and times of services or meetings.
- Monthly progress reports.

Grant contract between the Metropolitan Government of Nashville and Davidson County and Water Walkers Contract # _____ March 20, 2025

- Number of schools participating in the program.
- Number of tutorial sessions held.
- Number of students engaged in job opportunities.
- Number of participants in ACEs and resilience sessions.
- Other data as requested.

A.3. The Recipient will only utilize these funds for services the Recipient provides to residents and/or visitors in Davidson County. Additionally, the Recipient must collect data on the primary county of residence of the clients it serves and provide that data to Metro upon request.

B. GRANT CONTRACT TERM:

B.1. **Grant Contract Term.** The term of this Grant will be twelve (12) months, commencing on the date this contract is approved by all required parties and filed in the office of the Metropolitan Clerk. Metro will have no obligation for services rendered by the Recipient that are not performed within this term.

C. PAYMENT TERMS AND CONDITIONS:

C.1. **Maximum Liability.** In no event will Metro's maximum liability under this Grant Contract exceed Seventy Three Thousand dollars (\$73,000). The Grant Spending Plan will constitute the maximum amount to be provided to the Recipient by Metro for all of the Recipient's obligations hereunder. The Grant Spending Plan 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 Recipient.

Subject to modification and amendments as provided in section D.2. of this Grant Contract, this amount will constitute the Grant Amount and the entire compensation to be provided to the Recipient by Metro.

C.2. **Payment Methodology.** The Recipient will only be compensated for actual costs based upon the Grant Spending Plan, not to exceed the maximum liability established in Section C.1. For each invoice submitted, the Recipient shall certify that the funds were utilized for necessary expenditures related to the completion of the work, as described in Section A of this Grant Contract.

Upon progress toward the completion of the work, as described in Section A of this Grant Contract, the Recipient shall submit invoices and any supporting documentation as requested by Metro to demonstrate that the funds are used as required by this Grant, prior to any payment for allowable costs. Such invoices shall be submitted no more often than monthly and indicate at a minimum the amount charged by Spending Plan line-item for the period invoiced, the amount charged by line-item to date, the total amount charged for the period invoiced, and the total amount charged under this Grant Contract to date.

Recipient must send all invoices to Anidolee.Melville-Chester@nashville.gov.

Final invoices for the contract period should be received within thirty (30) days after the end of the contract. Any invoice not received by the deadline date will not be processed and all remaining grant funds will expire.

C.3. **Annual Expenditure Report.** The Recipient must submit a final grant Annual Expenditure Report, to be received by bradley.thompson@nashville.gov and Anidolee.Melville-Chester@nashville.gov, within forty-five (45) days of the end of the Grant Contract. Said report

**Grant contract between the Metropolitan Government of Nashville and Davidson County and
Water Walkers Contract # _____ March 20, 2025**

must be in form and substance acceptable to Metro and must be prepared by a Certified Public Accounting Firm or the Chief Financial Officer of the Recipient Organization.

- C.4. **Payment of Invoice.** The payment of any invoice by Metro will not prejudice Metro's right to object to the invoice or any other related matter. Any payment by Metro will neither be construed as acceptance of any part of the work or service provided nor as an approval of any of the costs included therein.
- C.5. **Unallowable Costs.** The Recipient's invoice may be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by Metro, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs. Utilization of Metro funding for services to non-Davidson County residents is not allowed. Any unallowable cost discovered after payment of the final invoice shall be returned by the Recipient to Metro within fifteen (15) days of notice.
- C.6. **Deductions.** Metro reserves the right to adjust any amounts which are or become due and payable to the Recipient by Metro under this or any Contract by deducting any amounts which are or become due and payable to Metro by the Recipient under this or any Contract.
- C.7. **Travel Compensation.** Payment to the Recipient for travel, meals, or lodging is subject to amounts and limitations specified in Metro's Travel Regulations and subject to the Grant Spending Plan.
- C.8. **Electronic Payment.** Metro requires as a condition of this contract that the Recipient have on file with Metro a completed and signed "ACH Form for Electronic Payment". If Recipient has not previously submitted the form to Metro or if Recipient's information has changed, Recipient will have thirty (30) days to complete, sign, and return the form. Thereafter, all payments to the Recipient, under this or any other contract the Recipient has with Metro, must be made electronically.
- D. **STANDARD TERMS AND CONDITIONS:**
- D.1. **Required Approvals.** Metro is not bound by this Grant Contract until it is approved by the appropriate Metro representatives as indicated on the signature page of this Grant.
- D.2. **Modification and Amendment.** This Grant Contract may be modified only by a written amendment that has been approved in accordance with all Metro procedures and by appropriate legislation of the Metropolitan Council.
- D.3. **Termination for Cause.** Should the Recipient fail to properly perform its obligations under this Grant Contract or if the Recipient violates any terms of this Grant Contract, Metro will have the right to immediately terminate the Grant Contract and the Recipient must return to Metro any and all grant monies for services or programs under the grant not performed as of the termination date. The Recipient must also return to Metro any and all funds expended for purposes contrary to the terms of the Grant. Such termination will not relieve the Recipient of any liability to Metro for damages sustained by virtue of any breach by the Recipient.
- D.4. **Termination - Notice.** Metro may terminate the Grant Contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by Metro. Metro shall give the Recipient at least thirty (30) days written notice before effective termination date.
- a) The Recipient shall be entitled to receive compensation for satisfactory, authorized service completed as of the effective termination date, but in no event shall Metro be liable to the Recipient for compensation for any service that has not been rendered.

Grant contract between the Metropolitan Government of Nashville and Davidson County and Water Walkers Contract # _____ March 20, 2025

- b) Upon such termination, the Recipient shall have no right to any actual general, special, incidental, consequential or any other damages whatsoever of any description or amount.
- D.5. **Termination - Funding.** The Grant Contract is subject to the appropriation and availability of local, State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, Metro shall have the right to terminate the Grant Contract immediately upon written notice to the Recipient. Upon receipt of the written notice, the Recipient shall cease all work associated with the Grant Contract on or before the effective termination date specified in the written notice. Should such an event occur, the Recipient shall be entitled to compensation for all satisfactory and authorized services completed as of the effective termination date. The Recipient shall be responsible for repayment of any funds already received in excess of satisfactory and authorized services completed as of the effective termination date.
- D.6. **Subcontracting.** The Recipient may 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 Metro. Notwithstanding any use of approved subcontractors, the Recipient will be considered the prime Recipient and will be responsible for all work performed.
- D.7. **Conflicts of Interest.** The Recipient warrants that no part of the total Grant Amount will be paid directly or indirectly to an employee or official of Metro as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Recipient in connection with any work contemplated or performed relative to this Grant Contract.
- D.8. **Nondiscrimination.** The Recipient hereby agrees, warrants, and assures that no person will 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 Recipient on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification which is in violation of applicable laws. The Recipient must, upon request, show proof of such nondiscrimination and must post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.9. **Records.** The Recipient must maintain documentation for all charges to Metro under this Grant Contract. The books, records, and documents of the Recipient, insofar as they relate to work performed or money received under this Grant Contract, must be maintained for a period of three (3) full years from the date of the final payment or until the Recipient engages a licensed independent public accountant to perform an audit of its activities. The books, records, and documents of the Recipient insofar as they relate to work performed or money received under this Grant Contract are subject to audit at any reasonable time and upon reasonable notice by Metro or its duly appointed representatives. Records must be maintained in accordance with the standards outlined in the Metro Grants Manual and in accordance with 2 CFR 200 Uniform Guidance. The financial statements must be prepared in accordance with generally accepted accounting principles.
- D.10. **Monitoring.** The Recipient's activities conducted and records maintained pursuant to this Grant Contract are subject to monitoring and evaluation by The Metropolitan Office of Financial Accountability or Metro's duly appointed representatives. The Recipient must make all audit, accounting, or financial records, notes, and other documents pertinent to this grant available for review by the Metropolitan Office of Financial Accountability, Internal Audit or Metro's representatives, upon request, during normal working hours.
- D.11. **Reporting.** The Recipient must submit a Final Program Report, to be received by bradley.thompson@nashville.gov and Anidolee.Melville-Chester@nashville.gov, within forty-five (45) days of the end of the Grant Contract. Said reports shall detail the outcome of the activities funded under this Grant Contract.

**Grant contract between the Metropolitan Government of Nashville and Davidson County and
Water Walkers Contract # _____ March 20, 2025**

- D.12. **Strict Performance.** Failure by Metro to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this agreement is not a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Grant Contract is considered to be waived, modified, or deleted except by a written amendment by the appropriate parties as indicated on the signature page of this Grant.
- D.13. **Insurance.** The Recipient agrees to carry adequate public liability and other appropriate forms of insurance, and to pay all applicable taxes incident to this Grant Contract.
- D.14. **Metro Liability.** Metro will have no liability except as specifically provided in this Grant Contract.
- D.15. **Independent Contractor.** Nothing herein will in any way be construed or intended to create a partnership or joint venture between the Recipient and Metro or to create the relationship of principal and agent between or among the Recipient and Metro. The Recipient must not hold itself out in a manner contrary to the terms of this paragraph. Metro will not become liable for any representation, act, or omission of any other party contrary to the terms of this paragraph.
- D.16. **Indemnification and Hold Harmless.**
- a) Recipient agrees to indemnify, defend, and hold harmless Metro, its officers, agents and employees from any claims, damages, penalties, costs and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of Recipient, its officers, employees and/or agents, including its sub or independent contractors, in connection with the performance of the contract, and any claims, damages, penalties, costs and attorney fees arising from any failure of Recipient, its officers, employees and/or agents, including its sub or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.
 - b) Metro will not indemnify, defend or hold harmless in any fashion the Recipient from any claims, regardless of any language in any attachment or other document that the Recipient may provide.
 - c) Recipient will pay Metro any expenses incurred as a result of Recipient's failure to fulfill any obligation in a professional and timely manner under this Contract.
 - d) Recipient's duties under this section will survive the termination or expiration of the grant.
- D.17. **Force Majeure.** The obligations of the parties to this Grant Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, acts of God, riots, wars, strikes, epidemics or any other similar cause.
- D.18. **Iran Divestment Act.** In accordance with the Iran Divestment Act, Tennessee Code Annotated § 12-12-101 et seq., Recipient certifies that to the best of its knowledge and belief, neither Recipient nor any of its subcontractors are on the list created pursuant to Tennessee Code Annotated § 12-12-106. Misrepresentation may result in civil and criminal sanctions, including contract termination, debarment, or suspension from being a contractor or subcontractor under Metro contracts.
- D.19. **State, Local and Federal Compliance.** The Recipient agrees to comply with all applicable federal, state and local laws and regulations in the performance of this Grant Contract.
- D.20. **Governing Law and Venue.** The validity, construction and effect of this Grant Contract and any and all extensions and/or modifications thereof will be governed by and construed in accordance with the laws of the State of Tennessee. The venue for legal action concerning this Grant Contract will be in the courts of Davidson County, Tennessee.

Grant contract between the Metropolitan Government of Nashville and Davidson County and Water Walkers Contract # _____ March 20, 2025

- D.21. **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.22. **Severability.** In the event any provision of this Agreement is rendered invalid or unenforceable, said provision(s) hereof will be immediately void and may be renegotiated for the sole purpose of rectifying the error. The remainder of the provisions of this Agreement not in question shall remain in full force and effect.
- D.23. **Headings.** Section headings are for reference purposes only and will not be construed as part of this Grant Contract.
- D.24. **Metro Interest in Equipment.** The Recipient will take legal title to all equipment and to all motor vehicles, hereinafter referred to as "equipment," purchased totally or in part with funds provided under this Grant Contract, subject to Metro's equitable interest therein, to the extent of its *pro rata* share, based upon Metro's contribution to the purchase price. "Equipment" is defined as an article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds \$5,000.00.
- The Recipient agrees to be responsible for the accountability, maintenance, management, and inventory of all property purchased totally or in part with funds provided under this Grant Contract. Upon termination of the Grant Contract, where a further contractual relationship is not entered into, or at any time during the term of the Grant Contract, the Recipient must request written approval from Metro for any proposed disposition of equipment purchased with Grant funds. All equipment must be disposed of in such a manner as parties may agree as appropriate and in accordance with any applicable federal, state or local laws or regulations.
- D.25. **Assignment—Consent Required.** The provisions of this contract will inure to the benefit of and will be binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to Recipient under this contract, neither this contract nor any of the rights and obligations of Recipient hereunder may be assigned or transferred in whole or in part without the prior written consent of Metro. Any such assignment or transfer will not release Recipient from its obligations hereunder. Notice of assignment of any rights to money due to Recipient under this Contract must be sent to the attention of the Metro Department of Finance.
- D.26. **Gratuities and Kickbacks.** It will be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparations of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefore. It will be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this contract, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from participation in Metropolitan Government contracts.

**Grant contract between the Metropolitan Government of Nashville and Davidson County and
Water Walkers Contract # _____ March 20, 2025**

- D.27. **Communications and Contacts.** All instructions, notices, consents, demands, or other communications from the Recipient required or contemplated by this Grant Contract must be in writing and must be made by email transmission, or by first class mail, addressed to the respective party at the appropriate email or physical address as set forth below or to such other party, email, or address as may be hereafter specified by written notice.

Metro

For contract-related matters:
Holly.rice@nashville.gov
2500 Charlotte Avenue
Nashville, TN 37209
(615) 340-8900

For inquiries regarding invoices:
Nancy.uribe@nashville.gov
2500 Charlotte Avenue
Nashville, TN 37209
(615) 340-5634

Recipient

Water Walkers
Chief Executive Officer
6339 Charlotte Pike B331
Nashville, TN 37209

- D.28. **Lobbying.** The Recipient 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 Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, 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, and 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 grant, loan, or cooperative agreement, the Recipient must complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c) The Recipient will require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, subcontracts, and contracts under grants, loans, and cooperative agreements) and that all subcontractors of federally appropriated funds shall certify and disclose accordingly.

- D.29. **Certification Regarding Debarment and Convictions.**

- a) Recipient certifies that Recipient, and its current and future principals:
 - 1) are not presently debarred, suspended, or proposed for debarment from participation in any federal or state grant program.
 - 2) have not within a three (3) year period preceding this Grant Contract been convicted of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) grant.

**Grant contract between the Metropolitan Government of Nashville and Davidson County and
Water Walkers Contract # _____ March 20, 2025**

- 3) have not within a three (3) year period preceding this Grant Contract been convicted of embezzlement, obstruction of justice, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and
 - 4) are not presently indicted or otherwise criminally charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in sections D.29(a)(2) and D.29(a)(3) of this certification.
 - b) Recipient shall provide immediate written notice to Metro if at any time Recipient learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals fall under any of the prohibitions of Section D.29(a).
- D.30. **Effective Date.** This contract will not be binding upon the parties until it has been signed first by the Recipient and then by the authorized representatives of the Metropolitan Government and has been filed in the office of the Metropolitan Clerk. When it has been so signed and filed, this contract will be effective as of the date first written above.
- D.31. **Health Insurance Portability and Accountability Act.** Metro and Recipient shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and its accompanying regulations.
- a. Recipient warrants that it is familiar with the requirements of HIPAA and its accompanying regulations and will comply with all applicable HIPAA requirements in the course of this Agreement.
 - b. Recipient warrants that it will cooperate with Metro, including cooperation and coordination with Metro privacy officials and other compliance officers required by HIPAA and its regulations, in the course of performance of this Agreement so that both parties will be in compliance with HIPAA.
 - c. Recipient agrees to sign documents, including but not limited to Business Associate agreements, as required by HIPAA and that are reasonably necessary to keep Metro and Recipient in compliance with HIPAA. This provision shall not apply if information received by the Recipient from Metro under this Agreement is not "protected health information" as defined by HIPAA, or if HIPAA permits Recipient and Metro to receive such information without entering into a Business Associate agreement or signing another such document.

(THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK.)

**Grant contract between the Metropolitan Government of Nashville and Davidson County and
Water Walkers Contract #_____ March 20, 2025**

RECIPIENT: Water Walkers

By: _____

Sworn to and subscribed to before me, a Notary Public this _____ day of
_____, 2025, by _____, the
_____ of Contractor and duly authorized to execute this instrument on
Contractor's behalf.

Notary Public: _____

My Commission Expires: _____

**Grant contract between the Metropolitan Government of Nashville and Davidson County and
Water Walkers Contract # _____ March 20, 2025**

IN WITNESS WHEREOF, the parties have by their duly authorized representatives set their signatures.
METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

Director, Metro Public Health Department

Date

Chair, Board of Health

Date

APPROVED AS TO AVAILABILITY OF FUNDS:

Director, Department of Finance

Date

APPROVED AS TO RISK AND INSURANCE:

Director of Risk Management Services

Date

APPROVED AS TO FORM AND LEGALITY:

Metropolitan Attorney

Date

FILED:

Metropolitan Clerk

Date

**Grant contract between the Metropolitan Government of Nashville and Davidson County and
Water Walkers Contract #_____ March 20, 2025**

Table of Contents of Attachments:

- A. Grant Spending Plan
- B. Application
- C. Certificate of Assurance
- D. Non-Profit Grants Manual Receipt Acknowledgement
- E. Internal Revenue Service 501(c)(3) Tax-Exempt Organization Letter
- F. Non-Profit Charter and Tennessee Secretary of State Non-Profit Confirmation
- G. Independent Audit completed by Certified Public Accountant
- H. Certificate of Insurance

ATTACHMENT A**GRANT BUDGET****(BUDGET PAGE 1)**

| APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the grant period. | | | | |
|--|--|-----------------------|----------------------------------|----------------------|
| Object Line-item Reference | EXPENSE OBJECT LINE-ITEM CATEGORY¹ (detail schedule(s) attached as applicable) | GRANT CONTRACT | GRANTEE MATCH³ | TOTAL PROJECT |
| 1 | Salaries ² | \$67,452.00 | \$376,548.00 | \$444,000.00 |
| 2 | Benefits & Taxes | \$5,548.00 | \$28,196.00 | \$33,744.00 |
| 4, 15 | Professional Fee/ Grant & Award ² | \$0.00 | \$0.00 | \$0.00 |
| 5 | Supplies | \$0.00 | \$0.00 | \$0.00 |
| 6 | Telephone | \$0.00 | \$0.00 | \$0.00 |
| 7 | Postage & Shipping | \$0.00 | \$0.00 | \$0.00 |
| 8 | Occupancy | \$0.00 | \$0.00 | \$0.00 |
| 9 | Equipment Rental & Maintenance | \$0.00 | \$0.00 | \$0.00 |
| 10 | Printing & Publications | \$0.00 | \$0.00 | \$0.00 |
| 11, 12 | Travel/ Conferences & Meetings ² | \$0.00 | \$0.00 | \$0.00 |
| 13 | Interest ² | \$0.00 | \$0.00 | \$0.00 |
| 14 | Insurance | \$0.00 | \$0.00 | \$0.00 |
| 16 | Specific Assistance To Individuals ² | \$0.00 | \$0.00 | \$0.00 |
| 17 | Depreciation ² | \$0.00 | \$0.00 | \$0.00 |
| 18 | Other Non-Personnel ² | \$0.00 | \$0.00 | \$0.00 |
| 20 | Capital Purchase ² | \$0.00 | \$0.00 | \$0.00 |
| 22 | Indirect Cost (0% of S&B) | \$0.00 | \$0.00 | \$0.00 |
| 24 | In-Kind Expense | \$0.00 | \$0.00 | \$0.00 |
| 25 | GRAND TOTAL | \$73,000.00 | \$404,744.00 | \$477,744.00 |

¹ 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/assets/entities/finance/attachments/policy3.pdf>).

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

³ A Grantee Match Requirement is detailed by this Grant Budget, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the "Grant Contract" column above, shall be reduced by the amount of any Grantee failure to meet the Match Requirement.

GRANT BUDGET LINE-ITEM DETAIL

(BUDGET PAGE 2)

| SALARIES | | | | | AMOUNT |
|---|--------|---|--------------------|-------------------|---------------|
| Name - Title | Salary | x | Percentage of Time | + Longevity Bonus | |
| Archie Davis- CEO | | x | 100% | + | \$74,000.00 |
| Clint Bandy- COO | | x | 100% | + | \$45,000.00 |
| CharDonnai Gooch- Program Coordinator | | x | 100% | + | \$60,000.00 |
| Enrico Campbell- Program Assistant/Bus Driver | | x | 100% | + | \$35,000.00 |
| Sidney Hall- Program Assistant/Bus Driver | | x | 100% | + | \$35,000.00 |
| Site Manager- To be hired | | x | 100% | + | \$45,000.00 |
| Program Assistant/Bus Driver- To be hired | | x | 100% | + | \$35,000.00 |
| Program Assistant/Bus Driver- To be hired | | x | 100% | + | \$35,000.00 |
| 20 Youth Leadership Employees | | x | 100% | + | \$80,000.00 |
| | | x | 100% | + | \$ - |
| | | x | 100% | + | \$ - |
| | | x | 100% | + | \$ - |
| | | x | 100% | + | \$ - |
| | | x | 100% | + | \$ - |
| ROUNDED TOTAL | | | | | \$ 444,000.00 |

Hourly Rate if paid hourly

| |
|-----------|
| |
| |
| |
| \$25/hour |
| \$25/hour |
| |
| \$25/hour |
| \$25/hour |
| \$15/hour |
| |
| |
| |
| |
| |

| PROFESSIONAL FEE/ GRANT & AWARD | AMOUNT |
|---------------------------------|--------|
| | |
| ROUNDED TOTAL | \$ - |

| TRAVEL/ CONFERENCES & MEETINGS | AMOUNT |
|--------------------------------|--------|
| | |
| ROUNDED TOTAL | \$ - |

| SPECIFIC ASSISTANCE TO INDIVIDUALS | AMOUNT |
|------------------------------------|--------|
| | |
| ROUNDED TOTAL | \$ - |

Complete this Cover Sheet and sign where indicated. Attach it to the Program Narrative, Spending Plan, and Spending Plan Narrative. Email the entire Application Packet to both Detra.major@nashville.gov and Dianne.harden@nashville.gov by 4:29 pm on September 13, 2024.

FY25 COMMUNITY SAFETY FUND APPLICATION COVER SHEET (Application Part A)

CIRCLE THE ONE CATEGORY OF FUNDING THAT YOU ARE APPLYING FOR:

| | | | | | |
|---|--|--|---|--|--|
| Literacy: <input type="checkbox"/> | Domestic Violence: <input type="checkbox"/> | Community Service: <input type="checkbox"/> | Afterschool Programs: <input checked="" type="checkbox"/> | Community Violence Prevention: <input checked="" type="checkbox"/> | Group: <input checked="" type="checkbox"/> |
| Restorative Justice: <input type="checkbox"/> | Workshops/Seminars: <input type="checkbox"/> | After School Program: <input type="checkbox"/> | Violence: <input checked="" type="checkbox"/> | Outreach and Education: <input checked="" type="checkbox"/> | Special Assistance to Individuals: <input checked="" type="checkbox"/> |

WILL THE PROPOSED PROGRAM BE: (Choose One)

A New Program: ☐ An Existing Program: ☒ An Expansion of Existing Program: ☒

APPLICANT INFORMATION

Legal name of Applicant (Agency): WATER WALKERS

Contact Person Name: ARCHIE DAVIS Title: CEO

Contact Person Phone: 615-956-5460 Email Address: ARCHIE@WATERWALKERSTN.ORG

Agency CEO Name: ARCHIE DAVIS Title: CEO

Agency CEO Phone: 615-956-5460 Email Address: ARCHIE@WATERWALKERSTN.ORG

AGENCY'S MAIN OFFICE

Complete Address: 6339 CHARLOTTE PIKE #331 NASHVILLE TN 37209

Phone: 615-956-5460 Fax: N/A Website: WWW.WATERWALKERSTN.ORG

FINANCIAL INFORMATION

| | | | |
|---|------------------|---|----------------------------|
| Agency's most recent FY Actual Revenues ▶ (See Note Below) | <u>\$335,781</u> | Amount of current FY25 CSF grant or direct appropriation (if applicable): | |
| Total FY25 CSF Request ▶ (round to nearest \$100) | <u>\$96,000</u> | Agency's Fiscal Year Start Date (Month/Day): | <u>Jan. 1st</u> |
| This amount should not exceed 20% of most recent actual revenues. Requests over 20% will render application ineligible. ▶ | <u>#DIV/0!</u> | | (Leave Blank) |

For the current fiscal year, list funds received from Metro Nashville Government, including funds received from any department or Metro Council Appropriation (attach additional pages if necessary).

| | |
|---|----------------------------|
| Source: <u>SOUTH NASHVILLE SAFETY GRANT</u> | Amount: \$ <u>\$19,001</u> |
| Source: | Amount: \$ |
| Source: | Amount: \$ |

Does the applicant have a certified audit performed each year? Yes ☐ No ☒

Applicants are required to submit an electronic copy of 1.) the most recent agency audit and 2.) a copy of agency's current registration status with the Secretary of State, Division of Charitable Solicitations and Gaming to fred.adam@nashville.gov. (See page 10 of CEF Handbook for details.) IS THIS THE CURRENT PROCESS

SIGNATURES

I certify under the penalty of law that the information in this application (including, without limitation, the "Certifications and Assurances") is accurate to the best of my knowledge. I am aware that my agency will not be eligible for funding if investigation at any time shows falsification. If falsification is shown after funding has been approved, any allocations already received and expended are subject to be repaid. I further certify that I am authorized to sign this application for the applying agency.

Signature of Authorized Official: Archie Davis, II Date: 9/13/24

* Per most recent agency audit. Revenues stated above must not include in-kind contributions.

Completed applications should be emailed to both Dianne Harden@nashville.gov and Detra.Major@nashville.gov at the application deadline of 4:29 p.m. on September 13, 2024. Applications received after 4:29 p.m. on September 13, 2024 will not be considered for prospective funding.

1.Executive Summary (0 Points). In 800 keystrokes or less summarize your application by answering the following questions:•What target population will you serve?•What services are you going to provide/deliver with this funding?•How will the community benefit from these services?

Water Walkers will serve 80 underserved youth ages 6-18 in the South Nashville communities of Edgehill and JC Napier. With this funding, we will provide comprehensive services across five program pillars: Basic Needs, Education, Wellness, Outdoor Adventure, and Leadership Development. Key activities include academic tutoring, financial literacy classes, mental health counseling, outdoor excursions, and youth leadership employment. These services will help reduce crime, improve educational outcomes, and foster leadership in at-risk youth, ultimately creating a safer and more resilient community. The program expansion into Watson Grove Baptist Church will allow us to reach even more vulnerable youth.

2.Capacity of the Applicant and Relevant Organizational Experience (10 points).In 1000 keystrokes or less:•Describe your Agency's mission.•Length of time/history providing services to the population and the issue described in the selected Service Category.•Briefly list and describe the backgrounds, roles and responsibilities of key management and program staff.•Are there any special awards, recognitions or achievements for your program you would like to list?

We provide access and opportunities for youth in urban areas to experience watersports, outdoor adventure, and educational resources, resulting in confident and empowered leaders who are ready to walk on the rough waters of life.

Founded in 2016, we have focused on underserved youth through our five pillars of programming. By providing year-round support that addresses both academic and personal development, we have positively impacted the lives of countless children and families in the area.

- **Archie Davis II, CEO:** Leads and oversees all aspects of the organization.
- **Chardonai Gooch, Program Coordinator:** Manages the day-to-day logistics of our programs.
- **Clint Bandy, COO:** Provides operational support for programs, administration and development.

Water Walkers was inducted into the Nashville Public Education Foundation Hall of Fame in 2023, recognizing our innovative combination of Education and Outdoor Adventures, and the success we've had in helping youth improve their academic skills.

3.Problem & Target Population (15 points). In 1200 keystrokes or less, develop a business case for the proposed service.•Describe the characteristics of the target population including any relevant geographic indicators. Include any data sources for this information.•Describe your experience in providing services to individuals who are directly or indirectly impacted by violence.•Describe the target population's need as related to the Services Category, using clearly defined quantifiable measures. Include any data sources for this information.•Describe how you plan to document and present evidence of services provided to residents of Nashville/Davidson County (See Contract Template, Sections A.3 and A.4).•For Community Service Applicants: describe how you will document that the program beneficiaries are economically needy.

Water Walkers serves underserved youth aged 5-19 from South Nashville's Edgehill Governmental Housing Community. These youth face socio-economic challenges, limited educational opportunities, and are often behind in reading and math. They also experience behavioral issues and exposure to negative influences like gangs due to insufficient structured activities and parental supervision.

With extensive experience working with violence-affected youth, Water Walkers provides a positive alternative through after-school activities and outdoor adventures. This helps at-risk youth make better choices.

In Edgehill, over 80% of youth are behind in reading and math, and over 40% face behavioral issues leading to suspensions or alternative school placements. Water Walkers addresses these needs with academic support, leadership development, and enrichment programs to improve academic performance and life skills.

We track participation through attendance logs, MNPS records, and academic assessments. Monthly reports detail the number of youth served and services provided. We also verify participant eligibility through residency checks and maintain close relationships with families.

4. Service Gaps (15 points). In 800 keystrokes or less: • Describe what services are available to the target population from Metro Departments and/or local non-profit Agencies. How does your Agency currently coordinate with them? • Describe the gap in services that your proposed program will address.

Metro and state departments that serve our target population include MDHA, which provides affordable housing and lists of nonprofits to address any gaps, and TDHS, which offers tools and services for basic necessities. Water Walkers collaborates with these agencies and the families we serve to ensure they access available resources. We regularly communicate with families to identify and address any unmet needs.

Additionally, we partner with MNPS, The Mental Health Coop, local churches, The Nashville Food Project and others to form a comprehensive care team, supporting families and children with education, mental health, medication support, food scarcity, employment opportunities, and more.

5. Program Design (25 points). In 4700 keystrokes or less: • Describe how the program will respond to the priorities described in the Service Category definition. • What is the unduplicated number of people intended to be served by this Metro grant? • List up to three primary measurable outcomes for those being served. (Be specific, if awarded, these outcomes will be written into your contract Scope Of Program.) • Briefly describe what services and/or activities will be provided to the program's target population to achieve those outcomes. • Describe a typical day. • Describe the program's processes for collecting data and state the indicators that will be tracked to demonstrate that the outcomes have been achieved.

Water Walkers' programming directly responds to key priorities within the Service Category, targeting underserved youth in high-crime areas like Edgehill. We address the needs of vulnerable youth by providing structured activities, personal and educational development, and mental health support. These interventions help mitigate violence, improve educational outcomes, and offer a path to leadership and personal growth. Our expansion into Watson Grove Baptist Church will allow us to serve 35 additional youth in South Nashville and the JC Napier communities.

Unduplicated Number of People Served: This grant will support Water Walkers in serving 80 unduplicated youth that will participate in at least 4 out of the 4 pillars of programming (The leadership pillar provides employment opportunities for High School students only).

Measurable Outcomes:

1. **Academic Progress:** New students will strive to advance their reading level by one full grade within 16 weeks, while returning students will either maintain or exceed grade-level proficiency, or enhance their reading skills by a minimum of 1.5 grade levels over the course of the year if they are still behind.
2. **Leadership Employment:** Employ 21 youth leaders (ages 14-19) over 220 days, preparing them for future roles and instilling leadership skills through paid employment and mentorship.
3. **Wellness and Counseling:** Provide 95 students with access to 89 wellness days and 42 counseling sessions throughout the year, addressing mental health needs and trauma recovery.

Services and Activities:

- **Basic Needs:** Weekly delivery of groceries and hygiene products to ensure youth and families have the resources needed to focus on personal and educational development.
- **Education:** Utilizing the "IXL" software, we provide personalized reading and math tutoring to youth. Additionally, financial literacy is taught through Junior Achievement's curriculum and administered by local financial professionals.
- **Outdoor Adventure:** We offer year-round outdoor experiences, including 50 trips to natural spaces like lakes and parks, allowing youth to escape urban environments and develop a connection to nature.

- **Leadership Development:** Qualified youth are employed as leaders, where they gain job experience, receive mentorship from adult role models, and serve as positive figures in their community.
- **Wellness:** Partnering with local counselors and the Mental Health Coop, we offer weekly group therapy and one-on-one counseling to help youth address the impact of Adverse Childhood Experiences (ACEs) and develop healthier coping strategies.

Typical Day: A typical day in the program might begin with students arriving at the Greater Bethel AME facility for tutoring and academic support. Each student receives individualized attention from tutors to address reading and math challenges. Following their academic session, the youth participate in outdoor adventure activities and play time while simultaneously rotating through wellness sessions, where they participate in a group therapy discussion or one-on-one counseling to work through personal challenges. Each day concludes with a nutritious meal provided by the Nashville Food Project. Once per week at the end of the day, groceries and hygiene supplies are distributed to families, ensuring their basic needs are met.

Data Collection and Indicators: To measure progress and outcomes, Water Walkers will use several data collection methods, including:

- **Academic Performance Tracking:** The "IXL" software will be used to assess and document reading and math levels, with progress tracked weekly.
- **Attendance Logs:** We will track attendance for all program activities to monitor engagement and participation.
- **Pre- and Post-Assessments:** Students will complete pre- and post-program assessments in leadership development, academic skills, and wellness to measure growth over time.
- **Wellness and Counseling Documentation:** All mental health and counseling sessions will be recorded, including attendance, session content, and participant progress reports.

The indicators that will be tracked to demonstrate outcomes include:

- **Grade Level Improvements:** Tracking the percentage of students who achieve a full-grade advancement in reading and math after 16 weeks for new students and a 1.5 grade level improvement for returning students (who are still behind) over a year.
- **Youth Leadership Development:** Tracking employment data, leadership skill development, and mentor feedback for the 21 youth employed as leaders.
- **Mental Health and Wellness:** Documenting participation in counseling sessions, noting improvements in emotional regulation and reduction in trauma-related symptoms based on counselor assessments.

NAZA Description - Afterschool Programs ONLY

All others proceed to Questions 6. And 7.

(DO NOT use this space if you are not an Afterschool Program)

•Describe how the program will align with each of the five NAZA Design Factors listed on page 4. You are provided additional space (2000 keystrokes) to describe this part of your program.

○Health, Safety and the Environment

○Relationships

○Programming and Activities

○Staffing and Professional Development

○Administration

Water Walkers provides comprehensive programming across five key pillars, all aligned with NAZA's Design Factors.

Health, Safety, and Environment: We ensure a safe, comfortable, and welcoming environment for all youth at all times. Program staff, leadership, volunteers, and parents undergo orientation to understand and meet our safety and fun standards, with contracts signed to acknowledge these expectations. Our food partner, the Nashville Food Project, adheres to USDA guidelines.

Relationships: Our staff, volunteers, and leadership are well-trained to offer the best experiences for our youth. We emphasize engaging programming, one-on-one attention, positive reinforcement, and appropriate language and practices to foster a supportive environment.

Programming and Activities: We offer exciting programming, including water sports, zip lining, and ropes courses, to keep kids engaged. Our after-school program ensures that kids spend at least 45 minutes per day playing outside, promoting physical, mental, and emotional development.

Staffing and Professional Development: Our experienced staff deliver award-winning programming. We provide extensive training, ongoing performance evaluations, and constructive reviews to maintain high standards.

Administration: Water Walkers maintains strong partnerships with South Nashville stakeholders. We are committed to being positive team players within a network of organizations working to make a difference.

6. Leveraging and Collaboration of Community Resources (10 points). In 1200 keystrokes or less, briefly:•Describe collaborative relationships your Agency currently has or will have with other community Agencies that will enable you to be successful with the proposed program funded by the CSF grant. What roles do/will each of you play?•If services are being provided by another Agency pro-bono, name that Agency and give the approximate dollar value of those services. If those services will be provided in exchange for your Agency's services, please describe.

Education: Our primary educational partner is the MNPS schools that serve our youth. We maintain consistent communication with our children's principals, teachers, and counselors through regular meetings. These discussions cover education plans, behavioral issues, IEP planning, and the development of collaborative strategies involving the school, Water Walkers, parents, and the Mental Health Coop.

Financial Literacy: We collaborate with Junior Achievement to deliver their Financial Literacy curriculum. We also partner with various financial institutions to administer these lessons. Our partners include Pinnacle Bank, Jackson Financial, UBS, and others.

Basic Needs: We work with Watson Grove Baptist Church, Greater Bethel AME Church, Strong Tower Bible Church, The Nashville Food Project, United Talent Agency, and more to provide nutritious meals daily, as well as weekly grocery support and other essential items as needed.

Wellness/Counseling: We partner with The Mental Health Coop to offer comprehensive support services for families requiring additional assistance. This includes assigning a case manager to each family, providing regular therapy sessions, and other related services.

7.Sustainability (10 points). In 800 keystrokes or less:•Describe any efforts to increase and/or diversify program resources and any strategies for capacity building, including grant opportunities, fund activities, partnerships, collaborations, volunteer recruitment, etc.•How will you continue these services should the level of funding change?

Water Walkers pursues diversified funding through grants, fundraising events, earned income, and partnerships with local businesses and community organizations.

Our efficient model includes utilizing donated church spaces for year-round programming, hiring local teenagers to keep more funds within the community, and renting out our boats on weekends to cover summer adventure program costs.

We believe this approach will allow us to impact thousands of lives at a lower cost. If funding levels shift, we are confident in our ability to rely on church partnerships and boat rentals to offset expenses for program space, food, and more.



METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

Department of Finance
700 President Ronald Reagan Way, STE 201
Nashville, Tennessee 37210

Metropolitan Government of Nashville and Davidson County Recipient of Metro Grant Funding Certifications of Assurance

NON PROFIT
August 19, 2024

As a condition of receipt of this funding, the Recipient assures that it will comply fully with the provisions of the following laws.

- The Americans with Disabilities Act (ADA) of 1990, 42 U.S.C. Section 12116;
- Title VI of the Civil Rights Act of 1964, as amended which prohibits discrimination on the basis of race, color, and national origin;
- Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;

CERTIFICATION REGARDING LOBBYING - Certification for Contracts, Grants, Loans, and Cooperative Agreements

By accepting this funding, the signee hereby certifies, to the best of his or her knowledge and belief, that:

- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, 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, and 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 grant, loan, or cooperative agreement, the Recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. The Recipient shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, subcontracts, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients of federally appropriated funds shall certify and disclose accordingly.

Signature of Authorized Representative

Name: ARLITE DAVIS, II

Title: CEO

Agency Name: WATER WALKERS

Date: 9/13/24

METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY



Department of Finance
700 President Ronald Reagan Way, STE 201
Nashville, Tennessee 37210

**Metropolitan Government of Nashville and Davidson County
Recipient of Metro Grant Funding
Non-Profit Grants Manual Receipt Acknowledgement**

NON PROFIT
August 19, 2024

As a condition of receipt of this funding, the recipient acknowledges the following:

- Receipt of the Non-Profit Grants Manual, updated February 2, 2023, issued by the Division of Grants and Accountability. Electronic version can be located at the following: [Non-Profit Grant Resources](#)
- The recipient has read, understands and hereby affirms that the agency will adhere to the requirements and expectations outlined within the Non-Profit Grants Manual.
- The recipient understands that if the organization has any questions regarding the Non-Profit Grants Manual or its content, they will consult with the Metro department that awarded their grant.

**Note to Organizations: Please read the Non-Profits Grants Manual carefully to ensure that you understand the requirements and expectations before signing this document.*

Signature of Authorized Representative
Name: ARCHIE DAVIS, II
Title: CEO
Agency Name: WATER WALKERS
Date: 9/13/24

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: MAY 18 2017

WATER WALKERS
C/O CLINT BANDY
3609B CALDWELL CT
NASHVILLE, TN 37204-3805

Employer Identification Number:
81-1591053
DLN:
17053065338007
Contact Person:
ERIC KAYE ID# 31612
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Public Charity Status:
170(b)(1)(A)(vi)
Form 990/990-EZ/990-N Required:
Yes
Effective Date of Exemption:
February 18, 2016
Contribution Deductibility:
Yes
Addendum Applies:
No

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Letter 947

WATER WALKERS

We sent a copy of this letter to your representative as indicated in your power of attorney.

Sincerely,

Stephen A. Martin

Director, Exempt Organizations
Rulings and Agreements

Letter 947



000835226

CHARTER NONPROFIT CORPORATION (ss-4418)

Page 1 of 2



Tre Hargett
Secretary of State

Division of Business Services

Department of State

State of Tennessee
312 Rosa L. Parks AVE, 6th FL
Nashville, TN 37243-1102
(615) 741-2286

Filing Fee: \$100.00

For Office Use Only

-FILED-

Control # 000835226

The undersigned, acting as incorporator(s) of a nonprofit corporation under the provisions of the Tennessee Nonprofit Corporation Act, adopt the following Articles of Incorporation.

1. The name of the corporation is: Water Walkers

2. Name Consent: (Written Consent for Use of Indistinguishable Name)

☐ This entity name already exists in Tennessee and has received name consent from the existing entity.

3. This company has the additional designation of:

4. The name and complete address of its initial registered agent and office located in the State of Tennessee is:

CLINTON DUKE BANDY
3609B CALDWELL CT
NASHVILLE, TN 37204-3805
DAVIDSON COUNTY

5. Fiscal Year Close Month: December

Period of Duration: Perpetual

6. If the document is not to be effective upon filing by the Secretary of State, the delayed effective date and time is:

(none)

(Not to exceed 90 days)

7. The corporation is not for profit.

8. Please complete all of the following sentences by checking one of the two boxes in each sentence:

This corporation is a ☒ public benefit corporation / ☐ mutual benefit corporation.

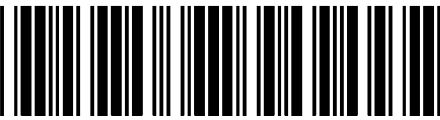
This corporation is a ☐ religious corporation / ☒ not a religious corporation.

This corporation will ☐ have members / ☒ not have members.

9. The complete address of its principal office is:

3609B CALDWELL CT
NASHVILLE, TN 37204-3805
DAVIDSON COUNTY

(Note: Pursuant to T.C.A. §10-7-503 all information on this form is public record.)



B0199-5333 02/18/2016 8:51 PM Received by Tennessee Secretary of State Tre Hargett

CHARTER
NONPROFIT CORPORATION (ss-4418)

Page 2 of 2



Tre Hargett
Secretary of State

Division of Business Services
Department of State
State of Tennessee
312 Rosa L. Parks AVE, 6th FL
Nashville, TN 37243-1102
(615) 741-2286
Filing Fee: \$100.00

For Office Use Only

-FILED-

Control # 000835226

The name of the corporation is: Water Walkers

10. The complete mailing address of the entity (if different from the principal office) is:

3609B CALDWELL CT
NASHVILLE, TN 37204-3805

11. List the name and complete address of each incorporator:

| Title | Name | Business Address | City, State, Zip |
|--------------|-----------------|-------------------|--------------------------|
| Incorporator | Clinton D Bandy | 3609B CALDWELL CT | NASHVILLE, TN 37204-3805 |
| | | | |
| | | | |
| | | | |

12. School Organization: (required if the additional designation of "School Organization - Exempt" is entered in section 3.)

- ☐ I certify that pursuant to T.C.A. §49-2-611, this nonprofit corporation is exempt from the \$100 filing fee required by T.C.A. §48-51-303(a)(1).
- ☐ This nonprofit corporation is a "school support organization" as defined in T.C.A. §49-2-603(4)(A).
- ☐ This nonprofit corporation is an educational institution as defined in T.C.A. §48-101-502(b).

13. Insert here the provisions regarding the distribution of assets upon dissolution:

In the event of dissolution of the Corporation, the residual assets of the Corporation (after all creditors of the Corporation have been paid), shall be distributed to the members prorated in accordance with their respective membership interests.

14. Other Provisions:

(Note: Pursuant to T.C.A. §10-7-503 all information on this form is public record.)

Feb 18, 2016 8:51PM
Signature Date

Electronic
Incorporator's Signature

Clinton D Bandy
Incorporator's Name (printed or typed)



Tre Hargett
Secretary of State

Division of Business Services
Department of State
State of Tennessee
312 Rosa L. Parks AVE, 6th FL
Nashville, TN 37243-1102

Filing Information

Name: Water Walkers

General Information

SOS Control # 000835226 Formation Locale: TENNESSEE
Filing Type: Nonprofit Corporation - Domestic Date Formed: 02/18/2016
02/18/2016 8:51 PM Fiscal Year Close 12
Status: Active
Duration Term: Perpetual
Public/Mutual Benefit: Public

Registered Agent Address
ARCHIE DAVIS
1718 DELTA AVE
NASHVILLE, TN 37208-2129

Principal Address
1718 DELTA AVE
NASHVILLE, TN 37208-2129

The following document(s) was/were filed in this office on the date(s) indicated below:

| Date Filed | Filing Description | Image # |
|------------|--|------------|
| 02/06/2024 | 2023 Annual Report | B1504-7341 |
| 03/22/2023 | 2022 Annual Report | B1361-3088 |
| | Religious Corporation Changed From: Religious To: No Value | |
| 06/23/2022 | 2021 Annual Report | B1238-1595 |
| | Principal Address 1 Changed From: 926 BURCHWOOD AVE To: 1718 DELTA AVE | |
| | Principal Postal Code Changed From: 37216-3606 To: 37208-2129 | |
| | Registered Agent First Name Changed From: DAN To: ARCHIE | |
| | Registered Agent Last Name Changed From: EGGENSCHWILER To: DAVIS | |
| | Registered Agent Physical Address 1 Changed From: 926 BURCHWOOD AVE To: 1718 DELTA AVE | |
| | Registered Agent Physical Postal Code Changed From: 37216-3606 To: 37208-2129 | |
| 06/03/2022 | Notice of Determination | B1223-5890 |
| 04/12/2021 | Application for Reinstatement | B1019-9173 |
| | Filing Status Changed From: Inactive - Dissolved (Administrative) To: ACTIVE | |
| | Inactive Date Changed From: 10/06/2020 To: No Value | |
| 04/12/2021 | 2020 Annual Report | B1019-9169 |
| 04/12/2021 | 2019 Annual Report | B1019-9163 |
| | Principal Address 1 Changed From: 3609B CALDWELL CT To: 926 BURCHWOOD AVE | |

Filing Information

Name: Water Walkers

Principal Postal Code Changed From: 37204-3805 To: 37216-3606

Registered Agent First Name Changed From: CLINTON To: DAN

Registered Agent Middle Name Changed From: DUKE To: No Value

Registered Agent Last Name Changed From: BANDY To: EGGENSCHWILER

Registered Agent Physical Address 1 Changed From: 3609B CALDWELL CT To: 926 BURCHWOOD AVE

Registered Agent Physical Postal Code Changed From: 37204-3805 To: 37216-3606

10/06/2020 Dissolution/Revocation - Administrative B0932-5128

Filing Status Changed From: Active To: Inactive - Dissolved (Administrative)

Inactive Date Changed From: No Value To: 10/06/2020

08/01/2020 Notice of Determination B0900-7682

04/01/2019 2018 Annual Report B0684-3225

01/13/2019 Application for Reinstatement B0635-9157

Filing Status Changed From: Inactive - Dissolved (Administrative) To: ACTIVE

Inactive Date Changed From: 08/08/2018 To: No Value

01/13/2019 2017 Annual Report B0635-9156

Religious Corporation Changed From: No Value To: Religious

08/08/2018 Dissolution/Revocation - Administrative B0582-1717

Filing Status Changed From: Active To: Inactive - Dissolved (Administrative)

Inactive Date Changed From: No Value To: 08/08/2018

06/01/2018 Notice of Determination B0555-7958

04/18/2017 2016 Annual Report B0385-2078

02/28/2017 Articles of Amendment B0339-4196

02/18/2016 Initial Filing B0199-5332

| Active Assumed Names (if any) | Date | Expires |
|-------------------------------|------|---------|
|-------------------------------|------|---------|

Details



WATER WALKERS

3609 B CALDWELL COURT NASHVILLE TN 37204

ARCHIE DAVIS

(615) 956-5460

www.waterwalkerstn.org

Status: Active

CO Number: CO29304

Registration Date: 06/17/2017

Renewal Date: 06/30/2025

Purpose

Water Walkers is a youth mentorship program based in Nashville, Tennessee serving inner city children ages 8-18. The program aims to build confidence and community among children who have limited exposure to the world beyond the boundaries of governmental housing. By bringing children outside these limitations and into the beauty of creation, Water Walkers exists to open a sense of wonder and inspiration in their lives.

| Financials (9) | |
|-----------------|---------------|
| Fiscal Year End | Total Revenue |
| 12/31/2023 | \$335,782.00 |
| 12/31/2022 | \$216,982.00 |
| 12/31/2021 | \$120,528.00 |
| 12/31/2020 | \$102,727.00 |



Secretary of State Tre Hargett

Tre Hargett was elected by the Tennessee General Assembly to serve as Tennessee’s 37th secretary of state in 2009 and re-elected in 2013, 2017, and 2021. Secretary Hargett is the chief executive officer of the Department of State with oversight of more than 300 employees. He also serves on 16 boards and commissions, on two of which he is the presiding member. The services and oversight found in the Secretary of State's office reach every department and agency in state government.



About the Office

The Tennessee Secretary of State has oversight of the Department of State. The Secretary of State is one of three Constitutional Officers elected by the General Assembly, in joint session. The Secretary of State is elected to a four-year term. The constitution mandates that it is the secretary's duty to keep a register of the official acts and proceedings of the

Details



WATER WALKERS

3609 B CALDWELL COURT NASHVILLE TN 37204

ARCHIE DAVIS

(615) 956-5460

www.waterwalkerstn.org

Status: Active

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| 12/31/2021 | \$120,528.00 |
| 12/31/2020 | \$102,727.00 |

Public Records Policy and Records Request Form



© 2021 Tennessee Secretary of State | [Web and Social Media Policies](#)

Water Walkers, Inc.

Financial Statements

December 31, 2024

Maria Donnell, CPA
Certified Public Accountant
Nolensville, Tennessee

Table of Contents

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| Notes to Financial Statement | 7 - 8 |

Independent Accountants Review Report

Water Walkers, Inc.
Nashville, Tn

I have reviewed the accompanying financial statements of Water Walkers (a nonprofit organization), which comprise the balance sheet as of December 31, 2024 and the related statement of income and cash flows for the year then ended, and the related notes to the financial statements. A review includes primarily applying analytical procedures to management's financial data and making inquiries of company management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the financial statements as a whole. Accordingly, we do not express such an opinion.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement whether due to fraud or error.

Accountant's Responsibility

Our responsibility is to conduct the review engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. Those standards require us to perform procedures to obtain limited assurance as a basis for reporting whether we are aware of any material modifications that should be made to the financial statements for them to be in accordance with accounting principles generally accepted in the United States of America. We believe that the results of our procedures provide a reasonable basis for our conclusion.

Accountant's Conclusion

Based on our review, we are not aware of any material modifications that should be made to the accompanying financial statements in order for them to be in accordance with accounting principles generally accepted in the United States of America.

A handwritten signature in blue ink that reads "Maria Donnell, CPA". The signature is fluid and cursive, with the letters "M", "D", and "C" being particularly prominent.

Maria Donnell, CPA
01/30/2025

Water Walkers

Statement of Financial Position

As of December 31, 2024

| | TOTAL |
|--|---------------------|
| ASSETS | |
| Current Assets | |
| Bank Accounts | |
| Cash on hand | 0.00 |
| First Citizens Bank Checking (8614) | 11,105.08 |
| Pinnacle Checking (7879) | 354.96 |
| Pinnacle Checking (9317) | 13,145.59 |
| Total Bank Accounts | \$24,605.63 |
| Accounts Receivable | |
| Accounts Receivable (A/R) | 0.00 |
| Total Accounts Receivable | \$0.00 |
| Other Current Assets | |
| Grant Receivable | 0.00 |
| Uncategorized Asset | 0.00 |
| Undeposited Funds | 0.00 |
| Total Other Current Assets | \$0.00 |
| Total Current Assets | \$24,605.63 |
| Fixed Assets | |
| Accumulated Depreciation | -29,667.60 |
| Bus | 8,400.00 |
| Machinery & Equipment | 549.99 |
| Vehicles | 152,173.55 |
| Total Fixed Assets | \$131,455.94 |
| TOTAL ASSETS | \$156,061.57 |
| LIABILITIES AND EQUITY | |
| Liabilities | |
| Current Liabilities | |
| Accounts Payable | |
| Accounts Payable (A/P) | 2,062.50 |
| Total Accounts Payable | \$2,062.50 |
| Other Current Liabilities | |
| First Citizens Bank LOC | 49,998.61 |
| Loan | 0.00 |
| Payroll Liabilities | 0.00 |
| Total Other Current Liabilities | \$49,998.61 |
| Total Current Liabilities | \$52,061.11 |

Water Walkers

Statement of Financial Position

As of December 31, 2024

| | TOTAL |
|-------------------------------------|----------------------|
| Long-Term Liabilities | |
| Pinnacle Boat Loan | 110,527.20 |
| Pinnacle Bus Loan | 6,364.90 |
| Total Long-Term Liabilities | \$116,892.10 |
| Total Liabilities | \$168,953.21 |
| Equity | |
| Opening Balance Equity | 0.00 |
| Retained Earnings | 51,079.05 |
| Net Revenue | -63,970.69 |
| Total Equity | \$ -12,891.64 |
| TOTAL LIABILITIES AND EQUITY | \$156,061.57 |

Water Walkers

Statement of Activity

January - December 2024

| | TOTAL |
|--------------------------------------|---------------------|
| Revenue | |
| Revenue | |
| Corporate | 40,361.94 |
| Events | 2,000.35 |
| Foundation | 61,272.62 |
| Government | 12,666.64 |
| Grants | 71,666.64 |
| Groundswell | 35,835.78 |
| Major Donors | 77,400.00 |
| Membership | 41,859.05 |
| Miscellaneous Revenue | 1,553.85 |
| Total Revenue | 344,616.87 |
| Total Revenue | \$344,616.87 |
| GROSS PROFIT | \$344,616.87 |
| Expenditures | |
| Administrative Expenses | |
| Bank Fees & Service Charges | 2,942.94 |
| Conferences/Meetings | 36.00 |
| Dues & Subscriptions | 100.00 |
| Interest Expense- LOC | 2,638.39 |
| Interest Expense- PPP loan | 0.00 |
| Postage & Shipping | 367.67 |
| Total Administrative Expenses | 6,085.00 |
| Advertising | 564.02 |
| Auto Expenses | |
| Fuel | 4,571.17 |
| Interest- Van Loan | 1,080.80 |
| Repairs/Maintenance | 9,054.93 |
| Total Auto Expenses | 14,706.90 |
| Boat Expenses | 942.11 |
| Equipment | 4,092.68 |
| Fuel | 3,335.00 |
| Interest Expense- Boat Loan | 8,555.28 |
| Repairs/Maintenance | 2,668.77 |
| Storage | 9,203.40 |
| Total Boat Expenses | 28,797.24 |
| Depreciation Expense | 8,307.36 |
| Development | |
| Event Expenses | 18,200.19 |
| Printing/Marketing | 2,016.25 |
| Total Development | 20,216.44 |

Water Walkers

Statement of Activity

January - December 2024

| | TOTAL |
|--------------------------------------|-------------------|
| Independent Contractors | |
| Accounting | 10,635.00 |
| Audit & Tax Preparation | 1,541.00 |
| Fundraising/Development | 28,244.70 |
| Grantwriter | 6,764.00 |
| Misc/Other | 100.00 |
| Program Contractors | 2,590.87 |
| Total Independent Contractors | 49,875.57 |
| Insurance | |
| Boat | 11,813.00 |
| Directors & Officers | 468.00 |
| General Liability | 2,381.13 |
| Van, General Liability, Property | 4,727.65 |
| Workers Comp | 1,752.84 |
| Total Insurance | 21,142.62 |
| Marketing | 367.08 |
| Meals & Entertainment | 92.35 |
| Occupancy | |
| Rental space | 2,890.00 |
| Total Occupancy | 2,890.00 |
| Office/Admin | 1,015.04 |
| Licenses & Permits | 584.72 |
| Office Supplies | 38.03 |
| Telephone/Internet | 1,702.00 |
| Total Office/Admin | 3,339.79 |
| Payroll | |
| Payroll Fees | 1,765.83 |
| Payroll Taxes | 16,115.37 |
| Wages | 153,241.25 |
| Wages Leadership | 45,061.25 |
| Total Payroll | 216,183.70 |
| Program Expenses | |
| Basic Needs | 453.34 |
| Equipment | -393.31 |
| Meals/Groceries | 10,247.39 |
| Mental Health Program | 2,262.00 |
| Outdoor Adventure | 4,069.09 |
| Supplies | 12,222.66 |

Water Walkers

Statement of Activity

January - December 2024

| | TOTAL |
|---------------------------------|----------------------|
| Training & HR | 55.00 |
| Trainings & Certifications | 2,672.89 |
| Total Training & HR | 2,727.89 |
| Total Program Expenses | 31,589.06 |
| Software & IT | 4,349.83 |
| Total Expenditures | \$408,506.96 |
| NET OPERATING REVENUE | \$ -63,890.09 |
| Other Expenditures | |
| Boat Rental Expenses | 80.60 |
| Total Other Expenditures | \$80.60 |
| NET OTHER REVENUE | \$ -80.60 |
| NET REVENUE | \$ -63,970.69 |

1. Summary of significant accounting policies

Basis of Accounting

The financial statements are prepared in conformity with generally accepted accounting principles in the United States of America (GAAP).

Nature of Operations

Water Walkers uses the transformative power of watersports, outdoor adventure, and education to help youth in Nashville walk on the rough waters of life. The company is primarily funded through Membership Fees, though there are also donations, sponsorships, and grants.

Tax Exempt Status

The Company is tax exempt under Internal Revenue Code 501(c)(3) for Federal income tax purposes.

Use of Estimates

Management does not use estimates in the preparation of its financial statements, instead using actual amounts.

Balance Sheet Classification

A one-year period is used as the basis for classifying all current assets and liabilities.

Grants Receivable

Grants receivables are stated at the amount management expects to collect based upon pledged amounts.

Accounts Payable

Accounts payable are stated at the amount owed. The amounts are payable to the company's vendors.

2. Property, Plant and Equipment

Property and equipment are stated at cost. Depreciation is stated using the straight-line method over the estimated useful lives of the equipment. Expenditures for repairs and maintenance are charged to expense as incurred.

Water Walkers
Notes to Financial Statements
December 31, 2024

| | |
|-----------------------------------|----------------------|
| Property, Plant and Equipment | \$ 161,123.54 |
| Accumulated Depreciation | <u>(29,667.60)</u> |
| Net Property, Plant and Equipment | <u>\$ 131,455.94</u> |



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/10/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| PRODUCER Insight Risk Management 7200 Goodlett Farms Parkway Cordova TN 38016 | CONTACT NAME: Lexi Black PHONE (A/C, No, Ext): (901)278-5375 FAX (A/C, No): E-MAIL ADDRESS: ablack@irmllc.com <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: West Bend Mutual Insurance</td> <td>15350</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table> | INSURER(S) AFFORDING COVERAGE | NAIC # | INSURER A: West Bend Mutual Insurance | 15350 | INSURER B: | | INSURER C: | | INSURER D: | | INSURER E: | | INSURER F: | |
|---|--|-------------------------------|--------|---------------------------------------|-------|------------|--|------------|--|------------|--|------------|--|------------|--|
| INSURER(S) AFFORDING COVERAGE | NAIC # | | | | | | | | | | | | | | |
| INSURER A: West Bend Mutual Insurance | 15350 | | | | | | | | | | | | | | |
| INSURER B: | | | | | | | | | | | | | | | |
| INSURER C: | | | | | | | | | | | | | | | |
| INSURER D: | | | | | | | | | | | | | | | |
| INSURER E: | | | | | | | | | | | | | | | |
| INSURER F: | | | | | | | | | | | | | | | |
| INSURED Water Walkers P.O. Box 128376 Nashville TN 37212 | | | | | | | | | | | | | | | |

COVERAGES**CERTIFICATE NUMBER:** CL242602167**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|------------------------------------|---|------------------------------|----------|---------------|-------------------------|-------------------------|---|--------------|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY | | | A695860 | 11/26/2023 | 11/26/2024 | EACH OCCURRENCE | \$ 1,000,000 |
| | <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$ 100,000 |
| | | | | | | | MED EXP (Any one person) | \$ 5,000 |
| | | | | | | | PERSONAL & ADV INJURY | \$ 1,000,000 |
| | | | | | | | GENERAL AGGREGATE | \$ 2,000,000 |
| GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | | PRODUCTS - COMP/OP AGG | \$ 2,000,000 |
| | <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | | | | | | | \$ |
| | OTHER: | | | | | | | \$ |
| A | AUTOMOBILE LIABILITY | | | A695860 | 11/26/2023 | 11/26/2024 | COMBINED SINGLE LIMIT (Ea accident) | \$ 1,000,000 |
| | <input type="checkbox"/> ANY AUTO | | | | | | BODILY INJURY (Per person) | \$ |
| | <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | \$ |
| | <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS | | | | | | PROPERTY DAMAGE (Per accident) | \$ |
| | | | | | | | | \$ |
| | UMBRELLA LIAB | | | | | | EACH OCCURRENCE | \$ |
| | EXCESS LIAB | | | | | | AGGREGATE | \$ |
| | DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/> | | | | | | | \$ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | B494757 | 11/26/2023 | 11/26/2024 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) | Y/N <input type="checkbox"/> | N/A | | | | E.L. EACH ACCIDENT | \$ 1,000,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | \$ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | \$ 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

| | |
|--------------------------|--|
| Proof of Coverage | <p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <hr/> <p>AUTHORIZED REPRESENTATIVE</p> <p>Scott Podesta/LBLACK </p> |
|--------------------------|--|

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Trading Partner Agreement

The Trading Partner Agreement (TPA) outlines the roles and responsibilities of the participating parties as they pertain to the connection between the organization's electronic health record (EHR) and the TennIIS registry. This agreement should be signed by the TennIIS Director and the organization's Primary Point of Contact.

Trading Partner Agreement

Organization **Metro Public Health Department**

Effective Date  M-D-Y

Parties Involved:

Tennessee Department of Health (TDH)

Tennessee Immunization Program
710 James Robertson Parkway
Andrew Johnson Tower, 3rd Floor
Nashville, TN 37243

Trading Partner

Metro Public Health Department
2500 Charlotte Avenue

Nashville, TN 37209

Contact Information

TDH Contacts:

Management

Name Ashley Pasquariello, IIS Manager
Email Ashley.Pasquariello@tn.gov
Phone (615) 906-7361

Operations

Name Stephanie Yelling
Email Stephanie.Yelling@tn.gov
Phone (615) 253-1360

Trading Partner Contacts:

Primary Clinical Contact

Name Laura Varnier
Email laura.varnier@nashville.gov
Phone (615) 340-8595

Secondary Clinical Contact

Name Kathryn Gormley
Email kathryn.gormley@nashville.gov
Phone (615) 340-8537

EHR Vendor Contacts:

Primary Technical Contact

Name Komal Sadani
Email komal@patagoniahealth.com
Phone _____

Secondary Technical Contact

Name Zack West
Email zack@patagoniahealth.com
Phone _____

Contents

Ongoing Support: Roles and Responsibilities

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- III. Message Transport Methods
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- V. Record Updates in IIS
- VI. Message Format and Vocabulary
- VII. Supporting Standards and Specifications
- VIII. Definition and Reporting of Organization and Facility Information
- IX. Authorized Use for Querying
- X. Modifications
- XI. Term of Agreement
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- XIV. Termination – Notice
- XV. Governing Law
- XVI. Liability for Governmental Entity
- XVII. Third Party Interest and Liability

Ongoing Support: Roles and Responsibilities

In order for the IIS to succeed in collecting, storing, and reporting immunization records, it is essential that providers, the EHR vendors, and TDH work together. Below is a list of specific roles and responsibilities for each of these three key partners in the IIS.

Provider Organization shall:

- Enter correct and complete data in the EHR system.
- Assign staff or determine who is responsible to review IIS response messages that indicate errors or rejections, and ensure relevant staff have usernames and passwords to the IIS.
- Update their IIS user list regularly, especially if the person who has been uploading messages leaves the organization.
- Log into TennIIS regularly to Board of Health Meeting March 22, 2025

- Update the facility list regularly as their organization adds or drops facilities.
- Consistently review error reports sent by the EHR vendor and fix issues promptly.
- Contact the EHR vendor if there are any issues with IIS messages.
- Resend any failed messages after correcting issues.
- Keep all acknowledgements that messages have been processed as proof of successful data exchange (for CMS Meaningful Use Audit purposes).
- Access the FAQs, Known Issues and Workarounds on the IIS home page to find answers to questions about user setup, patient information and vaccination records, and VFC ordering and management before contacting TDH.
- Keep the EHR application up-to-date and notify TennIIS of any upgrades or system changes which can occasionally create unexpected problems.
- Ensure CVX, MVX, and NDC code tables as well as Vaccine Information Statement (VIS) publication dates are current with CDC updates.
- Ensure the interface continues to run at all times, especially after a power outage or after installing or upgrading servers and software.

EHR Vendor shall:

- Provide IIS with properly formatted messages using most recent technical specifications and the CDC IG.
- Respond to and fix issues identified by the provider.
- Respond to and fix message errors and issues identified by TDH.
- Once messages are processed, ensure that providers receive acknowledgement of successful data exchange for their records.
- Monitor transport mechanism functionality.

TennIIS Interoperability Team will:

- Assist providers in the IIS registration process.
- Have a clear policy on data quality requirements and provide technical specifications as a data quality best practices guide for EHRs.
- Monitor and review incoming test and production messages for data quality.
- Document internal data validation process.
- Communicate message errors and issues to the providers and EHR vendors to improve data quality.
- Monitor transport mechanism functionality.
- Update the technical specifications and TPA as needed. Communicate changes to providers and their EHR vendors.

2.5.1 HL7 Trading Partner Agreement for the TDH Immunization Registry (TennIIS)

I. Parties

The Tennessee Immunization Information System (IIS) collects, stores, and provides functions to report patient immunization information to health care providers through the exchange of immunization data. This is an agreement between the Tennessee Department of Health (TDH) and **Metro Public Health Department** (provider) for the exchange of immunization data.

II. The Provider's Agreement to Supply Information to the IIS

- The provider shall make efforts to send data to the IIS by: (1) entering new immunization information into their Electronic Health Record (EHR) system after providing immunization care to a patient who has no pre-existing record and (2) updating administered and historical immunization data in their EHR as needed;
- The provider shall notify TDH staff of possible errors with patient data if the provider believes information contained in the IIS is untrue, inaccurate, or incomplete.
- If the provider encounters issues or errors with data exchange, the provider will first contact their EHR vendor. If the issue cannot be resolved at the EHR vendor level, the provider or their EHR vendor can contact the TDH staff to resolve the issue.
- The provider will make efforts to provide timely, accurate, and complete data by submitting required and recommended fields as defined by the most recent technical specifications and CDC Health Level Seven (HL7) Implementation Guide for Immunization Messaging (CDC IG). Daily data updates are preferred. Weekly or monthly updates are acceptable for smaller practices. Frequent data updates are important to help avoid duplication of vaccinations if patients have more than one provider.

III. Message Transport Methods

The provider agrees to choose a message transport method from the options provided below:

- a. Secure File Transport Protocol (SFTP) Options: If the provider chooses an SFTP option, they will be assigned a folder to upload immunization data in the form of Health Level 7 (HL7) messages. You will upload to the "in" folder and acknowledgements will be placed in the "out" folder.
 - **SFTP using Login/Password** - This SFTP account utilizes a Login/Password authentication process for file transmission. The expiring password MUST be changed at a designated interval (90 days) in accordance with the State of Tennessee SFTP Password Policy. TDH does not provide scripting development services or support for automated scripting.
 - **SFTP using Public/Private Key Pair (PKI)** - This SFTP account utilizes a PKI authentication process to allow for the use of automated scripting for file transmission.
- b. Web Services: A Web Services account allows one computer to access functions in another computer through the internet utilizing a unique URL, login and password.

IV. Message Transport Frequency

The provider agrees to define their interval of message submission to the IIS. This may be daily, weekly, monthly, or other.

V. Record Updates in IIS

Records will only show up immediately in the IIS if there is a real-time connection. This real-time connection is only available with the Web Services message transport option. If the transport method is based on batch messaging (SFTP), the frequency in which records are updated in the IIS is dependent on the frequency in which batch files are sent from the EHR/EMR vendor to the IIS.

Messages that are received successfully do not necessarily indicate that the IIS has been updated. Other factors involved in the processing of patient records could prevent the IIS from immediately updating patient information. The main cause for such a delay is the creation of duplicate records. The IIS de-duplicates patient records based on demographic information prior to accepting the record into the registry. Although most of these records are automatically de-duplicated, some incoming records have patient information that is so similar to an already existing patient that they require manual review to determine whether or not the records need to be merged into one or remain separated as two different patients. This process can take several hours depending on the number of records requiring manual review.

VI. Message Format and Vocabulary

Technical specifications are contained in the following documents:

- a. For querying: 2.5.1 QBP Technical Specifications for the Tennessee Department of Health Immunization Registry, dated February 2022 (bidirectional partners only).
- b. For updates: 2.5.1 VXU Technical Specifications for the Tennessee Department of Health Immunization Registry, dated February 2022 (unidirectional and bidirectional partners).

VII. Supporting Standards and Specifications

This agreement is an implementation of the Centers for Disease Control and Prevention (CDC) Health Level Seven (HL7) Version 2.5.1 Implementation Guide for Immunization Messaging Release 1.5, 10/01/2014 (CDC IG) as well as constraints placed on the CDC IG. The parties agree that the priorities of these documents are (1) The Trading Partner Agreement with the associated technical specifications, (2) The CDC IG, and (3) the HL7 Messaging Standard Version 2.5.1.

VIII. Definition and Reporting of Organization and Facility Information

The IIS supports a 2-tier hierarchy of locations. Organizations are the top tier and typically identify the legal entity. Facilities are the bottom tier and typically identify physical locations of each provider office or practice. Patients, vaccinations, and the Vaccines for Children (VFC) Provider Identification Number (PIN), if applicable, are at the facility level. An organization may have one or more facilities, but a facility may only be a member of one

organization.

The provider must make the VPDIP Program (VPDIP) aware of their hierarchical structure and must notify VPDIP when this structure changes, for example, when new facilities are added or removed from an organization.

IX. Authorized Use for Querying

Technical specifications are contained in the following documents:

- a. For the purposes of assessing a person's immunization status, or
- b. As part of an assessment of the overall immunization levels within a facility (e.g., HEDIS study), or
- c. As part of a facility's attempts to notify individuals or families whose children need vaccine or are overdue for a vaccine (recall or reminder system), or
- d. To comply with laws and regulations regarding the reporting and control of communicable diseases.

Users are required to keep information confidential in accordance with laws and regulations regarding the confidentiality of medical records. Failure to abide by the terms of this Agreement by your user will result in the termination of an individual's access to the IIS.

X. Modifications

TDH reserves the right to update this TPA with a thirty-day (30) advance notice of the proposed modifications.

XI. Term of Agreement

This Agreement shall commence on the date this Agreement is approved by all required parties and filed in the office of the Metropolitan Clerk. The initial Agreement term will end sixty (60) months from the beginning date unless terminated sooner as set forth in Section XII. through Section XIV., below.

XII. Termination - Cause

Should either party fail to fulfil in a timely and proper manner its obligations under this Agreement or if it should violate any of the terms of this Agreement, the non-breaching party shall have the right to immediately terminate the contract. The breaching party shall not be relieved of any liability to provider for damages sustained by virtue of any breach of this Agreement.

XIII. Termination - Funding

Should funding for this Agreement be discontinued, provider shall have the right to terminate this Agreement immediately upon written notice to TDH.

XIV. Termination - Notice

Either party hereto may terminate this Agreement, without cause, upon giving the other party thirty (30) days written notice of such intention to terminate.

XV. Governing Law

This Agreement shall be construed and enforced in accordance with the laws of the State of Tennessee.

XVI. Liability for Governmental Entity

Any liability of TDH to provider and third parties for any claims, damages, losses or costs arising out of or related to acts performed by TDH under this agreement will be governed by the Tennessee Claims Commission Act, Tennessee Code Annotated §§ 9-8-301, et. seq.

XVII. Third Party Interest and Liability

This Agreement is entered into for the exclusive benefit of the undersigned parties and is not intended to create any rights, powers or interests in any third party. Provider and/or TDH, including any of their respective officers, directors, employees or agents, shall not be liable to third parties by any act or omission of the other party.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their authorized representatives and made effective as of _____. If this Agreement is executed on behalf of a practice, the person signing the Agreement warrants that he/she has authority to sign on behalf of the practice.

[□ Add signature](#)

| | |
|--------------|--|
| Name | Ashley Pasquariello |
| Title | IIS Manager TN Immunization Program |

| | |
|-------------|----------------------|
| Date | <input type="text"/> |
| | M-D-Y H:M:S |

[□ Add signature](#)

| | |
|--------------|--|
| Name | Laura Varnier |
| Title | Bureau Director of Clinical Services Metro Public Health Department |

| | |
|-------------|----------------------|
| Date | <input type="text"/> |
| | M-D-Y H:M:S |

[Save & Return Later](#)





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

METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

Director, Metro Public Health Department

Date

Chair, Board of Health

Date

APPROVED AS TO AVAILABILITY OF FUNDS:

Director, Department of Finance

Date

APPROVED AS TO RISK AND INSURANCE:

Director of Risk Management Services

Date

APPROVED AS TO FORM AND LEGALITY:

Metropolitan Attorney

Date

FILED:

Metropolitan Clerk

Date



CONTRACT AMENDMENT COVER SHEET

| | | | |
|---|--------------------------------|-------------------------------------|------------------------------|
| Agency Tracking # 34549-90425 | Edison ID 83907 | Contract # | Amendment # 1 |
| Contractor Legal Entity Name Metro Government of Nashville & Davidson County | | | Edison Vendor ID 4 |
| Amendment Purpose & Effect(s) Extend term, increase maximum liability, revise E2 | | | |
| Amendment Changes Contract End Date: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO | | End Date: September 30, 2026 | |
| TOTAL Contract Amount INCREASE or DECREASE per this Amendment (zero if N/A): \$ 152,000.00 | | | |
| Funding --- | | | |
| FY | State | Federal | Interdepartmental |
| 2025 | \$0.00 | \$114,000.00 | \$0.00 |
| 2026 | \$0.00 | \$152,000.00 | \$0.00 |
| 2027 | \$0.00 | \$38,000.00 | \$0.00 |
| | | | \$0.00 |
| | | | \$0.00 |
| | | | \$0.00 |
| TOTAL: | \$0.00 | \$304,000.00 | \$0.00 |
| American Recovery and Reinvestment Act (ARRA) Funding: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | | | |
| Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations. <i>Winfield Shiers</i> | | CPO USE | |
| Speed Code (optional) | Account Code (optional) | | |
| | 71301000 | | |

**AMENDMENT ONE
OF CONTRACT 83907**

This Amendment is made and entered by and between the State of Tennessee, Department of Human Services, hereinafter referred to as the "State" and Metropolitan Government of Nashville and Davidson County, hereinafter referred to as the "Contractor." For good and valuable consideration, the sufficiency of which is hereby acknowledged, it is mutually understood and agreed by and between said, undersigned contracting parties that the subject contract is hereby amended as follows:

1. Contract Section B.1. is deleted in its entirety and replaced with the following:

B.1. This Contract shall be effective for the period beginning on October 1, 2024 ("Effective Date") and ending on September 30, 2026, ("Term"). The State shall have no obligation for goods delivered or services provided by the Contractor prior to the Effective Date.

2. Contract Section B.2. is deleted in its entirety and replaced with the following:

B.2. Renewal Options. This 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.

3. Contract Section C.1. is deleted in its entirety and replaced with the following:

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed three hundred four thousand dollars (\$304,000.00). The payment rates in section C.3 shall constitute the entire compensation due the Contractor for all service and Contractor obligations hereunder regardless of the difficulty, materials or equipment required. The payment rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the payment rates detailed in section C.3. The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

4. Contract Section E.2. is deleted in its entirety and replaced with the following:

E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this 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 at the appropriate mailing address, facsimile number, or email address as stated below or any other address provided in writing by a Party.

The State:

Gwen Laaser, Director, Child Care Services
Tennessee Department of Human Services
James K. Polk Building, 15th Floor
505 Deaderick St
Nashville, TN 37243
gwen.laaser@tn.gov

Telephone # (615) 313-3893

Administrative Contact:

Chasidy Johnson, Director of Compliance, Child Care Services
Tennessee Department of Human Services
James K. Polk Building, 15th Floor
505 Deaderick St
Nashville, TN 37243
Chasidy.Johnson@tn.gov
Telephone # (615) 313-4893

The Contractor:

Angelina Hooper, Public Health Manager
Metropolitan Government of Nashville and Davidson County
2500 Charlotte Ave
Nashville, TN 37209
Angelina.hooper@nashville.gov
Telephone # (615) 340-8900

Administrative Contact:

Holly Rice, Finance Manager
Metropolitan Government of Nashville & Davidson County
2500 Charlotte Ave.
Nashville, TN 37209
holly.rice@nashville.gov
Telephone # (615) 340-8900

All instructions, notices, consents, demands, or other communications shall be considered effective upon receipt or recipient confirmation as may be required.

Required Approvals. The State is not bound by this Amendment until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, 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).

Amendment Effective Date. The revisions set forth herein shall be effective October 1, 2025. All other terms and conditions of this Contract not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF,

METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

SIGNATURE

DATE

PRINTED NAME AND TITLE OF SIGNATORY (above)

DEPARTMENT OF HUMAN SERVICES:

CLARENCE H. CARTER, COMMISSIONER

DATE

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

METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

Director, Metro Public Health Department

Date

Chair, Board of Health

Date

APPROVED AS TO AVAILABILITY OF FUNDS:

Director, Department of Finance

Date

APPROVED AS TO RISK AND INSURANCE:

Director of Risk Management Services

Date

APPROVED AS TO FORM AND LEGALITY:

Metropolitan Attorney

Date

Metropolitan Mayor

Date

ATTEST:

Metropolitan Clerk

Date

Summary of Proposed Changes to the Pay Plan of the Metro Public Health Department

The department requests the Board of Health to add the proposed Information Technology (IT) series to the Health Department's Pay Plan and make these changes to the below positions in Health's Pay Plan effective July 1, 2025, to coincide with Metro Government's addition of the Information Technology (IT) series of pay grades to the Metro Government Pay Plan. Health uses Metro's classification titles and numbers for IT positions, and this change would continue to allow the department to do so. These changes would be cost neutral for Fiscal Year 2026, as all positions currently classified as Open Range (OR) would move to Information Technology (IT) at the same pay range.

1. Change Pay Grade of Information Systems Advisor 1 from OR09 to IT09

Health currently has two funded positions in this classification.

2. Change Pay Grade of Information Systems Advisor 2 from OR11 to IT11

Health currently has zero funded positions in this classification.

3. Change Pay Grade of Information Systems Division Manager from OR12 to IT12

Health currently has zero funded positions in this classification.

4. Change Pay Grade of Information Systems Manager from OR11 to IT11

Health currently has zero funded positions in this classification.

5. Change Pay Grade of Information Systems Applications Analyst 1 from OR04 to IT04

Health currently has zero funded positions in this classification.

6. Change Pay Grade of Information Systems Applications Analyst 2 from OR05 to IT05

Health currently has zero funded positions in this classification.

7. Change Pay Grade of Information Systems Applications Analyst 3 from OR06 to IT06

Health currently has three funded positions in this classification.

8. Change Pay Grade of Information Systems Applications Technician 1 from OR02 to IT02

Health currently has zero funded positions in this classification.

9. Change Pay Grade of Information Systems Applications Technician 2 from OR03 to IT03

Health currently has zero funded positions in this classification.

Schedule for IT job family:

This simple change for FY26 will allow us to make more targeted adjustments for these jobs as needed in the future.

For FY26, the IT grades will match the OR grades.

| Grade | Current | | | Proposed | | | Added |
|-------|---------|---------|-------|----------|---------|-------|-------|
| | Min | Max | Width | Min | Max | Width | |
| OR01 | 50,647 | 65,841 | 30% | 54,699 | 71,109 | 30% | IT01 |
| OR02 | 54,708 | 71,120 | 30% | 59,085 | 76,811 | 30% | IT02 |
| OR03 | 57,958 | 75,343 | 30% | 62,594 | 81,372 | 30% | IT03 |
| OR04 | 63,823 | 82,965 | 30% | 68,927 | 89,605 | 30% | IT04 |
| OR05 | 70,123 | 91,162 | 30% | 75,734 | 98,454 | 30% | IT05 |
| OR06 | 77,083 | 104,062 | 35% | 83,250 | 112,387 | 35% | IT06 |
| OR07 | 84,043 | 118,007 | 40% | 90,923 | 127,292 | 40% | IT07 |
| OR08 | 91,031 | 131,995 | 45% | 98,314 | 142,555 | 45% | IT08 |
| OR09 | 98,019 | 147,029 | 50% | 105,861 | 158,791 | 50% | IT09 |
| OR10 | 106,924 | 165,732 | 55% | 115,478 | 178,991 | 55% | IT10 |
| OR11 | 115,828 | 185,326 | 60% | 125,095 | 200,152 | 60% | IT11 |
| OR12 | 126,035 | 207,958 | 65% | 138,736 | 221,978 | 60% | IT12 |
| OR13 | 136,242 | 231,611 | 70% | 149,918 | 247,364 | 65% | IT13 |
| OR14 | 148,504 | 267,307 | 80% | 169,463 | 279,613 | 65% | IT14 |