

# LEGISLATIVE TRACKING FORM

Filing for Council Meeting Date: 09/16/25

Resolution  Ordinance

Contact/Prepared By: Brad Thompson

Date Prepared: 08/18/25

Title (Caption): Presumptive Eligibility & Navigation Services 27 - This grant provides funding to increase timely access to healthcare services

for uninsured and under insured individuals through navigation, enrollment assistance, and connection to Department of Health programs,

including Presumptive Eligibility, Family Planning, and the Tennessee Breast and Cervical Screening Program.

July 26 - June 27

Submitted to Planning Commission?  N/A  Yes-Date: \_\_\_\_\_ Proposal No: \_\_\_\_\_

Proposing Department: Health Requested By: Health

Affected Department(s): Health Affected Council District(s): all

**Legislative Category (check one):**

- |   |  |  |
|---|--|--|
| <input type="checkbox"/> Bonds                | <input type="checkbox"/> Contract Approval           | <input type="checkbox"/> Intergovernmental Agreement   |
| <input type="checkbox"/> Budget - Pay Plan    | <input type="checkbox"/> Donation                    | <input type="checkbox"/> Lease                         |
| <input type="checkbox"/> Budget - 4%          | <input type="checkbox"/> Easement Abandonment        | <input type="checkbox"/> Maps                          |
| <input type="checkbox"/> Capital Improvements | <input type="checkbox"/> Easement Accept/Acquisition | <input type="checkbox"/> Master List A&E               |
| <input type="checkbox"/> Capital Outlay Notes | <input checked="" type="checkbox"/> Grant            | <input type="checkbox"/> Settlement of Claims/Lawsuits |
| <input type="checkbox"/> Code Amendment       | <input type="checkbox"/> Grant Application           | <input type="checkbox"/> Street/Highway Improvements   |
| <input type="checkbox"/> Condemnation         | <input type="checkbox"/> Improvement Acc.            | <input type="checkbox"/> Other: _____                  |

<b>FINANCE</b>	<b>Amount +/-:</b> \$ <u>539,700.00</u>	<b>Match:</b> \$ <u>0.00</u>
<b>Funding Source:</b>	<input type="checkbox"/> Capital Improvement Budget <input type="checkbox"/> Capital Outlay Notes <input type="checkbox"/> Departmental/Agency Budget <input type="checkbox"/> Funds to Metro <input type="checkbox"/> General Obligation Bonds <input type="checkbox"/> Grant <input type="checkbox"/> Increased Revenue Sources	<input type="checkbox"/> Judgments and Losses <input type="checkbox"/> Local Government Investment Project <input type="checkbox"/> Revenue Bonds <input type="checkbox"/> Self-Insured Liability <input type="checkbox"/> Solid Waste Reserve <input type="checkbox"/> Unappropriated Fund Balance <input type="checkbox"/> 4% Fund <input type="checkbox"/> Other: _____
Approved by OMB: <u>Aaron Pratt</u>	<u>BN</u>	Date to Finance Director's Office: _____
Approved by Finance/Accounts: _____	<b>APPROVED BY</b>	<b>FINANCE DIRECTOR'S OFFICE:</b> _____
Approved by Div Grants Coordination: <u>Juanita Paulsen</u>		

**ADMINISTRATION**

Council District Member Sponsors: \_\_\_\_\_

Council Committee Chair Sponsors: \_\_\_\_\_

Approved by Administration: \_\_\_\_\_ Date: \_\_\_\_\_

**DEPARTMENT OF LAW**

Date to Dept. of Law: \_\_\_\_\_ Approved by Department of Law: \_\_\_\_\_

**Settlement Resolution/Memorandum Approved by:** \_\_\_\_\_

Date to Council: \_\_\_\_\_ For Council Meeting: \_\_\_\_\_  E-mailed Clerk

All Dept. Signatures  Copies  Backing  Legislative Summary  Settlement Memo  Clerk Letter  Ready to File

---

---

## GRANT SUMMARY SHEET

---

---

**Grant Name:** Presumptive Eligibility & Navigation Services 27

**Department:** HEALTH DEPARTMENT

**Grantor:** HEALTH RESOURCES & SERVICES ADMINISTRATION

**Pass-Through Grantor  
(If applicable):** TENN. DEPT. OF HEALTH

**Total Award this Action:** \$539,700.00

**Cash Match Amount** \$0.00

**Department Contact:** Brad Thompson  
340-0407

**Status:** NEW

**Program Description:**

This is a new grant that doesn't start until next July. This appears to replace two independent programs next year, Presumptive Eligibility and Tennessee Breast and Cervical Screening. I am not sure if the Presumptive Eligibility funds that are already contracted for next year will get cancelled or not. This grant provides funding to increase timely access to healthcare services for uninsured and underinsured individuals through navigation, enrollment assistance, and connection to Department of Health programs, including Presumptive Eligibility, Family Planning, and the Tennessee Breast and Cervical Screening Program.

**Plan for continuation of services upon grant expiration:**

Services will be discontinued

Grants Tracking Form

Part One

Pre-Application <input type="radio"/> Application <input type="radio"/> Award Acceptance <input checked="" type="radio"/> Contract Amendment <input type="radio"/>				
Department	Dept. No.	Contact	Phone	Fax
HEALTH DEPARTMENT	038	Brad Thompson	340-0407	
<b>Grant Name:</b> Presumptive Eligibility & Navigation Services 27				
<b>Grantor:</b> HEALTH RESOURCES & SERVICES ADMINISTRATION      Other: <input type="text"/>				
<b>Grant Period From:</b> 07/01/26		<b>(applications only) Anticipated Application Date:</b>		
<b>Grant Period To:</b> 06/30/27		<b>(applications only) Application Deadline:</b>		
<b>Funding Type:</b> FED PASS THRU		<b>Multi-Department Grant</b> <input type="checkbox"/> → If yes, list below.		
<b>Pass-Thru:</b> TENN. DEPT. OF HEALTH		<b>Outside Consultant Project:</b> <input type="checkbox"/>		
<b>Award Type:</b> FORMULA		<b>Total Award:</b> \$539,700.00		
<b>Status:</b> NEW		<b>Metro Cash Match:</b> \$0.00		
<b>Metro Category:</b> New Initiative		<b>Metro In-Kind Match:</b> \$0.00		
<b>CFDA #</b> 93.898, 93.994		<b>Is Council approval required?</b> <input type="checkbox"/>		
<b>Project Description:</b>		<b>Applic. Submitted Electronically?</b> <input type="checkbox"/>		
This is a new grant that doesn't start until next July. This appears to replace two independent programs next year, Presumptive Eligibility and Tennessee Breast and Cervical Screening. I am not sure if the Presumptive Eligibility funds that are already contracted for next year will get cancelled or not. This grant provides funding to increase timely access to healthcare services for uninsured and underinsured individuals through navigation, enrollment assistance, and connection to Department of Health programs, including Presumptive Eligibility, Family Planning, and the Tennessee Breast and Cervical Screening Program.				
<b>Plan for continuation of service after expiration of grant/Budgetary Impact:</b>				
Services will be discontinued				
<b>How is Match Determined?</b>				
<b>Fixed Amount of \$</b>		or	<b>% of Grant</b>	
			Other: <input type="checkbox"/>	
<b>Explanation for "Other" means of determining match:</b>				
<b>For this Metro FY, how much of the required local Metro cash match:</b>				
<b>Is already in department budget?</b>			<b>Fund</b>	<b>Business Unit</b>
<b>Is not budgeted?</b>			<b>Proposed Source of Match:</b>	
<b>(Indicate Match Amount &amp; Source for Remaining Grant Years in Budget Below)</b>				
<b>Other:</b>				
<b>Number of FTEs the grant will fund:</b>		0.00	<b>Actual number of positions added:</b> 0.00	
<b>Departmental Indirect Cost Rate</b>		21.58%	<b>Indirect Cost of Grant to Metro:</b> \$116,457.55	
<b>*Indirect Costs allowed?</b> <input checked="" type="radio"/> Yes <input type="radio"/> No		<b>% Allow.</b> 2.98%	<b>Ind. Cost Requested from Grantor:</b> \$16,100.00 <b>in budget</b>	
<b>*(If "No", please attach documentation from the grantor that indirect costs are not allowable. See Instructions)</b>				
<b>Draw down allowable?</b> <input type="checkbox"/>				
<b>Metro or Community-based Partners:</b>				

Part Two

Grant Budget										
Budget Year	Metro Fiscal Year	Federal Grantor	State Grantor	Other Grantor	Local Match Cash	Match Source (Fund, BU)	Local Match In-Kind	Total Grant Each Year	Indirect Cost to Metro	Ind. Cost Neg. from Grantor
Yr 1	27	\$140,881.00	\$87,419.00	\$311,400.00				\$539,700.00	\$116,457.55	\$16,100.00
Yr 2										
Yr 3										
Yr 4										
Yr 5										
<b>Total</b>		\$140,881.00	\$87,419.00	\$311,400.00	\$0.00		\$0.00	\$539,700.00	\$116,457.55	\$16,100.00
<b>Date Awarded:</b>				08/26/25		\$539,700.00	<b>Contract#:</b> 2RTCPRE5F0027+HL8AMCH008F00			
<b>(or) Date Denied:</b>										
<b>(or) Date Withdrawn:</b>										

Contact: [juanita.paulsen@nashville.gov](mailto:juanita.paulsen@nashville.gov)  
[vaughn.wilson@nashville.gov](mailto:vaughn.wilson@nashville.gov)

Rev. 5/13/13  
6098

GCP Received 08/26/25



GCP Approved 08/26/25

Resolution No. \_\_\_\_\_

A resolution accepting a Presumptive Eligibility Services grant from the Tennessee Department of Health to the Metropolitan Government, acting by and through the Metropolitan Board of Health, to provide funding to increase timely access to healthcare services for uninsured and under insured individuals through navigation, enrollment assistance, and connection to Department of Health programs including Presumptive Eligibility, Family Planning, and the Tennessee Breast and Cervical Screening Program.

WHEREAS, the Tennessee Department of Health, has awarded a grant in an amount not to exceed \$539,700 with no cash match required, to the Metropolitan Government, acting by and through the Metropolitan Board of Health, to provide funding to increase timely access to healthcare services for uninsured and under insured individuals through navigation, enrollment assistance, and connection to Department of Health programs including Presumptive Eligibility, Family Planning, and the Tennessee Breast and Cervical Screening Program, and;

WHEREAS, it is to the benefit of the citizens of The Metropolitan Government of Nashville and Davidson County that this grant be accepted.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

Section 1. That the grant by and between the Tennessee Department of Health, in an amount not to exceed \$539,700, to the Metropolitan Government, acting by and through the Metropolitan Board of Health, to provide funding to increase timely access to healthcare services for uninsured and under insured individuals through navigation, enrollment assistance, and connection to Department of Health programs including Presumptive Eligibility, Family Planning, and the Tennessee Breast and Cervical Screening Program, a copy of which is attached hereto and incorporated herein, is hereby approved.

Section 2. That the amount of this grant is to be appropriated to the Metropolitan Department of Health based on the revenues estimated to be received and any match to be applied.

Section 3. That this resolution shall take effect from and after its adoption, the welfare of the Metropolitan Government of Nashville and Davidson County requiring it.

APPROVED AS TO AVAILABILITY OF FUNDS:

Jenneen Reed/mjr  
Jenneen Reed,  
Director of Finance

INTRODUCED BY:

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

APPROVED AS TO FORM AND LEGALITY:

Courtney Mohan  
Assistant Metropolitan Attorney

\_\_\_\_\_  
Member(s) of Council



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

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Health, hereinafter referred to as the "State" or the "Grantor State Agency" and Grantee Metropolitan Government of Nashville and Davidson County, hereinafter referred to as the "Grantee," is for the provision of Presumptive Eligibility and Navigation Services, 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 all services and deliverables as required, described, and detailed herein and shall meet all service and delivery timelines as specified by this Grant Contract.

A.2. Service Definitions.

- a. "Accrual" means charge for work that has been done but not yet invoiced, for which provision is made at the end of a financial period.
- b. "Barriers" are defined as circumstances, real or perceived, that would prevent a client from obtaining services. These can include, but are not limited to, transportation, child or adult care, scheduling, and translation services.
- c. "Client/Patient navigation" is defined as individualized assistance provided to clients to facilitate timely access to quality care by helping overcome barriers. Navigation also includes education to help clients understand the medical system and improve health literacy.
- d. "CoverKids" is a health coverage program for pregnant women and children who are uninsured and do not qualify for TennCare. CoverKids is administered through the Bureau of TennCare.
- e. "Evidence-Based" means a concept or strategy that is derived from or informed by objective evidence.
- f. "Evidence-Based Intervention", or "EBI", is a program, practice, or policy that has been scientifically tested and proven effective through research and evaluation.
- g. "Family Planning Program", or "FP", is the state-wide program that provides a variety of reproductive health services to eligible individuals. These can include, but are not limited to, education and services relating to achieving and preventing pregnancy, and preventative health strategies.
- h. "Med-it" is the data management system with integrated billing used by TBCSP to collect and submit MDEs as required by the grant.
- i. "Minimum Data Element", or "MDE", is the data component that is required to be documented, collected, and submitted through NBCCEDP as required by the grant.
- j. "National Breast and Cervical Cancer Early Detection Program", or "NBCCEDP", is the federal program that provides TBCSP funding and outlines EBI activities' requirements.

- k. "Navigation" means the process used to help clients understand resources and services available and connect them with these services.
- l. "Organizational Administrator", or "Org Admin" is an individual responsible for managing their organization's staff access to TEDS, including requesting authorized user access, deactivating users, and ensuring all staff have correct training and security access.
- m. "Patient Tracking and Billing Management System", or "PTBMIS", is a system that captures client demographic information and services provided by the health departments.
- n. "Presumptive Eligibility", or "PE", is the state-wide program through TennCare that provides a special category of immediate coverage for eligible individuals who are pregnant or have been diagnosed with breast or cervical cancer or pre-cancerous conditions.
- o. "Presumptive Eligibility Desk Guide", or "PE Desk Guide", is a guide created by the Tennessee Department of Health Central Office staff that provides the guidelines, eligibility criteria, definitions, and resources used in screening and applying for Presumptive Eligibility. This will be given to Grantee by the State.
- p. "Research Electronic Data Capture" or "REDCap" is a secure web-based application for building and managing online surveys and databases.
- q. "TennCare Connect" is a self-service online tool that allows Tennesseans to apply for TennCare, CoverKids, and Medicare Savings Programs. It can also be used to manage coverage.
- r. "Tennessee Breast and Cervical Screening Program", or "TBCSP", is the state-wide program that provides breast and cervical screening services to eligible individuals. These include but are not limited to mammograms, cervical cytology testing, Human Papillomavirus (HPV) testing, colposcopy, biopsy, and wellness exams.
- s. "Tennessee Eligibility Determination System", or "TEDS", is an automated system that determines eligibility for TennCare and CoverKids.
- t. "Title V Maternal and Child Health Block Grant" is a federal program that aims to improve the health of mothers, children, and their families.

### A.3. Service Goals.

- a. The primary goal of this contract is to increase timely access to healthcare services for uninsured and underinsured individuals through navigation, enrollment assistance, and connection to Department of Health programs, including Presumptive Eligibility, Family Planning, and the Tennessee Breast and Cervical Screening Program.
- b. Provide assistance to:
  - a. Pregnant women with the completion of Prenatal PE enrollment and enrollment assistance with TennCare/Medicaid and CoverKids applications as outlined in the contract with Edison ID 69932 between the Bureau of TennCare and the State.
  - b. Individuals diagnosed with breast and/or cervical cancer or precancerous conditions for these diseases, with the completion of PE enrollment and enrollment assistance for TennCare/Medicaid.
- c. Provide services without subjecting individuals to any coercion to accept services.

- d. Ensure that acceptance of services is voluntary and may not be made a prerequisite to eligibility for, or receipt of, any other services, assistance from, or participation in any other program of the recipient.
- e. Ensure that staff are informed that any person who coerces or endeavors to coerce any person to undergo an abortion or sterilization procedure by threatening such person with the loss of, or disqualification for the receipt of, any benefit or service under a program receiving federal financial assistance shall be fined not more than \$1,000 or imprisoned for not more than one year, or both. (42 U.S.C. § 300a-8)
- f. Provide services that are client-centered, culturally and linguistically appropriate, inclusive, and trauma-informed.
- g. Provide services in a manner that does not discriminate against any client based on religion, race, color, national origin, disability, age, sex, sexual orientation, gender identity, sex characteristics, number of pregnancies, or marital status.

#### A.4. Service Recipients.

Service recipients are individuals in need of navigation through the continuum of care for health services through Department of Health-offered programs, including but not limited to TBCSP, FP, and PE. Priority should be given to recipients who are uninsured or underinsured, low-income, face significant barriers to care, and may not receive services without navigation.

#### A.5. Service Description.

- a. The Grantee shall provide all services and deliverables as required, described, and detailed by this Scope of Services and shall meet all service and delivery timelines specified in the Scope of Services section or elsewhere in this Grant Contract. The Scope of Service may be subject to changes in accordance with NBCCEDP, State, or other program requirements.
- b. The Grantee shall ensure all information as to personal facts and circumstances obtained by the project staff about individuals receiving services is held confidential and must not be disclosed without the individual's documented consent, except as may be necessary to provide services to the patient or as required by law, with appropriate safeguards for confidentiality. Information may otherwise be disclosed only in summary, statistical, or other form that does not identify the individual. Reasonable efforts must be made to collect charges without jeopardizing client confidentiality. Recipients must inform the client of any potential for disclosure of their confidential health information to policyholders where the policyholder is someone other than the client.
- c. All clients should be evaluated for program eligibility for TBCSP, FP, PE, and other Department of Health offered services (including but not limited to WIC, QuitLine, GIFTS, breastfeeding, etc.) and are referred or enrolled accordingly. The State will provide resources and referrals to other state agency programs when necessary.
- d. Accept and process TennCare presumptive eligibility applications or CoverKids Pregnant Woman applications for pregnant women and individuals diagnosed with breast and/or cervical cancer or precancerous conditions of these diseases in accordance with the current version of the Presumptive Eligibility Guide and the Tennessee Breast and Cervical Screening Program Manual. The application process shall be completed and transmitted to the State of Tennessee, Department of Finance & Administration, Division of Health Care Finance and Administration (HCFA) within two (2) business days via the appropriate method and shall include:
  - a. Assisting applicants in the completion of temporary TennCare presumptive eligibility applications;
  - b. Making a determination on applicants' presumptive eligibility applications;

- c. Submitting application determination results to the State of Tennessee, Department of Finance & Administration, Division of Health Care Finance and Administration;
  - d. For those applicants desiring assistance, assisting and navigating women and individuals diagnosed with breast and cervical cancer with the completion of any or all components of the TennCare application through TennCare Connect or TennCare Access, Tennessee Eligibility Determination System (TEDS) for ongoing TennCare coverage;
  - e. Notify enrollees, in writing, of the presumptive eligibility determination and, for those approved, of the need to complete the full application process within the required time frame in order to maintain ongoing TennCare coverage;
  - f. Explain to applicants in simple terms the TennCare/Medicaid program and its benefits;
  - g. Assist individuals who are ineligible for TennCare to apply for CoverKids in accordance with the most current version of the Presumptive Eligibility Desk Guide (PE Desk Guide);
  - h. Ensure that appropriate accommodations are offered to individuals with disabilities and limited English proficiency and comply with the HCFA policies and procedures related to accommodations.
  - i. Provide eligibility services at a minimum of one (1) health department site of the county. A minimum of two (2) staff members must be trained and otherwise able to provide the assistance requirements as described above. The Grantee shall report changes in the number and location of health department sites conducting TennCare PE, BCS, and PE within ten (10) days of such changes.
  - j. Maintain records necessary for the proper and efficient administration of the PE program in accordance with the most current version of the PE Desk Guide. Records shall include, but not be limited to, eligibility records, documentation of quality control, and records needed to meet all State and Federal requirements.
  - k. Provide monitoring of the performance of Prenatal PE, BCS PE, and CoverKids Pregnant Woman applications to ensure priority populations are reached.
  - l. Provide training and technical assistance to all staff, including any training required by TennCare and/or the Tennessee Department of Health.
  - m. Provide format and guidelines for conducting and reporting all Prenatal PE, BCS PE, and CoverKids Pregnant Woman applications.
  - n. Appoint a TEDS Org Admin. The Org Admin is responsible for requesting access for authorized users, adding or removing a role for existing users, deactivating access for separated users, and confirming that all staff have the correct training and security access to complete their work. The Grantee shall report within three (3) business days when a change to the Org Admin is needed.
  - o. The Grantee shall work with approved community partners to assist with processing Presumptive Eligibility (PE) applications by phone. The Grantee shall ensure that application assistance provided by phone is completed within thirty (30) minutes from the initial client contact whenever possible, in accordance with State guidance and program expectations.
- e. Provide the following activities, at a minimum, related to client navigation:

- a. Assess client barriers to care;
  - b. Help resolve client barriers, including accessibility needs and the provision of a language interpreter when needed;
  - c. Track and follow up with clients to monitor adherence with referrals, screenings, diagnostics, and/or treatment;
  - d. Provide education and support to clients;
  - e. Assess for client's medical home for primary care services and document/refer as needed;
  - f. Document barriers, resolution of barriers, and any other assistance provided in the client record.
- f. The Grantee shall be responsible for the training of all staff at their respective clinic(s)/organization on navigation and services available. This should include at least one (1) in-service training annually or more frequently as needed or requested by staff or as needed based on quality assurance activities.
- g. The Grantee shall perform at least one (1) evidence-based outreach activity per quarter in the form of active enrollment and engagement activities as required by the State.
- a. Outreach must specifically involve client interaction, screening, and/or enrollment into applicable programs. Outreach activities should not include passive participation in health fairs or the dropping off of materials at any site.
- h. The Grantee shall attend all monthly meetings and/or trainings related to TBCSP, FP, PE, and others as required by the State. This includes, but is not limited to, all Title V Maternal and Child Health Block Grant Partner meetings.
- i. The Grantee shall perform designated TBCSP activities, which in addition to the above-mentioned items, also include at a minimum:
- a. Participate in quality assurance activities as outlined in the TBCSP Manual or as otherwise designated by the State. This includes but is not limited to:
    - i. Monitoring of screening and referral providers for compliance with TBCSP requirements;
    - ii. Reviewing monthly billing and data quality improvement reports in Med-it, using this information to inform patient navigation services and making data updates/corrections as needed;
    - iii. Reviewing biannual Minimum Data Element (MDE) reports and making corrections as needed within timeframes specified by the State.
  - b. Participate in the appropriate regional Tennessee Cancer Coalition (TC2) by attending all scheduled meetings. Participation should include the contribution of knowledge and local expertise of TBCSP, gathering of available resources to share, and supporting state cancer plan development and implementation.
- j. The Grantee shall perform designated FP activities, which in addition to the above-mentioned items, also include at a minimum:
- a. Participate in quality assurance activities as designated by the State.

- b. Comply with 42 CFR Part 50, Subpart B, "Sterilization of Persons in Federally Assisted Family Planning Projects".
- c. Comply with Section 106(g) of the Victims of Trafficking and Violence Protection Act of 2000, as amended (22 U.S.C. §7104).
- d. Comply with any State law requiring notification or the reporting of child abuse, child molestation, sexual abuse, rape, or incest.

A.6 Service Reporting. The Grantee shall report and maintain data for all activities according to reporting processes specified by the State as follows:

- a. Monitor performance of Prenatal PE, BCS PE, and CoverKids Pregnant Woman applications to ensure priority populations are reached. Submit a monthly report by the 15<sup>th</sup> day after the end of the month, showing performance, using the method specified by the State
- b. Submit a monthly data report on client navigation as required, by the 15<sup>th</sup> day after the end of the month, using the method specified by the State.
- c. Submit a quarterly progress report by the 15<sup>th</sup> day after the end of each State Quarter (i.e., October 15<sup>th</sup>, January 15<sup>th</sup>, April 15<sup>th</sup>, and July 15<sup>th</sup>) using the method specified by the State.
- d. Present quarterly progress report information at the monthly meeting in which the progress report is due.
- e. Submit all TennCare inquiries through REDCap. These inquiries include, but are not limited to, questions regarding Prenatal PE, BCS PE, CoverKids, and TennCare applications, barriers to completion of applications, treatment plans, and eligibility.
- f. The Grantee shall provide Accrual data to the Program Director no later than June 15 in a format provided by the State.

A.7. This grant allows for the purchase of electronic devices, such as but not limited to computers, ipads, tablets, and/or laptops for the purpose of carrying out the scopes of services. In the event the Grantee is purchasing these items hereunder, the Grantee shall follow D.27. reporting guidelines.

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

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

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

**B. TERM OF CONTRACT:**

B.1. This Grant Contract shall be effective for the period beginning on July 1, 2026 ("Effective Date") and ending on June 30, 2027, ("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 Five Hundred Thirty-Nine Thousand Seven Hundred Dollars (\$539,700.00) ("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. **(Attachment 3)**
- C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.
- C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

Ashlee Johnson, BSN, RN, CPM | Family Planning Director  
 Reproductive & Women’s Health  
 Division of Family Health and Wellness  
 Reproductive and Women’s Health  
 Andrew Johnson Tower, 7th Floor.  
 710 James Robertson Pkwy., Nashville, TN 37243  
[CHS.Presumptives@tn.gov](mailto:CHS.Presumptives@tn.gov)  
 Telephone # 615-770-5394

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
- (1) Invoice/Reference Number (assigned by the Grantee).
  - (2) Invoice Date.
  - (3) Invoice Period (to which the reimbursement request is applicable).
  - (4) Grant Contract Number (assigned by the State).
  - (5) Grantor: Department of Health, Division of Family Health and Wellness.
  - (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
  - (7) Grantee Name.
  - (8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
  - (9) Grantee Remittance Address.
  - (10) Grantee Contact for Invoice Questions (name, phone, or fax).
  - (11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:
    - i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
    - ii. The amount reimbursed by Grant Budget line-item to date.
    - iii. The total amount reimbursed under the Grant Contract to date.
    - iv. The total amount requested (all line-items) for the Invoice Period.
- b. The Grantee understands and agrees to all of the following.

- (1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
- (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
- (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.
- (4) An invoice under this Grant Contract shall be presented to the State within thirty (30) days after the end of the calendar month in which the subject costs were incurred or services were rendered by the Grantee. An invoice submitted more than thirty (30) days after such date will NOT be paid. The State will not deem such Grantee costs to be allowable and reimbursable by the State unless, at the sole discretion of the State, the failure to submit a timely invoice is warranted. The Grantee shall submit a special, written request for reimbursement with any such untimely invoice. The request must detail the reason the invoice is untimely as well as the Grantee's plan for submitting future invoices as required, and it must be signed by a Grantee agent that would be authorized to sign this Grant Contract.

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

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

- a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.
- b. The State shall not be responsible for the payment of any invoice submitted to the State after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
- c. The Grantee's failure to provide a final grant disbursement reconciliation report to the State as required by this Grant Contract shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the State pursuant to this Grant Contract.
- d. The Grantee must close out its accounting records at the end of the Term in such a way that reimbursable expenditures and revenue collections are NOT carried forward.

C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any

changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.

- C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Central Procurement Office Policy Statement 2013-007 or any amendments or revisions made to this policy statement during the Term.
- C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.
- C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.
- C.12. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.
- C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.
- a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").
  - b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

**D. STANDARD TERMS AND CONDITIONS:**

- D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and

satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.

- D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate this Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.
- D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.
- D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.
- D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
  - b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
  - c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

- D.8. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient

confirmation. All communications, regardless of method of transmission, shall be addressed to the respective party as set out below:

The State:

Ashlee Johnson, BSN, RN, CPM | Family Planning Director  
Reproductive & Women's Health  
Division of Family Health and Wellness  
Reproductive and Women's Health  
Andrew Johnson Tower, 7th Floor.  
710 James Robertson Pkwy., Nashville, TN 37243  
[CHS.Presumptives@tn.gov](mailto:CHS.Presumptives@tn.gov)  
Telephone # 615-770-5394

The Grantee:

Sanmi Areola, PhD.; Director of Health  
Metropolitan Government of Nashville and Davidson County  
2500 Charlotte Avenue  
Nashville, TN 37209-4129  
[Sanmi.areola@nashville.gov](mailto:Sanmi.areola@nashville.gov)  
Telephone # 615-340-5622

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

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

- D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.10. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.11. HIPAA Compliance. As applicable, the State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.
- a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.

- b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.
- c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.

- D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:

NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454.

The sign shall be on the form prescribed by the Comptroller of the Treasury. The Grantor State Agency shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from the Grantee, provide Grantee with any necessary signs.

- D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.
- D.14. Licensure. The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.
- D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

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

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

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

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

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

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

- D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract. **(Attachment 5)**
- D.19. Audit Report. The Grantee shall be audited in accordance with applicable Tennessee law.
- At least ninety (90) days before the end of its fiscal year, the Grantee shall complete the Information for Audit Purposes ("IAP") form online (accessible through the Edison Supplier portal) to notify the State whether or not Grantee is subject to an audit. The Grantee should submit only one, completed form online during the Grantee's fiscal year. Immediately after the fiscal year has ended, the Grantee shall fill out the End of Fiscal Year ("EOFY") (accessible through the Edison Supplier portal).
- When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.
- A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public.
- D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, or contracted services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision and for use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.317—200.327 when procuring property and services under a federal award.

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

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

- D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.
- D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- D.23. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State's total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.
- D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.
- D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.

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

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

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

The Grantee agrees to be responsible for the accountability, maintenance, management, and inventory of all property purchased totally or in part with funds provided under this Grant Contract. The Grantee shall maintain a perpetual inventory system for all equipment or motor vehicles purchased with funds provided under this Grant Contract and shall submit an inventory control report which must include, at a minimum, the following:

- a. Description of the equipment or motor vehicles;
- b. Vehicle identification number;
- c. Manufacturer's serial number or other identification number, when applicable;
- d. Acquisition date, cost, and check number;
- e. Fund source, State Grant number, or other applicable fund source identification;
- f. Percentage of state funds applied to the purchase;
- g. Location within the Grantee's operations where the equipment or motor vehicles is used;

- h. Condition of the property or disposition date if Grantee no longer has possession;
- i. Depreciation method, if applicable; and
- j. Monthly depreciation amount, if applicable.

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

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

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

- D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: [http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200\\_main\\_02.tpl](http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl)
- D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.
- D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.
- D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.
- D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.

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

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

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

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

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

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

## **E. SPECIAL TERMS AND CONDITIONS:**

E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.

- E.2. Printing Authorization. The Grantee agrees that no publication coming within the jurisdiction of Tenn. Code Ann. § 12-7-101, *et seq.*, shall be printed pursuant to this Grant Contract unless a printing authorization number has been obtained and affixed as required by Tenn. Code Ann. § 12-7-103(d).
- E.3. Work Papers Subject to Review. The Grantee shall make all audit, accounting, or financial analysis work papers, notes, and other documents available for review by the Comptroller of the Treasury or his representatives, upon request, during normal working hours either while the analysis is in progress or subsequent to the completion of this Grant Contract.
- E.4. Environmental Tobacco Smoke. Pursuant to the provisions of the federal “Pro-Children Act of 1994” and the “Children’s Act for Clean Indoor Air of 1995,” Tenn. Code Ann. §§ 39-17-1601 through 1606, the Grantee shall prohibit smoking of tobacco products within any indoor premises in which services are provided to individuals under the age of eighteen (18) years. The Grantee shall post “no smoking” signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this Grant Contract.
- E.5. Equal Opportunity. As a condition for receipt of grant funds, the Grantee agrees to comply with 41 C.F. R. § 60-1.4 as that section is amended from time to time during the term.
- E.6. Federal Funding Accountability and Transparency Act (FFATA).  
This Grant Contract requires the Grantee to provide supplies or services that are funded in whole or in part by federal funds that are subject to FFATA. The Grantee is responsible for ensuring that all applicable FFATA requirements, including but not limited to those below, are met and that the Grantee provides information to the State as required.

The Grantee shall comply with the following:

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

As defined in 2 C.F.R. § 170.315, “Executive” means officers, managing partners, or any other employees in management positions.
  - (2) Total compensation means the cash and noncash dollar value earned by the executive during the Grantee’s preceding fiscal year and includes the following (for more information see 17 CFR § 229.402(c)(2)):
    - i. Salary and bonus.
    - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with

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

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

- E. 7. Healthy Eating Requirements. Grant recipients who purchase or serve snacks or meals in conjunction with their performance under this Grant Contract shall provide only healthy foods. No high sugar beverage shall be served at any time. Fruits and vegetables shall be given preference in menu selections.
- E. 8. Assistance Listing Number. When applicable, the Grantee shall inform its licensed independent public accountant of the federal regulations that require compliance with the performance of an audit. This information shall consist of the following Assistance Listing Numbers: 93.898 Cancer Prevention and Control Programs for State, Territorial and Tribal Organizations; 93.994 Maternal and Child Health Services Block Grant to the States
- E.9. Information Technology Security Requirements (State Data, Audit, and Other Requirements).
  - a. The Grantee shall protect State Data as follows:
    - (1) The Grantee shall ensure that all State Data is housed in the continental United States, inclusive of backup data. All State data must remain in the United States, regardless of whether the data is processed, stored, in-transit, or at rest. Access to State data shall be limited to US-based (onshore) resources only.

All system and application administration must be performed in the continental United States. Configuration or development of software and code is permitted outside of the United States. However, software applications designed, developed, manufactured, or supplied by persons owned or controlled by, or subject to the jurisdiction or direction of, a foreign adversary, which the U.S. Secretary of Commerce acting pursuant to 15 CFR 7 has defined to include the People's Republic of China, among others are prohibited. Any testing of code outside of the

United States must use fake data. A copy of production data may not be transmitted or used outside the United States.

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

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

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

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

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

b. Minimum Requirements

- (1) The Grantee and all data centers used by the Grantee to host State data, including those of all Subcontractors, must comply with the most current version of NIST 800-53, "Security and Privacy Controls for Federal Information Systems and Organizations," or NIST 800-171, "Protecting Controlled Unclassified Information in Nonfederal Systems and Organizations," with the State to review the implementation of this Section. The State must have proof of compliance with NIST 800-53 or NIST 800-171 in the form of a third-party audit at a minimum every two years or upon request. Davidson County Information Security Management Policies are located at: <https://www.nashville.gov/departments/information-technology-services/information-security/information-security-policies>
  - (2) The Grantee agrees to maintain the Application so that it will run on a current, manufacturer-supported Operating System. "Operating System" shall mean the software that supports a computer's basic functions, such as scheduling tasks, executing applications, and controlling peripherals.
  - (3) If the Application requires middleware or database software, Grantee shall maintain middleware and database software versions that are always fully compatible with current versions of the Operating System and Application to ensure that security vulnerabilities are not introduced.
  - (4) In the event of drive/media failure, if the drive/media is replaced, it remains with the State and it is the State's responsibility to destroy the drive/media, or the Grantee shall provide written confirmation of the sanitization/destruction of data according to NIST 800-88.
- c. Business Continuity Requirements. The Grantee shall maintain set(s) of documents, instructions, and procedures which enable the Grantee to respond to accidents, disasters, emergencies, or threats without any stoppage or hindrance in its key operations ("Business Continuity Requirements"). Business Continuity Requirements shall include:
- (1) "Disaster Recovery Capabilities" refer to the actions the Grantee takes to meet the Recovery Point and Recovery Time Objectives defined below. Disaster Recovery Capabilities shall meet the following objectives:
    - i. Recovery Point Objective ("RPO"). The RPO is defined as the maximum targeted period in which data might be lost from an IT service due to a major incident: 1 hour
    - ii. Recovery Time Objective ("RTO"). The RTO is defined as the targeted duration of time and a service level within which a business process must be restored after a disaster (or disruption) in order to avoid unacceptable consequences associated with a break in business continuity: 24 hours
  - (2) The Grantee and the Subcontractor(s) shall maintain a documented Disaster Recovery plan and shall share this document with the State when requested. The Grantee and the Subcontractor(s) shall perform at least one Disaster Recovery Test every three hundred sixty-five (365) days. A "Disaster Recovery Test" shall mean the process of verifying the success of the restoration procedures that are executed after a critical IT failure or disruption occurs. The Disaster Recovery Test shall use actual State Data Sets that mirror production data, and success shall be defined as the Grantee verifying that the Grantee can meet the State's RPO and RTO requirements. A "Data Set" is defined as a collection of related sets of information that is composed of separate elements but can be manipulated as a unit by a computer. The Grantee shall provide written confirmation to the State after each Disaster Recovery Test that its Disaster Recovery Capabilities meet the RPO and RTO requirements.
-

#### E.10. Comptroller Audit Requirements.

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

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

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

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

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

- 
- E.11. Personally Identifiable Information. While performing its obligations under this Grant Contract, Grantee may have access to Personally Identifiable Information held by the State ("PII"). For the purposes of this Grant Contract, "PII" includes "Nonpublic Personal Information" as that term is defined in Title V of the Gramm-Leach-Bliley Act of 1999 or any successor federal statute, and the rules and regulations thereunder, all as may be amended or supplemented from time to time ("GLBA") and personally identifiable information and other data protected under any other applicable laws, rule or regulation of any jurisdiction relating to disclosure or use of personal information ("Privacy Laws"). Grantee agrees it shall not do or omit to do anything which would cause the State to be in breach of any Privacy Laws. Grantee shall, and shall cause its

employees, agents and representatives to: (i) keep PII confidential and may use and disclose PII only as necessary to carry out those specific aspects of the purpose for which the PII was disclosed to Grantee and in accordance with this Grant Contract, GLBA and Privacy Laws; and (ii) implement and maintain appropriate technical and organizational measures regarding information security to: (A) ensure the security and confidentiality of PII; (B) protect against any threats or hazards to the security or integrity of PII; and (C) prevent unauthorized access to or use of PII. Grantee shall immediately notify State: (1) of any disclosure or use of any PII by Grantee or any of its employees, agents and representatives in breach of this Grant Contract; and (2) of any disclosure of any PII to Grantee or its employees, agents and representatives where the purpose of such disclosure is not known to Grantee or its employees, agents and representatives. The State reserves the right to review Grantee's policies and procedures used to maintain the security and confidentiality of PII and Grantee shall, and cause its employees, agents and representatives to, comply with all reasonable requests or directions from the State to enable the State to verify or ensure that Grantee is in full compliance with its obligations under this Grant Contract in relation to PII. Upon termination or expiration of the Grant Contract or at the State's direction at any time in its sole discretion, whichever is earlier, Grantee shall immediately return to the State any and all PII which it has received under this Grant Contract and shall destroy all records of such PII.

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

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

**METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY**

Signed by:  
*Sanni Areola*  
0872295CD81A4B1...  
 \_\_\_\_\_  
 Director, Metro Public Health Department

8/26/2025  
 \_\_\_\_\_  
 Date

Signed by:  
*Tené Hamilton Franklin*  
BEBF08BF14D1480...  
 \_\_\_\_\_  
 Chair, Board of Health

8/26/2025  
 \_\_\_\_\_  
 Date

APPROVED AS TO AVAILABILITY OF FUNDS:

*Jennine Reed/npw*  
 \_\_\_\_\_  
 Director, Department of Finance

2/11/2026 | 5:12 PM CST  
 \_\_\_\_\_  
 Date

APPROVED AS TO RISK AND INSURANCE:

*Balogun Cobb*  
 \_\_\_\_\_  
 Director of Risk Management Services

2/12/2026 | 7:51 AM CST  
 \_\_\_\_\_  
 Date

APPROVED AS TO FORM AND LEGALITY:

*Courtney Mohan*  
 \_\_\_\_\_  
 Metropolitan Attorney

2/12/2026 | 7:50 AM CST  
 \_\_\_\_\_  
 Date

FILED:

\_\_\_\_\_  
 Metropolitan Clerk

\_\_\_\_\_  
 Date

DEPARTMENT OF HEALTH:

\_\_\_\_\_  
 Ralph Alvarado, MD, FACP  
 Commissioner

\_\_\_\_\_  
 Date

**ATTACHMENT 1****HL2RTCPRE5F0027****Federal Award Identification Worksheet**

Subrecipient's name (must match name associated with its Unique Entity Identifier (SAM))	NASHVILLE & DAVIDSON COUNTY, METROPOLITAN GOVERNMENT OF
Subrecipient's Unique Entity Identifier (SAM)	LGZLHP6ZHM55
Federal Award Identification Number (FAIN)	NU58DP007124
Federal award date	06/05/2024
Subaward Period of Performance Start and End Date	06/30/2022 – 06/29/2027
Subaward Budget Period Start and End Date	06/30/2024 – 06/29/2025
Assistance Listing number (formerly known as the CFDA number) and Assistance Listing program title.	93.898 Cancer Prevention and Control Programs for State, Territorial and Tribal Organizations
Grant contract's begin date	July 1, 2026
Grant contract's end date	June 30, 2027
Amount of federal funds obligated by this grant contract	\$25,000.00
Total amount of federal funds obligated to the subrecipient	N/A
Total amount of the federal award to the pass-through entity (Grantor State Agency)	\$19,643,473.00
Federal award project description (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA))	Cancer Prevention & Control Programs
Name of federal awarding agency	Centers for Disease Control and Prevention
Name and contact information for the federal awarding official	Ms. Karen Law Grants Management Specialist uep2@cdc.gov 404-498-1360
Name of pass-through entity	Tennessee Department of Health
Name and contact information for the pass-through entity awarding official	Mrs. Crissy Hartsfield MBA crissy.hartsfield@tn.gov 615-741-5253
Is the federal award for research and development?	No
Indirect cost rate for the federal award (See 2 C.F.R. §200.332 for information on type of indirect cost rate)	7.9

## ATTACHMENT 1

**HL8AMCH008F0025**  
**Federal Award Identification Worksheet**

Subrecipient's name (must match name associated with its Unique Entity Identifier (SAM))	NASHVILLE & DAVIDSON COUNTY, METROPOLITAN GOVERNMENT OF
Subrecipient's Unique Entity Identifier (SAM)	LGZLHP6ZHM55
Federal Award Identification Number (FAIN)	B0454577
Federal award date	3/19/2025
Subaward Period of Performance Start and End Date	10/01/2024 – 09/30/2026
Subaward Budget Period Start and End Date	10/01/2024 – 09/30/2026
Assistance Listing number (formerly known as the CFDA number) and Assistance Listing program title.	93.994 Maternal and Child Health Services Block Grant to the States
Grant contract's begin date	July 1, 2026
Grant contract's end date	June 30, 2027
Amount of federal funds obligated by this grant contract	\$115,881.00
Total amount of federal funds obligated to the subrecipient	N/A
Total amount of the federal award to the pass-through entity (Grantor State Agency)	\$5,607,084.00
Federal award project description (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA))	Maternal and Child Health Services
Name of federal awarding agency	Health Resources and Services Administration
Name and contact information for the federal awarding official	Hakeem S Henderson Grants Management Specialist Office of Federal Assistance Management (OFAM) Division of Grants Management Office (DGMO) hhenderson@hrsa.gov (301) 443-1515
Name of pass-through entity	Tennessee Department of Health
Name and contact information for the pass-through entity awarding official	Elizabeth Harvey <a href="mailto:Elizabeth.harvey@tn.gov">Elizabeth.harvey@tn.gov</a> (615)917-9608
Is the federal award for research and development?	No
Indirect cost rate for the federal award (See 2 C.F.R. §200.332 for information on type of indirect cost rate)	0

## ATTACHMENT 1

**Davidson County**  
**Federal Award Identification Worksheet**

Subrecipient's name (must match name associated with its Unique Entity Identifier (SAM))	NASHVILLE & DAVIDSON COUNTY, METROPOLITAN GOVERNMENT OF
Subrecipient's Unique Entity Identifier (SAM)	LGZLHP6ZHM55
Federal Award Identification Number (FAIN)	05-1505TN5MAP
Federal award date	TennCare is a continuing entitlement program that receives quarterly allotments from the federal government, therefore there is no date of award.
Subaward Period of Performance Start and End Date	
Subaward Budget Period Start and End Date	
Assistance Listing number (formerly known as the CFDA number) and Assistance Listing program title.	93.778 Department of Health and Human Services, Title XIX
Grant contract's begin date	July 1, 2026
Grant contract's end date	June 30, 2027
Amount of federal funds obligated by this grant contract	\$233,550.00
Total amount of federal funds obligated to the subrecipient	N/A
Total amount of the federal award to the pass-through entity (Grantor State Agency)	9.0 billion budgeted annually. TennCare is a continuing entitlement program that receives quarterly allotments from the federal government, therefore there is no upper award limit.
Federal award project description (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA))	Medicaid
Name of federal awarding agency	Department of Health and Human Services Center for Medicare and Medicaid Services (CMS) Regional Office
Name and contact information for the federal awarding official	Josh Portz Center for Medicare and Medicaid Services (CMS) <a href="mailto:joshua.portz@cms.hhs.gov">joshua.portz@cms.hhs.gov</a>
Name of pass-through entity	TennCare
Name and contact information for the pass-through entity awarding official	Zane Seals, Chief Financial Officer 310 Great Circle Rd, Nashville, TN 37243 (615) 507-6345 <a href="mailto:zane.seals@tn.gov">zane.seals@tn.gov</a>
Is the federal award for research and development?	No
Indirect cost rate for the federal award (See 2 C.F.R. §200.332 for information on type of indirect cost rate)	N/A

<b>GRANT BUDGET</b>				
<b>WHN Metropolitan Government of Nashville and Davidson County</b>				
<b>APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning July 1, 2026, and ending June 30, 2027.</b>				
	<b>EXPENSE OBJECT LINE-ITEM CATEGORY <sup>1</sup></b>	<b>GRANT CONTRACT</b>	<b>GRANTEE PARTICIPATION</b>	<b>TOTAL PROJECT</b>
	Salaries <sup>2</sup>	\$374,000.00	\$0.00	\$374,000.00
	Benefits & Taxes	\$149,600.00	\$0.00	\$149,600.00
	Professional Fee/ Grant & Award <sup>2</sup>	\$0.00	\$0.00	\$0.00
	Supplies	\$0.00	\$0.00	\$0.00
	Telephone	\$0.00	\$0.00	\$0.00
	Postage & Shipping	\$0.00	\$0.00	\$0.00
	Occupancy	\$0.00	\$0.00	\$0.00
	Equipment Rental & Maintenance	\$0.00	\$0.00	\$0.00
	Printing & Publications	\$0.00	\$0.00	\$0.00
	Travel/ Conferences & Meetings <sup>2</sup>	\$0.00	\$0.00	\$0.00
	Interest <sup>2</sup>	\$0.00	\$0.00	\$0.00
	Insurance	\$0.00	\$0.00	\$0.00
	Specific Assistance To Individuals <sup>2</sup>	\$0.00	\$0.00	\$0.00
	Depreciation <sup>2</sup>	\$0.00	\$0.00	\$0.00
	Other Non-Personnel <sup>2</sup>	\$0.00	\$0.00	\$0.00
	Capital Purchase <sup>2</sup>	\$0.00	\$0.00	\$0.00
	Indirect Cost (3.08% of Salaries & Benefits)	\$16,100.00	\$0.00	\$16,100.00
	In-Kind Expense	\$0.00	\$0.00	\$0.00
	<b>GRAND TOTAL</b>	<b>\$539,700.00</b>	<b>\$0.00</b>	<b>\$539,700.00</b>

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

<sup>2</sup> Applicable detail follows this page if line-item is funded.

**ATTACHMENT #2 (continued)**

(BUDGET PAGE 2)

**GRANT BUDGET LINE-ITEM DETAIL:**

<b>SALARIES</b>	<b>Monthly Salary</b>		<b># of Months</b>		<b>% of Effort</b>		<b>Longevity (If applicable)</b>	<b>AMOUNT</b>
Emily Davis, Nurse Practitioner	10,894.63	x	12	x	80%	+	688	\$105,276.45
Oo Meh, Public Health Nurse	6,836.86	x	12	x	100%	+		\$82,042.32
Patricia Charlemagne, Office Support Representative	4,398.28	x	12	x	100%	+	578	\$53,357.36
Keisha Russell, Program Coordinator	6,144.23	x	12	x	100%	+	935	\$74,665.76
Tracey Hammonds, Program Coordinator	4,885.50	x	12	x	100%	+		\$58,626.00
ROUNDED TOTAL								\$374,000.00



**Invoice Reimbursement Form**

Contract #

Supplier Name

Program Name

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

PO # (Req.)  PO Line # (Req.)  Receipt# (Req.)  Agency Invoice #

Edison Contract#  Edison Vendor#  Edison Address Line #  AP Attachment (check if yes)

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

Contract Invoice#  Invoice Date  Service Start Date  Service End Date

Contract Start Date  Contract End Date

Contact Person Name  Phone#

**Remit Payment to:**

Business Name

Street Address  City  State  ZIP

Budget Line Items	(A) Total Contract Budget	(B) Amount Billed YTD	(C) Monthly Expenditures Due
Salaries			
Benefits			
Professional Fee/Grant/Award			
Supplies			
Telephone			
Postage and Shipping			
Occupancy			
Equipment Rental and Maintenance			
Printing and Publications			
Travel/Conferences and Meetings			
Interest			
Insurance			
Specific Assistance to Individuals			
Depreciation			
Other Non-Personnel			
Capital Purchase			
Indirect Costs			
<b>TOTAL</b>	\$ 0.00	\$ 0.00	\$ 0.00



**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
<b>Totals</b>	\$ 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

## REPORTING TEMPLATE

### Introduction

Reporting Template has three parts:

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

### Schedule Headings

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

### Column Headings

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

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

### Program Columns

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

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

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

## **Do not send a worksheet that is linked to another file**

E-mail completed files to: [policy2013\\_007.amo.health@tn.gov](mailto:policy2013_007.amo.health@tn.gov)

or Mailing Address:

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

Telephone: 615-741-2974

### QUESTIONS:

Angela Sumner: [angela.sumner@tn.gov](mailto:angela.sumner@tn.gov)

Rushdi Eskarous: [rushdi.eskarous@tn.gov](mailto:rushdi.eskarous@tn.gov)

# PROGRAM EXPENSE REPORT (PER) SCHEDULE A

## Purpose/Scope

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

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

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

## Instruction for Expenses by Object Line-Items

### Line 1                      Salaries and Wages

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

References:

[2 CFR Part 200.430](#)  
Form 990 Part IX line 5, 7

### Line 2                      Employee Benefits & Payroll Taxes

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

References:

[2 CFR Part 200.431](#)  
Form 990 Part IX lines 8, 9, 10

### Line 3                      Total Personnel Expenses

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

### Line 4                      Professional Fees

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

References:

[2 CFR Part 200.459](#)

Form 990 Part IX line 11

Line 5                      Supplies

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

References:

[2 CFR Part 200.453](#)

Form 990 Part IX line 13

Line 6                      Telecommunication

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

References:

[2 CFR Part 200.471](#)

Form 990 Part IX line 13

Line 7                      Postage and Shipping

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

References:

[2 CFR Part 200.474](#)

Form 990 Part IX line 13

Line 8                      Occupancy

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

References:

[2 CFR Part 200.465](#)

Form 990 Part IX line 16

Line 9                      Equipment Rental and Maintenance

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

References:

[2 CFR Part 200.452](#)

Form 990 Part IX line 13

Line 10                      Printing and Publications

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

References:

[2 CFR Part 200.461](#)

Form 990 Part IX line 13

## Line 11

## Travel

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

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

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

References:

[2 CFR Part 200.475](#)

Form 990 Part IX line 17

## Line 12

## Conference and Meetings

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

References:

[2 CFR Part 200.432](#)

Form 990 Part IX line 19

## Line 13

## Interest

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

References:

[2 CFR Part 200.449](#)

Form 990 Part IX line 20

## Line 14

## Insurance

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

References:

[2 CFR Part 200.447](#)

Form 990 Part IX line 23

Line 15                      Grants and Awards

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

References:

[2 CFR Part 200.1](#)

Form 990 Part IX line 1

Line 16                      Specific Assistance to Individuals

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

References:

[2 CFR Part 200.456](#)

Form 990 Part IX line 2

Line 17                      Depreciation

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

References:

[2 CFR Part 200.436](#)

Form 990 Part IX line 22

Line 18                      Other Nonpersonnel Expenses

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

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

a) Advertising:

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

References:

[2 CFR Part 200.421](#)

Form 990 Part IX line 12

b) Information Technology:

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

References:

[2 CFR Part 200.1](#)

Form 990 Part IX line 14

c) Bad Debts:

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

References:

[2 CFR Part 200.426](#)

Form 990 Part IX line 24

d) Contingency Provisions:

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

References:

[2 CFR Part 200.433](#)

Form 990 Part IX line 24

e) Fines and Penalties:

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

References:

[2 CFR Part 200.441](#)

Form 990 Part IX line 24

f) Independent Research and Development:

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

References:

[2 CFR Part 200.1](#)

Form 990 Part IX line 24

g) Organization Costs:

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

References:

[2 CFR Part 200.455](#)

Form 990 Part IX line 24

h) Rearrangement and Alteration:

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

References:

[2 CFR Part 200.462](#)

Form 990 Part IX line 24

i) Recruiting:

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

References:

[2 CFR Part 200.463](#)

Form 990 Part IX line 24

j) Taxes:

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

References:

[2 CFR Part 200.470](#)

Form 990 Part IX line 24

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

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

References:

[2 CFR Part 200.454](#)

Form 990 Part IX line 24

Line 19

Total Nonpersonnel Expenses

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

Line 20

Reimbursable Capital Purchases

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

References:

[2 CFR Part 200.439](#)

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

## Line 21 Total Direct Program Expenses

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

Reference:

[2 CFR Part 200.405](#)

[2 CFR Part 200.413](#)

Form 990 Part IX, column B

## Line 22 Administrative Expenses

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

References:

[2 CFR Part 200.414](#)

Form 990 Part IX, Column C

## Line 23 Total Direct Program and Administrative Expenses

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

## Line 24 In-Kind Expenses

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

References:

[2 CFR Part 200.434](#)

Form 990 Part XI line 6

## Line 25 Total Program Expenses

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

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

### Purpose/Scope

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

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

### Instruction for Expenses by Object Line-Items

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

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

### Purpose/Scope

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

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

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

### Instruction for Sources of Revenue

#### • Reimbursable Program Funds

Line 31

Reimbursable Federal Program Funds

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

Reference:  
Form 990 Part VIII 1e

Line 32                      Reimbursable State Program Funds

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

Reference:  
Form 990 Part VIII 1e

Line 33                      Total Reimbursable Program Funds

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

• Matching Revenue Funds

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

Line 34                      Other Federal Funds

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

Reference:  
Form 990 Part VIII 1e

Line 35                      Other State Funds

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

Reference:  
Form 990 Part VIII 1e

Line 36                      Other Government Funds

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

Reference:  
Form 990 Part VIII 1e

Line 37                      Cash Contributions (Nongovernment)

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

References:  
Form 990 Part VIII 1f

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

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

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

References:

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

Line 39                      Program Income

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

Reference:

Form 990 Part VIII line 2a to 2f

Line 40                      Other Matching Revenue

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

References:

Form 990 Part VIII 3 through 11e

Line 41                      Total Matching Revenue Funds

Add lines 34 through 40.

Line 42                      Other Program Funds

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

References:

Form 990 Part VIII 1a through 11e

Line 43                      Total Revenue

Add lines 33, 41, and 42.

References:

Form 990 Part VIII 12

## Instruction for Reconciliation Between Total and Reimbursable Expenses

Line 51                      Total Program Expenses

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

Line 52                      Other Unallowable Expenses

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

Line 53                      Excess Administration

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

Line 54                      Matching Expenses

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

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

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

Line 56                      Total Reimbursement To Date

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

Line 57                      Difference (Line 55 minus Line 56)

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

Line 58                      Advances

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

Line 59                      This Reimbursement (Line 57 minus 58)

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

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

## **Purpose/Scope**

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

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

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

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

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

# **TOTAL EXPENSE SUMMARY REPORT Schedule C**

## **Purpose/Scope**

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

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

## Instruction for Expenses by Object Line-Items

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

## Instruction for Columns

### Total Direct Program Expenses Column

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

### Total Nongrant/Unallowable Expenses Column

The nongrant/unallowable expense column includes the following expenses:

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

### Total Administrative Expenses Column

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

### Grand Total Column

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

STATE OF TENNESSEE  
PROGRAM EXPENSE REPORT

Schedule A

Page # of # Pages:

Contractor/Grantee Name:

Report Period:

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

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

STATE OF TENNESSEE  
PROGRAM EXPENSE REPORT

Schedule A-Q1-Q4

Page # of # Pages:

Contractor/Grantee Name:

Report Period:

Contracting State Agency:

Program Name:

Assistance Listing Number/Program Number:

Edison Contract Number:

Grant/Contract Term:

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

**STATE OF TENNESSEE  
NONGRANT/UNALLOWABLE EXPENSE REPORT**

Schedule A-1

Page # of # Pages:

Contractor/Grantee Name:

Report Period:

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

**B**

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



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

Schedule B

Page # of # Pages:

Contractor/Grantee Name:

Report Period:

<b>Contracting State Agency:</b>	<input style="width: 95%; height: 15px;" type="text"/>	<input style="width: 95%; height: 15px;" type="text"/>
<b>Program Name:</b>	A	B
<b>Assistance Listing Number/Program Number:</b>	<input style="width: 95%; height: 15px;" type="text"/>	<input style="width: 95%; height: 15px;" type="text"/>
<b>Edison Contract Number:</b>	<input style="width: 95%; height: 15px;" type="text"/>	<input style="width: 95%; height: 15px;" type="text"/>
<b>Grant/Contract Term:</b>	<input style="width: 95%; height: 15px;" type="text"/>	<input style="width: 95%; height: 15px;" type="text"/>

Line Item #	Sources Of Revenue	Quarter To Date	Year To Date	Quarter To Date	Year To Date
Reimbursable Program Funds:					
31	Reimbursable Federal Program Funds (Line 23)	<input style="width: 95%; height: 15px;" type="text"/>			
32	Reimbursable State Program Funds (Line 23)	<input style="width: 95%; height: 15px;" type="text"/>			
33	<b>Total Reimbursable Program Funds (equals line 55)</b>	0.00	0.00	0.00	0.00
Matching Revenue Funds:					
34	Other Federal Funds	<input style="width: 95%; height: 15px;" type="text"/>			
35	Other State Funds	<input style="width: 95%; height: 15px;" type="text"/>			
36	Other Government Funds	<input style="width: 95%; height: 15px;" type="text"/>			
37	Cash Contributions (non-government)	<input style="width: 95%; height: 15px;" type="text"/>			
38	In-Kind Contributions (equals line 24)	0.00	0.00	0.00	0.00
39	Program Income	<input style="width: 95%; height: 15px;" type="text"/>			
40	Other Matching Revenue	<input style="width: 95%; height: 15px;" type="text"/>			
41	<b>Total Matching Revenue Funds (lines 34 - 40)</b>	0.00	0.00	0.00	0.00
42	Other Program Funds	<input style="width: 95%; height: 15px;" type="text"/>			
43	<b>Total Revenue (lines 33, 41, &amp; 42)</b>	0.00	0.00	0.00	0.00
<b>Reconciliation Between Total and Reimbursable Expenses</b>					
51	Total Program Expenses (line 25)	0.00	0.00	0.00	0.00
52	Subtract Other Unallowable Expenses (contractual)	<input style="width: 95%; height: 15px;" type="text"/>			
53	Subtract Excess Administration Expenses (contractual)	<input style="width: 95%; height: 15px;" type="text"/>			
54	Subtract Matching Expenses (equals line 41)	0.00	0.00	0.00	0.00
55	Reimbursable Expenses (line 51 minus lines 52,53,54)	0.00	0.00	0.00	0.00
56	Total Reimbursement To Date	<input style="width: 95%; height: 15px;" type="text"/>			
57	Difference (line 55 minus line 56)	0.00	0.00	0.00	0.00
58	Advances	<input style="width: 95%; height: 15px;" type="text"/>			
59	This reimbursement (line 57 minus line 58)	0.00	0.00	0.00	0.00

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

Schedule B-1

Page # of # Pages:

Contractor/Grantee Name:

Report Period:

<b>Contracting State Agency:</b>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>
<b>Program Name:</b>	A	B
<b>Assistance Listing Number/Program Number:</b>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>
<b>Edison Contract Number:</b>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>
<b>Grant/Contract Term:</b>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>

Line Item #	Sources Of Revenue	Quarter To Date	Year To Date	Quarter To Date	Year To Date
Reimbursable Nongrant Funds:					
31	Reimbursable Federal Program Funds (Line 23)	<input style="width: 95%;" type="text"/>			
32	Reimbursable State Program Funds (Line 23)	<input style="width: 95%;" type="text"/>			
33	<b>Total Reimbursable Nongrant Funds (equals line 55)</b>	0.00	0.00	0.00	0.00
Matching Revenue Funds:					
34	Other Federal Funds	<input style="width: 95%;" type="text"/>			
35	Other State Funds	<input style="width: 95%;" type="text"/>			
36	Other Government Funds	<input style="width: 95%;" type="text"/>			
37	Cash Contributions (non-government)	<input style="width: 95%;" type="text"/>			
38	In-Kind Contributions (equals line 24)	0.00	0.00	0.00	0.00
39	Program Income	<input style="width: 95%;" type="text"/>			
40	Other Matching Revenue	<input style="width: 95%;" type="text"/>			
41	<b>Total Matching Revenue Funds (lines 34 - 40)</b>	0.00	0.00	0.00	0.00
42	Other Program Funds	<input style="width: 95%;" type="text"/>			
43	<b>Total Revenue (lines 33, 41, &amp; 42)</b>	0.00	0.00	0.00	0.00
<b>Reconciliation Between Total and Reimbursable Expenses</b>					
51	Total Nongrant Expenses (line 25)	0.00	0.00	0.00	0.00
52	Subtract Other Unallowable Expenses (contractual)	<input style="width: 95%;" type="text"/>			
53	Subtract Excess Administration Expenses (contractual)	<input style="width: 95%;" type="text"/>			
54	Subtract Matching Expenses (equals line 41)	0.00	0.00	0.00	0.00
55	Reimbursable Expenses (line 51 minus lines 52,53,54)	0.00	0.00	0.00	0.00
56	Total Reimbursement To Date	<input style="width: 95%;" type="text"/>			
57	Difference (line 55 minus line 56)	0.00	0.00	0.00	0.00
58	Advances	<input style="width: 95%;" type="text"/>			
59	This reimbursement (line 57 minus line 58)	0.00	0.00	0.00	0.00

**STATE OF TENNESSEE  
TOTAL EXPENSE SUMMARY REPORT**

Schedule C

Page # of # Pages:

Contractor/Grantee Name:

Report Period:

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

## 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, any activities that were not completed)*

---

**Submit one copy to:**

**Ashlee Johnson, BSN, RN, CPM | Family Planning Director; Reproductive & Women's Health, TN Department of Health;**

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

**[fa.audit@tn.gov](mailto:fa.audit@tn.gov), TN Department of Finance and Administration**



**METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY**

FREDDIE O'CONNELL  
MAYOR

WALLACE W. DIETZ,  
DIRECTOR OF LAW

DEPARTMENT OF LAW  
METROPOLITAN COURTHOUSE, SUITE 108  
P.O. BOX 196300  
NASHVILLE, TENNESSEE 37219-6300  
(615) 862-6341 • (615) 862-6352 FAX

February 11, 2026

Ashlee Johnson, Family Planning Director  
Andrew Johnson Tower, 7<sup>th</sup> Floor  
710 James Robertson Pkwy  
Nashville, TN 37243  
CHS.Presumptives@tn.gov

Ms. Johnson,

This letter serves as written notice to the State regarding compliance with the Debarment and Suspension clause in the grant contract. That clause requires the grantee to certify that it “ha[s] 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.” We provide this correspondence as a way of explanation. It does not constitute an amendment to the grant.

On March 25, 2025, the Health Department of the Metropolitan Government of Nashville and Davidson County (“Metro”) received a notification from the Centers for Disease Control and Prevention (“CDC”) that a Community Healthcare Workers grant was terminated “for cause” due to the end of the Covid-19 pandemic. The notification did not indicate any wrongdoing on the part of Metro that prompted the termination.

On April 24, 2025, Metro filed a lawsuit against the CDC challenging the illegal termination of the above-mentioned grant, including the “for cause” termination designation. On June 17, 2025, the Court granted a preliminary injunction preventing the CDC from enforcing the termination of the grant. Subsequently, the CDC paid all grants in full. Metro interprets that to be a rescission of the termination for cause.

If you require any further information, please let us know.

Sincerely,

A handwritten signature in blue ink that reads "Wallace W. Dietz".

Wallace W. Dietz, Director of Law  
Metropolitan Government of Nashville and  
Davidson County



**METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY**

FREDDIE O'CONNELL  
MAYOR

WALLACE W. DIETZ.  
DIRECTOR OF LAW

DEPARTMENT OF LAW  
METROPOLITAN COURTHOUSE, SUITE 108  
P.O. BOX 196300  
NASHVILLE, TENNESSEE 37219-6300  
(615) 862-6341 • (615) 862-6352 FAX

February 11, 2026

Ashlee Johnson, BSN, RN, CPM  
Family Planning Director  
Reproductive & Women's Health  
Division of Family Health and Wellness  
Andrew Johnson Tower, 7<sup>th</sup> Floor  
710 James Robertson Pkwy., Nashville, TN 37243  
CHS.Presumptives@tn.gov

Dear Ms. Johnson:

As you may know, the Metropolitan Government of Nashville and Davidson County is accepting the Presumptive Eligibility and Navigation Services Grant (Agency Tracking # 34347-05027). I am writing to inform you that Metro Nashville has challenged certain terms and conditions issued by the Department of Health and Human Services and has received a preliminary injunction preventing HHS from imposing or enforcing these terms and conditions as to Metro Nashville. *See King County, et al. v. Turner, et al.*, 2:25-cv-00814 (W.D. Wash. January 21, 2026).

Please let me know if you have any questions or concerns.

Sincerely,

A handwritten signature in blue ink that reads "Wallace W. Dietz".

Wallace W. Dietz, Director of Law  
Metropolitan Government of Nashville and Davidson County