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
BOARD OF HEALTH MEETING
Lentz Public Health Center Board Room on the second floor
2500 Charlotte Avenue, Nashville TN 37209
4:00 p.m. – Thursday, July 10, 2025

The Board of Health may deliberate and decide any item on the agenda.

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.

BOARD OF HEALTH

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. 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.
3. Declarations of Conflicts/Recusals or Communiques from the Public on Agenda Items .... Franklin
4. Deliberation of June 9, 2025, Special Called Meeting Minutes .... Franklin
5. Deliberation of June 12, 2025, Meeting Minutes .... Franklin
6. Employee/Team Recognition .... Areola
7. Deliberation of Proposed By-Laws .... Sharp
8. Deliberation of School Nursing MOU with Board of Education .... Sharp
9. Deliberate on Scheduling a Public Hearing on the Proposed Regulation No. 13, Part 70 Operating Permit Program . Finke
10. State of Public Health .... Areola
11. Deliberation of Grant Applications .... Diamond
12. Deliberation of Grants and Contracts .... Diamond
13. Financial Update .... Diamond
14. Deliberation of the Director's Goals .... Franklin
15. Report of Director .... Areola
16. Report of Chair .... Franklin
17. New Business .... Franklin
    a. Board Requests of the Department b. Departmental Requests of the Board
18. Adjournment .... Franklin

CIVIL SERVICE BOARD

1. Deliberate on Scheduling a Public Hearing Regarding the Animal Care & Control Lic Vet Tech Sr Position .... Shelton
2. Deliberate on Scheduling a Public Hearing Regarding Civil Service Rule 5.17, Paid Family Leave .... Shelton
3. Personnel Changes .... Shelton
4. Adjournment .... Franklin

2500 Charlotte Avenue ● Nashville, TN 37209-4129 ● Phone: (615) 340-5616 ● Fax: (615) 340-5665 ● www.health.nashville.gov

Metropolitan Board of Health of Nashville and Davidson County
June 9, 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 2:35 p.m. in the Lentz Public Health Center Director's Conference Room, 2500 Charlotte Avenue, Nashville, TN 37209.

Present
Tené H. Franklin, MS, Chair
Marie Griffin, MD, Vice-Chair
Carol Ziegler, DNP, Member
Rebecca Whitehead, MBA, Member
Morgan McDonald, MD, Member
Heather Corum Powell, Member
Sanmi Areola, Ph.D., Director of Health

Public Comment Period
There were no requests to comment.

Work Session
Chair Franklin welcomed all and stated that the purpose of this meeting is to develop goals for the position of the Director of Health. She acknowledged that Dr. McDonald was listening in and according to the Open Meeting Law, Dr. McDonald would not participate and was not counted for quorum purposes. Chair Franklin welcomed our newest board member, Heather Corum Powell.

Chair Franklin reported that one year ago the board and the ELT ranked their choices using The Core Competencies for Public Health Professionals in what they would like for the director. There was alignment with almost all except for two competencies. From the rankings, one final document was prepared, and this was used in the director search, interview questions, etc.

The competencies are organized into eight domains, representing skill areas within public health, and three tiers, which describe different types of responsibilities within public health organizations. Eight domains were:

Domain 1: Data Analytics and Assessment Skills
Domain 2: Policy Development and Program Planning Skills
Domain 3: Communication Skills
Domain 4: Health Equity Skills
Domain 5: Community Partnership Skills
Domain 6: Public Health Sciences Skills
Domain 7: Management and Finance Skills
Domain 8: Leadership and Systems Thinking Skills

Chair Franklin shared two individuals' comments that were submitted when the ranking exercise was done last year on what they would like to see in a director.

1. "The Leader of the Metro Public Health Department should be an individual who is prepared to guide, direct a dynamic workforce that is reflective of the people the department serves. A leader who operated with integrity and is prepared to effectively guide organizational change. A leader who is not afraid to lead by example, who shows up and values the contributions of all the team members of MPHD. A leader who understands the importance of challenging the status quo regardless of the impact of a few specialized interest. A leader who understands the importance of diversity of thought, engagement. A leader who supports innovation and is proactive rather than reactive and empowers all of the supporting leadership equally to effectively make a difference in the community. A leader who understands and actively engages in change management, understands organizational development and basic leadership of a dynamic team.

A leader who values effective concise and honest communication to all areas of the MPHD workforce and is a coalition builder because they are decisive and intentional about how to lead a department that is progressive and moving forward to have a positive impact on the people the department serves. Also, a leader that truly believes in customer service and the impact a welcoming environment has on the community when engaging the Public Health Department, that the department is inclusive in its workforce and its services provided to the Nashville Davidson County Public."

2. "Seek conflict management training and practice conflict management strategies."

Chair Franklin stated that this was the feedback that was received last year, and she believes if individual employees are held accountable then the director should lead by example as well. She indicated that we have not had a robust process for developing goals for the director in the past. Dr. Areola has taken these into account and shared some goals that he has had in the past with other positions.

Ms. Whitehead reported that Dr. Areola had submitted previously a document that outlined the priority, goals, tasks, and competencies for performance tracking FY2026: "Due to the new Strategic Plan not being complete as of date we will use the competencies to guide us in developing goals. What was presented to the members is a draft and the purpose of the meeting today was for us to discuss and then Dr. Areola will take all into consideration and send a revised document for the board to review and consider".

Chair Franklin stated that with the history of morale and culture in the department, she would like one of the goals for the director to include a goal on Social and Emotional Leadership: "The document is not reflective of Dr. Areola. It is a document to help us as we develop goals for the director position in general. This has never been done before". A document with examples was distributed. Discussion was as follows:

- Opens the door for individuals in the department to show up regarding professionalism and conflict management – opportunity for individuals in the department to work through conflict.
- Directors in past there has been a desire to work together but that has not always been the case.
- Director sets the tone.
- Provides culture so others can see that they need to show up for the work and get on board.
- Provides an opportunity to receive and give feedback in a positive and constructive way.
- This goal could fall under workplace culture.
- This goal is not measurable. We need measurable outcomes.
- Dr. Areola stated that he doesn't want his goals to reflect what has transpired over the last 5 years with the other directors. He stated that some of the board members are talking to staff, and he can't respond if he doesn't know. The board needs to back up and not listen to the staff. The changes that he has discussed with the board are based on what he has seen when he came back to the department and the changes are consequences of what he has seen. It was evident that some of the board members had talked to the staff prior to the retreat and talking to staff is disrespectful. The board can't undermine the director.

Comments/Remarks on the document "Performance Tracking FY2026" that Dr. Areola submitted to the board for their review.

- Priority 1: Federal Landscape
  - Provide more collaboration with commissioners and Mayor.
  - If the department can't meet the goal, why not? For example, 60% local funds and 40% grant funds.
  - One additional source of funding.
- Priority 2: Community Violence
  - Is there a date for the Mayor's Office to convene a community/stakeholders' group? Dr. Areola stated that the mayor will be making the appointment.
  - How many FTEs are there in the health department?
  - The Community Violence Report will be shared with the board members. Ms. Whitehead had previously sent to Dr. Areola.

- Priority 3: Opioid Overdose and Substance Use
    - How many staff do we have working on this effort?
    - What are the expectations?
    - What outcomes are we inspiring to do?
    - Might need to include additional people.
    - Who are the key stakeholders?
    - Does it belong in Public Health?
    - Suggestion to add implement evidence-based strategies for opioid funding and violence prevention in addition to evaluation of impact.
- Priority 4: Re-Accreditation:
    - What are the dates? Do we need to ask for an extension?
        - The department is collecting all documents now. A date will be given after the submission has been done.
        - Include expected date of completion of the Strategic Plan – doesn't have to be an exact date – example could be 3rd quarter.
- Priority 5: Capital Projects
    - Be specific about the space needs for both projects – Woodbine replacement and MACC replacement. For example, have consulted with experts on the MACC facility and we have looked at 3 properties for the Woodbine location.
- Priority 6: TB, HIV, and STD Programs
    - Was there a reason these three programs were chosen over other program areas? This was based on local data. HIV new infection numbers are going up as well as Syphilis numbers.
    - Do we broaden these categories?
    - How are we monitoring?
- Other Priorities:
    - Dr. Areola to include chronic illnesses.
- Suggestion to add a Priority 7 - Internal Culture
- Suggestion to add Priority 8 – Emerging Needs
- Chair Franklin suggested SMARTIE goals…Strategic, Measurable, Ambitious, Realistic, Time-bound, Inclusive, and Equitable. SMART goals are Specific, Measurable, Achievable or Ambitious, Relevant, and Time-bound.

Dr. Areola will revise the document and share with Ms. Whitehead for tweaking if needed before submitting to the board. Chair Franklin indicated that the goal is for this to be approved at the July Board of Health meeting with the document being shared with the board prior to submitting for approval.

Other Discussion:

- What happened to the health department dashboard that was available when Dr. Paul was here. Dr. Areola stated that the EPI Team is looking at health metrics.
- Some of our data is on Big Cities site.
- Suggestion to include an update on all eight categories in the Director's Report every month. Include all 8 categories.
- Dr. Areola will talk with Ms. Leach about a different template for the Strategic Plan.

Adjournment

Ms. Whitehead made a motion to adjourn the special called meeting. Dr. Ziegler seconded the motion, which passed unanimously. The special called meeting adjourned at 3:57 p.m.

Tené H. Franklin, Chair

DRAFT

Metropolitan Board of Health of Nashville and Davidson County
June 12, 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 4:05 p.m. in the Lentz Public Health Center Centennial B Room, 2500 Charlotte Avenue, Nashville, TN 37209.

Present
Tené H. Franklin, MS, Chair
Marie Griffin, MD, Vice-Chair
Lloyda Williamson, MD, Member
Rebecca Whitehead, MBA, Member
Heather Corum Powell, Member
Sanmi Areola, Ph.D., Director of Health
Jim Diamond, MBA, Finance and Administration Bureau Director
Joanna Shaw-KaiKai, MD, Medical Services Director
Aaron Shelton, MBA, Human Resources Manager
Derrick Smith, JD, Metropolitan Department of Law

Public Comment Period (Agenda Items)
There were no requests to comment.

Public Comment Period (Community Voices)
There were no requests to comment.

Welcome New Board Member, Heather Corum Powell
Chair Franklin welcomed new Board of Health member Ms. Powell to the board and invited her to introduce herself.

Ms. Powell shared a few brief details about herself and career and received a warm welcome.

Declarations of Conflicts/Recusals or Communiques from the Public on Agenda Items
Chair Franklin asked Mr. Smith to give an overview of this agenda item.

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.

Chair Franklin stated that Ms. Powell had sent her an email about Medicaid.

Approval of May 8, 2025, Meeting Minutes
Dr. Griffin made a motion to approve the May 8, 2025, meeting minutes as distributed. Ms. Whitehead seconded the motion, which passed unanimously.

Employee/Team Recognition
Dr. Areola shared that Amy Hamilton, MACC, was chosen as the April Employee of the Month. (Attachment I)

Dr. Areola recognized the Nashville Strong Babies Team for being chosen as the April Team of the Month (Attachment II). Team members present were Angela Williams, Angela Boffah, D'Yuanna Allen-Robb, Donna Jean-Jumeau, Roniki Truelove, and Dawn Smith.

Proposed By-Laws
Mr. Smith reported that the By-Laws were never revised to increase the membership from 6 to 7 members. Last revision was approved in November 2014. The Charter was revised in 2022. Article IV: Section 4: will be revised to read "Four members of the seven-member board shall constitute quorum". The By-Laws revision will be on next month's agenda for the Board to approve the change.

State of Public Health
Dr. Areola shared that there have been changes to the Advisory Committee for Immunization Practices (ACIP) and the committee is scheduled to meet on June 25th. He indicated that some of our programs may experience decreased funding, and that the department is continuing to look at impacts as they are disclosed.

Approval of Grant Applications

There were no grant applications.

Approval of Grants and Contracts

Mr. Diamond presented 4 items.

1. **Grant from Tennessee Department of Health - Public Safety Partnerships in High Impact Areas**
   Term: September 1, 2025 – August 31, 2026
   Amount: $144,800
2. **Grant Amendment from the Health Resources & Services Administration – Ryan White Part A**
   Term: March 1, 2025 – February 28, 2026
   Amount: $1,261,658 (new total $2,119,379)
3. **Grant – Community Safety Fund Grant – Autism Tennessee**
   Term: Execution + 1 year
   Amount: $50,000
4. **Grant from Friends of MACC - Donation**
   Term: NA
   Amount: $21,494

Ms. Whitehead made a motion to approve items 1-4. Dr. Williamson seconded the motion, which passed unanimously.

Report of Director
Dr. Areola referred to the update provided in the Board packet (Attachment III) and highlighted several items therein.

Dr. Areola asked Dr. Shaw-KaiKai to give an update on the upcoming Continuing Education Learning Series. Dr. Shaw-KaiKai shared that the next session "Promoting Environmental Health, Sustainability and Adaptation within Public Health is scheduled for July 9th. Speakers include Dr. Paul Petersen (Tennessee Department of Health), Dr. Carol Ziegler, Dr. Anidolee Melville-Chester, John Finke, Lauren Cromer, and Dr. Areola.

Report of Chair
Chair Franklin ask that we look at what we can do to share the importance of public health; this will be added to Board Requests. Chair Franklin asked that if anyone has an agenda item for a future meeting to please notify Rhonda Graham.

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.
- Quarterly updates on the culture of the department.
- Annual Board Report to the Mayor for 2025 to be given to the Board in June.
- Annual Board Report Draft to the Mayor to be given to the Board by March 2026 and beyond.
- Dr. Areola's priorities to be shared at every meeting until the Strategic Plan is in place.
- Consider having a member of the Youth Advisory Board present at the meetings.
- Dr. Areola to notify the Board what they can do to get the word out about what we are doing in the department and to share talking points at the appropriate time.

Adjournment
Dr. Williamson made a motion to adjourn the regular meeting. Ms. Powell seconded the motion, which passed unanimously. The regular meeting adjourned at 4:52 p.m.

CIVIL SERVICE BOARD

Personnel Changes
Mr. Shelton referred to the May 2025, Personnel Changes.

Mr. Shelton gave an update on 4 out of 5 employees that were dismissed due to loss of funding.

Adjournment
Chair Franklin adjourned the Civil Service Board meeting at 4:54 p.m.

Next Meeting
The next meeting of the Board of Health will be held Thursday, July 10, 2025, at the Lentz Public Health Center Board Room, 2500 Charlotte Avenue, Nashville, TN 37209.

Tené H. Franklin
Chair

DRAFT

Bylaws

OF THE METROPOLITAN BOARD OF HEALTH
OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY, TENNESSEE

Adopted June 4, 2001
Amended November 13, 2014
Amended July 10, 2025

Article I: Name

The name of this board shall be the Metropolitan Board of Health, or such other name as is designated by the Charter of the Metropolitan Government of Nashville and Davidson County, Tennessee (hereinafter, "Charter").

Article II: Object

The object of this board shall be to perform the functions and duties set forth in state law, the Charter and related Ordinances.

Article III: Members and Officers

The membership of this board, qualifications, term and selection of members and officers shall be designated by the Charter.

Article IV: Meetings

Section 1. The regular meetings of the Board shall be held on the second Thursday of each month unless otherwise ordered by the Board.

Section 2. Special meetings may be called by the Chairman. The purpose of the meeting shall be stated in the call. Except in cases of emergency, at least three days' notice shall be given.

Section 3. Notice of meetings shall be posted in compliance with the laws of the State of Tennessee.

Section 4. Four members of the seven-member board shall constitute quorum.

Article V: Committees

Such committees, standing or special, shall be appointed by the Chairman as the board shall from time to time deem necessary to carry on the work of the board.

Article VI: Parliamentary Authority

The rules contained in the current edition of *Robert's Rules of Order Newly Revised* shall govern the board in all cases to which they are applicable and in which they are not inconsistent with these bylaws, the Charter or Metropolitan ordinances, state law, and any special rules of order that the board may adopt.

Article VII: Amendment of Bylaws

These bylaws may be amended at any regular meeting of the board by a two-thirds vote, provided that the amendment has been submitted in writing at the previous regular meeting.

MEMORANDUM OF UNDERSTANDING BETWEEN THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY, BY AND THROUGH THE METROPOLITAN BOARD OF PUBLIC EDUCATION AND THE METROPOLITAN PUBLIC HEALTH DEPARTMENT

This Memorandum of Understanding (MOU) is made and entered into by and between the **METROPOLITAN NASHVILLE BOARD OF PUBLIC EDUCATION** (MBPE) and the **METROPOLITAN PUBLIC HEALTH DEPARTMENT** (MPHD), both of which are units of The Metropolitan Government of Nashville and Davidson County, a governmental, municipal and public corporation created and existing under and by virtue of the Constitution and laws of the State of Tennessee (the Metropolitan Government)(collectively, the "Parties").

WHEREAS, MPHD and MBPE desire to work together to provide certain school nursing services to serve the health needs of the MBPE students as well as other health services as specified in this MOU; and

WHEREAS, it is the policy of the Metropolitan Government not to discriminate on the basis of age, race, sex, color, national origin, or disability in its programs, services and activities. With regard to all aspects of this MOU, both parties certify and warrant they will comply with this policy. No person shall be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in Metro's programs or activities, on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by the federal of Tennessee State Constitutional or statutory law. Accordingly, both parties shall, upon request, show proof of such nondiscrimination and to post, in conspicuous places that are available to all employees and applicants, notices of nondiscrimination; and,

WHEREAS, all educational records created, disclosed or maintained pursuant to the terms of this MOU are confidential and shall be created, disclosed and maintained pursuant to the provisions of Family Educational Rights and Privacy Act, also known as FERPA (20 U.S.C.A. § 1232g), its regulations and MBPE policy.

NOW, THEREFORE, the Parties hereby agree as follows:

I. Roles and Responsibilities – The Parties

The Parties understand and agree that they remain separate departments within the Metropolitan Government, governed by separate leadership and operating pursuant to separate departmental policies, rules, and regulations. The Parties understand and agree that department leadership directives, policies, rules and regulations do and may impact the operation of this MOU and that the Parties must operate within all applicable directives, policies, rules and regulations. Each Party agrees to provide written notice to the other Party of any departmental changes that may reasonably be anticipated to impact this MOU.

A. MPHD Responsibilities:

1. Provide comprehensive school nursing services to MBPE students in pre-kindergarten through twelfth grade, exceptional education students from ages 3 through 21, inclusive, and any private schools that have a service plan through the Department of Exceptional Education. However, nursing services will not be provided at charter schools. All school nursing services will be provided in accordance with the Guidelines for Use of Health care Professionals and Healthcare Procedures in a School Setting, the National Association of School Nursing Guidelines, Tennessee Code Annotated (TCA) 49-50-1601 and 49050-1602 and MBPE District Standard Operating Procedures (DSOPs). School nursing services will be provided during normal school operating hours including Extended School Year (ESY) and Promising Scholars summer sessions. Specifically, MPHD will provide the following services for school nursing purposes:

   a. Daily nursing care to individual students required pursuant to an Individual Education Program (IEP), Individual Health Plan (IHP), Emergency Care Plan (ECP) or other medical order. This care includes, but is not limited to, daily administration of medications, catheterizations, glucose monitoring, insulin injections, percussions, tube feedings, tracheotomy suctioning, emergency first aid and inhalation therapy. Medication administration is delegated in the school setting, when applicable under state law, except at Harris Hillman Exceptional Education School.

   b. At a minimum, MPHD will provide a full-time school nurse at every school and additional nurses as needed to provide comprehensive school nursing services. As full time school nurse staffing is being obtained, placement of nurses in schools will be based on the number of students requiring procedures ordered by their primary care provider and in schools with the greatest medical needs as mutually determined by MBPE and MPHD.

c. Monitoring of student medication records monthly utilizing the District electronic health record.

d. Verification of the accuracy of doctors' orders entered into the District electronic health record by MBPE staff.

e. Maintenance of electronic student records in the District electronic health record regarding procedures or medications administered by MPHD nurses.

f. Daily nursing care to students who do not have an IEP, IHP, ECP, or medical order as time permits for the nurse on location in that school at the time the medical need arises.

g. Placement of a school nurse for each school covered by this MOU who will attend to the medical needs of the students in that school as time, student safety, and professionalism allow. The school nurse's first responsibility is the completion of student procedures (e.g., catheterizations, glucose monitoring, insulin injections, percussions, tube feedings, tracheotomy suctioning, and inhalation therapy) so they may not be immediately available to assist the "assigned'' school if they are conducting procedures.

h. Attendance at all IEP and 504 Team Meetings for students covered by this MOU whose IEPs or 504 Accommodation Plan includes a nursing component.

i. As necessary, development of Individualized Health Plans (IHP) for students covered by this MOU.

j. As necessary, development of Emergency Care Plans (ECP) for students covered by this MOU.

k. A bi-annual competency assessment of a student's proficiency in performing an invasive procedure, the penetration of deep body tissue or organ, such as blood glucose monitoring and catheterization.

l. Training and annual renewal of school personnel on the dispensing of medication.

m. Training and annual renewal of school personnel on the administration of emergency medications such as epinephrine, glucagon, opioid antagonist, and anti-seizure medications in accordance with Tennessee Code Annotated and MBPE District Standard Operating Procedures (DSOPs).

n. Education of students in preventative health care and management of chronic diseases, as time permits and after other duties are fulfilled.

MBPE and MPHD will collaborate to determine needed reports, including at least the following:

i. Notification of any school nursing positions remaining unfilled longer than two weeks within the previous month.
ii. Monthly list of procedures and other medical interventions performed by nurses for each school covered by this MOU.

2. In addition to the school nurse services, MPHD will provide, contingent upon funding, the following health services to students at no cost to MBPE: Immunizations and Early and Periodic Screening, Diagnostic, and Treatment (EPSDT/Well Exam), dental screening, examination and sealants to students at schools of high needs as determined by Community Eligible Provision or DEP as designated by the MBPE Director of Student Health Services.

B. Metropolitan Board of Public Education Responsibilities:

1. Provide adequate workspace for MPHD personnel to perform school nursing services.

2. Provide telephone service, computer network and printer access, access to a copier and a locked space for medication and for health records.

3. Provide access to all information on each student requiring nursing intervention to allow services to be appropriately provided.

4. Provide MPHD access to all relevant MBPE policies, goals, strategies and communications pertaining to school nursing.

5. Require MBPE staff to enter health information regarding medications or services provided by MBPE staff in the District electronic records.

C. The determination that a student requires "one-on-one" care or other high-intensity nursing care shall be made by the MPHD Director or designee and reported to the MBPE Director of Student Health Services. These services will be provided by the MPHD at no cost to MBPE. If MBPE decides to provide "one-on-one" care or other high-intensity nursing care to ensure a free and appropriate public education (FAPE), despite MPHD's determination that such care is not medically necessary, the additional care shall be provided at no cost to MBPE when the child's primary care provider agrees it is medically necessary.

D. A joint review process will be used if additional resources are required to fulfill the requirements of section I.A.1. The decision shall be made jointly by MBPE and MPHD. Additional nursing services may be provided by hiring additional nurses as directed by the contract between the Metropolitan Government and the nursing agencies.

E. If funds for Medicaid reimbursement in the schools are made available to MBPE Student Health Services, the appropriation and expenditure of such funds will be determined jointly by the MBPE Director of Student Health Services and the MPHD School Health Program Manager.

F. The field trip requirements during regular school hours, will be provided by MPHD at no cost to MBPE. For field trips that extend beyond regular school hours, MPHD will provide the necessary nursing services and invoice MBPE accordingly.

II. Amendments

This Memorandum of Understanding may be amended at any time by mutual agreement of the Parties in writing.

III. Termination

Any party to this MOU may terminate this agreement by providing the other party with written notice of their intent to do wo thirty (30) days prior to the date of termination.

IV. Term

The Term of this MOU will begin July 1, 2025, and end on June 30, 2030.

V. Additional Federal Terms and Provisions

MPHD is hereby notified and acknowledges that, in the event MBPE is required to pay any portion of the services under this contract, MBPE may seek reimbursement for all or part of the associated costs under applicable federal grant funding. Accordingly, to the extent such costs are submitted for federal reimbursement, MPHD agrees to comply with the additional terms and conditions set forth in Appendix I – Federal Terms and Provisions, as applicable.

MEMORANDUM

TO: Dr. Sanmi Areola

FROM: John Finke

DATE: June 30, 2025

SUBJECT: Proposed Revisions to Regulation No. 13, “Part 70 Operating Permit Program”

The Federal operating permit program has always had a provision known as “Affirmative Defense”. These provisions allow sources to avoid liability in enforcement proceedings by demonstrating that violations of certain emission limitations were caused by an “emergency” situation. If a source demonstrated in a judicial or administrative proceeding that it had met the requirements of this defense, then civil penalties would not be assessed.

On July 12, 2023, the U.S. Environmental Protection Agency (EPA) removed the emergency affirmative defense provisions from Clean Air Act operating permit program regulations. EPA and the Tennessee Department of Environment and Conservation have asked us to bring our regulations into compliance with the new regulatory language.

An underlined/strikethrough version of the proposed regulation has been attached for your review.

In accordance with Sections 10.56.090 and 10.56.110 of Chapter 10.56, “Air Pollution Control,” no regulation shall be adopted or amended prior to a public hearing regarding the matter. Section 10.56.110 states that the hearing may be held before the Board or a hearing officer designated by the Board. If the Board is willing to designate a hearing officer and the public hearing can take place in mid-August, we have the opportunity to resolve this matter at the September Board of Health meeting. If the Board would like to facilitate the public hearing, it will need to be held at their September meeting with a vote coming in October.

At this time, I am requesting the Metropolitan Board of Health to designate a hearing officer and set a public hearing at 4:00PM, August 26, 2025, to receive comments on proposed Regulation No. 13, “Part 70 Operating Permit Program.”

cc: Sanmi Areola
Derrick Smith

METROPOLITAN HEALTH DEPARTMENT
DIVISION OF POLLUTION CONTROL

Regulation No. 13

Part 70
Operating Permit Program

As provided for in the Code of Laws of the Metropolitan Government of Nashville and Davidson County, Tennessee, Chapter 10.56, Article I, Section 10.56.040 and Section 10.56.090.

Adopted October 12, 1993
As Amended April 9, 2002
As Amended December 2, 2010
As Amended TBD
By the Metropolitan Board of Health
Nashville and Davidson County

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PART 70
OPERATING PERMIT PROGRAM

This regulation establishes requirements for the issuance of operating permits to stationary sources. This regulation is promulgated as provided for in Section 10.56.090, “Board-Powers and Duties” and Section 10.56.040, “Operating Permit” of Chapter 10.56, “Air Pollution Control” of the Metropolitan Code of Laws.

SECTION 13-1: Definitions

All terms not defined herein shall have the meaning given in Chapter 10.56, “Air Pollution Control,” Section 10.56.010, “Definitions,” of the Metropolitan Code of Laws.

(a) **“Act”** - means the Clean Air Act, as amended, 42 U.S.C. 7401, et seq.

(b) **“Administrator”** - means the Administrator of the EPA or his designee.

(c) **“Affected Source”** - means a source that includes one or more affected units.

(d) **“Affected State”** - means Tennessee and/or Kentucky provided the State’s air quality may be affected by the issuance of an operation permit, permit modification or permit renewal.

(e) **“Affected Unit”** - means a unit that is subject to emission reduction requirements or limitations under Title IV of the Act.

(f) **“Applicable Requirements”** - means all of the following as they apply to emission units in sources (including requirements that have been promulgated or approved by EPA through rulemaking at the time of issuance but have future-effective compliance dates):

(1) Any standard or other requirement provided for in the applicable implementation plan approved or promulgated by EPA through rulemaking under Title I of the Act that implements the relevant requirements of the Act;

(2) Any term or condition of any preconstruction permits issued pursuant to regulations approved or promulgated through rulemaking under Title I, including Parts C or D, of the Act;

(3) Any standard or other requirement under Section 111 of the Act, including Section 111(d);

(4) Any standard or other requirement under Section 112 of the Act, including any requirement concerning accident prevention under Section 112(r)(7) of the Act;

(5) Any standard or other requirement of the acid rain program under Title IV of the Act or the regulations promulgated thereunder;

(6) Any requirements established pursuant to Section 504(b) or Section 114(a)(3) of the Act;

(7) Any standard or other requirement governing solid waste incineration, under Section 129 of the Act;

(8) Any standard or other requirement for consumer and commercial products, under Section 183(e) of the Act;

(9) Any standard or other requirement for tank vessels under Section 183(f) of the Act;

(10) Any standard or other requirement of the regulations promulgated to protect stratospheric ozone under Title VI of the Act, unless the Administrator has determined that such requirements need not be contained in a Title V permit; and

(11) Any national ambient air quality standard or increment or visibility requirement under Part C of Title I of the Act, but only as it would apply to temporary sources permitted pursuant to Section 504(e) of the Act.

(g) **"Area Source"** - means any stationary source that is not a major source.

(h) **"Designated Representative"** - means a responsible person or official authorized by the owner or operator of a source to represent the owner or operator in matters pertaining to the holding, transfer, or disposition of allowances allocated to a source, and the submission of and compliance with, permits, permit applications, and compliance plans for the source.

(i) **"Director"** - means the chief administrative officer of the Metropolitan Board of Health or his designated representative.

(j) **"Draft Permit**" - means the version of a permit for which the Director offers public participation under Section 13-5 or affected State review under Section 13-6 of this Regulation.

(k) **"Emissions Unit"** - means any article, machine or process equipment or other contrivance that emits or has the potential to emit any regulated pollutant or any pollutant listed under Section 112(b) of the Act.

(l) **"Final Action"** - means the issuance or denial of the proposed permit by the Director.

(m) **"Final Permit"** - means the version of a permit issued by the Director that has completed all review procedures required by Sections 13-5 and 13-6 of this Regulation.

(n) **"Fugitive Emissions"** - means any emission emitted from any source other than through a stack.

(o) **“General Permit”** - means a permit that meets the requirements of Section 13-4(d).

(p) **“Major Source”** - means any stationary source (or any group of stationary sources that are located on one or more contiguous or adjacent properties and are under common control of the same person (or persons under common control)) belonging to a single major industrial grouping and that are described in Paragraph (1), (2), or (3) of this definition. For the purposes of defining “major source,” a stationary source or group of stationary sources shall be considered part of a single industrial grouping if all of the pollutant emitting activities at such source or group of sources on contiguous or adjacent properties belong to the same Major Group (i.e., all have the same two-digit code) as described in the Standard Industrial Classification Manual, 1987.

(1) A major source under Section 112 of the Act, which is defined as:

(i) For pollutants other than radionuclides, any stationary source or group of stationary sources located within a contiguous area and under common control that emits or has the potential to emit, in the aggregate, 10 tons per year (tpy) or more of any hazardous air pollutant which has been listed pursuant to Section 112(b) of the Act, 25 tpy or more of any combination of such hazardous air pollutants, or such lesser quantity as the Administrator may establish by rule.

(ii) For radionuclides, major sources shall have the meaning specified by the Administrator by rule.

(2) A major stationary source of air pollutants that directly emits or has the potential to emit, 100 tpy or more of any air pollutant ~~regulated~~ subject to regulation under the Clean Air Act (including any major source of fugitive emissions of any such pollutant, as determined by rule by the Administrator). The fugitive emissions of a stationary source shall not be considered in determining whether it is a major stationary source unless the source belongs to one of the following categories of stationary sources:

(i) Coal cleaning plants (with thermal dryers);

(ii) Kraft pulp mills;

(iii) Portland cement plants;

(iv) Primary zinc smelters;

(v) Iron and steel mills;

(vi) Primary aluminum ore reduction plants;

(vii) Primary copper smelters;

(viii) Municipal incinerators capable of charging more than 250 tons of refuse per day;

(ix) Hydrofluoric, sulfuric, or nitric acid plants;

(x) Petroleum refineries;

(xi) Lime plants;

(xii) Phosphate rock processing plants;

(xiii) Coke oven batteries;

(xiv) Sulfur recovery plants;

(xv) Carbon black plants (furnace process);

(xvi) Primary lead smelters;

(xvii) Fuel conversion plants;

(xviii) Sintering plants;

(xix) Secondary metal production plants;

(xx) Chemical process plants;

(xxi) Fossil-fuel boilers (or combination thereof) totaling more than 250 million British thermal units per hour heat input;

(xxii) Petroleum storage and transfer units with a total storage capacity exceeding 300,000 barrels;

(xxiii) Taconite ore processing plants;

(xxiv) Glass fiber processing plants;

(xxv) Charcoal production plants;

(xxvi) Fossil-fuel-fired steam electric plants of more than 250 million British thermal units per hour heat input; or

(xxvii) All other stationary source categories regulated by a standard promulgated under Section 111 or 112 of the Act as of August 7, 1980.~~, but only with respect to those air pollutants that have been regulated for that category.~~

(3) Any stationary source located in an area designated as a marginal or moderate ozone nonattainment with the potential to emit 100 tons per year or more of volatile organic compounds or oxides of nitrogen.

(q) **"Permit"** - means any permit or group of permits governing a source that is issued, renewed, amended, or revised pursuant to this Regulation.

(r) **"Permit Application"** - means an application for an operating permit, permit revision, permit renewal, permit reopening and any other such application as may be required.

(s) **"Permit Modification"** - means a revision to a permit that meets the requirements of Section 13-5 of this Regulation.

(t) **"Potential to Emit"** - means the maximum capacity of a stationary source to emit any air pollutant under its physical and operational design. Any physical or operational limitation on the capacity of a source to emit an air pollutant, including air pollution control equipment and restrictions on hours of operation or on the type or amount of material combusted, stored, or processed, shall be treated as part of its design if the limitation is enforceable by the Administrator.

(u) **"Proposed Permit"** - means the version of a permit that the Director proposes to issue and forwards to the Administrator for review in compliance with Section 13-6 of this Regulation.

(v) **"Regulated Air Pollutant"** - means the following:

(1) Nitrogen oxides or any volatile organic compounds;

(2) Any pollutant for which a national ambient air quality standard has been promulgated;

(3) Any pollutant that is subject to any standard promulgated under Section 111 of the Act;

(4) Any Class I or II substance subject to a standard promulgated under or established by Title VI of the Act;

(5) Any pollutant subject to a standard promulgated under Section 112 or other requirements established under Section 112 of the Act, including Sections 112(g), (j) and (r) of the Act, including the following:

(i) Any pollutant subject to requirements under Section 112(j) of the Act. If the Administrator fails to promulgate a standard by the date established pursuant to Section 112(e) of the Act, any pollutant for which a subject source would be major shall be considered to be regulated on the date eighteen (18) months after the applicable date established pursuant to Section 112(e) of the Act; and

(ii) Any pollutant for which the requirements of Section 112(g)(2) of the Act, have been met, but only with respect to the individual source subject to Section 112(g)(2) requirement.

(w) **"Renewal" -** means the process by which a permit is reissued at the end of its term.

(x) **"Responsible Official"** - means one of the following:

(1) For a corporation: a president, secretary, treasurer, or vice-president of the corporation in charge of a principal business function, or any other person who performs similar policy or decision making functions for the corporation, or a duly authorized representative of such person if the representative is responsible for the overall operation of one or more manufacturing, production, or operating facilities applying for or subject to a permit, and either:

(i) The facilities employ more than 250 persons or have gross annual sales or expenditures exceeding $25 million (in second quarter 1980 dollars); or

(ii) The delegation of authority to such representatives is approved in advance by the permitting authority;

(2) For a partnership or sole proprietorship: a general partner or the proprietor, respectively;

(3) For a municipality, State, Federal, or other public agency: Either a principal executive officer or ranking elected official. For the purposes of this Part, a principal executive officer of a Federal agency includes the chief executive officer having responsibility for the overall operations of a principal geographic unit of the agency; or

(4) For affected sources:

(i) The designated representative in so far as actions, standards, requirements, or prohibitions under Title IV of the Act or the regulations promulgated thereunder are concerned; and

(ii) The designated representative for any other purposes under Part 70.

(y) **"State"** - means any non-Federal Director, including any local agency, interstate association or statewide program. When such meaning is clear from the context "state" shall have its conventional meaning.

(z) **"Subject to Regulation"** – means, for any air pollutant, that the pollutant is subject to either a provision in the Clean Air Act, or a nationally-applicable regulation, that requires actual control of the quantity of emissions of that pollutant, and that such a control requirement has taken effect and is operative to control, limit or restrict the quantity of emissions of that pollutant released from the regulated activity. Except that:

(1) Greenhouse gases (GHGs), the air pollutant defined in Section 86.1818-12(a) of 40 CFR Part 86 as the aggregate group of six greenhouse gases: carbon dioxide, nitrous oxide, methane, hydrofluorocarbons, perfluorocarbons, and sulfur hexafluoride, shall not be subject to regulation unless, as of July 1, 2011, the GHG emissions are at a stationary source emitting or having the potential to emit 100,000 tpy CO_2 equivalent emissions.

(2) The term "tpy CO_2 equivalent emissions (CO_2e)" shall represent an amount of GHGs emitted, and shall be computed by multiplying the mass amount of emissions (tpy), for each of the six greenhouse gases in the pollutant GHGs, by the gas's associated global warming potential published at Table A-1 to subpart A of 40 CFR Part 98 – Global Warming Potentials, and summing the resultant value for each to compute a tpy CO_2e.

SECTION 13-2: Applicability

(a) This regulation establishes permitting requirements for the following sources:

(1) Any major source;

(2) Any source, including an area source, subject to a standard, limitation, or other requirement under Section 111 of the Act;

(3) Any source, including an area source, subject to a standard or other requirement under Section 112 of the Act, except that a source is not required to obtain a permit solely because it is subject to regulations or requirements under Section 112(r) of the Act;

(4) Any source in a source category designated by the Administrator; and

(5) Any affected source under Title IV of the Act.

(b) Source category exemptions:

(1) All sources listed in Paragraph (a) of this Section that are not major sources, affected sources, or solid waste incineration units required to obtain a permit pursuant to Section 129(e) of the Act, are exempt until such time as the Administrator completes a rulemaking to determine how the program should be structured for non-major sources;

(2) In the case of non-major sources subject to a standard or other requirement under either Section 111 or Section 112 of the Act after July 21, 1992 publication, the Administrator will determine whether to exempt any or all such applicable sources from the requirement to obtain a permit at the time that the new standard is promulgated;

(3) ~~Any source listed in Paragraph (a) of this Section exempt from the requirement to obtain a permit under this Section may opt to apply for a permit under this Regulation; and~~ Reserved.

(4) The following source categories are exempt from the obligation to obtain a permit:

(i) All sources and source categories that would be required to obtain a permit solely because they are subject to Part 60, Subpart AAA - Standards of Performance for New Residential Wood Heaters; and

(ii) All sources and source categories that would be required to obtain a permit solely because they are subject to Part 61, Subpart M- National Emission Standard for Hazardous Air Pollutants for Asbestos, Section 61.145; Standard for Demolition and Renovation;

(5) Fugitive emissions shall be included in the permit application and permit in the same manner as stack emissions, regardless of whether the source category in question is included in the list of sources contained in the definition of major source.

SECTION 13-3: Permit Application

After the effective date of this Regulation the owner or operator of any source covered by this Regulation shall submit a timely and complete permit application in accordance with this Section.

(a) Timely application.

(1) A timely application for a source applying for a permit for the first time is one that is submitted within twelve (12) months after the source becomes subject to the permit program or on or before such earlier date as established by the Director.

(2) Sources required to meet the requirements under Section 112(g) of the Act or to have a permit under Section 10.56.020, “Construction Permits” of Chapter 10.56, “Air Pollution Control” shall file a complete application to obtain an operating permit or operating permit revision prior to commencing construction.

(3) Sources that become subject to this Regulation after the effective date shall submit permit applications no later than twelve (12) months after the source applicability date.

(4) For purposes of permit renewal, a timely application is one that is submitted at least six (6) months prior to the date of permit expiration, or such other longer time as established by the Director. In no event shall the time be greater than eighteen (18) months.

(b) Complete application.

(1) To be deemed complete, an application must provide all the information required pursuant to Paragraph (e) of this Section, except that applications for permit revision need supply such information only if it is related to the proposed change. The information must be certified by a responsible official that it is true, accurate, and complete to the best of his knowledge.

(2) The Director must make a determination within sixty (60) days of receipt of application that an application is complete. Upon failure of the Director to make this determination the said application shall be deemed complete, except as provided in Section 13-5, Paragraph (a)(4). If while processing an application that has been deemed to be complete, it is determined that additional information is necessary to evaluate or take final action, the Director may request such information in writing and set a reasonable deadline for a response. The source’s ability to operate without a permit as set forth in Section 13-5, Paragraph (b) shall be in effect from the date the application is determined to be complete until the final permit is issued, provided that the applicant submits any requested additional information by the deadline.

(c) Confidential information.

(1) In the cases where a source has submitted information under a claim of confidentiality, the Director may require the source to submit a copy of such information directly to the Administrator.

(d) Application deficiencies.

(1) Any applicant who fails to submit any relevant facts or who has submitted incorrect information in a permit application shall, upon becoming aware of such failure or incorrect submittal, promptly submit such supplementary facts or corrected information no later than sixty (60) days after such discovery.

(2) In addition, an applicant shall provide additional information as necessary to address any requirements that become applicable to the source after the date it filed a complete application but prior to release of a draft permit.

(3) If while processing an application that has been deemed to be complete, the Director determines that additional information is necessary to evaluate or take final action on that application, he may request such information in writing and set a reasonable deadline for a response.

(e) Application forms and required information.

The owner or operator of any source covered by this Regulation must submit the following information in duplicate on forms furnished by the Metropolitan Health Department:

(1) Identifying information, including company name and address (or plant name and address if different from the company name), owner's name and agent, and telephone number and names of plant site manager/contact;

(2) A description of the source's processes and products (by Standard Industrial Classification Code) including any associated with alternate scenarios identified by the source;

(3) The following emission information:

(i) All emissions of pollutants for which the source is major, and all emissions of regulated air pollutants. A permit application shall describe all emissions of regulated air pollutants emitted from any emissions unit except where such units are exempt under Section 10.56.050, "Exemption" of Chapter 10.56 of the Metropolitan Code of Laws. The Director shall require additional information related to the emissions of air pollutants sufficient to verify which requirements are applicable to the source, and other information necessary to collect any permit fees owed under the fee schedule approved pursuant to Section 10.56.080, "Permit Fees" of Chapter 10.56 of the Metropolitan Code of Laws;

(ii) Identification and description of all points of emissions described in Paragraph (3)(i) of this Section in sufficient detail to establish the basis for fees and applicability of requirements of the Act;

(iii) Emission rates in tpy and in such terms as are necessary to establish compliance consistent with the applicable standard reference test method;

(iv) The following information to the extent it is needed to determine or regulate emissions: fuels; fuel use; raw materials; production rates; and operating schedules;

(v) Identification and description of air pollution control equipment and compliance monitoring devices or activities;

(vi) Limitations on source operation affecting emissions or any work practice standards, where applicable, for all regulated pollutants at the source;

(vii) Other information required by any applicable requirement (including information related to stack height limitations developed pursuant to Section 123 of the Act);

(viii) Calculations on which the information in Paragraphs (3)(i) through (vii) of this Section are based; and

(ix) A list of all insignificant activities exempted because of size or emission rate.

(4) The following air pollution control requirements:

(i) Citation and description of all applicable requirements; and

(ii) Description of or reference to any applicable test method for determining compliance with each applicable requirement;

(5) Other specific information that may be necessary to implement and enforce other applicable requirements of the Act or of this part or to determine the applicability of such requirements;

(6) An explanation of any proposed exemptions from otherwise applicable requirements;

(7) Any additional information as determined to be necessary by the Director to define alternative operating scenarios identified by the source pursuant to Section 13-4, Paragraph (a)(7) of this Regulation or to define permit terms and conditions implementing Section 13-4, Paragraph (a)(8) and Section 13-5, Paragraph (e)(1)(i)(4) of this Regulation;

(8) A statement certifying that a risk management plan, if applicable, or a schedule to submit such plan has been submitted in accordance with Section 112(r)(7) of the Act;

(9) A compliance plan for all sources that contain the following:

(i) A description of the compliance status of the source with respect to all applicable requirements;

(ii) A description as follows:

(A) For applicable requirements with which the source is in compliance, a statement that the source will continue to comply with such requirements;

(B) For applicable requirements that will become effective during the permit term, a statement that the source will meet such requirements on a timely basis; and

(C) For requirements for which the source is not in compliance at the time of permit issuance, a narrative description of how the source will achieve compliance with such requirements;

(iii) A compliance schedule as follows:

(A) For applicable requirements with which the source is in compliance, a statement that the source will continue to comply with such requirements;

(B) For applicable requirements that will become effective during the permit term, a statement that the source will meet such requirements on a timely basis. A statement that the source will meet in a timely manner applicable requirements that become effective during the permit term shall satisfy this provision, unless a more detailed schedule is expressly required by the applicable requirement; and

(C) A schedule of compliance for sources that are not in compliance with all applicable requirements at the time of permit issuance. Such a schedule shall include a schedule of remedial measures, including an enforceable sequence of actions with milestones, leading to compliance with any applicable requirements for which the source will be in non-compliance at the time of permit issuance. This compliance schedule shall resemble and be at least as stringent as that contained in any judicial consent decree or administrative order to which the source is subject. Any such schedule of compliance shall be supplemental to, and shall not sanction non-compliance with, the applicable requirements on which it is based;

(iv) A schedule for submission of certified progress reports no less frequently than every six (6) months for sources required to have a schedule of compliance to remedy a violation; and

(v) The compliance plan content requirements specified in this Section shall apply and be included in the acid rain portion of a compliance plan for an affected source, except as specifically superseded by regulations promulgated under Title IV of the Act with regard to the schedule and method(s) the source will use to achieve compliance with the acid rain emissions limitations;

(10) Requirements for compliance certification, including the following:

(i) A certification of compliance with all applicable requirements by a responsible official consistent with Paragraph (f) of this Section;

(ii) A statement of methods used for determining compliance, including a description of monitoring, recordkeeping, and reporting requirements and test methods;

(iii) A schedule for submission of compliance certifications during the permit term, to be submitted no less frequently than annually, or more frequently if specified by the underlying applicable requirement or by the Director; and

(iv) A statement indicating the source's compliance status with any applicable enhanced monitoring and compliance certification requirements of the Act.

(f) Any application form, report, or compliance certification submitted pursuant to these regulations shall contain certification by a responsible official of truth, accuracy, and completeness. This certification and any other certification required under this Part shall state that, based on information and belief formed after reasonable inquiry, the statements and information in the document are true, accurate, and complete.

SECTION 13-4: Permit Content

(a) Each permit issued under this Regulation shall include the following:

(1) Emission limitations and standards, including those operational requirements and limitations that assure compliance with all applicable requirements at the time of permit issuance:

(i) The permit shall specify and reference the origin of and authority for each term or condition, and identify any difference in form as compared to the applicable requirement upon which the term or condition is based;

(ii) If an applicable implementation plan allows a determination of an alternative emission limit at a source, equivalent to that contained in the plan, to be made in the permit issuance, renewal, or significant modification process, any permit containing such equivalency determination shall contain provisions to ensure that any resulting emissions limit has been demonstrated to be quantifiable, accountable, enforceable, and based on replicable procedures; and

(iii) The permit shall state that, where an applicable requirement of the Act is more stringent than an applicable requirement of regulations promulgated under Title IV of the Act, both provisions shall be incorporated into the permit and shall be enforceable by the Administrator;

(2) Permit duration.

(i) The Director shall issue permits for a term not to exceed five (5) years;

(3) Monitoring and related recordkeeping and reporting requirements:

(i) Each permit shall contain the following requirements with respect to monitoring:

(A) All emissions, monitoring, and analysis procedures or test methods required under the applicable requirements including any procedures and methods promulgated pursuant to Sections 114(a)(3) and 504(b) of the Act;

(B) Where the applicable requirement does not require periodic testing or instrumental or noninstrumental monitoring (which may consist of recordkeeping designed to serve as monitoring), periodic monitoring sufficient to yield reliable data from the relevant time period that are representative of the source's compliance with the permit, as reported pursuant to Paragraph (a)(3)(iii) of this Section. Such monitoring requirements shall assure use of terms, test methods, units, averaging periods, and other statistical conventions consistent with the applicable requirement. Recordkeeping provisions may be sufficient to meet the requirements of this Paragraph; and

(C) As necessary, requirements concerning the use, maintenance, and where appropriate, installation of monitoring equipment or methods;

(ii) With respect to recordkeeping, the permit shall incorporate all applicable recordkeeping requirements and require, where applicable, the following:

(A) Records of required monitoring information that include the following:

(1) The date, place as defined in the permit, and time of sampling or measurements;

(2) The date(s) analyses were performed;

(3) The company or entity that performed the analyses;

(4) The analytical techniques or methods used;

(5) The results of such analyses; and

(6) The operating conditions as existing at the time of sampling or measurement;

(B) Retention of records of all required monitoring data and support information for a period of at least five (5) years from the date of the monitoring sample, measurement, report, or application. Support information includes all calibration and maintenance records and all original strip-chart recordings for continuous monitoring instrumentation, and copies of all reports required by the permit;

(iii) With respect to reporting, the permit shall incorporate all applicable reporting requirements and require the following:

(A) Submittal of reports of any required monitoring at least every six (6) months. All instances of deviations from permit requirements must be clearly identified in such reports. All required reports must be certified by a responsible official consistent with Section 13-3 (f); and

(B) Prompt reporting of deviations from permit requirements, including those attributable to upset conditions as defined in the permit, the probable cause of such deviations, and any corrective actions or preventive measures taken. For the purpose of this Section, prompt is defined as requiring reporting within one to ten days from the date on which the deviation occurs unless prompt is otherwise defined in the permit in relation to the degree and type of deviation likely to occur and the applicable requirements;

(4) A severability clause to ensure the continued validity of the various permit requirements in the event of a challenge to any portions of the permit;

(5) Provisions stating the following:

(i) The permittee must comply with all conditions of the permit. Any permit noncompliance constitutes a violation of the Act and is grounds for enforcement action; for permit termination, revocation and reissuance, or modification; or for denial of a permit renewal application;

(ii) It shall not be a defense for a permittee in an enforcement action that it would have been necessary to halt or reduce the permitted activity in order to maintain compliance with the conditions of this permit;

(iii) The permit may be modified, revoked, reopened, and reissued, or terminated for cause. The filing of a request by the permittee for a permit modification, revocation and reissuance, or termination, or of a notification of planned changes or anticipated noncompliance does not stay any permit condition;

(iv) The permit does not convey any property rights of any sort, or any exclusive privilege; and

(v) The permittee shall furnish to the Director, within a reasonable time, any information that he may request in writing to determine whether cause exists for modifying, revoking and reissuing, or terminating the permit or to determine compliance with the permit. Upon request, the permittee shall also furnish to the Director copies of records required to be kept by the permit or, for information claimed to be confidential, the permittee may furnish such records directly to the Administrator along with a claim of confidentiality;

(6) A provision to insure that all emission fees are paid in accordance with the provisions of Section 10.56.080, “Permit Fees” of Chapter 10.56, “Air Pollution Control” of the Metropolitan Code of Laws;

(7) Terms and conditions for reasonably anticipated operating scenarios identified by the source in its application as approved by the Director. Such terms and conditions:

(i) Shall require the source, contemporaneously with making a change from one operating scenario to another, to record in a log at the permitted facility a record of the scenario under which it is operating;

(ii) May extend the permit shield described in paragraph (f) of this Section to all terms and conditions under each such operating scenario; and

(iii) Must ensure that the terms and conditions of each such alternative scenario meet all applicable requirements and the requirements of this Regulation;

(8) Terms and conditions, if the permit applicant requests them, for the trading of emissions increases and decreases in the permitted facility, to the extent that the applicable

requirements provide for trading such increases and decreases without a case-by-case approval of each emissions trade. Such terms and conditions:

(i) Shall include all terms required under Paragraphs (a) and (c) of this Section to determine compliance;

(ii) May extend the permit shield described in Paragraph (f) of this Section to all terms and conditions that allow such increases and decreases in emission; and

(iii) Must meet all applicable requirements and requirements of this Regulation;

(9) A permit condition prohibiting emissions exceeding any allowances that the source lawfully holds under Title IV of the Act or the regulations promulgated thereunder.

(b) Federally-enforceable requirements.

(1) All terms and conditions in a permit, including provisions designed to limit a source's potential to emit, are enforceable by the Administrator and citizens under the Act.

(2) Notwithstanding Paragraph (b)(1) of this Section, the Director shall specifically designate as not being federally enforceable under the Act any terms and conditions included in the permit that are not required under the Act or under any of its applicable requirements. Terms and conditions so designated are not subject to the requirements of Sections 13-5 and 13-6 of this Regulation, other than those contained in this Paragraph (b) of this Section.

(c) Compliance requirements. All permits shall contain the following elements with respect to compliance:

(1) Consistent with (a)(3) of this Section, compliance certification, testing, monitoring, reporting, and recordkeeping requirements sufficient to assure compliance with the terms and conditions of the permit. Any document (including reports) required by a permit shall contain certification by a responsible official that meets the requirements of Section 13-3(f);

(2) Inspection and entry requirements that require that, upon presentation of credentials and other documents as may be required by law, the permittee shall allow the Director or an authorized representative to perform the following:

(i) Enter upon the permittee's premises where a source is located or emissions-related activity is conducted, or where records must be kept under the conditions of the permit;

(ii) Have access to and copy, at reasonable times, any records that must be kept under the conditions of the permit;

(iii) Inspect at reasonable times any facilities, equipment (including monitoring and air pollution control equipment), practices, or operations regulated or required under the permit; and

(iv) Sample or monitor at reasonable times substances or parameters for the purpose of assuring compliance with the permit or applicable requirements;

(3) A schedule of compliance consistent with Section 13-3 Paragraph (e)(9) of this Regulation;

(4) A requirement for submittal of progress reports consistent with an applicable schedule of compliance and Section 13-3 Paragraph (e)(9) of this Regulation to be submitted at least semiannually, or at a more frequent period if specified in the applicable requirement or by the Director. Such progress reports shall contain the following:

(i) Dates for achieving the activities, milestones, or compliance required in the schedule of compliance, and dates when such activities, milestones or compliance were achieved; and

(ii) An explanation of why any dates in the schedule of compliance were not or will not be met, and any preventive or corrective measures adopted;

(5) Requirements for compliance certification with terms and conditions contained in the permit, including emission limitations, standards, or work practices. Permits shall include each of the following:

(i) The frequency (not less than annually or such more frequent periods as specified in the applicable requirement or by the Director) of submissions of compliance certifications;

(ii) In accordance with Paragraph (a)(3) of this Section, a means for monitoring the compliance of the source with its emissions limitations, standards, and work practices;

(iii) A requirement that the compliance certification include the following:

(A) The identification of each term or condition of the permit that is the basis of the certification;

(B) The compliance status;

(C) Whether compliance was continuous or intermittent;

(D) The method(s) used for determining the compliance status of the source, currently and over the reporting period consistent with Paragraph (a)(3) of this Section; and

(E) Such other facts as the Director may require to determine the compliance status of the source;

(iv) A requirement that all compliance certifications be submitted to the Administrator as well as the Director; and

(v) Such additional requirements as may be specified pursuant to Section 114(a)(3) and 504(b) of the Act;

(6) Such additional requirements as may be specified by the Director.

(d) General permits.

(1) The Director may, after notice and opportunity for public participation provided under Section 13-5 Paragraph (h) of this Regulation, issue a general permit covering numerous similar sources. Any general permit shall comply with all requirements applicable to other permits and shall identify criteria by which sources may qualify for the general permit. To sources that qualify, the Director shall grant the conditions and terms of the general permit. Notwithstanding the shield provisions of Paragraph (f) of this Section, the source shall be subject to enforcement action for operation without a permit if the source is later determined not to qualify for the conditions and terms of the general permit. General permits shall not be authorized for affected sources under the acid rain program under Title IV of The Act.

(2) Sources that would qualify for a general permit must apply to the Director for coverage under the terms of the general permit or must apply for a permit consistent with Section 13-3 of this Regulation. The Director may, in the general permit, provide for applications which deviate from the requirements of Section 13-3 of this Regulation, provided that such applications meet the requirements of Title V of the Act, and include all information necessary to determine qualification for, and to assure compliance with, the general permit. Without repeating the public participation procedures required under Section 13-5 Paragraph (h) of this Regulation, the Director may grant a source's request for authorization to operate under a general permit, but such a grant shall not be a final permit action for purposes of judicial review.

(e) Temporary sources. The Director may issue a single permit authorizing emissions from similar operations by the same source owner or operator at multiple temporary locations. No affected source shall be permitted as a temporary source. The operation must be temporary and involve at least one change of location during the term of the permit. Permits for temporary sources shall include the following:

(1) Conditions that will assure compliance with all applicable requirements at all authorized locations;

(2) Requirements that the owner or operator shall notify the Director at least ten (10) days in advance of each change in location; and

(3) Conditions that assure compliance with all other provisions of this Section.

(f) Permit shield.

(1) Except as provided in this Regulation, the Director may expressly include in a permit a provision stating that compliance with the conditions of the permit shall be deemed compliance with any applicable requirements as of the date of permit issuance, provided that:

(i) Such applicable requirements are included and are specifically identified in the permit; or

(ii) The Director, in acting on the permit application or revision, determines in writing that other requirements specifically identified are not applicable to the source, and the permit includes the determination or a concise summary thereof;

(2) A permit that does not expressly state that a permit shield exists shall be presumed not to provide such a shield;

(3) Nothing in this Paragraph or in any permit shall alter or affect the following:

(i) The provisions of Section 303 of the Act (emergency orders), including the authority of the Administrator under that section;

(ii) The liability of an owner or operator of a source for any violation of applicable requirements prior to or at the time of permit issuance;

(iii) The applicable requirements of the acid rain program, consistent with Section 408(a) of the Act; or

(iv) The ability of EPA to obtain information from a source pursuant to Section 114 of the Act.

(g) ~~Emergency provision.~~ Reserved.

~~(1) An "emergency" means any situation arising from sudden and reasonably unforeseeable events beyond the control of the source, including acts of God, which situation requires immediate corrective action to restore normal operation, and that causes the source to exceed a technology-based emission limitation under the permit, due to unavoidable increases in emissions attributable to the emergency. An emergency shall not include noncompliance to the extent caused by improperly designed equipment, lack of preventive maintenance, careless or improper operation, or operator error.~~

~~(2) Effect of an emergency. An emergency constitutes an affirmative defense to an action brought for noncompliance with such technology-based emission limitations if the conditions of Paragraph (g)(3) of this Section are met.~~

~~(3) The affirmative defense of emergency shall be demonstrated through properly signed, contemporaneous operating logs, or other relevant evidence that:~~

~~(i) An emergency occurred and that the permittee can identify the cause(s) of the emergency;~~

~~(ii) The permitted facility was at the time being properly operated;~~

~~(iii) During the period of the emergency the permittee took all reasonable steps to minimize levels of emissions that exceeded the emission standards, or other requirements in the permit; and~~

~~(iv) The permittee submitted notice of the emergency to the Director within two (2) working days of the time when emission limitations were exceeded due to the emergency. This notice fulfills the requirement of Paragraph (a)(3)(iii)(B) of this Section. This notice must contain a description of the emergency, any steps taken to mitigate emissions, and corrective actions taken.~~

~~(4) In any enforcement proceeding, the permittee seeking to establish the occurrence of an emergency has the burden of proof.~~

~~(5) This provision is in addition to any emergency or upset provision contained in any applicable requirement.~~

SECTION 13-5: Permit Issuance, Renewal, Reopening, and Revisions

(a) Action on application.

(1) A permit, permit modification, or renewal may be issued only if all of the following conditions have been met:

(i) The Director has received a complete application for a permit, permit modification, or permit renewal, except that a complete application need not be received before issuance of a general permit under Section 13-4 Paragraph (d) of this Regulation;

(ii) Except for modifications qualifying for minor permit modification procedures under Paragraphs (e)(2) and (3) of this Section, the Director has complied with the requirements for public participation under Paragraph (h) of this Section;

(iii) The Director has complied with the requirements for notifying and responding to affected States under Section 13-6 of this Regulation;

(iv) The conditions of the permit provide for compliance with all applicable requirements and the requirements of this Section; and

(v) The Administrator has received a copy of the proposed permit and any notices required under Section 13-6 of this Regulation, and has not objected to issuance of the permit within the time period specified therein.

(2) For those sources required to file initial applications within one (1) year of the effective date of this Regulation, the Director must take final action on at least one-third of those applications annually over a period not to exceed three (3) years after such effective date.

(3) Except as noted in Paragraph (a)(2) of this Section, the Director shall take final action on each permit application (including a request for permit modification or renewal) within eighteen (18) months after receiving a complete application.

(4) The Director shall promptly provide notice to the applicant of whether the application is complete. Unless the Director requests additional information or otherwise notifies the applicant of incompleteness within sixty (60) days of receipt of an application, the application shall be deemed complete. For modifications processed through minor permit modification procedures, such as those in Paragraphs (e)(1) and (2) of this Section, the Director need not require a completeness determination.

(5) The Director shall provide a statement that sets forth the legal and factual basis for the draft permit conditions (including references to the applicable statutory or regulatory provisions). The Director shall send this statement to EPA and to any other person who requests it.

(6) The submittal of a complete application shall not affect the requirement that any source have a construction permit in accordance with Section 10.56.020, "Construction Permits" of Chapter 10.56, "Air Pollution Control" of the Metropolitan Code of Laws.

(7) The Director shall take final action on any complete permit application containing an early reduction demonstration under Section 112(i)(5) of the Act within nine (9) months of receipt of the complete application.

(b) Requirement for a permit. No source subject to this Regulation may operate after the time that it is required to submit a complete application under Section 13-3, except in compliance with a permit issued under this Regulation. If a source submits a timely and complete application for permit issuance (including for renewal), the source's failure to have a permit is not a violation of this Regulation until the Director takes final action on the permit application, except as noted in this Section. This protection shall cease to apply if, subsequent to the completeness determination made pursuant to Paragraph (a)(3) of this Section, and as required by Section 13-3 Paragraph (b) of this Regulation, the applicant fails to submit by the deadline specified in writing by the Director any additional information identified as being needed to process the application.

(c) Permit renewal and expiration.

(1) Permits being renewed are subject to the same procedural requirements as Paragraph (a) of this Section.

(2) If a timely and complete application for a permit renewal is submitted consistent with Section 13-3(a)(4) and the Director has not issued or denied the renewed permit before the end of the term of the previous permit, all terms and conditions of the permit including any permit shield granted pursuant to Section 13-4(f) shall remain in effect until the renewed permit has been issued or denied.

(3) Permit expiration terminates the source's right to operate unless a timely and complete renewal application has been submitted consistent with Paragraph (b) of this Section and Section 13-3 Paragraph (a)(3) of this Regulation.

(d) Administrative permit amendments.

(1) An administrative permit amendment is a permit revision that:

(i) Corrects typographical errors;

(ii) Identifies a change in the name, address, or phone number of any person identified in the permit, or provides a similar minor administrative change at the source;

(iii) Requires more frequent monitoring or reporting by the permittee;

(iv) Allows for a change in ownership or operational control of a source where the Director determines that no other change in the permit is necessary, provided that a written agreement containing a specific date for transfer of permit responsibility, coverage, and liability between the current and new permittee has been submitted to the Director; and

(v) Incorporates into the source permit the requirements from preconstruction review permits provided that such program meets the procedural requirements of this Section and any requirements of Section 13-6 of this Regulation that would be applicable to the change if it were subject to review as a permit modification, and the compliance requirements contained in Section 13-4 of this Regulation.

(2) An administrative permit amendment may be made consistent with the following:

(i) The Director shall take no more than sixty (60) days from receipt of a request for an administrative permit amendment to take final action on such request, and may incorporate such changes without providing notice to the public or affected States provided that he designates any such permit revisions as having been made pursuant to this Paragraph;

(ii) The Director shall submit a copy of the revised permit to the Administrator;

(iii) The source may implement the changes addressed in the request for an administrative amendment immediately upon submittal of the request; and

(iv) The source shall be subject to enforcement action if the change is later determined not to qualify for an administrative permit amendment.

(3) The Director may, upon taking final action granting a request for an administrative permit amendment, allow coverage by the permit shield in Section 13-4 Paragraph (f) for administrative permit amendments made pursuant to Paragraph (d)(1)(v) of this Section, which meet the relevant requirements of Sections 13-4, 13-5, and 13-6 for significant permit modifications.

(e) Permit modification. A permit modification is any revision to a permit that cannot be accomplished under the program's provisions for administrative permit amendments under Paragraph (d) of this Section.

(1) Minor permit modification shall not exceed the following thresholds:

(i) Criteria.

(A) Minor permit modification procedures may be used only for those permit modifications that:

(1) Do not violate any applicable requirement;

(2) Do not involve significant changes to existing monitoring, reporting, or recordkeeping requirements in the permit;

(3) Do not require or change a case-by-case determination of an emission limitation or other standard, or a source-specific determination for temporary sources of ambient impacts or a visibility or increment analysis;

(4) Do not seek to establish or change a permit term or condition for which there is no corresponding underlying applicable requirement and that the source has assumed to avoid an applicable requirement to which the source would otherwise be subject. Such terms and conditions include:

(A) A legally enforceable emissions cap assumed to avoid classification as a modification under any provision of Title I of the Act; and

(B) An alternative emissions limit approved pursuant to regulations promulgated under Section 112(i)(5) of the Act;

(5) Are not modifications under any provision of Title I of the Act; and

(6) Are not required by Paragraph (e)(3) of this Section to be processed as a significant modification;

(B) Notwithstanding Paragraphs (e)(1)(i)(A) and (e)(2)(i) of this Section, minor permit modification procedures may be used for permit modifications involving the use of economic incentives, marketable permits, emissions trading, and other similar approaches, to the extent that such minor permit modification procedures are explicitly provided for in an applicable implementation plan or in applicable requirements promulgated by EPA;

(ii) Application. An application requesting the use of minor permit modification procedures shall meet the requirements of Section 13-3 Paragraph (e) of this Regulation and shall include the following:

(A) A description of the change, the emissions resulting from the change, and any new applicable requirements that will apply if the change occurs;

(B) The source's suggested draft permit;

(C) Certification by a responsible official, consistent with Section 13-3 Paragraph (f), that the proposed modification meets the criteria for use of minor permit modification procedures and a request that such procedures be used; and

(D) Completed forms for the Director to use to notify the Administrator and affected States as required under Section 13-6;

(iii) EPA and affected State notification. Within five (5) working days of receipt of a complete permit modification application, the Director shall meet its obligation under Section 13-6 Paragraphs (a)(1) and (b)(1) to notify the Administrator and affected States of the requested permit modification. The Director shall promptly send any notice required under Section 13-6 Paragraph (b)(3) to the Administrator;

(iv) Timetable for issuance. The Director may not issue a final permit modification until after EPA's forty-five (45) day review period or until EPA has notified the Director that EPA will not object to issuance of the permit modification, whichever is first, although the Director can approve the permit modification prior to that time. Within ninety (90) days of the Director's receipt of an application under minor permit modification procedures or fifteen (15) days after the end of the Administrator's forty-five (45) day review period under Section 13-6 Paragraph (c), whichever is later, the Director shall:

(A) Issue the permit modification as proposed;

(B) Deny the permit modification application;

(C) Determine that the requested modification does not meet the minor permit modification criteria and should be reviewed under the significant modification procedures; or

(D) Revise the draft permit modification and transmit to the Administrator the new proposed permit modification as required by Section 13-6 Paragraph (a) of this Regulation;

(v) A source may make any change proposed in a minor permit modification immediately after it files such application with the Director. After the facility makes such a change, and until the Director takes any of the actions specified in Paragraphs (e)(1)(iv)(A) through (C) of this Section, the source must comply with both the applicable requirements governing the change and the proposed permit terms and conditions. During this time period, the facility need not comply with the existing permit terms and conditions it seeks to modify. However, if the facility fails to comply with its proposed permit terms and conditions during this time period, the existing permit terms and conditions it seeks to modify may be enforced against it; and

(vi) The source may trade emissions increases and decreases in the permitted facility solely for the purpose of complying with a federally enforceable emission cap. In order to exercise such an option, the permit applicant must ask the Director to issue such a permit. The permit must contain all terms required under Section 13-4, Paragraphs (a) and (c) to determine compliance, allowing for the trading of such emission increases and decreases with the emission cap specified in the permit, independent of otherwise applicable requirements.

The permit applicant shall include in its application, proposed replicable procedures and permit terms that ensure the emission trades are quantifiable and enforceable. The Director shall not be required to include in the emission trading provisions any emission units for which emissions are not quantifiable or for which there are not replicable procedures to enforce the emission trades.

The permit shall require compliance with all applicable requirements.

Under this Paragraph, the written notification shall state when the change will occur and shall describe the change in emissions that will result and how these increases and decreases in emissions will comply with the terms and conditions of the permit;

(vii) The permit shield provision of Section 13-4 Paragraph (f) of this Regulation is not applicable to minor permit modifications or to changes made under Paragraph (v) of this Section;

(2) Group processing of minor permit modifications. Consistent with this Paragraph, the Director may modify the procedure outlined in Paragraph (e)(1) of this Section to process groups of a source's applications for certain modifications eligible for minor permit modification processing;

(i) Group processing of modifications may be used only for those permit modifications:

(A) That meet the criteria for minor permit modification procedures under Paragraph (e)(1)(i)(A) of this Section; and

(B) That collectively are below the threshold level. The threshold shall be ten (10) percent of the emissions allowed by the permit for the emission unit for which the change is requested, twenty (20) percent of the applicable definition of a major source, or five (5) tons per year, whichever is least.

(ii) Application. An application requesting the use of group processing procedures shall meet the requirements of Section 13-3(e) of this Regulation and shall include the following:

(A) A description of the change, the emissions resulting from the change, and any new applicable requirements that will apply if the change occurs;

(B) Completed application forms for the Director to use to notify the Administrator and the affected States as required under Section 13-6;

(C) The source's suggested draft permit;

(D) Certification by a responsible official, consistent with Section 13-3(f) of this Regulation, that the proposed modification meets the criteria for use of group processing procedures and a request that such procedures be used;

(E) A list of the source's other pending applications awaiting group processing, and a determination of whether the requested modification, aggregated with these other applications, equals or exceeds the threshold set under Paragraph (e)(2)(i)(B) of this Section; and

(F) Certification, consistent with Section 13-3(f) of this Regulation, that the source has notified EPA of the proposed modification. Such notification need only contain a brief description of the requested modification.

(iii) EPA and affected State notification. Within five (5) working days of receipt of an application demonstrating that the aggregate of a source's pending applications equals or exceeds the threshold limit under Paragraph (e)(2)(i)(B) of this Section, the Director shall notify the Administrator and affected States of the requested permit modifications. The Director shall send any notice required under Section 13-6 Paragraph (b)(3) to the Administrator;

(iv) Timetable for issuance. The provisions of Paragraph (e)(1)(iv) of this Section shall apply to modifications eligible for group processing, except that the Director shall take one of the actions specified in Paragraphs (e)(1)(iv)(A) through (D) of this Section within one hundred and eighty (180) days of receipt of the application or fifteen (15) days after the end of the forty-five (45) day EPA review period, whichever is later;

(v) Ability to make changes. The provisions of Paragraph (e)(1)(v) of this Section shall apply to modifications eligible for group processing;

(vi) The permit shield under Section 13-4 Paragraph (f) of this Regulation is not applicable to group processing;

(3) Significant permit modification is any of the following changes:

(i) That is a Title I modification;

(ii) That does not qualify as minor permit modification or as an administrative amendment;

(iii) That is a removal of existing monitoring terms or conditions, or a substitution in those terms or conditions promulgated pursuant to Federal New Source Performance Standards (NSPS) or National Emissions Standards for Hazardous Air Pollutants (NESHAP); and

(iv) A change in existing monitoring permit terms or conditions and every relaxation of reporting, recordkeeping, permit terms or conditions.

Nothing herein shall be construed to preclude the permittee from making changes consistent with this Regulation that would render existing permit compliance terms and conditions irrelevant.

Significant permit modifications shall meet all requirements of this Regulation, including those for application, public participation, review by affected States, and review by EPA, as they apply to permit issuance and permit renewal. The review for the majority of significant permit modifications shall be completed within nine (9) months after receipt of a complete application.

(4) Changes allowed at sources without requiring a permit revision are:

(i) Sources are permitted to make changes without applying for a permit revision provided that the changes do not constitute a modification as defined by this Regulation or Title I of the Act and the changes do not exceed the allowable emission limits outlined in the permit and the owner or operator has obtained all construction permits required by Section 10.56.020, “Construction Permits” of the Metropolitan Code of Laws. For such changes, the facility must provide the Director and the Administrator with a written notification within thirty (30) days in advance of the proposed change containing a brief description of the proposed change within the permitted facility, the date on which the change will occur, any resulting change in emissions or pollutants emission, and any permit term or condition that will no longer be applicable or any new applicable requirement that would apply as a result of the change.

(ii) The change shall not qualify for the permit shield under Section 13-4(f).

(iii) The permittee shall keep a record describing changes made at the source that result in emissions of a regulated pollutant subject to an applicable requirement but not otherwise regulated under the permit and the emissions resulting for those changes.

(f) Reopening for cause.

(1) Each permit shall include provisions specifying the conditions under which the permit will be reopened prior to the expiration of the permit. A permit shall be reopened and revised under any of the following circumstances:

(i) Additional applicable requirements under the Act become applicable to a major source with a remaining permit term of three (3) or more years. Such a reopening shall be completed not later than eighteen (18) months after promulgation of the applicable requirements. No such reopening is required if the effective date of the requirement is later than the date on which the permit is due to expire unless the original permit has been extended pursuant to Section 13-5(C)(2);

(ii) The Director or the Administrator determines that the permit contains a material mistake or that inaccurate statements were made in establishing the emission standards or other terms or conditions of the permit; and

(iii) The Director or the Administrator determines that the permit must be revised or revoked to assure compliance with the applicable requirements;

(iv) Additional requirements (including excess emissions requirements) become applicable to an affected source under the acid rain program. Upon approval by the Administrator, excess emissions offset plans shall be deemed to be incorporated into the permit.

(2) Proceedings to reopen and issue a permit shall follow the same procedures as apply to initial permit issuance and shall affect only those parts of the permit for which cause to reopen exists. Such reopening shall be made as expeditiously as practicable; and

(3) Reopenings under Paragraph (f)(1) of this Section shall not be initiated before a notice of such intent is provided to the source by the director at least thirty (30) days in advance of the date that the permit is to be reopened, except that the Director may provide a shorter time period in the case of an emergency.

(g) Reopening for cause by EPA.

(1) If the Administrator finds that cause exists to terminate, modify, or revoke and reissue a permit pursuant to Paragraph (f) of this Section, the Administrator will notify the Director and the permittee of such finding in writing.

(2) The Director shall within ninety (90) days after receipt of such notification, forward to EPA a proposed determination of termination, modification, or revocation and reissuance, as appropriate.

(3) The Director shall have ninety (90) days from receipt of an EPA objective to resolve any objection that EPA makes and to terminate, modify, or revoke and reissue the permit in accordance with the Administrator's objection.

(4) If the Director fails to submit a proposed determination pursuant to Paragraph (g)(2) of this Section or fails to resolve any objection pursuant to Paragraph (g)(3) of this Section, the Administrator will terminate, modify, or revoke and reissue the permit after taking the following actions:

(i) Providing at least thirty (30) days' notice to the permittee in writing of the reasons for any such action. This notice may be given during the procedures in Paragraphs (g)(1) through (g)(3) of this Section; and

(ii) Providing the permittee an opportunity for comment on the Administrator's proposed action and an opportunity for a hearing.

(h) Public participation. Except for modifications qualifying for minor permit modification procedures, all permit proceedings, including initial permit issuance, significant modifications, and renewals, shall provide adequate procedures for public notice including offering an opportunity for public comment and a hearing on the draft permit. These procedures shall include the following:

(1) A public notice shall be given at least thirty (30) days prior to the scheduled date of the hearing by public advertisement in a newspaper or newspapers of general circulation within the Metropolitan Government area, to persons on a mailing list developed by the permitting authority, including those who request to be on the list. All hearings shall be conducted in accordance with Section 10.56.110, "Rules and Regulations - Hearings Procedure" of Chapter 10.56, "Air Pollution Control" of the Metropolitan Code of Laws;

(2) The notice shall identify the affected facility; the name and address of the permittee; the activity or activities involved in the permit action; the emissions change involved in any permit modification; the name, address, and telephone number of a person from whom

interested persons may obtain additional information, including copies of the permit draft, the application, all relevant supporting materials, including those set forth in Section 13-3 of this Regulation, and all other materials available to the Director that are relevant to the permit decision; a brief description of the comment procedures required by this Regulation; and the time and place of any hearing that may be held, including a statement of procedures to request a hearing (unless a hearing has already been scheduled); and

(3) The Director shall provide such notice and opportunity for participation by affected States as provided for by Section 13-6 of this Regulation.

(4) The Director shall keep a record of the comments and the issues raised during the public participation process so that the Administrator may fulfill his obligation under Section 505 (b)(2) of the Act to determine whether a citizen petition may be granted. All such records shall be made available to the public.

SECTION 13-6: Permit Review by EPA and Affected States

(a) Transmission of information to the Administrator.

(1) The Director shall provide to the Administrator a copy of each permit application (including any application for permit modification), each proposed permit, and each final permit. Upon agreement with the Administrator, the Director may submit to the Administrator a permit application summary form and any relevant portion of the permit application and compliance plan, in place of the complete permit application and compliance plan.

(2) The Director shall keep for five (5) years such records and submit to the Administrator such information as the Administrator may reasonably require to ascertain compliance with the requirements of the Act or this Regulation.

(b) Review by affected State.

(1) The Director shall give notice of each draft permit to any affected State on or before the time that the Director provides notice to the public under Section 13-5 Paragraph (h) of this Regulation.

(2) No final permit for which draft permit has been transmitted to an affected State will be issued until the affected State will be issued until the affected State has had an opportunity to review the proposed permit. The affected State shall have thirty (30) days from date of receipt of draft permit to submit written recommendations.

(3) The Director, as part of the submittal of the proposed permit to the Administrator, shall notify the Administrator and any affected State in writing of any refusal by the Director to accept all recommendations for the proposed permit that the affected State submitted during the public or affected State review period. The notice shall include the Director's reasons for not accepting any such recommendation. The Director is not required to accept recommendations that are not based on applicable requirements or the requirements of this Regulation.

(c) EPA objection.

(1) No permit for which an application must be transmitted to the Administrator under Paragraph (a) of this Section shall be issued if the Administrator objects to its issuance in writing within forty-five (45) days of receipt of the proposed permit and all necessary supporting information.

(2) Any EPA objection under Paragraph (c)(1) of this Section shall include a statement of the Administrator's reasons for objection and a description of the terms and conditions that the permit must include to respond to the objections. The Administrator will provide the permit applicant a copy of the objection.

(3) Failure of the Director to do any of the following also shall constitute grounds for an objection:

(i) Comply with Paragraphs (a) or (b) of this Section;

(ii) Submit any information necessary to review adequately the proposed permit; or

(iii) Process the permit under the procedures approved to meet with Section 13-5 Paragraph (h) of this Regulation except for minor permit modifications.

(d) Public petitions to the Administrator. If the Administrator does not object in writing under Paragraph (c) of this Section, any person may petition the Administrator within sixty (60) days after the expiration of the Administrator's forty-five (45) day review period to make such objection. Any such petition shall be based only on objections to the permit that were raised with reasonable specificity during the public comment period provided for in Section 13-5 Paragraph (h) of this Regulation, unless the petitioner demonstrates that it was impracticable to raise such objections within such period, or unless the grounds for such objection arose after such period. If the Administrator objects to the permit as a result of a petition filed under this Paragraph, the Director shall not issue the permit until EPA's objection has been resolved, except that a petition for review does not stay the effectiveness of a permit or its requirements if the permit was issued after the end of the forty-five (45) day review period and prior to an EPA objection. If the Director has issued a permit prior to receipt of an EPA objection under this Paragraph, the Administrator will modify, terminate, or revoke such permit, and shall do so consistent with the procedures in Section 13-5 Paragraphs (g)(3) and (g)(4) of this Regulation except in unusual circumstances, and the Director may thereafter issue only a revised permit that satisfies EPA's objection. In any case, the source will not be in violation of the requirement to have submitted a timely and complete application.

SECTION 13-7: Permit and Annual Emission Fees

The owner or operator of any source covered by this Regulation shall pay an annual emission fee in accordance with the provisions of Chapter 10.56, "Air Pollution Control," Section 10.56.080, "Permit Fees," Paragraph E, of the Metropolitan Code of Laws.

Fees collected from sources covered by this Regulation shall be sufficient to cover all reasonable (direct and indirect) costs of the permit program. These costs include, but are not limited to, the cost of the following activities as they relate to the operating permit program:

(a) Preparing generally applicable regulations or guidance regarding the permit program or its implementation or enforcement;

(b) Reviewing and acting on any application for a permit, permit revision, or permit renewal, including the development of an applicable requirement as part of the processing of a permit, or permit revision or renewal;

(c) General administrative costs of running the permit program, including the supporting and tracking of permit applications, compliance certification, and related data entry;

(d) Implementing and enforcing the terms of any permit including adequate resources to determine which sources are subject to the program;

(e) Emissions and ambient monitoring;

(f) Modeling, analyses, or demonstrations; and

(g) Preparing inventories and tracking emissions.

SECTION 13-8: Severability

The provisions of any Part, Section, Subsection, Paragraph, phrase or clause of this Regulation that shall be adjudged invalid or unconstitutional by any court of competent jurisdiction, the judgment shall not affect, compare, or invalidate the remainder of this Regulation, but should be confined in its operation to the Part, Section, Subsection, Paragraph, phrase or clause of this Regulation that shall not be directly involved in the controversy in which such judgment shall have been redeemed.

SECTION 13-9: Effective Date

The requirements in this Regulation are not effective until thirty (30) days after the date of approval of this Regulation by the Administrator.

Sources become subject to this Regulation either on the effective date of this Regulation or upon issuance of a construction permit in accordance with the provisions of Section 10.56.020, "Construction Permits" of Chapter 10.56, "Air Pollution Control" of the Metropolitan Code of Law, whichever is later.

A public notice shall be published in a newspaper of general circulation within the Metropolitan Government area giving the effective date of the approved program. Failure of the Health Department to publish this notice shall not affect the effective date of this Regulation.

SUMMARY OF APPLICATIONS FOR BOARD APPROVAL

To: Board of Health
From: Jim Diamond
Date: July 10, 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: July 10, 2025
Re: Summary of grants & contracts presented for Board approval

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1. **Air Pollution 103 grant**

   This grant from the U.S. Environmental Protection Agency action provides partial funding to support Nashville Tennessee's ongoing program based on Section 103 of the Clean Air Act for the prevention and control of air pollution and covers all aspects of PM2.5 monitoring including salaries, travel, training and laboratory support.

   Program Manager statement: This grant comes from the Environmental Protection Agency. This is the beginning of a new grant cycle. It is a partial award for the current fiscal year (April 1 – March 31). This award consists of $65,000 out of $136,614.

   This action approves an award in the amount of $65,000 to the Metropolitan Government of Nashville-Davidson County to assist with the necessary development, establishment, and maintenance of adequate monitoring programs for the prevention and control of air pollution or implementation of national primary and secondary air quality standards. Activities to be performed include collecting quality assured PM2.5 concentrations and submitting the results to the Environmental Protection Agency's national air quality database. Expected outcomes include increasing knowledge regarding the character and extent of PM2.5 in the ambient air and the eventual development and execution of the State's implementation plan. Intended beneficiaries are residents of Nashville-Davidson County, Tennessee.

   Term: April 1, 2025 – March 31, 2027
   Amount: $65,000
   Program Manager: John Finke
   Bureau: John Finke

2. **Air Pollution 105 grant**
   This Environmental Protection Agency action provides partial funding to support Nashville Tennessee's ongoing program to protect air quality so that it achieves established ambient air standards and protects human health. The program includes ambient air monitoring and various other activities to reduce or control air pollutants such as ozone, particulate matter, regional haze, sulfur dioxide, carbon monoxide, and mercury.

   Program Manager statement: This action provides funding in the amount of $100,000.00 to support the Metropolitan Government of Nashville and Davidson County, Tennessee. Specifically, the recipient will implement air pollution control programs throughout Davidson County, including continuing development and implementation of stationary source regulations; improvement of emission inventories for modeling simulations; and to operate a monitoring network that collects air data. The activities include implementing activities within the scope of the Section105 program including: 1) To implement national priorities as defined in EPA national guidance and consistent with EPA's Strategic Plan; 2) actions mandated by statute or regulation; 3) Program activities delegated to the recipient (state, local or tribe) for which EPA provides section 105 grant funding.

Term:	October 1, 2024 – September 30, 2026
Amount:	$100,000
Program Manager:	John Finke
Bureau:	John Finke

3. **TB Control & Prevention grant**
   This grant from the Tennessee Department of Health provides funding to deliver tuberculosis control, outreach, and prevention services through the provision of direct patient care, contact investigation, management and tracking of patient and contact treatment, compliance, and outcomes.

   Program Manager statement: Similar to what is seen nationwide, there are an increased number of people being referred to the TB Elimination clinic for evaluation for latent TB Infection or disease. Over the past 2 years, the number of evaluations have increased from approximately 150 in 2023 to just over 360 for 2024. Also, the 16 new cases this year plus some of the 34 cases from last year are more complexed due to comorbidities such as diabetes mellitus, substance use disorder, HIV infection, and social drivers of health such as unstable housing and transportation challenges. We have an awesome team including a social worker; the team works hard at providing treatment, case management, referral to mental health and support services.

Term:	July 1, 2025 – June 30, 2026
Amount:	$1,540,900
Program Manager:	Sabrina Cook
Bureau:	Joanna Shaw-KaiKai

4. **University of Memphis School of Public Health affiliate**
   This contract provides students enrolled in the UofM School of Public Health with the opportunity to have clinical/practicum training experience in MPHD clinics and various other programs.

Term:	NA
Amount:	NA
Program Manager:	Aaron Shelton
Bureau:	Director's Office

5. **Safety Net Consortium contract**
   This agreement provides leaders of area hospitals, community partners, faith-based leaders, safety net clinics, academia, dental care, mental health care, and substance abuse care safety-net providers, and the Metro Nashville Public Health Department an opportunity to collaborate in a regular monthly basis to best serve the residents of Nashville.

Term:	July 1, 2025 – June 30, 2030
Amount:	NA
Program Manager:	Fonda Harris
Bureau:	Fonda Harris

U.S. ENVIRONMENTAL PROTECTION AGENCY Cooperative Agreement	GRANT NUMBER (FAIN): 05D39625 MODIFICATION NUMBER: 0 PROGRAM CODE: PM	DATE OF AWARD 06/12/2025	
	TYPE OF ACTION New	MAILING DATE 06/17/2025	
	PAYMENT METHOD: ASAP	ACH# 40074	

RECIPIENT TYPE: County	**Send Payment Request to:** Contact EPA RTPFC at: rtpfc-grants@epa.gov
RECIPIENT:	**PAYEE:**
NASHVILLE & DAVIDSON COUNTY, METROPOLITAN GOVERNMENT OF 2500 Charlotte Avenue NASHVILLE, TN 37209-4129 **EIN:** 62-0694743	NASHVILLE & DAVIDSON COUNTY, METROPOLITAN GOVERNMENT OF 2500 Charlotte Avenue Nashville, TN 37209-4129

PROJECT MANAGER	EPA PROJECT OFFICER	EPA GRANT SPECIALIST
John Finke 2500 Charlotte Avenue Nashville, TN 37209-4129 **Email:** john.finke@nashville.gov **Phone:** 615-340-5653	Erin Frew 61 Forsyth Street, SW Atlanta, GA 30303-8960 **Email:** frew.erin@epa.gov **Phone:** 404-562-9370	Leah Vasser Grants Management Section 61 Forsyth Street, SW Atlanta, GA 30303-8960 **Email:** vasser.leah@epa.gov **Phone:** 404-562-9742

PROJECT TITLE AND DESCRIPTION

Particulate Matter (PM 2.5) Ambient Monitoring Network

This action approves an award in the amount of $65,000 to the Metropolitan Government of Nashville-Davidson County to assist with the necessary development, establishment, and maintenance of adequate monitoring programs for the prevention and control of air pollution or implementation of national primary and secondary air quality standards. Activities to be performed include collecting quality assured PM2.5 concentrations and submitting the results to the Environmental Protection Agency's national air quality database. Expected outcomes include increasing knowledge regarding the character and extent of PM2.5 in the ambient air and the eventual development and execution of the State’s implementation plan. Intended beneficiaries are residents of Nashville-Davidson County, Tennessee. No subawards are included in this assistance agreement.

BUDGET PERIOD	PROJECT PERIOD	TOTAL BUDGET PERIOD COST	TOTAL PROJECT PERIOD COST
04/01/2025 - 03/31/2027	04/01/2025 - 03/31/2027	$ 273,228.00	$ 273,228.00

NOTICE OF AWARD

Based on your Application dated 02/14/2025 including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA) hereby awards $ 65,000.00. EPA agrees to cost-share 100.00% of all approved budget period costs incurred, up to and not exceeding total federal funding of $ 65,000.00. Recipient's signature is not required on this agreement. The recipient demonstrates its commitment to carry out this award by either: 1) drawing down funds within 21 days after the EPA award or amendment mailing date; or 2) not filing a notice of disagreement with the award terms and conditions within 21 days after the EPA award or amendment mailing date. If the recipient disagrees with the terms and conditions specified in this award, the authorized representative of the recipient must furnish a notice of disagreement to the EPA Award Official within 21 days after the EPA award or amendment mailing date. In case of disagreement, and until the disagreement is resolved, the recipient should not draw down on the funds provided by this award/amendment, and any costs incurred by the recipient are at its own risk. This agreement is subject to applicable EPA regulatory and statutory provisions, all terms and conditions of this agreement and any attachments.

ISSUING OFFICE (GRANTS MANAGEMENT OFFICE)	AWARD APPROVAL OFFICE
ORGANIZATION / ADDRESS	**ORGANIZATION / ADDRESS**
U.S. EPA, Region 4 61 Forsyth Street Atlanta, GA 30303-8960	U.S. EPA, Region 4, Air and Radiation Division R4 - Region 4 61 Forsyth Street, SW Atlanta, GA 30303-8960

THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY

Digital signature applied by EPA Award Official Shantel Shelmon - Grants Management Officer	**DATE** 06/12/2025

EPA Funding Information

FUNDS	FORMER AWARD	THIS ACTION	AMENDED TOTAL
EPA Amount This Action	$ 0	$ 65,000	$ 65,000
EPA In-Kind Amount	$ 0	$ 0	$ 0
Unexpended Prior Year Balance	$ 0	$ 0	$ 0
Other Federal Funds	$ 0	$ 0	$ 0
Recipient Contribution	$ 0	$ 0	$ 0
State Contribution	$ 0	$ 0	$ 0
Local Contribution	$ 0	$ 0	$ 0
Other Contribution	$ 0	$ 0	$ 0
Allowable Project Cost	$ 0	$ 65,000	$ 65,000

Assistance Program	Statutory Authority	Regulatory Authority
66.034 - Surveys-Studies-Investigations-Demonstrations and Special Purpose Activities relating to the Clean Air Act	Clean Air Act: Sec. 103	2 CFR 200, 2 CFR 1500 and 40 CFR 33

Fiscal

Site Name	Req No	FY	Approp. Code	Budget Organization	PRC	Object Class	Site/Project	Cost Organization	Obligation / Deobligation
-	2504VW5052	25	E1	04V8	000A04XPM	4183	-	-	$ 65,000
									$ 65,000

Budget Summary Page

Table A - Object Class Category (Non-Construction)	Total Approved Allowable Budget Period Cost
1. Personnel	$ 135,420
2. Fringe Benefits	$ 52,814
3. Travel	$ 0
4. Equipment	$ 15,973
5. Supplies	$ 0
6. Contractual	$ 14,000
7. Construction	$ 0
8. Other	$ 0
9. Total Direct Charges	$ 218,207
10. Indirect Costs: 29.23 % Base Personnel+Fringe	$ 55,021
11. Total (Share: Recipient 0.00 % Federal 100.00 %)	$ 273,228
12. Total Approved Assistance Amount	$ 273,228
13. Program Income	$ 0
14. Total EPA Amount Awarded This Action	$ 65,000
15. Total EPA Amount Awarded To Date	$ 65,000

Administrative Conditions

General Terms and Conditions

The recipient agrees to comply with the current Environmental Protection Agency (EPA) general terms and conditions available at: https://www.epa.gov/system/files/documents/2024-10/fy_2025_epa_general_terms_and_conditions_effective_october_1_2024_or_later.pdf

These terms and conditions are in addition to the assurances and certifications made as a part of the award and the terms, conditions, or restrictions cited throughout the award.

The EPA repository for the general terms and conditions by year can be found at: https://www.epa.gov/grants/grant-terms-and-conditions#general.

A. Correspondence Condition

The terms and conditions of this agreement require the submittal of reports, specific requests for approval, or notifications to EPA. Unless otherwise noted, all such correspondence should be sent to the following email addresses:

- Federal Financial Reports (SF-425): rtpfc-grants@epa.gov
- All other forms/certifications/assurances, Indirect Cost Rate Agreements, Requests for Extensions of the Budget and Project Period, Amendment Requests, Requests for other Prior Approvals, updates to recipient information (including email addresses, changes in contact information or changes in authorized representatives) and other notifications:
  - Leah Vasser, Grants Management Specialist, vasser.leah@epa.gov, (404)562-9742
  - Erin Frew, Project Officer, frew.erin@epa.gov, (404)562-9370
- Payment requests (if applicable):
  - Erin Frew, Project Officer, frew.erin@epa.gov, (404)562-9370
- Quality Assurance documents, workplan revisions, equipment lists, programmatic reports and deliverables:
  - Erin Frew, Project Officer, frew.erin@epa.gov, (404)562-9370

B. Contingent Funding

EPA is funding this agreement incrementally. There is no guarantee of funding beyond the first year. The Total Approved Assistance Amount identified on Line 12 of the budget table of this award is contingent upon the availability of appropriated funds, EPA funding priorities, and satisfactory progress in carrying out the activities described in the scope of work. If EPA informs the recipient that the amount on Line 12 will be reduced, the recipient agrees to provide an updated workplan and budget information, as needed, to amend the agreement.

Programmatic Conditions

A. Performance Reporting and Final Performance Report

Performance Reporting:

In accordance with 2 CFR 200.329, the recipient must relate financial data and project or program accomplishments to the performance goals and objectives of the EPA award and must provide cost information to demonstrate cost-effective practices (for example, through unit cost data) when reporting program performance. The recipient agrees to submit performance reports that include information on each of the following areas: 1) A comparison of accomplishments to the outputs/outcomes established in the assistance agreement work plan for the reporting period (for example, comparing costs to units of accomplishment); 2) explanations on why established outputs/outcomes were not met; and 3) Additional information, analysis, and explanation of cost overruns or higher-than-expected-unit costs.

Additionally, the recipient agrees to notify the EPA when a significant development occurs that could impact the award. Significant developments include events that enable meeting milestones and objectives sooner or at less cost than anticipated or that produce different beneficial results than originally planned. Significant developments also include problems, delays, or adverse conditions which will impact the ability to meet the milestones or objectives of the award, including outputs/outcomes specified in the assistance agreement work plan. If the significant developments negatively impact the award, the recipient must include information on their plan for corrective action and any assistance needed to resolve the situation.

Performance Reports - Frequency

The recipient agrees to submit **annual** performance reports electronically to the EPA Project

Officer.

Annual reports are due within 90 days after the annual reporting period ends on December 31st. The progress report is due March 31.

The recipient must submit the final performance report no later than 120 calendar days after the period of performance.

B. Air Quality Index Forecasting:

As resources permit, the grantee agrees to participate in Air Quality Index forecasting for those areas with continuous PM2.5 monitoring and report all continuous PM2.5 data to AQS and to the PM2.5 mapping program.

C. EPA Involvement in Cooperative Agreement (Substantial Involvement):

EPA's role in the Agreement will include the review and approval of the grantee's PM 2.5 annual monitoring network plan.

D. Problems, Delays or Adverse Conditions:

In accordance with 2 CFR §200.328(d)(1), the recipient agrees to inform EPA as soon as problems, delays or adverse conditions become known which materially impair the ability to meet the outputs/outcomes in the assistance agreement workplan.

E. Quality Assurance:

Authority: Quality Assurance applies to all assistance agreements involving environmental information as defined in 2 C.F.R. § 1500.12 Quality Assurance.

The recipient shall ensure that subawards involving environmental information issued under this agreement include appropriate quality requirements for the work. The recipient shall ensure sub-award recipients develop and implement a Quality Assurance (QA) planning documentin accordance with this term and condition; and/or ensure sub-award recipients implement all applicable approved QA planning documents.

1.Quality Management Plan (QMP)

a. Prior to beginning environmental information operations, the recipient must:

i. Submit a previously EPA-approved and current QMP,

ii. The EPA Quality Assurance Manager or designee (hereafter referred to as QAM) will notify the recipient and EPA Project Officer (PO) in writing if the QMP is acceptable for this agreement.

b. The recipient must submit the QMP within 90 days after grant award, and/or no more than 120 days after grant award.

c. The recipient must review their approved QMP at least annually.These documented reviews shall be made available to the sponsoring EPA organization if requested. When necessary, the recipient shall revise its QMP to incorporate minor changes and notify the EPAPO and QAM of the changes. If significant changes have been made to the Quality Program that affect the performance of environmental information operations, it may be necessary to re-submit the entire QMP for re-approval. In general, a copy of any QMP revision(s) made during the year should be submitted to the EPA PO and QAM in writing when such changes occur. Conditions requiring the revision and resubmittal of an approved QMP can be found in section 6 of EPA's Quality Management Plan (QMP) Standard.

2. Quality Assurance Project Plan (QAPP)

a. Prior to beginning environmental information operations, the recipient must:

i. Submit a previously EPA-approved QAPP proposed to ensure the collected, produced, evaluated, or used environmental information is of known and documented quality for the intended use(s).

ii. The EPA Quality Assurance Manager or designee (hereafter referred to as QAM) will notify the recipient and EPA Project Officer (PO) in writing if the previously EPA-approved QAPP is acceptable for this agreement.

b. The recipient must submit the QAPP 90 days after grant award, and/or no more than120days after grant award.
c. The recipient shall notify the PO and QAM when substantive changes are needed to the QAPP. EPA may require the QAPP be updated and re-submitted for approval.

d. The recipient must review their approved QAPP at least annually. The results of the QAPP review and any revisions must be submitted to the PO and the QAM at least annually and may also be submitted when changes occur.

For Reference:

• Quality Management Plan (QMP) Standard and EPA's Quality Assurance Project Plan (QAPP) Standard; contain quality specifications for EPA and non-EPA organizations and definitions applicable to these terms and conditions.

• EPA QA/G-5: *Guidance for Quality Assurance Project Plans*.

•(QAM and/or PO may insert QA references that inform or assist the recipient here).

•EPA's Quality Program website has a list of QA managers, and Non-EPA Organizations Quality Specifications.

• The Office of Grants and Debarment Implementation of Quality Assurance Requirements for Organizations Receiving EPA Financial Assistance.

F. Competency of Organizations Generating Environmental Measurement Data:

Data In accordance with Agency Policy Directive Number FEM-2012-02, Policy to Assure the Competency of Organizations Generating Environmental Measurement Data under Agency-Funded Assistance Agreements, Recipient agrees, by entering into this agreement, that it has demonstrated competency prior to award, or alternatively, where a pre-award demonstration of competency is not practicable, Recipient agrees to demonstrate competency prior to carrying out any activities under the award involving the generation or use of environmental data.

Recipient shall maintain competency for the duration of the project period of this agreement and this will be documented during the annual reporting process. A copy of the Policy is available online at https: //www.epa.gov/measurements-modeling/documents-about-measurement-competency-under-assistance-agreements or a copy may also be requested by contacting the EPA Project Officer for this award.

G. Geospatial Data Standards:

All geospatial data created must be consistent with Federal Geographic Data Committee (FGDC) endorsed standards. Information on these standards may be found at www.fgdc.gov.

H. Cybersecurity Grant Condition for Other Recipients, Including Consortia:

(a) The recipient agrees that when collecting and managing environmental data under this assistance agreement, it will protect the data by following all applicable State or Tribal law cybersecurity requirements.

(b) (1) EPA must ensure that any connections between the recipient's network or information system and EPA networks used by the recipient to transfer data under this agreement, are secure. For purposes of this Section, a connection is defined as a dedicated persistent interface between an Agency IT system and an external IT system for the purpose of transferring information. Transitory, user-controlled connections such as website browsing are excluded from this definition. If the recipient's connections as defined above do not go through the Environmental Information Exchange Network or EPA's Central Data Exchange, the recipient agrees to contact the EPA Project Officer (PO) no later than 90 days after the date of this award and work with the designated Regional/Headquarters Information Security Officer to ensure that the connections meet EPA security requirements, including entering into Interconnection Service Agreements as appropriate. This condition does not apply to manual entry of data by the recipient into systems operated and used by EPA's regulatory programs for the submission of reporting and/or compliance data.

(2) The recipient agrees that any subawards it makes under this agreement will require the subrecipient to comply with the requirements in (b)(1) if the subrecipient's network or information system is connected to EPA networks to transfer data to the Agency using systems other than the Environmental Information Exchange Network or EPA's Central Data Exchange. The recipient will be in compliance with this condition: by including this requirement in subaward agreements; and during subrecipient monitoring deemed necessary by the recipient or subrecipient under 2 CFR 200.332(e), by inquiring whether the subrecipient has contacted the EPA Project Officer. Nothing in this condition requires the recipient to contact the EPA Project Officer on behalf of a subrecipient or to be involved in the negotiation of an Interconnection Service Agreement between the subrecipient and EPA.

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

	U.S. ENVIRONMENTAL PROTECTION AGENCY **Cooperative Agreement**	**GRANT NUMBER (FAIN):** 00408125 **MODIFICATION NUMBER:** 0 **PROGRAM CODE:** A	**DATE OF AWARD**
		TYPE OF ACTION New	**MAILING DATE**
		PAYMENT METHOD: ASAP	**ACH#** 40074

RECIPIENT TYPE: County	**Send Payment Request to:** Contact EPA RTPFC at: rtpfc-grants@epa.gov
RECIPIENT:	**PAYEE:**
NASHVILLE & DAVIDSON COUNTY, METROPOLITAN GOVERNMENT OF P.O. BOX 196300 NASHVILLE, TN 37219-6300 **EIN:** 62-0694743	NASHVILLE & DAVIDSON COUNTY, METROPOLITAN GOVERNMENT OF 311 23rd Avenue, North Nashville, TN 37203

PROJECT MANAGER	EPA PROJECT OFFICER	EPA GRANT SPECIALIST
John Finke 2500 Charlotte Avenue Nashville, TN 37209-4129 **Email:** john.finke@nashville.gov **Phone:** 615-340-5653	Angela Stampley 61 Forsyth Street SW Atlanta, GA 30303-8960 **Email:** stampley.angela@epa.gov **Phone:** 404-562-9092	Holley Taylor Grants Management Section 61 Forsyth Street SW Atlanta, GA 30303-8960 **Email:** Taylor.Holley@epa.gov **Phone:** 404-562-8612

PROJECT TITLE AND DESCRIPTION

Air Pollution Control Program Support

See Attachment 1 for project description.

BUDGET PERIOD	PROJECT PERIOD	TOTAL BUDGET PERIOD COST	TOTAL PROJECT PERIOD COST
10/01/2024 - 09/30/2026	10/01/2024 - 09/30/2026	$ 1,608,674.00	$ 1,608,674.00

NOTICE OF AWARD

Based on your Application dated 07/31/2024 including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA) hereby awards $ 100,000.00. EPA agrees to cost-share 55.86% of all approved budget period costs incurred, up to and not exceeding total federal funding of $ 100,000.00. Recipient's signature is not required on this agreement. The recipient demonstrates its commitment to carry out this award by either: 1) drawing down funds within 21 days after the EPA award or amendment mailing date; or 2) not filing a notice of disagreement with the award terms and conditions within 21 days after the EPA award or amendment mailing date. If the recipient disagrees with the terms and conditions specified in this award, the authorized representative of the recipient must furnish a notice of disagreement to the EPA Award Official within 21 days after the EPA award or amendment mailing date. In case of disagreement, and until the disagreement is resolved, the recipient should not draw down on the funds provided by this award/amendment, and any costs incurred by the recipient are at its own risk. This agreement is subject to applicable EPA regulatory and statutory provisions, all terms and conditions of this agreement and any attachments.

ISSUING OFFICE (GRANTS MANAGEMENT OFFICE)	AWARD APPROVAL OFFICE
ORGANIZATION / ADDRESS	**ORGANIZATION / ADDRESS**
U.S. EPA, Region 4 61 Forsyth Street Atlanta, GA 30303-8960	U.S. EPA, Region 4, Air and Radiation Division R4 - Region 4 61 Forsyth Street SW Atlanta, GA 30303-8960

THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY

	DATE

EPA Funding Information

FUNDS	FORMER AWARD	THIS ACTION	AMENDED TOTAL
EPA Amount This Action	$ 0	$ 100,000	$ 100,000
EPA In-Kind Amount	$ 0	$ 0	$ 0
Unexpended Prior Year Balance	$ 0	$ 0	$ 0
Other Federal Funds	$ 0	$ 0	$ 0
Recipient Contribution	$ 0	$ 0	$ 0
State Contribution	$ 0	$ 0	$ 0
Local Contribution	$ 0	$ 710,026	$ 710,026
Other Contribution	$ 0	$ 0	$ 0
Allowable Project Cost	$ 0	$ 810,026	$ 810,026

Assistance Program	Statutory Authority	Regulatory Authority
66.001 - Air Pollution Control Program Support	Clean Air Act: Sec. 105	2 CFR 200, 2 CFR 1500, 40 CFR 33 and 40 CFR 35 Subpart A

Fiscal									
Site Name	Req No	FY	Approp. Code	Budget Organization	PRC	Object Class	Site/Project	Cost Organization	Obligation / Deobligation
-	2504VW5019	25	E1	04V8	000A04	4112	-	-	$ 100,000
									$ 100,000

Budget Summary Page

Table A - Object Class Category (Non-Construction)	Total Approved Allowable Budget Period Cost
1. Personnel	$ 1,148,288
2. Fringe Benefits	$ 344,486
3. Travel	$ 15,000
4. Equipment	$ 40,000
5. Supplies	$ 2,000
6. Contractual	$ 0
7. Construction	$ 0
8. Other	$ 7,500
9. Total Direct Charges	$ 1,557,274
10. Indirect Costs: 15.00 % Base MTDC	$ 51,400
11. Total (Share: Recipient 44.14 % Federal 55.86 %)	$ 1,608,674
12. Total Approved Assistance Amount	$ 898,648
13. Program Income	$ 0
14. Total EPA Amount Awarded This Action	$ 100,000
15. Total EPA Amount Awarded To Date	$ 100,000

Attachment 1 - Project Description

This action provides funding in the amount of $100,000.00 to support the Metropolitan Government of Nashville and Davidson County, Tennessee. Specifically, the recipient will implement air pollution control programs throughout the Duval County, including continuing development and implementation of stationary source regulations; continuing promulgation and update of enhanced mobile source regulations; improvement of emission inventories for modeling simulations; and to operate a monitoring network that collects air data.The activities include implementing activities within the scope of the Section 105 program including: 1) To implement national priorities as defined in EPA national guidance and consistent with EPA's Strategic Plan; 2) actions mandated by statute or regulation; 3) Program activities delegated to the recipient (state, local or tribe) for which EPA provides section 105 grant funding. A continuing program typically includes, but is not limited to, such activities as: analysis and planning for attainment and maintenance of national ambient air quality standards (NAAQS);control strategy development and implementation; reduction of risks from hazardous air pollutants; air quality monitoring; ambient air quality and source modeling; inventory of emissions; regulation development and implementation; non-Title V related permitting and enforcement; public outreach; staff training and development; air pollution data analysis and management; air cross-analysis and planning for attainment and maintenance of national ambient air quality standards (NAAQS); control strategy development and implementation; reduction of risks from hazardous air pollutants; air quality monitoring; ambient air quality and source modeling; inventory of emissions; regulation development and implementation; non-Title V related permitting and enforcement; public outreach; staff training and development; air pollution data analysis and management; air cross-media analysis and control; air pollution prevention activities; and other innovative approaches to pollution reduction including economic incentive and market-based (allowance and trading) programs.The anticipated deliverables include development and implementation of stationary source regulations; promulgation and update of enhancedmobile source regulations; improvement of emission inventories for modeling simulations; and operating monitoring network(s) that collects airdata to improve and maintain the public's air quality. The expected outcomes include a broadened awareness of air quality programs that areestablished to address the attainment and maintenance of (NAAQS) as well as immediate and emerging threats to public health and welfarefrom air pollution (CAA 105(a)). The intended beneficiaries include residents of the county who will have decreased exposure to criteria andhazardous air pollutants.No subawards are included in this assistance agreement.

Administrative Conditions

General Terms and Conditions

The recipient agrees to comply with the current Environmental Protection Agency (EPA) general terms and conditions available at: https://www.epa.gov/system/files/documents/2024-10/fy_2025_epa_general_terms_and_conditions_effective_october_1_2024_or_later.pdf

These terms and conditions are in addition to the assurances and certifications made as a part of the award and the terms, conditions, or restrictions cited throughout the award.

The EPA repository for the general terms and conditions by year can be found at: https://www.epa.gov/grants/grant-terms-and-conditions#general

A. Correspondence Condition

The terms and conditions of this agreement require the submittal of reports, specific requests for approval, or notifications to EPA. Unless otherwise noted, all such correspondence should be sent to the following email addresses:

• Federal Financial Reports (SF-425): rtpfc-grants@epa.gov and Holley Taylor, Taylor.Holley@epa.gov

• All other forms/certifications/assurances, Indirect Cost Rate Agreements, Requests for Extensions of the Budget and Project Period, Amendment Requests, Requests for other Prior Approvals, updates to recipient information (including email addresses, changes in contact information or changes in authorized representatives) and other notifications: Holley Taylor, Taylor.Holley@epa.gov and Angela Stampley, stampley.angela@epa.gov, 404-562-9092

• Payment requests (if applicable): Holley Taylor, Taylor.Holley@epa.gov and Angela Stampley, stampley.angela@epa.gov, 404-562-9092

• Quality Assurance documents, workplan revisions, equipment lists, programmatic reports and deliverables: Angela Stampley, stampley.angela@epa.gov, 404-562-9092

B. Contingent Funding

EPA is funding this agreement incrementally. There is no guarantee of funding beyond the first year. The **Total Approved Assistance Amount** identified on Line 12 of the budget table of this award is contingent upon the availability of appropriated funds, EPA funding priorities, and satisfactory progress in carrying out the activities described in the scope of work. If EPA informs the recipient that the amount on Line 12 will be reduced, the recipient agrees to provide an updated workplan and budget information, as needed, to amend the agreement.

Programmatic Conditions

Grant Programmatic Terms and Conditions

A. Joint Evaluation for FY 2025:

Participate with EPA in an end of year evaluation of performance to be completed by December 31, 2025. This evaluation will be based on jointly evaluating and reporting progress and accomplishments under the workplan throughout the year. In accordance with 40 CFR 35.115 and the EPA Policy on Managing Unliquidated Obligations and Ensuring Progress under EPA Assistance Agreements, the joint evaluation process will include:

1. discussions of accomplishments as measured against work plan commitments;
2. discussions of the cumulative effectiveness of the work performed under all work plan components;
3. discussions of existing and potential problem areas;
4. suggestions for improvement, including, where feasible, schedules for making improvements; and
5. discussions of how effectively grant funds were managed and utilized, considering any accumulation of unliquidated obligations.

B. PERFORMANCE REPORTING AND FINAL PERFORMANCE REPORT

Performance Reports – Content

In accordance with 2 CFR 200.329, the recipient agrees to submit an annual Section 105 Grant Summary Report electronically to the EPA Administrative Project Officer within 120 days after the reporting period ends on September 30 each year. The report should include the following information: 1) a statement that all workplan commitments and outputs/outcomes under the EPA strategic plan goal(s) and objective(s) have been met; 2) or if commitments are not met, then explain the reasons why the established outputs/outcomes were not achieved; and 3) any additional pertinent information including, when appropriate, analysis and explanation of unliquidated obligations (e.g., unspent EPA funds), cost overruns or high-unit costs. Additionally, the report must prominently display the three Essential Elements for state and local agency workplans under the CAA Section 105 categorical grant program: 1) Strategic Plan Goal; 2) Strategic Plan Objective; and 3) Workplan Commitments plus time frame. (See Grants Policy Issuance 11-03 State Grant Workplans and Progress Reports for more information). EPA is not requiring a final report for CAA Section 105 grant program in accordance with 2 CFR 300.328(e). u+00A0 Additionally, the recipient agrees to inform EPA as soon as problems, delays, or adverse conditions which will materially impair the ability to meet the outputs/outcomes specified in the grant workplan are known.

C. Cybersecurity Condition

Cybersecurity Grant Condition for Other Recipients, Including Intertribal Consortia

(a) The recipient agrees that when collecting and managing environmental data under this assistance agreement, it will protect the data by following all applicable State or Tribal law cybersecurity requirements.

(b) (1) EPA must ensure that any connections between the recipient's network or information system and EPA networks used by the recipient to transfer data under this agreement, are secure. For purposes of this Section, a connection is defined as a dedicated persistent interface between an Agency IT system and an external IT system for the purpose of transferring information. Transitory, user-controlled connections such as website browsing are excluded from this definition.

If the recipient's connections as defined above do not go through the Environmental Information Exchange Network or EPA's Central Data Exchange, the recipient agrees to contact the EPA Project Officer (PO) no later than 90 days after the date of this award and work with the designated Regional/Headquarters Information Security Officer to ensure that the connections meet EPA security requirements, including entering into Interconnection Service Agreements as appropriate. This condition does not apply to manual entry of data by the recipient into systems operated and used by EPA's regulatory programs for the submission of reporting and/or compliance data.

(2) The recipient agrees that any subawards it makes under this agreement will require the subrecipient to comply with the requirements in (b)(1) if the subrecipient's network or information system is connected to EPA networks to transfer data to the Agency using systems other than the Environmental Information Exchange Network or EPA's Central Data Exchange. The recipient will be in compliance with this condition: by including this requirement in subaward agreements; and during subrecipient monitoring deemed necessary by the recipient under 2 CFR 200.332(d), by inquiring whether the subrecipient has contacted the EPA Project Officer. Nothing in this condition requires the recipient to contact the EPA Project Officer on behalf of a subrecipient or to be involved in the negotiation of an Interconnection Service Agreement between the subrecipient and EPA.

D. Competency Policy

Competency of Organizations Generating Environmental Measurement Data

In accordance with Agency Policy Directive Number FEM-2012-02, Policy to Assure the Competency of Organizations Generating Environmental Measurement Data under Agency-Funded Assistance Agreements,

Recipient agrees, by entering into this agreement, that it has demonstrated competency prior to award, or alternatively, where a pre-award demonstration of competency is not practicable, Recipient agrees to demonstrate competency prior to carrying out any activities under the award involving the generation or use of environmental data. Recipient shall maintain competency for the duration of the project period of this agreement and this will be documented during the annual reporting process. A copy of the Policy is available online at https://www.epa.gov/sites/production/files/2015-03/documents/competency-policy-aaia-new.pdf or a copy may also be requested by contacting the EPA Project Officer for this award.

E. Geospatial Data Standards

All geospatial data created must be consistent with Federal Geographic Data Committee (FGDC) endorsed standards. Information on these standards may be found at https://www.fgdc.gov/.

F. QUALITY ASSURANCE

Authority: Quality Assurance applies to all assistance agreements involving environmental information as defined in 2 C.F.R. § 1500.12 Quality Assurance.

The recipient shall ensure that subawards involving environmental information issued under this agreement include appropriate quality requirements for the work. The recipient shall ensure sub-award recipients develop and implement the Quality Assurance (QA) planning documents in accordance with this term and condition; and/or ensure sub-award recipients implement all applicable approved QA planning documents.

1.Quality Management Plan (QMP)

a. Prior to beginning environmental information operations, the recipient must:

i. Submit a previously EPA-approved and current QMP,

ii. The EPA Quality Assurance Manager or designee (hereafter referred to as QAM) will notify the recipient and EPA Project Officer (PO) in writing if the QMP is acceptable for this agreement.

b. The recipient must submit the QMP within 90 days after grant award, and/or no more than 180 days after grant award.

c. The recipient must review their approved QMP at least annually.These documented reviews shall be made available to the sponsoring EPA organization if requested. When necessary, the recipient shall revise its QMP to incorporate minor changes and notify the EPAPO and QAM of the changes. If significant changes have been made to the Quality Program that affect the performance of environmental information operations, it may be necessary to re-submit the entire QMP for re-approval. In general, a copy of any QMP revision(s) made during the year should be submitted to the EPA PO and QAM in writing when such changes occur. Conditions requiring the revision and resubmittal of an approved QMP can be found in section 6 of EPA's Quality Management Plan (QMP) Standard.

2. Quality Assurance Project Plan (QAPP)

a. Prior to beginning environmental information operations, the recipient must:

i. Submit a previously EPA-approved QAPP proposed to ensure the collected, produced, evaluated, or used environmental information is of known and documented quality for the intended use(s).

ii. The EPA Quality Assurance Manager or designee (hereafter referred to as QAM) will notify the recipient and EPA Project Officer (PO) in writing if the previously EPA-approved QAPP is acceptable for this agreement.

b. The recipient must submit the QAPP 90 days after grant award, and/or no more than 180 days after grant award.

c. The recipient shall notify the PO and QAM when substantive changes are needed to the QAPP. EPA may require the QAPP be updated and re-submitted for approval.

d. The recipient must review their approved QAPP at least annually. The results of the QAPP review and any revisions must be submitted to the PO and the QAM at least annually and may also be submitted when changes occur.

For Reference:

• Quality Management Plan (QMP) Standard and EPA's Quality Assurance Project Plan (QAPP) Standard; contain quality specifications for EPA and non-EPA organizations and definitions applicable to these terms and conditions.

• EPA QA/G-5: Guidance for Quality Assurance Project Plans.

•(QAM and/or PO may insert QA references that inform or assist the recipient here).

•EPA's Quality Program website has a list of QA managers, and Specifications for EPA and Non-EPA Organizations.

• The Office of Grants and Debarment Implementation of Quality Assurance Requirements for Organizations Receiving EPA Financial Assistance

G. Minimum Matching Share Requirement:

This award and the resulting federal funding share of 55.86% as shown under "Notice of Award" above is based on estimated costs requested in the recipient's application dated 9/9/24. While actual total costs may differ than those estimates, the recipient is required to provide no less than 40% of the final total allowable program/project costs (outlays). EPA's participation shall not exceed the total amount of federal funds awarded or the maximum federal share for this program of 60% of the final total allowable program/project costs.

H. Use of Logos

If the EPA logo is appearing along with logos from other participating entities on websites, outreach materials, or reports, it must **not** be prominently displayed to imply that any of the recipient or subrecipient's activities are being conducted by the EPA. Instead, the EPA logo should be accompanied with a statement indicating that the Shelby County, received financial support from the EPA under an Assistance Agreement. More information is available at: https://www.epa.gov/stylebook/using-epa-seal-and-logo#policy.

I. Substantial Involvement

EPA will be substantially involved in this agreement. Substantial involvement by the EPA Project Officer mayinclude:1) The review and approval of state implementation plans (SIPs), statewide ambient air monitoring networks and projects, quality assurance procedures, performance audits, and data quality; review and comment to states on new source permits.2) Consultation on implementation and technical issues related to Clean Air Act requirements such as the maximum achievable control technology (MACT) program, new source performance standards (NSPS) program, emissions inventories development, and risk assessment issues, as needed.

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	End Date	Agency Tracking #	Edison ID
July 1, 2025	June 30, 2026	34349-55326	

Grantee Legal Entity Name	Edison Vendor ID
Metropolitan Government of Nashville and Davidson County	4

Subrecipient or Recipient

- [x] Subrecipient
- [ ] Recipient

Assistance Listing Number: 93.116

Grantee's fiscal year end: June 30, 2025

Service Caption (one line only)

NDR FY 2026 Metro TB Control and Prevention

Funding —

FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
2026	$1,351,900.00	$189,000.00	0	0	$1,540,900.00
TOTAL:	**$1,351,900.00**	**$189,000.00**			**$1,540,900.00**

Grantee Selection Process Summary

☐ Competitive Selection	
☒ Non-competitive Selection	The grantee is a government entity that has been determined to have the necessary organization, experience, and technical resources and expertise to perform the scope of services outlined in the contract.

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.

Eric Bucholz

CPO USE - GG

Speed Chart (optional)	Account Code (optional)
HL00006847 HL00006848	71301000

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

This grant contract (“Grant Contract”), by and between the State of Tennessee, 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 Tuberculosis Control and Prevention, 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. “TB” means tuberculosis.

b. “TTBEP” means the Tennessee Tuberculosis Elimination Program.

c. “CDC” means the Centers for Disease Control & Prevention of the U. S. Department of Health and Human Services.

d. “TBI” means tuberculosis infection.

e. “TDH” means Tennessee Department of Health.

A.3. Service Goals. The service goal is to achieve sustained TB control and enhanced TB prevention in each Grantee area, aiming to eventually eliminate TB as a public health threat in Tennessee.

A.4. Service Recipients. Service recipients are all persons in Tennessee at high risk for TBI or active TB disease.

A.5. Service Description.

The Grantee shall use the grant funds to the TTBEP service goal as follows:

a. General:

(1) Conduct the regional TB program as a functional part of the statewide Tennessee Tuberculosis Elimination Program (TTBEP) of the Grantor State Agency for the delivery of TB outreach and control services in accordance with the most current publication of the TTBEP TB Manual, a copy of which has been provided to the Grantee, is maintained on file with TDH, and will be posted on the TTBEP SharePoint website; and subsequent revisions which will be communicated via e-mail to the Grantee.

(2) Collaborate with the TTBEP Central Office in meeting requirements and national objectives for TB control and prevention services as established by the Division of Tuberculosis Elimination of the CDC.

(3) Effectively operate and manage a TB clinic on the premises, unless an agreement is made between the Grantee and other public health entity or medical practice to provide clinical services in accordance with the current TTBEP TB Manual. A copy of such agreement will be made available to TTBEP Central Office upon request.

b. Specific:

(1) Identify a Health Officer who will function as the local TB Control Officer with primary responsibility for establishing and maintaining local TB outreach/control services.

(2) Identify a physician(s) licensed in the State of Tennessee with qualifications acceptable to the TTBEP Medical Director, through employment or contract arrangement, to provide and oversee direct patient care services to all persons with suspected or confirmed TB disease and persons with TBI. If physician's services are obtained through a professional service arrangement, provide to TTBEP Central Office a copy of the arrangement. New physician(s) employed or engaged by sub-contract arrangement after July 1, 2025, who provide services to TB patients, will be credentialed through an appropriate method to verify licensure, board certification(s), work history and incident(s) of medical malpractice or other legal actions involving patient care. Documentation of credentialing efforts by the Grantee shall be available to TTBEP Program Director upon request.

(3) Identify a TB program manager or supervisor to oversee the TB program. If this supervisor has both administrative and clinical duties, he/she must be allowed adequate time to perform administrative duties to satisfactorily fulfill the requirements of this Grant Contract.

(4) Maintain a staffing level to adequately carry out TB program activities. If at any time fewer than seventy-five percent (75%) of the positions funded through this contract arrangement are filled, Grantee will promptly notify the TTBEP Central Office and submit a corrective action plan which documents plans and efforts to remediate the staffing deficiency. Grantee will promptly notify TTBEP Central Office if the TB physician is unable to perform TB program responsibilities for a period longer than two (2) consecutive weeks, with explanation of how physician coverage will be maintained during the absence of the TB physician.

(5) Ensure that each TB program staff person has read appropriate role-related Modules of the current TTBEP TB Manual.

(6) Ensure that all nurses who will be performing case management activities complete the CDC Core Curriculum on Tuberculosis.

(7) If services and treatment for individual patients are not provided according to current TTBEP TB Manual, adequate explanation and justification of the management utilized will be documented in the patient's health department record.

(8) Grantee shall evaluate local TB program performance in accordance with CDC national objectives and the Standards of Public Health Practice listed in the current TTBEP TB Manual, and in a timely manner establish and implement a plan to improve program performance as indicated. A copy of such plan will be made available to TTBEP Central Office upon request.

(9) Grantee shall ensure that education and training are provided to TB program staff and to the TB clinician(s) including opportunities to attend national TB meetings, when appropriate, so that staff have adequate knowledge to carry out responsibilities and duties set forth in the TTBEP TB Manual. Documentation of TB-related Continuing Medical Education credits and Continuing Education Units awarded to an employee or clinician will be retained in the employee file.

(10) Grantee shall ensure the TB Program Manager or designee and at least one (1) additional staff person from the local/regional TB program participate in all educational activities sponsored by TTBEP Central Office. These activities include but are not limited to monthly or bi-monthly statewide conference calls, annual statewide meeting, video conferences and on-site training sessions, if applicable.

(11) Grantee shall maintain a roster of all staff performing TB services with employee name, position title, salary and percent of time performing TB services. If services are provided through a contract arrangement, the roster should include the name of the contractor(s) and business entity, type of service provided, and volume of services provided to TB patients. The roster should be updated as changes occur and not less than quarterly, and a copy should be submitted to TTBEP Central Office.

A.6. Incorporation of Additional Documents. Each of the following documents is included as a part of this Grant Contract by reference or attachment. In the event of a discrepancy or ambiguity regarding the Grantee's duties, responsibilities, and performance hereunder, these items shall govern in order of precedence below.

a. This Grant Contract document with any attachments or exhibits (excluding the items listed at subsections b. and c., below);

b. The TTBEP TB Manual;

c. The Rules of Tennessee Department of Health, Health Services Administration, Communicable and Environmental Disease Services, Chapter 1200-14-1.

d. Current Lists of Reportable Diseases in Tennessee for Healthcare Providers and for Healthcare Laboratories.

A.7. Service Reporting.

Grantee shall conduct ongoing and systematic data collection, analysis and submit reports as follows:

a. Report all suspected and confirmed cases of TB and cases of TBI in accordance with established reporting requirements and guidelines in the TTBEP TB Manual.

b. Report individuals with newly suspected or confirmed TB disease to Central Office within two (2) business days of the initial report to the health department.

c. Record and update surveillance data for suspected or confirmed TB cases and persons with TB infection in a timely manner into the state's surveillance system.

d. Facilitate TB case and suspect reporting from various community sources (e.g., physicians, laboratories, hospitals, and pharmacies) and routinely monitor the completeness of reporting and the duration of time between diagnosis and reporting.

e. Pursuant to section 212(a)(1) of the Immigration and Nationality Act and the Public Health Service Act (42 U.S.C. 246(b)), locate, evaluate, and treat all immigrants classified as A, B1 or B2 by the CDC.

A.8. Service Deliverables.

Deliverable	Contract Section	Delivery Date(s)	Due to Whom	Requested Format
Conduct the TB Program as a functional part of the Tennessee Tuberculosis Elimination Program of the Tennessee Department of Health for the delivery of TB outreach and control services in accordance with the most current publication of the TTBEP TB Manual.	A.5.a.(1)	Ongoing	TTBEP Central Office	As specified in TTBEP TB Manual
Collaborate with the TTBEP Central Office in meeting requirements and national objectives for TB control and prevention services as established by the Division of Tuberculosis Elimination of the CDC.	A.5.a.(2)	Ongoing	TTBEP Central Office	Written communicatio n
Operate and manage a TB clinic on the premises, unless an agreement is made between the Grantee and other public	A.5.a.(3)	Ongoing	TTBEP Central Office	A document signed by

health entity or medical practice to provide clinical services.				Grantee Official
Identify a Health Officer who will function as the local TB Control Officer.	A.5.b.(1)	At contract initiation	TTBEP Central Office	A document signed by Grantee Official
Identify a physician(s) to provide and oversee direct patient care services to all persons with suspected or confirmed TB disease and persons with TBI. If a physician's services are obtained through a professional service arrangement, provide to TTBEP Central Office a copy of the arrangement.	A.5.b.(2)	At contract initiation	TTBEP Central Office	A document signed by Grantee Official
Identify a TB program manager or supervisor to oversee the TB program.	A.5.b.(3)	At contract initiation	TTBEP Central Office	A document signed by Grantee Official
Maintain a staffing level of seventy-five percent (75%) or more at all times. If at any time fewer than seventy-five percent (75%) of the positions funded through this contract arrangement are filled, Grantee will promptly notify the TTBEP Central Office and submit a corrective action plan. Grantee will promptly notify TTBEP Central Office if the TB physician is unable to perform TB program responsibilities for a period longer than two (2) consecutive weeks.	A.5.b.(4)	Within five (5) business days of such occurrence	TTBEP Central Office	Written notification
Ensure that each TB program staff person has read appropriate role-related Modules of the current TTBEP TB Manual.	A.5.b.(5)	Ongoing	N/A	Written plan of activities maintained in Grantee file.
Ensure that all nurses who will be performing case management activities complete the CDC Core Curriculum on Tuberculosis as well as appropriate training provided by the Central Office staff.	A.5.b.(6)	Ongoing	N/A	Written plan of activities maintained in Grantee file.
If services and treatment for individual patients are not provided according to current TTBEP TB Manual, adequate explanation and justification of the management utilized will be documented in the patient's health department record.	A.5.b.(7)	Ongoing	TTBEP Central Office	Documentation in health records
Evaluate local TB program performance, establish and implement a plan to improve program performance as indicated.	A.5.b.(8)	Ongoing	TTBEP Central Office	Written plan maintained in Grantee file
Ensure that education and training are provided to TB program staff and to the TB clinician(s) including opportunities to attend national TB meetings, documentation of TB-related Continuing Medical Education credits and Continuing Education Units awarded to an employee	A.5.b.(9)	Ongoing	N/A	Written plan of activities maintained in Grantee file.

or clinician will be retained in the employee file.				
Ensure the TB Program Manager or designee and at least one (1) additional staff person from the local/regional TB program participate in all TTBEP statewide monthly conference calls, and in education and training programs conducted by the TTBEP Central Office, including statewide meetings, video conferences and on-site training sessions, if applicable. If it is not possible for a representative from a local/regional TB program to participate, the TB Program Manager will notify the Central Office at least twenty-four (24) hours beforehand.	A.5.b.(10)	Within 5 business days of event	N/A	Record of participation
Maintain a current roster of all staff performing TB services.	A.5.b.(11)	Ongoing	N/A	Grantee files
Report individuals with newly suspected or confirmed TB disease to Central Office within two (2) business days of the initial report to the health department.	A.7.b.	Ongoing	TTBEP Central Office	Written notification
Record and update surveillance data for suspected or confirmed TB cases and persons with TB infection in a timely manner into the state's surveillance system.	A.7.c.	Ongoing	State Surveillance System	System Data Entry

A.9. Incorporation of Federal Award Identification Worksheet. The federal award identification worksheet, which appears as Attachment 1, is incorporated in this Grant Contract.

A.10. Required Disclosures for Federal Awardee Performance and Integrity Information System (FAPIIS). Consistent with 45 CFR 75.113, applicants and recipients must disclose in a timely manner, in writing to the CDC, with a copy to the HHS Office of Inspector General (OIG), all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Subrecipients must disclose, in a timely manner in writing to the prime recipient (pass through entity) and the HHS OIG, all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Disclosures must be sent in writing to the CDC and to the HHS OIG at the following addresses:

CDC, Office of Grants Services
Mr. Anthony Fultz, Grants Management Specialist
Centers for Disease Control and Prevention
Infectious Disease Services Branch
District Chamblee, Bldg. 2900 TCU-3
Atlanta, GA 30341
Email: qjj7@cdc.gov (Include "Mandatory Grant Disclosures" in subject line)

AND

U.S. Department of Health and Human Services
Office of the Inspector General
ATTN: Mandatory Grant Disclosures, Intake Coordinator 330 Independence Avenue, SW
Cohen Building, Room 5527
Washington, DC 20201
Fax: (202)-205-0604 (Include "Mandatory Grant Disclosures" in subject line) or Email: MandatoryGranteeDisclosures@oig.hhs.gov

Recipients must include this mandatory disclosure requirement in all subawards and contracts under this award.

Failure to make required disclosures can result in any of the remedies described in 45 CFR 75.371. Remedies for noncompliance, including suspension or debarment (See 2 CFR parts 180 and 376, and 31 U.S.C. 3321).

CDC is required to report any termination of a federal award prior to the end of the period of performance due to material failure to comply with the terms and conditions of this award in the OMB-designated integrity and performance system accessible through SAM (formerly FAPIIS). (45 CFR 75.372(b)) CDC must also notify the recipient if the federal award is terminated for failure to comply with the federal statutes, regulations, or terms and conditions of the federal award. (45 CFR 75.373(b))

B. TERM OF CONTRACT:

This Grant Contract shall be effective on July 1, 2025 ("Effective Date") and extend for a period of twelve (12) months after the Effective Date ("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 one million, five hundred and forty thousand, nine hundred dollars ($1,540,900.00) ("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 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, using Attachment 3, with all necessary supporting documentation, and present such to:

Yigzaw Belay
Tennessee Department of Health
TB Elimination Program
710 James Robertson Parkway
Nashville, TN 37243

a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).

(1) Invoice/Reference Number (assigned by the Grantee).
(2) Invoice Date.
(3) Invoice Period (to which the reimbursement request is applicable).
(4) Grant Contract Number (assigned by the State).
(5) Grantor: Tennessee Department of Health, CEDEP Division, Tuberculosis Elimination Program.
(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 vary from a Grant Budget line-item amount by up to twenty percent (20%) of the line-item amount, provided that any increase is off-set by an equal reduction of other line-item amount(s) such that the net result of variances shall not increase the total Grant Contract amount detailed by the Grant Budget. Any increase in the Grant Budget, grand total amounts shall require an amendment of this Grant Contract.

C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within ninety (90) days of the Grant Contract end date, 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:

Tennessee Department of Health
TB Elimination Program
Andrew Johnson Tower
710 James Robertson Parkway
Email Address: yigzaw.belay@tn.gov
Telephone: (615) 253-2308
Fax: (615) 253-1370

The Grantee:

Metropolitan Government of Nashville and Davidson County
Sanmi Areola, PhD, Director
Metro Public Health, 2500 Charlotte Avenue
Nashville TN 37209
Email Address: sanmi.areola@nashville.gov

Telephone: 615-340-5622
FAX: 615-340-8973

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

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

E.5. 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. Clean Air Act and Federal Water Pollution Control Act. As a condition for receipt of funds, the Grantee agrees to comply with the Clean Air Act, 42 U.S.C. § 7401 *et seq*. and the Federal Water Pollution Control Act, 33 U.S.C § 1251 *et seq.*, as those sections are amended from time to time during the term. Violations must be reported to the Centers for Disease Control and Prevention and the Region 4 Office of the Environmental Protection Agency.

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: 93.116 Project Grants and Cooperative Agreements for Tuberculosis Control Programs.

E.8. Health Care Data. Grantee shall provide data reports about health care services provided under this Grant using the Department of Health's Patient Tracking and Billing Management Information System (or its successor). Data regarding health care services provided by the Grantee shall be coded and entered into the Patient Tracking and Billing Management Information System (PTBMIS), using the PTBMIS Codes Manual. The PTBMIS Codes manual is available electronically at http://hsaintranet.health.tn.gov/ and e-mail notices shall be sent to the Grantee regarding new revisions and/or updates, which can be accessed through the above-referenced website.

On a schedule defined by the State, the Grantee shall submit Central Office Database Report (CODB) files, as defined in PTBMIS, electronically to the State. The Grantee shall also submit other health care data reports, as requested by the State, and in a format acceptable to the State.

E.9. 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 Contractor'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 Contract.

Grantee will maintain and cause its Subcontractors to maintain a complete audit trail of all transactions and activities in connection with this Contract, 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 Grantee 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 Grantee to process State data and/or provide services under this Contract. The audit may include the Contractor's and Subcontractor's compliance with the State's Enterprise Information Security Policy 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 Contractor. 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.10. **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. The State shall control all access to encryption keys. The Grantee shall provide installation and maintenance support at no cost to the State.

(3) The Grantee and any Subcontractors used by the Grantee to host State data, including data center vendors, shall be subject to an annual engagement by a licensed CPA firm in accordance with the standards of the American Institute of Certified Public Accountants ("AICPA") for a System and Organization Controls for service organizations ("SOC") 2 Type 2 examination. The scope of the SOC 2 Type 2 examination engagement must include the Security, Availability, Confidentiality, and Processing Integrity Trust Services Criteria. In addition, the Grantee services that are part of this Contract, including any processing or storage services, must be included in the scope of the SOC 2 Type 2 examination engagement(s).

(4) The Grantee must annually review its SOC 2 Type 2 examination reports. Within 30 days of receipt of the examination report, or upon request from the State or the Comptroller of the

Treasury, the Grantee must provide the State or the Comptroller of the Treasury a non-redacted copy of the Contractor's SOC 2 Type 2 examination report(s). The Grantee must review the annual SOC 2 Type 2 examination reports for each of its Subcontractors and must also assist the State or Comptroller of the Treasury with obtaining a non-redacted copy of any SOC examination reports for each of its Subcontractors, including data centers used by the Grantee to host or process State data.

If the Contractor's SOC 2 Type 2 examination report includes a modified opinion, meaning that the opinion is qualified, adverse, or disclaimed, the Grantee must share the SOC report and the Contractor's plan to address the modified opinion with the State or the Comptroller of the Treasury within 30 days of the Contractor's receipt of the SOC report or upon request from the State or the Comptroller of the Treasury. If any Subcontractor(s) SOC 2 Type 2 examination report includes a modified opinion, the Grantee must assist the State or Comptroller of the Treasury with obtaining the Subcontractor(s) SOC report and the Subcontractor(s) plan to address the modified opinion.

The Grantee must have a process for correcting control deficiencies that were identified in the SOC 2 Type 2 examination, including follow-up documentation providing evidence of such corrections. Within 30 days of receipt of the examination report, or upon request from the State or the Comptroller of the Treasury, the Grantee must provide the State or the Comptroller of the Treasury with a corrective action plan and evidence of correcting the control deficiencies. The Grantee must require each of its Subcontractors, including data centers used by the Grantee to host State data, to have a process for correcting control deficiencies identified in their SOC examination reports and must assist the State or Comptroller of the Treasury with obtaining a corrective action plan and obtaining evidence of correcting control deficiencies identified in Subcontractor(s) SOC reports.
No additional funding shall be allocated for these examinations as they are included in the Maximum Liability of this Contract.

(5) 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 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 Grantee shall allow the State, at its option, to perform Penetration Tests and Vulnerability Assessments on 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.

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 Contractor.

(6) 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.

(7) 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

(8) 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

(9) Centers for Medicare and Medicaid Services ("CMS") Data. Grantee shall meet requirements of current version of Minimum Acceptable Risk Standards for Exchanges ("MARS-E") controls.

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 State's Enterprise Information Security Policies as amended periodically. The State's Enterprise Information Security Policies document is found at the following URL: https://www.tn.gov/finance/strategic-technology-solutions/strategic-technology-solutions/sts-security-policies.html.

(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 Hours]

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 that its Disaster Recovery Capabilities meet the RPO and RTO requirements.

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 Date
Commissioner

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)	NU52PS910295
Federal award date	12/19/2024
Subaward Period of Performance Start and End Date	7/1/2025 – 6/30/2026
Subaward Budget Period Start and End Date	1/01/2025 - 12/31/2025
Assistance Listing number (formerly known as the CFDA number) and Assistance Listing program title.	93.116, Project Grants and Coopreative Agreements for Tuberculosis Control Programs.
Grant contract's begin date	7/01/2025
Grant contract's end date	6/30/2026
Amount of federal funds obligated by this grant contract	$189,000.00
Total amount of federal funds obligated to the subrecipient	
Total amount of the federal award to the pass-through entity (Grantor State Agency)	$754,647.00
Federal award project description (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA)	Tuberculosis Elimination in Tennessee
Name of federal awarding agency	Centers for Disease Control and Prevention
Name and contact information for the federal awarding official	Mr. Anthony Fultz Grants Management Specialist Centers for Diease Control & Prevention Infectious Disease Services Branch District Chamblee, Bldg. 2900 TCU-3 Atlanta, GA 30341 404-498-4033 qjj7@cdc.gov
Name of pass-through entity	Tennessee Department of Health
Name and contact information for the pass-through entity awarding official	Chuck Owen Tennessee Department of Health TB Elimination 710 James Robertson Parkway Nashville, TN 37243 615-253-1367 chuck.owen@tn.gov
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)	14.7%

ATTACHMENT 2

(BUDGET PAGE 1)

GRANT BUDGET

Metropolitan Government of Nashville and Davidson County
TB Control & Prevention

APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the following Applicable Period:

BEGIN: 7/1/2025 **END: 6/30/2026**

	EXPENSE OBJECT LINE-ITEM CATEGORY [1]	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
	Salaries [2]	$1,035,100.00	$0.00	$1,035,100.00
	Benefits & Taxes	$403,600.00	$0.00	$403,600.00
	Professional Fee, Grant & Award [2]	$10,000.00	$0.00	$10,000.00
	Supplies	$10,000.00	$0.00	$10,000.00
	Telephone	$8,000.00	$0.00	$8,000.00
	Postage & Shipping	$500.00	$0.00	$500.00
	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]	$36,000.00	$0.00	$36,000.00
	Interest [2]	$0.00	$0.00	$0.00
	Insurance	$0.00	$0.00	$0.00
	Specific Assistance To Individuals [2]	$2,500.00	$0.00	$2,500.00
	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 (2.34% of total costs, rounded)	$35,200.00	$0.00	$35,200.00
	In-Kind Expense	$0.00	$0.00	$0.00
	GRAND TOTAL	**$1,540,900.00**	**$0.00**	**$1,540,900.00**

1 Each expense object line-item shall be 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.

ATTACHMENT 2
(BUDGET PAGE 2)

Metropolitan Government of Nashville and Davidson County
GRANT BUDGET LINE-ITEM DETAIL:

SALARIES									AMOUNT
name	monthly salary		months		% effort		longevity		
Khadra Ahmed, Program Specialist	$5,706.15	x	12	x	100%	+	$935.00		$69,408.77
Khalid Kader, Communicable Disease Investigator	$5,583.76	x	12	x	100%	+	$935.00		$67,940.12
Khadra Yusur, Outreach Worker	$4,149.96	x	12	x	100%	+	$440.00		$50,239.57
Alvaro Garcia, Outreach Worker	$4,505.68	x	12	x	100%	+	$935.00		$55,003.10
Rochelle Lillard, Outreach Worker	$3,912.84	x	12	x	100%	+	$0.00		$46,954.13
William Harris, Outreach Worker	$4,149.94	x	12	x	100%	+	$440.00		$50,239.32
Karen Rogers, Public Health Nurse	$7,298.10	x	12	x	100%	+	$825.00		$88,402.15
April Jackson, Public Health Nurse	$6,640.83	x	12	x	100%	+	$193.00		$79,882.92
Helen Nnanwude, Public Health Nurse 2	$6,880.89	x	12	x	100%	+	$0.00		$82,570.68
Nancy Ashbaugh, Public Health Nurse 2	$7,024.12	x	12	x	100%	+	$275.00		$84,564.44
Avis Turner, Medical Doctor	$18,409.24	x	12	x	100%	+	$0.00		$220,910.88
Diedra Freeman, Public Health Nurse Practitioner	$11,031.17	x	12	x	35%	+	$0.00		$46,330.91
Sandra Bastien, Office Support Representative	$3,990.35	x	12	x	100%	+	$633.00		$48,517.20
Ladonna Gardner Martin, Office Support Specialist 1	$3,676.83	x	12	x	100%	+	$0.00		$44,121.96
								TOTAL	**$1,035,100.00**

PROFESSIONAL FEE, GRANT & AWARD	AMOUNT
Temporary Staffing	$10,000.00
TOTAL	**$10,000.00**

TRAVEL/CONFERENCES & MEETINGS	AMOUNT
Local mileage and parking	$36,000.00
TOTAL	**$36,000.00**

SPECIFIC ASSISTANCE TO INDIVIDUALS	AMOUNT
Services needed for TB patients	$2,500.00
TOTAL	**$2,500.00**

TN Department of Health

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	$ 0.00	$ 0.00	$ 0.00

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 ($)

Total Amount: $ 0.00

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	$ 0.00													$ 0.00	$ 0.00
Benefits	$ 0.00													$ 0.00	$ 0.00
Fee/Grant/Award	$ 0.00													$ 0.00	$ 0.00
Supplies	$ 0.00													$ 0.00	$ 0.00
Telephone	$ 0.00													$ 0.00	$ 0.00
Postage and Shipping	$ 0.00													$ 0.00	$ 0.00
Occupancy	$ 0.00													$ 0.00	$ 0.00
Equipment Rental and Maintenance	$ 0.00													$ 0.00	$ 0.00
Printing and Publications	$ 0.00													$ 0.00	$ 0.00
Travel/Conferences and Meetings	$ 0.00													$ 0.00	$ 0.00
Interest	$ 0.00													$ 0.00	$ 0.00
Insurance	$ 0.00													$ 0.00	$ 0.00
Specific Assistance to Individuals	$ 0.00													$ 0.00	$ 0.00
Depreciation	$ 0.00													$ 0.00	$ 0.00
Other Non-Personnel	$ 0.00													$ 0.00	$ 0.00
Capital Purchase	$ 0.00													$ 0.00	$ 0.00
Indirect Costs	$ 0.00													$ 0.00	$ 0.00
Totals	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00

ATTACHMENT 4 Policy 007 Report

Reset

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

STATE OF TENNESSEE
PROGRAM REVENUE REPORT
AND RECONCILIATION BETWEEN TOTAL 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:

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

Revised 01/31/2024

ATTACHMENT 5

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 and any activities that were not completed).*

Submit one copy each to:

- yigzaw.belay@tn.gov
- fa.audit@tn.gov

CONTRACT BETWEEN
THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY ACTING BY AND THROUGH THE METROPOLITAN BOARD OF HEALTH AND UNIVERSITY OF MEMPHIS SCHOOL OF PUBLIC HEALTH

This Agreement is entered into by and between **THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY ACTING BY AND THROUGH THE METROPOLITAN BOARD OF HEALTH,** a municipal corporation of the State of Tennessee (hereinafter referred to as "**MPHD**") and **UNIVERSITY OF MEMPHIS SCHOOL OF PUBLIC HEALTH** (hereinafter referred to as "**SCHOOL**"), a Tennessee nonprofit corporation, by and through its **SCHOOL**.

WHEREAS, **SCHOOL** is engaged in the higher education and training of students in various health professions through its Masters of Public Health program and is in need of experience opportunities for its students; and

WHEREAS, **MPHD** has a wide range of clinical, non-clinical, and public health experiences available to appropriate students.

NOW THEREFORE, in consideration of the mutual benefits, the parties agree as follows:

I. GENERAL PROVISIONS

1.1 At least one month prior to the beginning of each clinical, non-clinical and public health experience (hereinafter referred to as a "Program"), the start date and length of the Program (not to exceed 60 months from the commencement of this agreement) will be mutually agreed upon by the parties.

1.2 The number of students eligible to participate in the Program will be mutually determined by the parties at least one month prior to the beginning of the Program and, thereafter, may only be altered by mutual agreement of the parties.

1.3 Factors to be considered by the parties in determining start dates, program length and student numbers shall be: (i) the number of staff members available to train students; (ii) the workload of staff members; and (iii) the vacation schedule of staff members.

1.4 **SCHOOL** and **MPHD** will designate and submit in writing to the other the name of the person to be responsible for coordination of the Program on its behalf. Those persons will be called "Program Coordinators". **SCHOOL** and **MPHD** will notify the other in writing of any change or proposed change of their respective Program Coordinator.

1.5 Recognizing that the specific requirements of a clinical, non-clinical and public health experience may vary from program to program, **SCHOOL** and **MPHD** agree, that following execution of this Agreement, their respective Program Coordinators may develop written guidelines to formalize operational details of a particular program so long as such guidelines fully comply with the terms of this Agreement.

II. RESPONSIBILITIES OF SCHOOL

2.1 **SCHOOL** will assign to **MPHD** students enrolled in its Master of Public Health program for the purpose of receiving clinical, non-clinical and public health instruction and experience.

2.2 **SCHOOL** will assign to **MPHD** only those students who have satisfactorily completed the prerequisite didactic portion of the curriculum. Prior to assignment, **SCHOOL** shall provide **MPHD** with a competency assessment of each student which addresses the student's: (i) knowledge of patient age-specific needs and (ii) knowledge of infection control, safety, and emergency procedures. **SCHOOL** shall also ensure that students are properly trained on all applicable patient privacy laws and regulations, including, but not limited to, HIPAA, as defined below.

2.3 **SCHOOL** will establish the criteria for evaluating the quality of student performance in the Program.

2.4 **SCHOOL** shall assign grades for the performance of each student based upon their quality of performance as determined by **MPHD** and **SCHOOL's** Program Coordinators.

2.5 Prior to a student's arrival at **MPHD, SCHOOL** will provide **MPHD** with the name and biographical information for each student assigned to **MPHD.**

2.6 Prior to a student's arrival at **MPHD, SCHOOL** will provide the student with a copy of **MPHD's** orientation materials and **MPHD's** written regulations which will govern the student's activities while at **MPHD.**

2.7 **SCHOOL** is responsible for supplying any additional information furnished or required by **MPHD** prior to the arrival of a student at **MPHD.**

2.8 **SCHOOL** shall, during the term of this Contract, at its sole expense, obtain and maintain in full force and effect professional liability insurance for its students and faculty while they are engaged in the Program at **MPHD** in the amount of $1,000,000/$3,000,000.

Proof of insurance shall be required naming METRO as additional insured and identifying the Contract on the ACORD document.

2.9 Prior to a student's arrival at **MPHD, SCHOOL** will provide **MPHD** with proof that all students assigned to **MPHD** are covered by appropriate health insurance.

2.10 Prior to a student's arrival at **MPHD**, **SCHOOL** shall provide **MPHD** with proof that for each assigned student it has: (i) completed a recent physical examination demonstrating the student's ability to perform the essential functions of the job (with or without reasonable accommodations); (ii) completed a pre-placement drug screen and two-step TB testing; (iii) obtained proof of exposure to or vaccination against Rubella, Rubeola and Varicella; and (iv) offered the student the option of receiving Hepatitis B vaccine.

2.11 **SCHOOL** shall notify its students that for the purpose of workers' compensation claims, the students are not considered employees of **MPHD** and **MPHD** shall not be responsible for any accidents, job-related injury or illness incurred by any student as a result of the student's participation in the Program at **MPHD**.

2.12 **SCHOOL** agrees that all its faculty are employees of **SCHOOL** and shall be covered by **SCHOOL's** workers' compensation insurance for any accidents or related injury or illness incurred by any faculty of **SCHOOL** as a result of their participation in the Program at **MPHD.**

2.13 **SCHOOL** will enforce the rules and regulations governing students that are established by **MPHD**.

2.14 **SCHOOL** shall immediately remove a student from the Program upon the written request of **MPHD** made in accordance with Section 3.8, below.

2.15 **SCHOOL** shall comply with all federal, state and local laws and/or regulations relative to its activities in Tennessee.

2.16 **SCHOOL** shall provide supervision by **SCHOOL** instructor of any pre-specialty year students performing any procedures. Students completing their specialty year or postgraduate (including post masters and Doctor of Nursing Practitioner) clinical rotations will work under the direct supervision of a designated **MPHD** employee and are not required to have a university instructor present.

III. RESPONSIBILITIES OF MPHD

3.1 **MPHD** shall coordinate supervision of each student's clinical, non-clinical and public health experience with **SCHOOL**.

3.2 **MPHD** shall conduct an orientation process to familiarize students with their responsibilities and with their work environment before beginning patient care or other activities.

3.3 **MPHD** will provide an environment within which a student may benefit from the clinical, non-clinical and public health experience opportunities offered by **MPHD.**

3.4 **MPHD** will maintain records and reports on each student's performance as specified by **SCHOOL.**

3.5 **MPHD**, in a timely manner, shall provide **SCHOOL** with an evaluation on each student on forms provided by **SCHOOL.**

3.6 **MPHD** will provide **SCHOOL** with a copy of its orientation materials and its written regulations which will govern the student's activities while at **MPHD**.

3.7 Upon reasonable request, **MPHD** will permit **SCHOOL,** and/or agencies charged with the responsibility for accreditation of the **SCHOOL's** curriculum, to inspect its clinical facilities, the services available for the clinical experiences and any other items pertaining to the Program(s).

3.8 **MPHD,** by written request, may require **SCHOOL** to withdraw from the Program any student whose performance is unsatisfactory, whose personal characteristics prevent desirable relationships within **MPHD,** whose conduct may have a detrimental effect on patients, who fails to adhere to **MPHD's** existing policies, rules and regulations, or whose health status is a detriment to the student's successful completion of the Program.

IV. TERM AND TERMINATION

4.1 Term of Agreement. This Agreement shall commence the 1st day of July 2025 and shall continue in full force and effect for a period of up to five (5) years unless terminated sooner as set forth in Sections 4.2, 4.3, or Section 4.4, below.

4.2 Termination. Either party hereto may terminate this Agreement, without cause, upon giving the other party thirty (30) days written notice of such intention to terminate.

4.3 Lack of Funding. Should funding for this Agreement be discontinued, **MPHD** shall have the right to terminate this Agreement immediately upon written notice to **SCHOOL**.

4.4 Breach. Should **SCHOOL** fail to fulfill in a timely and proper manner its obligations under this Agreement or if it should violate any of the terms of this Agreement, **MPHD** shall identify the breach and **SCHOOL** shall cure the performance within ten (10) days. If **SCHOOL** fails to satisfactorily provide cure, **MPHD** shall have the right to immediately terminate this Agreement. Such termination shall not relieve **SCHOOL** of any liability to **MPHD** for damages sustained by virtue of any breach by **SCHOOL**.

V. MISCELLANEOUS

5.1 Background Checks. **SCHOOL** attests that all its students have completed a background check which satisfies all **MPHD** standards and requirements for background checks prior to being released to **MPHD** worksite. A letter of attestation of such will be provided upon request.

5.2 Amendments. No modifications or amendments to this Agreement shall be valid or enforceable unless mutually agreed to in writing by the parties.

5.3 Assignment/Binding on Successors. No assignment of rights, duties or obligations of this Agreement shall be made by either party without the express written approval of a duly authorized representative of the other party. If an assignment does occur in accordance with this Agreement, the provisions of this Agreement shall inure to the benefit of and shall be binding upon the assigns or successors-in-interest of each of the parties hereto and all persons claiming by, through or under them.

5.4 Authority. **SCHOOL** warrants and represents to **MPHD** that **SCHOOL's** execution of this Agreement has been duly authorized by **SCHOOL's** governing body.

5.5 Captions/Gender/Number. The articles, captions, and headings herein are for convenience and reference only and should not be used in interpreting any provision of this Agreement. Whenever the context herein requires, the gender of all words shall include the masculine, feminine and neuter and the number of all words shall include the singular and plural.

5.6 Confidentiality. All patient records and all **MPHD** statistical, financial, confidential, and/or personnel data received, stored or viewed by **SCHOOL** shall be kept in the strictest confidence by **SCHOOL** and its students. The **SCHOOL's** obligation to keep information confidential will not apply if disclosure is required by state or federal law or regulations, including without limitation, the Tennessee Public Records Act.

5.7 Controlling Agreement. This document, as of the effective date hereof, supersedes all other agreements between the parties which provide for the same services as contained in this Agreement. Accepting modifications or amendments as allowed by the terms of this Agreement, no other agreement, statement, or promise not contained in this Agreement shall be valid or binding.

5.8 Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Tennessee.

5.9 Liability Each Party shall be solely liable for payment of its portion of all claims, liability, costs, expenses, demands, settlements, or judgments resulting from the negligence, actions or omissions of itself or those for whom it is legally responsible relating to or arising under this Agreement. Pursuant to Applicable Law, **neither** party shall indemnify or hold harmless the other party.

5.10 Interpretation. Each party hereto acknowledges that it has had ample opportunity to review and comment on this Agreement. This Agreement shall be read and interpreted according to its plain meaning and any ambiguity shall not be construed against either party.

5.11 Non-Discrimination. **SCHOOL** shall not discriminate against any person on the basis of age, color, disability, gender, handicapping condition (including AIDS or AIDS related conditions), national origin, race, religion, sexual orientation or any other class protected by law or regulation.

5.12 Notices. All notices required under this Agreement shall be in writing and shall either be served personally or sent by certified mail, return receipt requested. All mailed notices shall be deemed received three (3) days after mailing. Notices shall be mailed to the following addresses or such other address as either party may specify in writing to the other party:

All notices to MPHD shall be mailed or hand delivered to:

Metropolitan Public Health Department
Director
2500 Charlotte Avenue
Nashville, TN 37209

Notices to Contractor shall be emailed, mailed, or hand delivered to:

University of Memphis
School of Public Health
301 Robison Hall
Memphis, TN 38152

5.13 Publicity. Subject to the provisions of the Tennessee Public Records Act, neither **MPHD** nor **SCHOOL** shall cause to be published or disseminated any advertising materials', either printed or electronically transmitted which identify another party or its facilities with respect to this Agreement without the prior written consent of the other party. Nothing in this section shall prohibit **MPHD** from disclosing information that is classified as a public record under the Tennessee Public Records Act. The provisions of this section are not intended to cover any information which is classified as a public record under the Tennessee Public Records Act.

5.14 Relationship of Parties. None of the provisions in this Agreement is intended to create nor shall it be deemed or construed to create any relationship between the parties hereto other than that of independent contractors contracting on an equal basis with each other hereunder solely for the purpose of effectuating the provisions of this Agreement. Neither of the parties hereto, nor any of their respective employees, shall be construed to be the agent, franchisee, employer, representative, partner or joint venture of the other, nor shall either party represent to any other person or entity that the relationship created by this Agreement is anything other than as described in this paragraph.

5.15 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.

5.16 Third Party Interest/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. **MPHD** and/or **SCHOOL,** 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.

5.17 Waiver. A party's failure to insist upon strict performance of any covenant or condition of this Agreement, or to exercise any option or right herein contained, shall not act as a waiver or relinquishment of said covenant, condition or right nor as a waiver or relinquishment of any future right to enforce such covenant, condition or right.

5.18 Health Insurance Portability and Accountability Act Requirements. To the extent required by federal law, the parties agree to comply with the Health Insurance Portability and Accountability Act of 1996 (hereinafter referred to as "HIPAA"), as codified at 42 U.S.C. Section 1320d and any current and future regulations promulgated thereunder, including without limitation, the federal privacy regulations, the federal security standards, and the federal standards for electronic transactions, all collectively referred to herein as "HIPAA Requirements." The parties agree not to use or further disclose any Protected Health Information or Individuality Identifiable Health Information, other than as permitted by HIPAA Requirements and the terms of the Agreement.

Signature page follows.

IN WITNESS WHEREOF, the parties hereto have executed this Contract:

SCHOOL: UNIVERSITY OF MEMPHIS

By: ______________________

Nick Pappas
Executive Director of Procurement

Sworn to and subscribed to before me, a Notary Public this 10th day of

June 2025, by NICK A. PAPPAS, the

EXECUTIVE DIRECTOR OF PROCUREMENT & CONTRACT SERVICES of Contractor and duly authorized to execute this instrument on Contractor's behalf.

Notary Public: William Joseph Mueller

My Commission Expires: 12/30/2025

WILLIAM JOSEPH MUELLER
STATE
OF
TENNESSEE
NOTARY
PUBLIC
SHELBY COUNTY

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

Whereas, Since 2000, leadership representatives from area hospitals, community partners, faith-based leaders, safety net clinics, academia, dental care, mental health care, and substance abuse care safety-net providers, and the Metro Nashville Public Health Department have been collaborating on a regular monthly basis to best serve the residents of Nashville; and,

Whereas, The assembly has utilized various names such as the Nashville Consortium of Safety Net Providers and the Safety Net Consortium of Middle Tennessee; and,

Whereas, The Consortium's mission is to make Middle Tennessee healthier by bringing together health care providers, public sector agencies, academia, and community-based and other organizations to advocate, build capacity and coordinate efforts to improve the health of the medically underserved; and,

Whereas, The Consortium's vision is that Middle Tennessee is a place where all residents, including the uninsured and underinsured, have access to high quality, affordable health care; and,

Whereas, In July 2020, the Consortium created a new, independent entity with governance, structure, and bylaws to further the work of its mission and vision.

Now, therefore, the undersigned party agrees as follows:

1. **Policies:** The participation criteria, fees, and policies of the Consortium will be clearly outlined in the appropriate documents including Bylaws and/or Policies and Procedures.

2. **Relationship of the Parties**: The Parties are and shall remain separate and independent entities. No Consortium member entity shall be construed to be the agent, partner, co-venture, employee or representative of any other Consortium member.

3. **Mutual Agreement:** As a member organization of the Safety Net Consortium of Middle Tennessee, we agree to support the mission and programs of the Consortium as outlined on the following page

1. **Representation** –
    i. One senior level individual representative from your organization will be named annually to the Policy and Planning Council.
    ii. One back-up representative will be named per organization for consistency in discussions if the primary representative cannot attend.
    iii. Each organization will have an equal voice at the table with one attendee participating in discussions and at the Policy and Planning Council meetings.

2. **Participation**
    i. Agreement that a representative from your organization will attend 75% of Policy and Planning Council Meetings
    ii. Agreement to have one or more individuals from your organization participate on implementation teams as needed. Each implementation team will include a liaison(s) from the Policy and Planning Council.
    iii. Agreement to utilize and support the programs and initiatives of the consortium. These are subject to grow and change annually. (i.e. My Health Care Home, Project Access Nashville, Diabetes Improvement Project, etc.)

3. **Contribution** –
    i. Dues - Agreement to pay dues as established by the Policy and Planning Council upon approval of the annual budget, to sustain the operations of the organization. Dues payment processes and timelines will be established annually by the Policy and Planning Council. (dues structure on following page)
    ii. Data - Agreement to share data as needed to demonstrate the needs and services within the Middle Tennessee Safety Net.
    iii. Letters of Support - Consider providing relevant letters of support and other materials as needed for grants and initiatives.

Agreement Term

This agreement shall commence on the 1st day of July 2025 and shall continue in full force and effect for a period of five (5) years.

Safety Net Consortium of Middle Tennessee

By: ______________________________________

Name: ______________________________________

Title: ______________________________________

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

Note - the primary and secondary representatives can be changed at any time during the five year term before June 2030 as individuals at MPHD change.

1. Name of Organization to be listed on SNCMT Materials:

   ____

2. Primary senior-level representative to attend Policy and Planning Council Meetings

   ____________________________________- Name
   ____________________________________- Title
   ____________________________________- Email Address

3. Secondary senior-level representative to attend Policy and Planning Council Meetings (If Primary representative is not available)

   ____________________________________- Name
   ____________________________________- Title
   ____________________________________- Email Address

4. Participation Fees: Select the appropriate category for your organization and indicate if you want to pay for all five years or be billed annually in July by circling the amount.

Mark your selection here. **	Category	Revenue Size	SNCMT Annual Fees	Total Fees for 5 years
	Health Care Partner - Tier 1	< $1M	$500	
	Health Care Partner - Tier 2	$1M - $10M	$1,000	
	Health Care Partner - Tier 3	$10M - $75M	$2,000	
	Health Care Partner - Tier 4	> $75M	$5,000	
	Hospital	N/A	$10,000	
X	Government	N/A	$2,500	$12,500

If you have questions about your dues category, please email safetynetconsortium@gmail.com, and the board of the SNCMT will respond.

Dues checks should be mailed to SNCMT at the following address:

Safety Net Consortium of Middle Tennessee
c/o: Nashville Academy of Medicine
28 White Bridge Rd., Suite 400
Nashville, TN 37205

Metro Public Health Dept
Nashville / Davidson County
Protecting, Improving, and Sustaining Health

Board of Health Request Tracking Form

Meeting Date: **June 12, 2025**

Board Requests of the Department:

1. Regular updates on the proposed new Woodbine Clinic.
2. Report to Board any MACC staff interactions with public where safety is concerned.
3. Provide status of MPHD's financial health update to the Board on a quarterly basis.
4. Provide update on the culture of the department to the Board on a quarterly basis.
5. Provide 2025 Annual Board Report to the Mayor to the Board in June.
6. Provide Annual Board Report draft to the Mayor to the Board by March 2026 and beyond.
7. Provide monthly update to the Board on the Director's priorities until the Strategic Plan is in place.
8. Consider having a member of the Youth Advisory Board present at the meetings.
9. Provide talking points to the Board on what we are doing in the department so they can share.

Assignments and Due Date per each request from the Board:

1. Regular updates on the proposed new Woodbine Clinic. (Areola)
2. Report to Board any MACC staff interactions with public where safety is concerned. (Finke)
3. Provide a MPHD's financial health update to the Board on a quarterly basis. (Diamond)
4. Provide update on the culture of the department to the Board on a quarterly basis. (Areola)
5. Provide 2025 Annual Board Report to the Mayor to the Board in June. (Areola)
6. Provide Annual Board Report draft to the Mayor to the Board by March 2026 and beyond. (Areola)
7. Provide monthly update to the Board on the Director's priorities until the Strategic Plan is in place. (Areola)
8. Consider having a member of the Youth Advisory Board present at the meetings. (Areola)
9. Provide talking points at the appropriate time to the Board on what we are doing in the department so they can share. (Areola)

Outcomes:

1. Regular updates on the proposed new Woodbine Clinic. (Areola) - Ongoing
2. Report to Board any MACC staff interactions with public where safety is concerned. (Finke) – Ongoing
3. Financial Update will be given to the Board in January, April, July, and October. Next update will be given in July. (Diamond)
4. An update on the culture of the department will be given to the Board in January, April, July, and October. Next update will be given in July. (Areola)
5. 2025 Annual Board Report to the Mayor will be given to the Board in June. (Areola)
6. Annual Board Report draft to the Mayor will be given to the Board by March 2026 and beyond. (Areola)
7. Monthly update on the Director's priorities will be given to the Board until the Strategic Plan is in place. (Areola)
8. Consideration of having a member of the Youth Advisory Board present will be considered. (Areola)
9. Talking points on what we are doing in the department will be given to the Board at the appropriate time. (Areola)

Response filed in meeting packet of **July 10, 2025**

MACC Paygrade Adjustment - Omission/Correction

The recent MACC Pay Grade increases, approved by the Board at a previous Civil Service meeting omitted one classification that should have been included in the approved change. Although the submitted list which was intended to exclude only the Animal Care & Control Manager and the Animal Care & Control Shelter Vet, the Animal Care & Control Lic Vet Tech Sr was not listed on the published pay plan and so was not included on the list of classifications to be considered.

In line with the changes that were requested and approved, the Animal Care & Control Licensed Vet Tech Sr. position should now be at pay grade ST09.

Metro Public Health Department is requesting that this classification be approved at grade ST09 to correctly align the position with the recent MACC classification changes.

With the intent to extend the Paid Family Leave Program to MPHD's School Nurses and School-based Dental Employees who are 71% employees (1,476.8 hours of service). Metro Public Health Department would like to amend the current verbiage of Metro Public Health Department's Civil Service Rules Chapter 5, Attendance and Leave, Section 5.17 Paid Family Leave which states:

5.17 PAID FAMILY LEAVE

Full-time employees who have been employed with Metro for at least six (6) months are eligible for up to thirty (30) workdays of Paid Family Leave (approximately six business weeks) for the birth or adoption of a child and/or to provide care for a spouse, parent, or child as defined by the Federal Family and Medical Leave Act (FMLA). The Paid Family Leave program will be administered within the guidelines of the FMLA Policy Handbook maintained by Human Resources and publicly available to all employees. Paid Family Leave time will run concurrently with time designated as FMLA leave.

To

5.17 PAID FAMILY LEAVE

Employees who have been employed in a position with a full time equivalence of 71% (.71 FTE) or greater with Metro for at least the preceding six (6) months are eligible for Paid Family Leave for the birth or adoption of a child and/or to provide care for a spouse, parent, or child as defined by the Federal Family and Medical Leave Act (FMLA). The Paid Family Leave program will be administered within the guidelines of MPHD's Paid Family Leave Policy as maintained by MPHD Human Resources and publicly available to all employees. Paid Family Leave time will run concurrently with time designated as FMLA leave when applicable.

Paid Family Leave hours will be prorated based upon an employee's standard work hours. For employees who work a full-time equivalence of 100% (1.0 FTE), a total of up to 30 days of Paid Family Leave may be taken. Employees with a lesser full-time equivalence will be eligible for a proportionate number of days based upon their equivalence, i.e. 80% (.80 FTE) are eligible for up to 24 days.

PERSONNEL CHANGES

JUNE 2025

NEW HIRES

Britney Thorne, Public Health Nurse Practitioner, 06/02/2025, $106,923.76 (EHW)
Samantha Sturchio, Nutrition Educator, 06/02/2025, $50,646.26 (WIC)
Madeline Sweeney, Public Health Nurse 1, 06/02/2025, $72,226.19 (STD)
To'San Cunningham, Program Specialist 2, 06/07/2025, $50, 646.98 (BHW)
Rylee Jo Sandiford, Animal Care Assistant 1, 06/14/2025, $44,122.33 (MACC)
Dorcas Gitimu, Program Specialist 2, 06/16/2025, $50,646.98 (BHW)
Keri Day, Animal Control Officer 1, 6/16/2025, $48,115.96 (MACC)
Paige Witucki, Epidemiologist 1, 06/21/2025, $84,042.78 (EPI)
Alexandra Bird, Public Health Administrator 1, 06/21/2025, $70,122.52 (PHIG)

REHIRE

Alesia Putman, Public Health Administrator 2, 06/21/2025, $84,042.78 (BHW)

TERMINATIONS (VOLUNTARY)

Tara McDuffey, Seasonal/Part-time/Temp., 06/09/2025 resigned (School Health)
Lauren Drukenbrod, PHN Practitioner, 06/18/2025, resigned (EHW)
Sharon Alvarado Garcia, Office Support Specialist 2, 06/20/2025 (Health Care Access)
Emily Grangaard, AC&C Officer 2, 06/20/2025, resigned (MACC)
Courtney Guiler, Seasonal/Part-time/Temp., 06/24/2025, resigned (School Health)
Katelyn Rall, Public Health Nurse 1, 06/25/2025, resigned (School Health)
Mary Sweet, Seasonal/Part-time/Temp., 06/26/2025, resigned (School Health)
Claire Porter, Public Health Nurse 1, 06/30/2025, resigned (School Health)

TERMINATIONS (INVOLUNTARY)

Brenda Bryns, Program Specialist 3, 06/11/2025, deceased (Behavioral Health)
Maria Dorrill, AC&C Officer 1, 06/29/2025, dismissed (MACC)

PROMOTIONS

William Ellis, Communicable Disease Investigator (Notifiable Disease), promoted to Public Health Administrator 1 (Ryan White) effective 06/07/2025
Sean Campbell, Animal Care Assistant 2 promoted to Animal Care Assistant 3 effective 06/21/2025 (MACC)

STATUS CHANGES

Anastasia Clark, Public Health Nurse 1(71%) – position change to Seasonal/Part-time/Temp. effective 06/07/2025 (SCH)
Kawana Holt, PHN Practitioner (100%), status change to PHN Practitioner (60%) effective 06/07/2025 (STD)

DEPARTMENT TRANSFER

Roniki Truelove, Engagement Advocate (MAC) position change to Program Specialist 2 (NSB) effective06/07/2025