
GRANT SUMMARY SHEET

Grant Name: Tobacco Prevention & Cessation Services 23-25 Amend 1

Department: HEALTH DEPARTMENT

Grantor: TENNESSEE DEPARTMENT OF HEALTH

**Pass-Through Grantor
(If applicable):**

Total Award this Action: \$0.00

Cash Match Amount \$0.00

Department Contact: Brad Thompson
340-0407

Status: AMENDMENT

Program Description:

This contract is a continuation of the Tobacco Master Settlement Letter of Agreement dated 2/1/14. The program goal is to improve the health of those residing in or visiting Davidson County through targeted strategies to prevent and control the use of all tobacco products. The initiative will focus on reducing smoking during pregnancy, prevention of youth initiating usage of nicotine products and the prevention of second-hand smoke exposure in children. Amendment #1 updates the scope and modifies various terms for Reporting, Procurement and State interest in Capital Purchases. It also adds new terms for Grantee Hosted Confidential Data, Audit and Other Requirements and Personally Identifiable Information.

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 type="radio"/> Contract Amendment <input checked="" type="radio"/>				
Department	Dept. No.	Contact	Phone	Fax
HEALTH DEPARTMENT ▼	038	Brad Thompson	340-0407	
Grant Name: Tobacco Prevention & Cessation Services 23-25 Amend 1				
Grantor: TENNESSEE DEPARTMENT OF HEALTH ▼		Other:		
Grant Period From:	07/01/23	(applications only) Anticipated Application Date:		
Grant Period To:	06/30/25	(applications only) Application Deadline:		
Funding Type:	STATE ▼	Multi-Department Grant <input type="checkbox"/> → If yes, list below.		
Pass-Thru:	▼	Outside Consultant Project: <input type="checkbox"/>		
Award Type:	FORMULA ▼	Total Award: \$0.00		
Status:	AMENDMENT ▼	Metro Cash Match: \$0.00		
Metro Category:	Est. Prior. ▼	Metro In-Kind Match: \$0.00		
CFDA #	N/A	Is Council approval required? <input checked="" type="checkbox"/>		
Project Description:		Applic. Submitted Electronically? <input type="checkbox"/>		
This contract is a continuation of the Tobacco Master Settlement Letter of Agreement dated 2/1/14. The program goal is to improve the health of those residing in or visiting Davidson County through targeted strategies to prevent and control the use of all tobacco products. The initiative will focus on reducing smoking during pregnancy, prevention of youth initiating usage of nicotine products and the prevention of second-hand smoke exposure in children. Amendment #1 updates the scope and modifies various terms for Reporting, Procurement and State interest in Capital Purchases. It also adds new terms for Grantee Hosted Confidential Data, Audit and Other Requirements and Personally Identifiable Information.				
Plan for continuation of service after expiration of grant/Budgetary Impact:				
Services will be discontinued.				
How is Match Determined?				
Fixed Amount of \$		or	% of Grant	
			Other: <input type="checkbox"/>	
Explanation for "Other" means of determining match:				
For this Metro FY, how much of the required local Metro cash match:				
Is already in department budget?			Fund	Business Unit
Is not budgeted?			Proposed Source of Match:	
(Indicate Match Amount & Source for Remaining Grant Years in Budget Below)				
Other:				
Number of FTEs the grant will fund:		1.30	Actual number of positions added: 0.00	
Departmental Indirect Cost Rate		24.43%	Indirect Cost of Grant to Metro: \$63,518.00	
*Indirect Costs allowed? <input checked="" type="radio"/> Yes <input type="radio"/> No % Allow.		9.92%	Ind. Cost Requested from Grantor: \$25,800.00 in budget	
*(If "No", please attach documentation from the grantor that indirect costs are not allowable. See Instructions)				
Draw down allowable? <input type="checkbox"/>				
Metro or Community-based Partners:				

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	FY24	\$0.00	\$130,000.00	\$0.00	\$0.00		\$0.00	\$130,000.00	\$31,759.00	\$12,700.00
Yr 2	FY25	\$0.00	\$130,000.00	\$0.00	\$0.00		\$0.00	\$130,000.00	\$31,759.00	\$13,100.00
Yr 3										
Yr 4										
Yr 5										
Total		\$0.00	\$260,000.00	\$0.00	\$0.00		\$0.00	\$260,000.00	\$63,518.00	\$25,800.00
Date Awarded:		02/12/24		Tot. Awarded:		\$0.00		Contract#: GG-24-77619		
(or) Date Denied:				Reason:						
(or) Date Withdrawn:				Reason:						

Contact: juanita.paulsen@nashville.gov
vaughn.wilson@nashville.gov

JP

**AMENDMENT ONE
OF GRANT CONTRACT GG-24-77619**

This Grant Contract Amendment is made and entered by and between the State of Tennessee, Department of Health, hereinafter referred to as the "State" and the Metropolitan Government of Nashville and Davidson County, hereinafter referred to as the "Grantee." It is mutually understood and agreed by and between said, undersigned contracting parties that the subject Grant Contract is hereby amended as follows:

1. Grant Contract section A. Scope of Services and Deliverables is deleted in its entirety and replaced with the following:
 - A.1. The Grantee shall provide the scope of services and deliverable ("Scope") as required, described, and detailed in this Grant Contract.
 - A.2. Service Definitions
 - a. Accrual means a charge for work that has been done but not yet invoiced, for which provision is made at the end of a financial period.
 - b. Agency Lead means the designated staff member that oversees the implementation of the program.
 - c. Behavioral Health Systems is any healthcare provider that serves an individual with a mental health condition including substance use disorders.
 - d. Incentive Voucher is a \$25 voucher provided to a prenatal smoking cessation program participant.
 - e. Mass Reach Health Communication refers to the various means by which public health information reaches large numbers of people.
 - f. Pregnancy Smoking Cessation Program means a program providing education and support to assist pregnant women in quitting tobacco who currently use tobacco products or used tobacco products within three (3) months of becoming pregnant.
 - g. Postpartum is the period of time following childbirth, after delivery.
 - h. Success Story means written documentation, provided to the State by the Contractor, of a successful completion of the Pregnancy Smoking Cessation Program
 - i. TUPCP means Tobacco Use Prevention and Control Program.
 - A.3. Service Goals. To improve the health of the citizens of Davidson County by preventing and controlling the use of tobacco and tobacco products.
 - A.4. Service Recipients Individuals who live in or visit Davidson County
 - A.5. Service Description. The Grantee shall:
 - a. Provide and maintain appropriate staff to serve as the Coordinator and/or Health Educator for the purpose of planning, administering, and monitoring county, regionals and/or local tobacco prevention from July 1, 2024 through June 30, 2025.

- b. Develop a comprehensive Annual Work Plan of SMART (Specific, Measurable, Attainable, Realistic, Timely), objectives for the TUPCP goals and submit no later than July 31, 2024 respectively. The Grantee shall implement at minimum, the interventions listed under each goal listed below.

Goal 1: Prevent initiation of tobacco and emerging tobacco products among youth and young adults.

Goal 2: Promote quitting among youth, young adults, and pregnant women.

Goal 3: Eliminate nonsmokers' exposure to secondhand smoke.

Goal 4: Engage Behavioral Health Systems to implement screening, treatment, and tobacco-free campus policies.

Goal 5: Mass-Reach Health Communications.

- c. Provide an agency lead who shall administer and oversee the Pregnancy Smoking Cessation Program in Davidson County.
- d. Identify local healthcare/community program referral agencies and educate them on how to refer pregnant smoking women to Davidson County's Pregnancy Smoking Cessation Program.
- e. Screen all pregnant participant served by the county agency for smoking status and shall offer to enroll eligible participants in the Pregnancy Smoking Cessation Program.
- f. Provide at least four (4) prenatal cessation counseling sessions to participants enrolled in the Pregnancy Smoking Cessation Program and shall use a carbon monoxide monitor to test and screen smoking status at each prenatal session, documenting the results. The Contractor shall provide at minimum a twenty-five-dollar (\$25.00) incentive voucher if the participant is smoke-free in the third (3rd) and fourth (4th) counseling session, and/or provide additional cessation education where necessary.
- g. Use a carbon monoxide monitor, for up to twelve (12) months postpartum, to test and screen enrolled participants each month following delivery, documenting smoking status.
- h. Provide a minimum of a twenty-five-dollar (\$25.00) incentive voucher if the participant is smoke-free, and/or provide additional cessation education on quitting where necessary.
- i. Enroll one (1) household member where applicable, for up to twelve (12) months, and provide an additional voucher to enrolled participant in postpartum when the household member tests smoke-free.
- j. Ensure a secure system for maintaining vouchers and documenting distribution and redemption.
- k. Participate in trainings, educational webinars, and periodic conference calls provided by the State for Pregnancy Smoking Cessation program updates and information.
- l. Provide success stories of participants enrolled in the Pregnancy Smoking Cessation program for sustainability and earned media messaging.

- m. Receive and respond to referrals from outside agencies within three (3) business days.
- n. Submit data to the State's Pregnancy Smoking Cessation Program Director on the fifth (5th) day of every month in a format provided by the State.

A.6. Service Reporting.

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

Period Covered	Reports Due
July 1, 2024-August 31, 2024	September 15, 2024
September 1, 2024-November 30, 2024	December 15, 2024
December 1, 2024-February 28, 2025	March 15, 2025
March 1, 2025-May 31, 2025	June 15, 2025
June 1, 2025-August 31, 2025	September 15, 2025
September 1, 2025-November 30, 2025	December 15, 2025
December 1, 2025-February 28, 2026	March 15, 2026
March 1, 2026- June 30, 2026	June 30, 2026

A.7. 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.8. No funds awarded under this Grant Contract shall be used for lobbying federal, state, or local officials.

A.9. 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.10. HIPAA Compliance

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

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

A.11. The Grantee shall limit resources to US-based (onshore) resources only.

2. Grant Contract section D.18. is deleted in its entirety and replaced with the following:

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 (**Attachment 4**) to the Grant Contract.

3. Grant Contract section D.19. is deleted in its entirety and replaced with the following:

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.

4. Grant Contract section D.20. is deleted in its entirety and replaced with the following:

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 one hundred dollars (\$100.00).

5. Grant Contract section D.27. is deleted in its entirety and replaced with the following:

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 one hundred dollars (\$100.00). 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.

6. The following is added as Grant Contract section E.6.

E.6. Grantee Hosted Services Confidential Data, Audit, and Other Requirements.

- a. "Confidential State Data" is defined as data deemed confidential by State or Federal statute or regulation. The Grantee shall protect Confidential State Data as follows:
- (1) The Grantee shall ensure that all Confidential State Data is housed in the continental United States, inclusive of backup data.
 - (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 (current applicable version) validated encryption technologies. The State shall control all access to encryption keys. The Grantee shall provide installation and maintenance support at no cost to the State.
 - (3) The Grantee and the Grantee's processing environment containing Confidential State Data shall either (1) be in accordance with at least one of the following security standards: (i) International Standards Organization ("ISO") 27001; (ii) Federal Risk and Authorization Management Program ("FedRAMP"); or (2) be subject to an annual engagement by a CPA firm in accordance with the standards of the American Institute of Certified Public Accountants ("AICPA") for a System and Organization Controls for service organizations ("SOC") Type II audit. The State shall approve the SOC audit control objectives. The Grantee shall provide proof of current ISO certification or FedRAMP authorization for the Grantee and subcontractor(s), or provide the State with the Grantee's and subcontractor's annual SOC Type II audit report within 30 days from when the CPA firm provides the audit report to the Grantee or subcontractor. The Grantee shall submit corrective action plans to the State for

any issues included in the audit report within 30 days after the CPA firm provides the audit report to the Grantee or subcontractor.

If the scope of the most recent SOC audit report does not include all of the current State fiscal year, upon request from the State, the Grantee must provide to the State a letter from the Grantee or subcontractor stating whether the Grantee or subcontractor made any material changes to their control environment since the prior audit and, if so, whether the changes, in the opinion of the Grantee or subcontractor, would negatively affect the auditor's opinion in the most recent audit report.

No additional funding shall be allocated for these certifications, authorizations, or audits as these are included in the Maximum Liability of this Contract.

- (4) The Grantee must annually perform Penetration Tests and Vulnerability Assessments against its Processing Environment. "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 allow the State, at its option, to perform Penetration Tests and Vulnerability Assessments on the Processing Environment.
- (5) 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.
- (6) Upon termination of this Contract and in consultation with the State, the Grantee 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 State's Enterprise Information Security Policies as amended periodically. The State's Enterprise Information Security Policies document is found at the following URL: <https://www.tn.gov/finance/strategic-technology-solutions/strategic-technology-solutions/sts-security-policies.html>.
- (2) The Grantee agrees to maintain the Application so that it will run on a current, manufacturer-supported Operating System. "Operating System" shall mean the software that supports a computer's basic functions, such as scheduling tasks, executing applications, and controlling peripherals.
- (3) If the Application requires middleware or database software, Grantee shall maintain middleware and database software versions that are at all times fully compatible with current versions of the Operating System and Application to ensure that security vulnerabilities are not introduced.

c. Comptroller Audit Requirements

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 maintain and cause its subcontractors to maintain a complete audit trail of all transactions and activities in connection with this Grant Contract. 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 information technology control audit may include a review of general controls and application controls. General controls are the policies and procedures that apply to all or a large segment of the Grantee's or subcontractor's information systems and applications and include controls over security management, access controls, configuration management, segregation of duties, and contingency planning. Application controls are directly related to the application and help ensure that transactions are complete, accurate, valid, confidential, and available. The audit shall include the Grantee's and subcontractor's compliance with the State's Enterprise Information Security Policies and all applicable requirements, laws, regulations or policies.

The audit may include interviews with technical and management personnel, physical inspection of controls, and review of paper or electronic documentation.

For any audit issues identified, the Grantee and subcontractor(s) shall provide a corrective action plan to the State within 30 days from the Grantee or subcontractor receiving the audit report.

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

d. 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: twenty-four (24) hours.
 - ii. Recovery Time Objective ("RTO"). The RTO is defined as the targeted duration of time and a service level within which a business process must be restored after a disaster (or disruption) in order to avoid unacceptable consequences associated with a break in business continuity: seventy-two (72) hours.
- (2) 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 Recover Test that its Disaster Recovery Capabilities meet the RPO and RTO requirements.

7. The following is added as Grant Contract section E.7.

E.7. 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.

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

Amendment Effective Date. The revisions set forth herein shall be effective ten (10) days following the last signature. All other terms and conditions of this Grant Contract not expressly amended herein shall remain in full force and effect.

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

METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

DocuSigned by:

 0469AC21E1CC408...

 Director
 Metro Public Health Department
 2/12/2024

 Date

DocuSigned by:

 BEBF0BBF14D14B9...

 Chair, Board of Health
 2/12/2024

 Date

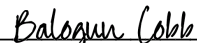
APPROVED AS TO AVAILABILITY OF FUNDS:



 Director, Department of Finance
 5/13/2024 | 2:32 PM CDT

 Date

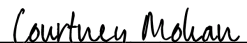
APPROVED AS TO RISK AND INSURANCE:



 Director of Risk Management Services
 5/14/2024 | 1:39 PM CDT

 Date

APPROVED AS TO FORM AND LEGALITY:



 Metropolitan Attorney
 5/14/2024 | 1:35 PM CDT

 Date

 Metropolitan Mayor

 Date

ATTEST:

 Metropolitan Clerk

 Date

DEPARTMENT OF HEALTH:

Ralph Alvarado, MD, FACP
COMMISSIONER

Date


Certificate Of Completion

Envelope Id: 1D91787B29A74CCCA0FCCC9FA26FB9C5	Status: Completed
Subject: Complete with DocuSign: Health-TobaccoPrevention&CessationServices 23-25 Amend 1 Ready.pdf	
Source Envelope:	
Document Pages: 16	Signatures: 6
Certificate Pages: 15	Initials: 1
AutoNav: Enabled	Envelope Originator:
Envelope Stamping: Enabled	Juanita Paulson
Time Zone: (UTC-06:00) Central Time (US & Canada)	730 2nd Ave. South 1st Floor
	Nashville, TN 37219
	Juanita.Paulsen@nashville.gov
	IP Address: 170.190.198.185

Record Tracking

Status: Original	Holder: Juanita Paulson	Location: DocuSign
5/13/2024 11:35:00 AM	Juanita.Paulsen@nashville.gov	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Metropolitan Government of Nashville and Davidson County	Location: DocuSign


Signer Events

Signer Events	Signature	Timestamp
Rose Wood		Sent: 5/13/2024 11:40:27 AM
rose.wood@nashville.gov		Viewed: 5/13/2024 12:32:20 PM
Finance Admin		Signed: 5/13/2024 12:32:34 PM
Metro Finance Dept. OMB	Signature Adoption: Pre-selected Style	
Security Level: Email, Account Authentication (None)	Using IP Address: 170.190.198.185	

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Aaron Pratt		Sent: 5/13/2024 12:32:35 PM
Aaron.Pratt@nashville.gov		Viewed: 5/13/2024 1:18:05 PM
Security Level: Email, Account Authentication (None)		Signed: 5/13/2024 1:18:12 PM
	Signature Adoption: Pre-selected Style	
	Using IP Address: 170.190.198.185	


Electronic Record and Signature Disclosure:
Accepted: 5/13/2024 1:18:05 PM
ID: fefb66ce-971a-4e36-805e-280b55341836



Kevin Crumbo/mjw		Sent: 5/13/2024 1:18:13 PM
MaryJo.Wiggins@nashville.gov		Viewed: 5/13/2024 2:32:18 PM
Security Level: Email, Account Authentication (None)		Signed: 5/13/2024 2:32:54 PM
	Signature Adoption: Pre-selected Style	
	Using IP Address: 170.190.198.100	

Electronic Record and Signature Disclosure:
Accepted: 5/13/2024 2:32:18 PM
ID: 58396b11-b54d-4763-bbbd-86f87b3f8bbb

Courtney Mohan		Sent: 5/13/2024 2:32:55 PM
Courtney.Mohan@nashville.gov		Viewed: 5/14/2024 1:26:12 PM
Security Level: Email, Account Authentication (None)		Signed: 5/14/2024 1:35:17 PM
	Signature Adoption: Pre-selected Style	
	Using IP Address: 170.190.198.185	

Electronic Record and Signature Disclosure:

Signer Events	Signature	Timestamp
Accepted: 5/14/2024 1:26:12 PM ID: ce50ed2d-00c3-4aeb-b2e7-b9ab11ef4476		
Balogun Cobb balogun.cobb@nashville.gov Security Level: Email, Account Authentication (None)		Sent: 5/14/2024 1:35:18 PM Viewed: 5/14/2024 1:37:38 PM Signed: 5/14/2024 1:39:02 PM
Electronic Record and Signature Disclosure: Accepted: 5/14/2024 1:37:38 PM ID: e89e0694-ad48-44fd-9037-22000c8923c0	Signature Adoption: Pre-selected Style Using IP Address: 166.196.89.138 Signed using mobile	

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Danielle Godin Danielle.Godin@nashville.gov Security Level: Email, Account Authentication (None)		Sent: 5/14/2024 1:39:04 PM Viewed: 5/14/2024 2:47:27 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Sally Palmer sally.palmer@nashville.gov Security Level: Email, Account Authentication (None)		Sent: 5/14/2024 1:39:06 PM Viewed: 5/14/2024 1:42:11 PM
Electronic Record and Signature Disclosure: Accepted: 5/14/2024 11:43:33 AM ID: 14d123d0-738f-4371-acb4-18a807188299		

Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	5/13/2024 11:40:27 AM
Certified Delivered	Security Checked	5/14/2024 1:37:38 PM
Signing Complete	Security Checked	5/14/2024 1:39:02 PM
Completed	Security Checked	5/14/2024 1:39:06 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		