Docusign Envelope ID: 72CA26BA-23DC-8F32-8343-3038356B1ED3

LEGISLATIVE TRACKING FORM

Filing for Council Meeting Date: 07/21/26 ☑ **Resolution** ☐ **Ordinance**

Contact/Prepared By: Tammy Hunt **Date Prepared:** 06/18/26

Title (Caption): GNRC Transportation Program 27 Application

Application from GNRC for the Transportation Grant to provide to transportation to and from congregate sites and doctor visits for participants of the Nutrition Program

Submitted to Planning Commission? ☑ **N/A** ☐ **Yes-Date:** _____ **Proposal No:** _____

Proposing Department: Social Services **Requested By:** Renee Pratt

Affected Department(s): Social Services **Affected Council District(s):** All

Legislative Category (check one):

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

FINANCE **Amount +/-: $** $ 1,263,306.00 **Match: $** $ 105,572.22

Funding Source:

Capital Improvement Budget	Judgments and Losses
Capital Outlay Notes	Local Government Investment Project
Departmental/Agency Budget	Revenue Bonds
Funds to Metro	Self-Insured Liability
General Obligation Bonds	Solid Waste Reserve
Grant	Unappropriated Fund Balance
Increased Revenue Sources	4% Fund
	Other: _____

Approved by OMB: Aaron Pratt JE Date to Finance Director's Office: _____

Approved by Finance/Accounts: _____ **APPROVED BY**

Approved by Div Grants Coordination: Juanita Paulsen **FINANCE DIRECTOR'S OFFICE:** _____

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

Department of Law – White Copy ***Administration –Yellow Copy*** ***Finance Department - Pink Copy***

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GRANT APPLICATION SUMMARY SHEET

Grant Name:	GNRC Transportation Program 27
Department:	SOCIAL SERVICES
Grantor:	U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES
Pass-Through Grantor (If applicable):	GREATER N'VILLE REG. COUNCIL
Total Applied For	$1,263,306.00
Metro Cash Match:	$105,572.22
Department Contact:	Tammy Hunt 862-6406
Status:	CONTINUATION

Program Description:

This is a continuation of the Transportation Grant that works in conjuction with the Nutrition Grant Social Services has had with GNRC for over 30 years. This grant provides transportation to participants at congregate sites throughout Nashville and Davidson County that are unable to get to Nutrition sites through their own means.

Plan for continuation of services upon grant expiration:

None

APPROVED AS TO AVAILABILITY OF FUNDS:

Jennifer Reed/mjw 7/15/2026 | 5:47 PM CDT

Director of Finance **Date**

APPROVED AS TO FORM AND LEGALITY:

Matthew Garth 7/16/2026 | 8:45 AM CDT

Metropolitan Attorney **Date**

APPROVED AS TO RISK AND INSURANCE:

Balogun Cobb 7/16/2026 | 8:50 AM CDT

Director of Risk Management Services **Date**

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Grants Tracking Form

Part One

Pre-Application ○ **Application** ◉ **Award Acceptance** ○ **Contract Amendment** ○

Department	Dept. No.	Contact	Phone	Fax
SOCIAL SERVICES	037	Tammy Hunt	862-6406	

Grant Name:	GNRC Transportation Program 27		
Grantor:	U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES	**Other:**	
Grant Period From:	07/01/26	(applications only) **Anticipated Application Date:**	
Grant Period To:	06/30/27	(applications only) **Application Deadline:**	
Funding Type:	FED PASS THRU	**Multi-Department Grant** ☐ → **If yes, list below.**	
Pass-Thru:	GREATER N'VILLE REG. COUNCIL	**Outside Consultant Project:** ☐	
Award Type:	COMPETITIVE	**Total Award:**	$1,263,306.00
Status:	CONTINUATION	**Metro Cash Match:**	$105,572.22
Metro Category:	Est. Prior.	**Metro In-Kind Match:**	$0.00
CFDA #	44,93.045,93.052,93	**Is Council approval required?**	☑
Project Description:		**Applic. Submitted Electronically?**	☐

This is a continuation of the Transportation Grant that works in conjuction with the Nutrition Grant Social Services has had with GNRC for over 30 years. This grant provides transportation to participants at congregate sites throughout Nashville and Davidson County that are unable to get to Nutrition sites through their own means.

Plan for continuation of service after expiration of grant/Budgetary Impact:

None

How is Match Determined?

Fixed Amount of $	$0.00	**or**	10.0%	**% of Grant**	**Other:** ☐	

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?	N/A	**Fund**	10101	**Business Unit**	1037122300
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:	0.00	**Actual number of positions added:**	0.00	
Departmental Indirect Cost Rate	42.12%	**Indirect Cost of Grant to Metro:**	$576,571.51	
***Indirect Costs allowed?** ○ Yes ◉ No **% Allow.**	0.00%	**Ind. Cost Requested from Grantor:**	$0.00	**in budget**

***(If "No", please attach documentation from the grantor that indirect costs are not allowable. See Instructions)**

Draw down allowable? ☐

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	**FY27**	**$1,263,306.00**			$105,572.22	10101, 1037122300		$1,368,878.22	$576,571.51	$0.00
Yr 2										
Yr 3										
Yr 4										
Yr 5										
Total		$1,263,306.00	$0.00	$0.00	$105,572.22		$0.00	$1,368,878.22	$576,571.51	$0.00

Date Awarded:		**Tot. Awarded:**		**Contract#:**	
(or) **Date Denied:**		**Reason:**			
(or) **Date Withdrawn:**		**Reason:**			

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

Rev. 5/13/13

6267

GCP Received 07/02/2026

JP

GCP Approved 07/02/2026

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RESOLUTION NO. _____

A resolution ratifying the submission of a grant application to the Greater Nashville Regional Council and accepting a grant from the Greater Nashville Regional Council to the Metropolitan Government, acting by and through the Metropolitan Social Services Commission, for the provision of transportation services for older adults and adults with disabilities and nutrition services for older adults and adults with disabilities.

WHEREAS, the Greater Nashville Regional Council accepted grant applications to provide transportation services for older adults and adults with disabilities and nutrition services for older adults and adults with disabilities in Davidson County with an award not to exceed $1,263,306 with a required cash match of $105,572.22; and,

WHEREAS, the Metropolitan Social Services Commission submitted a grant application to Greater Nashville Regional Council in March 2026 to provide transportation and nutrition services to older adults and adults with disabilities in Davidson County; and,

WHEREAS, the Greater Nashville Regional Council has awarded a grant in an amount not to exceed $1,263,306 with a required cash match of $105,572.22 to the Metropolitan Government, acting by and through the Metropolitan Social Services Commission, to provide transportation and nutrition services to older adults and adults with disabilities in Davidson County; and,

WHEREAS, it is to the benefit of the citizens of The Metropolitan Government of Nashville and Davidson County that the submission of the grant application is ratified and the grant award accepted.

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

Section 1. That the submission of the grant application by the Metropolitan Government, acting by and through the Metropolitan Social Services Commission, to the Greater Nashville Regional Council, to provide transportation and nutrition services for older adults and adults with disabilities throughout Davidson County, a copy of which is attached hereto and incorporated herein, is hereby ratified.

Section 2. That the grant by and between the Greater Nashville Regional Council, in an amount not to exceed $1,263,306 to the Metropolitan Government, acting by and through the Metropolitan Social Services Commission, to provide transportation and nutrition services for older adults and adults with disabilities, a copy of which grant is attached hereto and incorporated herein, is hereby approved, and the Metropolitan Mayor is authorized to execute the same.

Section 3. That the amount of this grant be appropriated to the Metropolitan Social Services Commission, based on the revenues estimated to be received and any match to be applied.

Section 4. That this resolution shall take effect from and after its adoption, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

Docusign Envelope ID: 72CA26BA-23DC-8F32-8343-3038356B1ED3

APPROVED AS TO AVAILABILITY OF FUNDS:

Jenneen Reed/mw
Jenneen Reed, Director
Department of Finance

APPROVED AS TO FORM AND LEGALITY:

Matthew Garth
Metropolitan Attorney

INTRODUCED BY:

Member(s) of Council

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

July 16, 2026

Michael Skipper
Executive Director
44 Vantage Way, Suite 450
Nashville, TN 37228
mskipper@gnrc.org
cc: sfowler@gnrc.org

Mr. Skipper,

This letter serves as written notice to the Greater Nashville Regional Council 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 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,

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

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GREATER NASHVILLE
REGIONAL COUNCIL

Transportation Services for Older Adults

Older Americans Act

Request for Proposals
RFP-2026-03

Greater Nashville Regional Council
44 Vantage Way, Suite 450 | Nashville, Tennessee 37228 | Phone: (615) 862-8828 | Fax: (615) 862-8840
GNRC.org

Docusign Envelope ID: 72CA26BA-23DC-8F32-8343-3038356B1ED3

RFP Summary

About GNRC

The Greater Nashville Regional Council (GNRC) is a public agency established by the Tennessee General Assembly to convene local and state leaders for the purposes of planning and programming state and federal investments into public infrastructure and a range of social services.

GNRC is designated by the State Unit on Aging (SUA) as the Area Agency on Aging and Disability (AAAD) for thirteen counties in Middle Tennessee. In this role, GNRC provides programs, services, advocacy, inter-agency coordination, and information-sharing opportunities to improve the quality of life for older or disabled Tennesseans. GNRC delivers a range of federal and state programs in partnership with local agencies and private-sector organizations. Find out more at www.GNRC.org.

About this Solicitation

GNRC is seeking proposals from agencies capable of providing transportation services to older adults, adults with disabilities, and their caregivers. **GNRC intends to award a reimbursement-based contract to one or more qualified service providers capable of providing the services described in this RFP.**

Important Dates and Deadlines

RFP Issued: 02/18/2026
Written questions accepted through 03/08/2026
Submission Deadline: Proposals must be submitted by 03/22/2026
Contract Period: July 1, 2026 – June 30, 2030

Inquiries and Contact Information

All inquiries should be directed in writing to rfp@gnrc.org with a subject line that includes the RFP number.

Amendments to this Solicitation

Any doubt as to the requirements of this RFP or any apparent omission or discrepancy should be presented in writing to rfp@gnrc.org. Oral statements or instructions will not constitute an amendment to this RFP. Any amendments to this RFP will be posted online at www.GNRC.org/Procurement.

Non-Discrimination

GNRC does not discriminate on the basis of race, color, national origin, including limited English proficiency (LEP), gender, gender identity, sexual orientation, age, religion, creed, or disability in admission to, access to, or operations of its programs, services, or activities. Discrimination against any person in recruitment, examination, appointment, training, promotion, retention, discipline, or any other employment practices because of non-merit factors is prohibited. Any person who believes that discrimination has occurred by GNRC or its contractors, sub-recipients, and/or consultants on the basis of race, color or national origin, including limited English proficiency (LEP), in violation of Title VI may file a written complaint. Complaints may also be filed with the state or federal agency involved, and with the Tennessee Human Rights Commission. Complaints must be filed within 180 days of the alleged discriminatory act. GNRC's full non-discrimination policy and additional information about **ADA** or **language accommodations** are available online at www.GNRC.org/legal.

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Section 1. Background

1.1 About the GNRC

The Greater Nashville Regional Council (GNRC or Regional Council) is a public agency established by the Tennessee Development District Act of 1965 and further empowered by Title 64, Chapter 7, Part 1, Tennessee Code Annotated (TCA), as amended (the Act) to convene local and state leaders for the purposes of planning and programming state and federal investments into public infrastructure and a range of social services. GNRC is owned by and operated on behalf of its local government membership comprised county governments in the counties of Cheatham, Davidson, Dickson, Houston, Humphreys, Montgomery, Robertson, Rutherford, Stewart, Sumner, Trousdale, Williamson, and Wilson, Tennessee, and all incorporated municipalities and metropolitan governments located within these counties.

GNRC is governed by a regional body comprised of city mayors, county mayors/executives, state legislators, appointments representing business/industry, and appointments representing minority populations. The Regional Council's Executive Board convenes monthly to enact the adopted Annual Work Program and Budget on behalf of the membership and oversee the GNRC's programs and services carried out by its staff.

1.2 About the Project

GNRC is seeking proposals from provider agencies and organizations capable of providing transportation services to adults aged sixty and older (older adults).

GNRC is designated by the State Unit on Aging (SUA) as the Area Agency on Aging and Disability (AAAD) for thirteen counties in Middle Tennessee. In this role, GNRC provides programs, services, advocacy, inter-agency coordination, and information-sharing opportunities to improve the quality of life for older or disabled Tennesseans. GNRC delivers a range of federal and state programs in partnership with local agencies and private-sector organizations. Find out more at GNRC.org.

Service Area

GNRC seeks to contract with a minimum of one provider of transportation services per county listed below. The following table indicates the demographics for each county in GNRC's service area:

	Population		Language	Poverty		Rural
County	60+ population	% of 65+ who are minority	% of 65+ who speak language other than English at home	% of 65+ who are below poverty	% of 65+ who are low-income minority	% of 65+ who reside in a rural area
Cheatham	10,032	2.60%	1.30%	7.20%	0.20%	83.00%
Davidson	128,786	26.20%	8.20%	11.10%	2.90%	3.50%
Dickson	13,462	5.80%	1.30%	11.40%	0.70%	67.80%
Houston	2,216	3.60%	0.50%	15.60%	0.60%	100.00%
Humphreys	5,333	3.00%	0.70%	7.60%	0.20%	82.50%
Montgomery	34,372	19.10%	8.60%	7.80%	1.50%	19.70%
Robertson	16,307	6.50%	3.50%	8.90%	0.60%	53.20%
Rutherford	58,541	13.00%	6.40%	7.60%	1.00%	17.00%
Stewart	3,977	3.40%	4.00%	11.50%	0.40%	100.00%
Sumner	47,141	6.70%	2.60%	8.50%	0.60%	27.90%
Trousdale	2,089	10.70%	0.70%	25.20%	2.70%	100.00%

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	Population		Language	Poverty		Rural
County	60+ population	% of 65+ who are minority	% of 65+ who speak language other than English at home	% of 65+ who are below poverty	% of 65+ who are low-income minority	% of 65+ who reside in a rural area
Williamson	54,154	5.40%	4.80%	5.10%	0.30%	19.40%
Wilson	35,587	6.00%	2.70%	7.20%	0.40%	38.50%

Target Population

Services must be targeted primarily to older adults in the greatest social or economic need, with particular attention to low-income, minority older adults, and those residing in rural areas. At a minimum, GNRC strives to provide services to older adults and their caregivers in the greatest social or economic need in proportion to the population of the counties served.

Reimbursement-Based Contract

This contract is a reimbursement-based contract. This means that contractors must incur the costs related to the contract and provide appropriate documentation of your expenditures. Once GNRC receives an acceptable invoice and supporting documentation, GNRC will then submit the cost for reimbursement to its funders. When GNRC receives the funds, it then disburses them to your business. There is no guaranteed payment time for invoices, and the average time of payment is approximately 45 days after the time complete documentation is submitted. This means that, for example, services provided on August 15 would be invoiced on September 8th and likely not be paid for until October 23rd or later.

Funding Source & Program

The funding source for the requested services include federal Older American's Act (OAA) Title IIIB Section 321(a)(2) funds.

The following is a brief description the program:

- The Older Americans Act (OAA) Title III B provides an array of supportive services for older adults. Services are designed to allow older adults to reside in the community and in their own homes with the maximum amount of dignity for as long as possible. Title IIIB services are targeted to older individuals with the greatest economic need, with particular attention to low-income minority individuals, those with the greatest social needs, and those residing in rural areas. OAA funding will be used for transportation service providers to facilitate access to supportive or nutrition services, in addition to services provided by the AAAD. These providers work in conjunction with local transportation service providers, public transportation agencies, and other local government agencies. The GNRC administers limited, accessible transportation services for adults aged 60 and over for transportation to medical appointments, senior center activities, meal sites, grocery stores, and pharmacies.

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Section 2. Scope of Project

2.1 Provider Requirements

The Greater Nashville Regional Council (GNRC) is seeking service providers with experience in providing transportation services to adults aged sixty and older (older adults) and adults with disabilities. A person or entity who responds to this RFP is called an Offeror. Selection of an Offeror to receive a contract means that the provider is a GNRC Service Provider. Having a contract with GNRC does not guarantee that any amount of services will be authorized or that services provided will automatically be eligible for reimbursement.

Minimum Qualifications

To be eligible for selection, Offerors must meet the following criteria:

1. Have submitted a proposal to GNRC in response to this RFP as instructed in Section 3 that demonstrates:
    a. Adequate staffing and training protocols
    b. Adequate financial capacity to sustain a reimbursement-based contract
2. Be eligible to conduct business in the State of Tennessee and in the relevant cities or counties.
3. Be registered and in good standing with the Tennessee Secretary of State, if applicable.

Standards of Conduct

GNRC Service Providers must adhere to the following Standards of Conduct:

1. Federal and state funds will be expended only for services authorized on a contract with GNRC.
2. Services under this contract will be provided only to individuals who meet eligibility criteria, referred to as "GNRC Client."
3. Treat GNRC Clients in a respectful and dignified manner, involve the GNRC Client and their caregivers in the delivery of services, and provide services in a timely and safe manner.
4. GNRC Clients will not be denied or limited services because of their income or financial resources. Additionally, GNRC Clients within the GNRC Service Provider's contracted area of service will not be denied services due to distance from GNRC Service Provider, as this practice violates the mandate for special emphasis to rural residents, residents with disabilities, and isolated individuals.
5. Quality Assurance will be an ongoing process in which all entities including SUA, GNRC, GNRC Service Providers, and GNRC Clients will play a role.
6. No GNRC Service Provider will collect the social security number of any GNRC Client.
7. No GNRC Service Provider staff or volunteer will pay bills, cash checks, or in any way handle GNRC Clients' money without prior approval of the GNRC Service Provider supervisor. All transactions involving GNRC Clients' money must be documented using a standardized form, which includes, at minimum, the name of the worker(s), purpose of errand, dollar amount given to worker, and the signatures of the worker and the GNRC Client. The GNRC Client must receive a copy of the form. A receipt including a specific notation of the amount of change returned to the GNRC Client must also be provided to the client, with a copy kept by the GNRC Service Provider.
8. Non-coercive solicitation of voluntary contributions is allowed. No GNRC Client will be denied services in the event they or their family cannot or do not wish to provide a voluntary contribution.

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9. Outside of the approved donations for the program, no GNRC Service Provider staff or volunteer will solicit or accept gratuities, favors, or anything of monetary value from a GNRC Client, service provider by whom they are not employed, contractor, or potential contractor.
10. No GNRC Service Provider staff or volunteer will require payment for type of merchandise or service; nor may they seek to encourage the acceptance of any particular belief or philosophy by any GNRC Client.

Program Requirements

Below are program requirements that GNRC Service Providers must agree to:

1. Record GNRC Client information using the questions on the Participant Registration Form, maintain the information on file, and record the information into the state-approved database. All required forms will be provided by GNRC.
2. Have procedures in place for the collecting and reporting of GNRC Clients data and statements and for providing this to GNRC by the eighth day of the month following month being reported.
3. Communicate with GNRC to ensure that GNRC Clients have access to benefits under other programs and that services are coordinated in a manner that does not lead to an unnecessary duplication of services.

General Contract Requirements

Below are the general requirements and expectations that GNRC Service Providers must agree to. By submitting a response to the RFP, Offerors are asserting that they agree to these general requirements and will enter into a contract containing these requirements.

1. Follow Standards of Conduct as outlined in this RFP and as otherwise communicated to GNRC Service Providers.
2. Meet appropriate federal or state requirements for licenses and liability insurance for the entirety of the contract.
3. Comply with all applicable federal, state, and local laws, rules, and regulations, including, without limitation, civil rights laws.
4. Update the proposal information to GNRC as changes occur during the contract period.
5. Comply with all requirements specified in the service descriptions when providing GNRC-authorized services. See Section 2.2 for Service Descriptions.
6. Make arrangements for the availability of services in weather-related and other emergencies, when feasible.
7. Report any abuse, neglect, or exploitation directly to Adult Protective Services, as required by law, as well as submit reports about incidents and action taken to GNRC.
8. Treat all Participant information as confidential. Ensure that it is filed securely and accessed or shared according to the minimum necessary rule.
9. Have procedures in place to ensure that no information about a GNRC Client is obtained or disclosed by a GNRC Service Provider in a form that identifies the person without the informed written consent of that person or of his or her legal representative. Disclosure may be allowed by court order, or for program quality assurance by authorized federal, state, or GNRC staff so long as access is in conformity with the Privacy Act of 1974 or other governing law. All GNRC Client information must be maintained in controlled access files. (Exception: A written release of information when making a referral for Adult Protective Services is not required.)

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10. Follow the Health Insurance Portability and Accountability Act of 1996 (HIPAA) law to further protect the privacy of GNRC Clients if the GNRC Service Provider is a Covered Entity or otherwise subject to HIPAA requirements.
11. Maintain sufficient insurance to indemnify GNRC and its funding partners against loss. Insurance requirements are outlined in the attached sample contract (Attachment E).
12. Obtain sufficient bond coverage for protection of GNRC and the SUA from theft, forgery, embezzlement, and fraud losses by the GNRC Service Provider, any of its agents or employees, full or part-time.
13. Inform all individuals of their right to file a grievance and provide them with a copy of GNRC's required grievance procedures and follow the GNRC-required grievance procedures when a GNRC Client is dissatisfied with service(s) being provided.
14. Complete background checks for employees and volunteers in accordance with Tennessee Code Annotated §52-2-1002.
15. Document and maintain personnel files for each GNRC Service Provider staff or volunteer who provides direct care for, has direct contact with, or has direct responsibility for the safety and care of GNRC Clients. At minimum, personnel files must contain the following:
    a. A statement of any prior convictions
    b. A confidentiality statement renewed and signed annually
    c. Their current job description
    d. Results of employment history and personal reference checks
    e. Results of background checks as required by TCA §52-2-1002
    f. Results of any other requested checks
    g. Justification of the decision to employ an individual, with reference to any information received from the background check. The justification must be signed by the GNRC Service Provider
    h. Evidence of orientation and training
    i. Annual documentation of flu vaccination or declination
16. Require GNRC Service Provider staff and volunteers to participate in training relevant to their major job responsibilities and in GNRC- and SUA-designated training when appropriate.
17. Have a policy in place to ensure that personnel or volunteers who have contracted any infectious illness or disease do not provide services to GNRC Clients until they are without symptoms.
18. Allow GNRC to monitor operations at least annually, including providing on-site access.
19. Respond to requests for information from SUA and GNRC.

This RFP will be incorporated into any contract awarded. If there is a material change in any information Offeror provides as a response to this RFP, Offeror must immediately notify GNRC.

2.2 Requested Services

The providers selected through this RFP will provide transportation services to older adults, adults with disabilities, and their caregivers as identified in this section.

Transportation - Unassisted

Services or activities that provide or arrange for the travel, including travel costs, of individuals from one location to another.

Services are reimbursed per one-way trip. Does not include any other activity.

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Transportation - Assisted

Services or activities that provide or arrange for the travel, including travel costs, of individuals form one location to another. This service includes escorts or other appropriate assistance for a person who has difficulties (physical or cognitive) using regular vehicular transportation.

Services are reimbursed per one way trip. Does not include any other activity.

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Section 3. Instructions to Offerors

3.1 Pre-Proposal Inquiries

All inquiries should be directed in writing to rfp@gnrc.org by the end of the day on March 8, 2026. The email must include a subject line that contains the RFP number. Answers will be provided in writing and made available to all potential Offerors. All questions and answers compiled through March 8, 2026 will be posted online at GNRC.org/Procurement as an addendum to the solicitation. Any correspondence related to the RFP should refer to the appropriate RFP number, page, and paragraph number.

3.2 Submission Requirements

Offerors may submit a proposal in one of three ways:

1. Complete the online RFP response in its entirety, including signed copies of required forms by an authorized signatory: www.gnrc.org/applications/RFP-2026-03
2. Submit one electronic copy (PDF format) to rfp@gnrc.org. The subject heading of the email should be clearly marked "Attention: RFP 2026-03"; or
3. Submit one hard copy to GNRC, 44 Vantage Way, Suite 450, Nashville, TN, 37228.The outside of the package should be clearly marked "Attention: RFP 2026-03."

A copy should be maintained for the Offeror's records.

Proposals should include all typed, completed forms included with this RFP. There are no page limits or specific formatting requirements, but Offerors are encouraged to be mindful of the level of effort involved in reviewing proposals.

If proposing to serve counties in the service areas of multiple AAADs, Offerors must submit a proposal to each AAAD designated for the proposed counties in accordance with each AAAD's procurement requirements.

3.3 Proposal Contents

The following items must be submitted with each proposal. Failure to include ANY of these items may result in a proposal being rejected.

Item 1. Cover Letter

Offeror must provide a cover letter signed by an authorized individual submitting the proposal on behalf of their agency. This letter must include:

a. A statement that the accompanying proposal is in response to this RFP
b. A statement that Offeror is willing, if selected, to execute a contract with GNRC containing the contract terms provided in Attachment E
c. A statement that the Offeror will provide a 10% match for all Title III B funds if selected
d. A statement identifying the individual(s) authorized to finalize a contract on behalf of the Offeror
e. The Offeror's mission statement, values, and guiding principles, if applicable

Item 2. Assurances and Certifications

Include a complete Assurances and Certifications form, provided as Attachment A to this RFP. The form must include the appropriate signatures.

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Item 3. Business Information

Include a complete Business Information form, provided as Attachment B to this RFP.

Item 4. Service Details

Include a completed Service Detail form, provided as Attachment C with this RFP.

Item 5. Licenses, Certifications, Permits, Accreditations

Provide copies of all required licenses, certifications, permits, and accreditations required by the state or federal governments. Include a copy of the Offeror's business license, if required.

Item 6. Proposed Reimbursement Rate

Include a completed and signed Service Rates form, provided as Attachment D with this RFP.

Item 7. History and Experience

Provide the following information about the Offeror's history and experience:

a. A brief history of the Offeror, including number of years in business, and its service delivery system for transportation services
b. A description of the Offeror's experience providing services under similar contracts
c. A description of the Offeror's organizational experience in working with older adults or adults with disabilities, including the number of older adult clients the Offeror has served in the last year

Item 8. Service Implementation Plan

Provide the following information about the Offeror's approach and plans for service and implementation:

a. A description of daily operations. Include any required advance notice for ride scheduling and the average wait time for pickup
b. A description of the proposed program, including:
    i. Types of transportation provided
    ii. Any service eligibility requirements
    iii. Allowable destination location types
    iv. Customer service process, including any required advance notice for ride scheduling
    v. Average wait time for pickup
c. A description of quality assurance measures taken by the Offeror, including any customer satisfaction and customer complaint processes
d. The Offeror's plan for providing services during emergencies
e. The Offeror's policy and process for driver screening, including for obtaining and maintaining documentation on criminal background checks, drivers' licenses, and auto insurance documentation for staff and volunteers involved in service delivery related to this RFP
f. The Offeror's plan to reach and satisfy the service needs of older adults in the greatest social and economic need, including low-income, minority, older adults with limited English proficiency, and older adults living in rural areas and their caregivers

Item 9. Cost Effectiveness

The services requested through this proposal are made available using public funds, as outlined in Section 1.2. As such, cost effectiveness is a key component of the programs. Describe your agency's approach to ensuring that the services provided are cost effective.

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Item 10. Personnel and Training

Provide the following information related to personnel and training:

a. An organizational chart showing both the overall agency and the single organization unit responsible for delivering proposed services with indication of key roles that will be involved in the program and the supervisory structure related to proposed service delivery
b. The job descriptions for each position that will serve as direct service workers, including the required qualifications and competencies
c. The proposed training and curriculum to be used to keep staff current with respect to service delivery requirements and best practices in services and supports

Item 11. Financial Capacity

Provide the following to show the Offeror's financial management capacity:

a. EITHER:
    i. The most recently completed audited financial statements of Offeror dated no more than five years prior to this submission;

    OR

    ii. All of the following:
        i. IRS tax reporting forms/tax return for the most recently concluded fiscal year.
        ii. A current written bank reference, in the form of a standard business letter, indicating that the Offeror's business relationship with the financial institution is in positive standing.
        iii. Two current written positive credit references in the form of standard business letters from vendors with which the Offeror has done business, or documentation of a positive credit rating determined by an accredited credit bureau within the last six months.
b. A brief explanation of the Offeror's understanding of the reimbursement process described under "Reimbursement-Based Contract" in Section 1.2. Include an explanation of the strength of the Offeror's cash flow to allow it to continue operations while awaiting payment from GNRC.

Item 12. Corrections, Amendments, and Clarifications

Include signed copies of all corrections, amendments, and clarifications to this RFP. Such corrections, amendments, and clarifications will be posted to GNRC.org/Procurement alongside the original RFP document.

3.4 Terms and Conditions

Accuracy of Information

Failure to provide complete and accurate information in an offer to this solicitation may result in your proposal being deemed non-responsive. GNRC may institute debarment proceedings against the Offeror and terminate any contract or purchase order that has been awarded based on inaccurate information.

Validity of Proposals

All proposals shall be valid for a period of 120 days from the closing date of the solicitation unless another time limit is agreed to in writing by all parties. An Offeror's submission of a proposal does not obligate GNRC to contract with the Offeror.

Preparation Costs

GNRC will not be liable for any costs incurred by an Offeror in the preparation of its response to a solicitation, nor for the presentation of its proposal or participation in any clarifications, discussions, negotiations, or protests.

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Ambiguity, Conflicts, and Irregularities

Offeror is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error in this solicitation prior to submitting their offer, or it shall be waived. Claims of ambiguity after submission of the offer shall not serve as grounds for a protest.

If an Offeror discovers any ambiguity, discrepancy, omission, or other error in the solicitation, they shall immediately request modification or clarification in writing via email to rfp@gnrc.org. Required modifications or clarifications will be issued by solicitation amendment.

GNRC reserves the right to waive minor irregularities in proposals. Any such waiver shall not modify any remaining solicitation requirements or excuse the Offeror from full compliance with the solicitation specifications and other contract requirements if the Offeror is awarded a contract.

Acceptance Period

Offeror must indicate acceptance of the final version of this solicitation as amended. A response to a Request for Proposal is an offer to contract with GNRC based upon the terms, conditions, scope of services, and specifications contained in this Request for Proposal. Proposals are an irrevocable offer for 120 days after the proposal opening time and date. GNRC is not obligated to contract with any Offeror.

Standard Contracting Terms

A sample contract containing GNRC's standard terms for transportation services is attached to this solicitation as Attachment E. Contract terms appearing in brackets may not apply to all contracts. Offeror must be willing to accept the standard terms and conditions. Any desired exceptions to the terms and conditions must be identified in the proposal cover letter. If no exceptions to the contract are stated, they might not be granted after the contract is awarded. Contract exceptions may result in the rejection of the proposal as non-responsive; if, in the sole evaluation of GNRC, the requested changes are unacceptable.

Ownership of Proposals

All materials submitted in response to this RFP become the property of GNRC upon delivery and are to be appended to any formal documentation which would further define or expand the contractual relationship between GNRC and Offeror. GNRC is a public entity, and its records are subject to disclosure under law.

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Section 4. Selection Process

4.1 Proposal Reviews

After a preliminary review to determine if the Offeror has demonstrated the requisite qualifications identified in Section 2.1, the submission will be considered a "Qualified Proposal." Qualified Proposals will be evaluated using the following scoring criteria. Qualified Proposals must meet a minimum score of 70 points out of the 100 possible points to be considered for a contract. In the event two or more Offerors have submitted Qualified Proposals to provide the same or similar services, proposals will be ranked according to their overall score.

WEIGHT	CRITERION	CONSIDERATIONS
40 points	History and Experience	To what extent does the proposal demonstrate that the Offeror has experience working with similar populations? To what extent does the proposal outline the Offeror's experience meeting social and economic needs of older adults? To what extent does the Offeror have experience with similar contracts? How long has the offeror been in business with a roster of clients?
30 points	Service Delivery, Service Details, and Personnel & Training	Is the Offeror's plan for service implementation consistent with best practices and program requirements? Does the Offeror have adequate staffing of qualified personnel to provide the services being proposed? Does the training plan outlined in the proposal demonstrate that best practices will be met?
20 points	Cost Effectiveness	Does the proposal demonstrate a sufficient plan to ensure the cost effectiveness of the services being proposed?
10 points	DBE	Is the Offeror a minority- or woman-owned business?

4.2 Final Evaluations

Based on the evaluation of the written proposals, GNRC may request to visit the Offeror's physical office to review non-sensitive files and to conduct interviews with key staff.

In its discretion, GNRC may request the submission of any documents that may have been omitted from the Proposal.

4.3 Solicitation Outcomes

GNRC is not obligated to contract with anyone as a result of this solicitation.

Notwithstanding any other provision of this RFP, the GNRC expressly reserves the right to:

- Waive any immaterial defect or informality
- Reject proposals that are incomplete
- Reject any or all proposals, or portions thereof
- Amend or reissue this Request for Proposal
- Contract with any Offeror with a Qualified Proposal who did not initially receive a contract
- Cancel the solicitation

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4.4 Protests

Disputes concerning the procurement process, selection outcomes, or any request for stay of award will be lodged and resolved as follows:

1. The aggrieved party will document its protest in writing. The protest must contain:
    - The name, phone number, email address, and physical address of the person or entity protesting,
    - A statement of grounds for the protest, including the law or process alleged to have been violated,
    - The date that the protestor became aware of the issue, and
    - A statement of relief requested.
2. The protest must be emailed to rfp@gnrc.org or hand-delivered to the GNRC office to the attention of GNRC Procurement no more than seven business days after the protestor knew or should have known about the event or situation that predicated the protest.
3. Ordinarily, a protest will pause the procurement selection process. However, GNRC reserves the right to continue the selection process should GNRC determine that it or its constituents will be harmed by the delay.
4. The Finance Director will notify the protestor of the receipt of protest and may elect to meet with the protester.
5. The Finance Director will endeavor to issue a decision on the protest within five business days, but no delay in the decision will be grounds for protest. The decision will be delivered by email and deemed received one business day after it is sent.
6. A protestor may appeal against the decision in writing to the Executive Director. The appeal must be received no more than five business days after receipt of the original decision. The Executive Director's decision on the matter will be final.
7. In some circumstances, state or federal law may provide for a protest procedure. Protestors must exhaust their administrative remedies with GNRC before using the state or federal process.

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Attachment A. Assurances and Certifications

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Assurances and Certifications – Transportation Services

RFP 2026-03

Organizational Conduct

If the answer to any of the following questions is yes, attach an explanation.

Has the organization and/or any of the organization's employees, agents, independent contractors been convicted of, pled guilty to, or pled no contest to any contracted crime involving a public contract?

☐ Yes ☐ No

Has the organization and/or any of the organization's employees, agents, independent contractors been convicted of, pled guilty to, or pled no contest to a felony?

☐ Yes ☐ No

Has the organization and/or any of the organization's employees, agents, independent contractors been civilly liable in an action that involved fraud, misrepresentation, material omission, misappropriation, moral turpitude, theft, or conversion?

☐ Yes ☐ No

Has the organization and/or any of the organization's employees, agents, independent contractors been relieved of responsibility by a court, employer, or client for actions involving fraud, misrepresentation, material omission, misappropriation, moral turpitude, theft, or conversion?

☐ Yes ☐ No

Is your organization currently under Federal or State debarment?

☐ Yes ☐ No

Assurances and Certifications

By signing this form, the Offeror represents, warrants, agrees to, and certifies each of the following:

- The Offeror has completed this response independent of any outside influence which may result in it receiving privileged information about this RFP. **This certification is made under penalty of perjury.**
- This proposal factually represents the administrative capabilities and proposed services of the Offeror, and that, if the agency is selected, the Offeror will abide by the terms and conditions of the Provider Contract.
- The Offeror is in compliance with the specific Provider Requirements required by GNRC and the State of Tennessee described in Section 2.1 of the RFP.
- The Offeror is in compliance with the specific Service Description and Standards required by the State of Tennessee for each proposed service activity and described in Section 2.2 of the RFP.
- The Offeror has written policies regarding the following:
  - Personnel Policies
  - Non-discrimination in Hiring Policy
  - Non-discrimination in Service Delivery Policy
  - ADA Compliance Policy
  - Drug Free Workplace Policy
  - Affirmative Action Policy
  - Confidentiality Policy
  - Civil Rights Compliance Policy (Title VI and VII)
  - Certification Regarding Lobbying
- The Offeror has secured all required licenses, certifications, permits, and accreditation (as required by the State and/or Federal governments).

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- The Offeror is willing and financially able to provide services without a guaranteed timeframe for reimbursement.
- The Offeror is not party to an outstanding lawsuit against GNRC or any of its member jurisdictions.
- The Offeror will provide such other and further assurances as may be requested by GNRC or DDA.
- The person signing on behalf of the Offeror is fully authorized to do so and to legally bind the Offeror thereby.

Authorization For Submission

_____

(Legal Name of Offeror Agency)

submits this application as part of its response to the Request for Proposals solicited by the Greater Nashville Regional Council. This application and all materials provided in response to the RFP will become part of any contract should the Applicant's proposal be selected.

_____ _____

Signatory Date

_____

Name and Title

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Attachment B. Business Details

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Business Information

Offeror Agency Legal Name: _____

Mailing Address: _____

Office Address: _____
If the Offeror has multiple offices, attach a complete list.

Is this a virtual office? ☐ Yes ☐ No *If yes, provide the address of the physical location at which files are kept. This location will need to be made available for monitoring purposes:*

Physical Address: _____

Primary Contact (Name & Title): _____

E-Mail Address: _____ Phone: _____

Place of Establishment: _____

Date Established: _____

State(s) where Licensed/Incorporated: _____

Indicate the entity type:

- ☐ Individual
- ☐ For-Profit Corporation
- ☐ Non-Profit Corporation
- ☐ Special Purpose Corporation or Association
- ☐ Partnership
- ☐ Joint Venture
- ☐ Limited Liability Company
- ☐ Government

For sole proprietors/individuals: Provide a brief description of the business's contingency plans in the event that you are unable to work.

For Non-Profit Corporations: Attach the following documents

1. A copy of the organization's bylaws.
2. A roster of the Board of Directors or other governing body. Include the Name, Address, Sex, Race, and Disability Status (i.e. Disabled/Not Disabled) for each member.

Indicate the Disadvantaged Business Enterprise (DBE) status(es) of the Offeror (check any/all that apply):

- ☐ Non-Minority/Disadvantaged
- ☐ Woman Business Enterprise (WBE)
- ☐ Service-Disabled Veteran Enterprise (SDVBE)
- ☐ Disabled Business Enterprise (DSBE)
- ☐ Small Business Enterprise (SBE)
- ☐ Other: _____
- ☐ N/A: Government or Non-Profit

Minority Business Enterprise (MBE):

- ☐ MBE - African American
- ☐ MBE - Asia American
- ☐ MBE - Hispanic American
- ☐ MBE - Native American

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Attachment C. Service Details

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Attachment C

Service Details – Transportation Services

RFP 2026-03

Offeror Agency Name: _____

A. **Services Offered**: Check all services being offered. Service definitions are in Section 2.2.

- ☐ Transportation – Unassisted
- ☐ Transportation - Assisted

B. **Service Availability**: What are the Offeror's weekly operating hours for these services?

_____

C. **Holiday Closures**: List all of the Offeror's planned holiday closures. If selected for a contract, the Offeror must receive approval for any closures not listed below.

_____

D. **Available Staffing**: Provide the number of currently employed staff or volunteers available to provide services in each of the counties listed below. If any county is not within the Offeror's service delivery area, enter "0".

Cheatham County: ____	Montgomery County: ____	Sumner County: ____
Davidson County: ____	Robertson County: ____	Trousdale County: ____
Dickson County: ____	Rutherford County: ____	Williamson County: ____
Houston County: ____	Stewart County: ____	Wilson County: ____
Humphreys County: ____		

E. **Subcontractors**: If the Offeror intends to subcontract any part of the work that is being offered, provide the following information for each subcontractor. You may attach a list.

Name: _____ Role: _____

Mailing Address: _____

Phone Number: _____ Email: _____

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Attachment D. Service Rates

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Service Rates – Transportation Services
RFQ 2026-03

Offeror Agency Name: _____

Completed By: _____ Date: _____

Signed: _____

For each service proposed, provide the Offeror's usual and customary rate and the rate charged to GNRC.

- Service Unit: The unit by which each service is reimbursed. All rates are for one unit of service.
- Usual & Customary Rate: The rate the Offeror typically charges private pay clients per Service unit.
- Maximum Rate: The maximum allowable reimbursement rate for each service. Maximum rates are set by the TN Department of Disability and Aging.
- Rate Charged to GNRC: The amount the Offeror is proposing to charge GNRC per service unit. This amount must be less than both the maximum rate and the usual & customary rate for the service.

Service	Service Unit	Usual & Customary Rate	Maximum Rate	Rate Charged to GNRC
Transportation – Unassisted, in-county	1 one-way trip		N/A	
Transportation – Unassisted, out-of-county	1 one-way trip		N/A	
Transportation – Assisted, in-county	1 one-way trip		N/A	
Transportation – Assisted, out-of-county	1 one-way trip		N/A	
Out-of-Service-Area Travel Fee (if offered)			N/A	

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Attachment E. Sample Contract Terms

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Sample Terms and Conditions – Transportation Services
RFP 2026-03

Note: Terms in brackets ([ ]) may not apply to all contracts based on entity type, service type, or total funding amount.

C. PAYMENT TERMS AND CONDITIONS

C.1. Maximum Liability. In no event will the maximum liability of GNRC under this Contract exceed [to be determined] ("Maximum Liability"). This Contract does not grant the CONTRACTOR any exclusive rights. GNRC does not guarantee that it will buy any minimum quantity of goods or services under this Contract. The Maximum Liability is not subject to escalation for any reason unless amended.

C.2. Payment Methodology. The CONTRACTOR will be compensated based on the payment methodology outlined in Attachment B for goods or services authorized by GNRC. The CONTRACTOR's compensation will be contingent upon the satisfactory provision of goods or services as set forth in Attachment A.

C.3. Travel Compensation. The CONTRACTOR will not be compensated or reimbursed for travel time, travel expenses, meals, or lodging.

C.4. Invoice Requirements. Utilizing the template provided monthly by GNRC, the CONTRACTOR must invoice GNRC only for goods delivered and accepted by GNRC or services satisfactorily provided at the amounts stipulated in Section C.2., above.

a. CONTRACTOR's invoices must

(1) be submitted with necessary supporting documentation on a [monthly/quarterly] basis to Accounting@gnrc.org no later than the 8th day of the month for the services provided in the preceding month;

(2) be completed on the template provided monthly to CONTRACTOR by GNRC;

(3) include only charges for goods delivered or services provided as described in Section A and in accordance with payment terms and conditions set forth in Section C;

(4) be submitted only for goods delivered or services completed and not include any charge for future goods to be delivered or services to be performed;

(5) not include CONTRACTOR's taxes, which includes without limitation CONTRACTOR's sales and use tax, excise taxes, franchise taxes, real or personal property taxes, or income taxes; and

(6) include shipping or delivery charges only as authorized in this Contract.

b. GNRC will issue payment only for complete, accurate invoices received as required by this Section. GNRC may delay payment due to late, incomplete, or incorrect invoices. There is no guaranteed payment timeframe for invoices but, so long as CONTRACTOR's invoice was timely submitted in accordance with the terms of this Contract, GNRC will make good-faith, reasonable efforts to pay CONTRACTOR within 14 calendar days after GNRC receives from the State the funds designated for CONTRACTOR..

C.5. Payment of Invoice. A payment by GNRC does not prejudice GNRC's right to object to or question any reimbursement, payment, invoice, or related matter. A payment by GNRC must not

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be construed as acceptance of any part of the work or service provided or as approval of any amount invoiced.

C.6. Invoice Reductions. The CONTRACTOR's invoice will be subject to reduction for amounts included in any invoice or payment that is determined by GNRC to be noncompliant with the requirements of this Section C or otherwise not allowed under the Contract or governing authority.

[C.7 Timeliness. Time is of the essence with respect to the CONTRACTOR's obligations under this Grant Contract, and it is a material term of this Grant Contract that the CONTRACTOR timely fulfill its programming and reporting obligations.

The CONTRACTOR must submit data in a timely and complete manner as detailed in Attachment A. If CONTRACTOR does not provide the required data appropriately, the CONTRACTOR will have a one-time grace period of five days. During the grace period, the CONTRACTOR must enter the required data in the database. If the CONTRACTOR does not comply during the grace period, then the CONTRACTOR's non-compliance may, at GNRC's discretion, be treated as a second event of non-compliance, and the liquidated damages described below will apply.

The CONTRACTOR understands that its failure to follow the data entry requirements would damage GNRC and jeopardize GNRC's ability to continue conducting its operations but that it is difficult to calculate the exact dollar figure of the damage. Therefore, the parties agree that following liquidated damages provisions are not penalties and should apply to this contract:

a. upon the second event of non-compliance with reporting obligations and for each subsequent event of non-compliance, the CONTRACTOR must pay GNRC 5% of the amount it would otherwise be owed for providing services during the month for which the data was untimely.
b. upon any failure to provide a contracted service during a month, the CONTRACTOR must pay GNRC an amount equal to 25% of the total budgeted allocation

The liquidated damages are cumulative for subsequent offenses. GNRC reserves all other rights to address CONTRACTOR non-compliance.

GNRC, in its sole reasonable discretion, may consider waiving damages for good faith, de minimus errors in data reporting such as typographical matters. The failure to enter and submit reports in the required categories or fields does not constitute a de minimus error.]

C.8. GNRC's Right to Set Off. GNRC reserves the right to set off or deduct from amounts that are or will become due and payable to the CONTRACTOR under this Contract or under any other agreement between the CONTRACTOR and GNRC under which the CONTRACTOR has a right to receive payment from GNRC.

C.9. Prerequisite Documentation. The CONTRACTOR must not invoice GNRC under this Contract until GNRC has received the following documentation.

a. The "Authorization Agreement for Automatic Deposit Form" provided by GNRC. By doing so, the CONTRACTOR acknowledges and agrees that, once this form is received by GNRC, payments to the CONTRACTOR, under this or any other contract the CONTRACTOR has with GNRC, may be made by ACH.

b. A W-9 form. The taxpayer identification number on the W-9 form must be the same as the CONTRACTOR's Federal Employer Identification Number or Social Security Number provided in CONTRACTOR's response to any requests for proposals.

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C.10. Final Invoice and Close Out. CONTRACTOR must submit any final invoice within thirty days of the conclusion of the Term, in form and substance acceptable to GNRC. CONTRACTOR must submit an estimated final invoice by the 8th of the month following the conclusion of the Term.

a. If total disbursements by GNRC pursuant to this Contract exceed the amounts permitted by this Contract, CONTRACTOR must refund the difference to GNRC. CONTRACTOR must submit the refund with the final invoice.

b. GNRC will not pay any invoice submitted to GNRC later than thirty days after the conclusion of the Term.

d. CONTRACTOR 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.11. Contractor Match. CONTRACTOR must document any required match on the supporting documentation provided with the monthly and final invoices, as detailed in Section C. The amounts required for match are detailed by the column(s) titled “Contractor Match,” found in Attachment B.

a. Each CONTRACTOR expenditure may be recorded and reported toward meeting a Contractor match requirement on only one contract for funding from the state of Tennessee.

b. If the CONTRACTOR fails to meet a Contractor match requirement by the end of the Term, the maximum total amount reimbursable by GNRC pursuant to this Contract, as detailed by the Contract Budget column “Contract,” will be reduced by the amount that CONTRACTOR failed to contribute to the Total Project as budgeted.

D. STANDARD TERMS AND CONDITIONS:

D.1. Required Approvals. GNRC is not bound by this Contract until it is signed by the Parties and, if necessary, approved by appropriate officials in accordance with any applicable laws, regulations, and bylaws.

D.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract must be in writing and must be made by a nationally recognized overnight delivery service with an asset-tracking system, or by email with receipt confirmation. All communications, regardless of method of transmission, must be addressed to the respective Party at the appropriate mailing address, or email address.

CONTRACTOR:
Name
Title
Street Address
City, State, Zip
Email
Phone

GNRC:
MICHAEL SKIPPER
EXECUTIVE DIRECTOR
44 VANTAGE WAY, SUITE 450
NASHVILLE, TN 37228
EMAIL: MSKIPPER@GNRC.ORG CC: SFOWLER@GNRC.ORG
PHONE: 615-862-8828

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All instructions, notices, consents, demands, or other communications are effective upon actual receipt or upon confirmation of delivery. A Party may change its contact information for the purposes of receiving notice by providing notice in accordance with this section.

D.3. Modification and Amendment. This Contract may be modified only by a written amendment signed by all Parties to this Contract and approved by appropriate officials in accordance with any applicable laws, regulations, and or bylaws.

D.4. Assignment and Subcontracting. CONTRACTOR must not assign this Contract or enter into a subcontract for any of the services provided under this Contract without the prior written approval of GNRC. Notwithstanding any use of the approved subcontractors, CONTRACTOR must be the prime contractor and responsible for compliance with all terms and conditions of this Contract.

D.5. Monitoring. CONTRACTOR understands and agrees that all activities conducted and records maintained pursuant to this Contract are subject to monitoring and evaluation by GNRC as well as other entities including without limitation the Tennessee Department of Disability and Aging, the Tennessee Comptroller of the Treasury, or their duly appointed representatives.

D.6. Strict Performance. Failure by any Party to require, in any one or more cases, the strict performance of any of the terms, covenants, conditions, or provisions of this Contract must not be construed as a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Contract may be held to be waived, modified, or deleted except by a written amendment signed by the Parties to this Contract.

D.7. Independent Contractor; No Third-Party Beneficiary. The Parties to this Contract must not act as employees, partners, joint venturers, or associates of one another. Nothing in this Contract may be construed to create an employer/employee relationship or to allow either party 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 are not the employees or agents of the other Party. There are no third-party beneficiaries to this Contract.

D.8. Tennessee Department of Revenue Registration. CONTRACTOR must comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608.

D.9. Force Majeure. The obligations of the Parties are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, natural disasters, riots, wars, epidemics, or any other similar cause.

D.10. State and Federal Compliance. The CONTRACTOR must comply with all applicable state and federal laws and regulations in the performance of this Contract. This includes, but is not limited to, compliance with Title VI of the Civil Rights Act of 1964.

D.11. Governing Law. This Contract must be governed by and construed in accordance with the laws of the state of Tennessee. The Parties agree that they are subject to the exclusive jurisdiction of the courts of the state of Tennessee in actions that may arise under this Contract. Each Party hereby irrevocably consents to the exclusive jurisdiction and venue of the state or federal courts located within Davidson County.

D.12. Entire Agreement. This Contract is complete and contains the entire understanding between the Parties relating to its subject matter, including all the terms and conditions of the Parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the Parties, whether written or oral.

D.13. Severability. The terms and conditions of this Contract are severable. If any provision is determined to be invalid or unenforceable, the remaining provisions will not be affected and remain in full force and effect.

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D.14. Headings. Section headings of this Contract are for reference purposes only and must not be construed as part of this Contract.

D.15. Incorporation of Additional Documents. Each of the following documents are included as a part of this Contract by reference. In the event of a discrepancy or ambiguity regarding GNRC's duties, responsibilities, and performance under this Contract, these items govern in order of precedence below:

a. any amendment to this Contract, with the latter in time controlling over any earlier amendments;

b. this Contract with attachments and exhibits;

c. Any related RFQs or RFPs, with any addenda and updates provided by GNRC; and

d. CONTRACTOR's response to any related RFQs or RFPs

[D.16. Insurance. CONTRACTOR must maintain insurance coverage as specified in this Section. GNRC reserves the right to amend or require additional insurance coverage, coverage amounts, and endorsements required under this Contract. CONTRACTOR's failure to maintain or submit evidence of insurance coverage as required is a material breach of this Contract. Insurance requirements specified in this section do not reduce any liability assumed by the CONTRACTOR under this Contract, including any indemnification or hold harmless requirements. No representation is made that the minimum insurance requirements of the Contract are sufficient to cover the obligations of CONTRACTOR arising under this Contract.

a. CONTRACTOR must obtain and maintain, at a minimum, the following insurance coverages:

(1) Commercial General Liability ("CGL") Insurance, written on an ISO Form CG 00 01 occurrence form (or a substitute form providing equivalent coverage) to cover, at a minimum, liability arising from property damage, premises and operations, products and completed operations, bodily injury, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

(2) Workers' Compensation and Employer Liability Insurance, when required by law. If CONTRACTOR certifies that it is exempt from the requirements of Tenn. Code Ann. §§ 50-6-101 – 103, then CONTRACTOR must furnish written proof of such exemption.

(3) Automobile Liability Insurance to cover liability arising out of any automobile (including owned, leased, hired, and non-owned automobiles), including bodily injury and property damage.

b. CONTRACTOR must provide GNRC with current proof of insurance coverage throughout the Term.

(1) If CONTRACTOR loses insurance coverage, fails to renew coverage, or for any reason becomes uninsured during the Term, CONTRACTOR must immediately notify GNRC.

(2) Unless self-insured, CONTRACTOR must provide GNRC with a certificate of insurance ("COI") evidencing the coverages specified in this Section within thirty

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days of the Effective Date, thirty days before any renewal or replacement of coverage, and whenever requested by GNRC. The COI must:

i. list each insurer's National Association of Insurance Commissioners (NAIC) number;

ii. be signed by an authorized representative of the insurer

iii. list GNRC as the certificate holder

iv. identify GNRC as an additional insured

(3) Any self-insured entity must provide GNRC with information satisfactory in GNRC's sole discretion to demonstrate that the coverage and proof of funds is acceptable to GNRC.

c. CONTRACTOR must provide GNRC with proof that any subcontractors maintain the required insurance or that subgrantees are included under CONTRACTOR's policy.

d. Any deductible, self-insured retention (SIR), and premiums are the CONTRACTOR's sole responsibility.

e. All coverage must be on a primary basis and noncontributory with any other insurance or self-insurance carried by GNRC.

f. All insurance companies providing coverage must be acceptable to the GNRC.

g. CONTRACTOR must name GNRC as an additional insured on any insurance policy except for workers' compensation and professional liability (errors and omissions) insurance. All policies must contain an endorsement for a waiver of subrogation in favor of GNRC. The additional insured endorsement and the waiver of subrogation endorsement must be provided to GNRC with the Certificate of Insurance.

h. GNRC agrees that it will give written notice to CONTRACTOR as soon as practicable but no later than thirty days after GNRC becomes aware of any claim asserted or made against GNRC. The failure of GNRC to give notice will relieve CONTRACTOR of its obligations under this Section only to the extent that CONTRACTOR can demonstrate actual prejudice arising from the failure to give notice. Fulfillment of the CONTRACTOR'S insurance and indemnification obligations does not operate to allow CONTACTOR or its insurer the right to represent GNRC in any legal matter.

i. The insurance obligations under this Contract must be whichever is greater of the following: all the insurance coverage carried by CONTRACTOR or the minimum insurance coverage requirements shown in this Contract. Any insurance proceeds applicable to a given loss in excess of or broader than the minimum required coverage must be available to the Agency.]

D.17. Subject to Funds Availability. This 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, GNRC reserves the right to terminate this Contract upon written notice to CONTRACTOR. GNRC's right to terminate this Contract due to lack of funds is not a breach of this Contract by GNRC. Upon receipt of the written notice, CONTRACTOR must cease all work associated with the Contract. Should such an event occur, CONTRACTOR will be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, CONTRACTOR will have no right to recover from GNRC any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

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D.18. Licensure. CONTRACTOR, its employees, and any approved subcontractor must be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and must upon request provide proof of all licenses.

D.19. Limitation of GNRC's Liability. GNRC has no liability except as specifically provided in this Contract. In no event will GNRC be liable to CONTRACTOR 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 Contract or otherwise. GNRC's total liability under this Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise will under no circumstances exceed the Maximum Liability established in Section C.1 of this Contract. This limitation of liability is cumulative and not per incident.

D.20. No Acquisition of Equipment or Motor Vehicles. This Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under this Contract.

D.21. Confidentiality of Records. Strict standards of confidentiality of records and information must be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to CONTRACTOR by GNRC or acquired by CONTRACTOR on behalf of GNRC that is regarded as confidential under state or federal law must be regarded as "Confidential Information." Nothing in this Section permits CONTRACTOR to disclose any Confidential Information, regardless of whether it has been disclosed or made available to CONTRACTOR due to intentional or negligent actions or inactions of agents of GNRC or third parties. Confidential Information must not be disclosed except as required or permitted under state or federal law. CONTRACTOR must take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law. The obligations set forth in this Section will survive the termination of this Contract.

[D.22. Hold Harmless. CONTRACTOR agrees to indemnify, defend, and hold harmless GNRC as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of CONTRACTOR, its employees, its subcontractors, and any person acting for or on its or their behalf relating to this Contract. CONTRACTOR further agrees it is liable for the reasonable cost of any attorneys' fees, court costs, expert witness fees, and other litigation expenses for GNRC to enforce the terms of this Contract.

In the event of any such suit or claim, the parties must give each other immediate notice and provide all necessary assistance to respond. The failure of GNRC to give notice will relieve CONTRACTOR of its obligations under this Section only to the extent that CONTRACTOR can demonstrate actual prejudice arising from the failure to give notice. This section does not grant CONTRACTOR, through its attorneys, the right to represent GNRC in any legal matter.]

D.23. Personally Identifiable Information. While performing its obligations under this Contract, CONTRACTOR may have access to Personally Identifiable Information held by GNRC ("PII"). For the purposes of this Contract, "PII" includes "Nonpublic Personal Information" as that term is defined in Title V of the Gramm-Leach-Bliley Act of 1999 or any successor federal statute, and the rules and regulations thereunder, all as may be amended or supplemented from time to time ("GLBA") and personally identifiable information and other data protected under any other applicable laws, rule or regulation of any jurisdiction relating to disclosure or use of personal information ("Privacy Laws"). CONTRACTOR agrees to not do or omit to do anything which would cause GNRC to be in breach of any Privacy Laws. CONTRACTOR must, and must cause its

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employees, agents and representatives to: (i) keep PII confidential and may use and disclose PII only as necessary to carry out those specific aspects of the purpose for which the PII was disclosed to CONTRACTOR and in accordance with this Contract, GLBA and Privacy Laws; and (ii) implement and maintain appropriate technical and organizational measures regarding information security to: (A) ensure the security and confidentiality of PII; (B) protect against any threats or hazards to the security or integrity of PII; and (C) prevent unauthorized access to or use of PII. CONTRACTOR must immediately notify GNRC: (1) of any disclosure or use of any PII by CONTRACTOR or any of its employees, agents and representatives in breach of this Contract; and (2) of any disclosure of any PII to CONTRACTOR or its employees, agents and representatives where the purpose of such disclosure is not known to CONTRACTOR or its employees, agents and representatives. GNRC reserves the right to review CONTRACTOR's policies and procedures used to maintain the security and confidentiality of PII and CONTRACTOR must, and cause its employees, agents and representatives to, comply with all reasonable requests or directions from GNRC to enable GNRC to verify or ensure that CONTRACTOR is in full compliance with its obligations under this Contract in relation to PII. Upon termination or expiration of the Contract or at GNRC's direction at any time in its sole discretion, whichever is earlier, CONTRACTOR must immediately return to GNRC any and all PII which it has received under this Contract and must destroy all records of such PII. CONTRACTOR must report to GNRC any instances of unauthorized access to or potential disclosure of PII in the custody or control of CONTRACTOR ("Unauthorized Disclosure") that come to CONTRACTOR's attention. Any such report must be made by CONTRACTOR within 24 hours after the Unauthorized Disclosure has come to the attention of CONTRACTOR. CONTRACTOR must take all necessary measures to halt any further Unauthorized Disclosures. CONTRACTOR, at the sole discretion of GNRC, must provide no cost credit monitoring services for individuals whose PII was affected by the Unauthorized Disclosure. CONTRACTOR must 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 GNRC under this Contract or otherwise available at law. The obligations set forth in this Section survive the termination of this Contract.

D.24. Transfer of CONTRACTOR's Obligations. CONTRACTOR must not transfer or restructure its operations related to this Contract without the prior written approval of GNRC. CONTRACTOR must immediately notify GNRC in writing of a proposed transfer or restructuring of its operations related to this Contract. GNRC reserves the right to request additional information or impose additional terms and conditions before approving a proposed transfer or restructuring.

D.25 Prohibited Advertising. CONTRACTOR must not refer to this Contract or CONTRACTOR's relationship with GNRC under this Contract in commercial advertising in such a manner as to state or imply that CONTRACTOR or the CONTRACTOR's goods or services are endorsed. The obligations set forth in this Section survive the termination of this Contract.

E. FEDERALLY AND STATE-REQUIRED TERMS AND CONDITIONS

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

E.2. Termination for Convenience. GNRC may terminate this Contract without cause for any reason. A termination for convenience shall not be a breach of this Contract by GNRC. GNRC will give CONTRACTOR at least 30 days written notice before the effective termination date. CONTRACTOR shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall GNRC be liable to CONTRACTOR for compensation for any service that has not been rendered. The final decision as to the amount for which GNRC is liable shall be determined by GNRC. CONTRACTOR shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for GNRC's exercise of its right to terminate for convenience.

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E.3. Termination for Cause. If CONTRACTOR fails to properly perform its obligations under this Contract, or if CONTRACTOR violates any terms of this Contract, GNRC shall have the right to immediately terminate this Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of GNRC's right to terminate this Contract for cause, CONTRACTOR shall not be relieved of liability to GNRC for damages sustained by virtue of any breach of this Contract by CONTRACTOR.

E.4. Conflicts of Interest. CONTRACTOR warrants that no part of the total Maximum Liability shall be paid directly or indirectly to an employee or official of the state of Tennessee or GNRC as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to CONTRACTOR in connection with any work contemplated or performed relative to this Contract.

E.5. Lobbying.

a. Certification for Contracts, Grants, Loans, and Cooperative Agreements

CONTRACTOR certifies, to the best of his or her knowledge and belief, that:

(1) 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.

(2) 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, CONTRACTOR shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) CONTRACTOR 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. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

b. Statement for Loan Guarantees and Loan Insurance

CONTRACTOR states, to the best of his or her knowledge and belief, that:

i. If any 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 commitment provided for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard

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Form-LLL, “Disclosure of Lobbying Activities,” in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

E.6. Nondiscrimination. CONTRACTOR 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 Contract or in the employment practices of CONTRACTOR 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. CONTRACTOR shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

E.7. Public Accountability. If CONTRACTOR is subject to Tenn. Code Ann. § 8-4-401 *et seq*., or if this Contract involves the provision of services to citizens by CONTRACTOR on behalf of GNRC, CONTRACTOR agrees to establish a system through which recipients of services may present grievances about the operation of the service program. CONTRACTOR shall also display in a prominent place, located near the passageway through which the public enters in order to receive Contract supported services, a sign at least 11" in height and 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 SUA shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from CONTRACTOR, provide CONTRACTOR with any necessary signs.

E.8. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by CONTRACTOR in relation to this Contract shall include the statement, “This project is funded under a contract with the State of Tennessee.” All notices by CONTRACTOR in relation to this Contract shall be approved by GNRC.

E.9. Records. CONTRACTOR and any approved subcontractor shall maintain documentation for all charges under this Contract. The books, records, and documents of CONTRACTOR and any approved subcontractor, insofar as they relate to work performed or money received under this 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 full years from the date of the final payment. CONTRACTOR’s records shall be subject to audit at any reasonable time and upon reasonable notice by GNRC, the SUA, 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*.

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

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

CONTRACTOR 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. CONTRACTOR 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 GNRC, the SUA, the Central Procurement Office, or the Commissioner of Finance and Administration of the state of Tennessee.

E.10. Debarment and Suspension. CONTRACTOR 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-year period preceding this 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-year period preceding this Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

CONTRACTOR shall provide immediate written notice to GNRC 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.

E.11. Prohibition of Illegal Immigrants.

a. For purposes of this Contract, "illegal immigrant" shall be defined as any person who is not: (i) a United States citizen; (ii) a Lawful Permanent Resident; (iii) a person whose physical presence in the United States is authorized; or (iv) allowed by the federal Department of Homeland Security and who, under federal immigration laws or regulations, is authorized to be employed in the U.S.

b. CONTRACTOR agrees that it shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract. CONTRACTOR shall reaffirm this attestation by submitting to GNRC a completed Attestation, included as Attachment D, semi-annually during the Term. If CONTRACTOR is a party to more than one contract with GNRC, CONTRACTOR may submit one attestation that applies to all contracts with GNRC. All CONTRACTOR attestations shall be maintained by CONTRACTOR and made available to GNRC upon request.

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c. Prior to the use of any subcontractor in the performance of this Contract, and semi-annually thereafter, during the Term, CONTRACTOR shall obtain and retain a current, written Attestation that the subcontractor will not knowingly utilize the services of an illegal immigrant to perform work under this Contract and will not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work under this Contract. Attestations obtained from subcontractors shall be maintained by CONTRACTOR and made available to GNRC upon request.

d. CONTRACTOR shall maintain records for all personnel used in the performance of this Contract. CONTRACTOR's records shall be subject to review and random inspection at any reasonable time upon reasonable notice by GNRC and SUA, to ensure CONTRACTOR is not knowingly utilizing the services of an illegal immigrant in the performance of this Contract.

e. CONTRACTOR understands and agrees that failure to comply with this section will be subject to the sanctions of Tenn. Code Ann. § 12-3-309 for acts or omissions occurring after its effective date.

E.12. Equal Opportunity. As a condition for receipt of funds under this Contract, CONTRACTOR agrees to comply with 41 C.F. R. § 60-1.4 as that section is amended from time to time during the term.

E.13. Clean Air Act and Federal Water Pollution Control Act. As a condition for receipt of funds under this Contract, CONTRACTOR agrees to comply with the Clean Air Act, 42 U.S.C. § 7401 *et seq*. and the Federal Water Pollution Control Act, 33 U.S.C § 1251 *et seq.*, as those sections are amended from time to time during the term. Violations must be reported to the Administration for Community Living and the Region 4 Office of the Environmental Protection Agency.

E.14. 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 Contract. CONTRACTOR 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.

E.15. State Sponsored Insurance Plan Enrollment. CONTRACTOR 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 GNRC unless CONTRACTOR 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.16. Work Papers Subject to Review. CONTRACTOR 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 Contract.

E.17. Drug-Free Workplace. The Grantee shall provide a drug-free workplace pursuant to the "Drug-Free Workplace Act," 41 U.S.C. §§ 8101 through 8106, and its accompanying regulations.

[E.18. Boycott of Israel. CONTRACTOR certifies that it is not currently engaged in, and will not for the duration of the Contract engage in, a boycott of Israel as defined by Tenn. Code Ann. § 12-4-119. This provision shall not apply to contracts with a total value of less than $250,000 or to contractors with less than ten employees.]

[E.19. Federal Funding Accountability and Transparency Act (FFATA). This Contract requires CONTRACTOR to provide supplies or services that are funded in whole or in part by federal

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funds that are subject to FFATA. CONTRACTOR is responsible for ensuring that all applicable FFATA requirements, including but not limited to those below, are met and that CONTRACTOR provides information to the state of Tennessee as required.

CONTRACTOR shall comply with the following:

a. Reporting of Total Compensation of CONTRACTOR's Executives.

(1) CONTRACTOR shall report the names and total compensation of each of its five most highly compensated executives for CONTRACTOR's preceding completed fiscal year, if in CONTRACTOR's preceding fiscal year it received:

i. 80 percent or more of CONTRACTOR'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 CONTRACTOR'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.

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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. CONTRACTOR must report Executives' Total Compensation described above to the state of Tennessee by the end of the month during which this Contract is established.

c. If this Contract is amended to extend its term, CONTRACTOR must submit an Executive Total Compensation report to the state of Tennessee by the end of the month in which the amendment to this Contract becomes effective.

d. CONTRACTOR will obtain a Unique Entity Identifier (SAM) and maintain its number for the term of this Contract. More information about obtaining a Unique Entity Identifier can be found at: https://www.gsa.gov.]

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

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Freddie O'Connell
Mayor

MSS metro social services

Renee Pratt
Executive Director
Metro Social Services

Metropolitan Government of Nashville and Davidson County

Item 1. Cover Letter

a. A statement that the accompanying proposal is in response to this RFP.

b. A statement that the Offeror is willing, if selected, to execute a contract with GNRC containing the contract terms provided in Attachment E.

c. A statement that Offeror will provide a 10% match for all Title III C funds and a 15% match for all Title III E funds if selected.

d. A statement identifying the individual(s) authorized to finalize a contract on behalf of the Offeror.

e. The Offeror's mission statement, values, and guiding principles, if applicable

Docusign Envelope ID: 72CA26BA-23DC-8F32-8343-3038356B1ED3

Freddie O'Connell
Mayor

MSS metro social services

Renee Pratt
Executive Director
Metro Social Services

Metropolitan Government of Nashville and Davidson County

March 4, 2026

Greater Nashville Regional Council
44 Vantage Way, Suite 450
Nashville, Tenn. 37228

Regarding: RFP 2026-03 For Transportation Services for Older Adults Older Americans Act

Please find enclosed our application this is in repose to RFP-2026-03 for Transportation Services for Older Adults. We are pleased to work with GNRC for another year to provide quality services to the frail and Elderly population of Nashville and Davidson County.

The Metropolitan Government of Nashville and Davidson County, acting by and through Metro Social Services, is willing to execute a contract with GNRC for these services if selected.

The Metropolitan Council will approve and adopt the contract with GRNC on behalf of Metro Social Services. Once approved the contract will be signed by the appropriate officials including the Mayor and Metro Social Services Director, Renee' Pratt. Once signed the contract will be filed in the Metro Clerk's office.

Thank you for your consideration,

Renee Pratt

Renee Pratt, Executive Director
Metro Social Services

Docusign Envelope ID: 72CA26BA-23DC-8F32-8343-3038356B1ED3

Freddie O'Connell
Mayor

MSS metro social services

Renee Pratt
Executive Director
Metro Social Services

Metropolitan Government of Nashville and Davidson County

Metropolitan Social Services

Mission Statement:
Metropolitan Social Services Empowers Davidson County Residents to Achieve Economic Stability and Social Well-Being.

We Value:

Commitment to Excellence

- We are responsible stewards of the resources entrusted to us to earn and maintain public trust.
- We employ trained, qualified and diverse staff who delivers services that uphold the highest professional standards.
- Our services are guided by sound research and professional judgment.
- We provide services that are valuable and positively impact the lives of our customers.

Community Focus

- We partner with individuals and families, service providers and the community to identify solutions to the growing and evolving need in the community.
- We promote an environment of mutual trust and respect for those we serve and with whom we work.
- We value our unique role of assessing the presence of poverty and producing reliable information.

Compassion

- We honor the dignity and rights of the people we serve.
- We inform, encourage and inspire customers to make informed decisions.
- We engage our customers by recognizing their strength to obtain self-reliance.

Docusign Envelope ID: 72CA26BA-23DC-8F32-8343-3038356B1ED3

Freddie O'Connell
Mayor

MSS
metro social
services

Renee Pratt
Executive Director
Metro Social Services

Metropolitan Government of Nashville and Davidson County

Item 2. Assurance and Certification
Attachment A

3055 Lebanon Pike, Nashville, TN 37214 | 615-862-6432

Docusign Envelope ID: 72CA26BA-23DC-8F32-8343-3038356B1ED3

Assurances and Certifications – Transportation Services

RFP 2026-03

Organizational Conduct

If the answer to any of the following questions is yes, attach an explanation.

Has the organization and/or any of the organization's employees, agents, independent contractors been convicted of, pled guilty to, or pled no contest to any contracted crime involving a public contract?

☐ Yes ■ No

Has the organization and/or any of the organization's employees, agents, independent contractors been convicted of, pled guilty to, or pled no contest to a felony?

☐ Yes ■ No

Has the organization and/or any of the organization's employees, agents, independent contractors been civilly liable in an action that involved fraud, misrepresentation, material omission, misappropriation, moral turpitude, theft, or conversion?

☐ Yes ■ No

Has the organization and/or any of the organization's employees, agents, independent contractors been relieved of responsibility by a court, employer, or client for actions involving fraud, misrepresentation, material omission, misappropriation, moral turpitude, theft, or conversion?

☐ Yes ■ No

Is your organization currently under Federal or State debarment?

☐ Yes ■ No

Assurances and Certifications

By signing this form, the Offeror represents, warrants, agrees to, and certifies each of the following:

- The Offeror has completed this response independent of any outside influence which may result in it receiving privileged information about this RFP. **This certification is made under penalty of perjury.**
- This proposal factually represents the administrative capabilities and proposed services of the Offeror, and that, if the agency is selected, the Offeror will abide by the terms and conditions of the Provider Contract.
- The Offeror is in compliance with the specific Provider Requirements required by GNRC and the State of Tennessee described in Section 2.1 of the RFP.
- The Offeror is in compliance with the specific Service Description and Standards required by the State of Tennessee for each proposed service activity and described in Section 2.2 of the RFP.
- The Offeror has written policies regarding the following:
  - Personnel Policies
  - Non-discrimination in Hiring Policy
  - Non-discrimination in Service Delivery Policy
  - ADA Compliance Policy
  - Drug Free Workplace Policy
  - Affirmative Action Policy
  - Confidentiality Policy
  - Civil Rights Compliance Policy (Title VI and VII)
  - Certification Regarding Lobbying
- The Offeror has secured all required licenses, certifications, permits, and accreditation (as required by the State and/or Federal governments).

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- The Offeror is willing and financially able to provide services without a guaranteed timeframe for reimbursement.
- The Offeror is not party to an outstanding lawsuit against GNRC or any of its member jurisdictions.
- The Offeror will provide such other and further assurances as may be requested by GNRC or DDA.
- The person signing on behalf of the Offeror is fully authorized to do so and to legally bind the Offeror thereby.

Authorization For Submission

Metro Social Services
(Legal Name of Offeror Agency)

submits this application as part of its response to the Request for Proposals solicited by the Greater Nashville Regional Council. This application and all materials provided in response to the RFP will become part of any contract should the Applicant's proposal be selected.

Renee Pratt
Signatory

03/18/26
Date

Renee Pratt, Executive Director
Name and Title

Docusign Envelope ID: 72CA26BA-23DC-8F32-8343-3038356B1ED3

Attachment B. Business Details

Docusign Envelope ID: 72CA26BA-23DC-8F32-8343-3038356B1ED3

Business Information

Offeror Agency Legal Name: Metro Nashville Government: Social Services

Mailing Address: 3055 Lebanon Pike Nashville, TN 37214

Office Address: 3055 Lebanon Pike Nashville, TN 37214

If the Offeror has multiple offices, attach a complete list.

Is this a virtual office? ☐ Yes ■ No *If yes, provide the address of the physical location at which files are kept. This location will need to be made available for monitoring purposes:*

Physical Address: _____

Primary Contact (Name & Title): Gregory Perry : Program Manager II

E-Mail Address: Gregory.Perry@Nashville.gov Phone: 615-862-6481

Place of Establishment: Davidson County Nashville

Date Established: 1964

State(s) where Licensed/Incorporated: Tennessee

Indicate the entity type:

- ☐ Individual
- ☐ For-Profit Corporation
- ☐ Non-Profit Corporation
- ☐ Special Purpose Corporation or Association
- ☐ Partnership
- ☐ Joint Venture
- ☐ Limited Liability Company
- ■ Government

For sole proprietors/individuals: Provide a brief description of the business's contingency plans in the event that you are unable to work.

For Non-Profit Corporations: Attach the following documents

1. A copy of the organization's bylaws.
2. A roster of the Board of Directors or other governing body. Include the Name, Address, Sex, Race, and Disability Status (i.e. Disabled/Not Disabled) for each member.

Indicate the Disadvantaged Business Enterprise (DBE) status(es) of the Offeror (check any/all that apply):

- ☐ Non-Minority/Disadvantaged
- ☐ Woman Business Enterprise (WBE)
- ☐ Service-Disabled Veteran Enterprise (SDVBE)
- ☐ Disabled Business Enterprise (DSBE)
- ☐ Small Business Enterprise (SBE)
- ☐ Other: _____
- ■ N/A: Government or Non-Profit

Minority Business Enterprise (MBE):

- ☐ MBE - African American
- ☐ MBE - Asia American
- ☐ MBE - Hispanic American
- ☐ MBE - Native American

Docusign Envelope ID: 72CA26BA-23DC-8F32-8343-3038356B1ED3

Attachment C. Service Details

Docusign Envelope ID: 72CA26BA-23DC-8F32-8343-3038356B1ED3

Attachment C

Service Details – Transportation Services
RFP 2026-03

Offeror Agency Name: Metro Nashville Government: Social Services

A. **Services Offered**: Check all services being offered. Service definitions are in Section 2.2.

- ☑ Transportation – Unassisted
- ☐ Transportation - Assisted

B. **Service Availability**: What are the Offeror's weekly operating hours for these services?

Business office/ 9:00am-4:00pm

C. **Holiday Closures**: List all of the Offeror's planned holiday closures. If selected for a contract, the Offeror must receive approval for any closures not listed below.

New Year's Eve & Day, MLK, Presidents', Good Friday, Memorial, Juneteenth, 4th of July, Labor, Veterans', (Thanksgiving Th & Fr), Christmas Eve & Day

D. **Available Staffing**: Provide the number of currently employed staff or volunteers available to provide services in each of the counties listed below. If any county is not within the Offeror's service delivery area, enter "0".

Cheatham County: 0	Montgomery County: 0	Sumner County: 0
Davidson County: 2	Robertson County: 0	Trousdale County: 0
Dickson County: 0	Rutherford County: 0	Williamson County: 0
Houston County: 0	Stewart County: 0	Wilson County: 0
Humphreys County: 0		

E. **Subcontractors**: If the Offeror intends to subcontract any part of the work that is being offered, provide the following information for each subcontractor. You may attach a list.

Name: Metro Transit Authority - (WeGo) Role: Transportation Provider

Mailing Address: 430 Myatt Drive Madison, TN 37115

Phone Number: 615-862-5461 Email: marilyn.yokley@nashville.gov

Docusign Envelope ID: 72CA26BA-23DC-8F32-8343-3038356B1ED3

VOID

VOID

VOID

ATTN: METRO SOCIAL SERVICES
Congregate Feeding/Chippington Towers II
PO Box 196300
Nashville TN 37219-6300

000316

14825477

HEALTH PERMIT

STATE OF TENNESSEE
DEPARTMENT OF HEALTH
ANDREW JOHNSON TOWER - 4TH FLOOR
710 JAMES ROBERTSON PARKWAY
NASHVILLE, TENNESSEE 37243
Food Service Establishment

This Permit Expires on 06/30/2026

HE 605049737
ATTN: Congregate Feeding/Chippington Towers II
Congregate Feeding/Chippington Towers II
1310 Coreland Dr.
Madison TN 37115

CAPACITY: 0

COUNTY: Davidson

Be it known that above operator has made application and paid the sum prescribed by law, and is hereby authorized to conduct said business.
In Witness Whereof I have affixed my Hand at Nashville, Tennessee

Ralph Alvarado, MD, FACP
Commissioner
Department of Health

Lori LeMaster
Director
Environmental Health

Docusign Envelope ID: 72CA26BA-23DC-8F32-8343-3038356B1ED3

VOID

VOID

VOID

ATTN: METRO SOCIAL SERVICES
Congregate Feeding/Cohn Adult
PO Box 196300
Nashville TN 37219-6300

000110

HEALTH PERMIT

14825471

STATE OF TENNESSEE
DEPARTMENT OF HEALTH
ANDREW JOHNSON TOWER - 4TH FLOOR
710 JAMES ROBERTSON PARKWAY
NASHVILLE, TENNESSEE 37243
Food Service Establishment

This Permit Expires
on 06/30/2026

HE 605047745
ATTN: Congregate Feeding/Cohn Adult
Congregate Feeding/Cohn Adult
4800 Park Ave.
Nashville TN 37209

CAPACITY: 0

COUNTY: Davidson

Be it known that above operator has made application and paid the sum prescribed by law, and is hereby authorized to conduct said business.
In Witness Whereof I have affixed my Hand at Nashville, Tennessee

Ralph Alvarado, MD, FACP
Commissioner
Department of Health

Lori LeMaster
Director
Environmental Health

Docusign Envelope ID: 72CA26BA-23DC-8F32-8343-3038356B1ED3

VOID

VOID

VOID

ATTN: METRO SOCIAL SERVICES
Congregate Feeding Cumberland View Tower
PO Box 196300
Nashville TN 37219-6300

000315

14825476

HEALTH PERMIT

STATE OF TENNESSEE
DEPARTMENT OF HEALTH
ANDREW JOHNSON TOWER - 4TH FLOOR
710 JAMES ROBERTSON PARKWAY
NASHVILLE, TENNESSEE 37243
Food Service Establishment

This Permit Expires
on 06/30/2026

HE 605049729
ATTN: Congregate Feeding Cumberland View Tower
Congregate Feeding Cumberland View Tower
1201 Cheyenne Blvd.
Madison TN 37115

CAPACITY: 0

COUNTY: Davidson

Be it known that above operator has made application and paid the sum prescribed by law, and is hereby authorized to conduct said business.
In Witness Whereof I have affixed my Hand at Nashville, Tennessee

Ralph Alvarado, MD, FACP
Commissioner
Department of Health

Lori LeMaster
Director
Environmental Health

Docusign Envelope ID: 72CA26BA-23DC-8F32-8343-3038356B1ED3

VOID

VOID

VOID

ATTN: METRO SOCIAL SERVICES
Congregate Feeding East Park
PO Box 196300
Nashville TN 37219-6300

HEALTH PERMIT

14824612

STATE OF TENNESSEE
DEPARTMENT OF HEALTH
ANDREW JOHNSON TOWER - 4TH FLOOR
710 JAMES ROBERTSON PARKWAY
NASHVILLE, TENNESSEE 37243
Food Service Establishment

This Permit Expires
on 06/30/2026

HE 605198152
ATTN: Congregate Feeding East Park
Congregate Feeding East Park
601 Russell St.
Nashville TN 37206

CAPACITY: 30

COUNTY: Davidson

Be it known that above operator has made application and paid the sum prescribed by law, and is hereby authorized to conduct said business.
In Witness Whereof I have affixed my Hand at Nashville, Tennessee

Ralph Alvarado, MD, FACP
Commissioner
Department of Health

Lori LeMaster
Director
Environmental Health

Docusign Envelope ID: 72CA26BA-23DC-8F32-8343-3038356B1ED3

VOID

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ATTN: METRO SOCIAL SERVICES
Congregate Feeding Elizabeth Ctr
PO Box 196300
Nashville TN 37219-6300

009407

HEALTH PERMIT

14825568

STATE OF TENNESSEE
DEPARTMENT OF HEALTH
ANDREW JOHNSON TOWER - 4TH FLOOR
710 JAMES ROBERTSON PARKWAY
NASHVILLE, TENNESSEE 37243
Food Service Establishment

This Permit Expires
on 06/30/2026

HE 605087149
ATTN: Congregate Feeding Elizabeth Ctr
Congregate Feeding Elizabeth Ctr
1701 Arthur St & 11th Ave.
Nashville TN 37208

CAPACITY: 25

COUNTY: Davidson

Be it known that above operator has made application and paid the sum prescribed by law, and is hereby authorized to conduct said business.
In Witness Whereof I have affixed my Hand at Nashville, Tennessee

Ralph Alvarado, MD, FACP
Commissioner
Department of Health

Lori LeMaster
Director
Environmental Health

Docusign Envelope ID: 72CA26BA-23DC-8F32-8343-3038356B1ED3

HEALTH PERMIT

14780609

STATE OF TENNESSEE
DEPARTMENT OF HEALTH
ANDREW JOHNSON TOWER - 4TH FLOOR
710 JAMES ROBERTSON PARKWAY
NASHVILLE, TENNESSEE 37243
Food Service Establishment

This Permit Expires
on 06/30/2026

HE 605328795
ATTN: Fifty Forward Bordeaux
Fifty Forward Bordeaux
1010 Camilla Caldwell Ln
Nashville TN 37218

CAPACITY: 20

COUNTY: Davidson

Be it known that above operator has made application and paid the sum prescribed by law, and is hereby authorized to conduct said business.
In Witness Whereof I have affixed my Hand at Nashville, Tennessee

Ralph Alvarado, MD, FACP
Commissioner
Department of Health

Lori LeMaster
Director
Environmental Health

Docusign Envelope ID: 72CA26BA-23DC-8F32-8343-3038356B1ED3

VOID

VOID

VOID

ATTN: METRO SOCIAL SERVICES
Congregate Feeding @ Hadley Community Ctr
PO Box 196300
Nashville TN 37219-6300

000356

HEALTH PERMIT

14824511

STATE OF TENNESSEE
DEPARTMENT OF HEALTH
ANDREW JOHNSON TOWER - 4TH FLOOR
710 JAMES ROBERTSON PARKWAY
NASHVILLE, TENNESSEE 37243
Food Service Establishment

This Permit Expires
on 06/30/2026

HE 605188961
ATTN: Congregate Feeding @ Hadley Community Ctr
Congregate Feeding @ Hadley Community Ctr
1037 28th AVE N
Nashville TN 37208

CAPACITY: 50

COUNTY: Davidson

Be it known that above operator has made application and paid the sum prescribed by law, and is hereby authorized to conduct said business.
In Witness Whereof I have affixed my Hand at Nashville, Tennessee

Ralph Alvarado, MD, FACP
Commissioner
Department of Health

Lori LeMaster
Director
Environmental Health

Docusign Envelope ID: 72CA26BA-23DC-8F32-8343-3038356B1ED3

VOID

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VOID

ATTN: METRO SOCIAL SERVICES
Hickory Hollow Towers
PO Box 196300
Nashville TN 37219-6300

000310

HEALTH PERMIT

14825479

STATE OF TENNESSEE
DEPARTMENT OF HEALTH
ANDREW JOHNSON TOWER - 4TH FLOOR
710 JAMES ROBERTSON PARKWAY
NASHVILLE, TENNESSEE 37243
Food Service Establishment

This Permit Expires
on 06/30/2026

HE 605049739
ATTN: Hickory Hollow Towers
Hickory Hollow Towers
100 Curtis Hollow Rd., 1ST FLOOR
Antioch TN 37013

CAPACITY: 0

COUNTY: Davidson

Be it known that above operator has made application and paid the sum prescribed by law, and is hereby authorized to conduct said business.
In Witness Whereof I have affixed my Hand at Nashville, Tennessee

Ralph Alvarado, MD, FACP
Commissioner
Department of Health

Lori LeMaster
Director
Environmental Health

Docusign Envelope ID: 72CA26BA-23DC-8F32-8343-3038356B1ED3

VOID

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VOID

ATTN: METRO SOCIAL SERVICES
Nashville Christian Towers
PO Box 196300
Nashville TN 37219-6300

14847754

HEALTH PERMIT

STATE OF TENNESSEE
DEPARTMENT OF HEALTH
ANDREW JOHNSON TOWER - 4TH FLOOR
710 JAMES ROBERTSON PARKWAY
NASHVILLE, TENNESSEE 37243
Food Service Establishment

This Permit Expires
on 06/30/2026

HE 605049735
ATTN: Nashville Christian Towers
Nashville Christian Towers
101 Foothill Cir
Nashville TN 37217

CAPACITY: 25

COUNTY: Davidson

Be it known that above operator has made application and paid the sum prescribed by law, and is hereby authorized to conduct said business.
In Witness Whereof I have affixed my Hand at Nashville, Tennessee

Ralph Alvarado, MD, FACP
Commissioner
Department of Health

Lori LeMaster
Director
Environmental Health

Docusign Envelope ID: 72CA26BA-23DC-8F32-8343-3038356B1ED3

VOID

VOID

VOID

ATTN: METRO SOCIAL SERVICES
Old Hickory Towers
PO Box 196300
Nashville TN 37219-6300

000117

HEALTH PERMIT

14825478

STATE OF TENNESSEE
DEPARTMENT OF HEALTH
ANDREW JOHNSON TOWER - 4TH FLOOR
710 JAMES ROBERTSON PARKWAY
NASHVILLE, TENNESSEE 37243
Food Service Establishment

This Permit Expires
on 06/30/2026

HE 605049738
ATTN: Old Hickory Towers
Old Hickory Towers
930 Industrial Rd.
Old Hickory TN 37138

CAPACITY: 0

COUNTY: Davidson

Be it known that above operator has made application and paid the sum prescribed by law, and is hereby authorized to conduct said business.
In Witness Whereof I have affixed my Hand at Nashville, Tennessee

Ralph Alvarado, MD, FACP
Commissioner
Department of Health

Lori LeMaster
Director
Environmental Health

Docusign Envelope ID: 72CA26BA-23DC-8F32-8343-3038356B1ED3

VOID

VOID

VOID

ATTN: METRO SOCIAL SERVICES
Congregate Feeding Riverwood Towers
PO Box 196300
Nashville TN 37219-6300

000121

HEALTH PERMIT

14822773

STATE OF TENNESSEE
DEPARTMENT OF HEALTH
ANDREW JOHNSON TOWER - 4TH FLOOR
710 JAMES ROBERTSON PARKWAY
NASHVILLE, TENNESSEE 37243
Food Service Establishment

This Permit Expires
on 06/30/2026

HE 605214090
ATTN: Congregate Feeding Riverwood Towers
Congregate Feeding Riverwood Towers
621 N. Dupont
Madison TN 37115

CAPACITY: 40

COUNTY: Davidson

Be it known that above operator has made application and paid the sum prescribed by law, and is hereby authorized to conduct said business.
In Witness Whereof I have affixed my Hand at Nashville, Tennessee

Ralph Alvarado, MD, FACP
Commissioner
Department of Health

Lori LeMaster
Director
Environmental Health

Docusign Envelope ID: 72CA26BA-23DC-8F32-8343-3038356B1ED3

VOID

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VOID

ATTN: METRO SOCIAL SERVICES
RADNOR TOWERS
PO Box 196300
Nashville TN 37219-6300

HEALTH PERMIT

14824663

STATE OF TENNESSEE
DEPARTMENT OF HEALTH
ANDREW JOHNSON TOWER - 4TH FLOOR
710 JAMES ROBERTSON PARKWAY
NASHVILLE, TENNESSEE 37243
Food Service Establishment

This Permit Expires
on 06/30/2026

HE 605256286
ATTN: RADNOR TOWERS
RADNOR TOWERS
3110 NOLENSVILLE PK
Nashville TN 37211

CAPACITY: 40

COUNTY: Davidson

Be it known that above operator has made application and paid the sum prescribed by law, and is hereby authorized to conduct said business.
In Witness Whereof I have affixed my Hand at Nashville, Tennessee

Ralph Alvarado, MD, FACP
Commissioner
Department of Health

Lori LeMaster
Director
Environmental Health

Docusign Envelope ID: 72CA26BA-23DC-8F32-8343-3038356B1ED3

VOID

VOID

VOID

ATTN: METRO SOCIAL SERVICES
Madison Senior Center
PO Box 196300
Nashville TN 37219-6300

HEALTH PERMIT

14824185

STATE OF TENNESSEE
DEPARTMENT OF HEALTH
ANDREW JOHNSON TOWER - 4TH FLOOR
710 JAMES ROBERTSON PARKWAY
NASHVILLE, TENNESSEE 37243
Food Service Establishment

This Permit Expires
on 06/30/2026

HE 605123494
ATTN: Madison Senior Center
Madison Senior Center
301 Madison St.
Nashville TN 37115

CAPACITY: 10

COUNTY: Davidson

Be it known that above operator has made application and paid the sum prescribed by law, and is hereby authorized to conduct said business.
In Witness Whereof I have affixed my Hand at Nashville, Tennessee

Ralph Alvarado, MD, FACP
Commissioner
Department of Health

Lori LeMaster
Director
Environmental Health

Docusign Envelope ID: 72CA26BA-23DC-8F32-8343-3038356B1ED3

STATE OF TENNESSEE

DEPARTMENT OF HEALTH
DIVISION OF HEALTH LICENSURE AND REGULATION
DIVISION OF HEALTH RELATED BOARDS

665 Mainstream Dr.
Nashville, TN 37243

tn.gov/health

TENNESSEE BOARD OF DIETITIANS/NUTRITIONIST EXAMINERS
1-800-778-4123 or (615) 532-5132

August 13, 2025

TO WHOM IT MAY CONCERN:

This letter serves as primary source verification of licensure in the State of Tennessee. To expedite the verification process, this is the standard format used by the Board of Dietitians/Nutritionist Examiners. The Board of Dietitians/Nutritionist Examiners is pleased to furnish the following information from our files:

PROFESSION :	Dietitian/Nutritionist
RANK :	Licensed Dietitian/Nutritionist
NAME :	Compston, Elise
LICENSE NUMBER:	4921
ISSUE DATE :	06/17/2024
EXPIRATION DATE :	06/30/2027
CURRENT STATUS :	Licensed
STATUS DATE :	06/17/2024
SPECIAL ENDORSEMENTS :	

COMMENTS : There is no history of disciplinary action on this license. The State of Tennessee only provides the above information. Any other information needed must be obtained from the licensee.

Sincerely,

Tennessee Board of Dietitians/Nutritionist Examiners

License No. 4921

State of Tennessee

Licensed Dietitian / Nutritionist

This certifies that MRS. ELISE COMPSTON has complied with the official Code of Tennessee and all of the amendatory acts thereto to practice as a Dietitian / Nutritionist.

Therefore, by the authority granted in Tennessee Code Annotated Section 63-25-109, the aforesaid is licensed to practice in the State of Tennessee.

This the 17th day of June, 2024.

TENNESSEE DEPARTMENT OF HEALTH

Commissioner, Dept. of Health

Jennifer L. Rotramel, Esq
Assistant Commissioner, Health Licensure & Regulation

Jennifer L. Earnest
Secretary

Morgan Anderson

Ph.D, MS, RDN, LDN

Emily A. Smith MS, RD, LD, CCTD

Patrick Parham

Docusign Envelope ID: 72CA26BA-23DC-8F32-8343-3038356B1ED3

Docusign Envelope ID: 72CA26BA-23DC-8F32-8343-3038356B1ED3

Attachment D. Service Rates

Docusign Envelope ID: 72CA26BA-23DC-8F32-8343-3038356B1ED3

Service Rates – Transportation Services
RFQ 2026-03

Offeror Agency Name: Metro Nashville Government: Social Services

Completed By: Tammy Hunt Date: March 16, 2026

Signed: _____

For each service proposed, provide the Offeror's usual and customary rate and the rate charged to GNRC.

- Service Unit: The unit by which each service is reimbursed. All rates are for one unit of service.
- Usual & Customary Rate: The rate the Offeror typically charges private pay clients per Service unit.
- Maximum Rate: The maximum allowable reimbursement rate for each service. Maximum rates are set by the TN Department of Disability and Aging.
- Rate Charged to GNRC: The amount the Offeror is proposing to charge GNRC per service unit. This amount must be less than both the maximum rate and the usual & customary rate for the service.

Service	Service Unit	Usual & Customary Rate	Maximum Rate	Rate Charged to GNRC
Transportation – Unassisted, in-county	1 one-way trip	4.20	N/A	4.20
Transportation – Unassisted, out-of-county	1 one-way trip	N/A	N/A	N/A
Transportation – Assisted, in-county	1 one-way trip	N/A	N/A	N/A
Transportation – Assisted, out-of-county	1 one-way trip	N/A	N/A	N/A
Out-of-Service-Area Travel Fee (if offered)		N/A	N/A	N/A

Docusign Envelope ID: 72CA26BA-23DC-8F32-8343-3038356B1ED3

Freddie O'Connell
Mayor

MSS
metro social
services

Renee Pratt
Executive Director
Metro Social Services

Metropolitan Government of Nashville and Davidson County

Item 7. History and Experience

Docusign Envelope ID: 72CA26BA-23DC-8F32-8343-3038356B1ED3

Item 7. History and Experience

MSS
metro social
services

Metro Social Services' Nutrition program have been providing congregate and home delivered meals (HDM) since the early '70's under the guidelines of the Older Americans Act (OAA) Title III and Tennessee Commission on Aging and Disability (TCAD) policies and procedures. Eligibility for participation in the congregate meal program is based on age. Participants must be at least 60 years of age or must be the spouse of someone 60 years or older. Disabled persons under 60 years of age who reside in a senior high-rise development where congregate meals are served are eligible to participate. Eligibility requirements for home delivered meals must be age 60 or older, confined to home (illness, incapacitation or disability, unable to prepare own meals, lack of family support and must live in Davidson County for both programs.

Metro Social Services' Nutrition program is aimed at promoting better health among the older segment of the population through improved nutrition, providing opportunities for socializing through a wide range of activities, including crafts, board games, and discussion groups. Metro Social Services Nutrition Program aims to reduce the isolation of the elderly by offering an opportunity to live their remaining years in dignity.

Metro Social Services Nutrition program will ensure that eligible seniors, disabled persons, and their caregiver(s) are provided with nutritionally sound Home delivered, and Congregate Meals are served in designated community centers, senior citizens centers, and other public and private facilities throughout Davidson County.

The History of Metropolitan Social Services

From Then to Now

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Before MSS

1879 - State Legislature that administering "poor relief" was responsibility of Justices of the Peace.

1937 - Tennessee Welfare Act provided the state would share responsibility for assistance to the needy elderly and blind persons and dependent children.

1943 - City of Nashville created a Department of Welfare.

1953 - State Legislature authorized sharing responsibility for aid to permanently and totally disabled persons.

1955 - Creation of the Davidson County Welfare Commission, through private act of the State Legislature. First Executive Director hired.

- Administered by 9-member Board
- Provide general relief to residents and nonresidents in Davidson County, engage in study and research on cause of financial dependency and enter into cooperative agreements with other State and City welfare agencies for the administration of welfare programs.

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Metropolitan Social Services

5 Executive Directors

Camilla Caldwell

William Moynihan

Michael Miller

Dorothy Berry

Geraldine Robinson

Renee Pratt

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Growth and Expansion

- Late 1960s – Health Certification began to screen applicants for health services and medication from the Health Department
- 1970s – Child Care Center opened to provide care for children of low-income working parents; Home Management began and help people facing evictions and other problems; using federal Older Americans funds, began Adult Day Care at Knowles Home and a Nutrition Program with 20 meal sites

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Freddie O'Connell
Mayor

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Renee Pratt
Executive Director
Metro Social Services

Metropolitan Government of Nashville and Davidson County

a. A description of the Offeror's experience providing services under similar contracts:

During the 2016 -2017 Fiscal Year, Metropolitan Social Services:

- Served a total of **156,847units of meals to 10,245 seniors** through the congregational and homebound senior nutrition programs.
- Provided **8,124 trips for 919 seniors** to congregate meal sites and critical medical appointments.

During the 2020 -2021 Fiscal Year (COVID) Metropolitan Social Services:

- Served a total of **234,268 units of HDM meals to 9,420** seniors through the congregational and homebound senior nutrition programs.
- Provided **53 medical trips to 19 seniors** to critical medical appointments
- **Transportation to and from the Congregate meal sites were suspended due to the COVID Restrictions**

b. A description of the Offeror's organizational experience in working with older adults or adults with disabilities, including the number of nutrition services clients the Offeror has served in the **last year**

During the 2024-2025 Fiscal Year Metropolitan Social Services:

- Served a total of **197,565 units of HDM meals to 10,222 seniors** through the congregational and homebound senior nutrition programs.
- Provided **18 medical trips to 14 seniors** to critical medical appointments
- Provided **3,505 trips for 361 seniors** to congregate meals sites.

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Metropolitan Government of Nashville and Davidson County

RFP-2026-03 Transportation Services for Older Adults

Service Delivery

A.

Daily operations. Include any advance notice for ride scheduling and the average wait time for pickup- Congregate site transportation operations. Congregate nutrition site participants sign up for transportation to and from sites at the congregate nutrition site. The weekly sign up for transportation is submitted on Thursday for the following week. Reservations are confirmed, by WeGo, when reservations are submitted. Participants can contact site to cancel ride if needed. Medical appointments operations. Participants contact the Metro Social Services Nutrition Program. Nutrition Program staff receive information, confirm accuracy, and submit to ride scheduling at WeGo. Reservations are confirmed the day before the trip. Reservations can be made 1-7 days in advance. Average wait time is 30 minutes before and after scheduled reservation. Customer must contact MSS, not WeGo, to make any revisions. MSS staff will email or call WeGo reservations to make the revision to scheduled transportation trip.

B.

I. **Types of transportation provided.**
Transportation- Unassisted. Metro will coordinate with Metropolitan Transit Authority (WeGo), AccessRide division. AccessRide provides door to door service within Davidson County with a 24-hour advanced reservation.

II. **Service eligibility requirements.**
Grant IIIB riders must be in this order: (1) eligible for Nutrition Services, and (2) also eligible for Nashville Metropolitan Transit Authority (WeGo) AccessRide services.

III. **Allowable destination location types.**
Metro Social Services will coordinate transportation services with WeGo to assist in transporting elderly participants (low-income, low-

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income minority, and English limitation) to and from critical medical appointments, congregate meal sites, and other socialization activities.

IV. Customer service process, including any required advance notice for ride scheduling.

Metro Social Services will coordinate transportation services with WeGo to assist in transporting elderly participants (low-income, low-income minority, and English limitation) to and from critical medical appointments, congregate meal sites, and other socialization activities. Metro Social Services provides services to customers regardless of race, color, creed, sexual orientation, ethnic origin, or disability. The eligibility criteria ensure customers at MSS receive appropriate services based on their needs. Reservations can be made 1-7 days in advance. Reservations are confirmed the day before the trip.

V. Average wait time for pickup.

Average wait time is 30 minutes before and after scheduled reservation.

C. **Description of quality assurance measures taken by offeror, including any customer satisfaction and customer complaint processes.**

Customer Satisfaction process-
All eligible seniors using transportation services will receive a bi-annual review and complete customer survey to ensure the senior remains an active nutrition customer **(Attachment).**
Complaint process- The WeGo grievance procedure is available on the AccessRide vehicles. Any complaint from a rider about WeGo is reported to Metro Social Services management team/staff who will address the issue with WeGo. For any issue WeGo has regarding a rider, WeGo discusses it with the rider then reports to Metro Social Services management team/staff who ultimately handle the customer.

D. **Plan for providing services during an emergency**.

Nutrition congregate site emergency plan-

MSS EMERGENCY PLAN

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Metropolitan Government of Nashville and Davidson County

Shelf stable meals are ordered in bulk, stored, and secured in preparation of inclement weather. When inclement weather is expected, MSS staff will implement the emergency food plan.

Emergency Food Plan:

Each fiscal year MSS provides every customer with a minimum of 5 emergency shelf stable meals. The meals are distributed in March (5 meals), October (5 meals), and December (5 meals).

The meals are distributed via the Metro Social Services assigned site manager and van drivers. The meals are clearly labeled (emergency use) to the customers with specific instructions. The meals are used for congregate meal sites, or the van driver is unable to deliver the meals.

Upon receiving the emergency meals, the customer will sign the roster stating that they have received the meals, and they know the purpose of the emergency shelf stable meals.

In the event of inclement weather MSS will leave a pre-recorded message on the Nutrition phone line that will inform the customers to leave their name and contact number if they need food.
The contact persons: Gregory Perry (Program Manager) and Oscar Holt (Program Supervisor)

E. **Policy and process for driver screening, including obtaining and maintaining documentation on criminal background checks, drivers' licenses, and auto insurance documentation for staff and volunteers involved in service delivery related to this RFP**- WeGo owns and operates WeGo/AccessRide. WeGo requires drivers to complete a comprehensive 9-week training program + annual refreshers. WeGo is fully responsible for all hiring requirements, maintenance and safety of vehicles and all equipment, and for accident review.

F. Plan to reach and satisfy the services needs of older adults in the greatest social and economic need, including low-income, minority, older adults with limited English proficiency, and older adults living in rural areas with their caregivers- Metro Social Services operates congregate nutrition

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Metropolitan Government of Nashville and Davidson County

sites in areas of Davidson County with populations of older adults that are low-income, minority, and have limited English proficiency. Transportation is provided to congregate nutrition sites from all areas within Davidson County.

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Nutrition Customer MTA/WeGo Transportation Feedback Survey-FY 2025

A total of 26 **transportation** customers returned surveys **(24 were utilized)** for the yearly report from each listed congregate site: FFB, East Park, Elizabeth, Hadley, and Madison Station. The following demographics were observed: The respondents were **75%** Female and **25%** were Male; the average age was **72**. The racial identification of participants was **100%** Black. The following percentages indicate how customers rated the transportation services. Customers were asked to rate statements about the transportation services. The following percentages indicate the level of customer satisfaction with the services.

Customer Attendance:

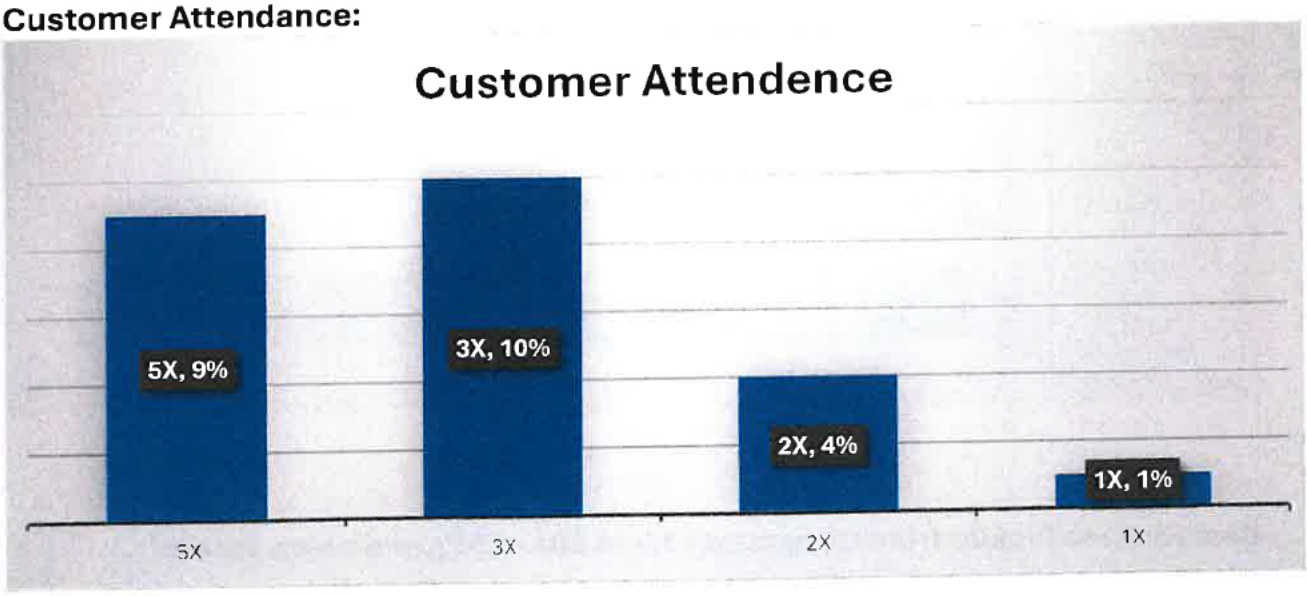

Chart 1: The Transportation reservation process is easy - 96% indicated they were very or somewhat satisfied with this process.

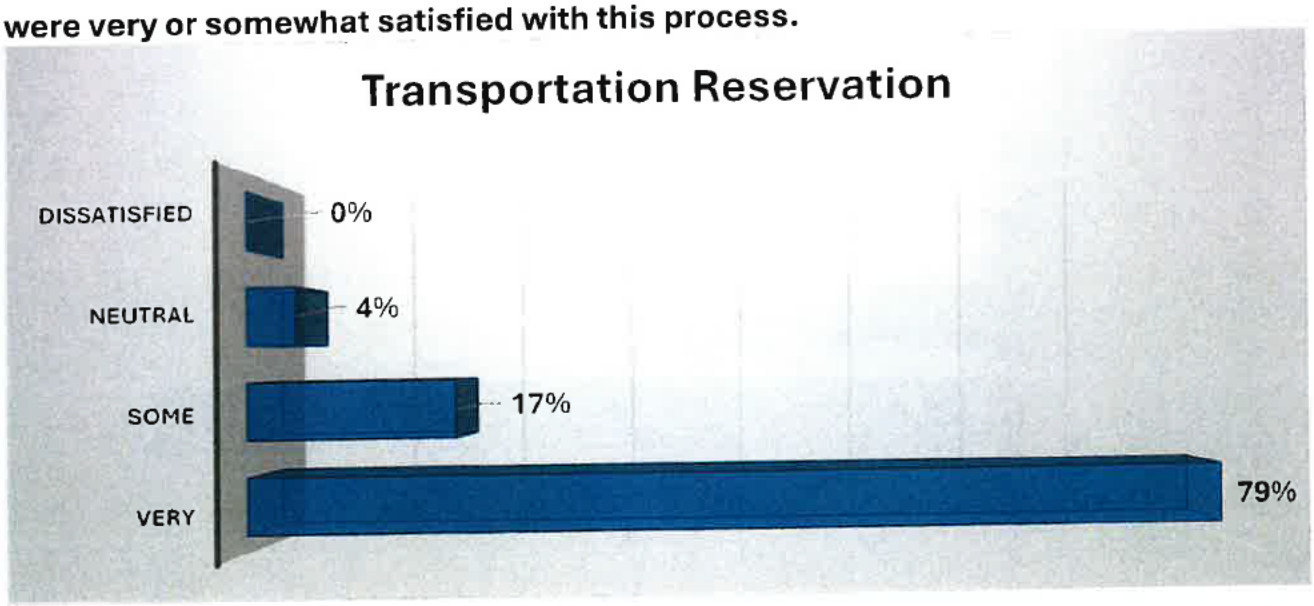

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Chart 4: Getting on and off the vehicle-88% of respondents surveyed were very or somewhat satisfied.

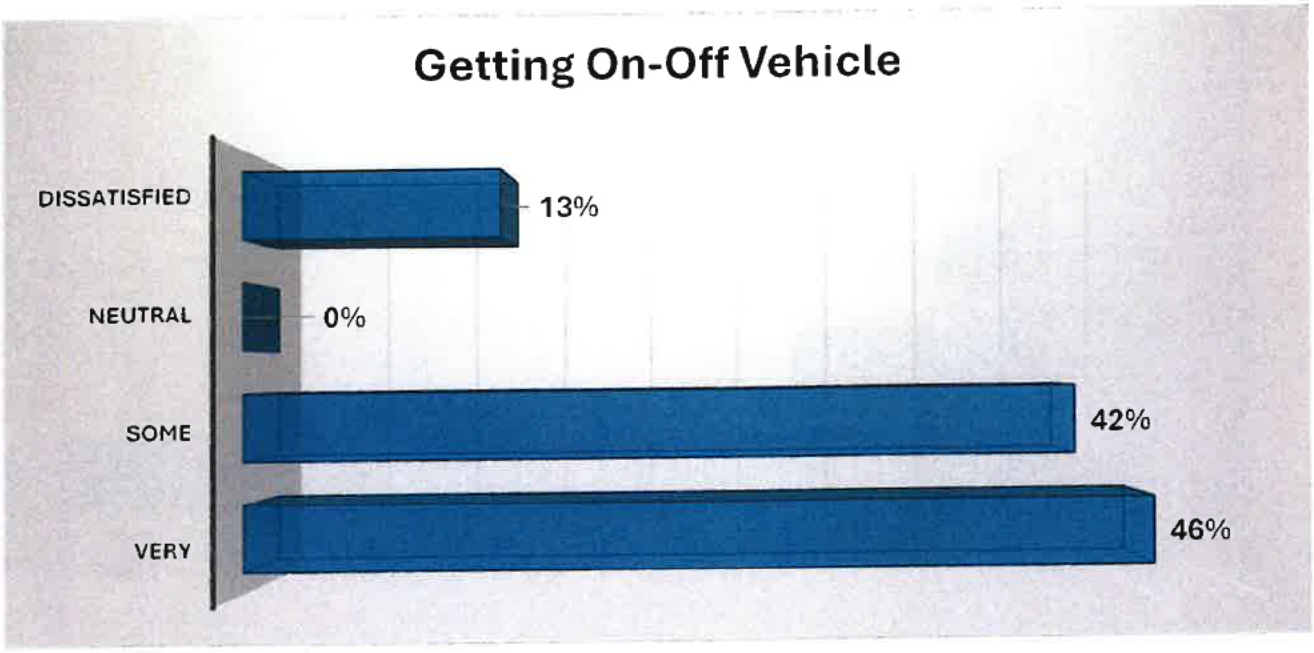

Chart 5: Vehicle seats are clean and comfortable- 83% of respondents were very or somewhat satisfied.

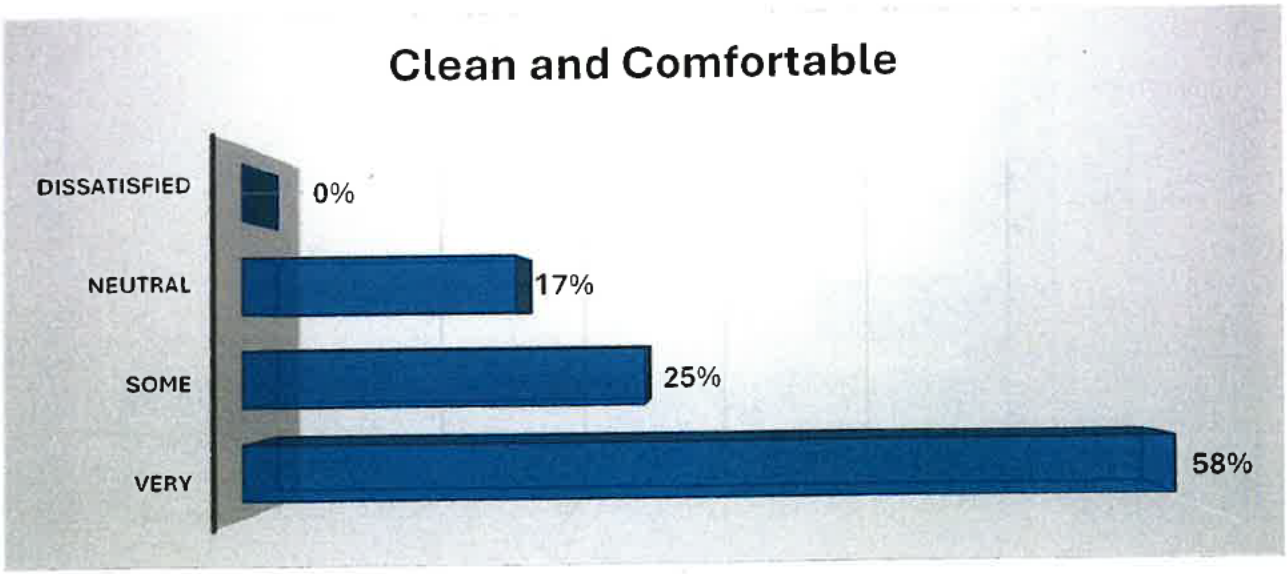

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Chart 8: There is timely notification when transportation is delayed -83% of the customers indicated very or somewhat satisfied with the service.

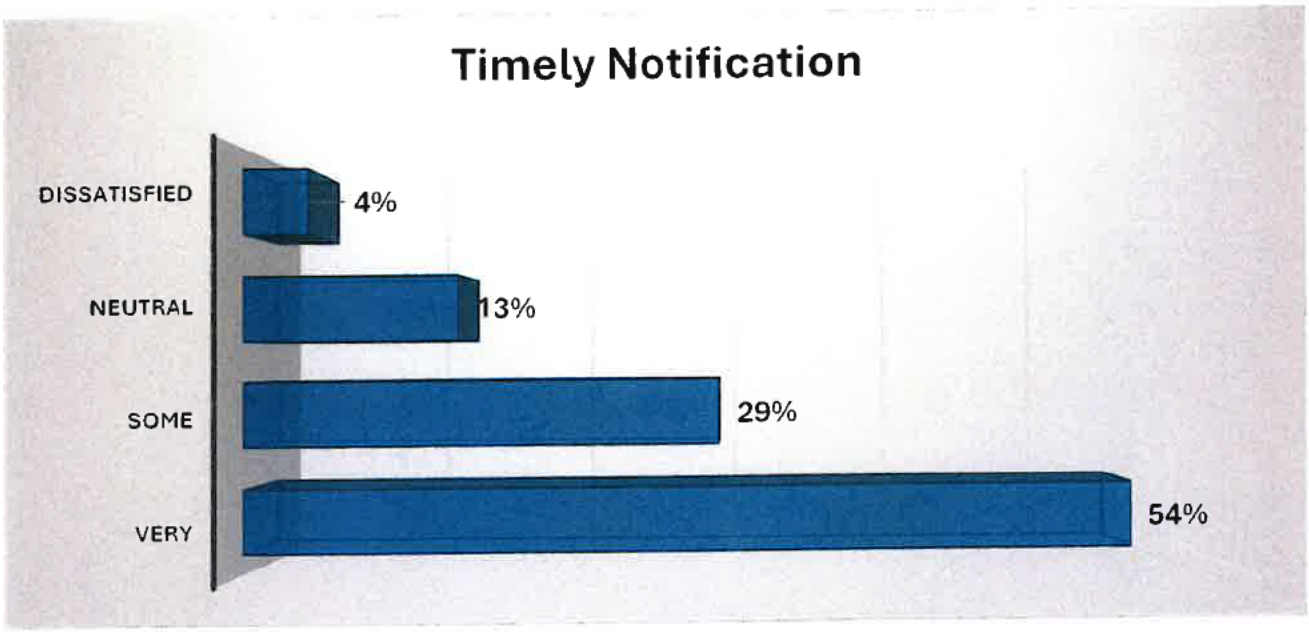
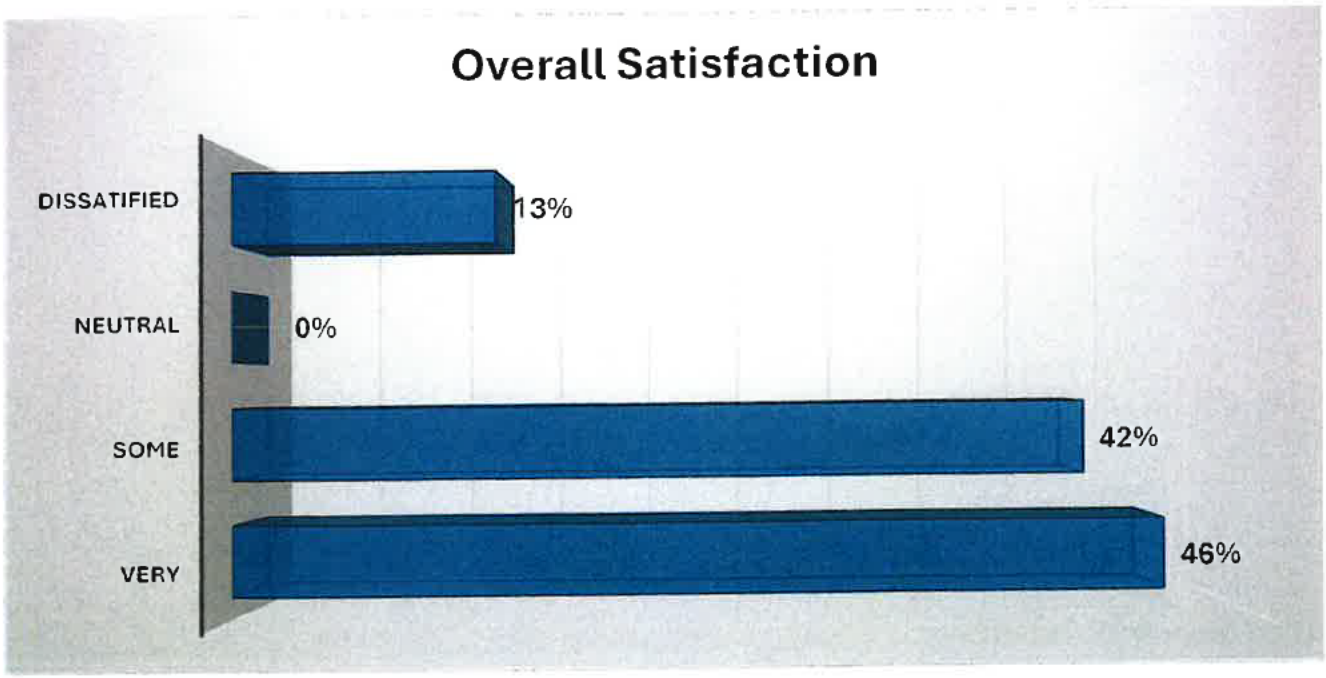


Chart 9: Overall, 88% of respondents were very or somewhat satisfied with the MTA/WeGo transportation service.



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Metropolitan Government of Nashville and Davidson County

RFP-2026-03 Transportation Services for Older Adults

Cost Effectiveness

Metro Social Services subcontracts older adult ride services with an existing transportation service provider. Providing services through the Metropolitan Transit Authority (WeGo) is a cost-effective measure that reduces per ride cost.

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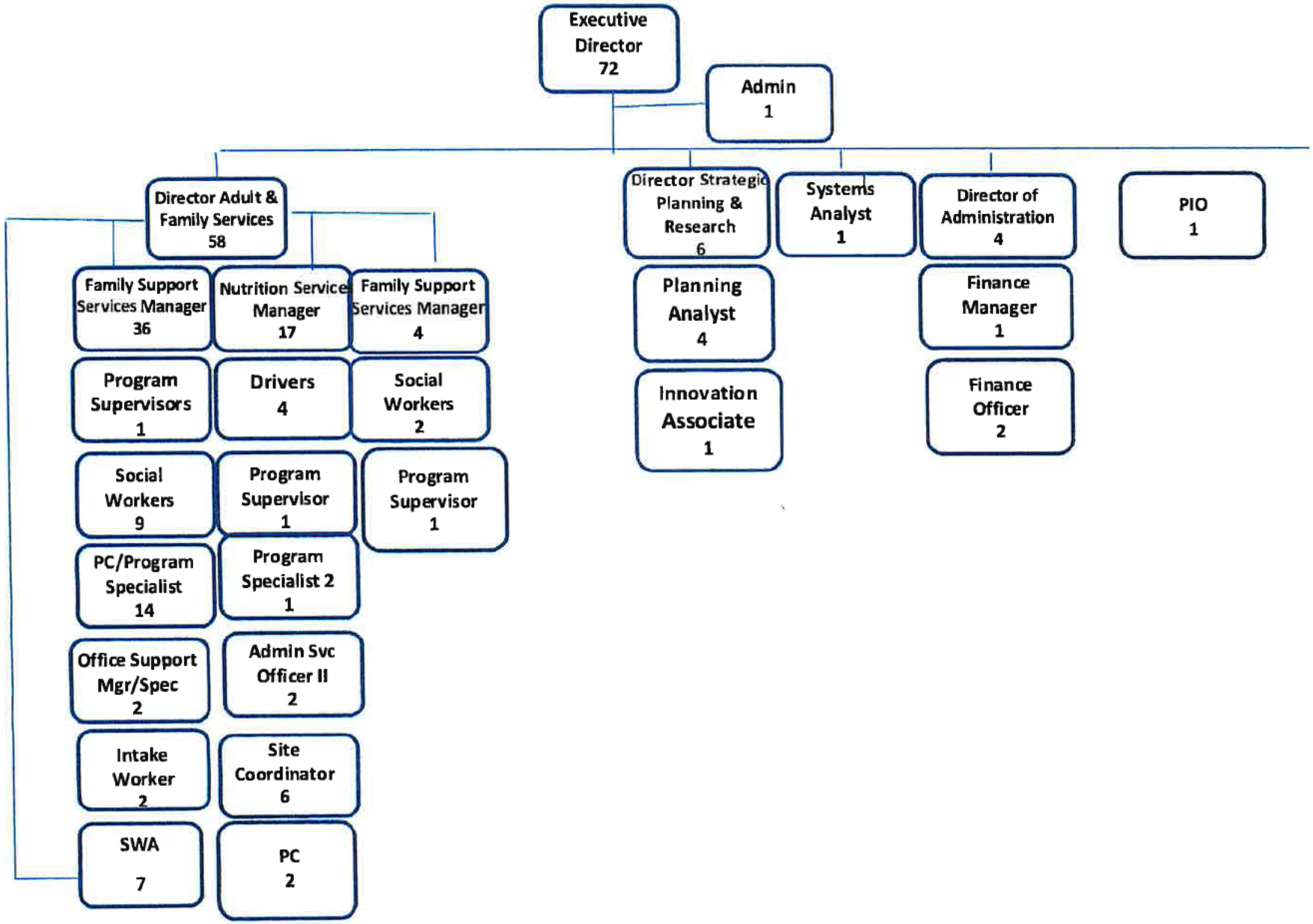
Metro Social Services

Metropolitan Government of Nashville and Davidson County

Item 10. Personnel and Training

Metro Social Services FY2026



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Metro Social Services
Board of Commissioners
Term and Contact Information

	TERM BEGINS	TERM EXPIRES
Charlotte Peacock [redacted]	March 19, 2016	July 20, 2029
Pastor William Harris [redacted]	April 2, 2024	April 3, 2029
Chandra Allen [redacted]	June 17, 2025	April 3, 2030
D'Angelo Taylor [redacted]	June 1, 2025	April 3, 2030

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	TERM BEGINS	TERM EXPIRES
Shayla Holt [redacted]	April 7, 2021	April 3, 2026
Carolyn Smith [redacted]	April 22, 2021	April 3, 2026
Anne Havard [redacted]	June 4, 2024	March 24, 2029

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FUNCTIONAL JOB DESCRIPTION

Classification: Program Manager II
Division: Adult & Family Services
Location: 3055 Lebanon Pike
Nashville, Tn. 37214

Functional Title: Program Manager
Department: Social Services

Shift: 8:00-4:30 pm

Supervisor's Classification: Program Manager II
Supervisor's Functional Title: Director of Adult and Family Support Services

1. GENERAL PURPOSE OF JOB

Briefly describe the job's primary purpose or contribution to the department or organization.

Performs the professional and supervisory duties involved in supervising employees working with customers of the Nutrition Program and Liquid Supplement programs. Responsible for the overall day-to-day operations of the programs and any other related duties as required.

2. DUTIES AND RESPONSIBILITIES

List the job's essential or most important functions and responsibilities. Include all important aspects of the job, whether performed weekly, monthly, or annually, and any that occur at irregular intervals.

1. Responsible for the Nutrition & Ensure Programs and provides administrative leadership.
2. Ensures that all mandatory training is scheduled, the unit is staffed daily, approves all leave request and monitors the day-to-day operations of the unit.
3. Responsible for payroll, ensuring the time is accurate, training records and all evaluations of staff.
4. Responsible for all weekly, monthly, quarterly or annual reports that are required for the monitoring of the program.
5. Promotes a healthy, safe and productive work environment daily.
6. Develops Performance Measures and Goals for the unit and ensures that all are measurable by data collection procedures.
7. Responsible for ensuring case records are distributed equally and fairly among all staff and that all case records are reviewed and signed off by the Program Manager.
8. Conducts regularly scheduled staff meetings that ensure that all staff in the Nutrition receive the needed information to complete their task.
9. Maintains accurate reports, data collection and statistical information.
10. Participates in any community projects and committees that are pertinent to the program as assigned.
11. Participates in all scheduled meetings, trainings and seminars as needed.
12. Participate in marketing the Nutrition Program.
13. Ensures that all contractual requirements are being met
14. Counsels and corrects staff may it be orally or written for inappropriate actions.
15. Prepares written oral reports as needed.
16. Ensure that the program provides supportive services appropriate to address the needs of customer who are experiencing more complex and diverse issues.
17. Assuming or performing other duties as needed or assigned.
18. Works closely with the agency business office, metro finance and grantors to ensure budget and contractual obligations are met.
19. Assures nutrition policies and procedures are following Dept. of Disability Aging Nutrition Chapter 6 Standards.
20. Involved in the fiscal planning/food service management and evaluation of program.

3. SUPERVISORY RESPONSIBILITIES

If this job supervises others, give the name of the section or division managed and the number of employees supervised. If there are subordinate supervisors, include them also.

Responsible for the direct supervision of 1-3 FTE

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4. OTHER SIGNIFICANT INFORMATION (AREAS OF SPECIALIZATION, ETC.)
Have knowledge of the complex and diverse needs of the customers being served and the awareness of the issues of individuals and families. Computer skills in Microsoft, Access, Excel and EBS systems.

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PHYSICAL REQUIREMENTS CHECKLIST

Please indicate the frequency with which you perform the following activities as part of your job.

Frequency	Time Spent
Never	0%
Seldom	less than 10%
Occasionally	10% - 25%
Frequently	more than 25%

In addition, indicate whether each activity is essential to the performance of the duties of the position. Choose the frequency which best describes the amount of time you spend performing each activity.

ACTIVITY		FREQUENCY	ESSENTIAL	
LIFTING	10 lbs	**Occasionally**	☐ No	☒ Yes
	up to 25 lbs	**Occasionally**	☐ No	☒ Yes
	up to 50 lbs	**Never**	☒ No	☐ Yes
	up to 100 lbs	**Never**	☒ No	☐ Yes
	over 100 lbs	**Never**	☒ No	☐ Yes
STANDING		**Occasionally**	☐ No	☒ Yes
WALKING		**Occasionally**	☒ No	☐ Yes
SITTING		**Frequently**	☐ No	☒ Yes
SEEING		**Frequently**	☐ No	☒ Yes
HEARING		**Frequently**	☐ No	☒ Yes
TALKING		**Frequently**	☐ No	☒ Yes
USING HANDS		**Frequently**	☐ No	☒ Yes
DRIVING		**Occasionally**	☐ No	☒ Yes

Does this job require a Commercial Drivers License (CDL) or Endorsement?

☒ No ☐ Yes Class: _____ Endorsements: _____

Please describe any other essential physical requirements of this position:

SIGNATURES:

EMPLOYEE	**SUPERVISOR**	**DATE**
_____	_____	_____
_____	_____	_____
_____	_____	_____

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FUNCTIONAL JOB DESCRIPTION

Classification: Program Supervisor
Division: Nutrition
Location: 3055 Lebanon Pike
Nashville, Tn. 37214

Functional Title: Program Supervisor
Department: Social Services

Shift: 8-4:30pm

Supervisor's Classification: Special Projects Manager
Supervisor's Functional Title: Director of Programs

1. GENERAL PURPOSE OF JOB

Briefly describe the job's primary purpose or contribution to the department or organization.

This position is responsible for ensuring the Senior Nutrition Program meets the needs of its clients by providing information, making referrals, assessing, and meeting their needs as resources are available. This includes working with medical staff as well as partnering with agencies that serve Senior Adults and or people with disabilities to ensure they receive at least one nutritious meal daily.

2. DUTIES AND RESPONSIBILITIES

List the job's essential or most important functions and responsibilities. Include all important aspects of the job, whether performed weekly, monthly, or annually, and any that occur at irregular intervals.

--- Responsible for working closely with the Program Manager as it pertains to contracts, audits, billing etc.
__ Responsible for working as a triage team with the Nutrition staff to ensure all sites are covered daily and all Homebound meals are delivered.
---Responsible for establishing and nurturing positive and healthy working relationships with the Congregate meal High rises Management, Community Centers Management, Parks & Recreation staff that are affiliated with the meal sites and MTA/WeGo.
---Ensure all AAA(OPTIONS) and grant client files are in order and contain authorizations from GNRC
---Process referrals from the MSS database waiting list
---Responsible to developing and establishing firm relationships with pertinent partners and organizations which will assist the customers in navigating the system as it pertains to medical insurance and their needs (prescriptions, medical equipment etc).
---Provides case management, counseling, and appropriate referrals
---Responsible for the assignment of initial assessments on customers pulled from the referral log.
---Assesses eligibility according to established program policies and guidelines
--- Responsible for reading, understanding, implementing, and operate in Metro and MSS policies & procedures, GNRC and DDA (Dept. of Disability & Aging) policies procedures and hold staff accountable to the same.
---Provides outreach services within the community including being a part of the community events hosted by MSS
---Makes home visits to customers' homes and/or other agencies/locations within the community
---Provides customers with the necessary information to enable them to understand the services of the program and the information needed for continuation of services.
---Maintains accurate and professional case records and contacts in both the MSS system and the MonAmi database.
---Maintains data for accurate measures of outcomes that are assigned individually and programmatically
---Accurately completes required forms and documentation in a timely manner
---Participates in problem solving between staff and client as need arises
---Completes evaluations, counsels and recommends disciplinary action as needed.
---Responsible for being a part of the division and agency leadership team.
---Responsible for all weekly, monthly, quarterly, and annual reports.
---Responsible for working when needed across programs and the MSS operated shelters.
---Assumes other duties as needed or assigned

3. SUPERVISORY RESPONSIBILITIES

If this job supervises others, give the name of the section or division managed and the number of employees supervised. If there are subordinate supervisors, include them also.

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Will be responsible to supervise 1-2 In Office Nutrition Staff upon formal Metro Supervisor training Will be responsible to manage all congregate meal sites and supervise all congregate paid staff.

4. OTHER SIGNIFICANT INFORMATION (AREAS OF SPECIALIZATION, ETC.)

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PHYSICAL REQUIREMENTS CHECKLIST

Please indicate the frequency with which you perform the following activities as part of your job.

Frequency	Time Spent
Never	0%
Seldom	less than 10%
Occasionally	10% - 25%
Frequently	more than 25%

In addition, indicate whether each activity is essential to the performance of the duties of the position. Choose the frequency which best describes the amount of time you spend performing each activity.

ACTIVITY		FREQUENCY	ESSENTIAL	
LIFTING	10 lbs	**Occasionally**	☒ No	☐ Yes
	up to 25 lbs	**Occasionally**	☒ No	☐ Yes
	up to 50 lbs	**Occasionally**	☒ No	☐ Yes
	up to 100 lbs	**Occasionally**	☒ No	☐ Yes
	over 100 lbs	**Occasionally**	☒ No	☐ Yes
STANDING		**Frequently**	☐ No	☒ Yes
WALKING		**Frequently**	☐ No	☒ Yes
SITTING		**Frequently**	☐ No	☒ Yes
SEEING		**Frequently**	☐ No	☒ Yes
HEARING		**Frequently**	☐ No	☒ Yes
TALKING		**Frequently**	☐ No	☒ Yes
USING HANDS		**Frequently**	☐ No	☒ Yes
DRIVING		**Frequently**	☐ No	☒ Yes

Does this job require a Commercial Drivers License (CDL) or Endorsement?

☒ No ☐ Yes Class: _____ Endorsements: _____

Please describe any other essential physical requirements of this position:

SIGNATURES:

EMPLOYEE	**SUPERVISOR**	**DATE**
_____	_____	_____
_____	_____	_____
_____	_____	_____

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FUNCTIONAL JOB DESCRIPTION

Classification: Van Driver(Home Ambassodor)
Division: Nutrition Program
Location: 3055 Lebanon Pike
Nashville, Tn. 37214

Functional Title: Van Driver
Department: Social Services

Shift: 8:00-4:00

Supervisor's Classification: Program Manager II
Supervisor's Functional Title: Program Manager II

1. GENERAL PURPOSE OF JOB

Briefly describe the job's primary purpose or contribution to the department or organization.

The purpose of this position is to deliver meals to homebound customers in Davidson County as a part of the Nutrition Program grant requirements. This position will also do routine checks on the customer during the weekly visit and assist with minor task which may enhance the customer's quality of life.

2. DUTIES AND RESPONSIBILITIES

List the job's essential or most important functions and responsibilities. Include all important aspects of the job, whether performed weekly, monthly, or annually, and any that occur at irregular intervals.

1. Responsible for delivering meals, nutritional education materials and other items to customers as requested.
2. Responsible for working with their supervisor to ensure the most efficient coordination of the meal delivery route for the homebound customers.
3. Responsible for ensuring route sheets are accurate and up to date prior to the meal delivery.
4. Responsible for completing and submitting missed meal reports daily
5. Responsible for effective communication with their supervisor and designated staff regarding delivery concerns and customer issues.
6. Responsible for assisting the customer with minor task on the assigned visit such as taking out the trash, bringing in the mail, warming up a meal in the microwave etc.
7. Responsible for being a team player and assist where needed within the program.
8. Responsible for submitting accurate monthly reports by the designated deadline.
9. Responsible for insuring accurate meal count, inventory and inspection of meals from the food vendor daily.
10. Responsible for collecting donations from customers and submitting them to the designated staff person.
11. Responsible for maintaining proper operations, cleanliness and appearance of vehicle.
12. Responsible for performing daily routine vehicle maintenance and safety checks on the vehicle.
13. Responsible for reporting any needed repairs and/or accidents to their supervisor and completing any necessary documentation.
14. Attend and participate in all meetings and trainings as appropriate.
15. Other duties as needed and/or assigned.

3. SUPERVISORY RESPONSIBILITIES

If this job supervises others, give the name of the section or division managed and the number of employees supervised. If there are subordinate supervisors, include them also.

None

4. OTHER SIGNIFICANT INFORMATION (AREAS OF SPECIALIZATION, ETC.)

1.) Proven ability to communicate effectively with elderly and/or disabled clients, family members, and other individuals involved in the care of the customer.
2.) General knowledge of the needs & resources of the elderly and disabled.
3.) General computer knowledge, the ability to work in an excel database, check emails etc.
4.) Flexibility to work with others in the best interest of the customers.
5.) The ability to work well independently and effectively communicate information to the team.

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PHYSICAL REQUIREMENTS CHECKLIST

Please indicate the frequency with which you perform the following activities as part of your job.

Frequency	Time Spent
Never	0%
Seldom	less than 10%
Occasionally	10% - 25%
Frequently	more than 25%

In addition, indicate whether each activity is essential to the performance of the duties of the position. Choose the frequency which best describes the amount of time you spend performing each activity.

ACTIVITY		FREQUENCY	ESSENTIAL	
LIFTING	10 lbs	**Occasionally**	☒ No	☐ Yes
	up to 25 lbs	**Seldom**	☒ No	☐ Yes
	up to 50 lbs	**Never**	☒ No	☐ Yes
	up to 100 lbs	**Never**	☒ No	☐ Yes
	over 100 lbs	**Never**	☐ No	☐ Yes
STANDING		**Occasionally**	☐ No	☒ Yes
WALKING		**Frequently**	☐ No	☒ Yes
SITTING		**Frequently**	☐ No	☒ Yes
SEEING		**Frequently**	☐ No	☒ Yes
HEARING		**Frequently**	☐ No	☒ Yes
TALKING		**Frequently**	☐ No	☒ Yes
USING HANDS		**Frequently**	☐ No	☒ Yes
DRIVING		**Frequently**	☐ No	☒ Yes

Does this job require a Commercial Drivers License (CDL) or Endorsement?

☒ No ☐ Yes Class: _____ Endorsements: _____

Please describe any other essential physical requirements of this position:

SIGNATURES:

EMPLOYEE	SUPERVISOR	DATE
_____	_____	_____
_____	_____	_____
_____	_____	_____

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FUNCTIONAL JOB DESCRIPTION

Classification: Nutrition Site Coordinator
Division: Adult & Family Support
Location: 3055 Lebanon Pike
Nashville, Tn. 37214

Functional Title: Nutrition Specialist
Department: Metro Social Services

Shift: 8:00-4:30

Supervisor's Classification: Program Supervisor
Supervisor's Functional Title: Program Supervisor

1. GENERAL PURPOSE OF JOB

Briefly describe the job's primary purpose or contribution to the department or organization.

Performs the administrative duties involved in overseeing and participating in a program to serve meals, and provide an opportunity for socialization, recreation and nutrition education to elderly and disabled individuals.

2. DUTIES AND RESPONSIBILITIES

List the job's essential or most important functions and responsibilities. Include all important aspects of the job, whether performed weekly, monthly, or annually, and any that occur at irregular intervals.

Oversees and participates in the delivery of program services:
1. May serve meals to eligible customers, create an atmosphere that is comfortable and conducive to social interaction among the clients and provide recreational activities and nutrition education for program customers.
2. Provide information and referral to community agencies for clients as needed.
3. Provides support to all the Congregate meal sites and be responsible for obtaining and making all bank deposits, collect and compile all monthly paperwork
4. Provide back-up support to the home delivered meal drivers in their absence.
5. Provide emotional support to customers and encourage them to be as independent as possible.
6. Receive and account for all fees, donations and other sources of income accrued by the site during operation.
7. Assess eligibility for home delivered & congregate meal services to customers using established policies and guidelines.
8. Complete and submit all monthly documentation in a timely manner.
9. Recruit, train and coordinate volunteers.
10. Ensure all safety and sanitation standards are observed.
11. Ensure food and supply waste is kept to a minimum.
12. Provide administrative support via, filing, meal counts, entering monthly data in MonAmi and the agency case management system, answering phones, and case record accountability etc.
13. Attend all meetings, trainings, in-services and workshops as required.
14. Perform any other duties as assigned.

3. SUPERVISORY RESPONSIBILITIES

If this job supervises others, give the name of the section or division managed and the number of employees supervised. If there are subordinate supervisors, include them also.

This is a non-supervisory classification; however, employees in this classification are responsible for coordinating the efforts of volunteers.

4. OTHER SIGNIFICANT INFORMATION (AREAS OF SPECIALIZATION, ETC.)

High School Education; Certified Nurses Training
General knowledge of the needs of elderly and disabled persons
Knowledge of the rules and regulations governing food service and sanitation.
Knowledge of basic first aid and CPR
Skills in dealing with customers, families and the public.

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PHYSICAL REQUIREMENTS CHECKLIST

Please indicate the frequency with which you perform the following activities as part of your job.

Frequency	Time Spent
Never	0%
Seldom	less than 10%
Occasionally	10% - 25%
Frequently	more than 25%

In addition, indicate whether each activity is essential to the performance of the duties of the position. Choose the frequency which best describes the amount of time you spend performing each activity.

ACTIVITY		FREQUENCY	ESSENTIAL	
LIFTING	10 lbs	**Occasionally**	☐ No	☒ Yes
	up to 25 lbs	**Seldom**	☐ No	☒ Yes
	up to 50 lbs	**Never**	☒ No	☐ Yes
	up to 100 lbs	**Never**	☒ No	☐ Yes
	over 100 lbs	**Never**	☒ No	☐ Yes
STANDING		**Frequently**	☐ No	☒ Yes
WALKING		**Frequently**	☐ No	☒ Yes
SITTING		**Occasionally**	☐ No	☒ Yes
SEEING		**Frequently**	☐ No	☒ Yes
HEARING		**Frequently**	☐ No	☒ Yes
TALKING		**Frequently**	☐ No	☒ Yes
USING HANDS		**Frequently**	☐ No	☒ Yes
DRIVING		**Frequently**	☐ No	☒ Yes

Does this job require a Commercial Drivers License (CDL) or Endorsement?

☒ No ☐ Yes Class: _____ Endorsements: _____

Please describe any other essential physical requirements of this position:

SIGNATURES:

EMPLOYEE	**SUPERVISOR**	**DATE**
_____	_____	_____
_____	_____	_____
_____	_____	_____

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Freddie O'Connell
Mayor

MSS metro social services

Renee Pratt
Executive Director
Metro Social Services

Metropolitan Government of Nashville and Davidson County

C. The proposed training and curriculum to be used to keep staff current with respect to service delivery requirements and best practices in services and supports

The Nutrition Program Training plan includes training in the following Topics:

- Specific health, social, economic and nutritional needs of older adults
- Nutrition Education
- Food Service and Management
- Safety and Sanitation
- Monitoring and quality assurance
- Meal delivery
- Food handling, preparation and storage
- Temperature control and food safety
- Title VI, Civil Rights Act
- Records and reporting requirements
- Conducting RA and IA
- Food Recalls/ Borne Illness
- Complaint and incident handling and reporting
- Dietary Guidelines

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Freddie O'Connell
Mayor

MSS metro social services

Renee Pratt
Executive Director
Metro Social Services

Metropolitan Government of Nashville and Davidson County

RFP-2026-03 Transportation Services for Older Adults

Financial Capacity Statement

Metro Social Services is a department of the Metropolitan Government of Nashville and Davidson County. Metro Social Services' fiscal year 2026-2027 budget was submitted with sufficient funding to provide for the continuation of this program at the level funded in fiscal year 2025-2026.

Metro Council will approve the fiscal budget for the FY 2027 on or before June 30, 2026. Metro Social Services has a clear understanding of the reimbursement-based contract. The Nutrition Program budget, which includes the transportation services, is funded in Metro's general fund, which covers the operations of the department until reimbursement is received.

3055 Lebanon Pike, Nashville, TN 37214 | 615-862-6432

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METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY, TENNESSEE

SCHEDULES OF EXPENDITURES OF FEDERAL AND STATE AWARDS AND REPORTS REQUIRED BY THE SINGLE AUDIT ACT AS AMENDED AND THE UNIFORM GUIDANCE

YEAR ENDED JUNE 30, 2024

Docusign Envelope ID: 72CA26BA-23DC-8F32-8343-3038356B1ED3

CROSSLIN
CERTIFIED PUBLIC ACCOUNTANTS

Independent Auditor's Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards*

To the Honorable Mayor and Members of Council
The Metropolitan Government of Nashville and Davidson County, Tennessee

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of the Metropolitan Government of Nashville and Davidson County, Tennessee (the "Government") as of and for the year ended June 30, 2024, and the related notes to the financial statements, which collectively comprise the Government's basic financial statements, and have issued our report thereon dated October 31, 2024. Our report includes a reference to other auditors. We have also audited and reported on separately the financial statements of the following discretely presented component units: the Hospital Authority, Metropolitan Transit Authority, and the Convention Center Authority. Other auditors audited the financial statements of the following discretely presented component units, as described in our report on the Government's financial statements: the Nashville District Management Corporation, the Gulch Business Improvement District, Inc., the Metropolitan Development and Housing Agency, the Electric Power Board, the Emergency Communications District, and the Metropolitan Nashville Airport Authority. This report does not include the results of our testing or the other auditors' testing of internal control over financial reporting or compliance and other matters that are reported on separately by us or other auditors.

Report on Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the Government's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Government's internal control. Accordingly, we do not express an opinion on the effectiveness of the Government's internal control.

A *deficiency in internal control exists* when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Docusign Envelope ID: 72CA26BA-23DC-8F32-8343-3038356B1ED3

CROSSLIN
CERTIFIED PUBLIC ACCOUNTANTS

Independent Auditor's Report on Compliance for Each Major Program and on Internal Control Over Compliance Required by the Uniform Guidance and on the Schedules of Expenditures of Federal and State Awards

To the Honorable Mayor and Members of Council
The Metropolitan Government of Nashville and Davidson County, Tennessee

Report on Compliance for Each Major Federal Program

Opinion on Each Major Federal Program

We have audited the Metropolitan Government of Nashville and Davidson County, Tennessee's (the "Government") compliance with the types of compliance requirements identified as subject to audit in the *OMB Compliance Supplement* that could have a direct and material effect on each of the Government's major federal programs for the year ended June 30, 2024. The Government's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

The Government's basic financial statements include the operations of the following component units: the Nashville District Management Corporation, the Gulch Business Improvement District, Inc., the Metropolitan Development and Housing Agency, the Electric Power Board, the Emergency Communications District, the Metropolitan Nashville Airport Authority, the Convention Center Authority, the Hospital Authority and the Metropolitan Transit Authority, which expended $253,360,905 in federal awards which are not included in the accompanying Schedule of Expenditures of Federal Awards during the year ended June 30, 2024. Our audit, described below, did not include the operations of the Metropolitan Transit Authority, the Hospital Authority and the Convention Center Authority because, when applicable, we audited and reported on those component units' compliance separately. Our audit, described below, also did not include the operations of the Nashville District Management Corporation, Gulch Business Improvement District Inc., the Metropolitan Development and Housing Agency, the Electric Power Board, the Emergency Communications District, and the Metropolitan Nashville Airport Authority because those component units engaged other auditors to perform audits of compliance and report separately.

In our opinion, the Government complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2024.

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In performing an audit in accordance with generally accepted auditing standards, *Government Auditing Standards*, and the Uniform Guidance, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.

- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the Government's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.

- Obtain an understanding of the Government's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of the Government's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Report on Internal Control Over Compliance

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the Auditor's Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

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METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY, TENNESSEE

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS

For the Year Ended June 30, 2024

Program Title	Federal Assistance Listing Number	Contract Number	Grant Period	Expenditures	Amount Passed Through to Subrecipients
NATIONAL ENDOWMENT FOR THE ARTS					
Passed Through Tennessee Arts Commission					
Major Cultural Institution 23	45.025	31625-14538	07-01-2023 to 06-15-2024	$ 1,271	$ -
Total Program	45.025			1,271	-
Direct Program:					
Our Town 21-23	45.024	LETTER	07-01-2021 to 06-30-2023	45,000	-
Total Program	45.024			45,000	-
Total National Endowment for the Arts				46,271	-
INSTITUTE OF MUSEUM AND LIBRARY SERVICES					
Passed Through Tennessee State Library and Archive					
Library Services 24	45.310	LS-249989-OLS-22	07-01-2024 to 06-30-2025	10,000	-
Total Program	45.310			10,000	-
Total Institute of Museum and Library Services				10,000	-
U.S. DEPARTMENT OF AGRICULTURE					
Passed Through Tennessee Department of Health					
Women, Infant and Children (WIC) 21-24	10.557	GG-22-72294	07-01-2021 to 06-30-2024	5,018,079	-
Total Program	10.557			5,018,079	-
Passed Through Tennessee Department of Human Services					
Child and Adult Care Food Program - At Risk Supper, Metro Public Schools	10.558	00101	10-01-2023 to 09-30-2024	1,403,664	-
Child and Adult Care Food Program & NAZA HS 22-23	10.558	Sponsor ID #00049	10-01-2023 to 09-30-2024	1,217,299	-
Total Program	10.558			2,620,963	-
Child Nutrition Cluster					
Passed Through Tennessee Department of Human Services					
Summer Food Service Program FY23	10.559	Sponsor ID #00049	06-01-2023 to 07-31-2023	848,241	-
Summer Food Service Program- Breakfast & Lunch, Metro Public Schools	10.559	00101	05-30-2024 to 06-28-2024	1,123,557	-
Total Program	10.559			1,971,799	-

See accompanying Notes to Schedule of Expenditures of Federal and State Awards.
See independent auditor's report on supplemental information.

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METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY, TENNESSEE

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS

For the Year Ended June 30, 2024

Program Title	Federal Assistance Listing Number	Contract Number	Grant Period	Expenditures	Amount Passed Through to Subrecipients
Passed Through Tennessee Department of Health					
Hospital Preparedness Program	93.889	GG-23-76084	07-01-2022 to 06-30-2027	70,286	-
Total Program	93.889			70,286	-
Direct Program					
Strengthening US Public Health Infrastructure, Workforce and Data Systems 23-28 - Foundational	93.967	5 NE11OE000029-02-00	12-01-2022 to 11-30-2027	248,398	-
Strengthening US Public Health Infrastructure, Workforce and Data Systems 23-28 - Foundational	93.967	5 NE11OE000029-02-00	12-01-2022 to 11-30-2027	36,189	-
Strengthening US Public Health Infrastructure, Workforce and Data Systems 23-28	93.967	1 NE11OE000029-01-00	12-01-2022 to 11-30-2027	535,518	-
Strengthening US Public Health Infrastructure, Workforce and Data Systems 23-28	93.967	1 NE11OE000029-01-00	12-01-2022 to 11-30-2027	53,772	-
Total Program	93.967			873,877	-
Total Center for Disease Control				3,439,514	-
U.S. DEPARTMENT OF ENERGY					
Direct Program					
EECBG- Historic Courthouse Energy Retrofit to Reduce Energy Consumption and Costs	81.128	SE0000144	10/01/2023 to 09-30-2025	36,410	-
Total Program	81.128			36,410	-
Total of U.S. Department Of Energy				36,410	-
U.S. DEPARTMENT OF HEALTH & HUMAN SERVICES					
Passed Through Tennessee Department of Health					
A Step Ahead	93.558	N/A	11-17-2021 to 10-31-2024	125,645	-
Total Program	93.558			125,645	-
Passed Through Tennessee Department of Health					
TN Breast And Cervical Screening Program 24	93.898	GG-24-79365	07-01-2023 to 06-30-2024	334,225	-
Total Program	93.898			334,225	-
Passed Through Tennessee Department of Health					
Community Health Access And Navigation In Tennessee (C.H.A.N.T) 22-23	93.944	GG-22-71250	07-01-2021 to 06-30-2023	383,884	-
Community Health Access And Navigation In Tennessee (C.H.A.N.T) 22-23	93.944	GG-22-71250	07-01-2021 to 06-30-2023	(1,643,952) (a)	-
Community Health Access And Navigation In Tennessee (C.H.A.N.T) 24	93.944	GG-24-78298	07-01-2023 to 06-30-2024	373,962	-
Total Program	93.944			(886,105)	-
Passed Through Tennessee Department of Health					
Family Planning 23-27	93.217	GG-23-74035	07-01-2022 to 06-30-2027	86,954	-
Total Program	93.217			86,954	-

See accompanying Notes to Schedule of Expenditures of Federal and State Awards.
See independent auditor's report on supplemental information.

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METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY, TENNESSEE

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS

For the Year Ended June 30, 2024

Program Title	Federal Assistance Listing Number	Contract Number	Grant Period	Expenditures	Amount Passed Through to Subrecipients
Aging Cluster					
Passed Through Greater Nashville Reg. Council					
GNRC Nutrition 24	93.044	2426-21	07-01-2023 to 06-30-2024	911,686	-
Total Program	93.044			911,686	-
Total Aging Cluster				911,686	-
Passed Through Tennessee Department of Justice					
COVID 19 - ELC Detection and Mitigation of COVID in Confinement Facilities 21-23	93.323	Z-22-263574-00	08-01-2021 to 06-30-2024	98,220	-
Medical Examiner Cooler Expansion Project 22-24	93.323	GG-22-76303	03-01-2022 to 06-30-2024	310,770	-
Passed Through Tennessee Department of Education					
COVID 19 -Epidemiology & Laboratory Capacity	93.323	N/A	07-01-2022 to 06-30-2023	(58,638)	-
Total Program	93.323			350,352	-
Passed Through Tennessee Department of Education					
Model Preschool Districts FY24	93.434	N/A	07-01-2023 to 06-30-2024	168,136	-
Total Program	93.434			168,136	-
Direct Programs:					
Ryan White Part A HIV Emergency Relief 23-24	93.914	5H89HA11433-15-00	03-01-2023 to 02-28-2024	4,226,746	3,308,591
Ryan White Part A HIV Emergency Relief 24-25	93.914	5H89HA11433-16-00	03-01-2024 to 02-28-2025	1,702,092	426,404
Total Program	93.914			5,928,838	3,734,995
Direct Program:					
COVID 19 - Disparities 21-24	93.391	NH75OT000013-01-00	06-01-2021 to 05-31-2024	937,486	223,477
Total Program	93.391			937,486	223,477
Direct Program:					
Healthy Start Initiative Eliminating Racial and Ethnic Disparities 23-24/ Nashville Strong Babie	93.926	H49MC32719-05	07-01-2023 to 06-30-2024	687,487	-
Healthy Start Initiative Eliminating Racial and Ethnic Disparities 24-25/ Nashville Strong Babies I	93.926	H49MC32719-06	04-01-2024 to 03-31-2029	303,094	171,848
Total Program	93.926			990,581	171,848
Direct Program:					
COVID 19 - Community Health Workers for Public Health Response & Resilient 23	93.495	NU58DP006999-02-00	08-31-2022 to 08-30-2023	60,141	44,969
COVID 19 - Community Health Workers for Public Health Response & Resilient 24	93.495	NU58DP006999-03-00	08-31-2023 to 08-30-2024	743,476	234,518
Total Program	93.495			803,617	279,487

See accompanying Notes to Schedule of Expenditures of Federal and State Awards.
See independent auditor's report on supplemental information.

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METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY, TENNESSEE

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS

For the Year Ended June 30, 2024

Program Title	Federal Assistance Listing Number	Contract Number	Grant Period	Expenditures	Amount Passed Through to Subrecipients
Direct Program					
Port Security Program 21-24	97.056	EMW-2018-PU-00063	09-01-2021 to 02-28-2025	337,500	-
Total Program	97.056			337,500	-
Total U.S. Department of Homeland Security				1,413,492	-
U.S. DEPARTMENT OF HOUSING & URBAN DEVELOPMENT					
CDBG - Entitlement Grants Cluster					
Direct Program					
MDHA Community Development Block Grant	14.218	B-23-MC-47-0007	06-01-2023 to 01-31-2024	95,296	95,296
Total Program	14.218			95,296	95,296
Total CDBG - Entitlement Grants Cluster				95,296	95,296
Direct Program:					
CoC HMIS	14.267	TN0060L4J042215	11-01-2023 to 10-30-2024	115,731	-
CoC Coordinated Entry	14.267	TN0269L4J042206	10-01-2023 to 09-30-2024	121,912	-
Total Program	14.267			237,643	-
Total U.S. Department of Housing & Urban Development				332,938	95,296
U.S. DEPARTMENT OF INTERIOR					
Passed Through Tennessee Historical Commission					
Davidson County Cemetery Preservation Plan (Phase 2) 22-23	15.904	77756	10-01-2022 to 09-30-2023	14,018	-
Davidson County Cemetery Preservation Plan (Phase 3)	15.904	81028	10-01-2023 to 09-30-2024	22,488	-
Direct Program:					
National Park Services Civil Rights History 21-23	15.904	P21AP11841-00	09-01-2021 to 12-31-2023	38,234	-
Total Program	15.904			74,739	-
Total U.S. Department of Interior				74,739	-
U.S. DEPARTMENT OF JUSTICE					
Passed Through Tennessee Department of Finance & Administration					
VOCA Hispanic, Child, and Family 20-23	16.575	11-14-19 GG	07-01-2023 to 06-30-2025	252,204	-
VOCA Family Justice Center 24	16.575	2020-V2-GX-0012	07-01-2023 to 06-30-2024	9,170	-
Passed Through State of TN OCJP					
2024 VOCA - Law Enforcement Victim Coordinator 24 Amend 1	16.575	51057	07-01-2023 to 06-30-2025	438,200	-
Total Program	16.575			699,574	-

See accompanying Notes to Schedule of Expenditures of Federal and State Awards.
See independent auditor's report on supplemental information.

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METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY, TENNESSEE

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS

For the Year Ended June 30, 2024

Program Title	Federal Assistance Listing Number	Contract Number	Grant Period	Expenditures	Amount Passed Through to Subrecipients
Direct Program:					
Addressing SUD Strengthening Families and Community 21-24	16.838	15PBJA-21-GG-04526-COAP	10-01-2021 to 09-30-2024	397,344	-
Comprehensive Opioid Abuse 20-25	16.838	2019-AR-BX-K036	10-01-2019 to 09-30-2025	201,562	-
Total Program	16.838			598,906	-
Total U.S. Department of Justice				3,180,314	-
EXECUTIVE OFFICE OF THE PRESIDENT					
Direct Program:					
2023 High Intensity Drug Trafficking Area (HIDTA) 23-23	95.001	G23AP0001A	01-01-2023 to 12-31-2023	119,283	-
Total Program	95.001			119,283	-
Total Executive Office of the President				119,283	-
U.S. DEPARTMENT OF LABOR					
WIOA Cluster					
Passed Through Northern Middle TN Workforce					
WIOA (Workforce Innovation & Opportunity Act) 21-22	17.259	NM-01-YCSP-MAC-02	01-01-2021 to 06-30-2024	714,731	-
Total Program	17.259			714,731	-
Total WIOA Cluster				714,731	-
Total U.S. Department of Labor				714,731	-
U.S. DEPARTMENT OF TRANSPORTATION					
Passed Through Tennessee Department of Transportation					
Congestion Mitigation and Air Quality General Competition 18-20	20.205	170129	11-21-2017 to 05-31-2022	2,758	-
Congestion Mitigation Air Quality TDM (Phase 2) 23-25	20.205	200206	11-01-2022 to 07-01-2027	100,641	-
COVID 19 - Federal COVID Relief Funds for Transportation Improvements (CRRSAA) 21-24	20.205	220057	09-15-2021 to 09-30-2024	2,048	-
Total Program	20.205			105,447	-
Highway Safety Cluster					
Passed Through Tennessee Department of Safety and Homeland Security					
2024 Tennessee Highway Safety Office DUI 24-25	20.600	Z24THS193	10-01-2023 to 09-30-2024	288,500	-
Total Program	20.600			288,500	-

See accompanying Notes to Schedule of Expenditures of Federal and State Awards.
See independent auditor's report on supplemental information.

Docusign Envelope ID: 72CA26BA-23DC-8F32-8343-3038356B1ED3

METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY, TENNESSEE

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS

For the Year Ended June 30, 2024

Program Title	Federal Assistance Listing Number	Contract Number	Grant Period	Expenditures	Amount Passed Through to Subrecipients
Direct Program					
Air Pollution 105 19-24	66.001	A-00408120-9	10-01-2019 to 09-30-2024	522,055	-
Total Program	66.001			522,055	-
Passed Through Tennessee Department of Environment and Conservation					
Metro Nashville Police Department Impound Lot Stormwater Retrofit 23-25	66.447	32701-04733	03-01-2023 to 09-30-2025	175,594	-
Total Program	66.447			175,594	-
Passed Through Tennessee Department of Environment and Conservation					
Clean Water State Revolving Loans- (CWSRF)	66.458	SRF 2020-446	05-20-2020 to 04-19-2040	161,853	-
Total Program	66.458			161,853	-
Passed Through Tennessee Department of Environment and Conservation					
Drinking Water State Revolving Loans- (DWSRF)	66.468	DWF 2020-224	05-20-2020 to 04-19-2040	3,983,836	-
Total Program	66.468			3,983,836	-
Total U.S. Environmental Protection Agency				5,024,409	-
U.S. DEPARTMENT OF EDUCATION					
Passed Through TN Department of Education					
21st CCLC Cohort 19	84.287	S-287C200043	07-01-2021 to 06-30-2022	250,789	-
21st CCLC Cohort 2022 FY23	84.287C	S287C220043	07-01-2022 to 06-30-2024	497,248	-
21st CCLC Cohort 2023 FY24	84.287C	S287C220043	07-01-2023 to 06-30-2024	299,441	-
21st CCLC Cohort FY20	84.287C	S287C220043	07-01-2019 to 06-30-2020	(150)	-
21st CCLC Cohort FY21	84.287C	S287C220043	07-01-2019 to 06-30-2021	(300)	-
21st CCLC-PreK Cohort 18	84.287	S287C220043	07-01-2021 to 06-30-2022	(2,164)	-
Total Program	84.287			1,044,864	-
Passed Through Tennessee Department of Education					
ATSI 22	84.010	21-01	07-01-2021 to 06-30-2022	110,486	-
Consolidated Admin Pool	84.010	N/A	07-01-2021 to 06-30-2022	3,501,861	-
Title I, Part A	84.010A	S010A200042	07-01-2021 to 06-30-2024	34,306,392	-
Title I-A Neglected	84.010	S013A220042	07-01-2021 to 06-30-2024	239,656	-
Title IA Turnaround Action 2.0 FY23	84.010A	S010A200042	07-01-2022 to 06-30-2023	343,054	-
Title IA Turnaround Action Grant 3.0	84.010A	S010A200042	07-01-2022 to 09-30-2024	2,835,220	-
Title I-C	84.010	S013A220042	07-01-2021 to 06-30-2024	35,724	-
Title I-D Delinquent	84.010	S013A220042	07-01-2021 to 06-30-2024	223,454	-
SIG IV FY 2019	84.010A	S01 0A 180042	07-01-2018 to 09-30-2021	(5,447)	-
School Level Improvement Grant	84.010A	S01 0A 180042	07-01-2022 to 06-30-2023	(3,358)	-
Total Program	84.010			41,587,042	-

See accompanying Notes to Schedule of Expenditures of Federal and State Awards.
See independent auditor's report on supplemental information.

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METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY, TENNESSEE

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS

For the Year Ended June 30, 2024

Program Title	Federal Assistance Listing Number	Contract Number	Grant Period	Expenditures	Amount Passed Through to Subrecipients
Passed Through Tennessee Department of Education					
II-A Principal Pipeline	84.367	S367A170040	07-01-2017 to 06-30-2020	(4,500)	-
Title II-A	84.367	S367A230040	07-01-2021 to 06-30-2024	3,745,915	-
Total Program	84.367			3,741,415	-
Passed Through Tennessee Department of Education					
Title III	84.365	S365A220042	07-01-2021 to 06-30-2024	2,974,624	-
Title III Immigrant	84.365	S365A220042	07-01-2021 to 06-30-2024	18,133	-
Total Program	84.365			2,992,757	-
Passed Through Tennessee Department of Education					
Title IX McKinney-Vento	84.196	S196A200044	07-01-2021 to 06-30-2024	638,115	-
Total Program	84.196			638,115	-
Passed Through Tennessee Department of Education					
MNPS Summer Literacy Training Stipend FY23	84.364	N/A	07-01-2021 to 06-30-2023	230,649	-
Total Program	84.364			230,649	-
Passed Through Tennessee Department of Education					
Preschool Expansion	84.419	N/A	07-01-2021 to 06-30-2022	(1,952)	-
Total Program	84.419			(1,952)	-
Passed Through Tennessee Department of Education					
Title I SIG Priority Sch	84.377A	N/A	07-01-2023 to 06-30-2024	(14,534)	-
Total Program	84.377A			(14,534)	-
Passed Through Tennessee Department of Education					
SP ED TRANS SCH-WORK FY24	84.126	34570-53523	10-01-2022 to 09-30-2024	195,196	-
Total Program	84.126			195,196	-
Direct Program:					
EIR Expansion Grant FY24	84.411C	7564840	07-01-2023 to 06-30-2024	307,679	-
EIR Pyramid Model	84.411	U-411B170021	10-01-2021 to 09-30-2023	274,574	-
GROW STEM	84.411	U411C150082	01-01-2020 to 06-30-2021	(2,691)	-
Total Program	84.411			579,562	-

See accompanying Notes to Schedule of Expenditures of Federal and State Awards.
See independent auditor's report on supplemental information.

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METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY, TENNESSEE

SCHEDULE OF EXPENDITURES OF STATE AWARDS

For the Year Ended June 30, 2024

Program Title	Contract Number	Grant Period	Expenditures	Amount Passed Through to Subrecipients
TENNESSEE ADMINISTRATIVE OFFICE OF THE COURTS:				
Interpreter/Translation Services 24	RS2023-2288	07-01-2023 to 06-30-2024	$ 81,450	$ -
Court Interpreter 24	24-RS2023-2313	07-01-2023 to 06-30-2024	91,901	-
Courtroom Security Grant 24	24-RS2024-161	07-01-2023 to 06-30-2024	59,591	-
Total Tennessee Admin Office of the Courts			232,942	-
TENNESSEE ARTS COMMISSION:				
Arts Build Communities 24	31625-12533	07-01-2023 to 06-30-2024	73,710	-
Total Tennessee Arts Commission			73,710	-
TENNESSEE DEPARTMENT OF CHILDREN'S SERVICES:				
State Supplement Juvenile Court Improvement 19-24	60968	08-01-2023 to 06-30-2024	4,324	-
Juvenile Justice Prevention 24	RS2023-2102	07-01-2023 to 06-30-2024	398,074	-
Department of Children Services DV Liaison 24 Amend 1	80403	11-01-2023 to 06-30-2025	26,358	-
Total Tennessee Department of Children's Services			428,757	-
TENNESSEE DEPARTMENT OF CORRECTION:				
Community Corrections Services (TDOC) 22-25	32952-13006	07-01-2023 to 06-30-2025	1,466,541	-
Total Tennessee Department of Correction			1,466,541	-
TENNESSEE DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT:				
Genesco - Industrial Development Board	66695	12-01-2019 to 12-16-2022	1,000,000	-
iHeart Media - Industrial Development Board	74127	01-01-2020 to 12-31-2022	1,250,000	-
Oracle America, Inc - Industrial Development Board	73110	05-01-2021 to 04-30-2024	65,000,000	-
Total Tennessee Department of Economic and Community Development			67,250,000	-
TENNESSEE DEPARTMENT OF HUMAN SERVICES:				
Community Services Poverty Fund (CSPF) 24	Letter of Agreement by DHS	07-01-2023 to 06-30-2024	25,050	-
VCA CACFP - Child and Adult Care Food Program 23-24	Sponsor #00711 CACFP	10-01-2023 to 09-30-2024	362,094	-
Total Tennessee Department of Human Services			387,144	-

See accompanying Notes to Schedule of Expenditures of Federal and State Awards.
See independent auditor's report on supplemental information.

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METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY, TENNESSEE

SCHEDULE OF EXPENDITURES OF STATE AWARDS

For the Year Ended June 30, 2024

Program Title	Contract Number	Grant Period	Expenditures	Amount Passed Through to Subrecipients
TENNESSEE DEPARTMENT OF HEALTH:				
Project Diabetes 22-25	Z-23-256985	07-01-2023 to 06-30-2025	25,167	20,867
Tobacco Prevention & Cessation Services 24-25	GG-24-77619	07-01-2023 to 06-30-2025	86,609	-
Community Health Access And Navigation In Tennessee (C.H.A.N.T) 22-23	GG-22-721250	07-01-2021 to 06-30-2023	1,657,248	-
Community Health Access And Navigation In Tennessee (C.H.A.N.T) 24	GG-24-78298	07-01-2023 to 06-30-2024	1,614,080	-
Healthy Start Home Visiting 21-24	GG-22-72394	10-01-2021 to 06-30-2024	49,291	-
Family Planning 23-27	GG-23-74035	07-01-2022 to 06-30-2027	877,894	-
TN Breast And Cervical Screening Program 24	GG-24-79365	07-01-2023 to 06-30-2024	334,225	-
TennCare Dental Prevention Oral Health 22-24	GG-23-76059	07-01-2022 to 06-30-2024	920,100	-
Fetal Infant Mortality Review 21-24	GG-21-65650	07-01-2020 to 06-30-2024	320,363	-
Tuberculosis Control Prevention Outreach Services 24	GG-24-79682	07-01-2023 to 06-30-2024	1,568,325	-
Grant in Aid 24	GE-24-290195	07-01-2023 to 06-30-2024	743,050	-
Prenatal Presumptive Eligibility 20-24	GG-20-63836	07-01-2020 to 06-30-2024	136,200	-
Viral Hepatitis Services 24-25	34349-94222	07-01-2021 to 06-30-2023	105,984	-
Total Tennessee Department of Health			8,438,536	20,867
TENN DEPT. OF SAFETY & HOMELAND SECURITY				
School Resource Officer 24	34901-01482	07/01/2023 to 06/30/2024	3,409,000	-
Total Tennessee Emergency Management Agency			3,409,000	-
TENNESSEE OFFICE OF CRIMINAL JUSTICE PROGRAMS				
Office of Family Safety VOCA , FSC Victim Services 24	52047	07-01-2023 to 06-30-2024	21,309	-
2024 Victim Services State 24	52642	07-01-2023 to 06-30-2024	131,400	-
2024 Violent Crime Intervention Fund (VCIF) (TCCRP) Hot Spot 24-27	52343	11-01-2023 to 06-30-2027	89,100	-
2023 Violent Crime Intervention Fund 23-25	51552	08-01-2023 to 06-30-2025	1,525,400	-
Total Tennessee Office of Criminal Justice Programs			1,767,209	-
TENNESSEE DEPARTMENT OF ENVIRONMENT & CONSERVATION:				
Recycling Rebate 23-24	Letter	07-01-2023 to 06-30-2024	75,808	-
Total Tennessee Emergency Management Agency			75,808	-
TENNESSEE DEPARTMENT OF STATE:				
Middle TN ICAC Task Force 21-26	69807	07-01-2021 to 06-30-2026	225,700	39,900
Total Tennessee Department of State			225,700	39,900
TOTAL EXPENDITURES OF STATE AWARDS			$ 102,926,933	$ 60,767

See accompanying Notes to Schedule of Expenditures of Federal and State Awards.
See independent auditor's report on supplemental information.

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A. BASIS OF PRESENTATION - Continued

Program Clusters

The Uniform Guidance defines a cluster of programs as a grouping of closely related programs that share common compliance requirements. According to this definition, similar programs deemed to be a cluster of programs are tested accordingly.

Schedule of Expenditures of State Awards

In compliance with Tennessee state law, the accompanying schedule of expenditures of state awards is included with this report. Such schedule presents all state funded financial awards, as defined by the State Comptroller of the Treasury's Office, and is prepared and presented in a manner consistent with the schedule of expenditures of federal awards.

B. BASIS OF ACCOUNTING

The expenditures presented in the accompanying schedules of expenditures of federal and state awards were developed from agency records and federal and state financial reports which have been reconciled to the central accounting records of the Government. Governmental funds are reported using a modified accrual basis of accounting. Proprietary funds are reported using the accrual basis of accounting. These central records serve as the primary source of information in the preparation of the Government's basic financial statements.

Federal and state revenues and expenditures are included in the general fund, special revenue funds, capital projects funds, and enterprise funds in the Government's basic financial statements.

Because the schedules of expenditures of federal and state awards present only a selected portion of the Government's operations, they are not intended to and do not present the financial position or changes in financial position of the Government.

C. MATCHING COSTS

The State of Tennessee's portion of joint programs with the Government are included in the accompanying schedule of expenditures of state awards, except in those cases where the state's portion is combined with the federal portion and cannot be separately identified. In such cases, the state's portion is included in the accompanying schedule of expenditures of federal awards. The Government's portion of such joint awards is not included.

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F. STATE REVOLVING LOAN FUNDS

At June 30, 2024, there were outstanding balances of $7,408,619 and $22,955,068 on loans obtained through the Clean Water State Revolving Loan Fund (ALN 66.458) and the Drinking Water State Revolving Loan Fund (ALN 66.468), respectively. Principal payments on the Clean Water State Revolving Loan Fund and the Drinking Water State Revolving Loan Fund during fiscal year 2024 totaled $503,426 and $236,268, respectively.

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SECTION II - FINANCIAL STATEMENT FINDINGS

None reported.

SECTION III - FINDINGS AND QUESTIONED COSTS FOR FEDERAL AWARDS

None reported.

SECTION IV - FINDINGS AND QUESTIONED COSTS REQUIRED BY THE STATE OF TENNESSEE AUDIT MANUAL

None reported.

SECTION V - SUMMARY OF PRIOR AUDIT FINDINGS

Financial Statement Findings

Prior Year Finding Number	Finding Title	Status / Current Year Finding Number
2023-001	Metropolitan Nashville Public Schools Grant Receivables and Expenditures	Corrected

Federal Award Findings and Questioned Costs

No prior findings reported.

Findings and Questioned Costs Required by the State of Tennessee Audit Manual

No prior findings reported.

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GREATER NASHVILLE REGIONAL COUNCIL

RFP 2026-03 TRANSPORTATION SERVICES FOR OLDER ADULTS

Q&A Addendum

Last Updated: 3:00 pm, March 19, 2026

1. **I am currently contracted with GNRC for transportation services. Do I need to submit a new proposal?**

   Answer. Yes. GNRC is required to re-procure all aging and disability services for AAAD programs on a four-year cycle. If you wish to be considered for a contract with GNRC for FY 2027, you will need to submit a proposal in response to the RFP/RFQ related to the work that you do regardless of whether or not you are currently contracted

2. **Are we allowed to provide mobility management, or does this require maintaining capital stock of vehicles to transport older adults?**

   Answer. Transportation providers are not required to own the vehicles, but the provider and any transportation vendors would still be required to meet all program requirements and would need to be available to be monitored annually by GNRC.

3. **Can companies who provide mobility management indicate the number of people employed by transportation providers in each county listed?**

   Answer. Yes, you may indicate the number of drivers available in each county.

4. **Are the transportation vendors considered subcontractors?**

   Answer. Yes. Please note that subcontractors are required to meet all program requirements and would need to be available to be monitored annually by GNRC.

5. **Can we serve a specific population, or does this service need to be available to all older adults in the designated counties?**

   Answer. Yes, you may propose to serve a specific population. Your proposal should include the details of the population you serve and other eligibility or program requirements.

6. **How do we determine the usual & customary rate for a non-profit who provides discounted rates to clients?**

   Answer. The Usual & Customary rate can be seen as the amount a provider would be charging a private pay client without any supplemental funding. For example, if the

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transportation provider typically asks for a fee of $5 and supplements the other $10 in cost with other funding for a total per-trip cost of $15, the usual and customary rate will be $15.

7. **Can the required data form be filled out by phone?**

   Answer. The forms are required to be signed by all clients in order to be eligible for reimbursement. The forms can be mailed to clients if needed.

8. **Where can I get a copy of the required form for clients to complete?**

   Answer. The Participant Registration Form is available as Appendix 6-C of the TN Department of Disability and Aging's Program and Policy Manual, found here: Aging Program and Policy Manual.pdf

9. **We may add 1099 employees or subcontractors during the year. How do we report that?**

   Answer. The contract requires GNRC's written approval prior to any new subcontractors that are not approved within the original contract. You would need to get GNRC's approval to add subcontractors.

10. **Can home visits or televisits to take on or reassess clients be reimbursed?**

    Answer. Home visits are not eligible for reimbursement through the transportation program.

11. **How do we provide proof that we do not have to have Workman's Compensation Insurance?**

    Answer. No proof is required.

12. **We have approval to display GNRC's logo through another contract. Will this need to be removed if the contract is awarded?**

    Answer. D.25 of the contract does not allow GNRC service providers to advertise that they are a GNRC aging & disability service provider. However, it does not restrict them from advertising their relationship with GNRC under other contracts. The logo would be allowed as long as it does not and is not used to reference the services provided under an Aging and Disability Services contract.

Have Additional Questions?

All inquiries should be directed to writing at rfp@gnrc.org. Answers will be provided in writing and made available to all potential offerors online at GNRC.org/Procurement as an addendum to the solicitation. Any correspondence related to the RFP should refer to the appropriate solicitation number, page number, and paragraph number.

RFP documents are available online at https://www.gnrc.org/procurement

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APPLICATION FOR Transportation Services for Older Adults Older Americans Act – RFP-2026-03

METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

Director
Department of Social Services

Date 7/4/2026

Docusign Envelope ID: 72CA26BA-23DC-8F32-8343-3038356B1ED3

LEGISLATIVE TRACKING FORM

Filing for Council Meeting Date: 07/21/26 ☑ **Resolution** ☐ **Ordinance**

Contact/Prepared By: Tammy Hunt **Date Prepared:** 06/18/26

Title (Caption): GNRC Transportation Program 27 Grant

Award From GNRC for the Nutrition Grant to provide meals for seniors. Congregate, Home-Delivered, and transportation of participants to congregate sites

Submitted to Planning Commission? ☑ **N/A** ☐ **Yes-Date:** _____ **Proposal No:** _____

Proposing Department: Social Services **Requested By:** Renee Pratt

Affected Department(s): Social Services **Affected Council District(s):** All

Legislative Category (check one):

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

FINANCE **Amount +/-: $** $ 1,263,306.00 **Match: $** $ 105,572.22

Funding Source:

Capital Improvement Budget	Judgments and Losses
Capital Outlay Notes	Local Government Investment Project
Departmental/Agency Budget	Revenue Bonds
Funds to Metro	Self-Insured Liability
General Obligation Bonds	Solid Waste Reserve
Grant	Unappropriated Fund Balance
Increased Revenue Sources	4% Fund
	Other: _____

Approved by OMB: Aaron Pratt JE Date to Finance Director's Office: _____

Approved by Finance/Accounts: _____ **APPROVED BY**

Approved by Div Grants Coordination: Juanita Paulsen **FINANCE DIRECTOR'S OFFICE:** _____

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

Department of Law – White Copy *Administration –Yellow Copy* *Finance Department - Pink Copy*

Docusign Envelope ID: 72CA26BA-23DC-8F32-8343-3038356B1ED3

GRANT SUMMARY SHEET

Grant Name:	GNRC Transportation Program 27
Department:	SOCIAL SERVICES
Grantor:	U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES
Pass-Through Grantor (If applicable):	GREATER N'VILLE REG. COUNCIL
Total Award this Action:	$1,263,306.00
Cash Match Amount	$105,572.22
Department Contact:	Tammy Hunt 862-6406
Status:	CONTINUATION

Program Description:

This is a continuation of the Transportation Grant that works in conjuction with the Nutrition Grant Social Services has had with GNRC for over 30 years. This grant provides transportation to participants at congregate sites throughout Nashville and Davidson County that are unable to get to Nutrition sites through their own means.

Plan for continuation of services upon grant expiration:

None

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Grants Tracking Form

Part One

Pre-Application ○ **Application** ○ **Award Acceptance** ◉ **Contract Amendment** ○

Department	Dept. No.	Contact	Phone	Fax
SOCIAL SERVICES	037	Tammy Hunt	862-6406	

Grant Name:	GNRC Transportation Program 27		
Grantor:	U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES	**Other:**	
Grant Period From:	07/01/26	(applications only) **Anticipated Application Date:**	
Grant Period To:	06/30/27	(applications only) **Application Deadline:**	
Funding Type:	FED PASS THRU	**Multi-Department Grant** ☐ → **If yes, list below.**	
Pass-Thru:	GREATER N'VILLE REG. COUNCIL	**Outside Consultant Project:** ☐	
Award Type:	COMPETITIVE	**Total Award:**	$1,263,306.00
Status:	CONTINUATION	**Metro Cash Match:**	$105,572.22
Metro Category:	Est. Prior.	**Metro In-Kind Match:**	$0.00
CFDA #	44,93.045,93.052,93	**Is Council approval required?**	☑
Project Description:		**Applic. Submitted Electronically?**	☐

This is a continuation of the Transportation Grant that works in conjuction with the Nutrition Grant Social Services has had with GNRC for over 30 years. This grant provides transportation to participants at congregate sites throughout Nashville and Davidson County that are unable to get to Nutrition sites through their own means.

Plan for continuation of service after expiration of grant/Budgetary Impact:

None

How is Match Determined?

Fixed Amount of $	$0.00	**or**	10.0%	**% of Grant**	**Other:** ☐	

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?	N/A	**Fund**	10101	**Business Unit**	1037122300
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:	0.00	**Actual number of positions added:**	0.00	
Departmental Indirect Cost Rate	42.12%	**Indirect Cost of Grant to Metro:**	$576,571.51	
***Indirect Costs allowed?** ○ Yes ◉ No **% Allow.**	0.00%	**Ind. Cost Requested from Grantor:**	$0.00	**in budget**

***(If "No", please attach documentation from the grantor that indirect costs are not allowable. See Instructions)**

Draw down allowable? ☐

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	**FY27**	**$1,263,306.00**			$105,572.22	10101, 1037122300		$1,368,878.22	$576,571.51	$0.00
Yr 2										
Yr 3										
Yr 4										
Yr 5										
Total		$1,263,306.00	$0.00	$0.00	$105,572.22		$0.00	$1,368,878.22	$576,571.51	$0.00

Date Awarded:		**Tot. Awarded:**	**$1,263,306.00**	**Contract#:**	AAAD - 27 - 0304
(or) **Date Denied:**		**Reason:**			
(or) **Date Withdrawn:**		**Reason:**			

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

Rev. 5/13/13
6267

JP

GCP Received 07/06/2026

GCP Approved 07/06/2026

Docusign Envelope ID: 72CA26BA-23DC-8F32-8343-3038356B1ED3

RESOLUTION NO. _____

A resolution ratifying the submission of a grant application to the Greater Nashville Regional Council and accepting a grant from the Greater Nashville Regional Council to the Metropolitan Government, acting by and through the Metropolitan Social Services Commission, for the provision of transportation services for older adults and adults with disabilities and nutrition services for older adults and adults with disabilities.

WHEREAS, the Greater Nashville Regional Council accepted grant applications to provide transportation services for older adults and adults with disabilities and nutrition services for older adults and adults with disabilities in Davidson County with an award not to exceed $1,263,306 with a required cash match of $105,572.22; and,

WHEREAS, the Metropolitan Social Services Commission submitted a grant application to Greater Nashville Regional Council in March 2026 to provide transportation and nutrition services to older adults and adults with disabilities in Davidson County; and,

WHEREAS, the Greater Nashville Regional Council has awarded a grant in an amount not to exceed $1,263,306 with a required cash match of $105,572.22 to the Metropolitan Government, acting by and through the Metropolitan Social Services Commission, to provide transportation and nutrition services to older adults and adults with disabilities in Davidson County; and,

WHEREAS, it is to the benefit of the citizens of The Metropolitan Government of Nashville and Davidson County that the submission of the grant application is ratified and the grant award accepted.

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

Section 1. That the submission of the grant application by the Metropolitan Government, acting by and through the Metropolitan Social Services Commission, to the Greater Nashville Regional Council, to provide transportation and nutrition services for older adults and adults with disabilities throughout Davidson County, a copy of which is attached hereto and incorporated herein, is hereby ratified.

Section 2. That the grant by and between the Greater Nashville Regional Council, in an amount not to exceed $1,263,306 to the Metropolitan Government, acting by and through the Metropolitan Social Services Commission, to provide transportation and nutrition services for older adults and adults with disabilities, a copy of which grant is attached hereto and incorporated herein, is hereby approved, and the Metropolitan Mayor is authorized to execute the same.

Section 3. That the amount of this grant be appropriated to the Metropolitan Social Services Commission, based on the revenues estimated to be received and any match to be applied.

Section 4. That this resolution shall take effect from and after its adoption, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

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APPROVED AS TO AVAILABILITY OF FUNDS:

Jenneen Reed/mjw
Jenneen Reed, Director
Department of Finance

APPROVED AS TO FORM AND LEGALITY:

Matthew Garth
Metropolitan Attorney

INTRODUCED BY:

_____

_____

_____
Member(s) of Council

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GREATER NASHVILLE REGIONAL COUNCIL

Contract Cover Sheet

Aging and Disability Services

Contractor ID: MSS
Contract #: AAAD-27-0304

Contractor Legal Entity Name: Metropolitan Government of Nashville and Davidson County - Social Services	
Service Type: Transportation services for older adults and adults with disabilities and nutrition services for older adults and adults with disabilities	
Start Date: 7/1/2026	**End Date:** 6/30/2027
Maximum Liability: $1,263,306.00	
Contract Type: Fee for Service	
Match Required: Yes	
Assistance Living Number(s): IIIB 93.044, IIIE 93.052, IIIC-1 93.045, IIIC-2 93.045, NSIP 93.053	
Contractor Entity Type: Government	
DBE: NA: Government or Non-Profit	
GNRC Contact: Michael Skipper Executive Director 44 Vantage Way, Suite 450 Nashville, TN 37228 mskipper@gnrc.org; CC: sfowler@gnrc.org 615-682-6628	**Contractor Contact:** Tammy Hunt Finance Manage P.O. Box 19300 Nashville, Tennessee 37219-6300 tammy.hunt@nashville.gov 615-862-6406

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CONTRACT AAAD-27-0304
BETWEEN
METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY - SOCIAL SERVICES
AND THE
GREATER NASHVILLE REGIONAL COUNCIL

This Contract, by and between Metropolitan Government of Nashville and Davidson County - Social Services ("CONTRACTOR") and the GREATER NASHVILLE REGIONAL COUNCIL, a Tennessee governmental entity ("GNRC"), is for the provision of transportation services for older adults and adults with disabilities and nutrition services for older adults and adults with disabilities. GNRC and CONTRACTOR may be referred to individually as a "Party" or collectively as the "Parties" to this Contract.

This Contract is for funding originating from the federal Older Americans Act and the state of Tennessee. This funding is passed through the Tennessee Department of Disability and Aging in its role as the State Unit on Aging ("SUA") to GNRC in its role as the designated Area Agency on Aging and Disability ("AAAD") for its thirteen-county region.

A. SCOPE OF SERVICES:

Scope of Services. CONTRACTOR agrees to provide the activities identified in the "Scope of Services" described in Attachment A and incorporated into this Contract.

B. TERM OF CONTRACT:

B.1. Term. The parties agree that this Contract is effective for the period beginning on July 1, 2026 ("Effective Date") and ending on June 30, 2027 ("Term") unless terminated in accordance with Sections E.2. and E.3.

B.2. Renewal Option. This Contract may be renewed upon satisfactory completion of the Term. GNRC reserves the right to execute up to 3 renewal options under the same terms and conditions for a period not to exceed 12 months each by GNRC, at GNRC's sole option. In no event, however, shall the maximum Term, including all renewals or extensions, exceed a total of 48 months.

B.3. Out-of-Term Work. GNRC will have no obligation to CONTRACTOR for fulfillment of the Scope outside the then-current Term.

C. PAYMENT TERMS AND CONDITIONS:

C.1. Maximum Liability. In no event will the maximum liability of GNRC under this Contract exceed $1,263,306.00 ("Maximum Liability"). This Contract does not grant the CONTRACTOR any exclusive rights. GNRC does not guarantee that it will buy any minimum quantity of goods or services under this Contract. The Maximum Liability is not subject to escalation for any reason unless amended.

C.2. Payment Methodology. The CONTRACTOR will be compensated based on the payment methodology outlined in Attachment B for goods or services authorized by GNRC. The CONTRACTOR's compensation will be contingent upon the satisfactory provision of goods or services as set forth in Attachment A.

C.3. Travel Compensation. The CONTRACTOR will not be compensated or reimbursed for travel time, travel expenses, meals, or lodging.

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C.4. Invoice Requirements. Utilizing the GNRC-required database, the CONTRACTOR must invoice GNRC only for goods delivered and accepted by GNRC or services satisfactorily provided at the amounts stipulated in Section C.2., above.

a. CONTRACTOR's invoices must

(1) be submitted via the GNRC-required database with necessary supporting documentation on a monthly basis no later than the 8th day of the month for the services provided in the preceding month;

(2) be completed in the GNRC-required database in the manner provided monthly to CONTRACTOR by GNRC;

(3) include only charges for goods delivered or services provided as described in Section A and in accordance with payment terms and conditions set forth in Section C;

(4) be submitted only for goods delivered or services completed and not include any charge for future goods to be delivered or services to be performed;

(5) not include CONTRACTOR's taxes, which includes without limitation CONTRACTOR's sales and use tax, excise taxes, franchise taxes, real or personal property taxes, or income taxes; and

(6) include shipping or delivery charges only as authorized in this Contract.

b. GNRC will issue payment only for complete, accurate invoices received as required by this Section. GNRC may delay payment due to late, incomplete, or incorrect invoices. There is no guaranteed payment timeframe for invoices.

C.5. Payment of Invoice. A payment by GNRC does not prejudice GNRC's right to object to or question any reimbursement, payment, invoice, or related matter. A payment by GNRC must not be construed as acceptance of any part of the work or service provided or as approval of any amount invoiced.

C.6. Invoice Reductions. The CONTRACTOR's invoice will be subject to reduction for amounts included in any invoice or payment that is determined by GNRC to be noncompliant with the requirements of this Section C or otherwise not allowed under the Contract or governing authority.

C.7 Timeliness. Time is of the essence with respect to the CONTRACTOR's obligations under this Grant Contract, and it is a material term of this Grant Contract that the CONTRACTOR timely fulfill its programming and reporting obligations.

The CONTRACTOR must submit data in a timely and complete manner as detailed in Attachment A. If CONTRACTOR does not provide the required data appropriately, the CONTRACTOR will have a one-time grace period of five days. During the grace period, the CONTRACTOR must enter the required data in the database. If the CONTRACTOR does not comply during the grace period, then the CONTRACTOR's non-compliance may, at GNRC's discretion, be treated as a second event of non-compliance, and the liquidated damages described below will apply.

The CONTRACTOR understands that its failure to follow the data entry requirements would damage GNRC and jeopardize GNRC's ability to continue conducting its operations but that it is

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difficult to calculate the exact dollar figure of the damage. Therefore, the parties agree that following liquidated damages provisions are not penalties and should apply to this contract:

a. upon the second event of non-compliance with reporting obligations and for each subsequent event of non-compliance, the CONTRACTOR must pay GNRC 5% of the amount it would otherwise be owed for providing services during the month for which the data was untimely.

b. upon any failure to provide a contracted service during a month, the CONTRACTOR must pay GNRC an amount equal to 25% of the total budgeted allocation

The liquidated damages are cumulative for subsequent offenses. GNRC reserves all other rights to address CONTRACTOR non-compliance.

GNRC, in its sole reasonable discretion, may consider waiving damages for good faith, de minimus errors in data reporting such as typographical matters. The failure to enter and submit reports in the required categories or fields does not constitute a de minimus error.

C.8. GNRC's Right to Set Off. GNRC reserves the right to set off or deduct from amounts that are or will become due and payable to the CONTRACTOR under this Contract or under any other agreement between the CONTRACTOR and GNRC under which the CONTRACTOR has a right to receive payment from GNRC.

C.9. Prerequisite Documentation. The CONTRACTOR must not invoice GNRC under this Contract until GNRC has received the following documentation.

a. The "Authorization Agreement for Automatic Deposit Form" provided by GNRC. By doing so, the CONTRACTOR acknowledges and agrees that, once this form is received by GNRC, payments to the CONTRACTOR, under this or any other contract the CONTRACTOR has with GNRC, may be made by ACH.

b. A W-9 form. The taxpayer identification number on the W-9 form must be the same as the CONTRACTOR's Federal Employer Identification Number or Social Security Number provided in CONTRACTOR's response to any requests for proposals.

C.10. Final Invoice and Close Out. CONTRACTOR must submit any final invoice within thirty days of the conclusion of the Term, in form and substance acceptable to GNRC. CONTRACTOR must submit an estimated final invoice by the 8th of the month following the conclusion of the Term.

a. If total disbursements by GNRC pursuant to this Contract exceed the amounts permitted by this Contract, CONTRACTOR must refund the difference to GNRC. CONTRACTOR must submit the refund with the final invoice.

b. GNRC will not pay any invoice submitted to GNRC later than thirty days after the conclusion of the Term.

c. CONTRACTOR 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.

D. STANDARD TERMS AND CONDITIONS:

D.1. Required Approvals. GNRC is not bound by this Contract until it is signed by the Parties and, if necessary, approved by appropriate officials in accordance with any applicable laws, regulations, and bylaws.

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D.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract must be in writing and must be made by a nationally recognized overnight delivery service with an asset-tracking system, or by email with receipt confirmation. All communications, regardless of method of transmission, must be addressed to the respective Party at the appropriate mailing address, or email address.

CONTRACTOR:
TAMMY HUNT
FINANCE MANAGE
P.O. BOX 19300
NASHVILLE, TENNESSEE 37219-6300
EMAIL: TAMMY.HUNT@NASHVILLE.GOV
PHONE: 615-862-6406

GNRC:
MICHAEL SKIPPER
EXECUTIVE DIRECTOR
44 VANTAGE WAY, SUITE 450
NASHVILLE, TN 37228
EMAIL: MSKIPPER@GNRC.ORG CC: SFOWLER@GNRC.ORG
PHONE: 615-682-6628

All instructions, notices, consents, demands, or other communications are effective upon actual receipt or upon confirmation of delivery. A Party may change its contact information for the purposes of receiving notice by providing notice in accordance with this section.

D.3. Modification and Amendment. This Contract may be modified only by a written amendment signed by all Parties to this Contract and approved by appropriate officials in accordance with any applicable laws, regulations, and or bylaws.

D.4. Assignment and Subcontracting. CONTRACTOR must not assign this Contract or enter into a subcontract for any of the services provided under this Contract without the prior written approval of GNRC. Notwithstanding any use of the approved subcontractors, CONTRACTOR must be the prime contractor and responsible for compliance with all terms and conditions of this Contract.

D.5. Monitoring. CONTRACTOR understands and agrees that all activities conducted and records maintained pursuant to this Contract are subject to monitoring and evaluation by GNRC as well as other entities including without limitation the Tennessee Department of Disability and Aging, the Tennessee Comptroller of the Treasury, or their duly appointed representatives.

D.6. Strict Performance. Failure by any Party to require, in any one or more cases, the strict performance of any of the terms, covenants, conditions, or provisions of this Contract must not be construed as a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Contract may be held to be waived, modified, or deleted except by a written amendment signed by the Parties to this Contract.

D.7. Independent Contractor; No Third-Party Beneficiary. The Parties to this Contract must not act as employees, partners, joint venturers, or associates of one another. Nothing in this Contract may be construed to create an employer/employee relationship or to allow either party 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 are not the employees or agents of the other Party. There are no third-party beneficiaries to this Contract.

D.8. Tennessee Department of Revenue Registration. CONTRACTOR must comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608.

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D.9. Force Majeure. The obligations of the Parties are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, natural disasters, riots, wars, epidemics, or any other similar cause.

D.10. State and Federal Compliance. The CONTRACTOR must comply with all applicable state and federal laws and regulations in the performance of this Contract. This includes, but is not limited to, compliance with Title VI of the Civil Rights Act of 1964.

D.11. Governing Law. This Contract must be governed by and construed in accordance with the laws of the state of Tennessee. The Parties agree that they are subject to the exclusive jurisdiction of the courts of the state of Tennessee in actions that may arise under this Contract. Each Party hereby irrevocably consents to the exclusive jurisdiction and venue of the state or federal courts located within Davidson County.

D.12. Entire Agreement. This Contract is complete and contains the entire understanding between the Parties relating to its subject matter, including all the terms and conditions of the Parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the Parties, whether written or oral.

D.13. Severability. The terms and conditions of this Contract are severable. If any provision is determined to be invalid or unenforceable, the remaining provisions will not be affected and remain in full force and effect.

D.14. Headings. Section headings of this Contract are for reference purposes only and must not be construed as part of this Contract.

D.15. Incorporation of Additional Documents. Each of the following documents are incorporated as a part of this Contract by reference. In the event of a discrepancy or ambiguity regarding GNRC's duties, responsibilities, and performance under this Contract, these items govern in order of precedence below:

a. any amendment to this Contract, with the latter in time controlling over any earlier amendments;

b. this Contract with attachments and exhibits;

c. RFP 2026-03, RFP 2026-05, with any addenda and updates provided by GNRC; and

d. CONTRACTOR's response to RFP 2026-03, RFP 2026-05.

D.16. Intentionally Omitted.

D.17. Subject to Funds Availability. This 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, GNRC reserves the right to terminate this Contract upon written notice to CONTRACTOR. GNRC's right to terminate this Contract due to lack of funds is not a breach of this Contract by GNRC. Upon receipt of the written notice, CONTRACTOR must cease all work associated with the Contract. Should such an event occur, CONTRACTOR will be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, CONTRACTOR will have no right to recover from GNRC any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

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D.18. Licensure. CONTRACTOR, its employees, and any approved subcontractor must be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and must upon request provide proof of all licenses.

D.19. Limitation of GNRC's Liability. GNRC has no liability except as specifically provided in this Contract. In no event will GNRC be liable to CONTRACTOR 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 Contract or otherwise. GNRC's total liability under this Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise will under no circumstances exceed the Maximum Liability established in Section C.1 of this Contract. This limitation of liability is cumulative and not per incident.

D.20. No Acquisition of Equipment or Motor Vehicles. This Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under this Contract.

D.21. Confidentiality of Records. Strict standards of confidentiality of records and information must be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to CONTRACTOR by GNRC or acquired by CONTRACTOR on behalf of GNRC that is regarded as confidential under state or federal law must be regarded as "Confidential Information." Nothing in this Section permits CONTRACTOR to disclose any Confidential Information, regardless of whether it has been disclosed or made available to CONTRACTOR due to intentional or negligent actions or inactions of agents of GNRC or third parties. Confidential Information must not be disclosed except as required or permitted under state or federal law. CONTRACTOR must take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law. The obligations set forth in this Section will survive the termination of this Contract.

D.22. Intentionally Omitted.

D.23. Personally Identifiable Information. While performing its obligations under this Contract, CONTRACTOR may have access to Personally Identifiable Information held by GNRC ("PII"). For the purposes of this Contract, "PII" includes "Nonpublic Personal Information" as that term is defined in Title V of the Gramm-Leach-Bliley Act of 1999 or any successor federal statute, and the rules and regulations thereunder, all as may be amended or supplemented from time to time ("GLBA") and personally identifiable information and other data protected under any other applicable laws, rule or regulation of any jurisdiction relating to disclosure or use of personal information ("Privacy Laws"). CONTRACTOR agrees to not do or omit to do anything which would cause GNRC to be in breach of any Privacy Laws. CONTRACTOR must, and must cause its employees, agents and representatives to: (i) keep PII confidential and may use and disclose PII only as necessary to carry out those specific aspects of the purpose for which the PII was disclosed to CONTRACTOR and in accordance with this Contract, GLBA and Privacy Laws; and (ii) implement and maintain appropriate technical and organizational measures regarding information security to: (A) ensure the security and confidentiality of PII; (B) protect against any threats or hazards to the security or integrity of PII; and (C) prevent unauthorized access to or use of PII. CONTRACTOR must immediately notify GNRC: (1) of any disclosure or use of any PII by CONTRACTOR or any of its employees, agents and representatives in breach of this Contract; and (2) of any disclosure of any PII to CONTRACTOR or its employees, agents and representatives where the purpose of such disclosure is not known to CONTRACTOR or its employees, agents and representatives. GNRC reserves the right to review CONTRACTOR's policies and procedures used to maintain the security and confidentiality of PII and CONTRACTOR must, and cause its employees, agents and representatives to, comply with all

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reasonable requests or directions from GNRC to enable GNRC to verify or ensure that CONTRACTOR is in full compliance with its obligations under this Contract in relation to PII. Upon termination or expiration of the Contract or at GNRC's direction at any time in its sole discretion, whichever is earlier, CONTRACTOR must immediately return to GNRC any and all PII which it has received under this Contract and must destroy all records of such PII. CONTRACTOR must report to GNRC any instances of unauthorized access to or potential disclosure of PII in the custody or control of CONTRACTOR ("Unauthorized Disclosure") that come to CONTRACTOR's attention. Any such report must be made by CONTRACTOR within 24 hours after the Unauthorized Disclosure has come to the attention of CONTRACTOR. CONTRACTOR must take all necessary measures to halt any further Unauthorized Disclosures. CONTRACTOR, at the sole discretion of GNRC, must provide no cost credit monitoring services for individuals whose PII was affected by the Unauthorized Disclosure. CONTRACTOR must 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 GNRC under this Contract or otherwise available at law. The obligations set forth in this Section survive the termination of this Contract.

D.24. Transfer of CONTRACTOR's Obligations. CONTRACTOR must not transfer or restructure its operations related to this Contract without the prior written approval of GNRC. CONTRACTOR must immediately notify GNRC in writing of a proposed transfer or restructuring of its operations related to this Contract. GNRC reserves the right to request additional information or impose additional terms and conditions before approving a proposed transfer or restructuring.

D.25 Prohibited Advertising. CONTRACTOR must not refer to this Contract or CONTRACTOR's relationship with GNRC under this Contract in commercial advertising in such a manner as to state or imply that CONTRACTOR or the CONTRACTOR's goods or services are endorsed. The obligations set forth in this Section survive the termination of this Contract.

E. FEDERALLY AND STATE-REQUIRED TERMS AND CONDITIONS

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

E.2. Termination for Convenience. GNRC may terminate this Contract without cause for any reason. A termination for convenience shall not be a breach of this Contract by GNRC. GNRC will give CONTRACTOR at least 30 days written notice before the effective termination date. CONTRACTOR shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall GNRC be liable to CONTRACTOR for compensation for any service that has not been rendered. The final decision as to the amount for which GNRC is liable shall be determined by GNRC. CONTRACTOR shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for GNRC's exercise of its right to terminate for convenience.

E.3. Termination for Cause. If CONTRACTOR fails to properly perform its obligations under this Contract, or if CONTRACTOR violates any terms of this Contract, GNRC shall have the right to immediately terminate this Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of GNRC's right to terminate this Contract for cause, CONTRACTOR shall not be relieved of liability to GNRC for damages sustained by virtue of any breach of this Contract by CONTRACTOR.

E.4. Conflicts of Interest. CONTRACTOR warrants that no part of the total Maximum Liability shall be paid directly or indirectly to an employee or official of the state of Tennessee or GNRC as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or

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consultant to CONTRACTOR in connection with any work contemplated or performed relative to this Contract.

E.5. Lobbying.

a. Certification for Contracts, Grants, Loans, and Cooperative Agreements

CONTRACTOR certifies, to the best of his or her knowledge and belief, that:

(1) 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.

(2) 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, CONTRACTOR shall complete and submit Standard Form-LLL, “Disclosure of Lobbying Activities," in accordance with its instructions.

(3) CONTRACTOR 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. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

b. Statement for Loan Guarantees and Loan Insurance

CONTRACTOR states, to the best of his or her knowledge and belief, that:

i. If any 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 commitment provided for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, “Disclosure of Lobbying Activities,” in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

E.6. Nondiscrimination. CONTRACTOR 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 Contract or in the employment practices of CONTRACTOR on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other

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classification protected by federal, Tennessee state constitutional, or statutory law. CONTRACTOR shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

E.7. Public Accountability. If CONTRACTOR is subject to Tenn. Code Ann. § 8-4-401 *et seq*., or if this Contract involves the provision of services to citizens by CONTRACTOR on behalf of GNRC, CONTRACTOR agrees to establish a system through which recipients of services may present grievances about the operation of the service program. CONTRACTOR shall also display in a prominent place, located near the passageway through which the public enters in order to receive Contract supported services, a sign at least 11" in height and 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 SUA shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from CONTRACTOR, provide CONTRACTOR with any necessary signs.

E.8. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by CONTRACTOR in relation to this Contract shall include the statement, "This project is funded under a contract with the State of Tennessee." All notices by CONTRACTOR in relation to this Contract shall be approved by GNRC.

E.9. Records. CONTRACTOR and any approved subcontractor shall maintain documentation for all charges under this Contract. The books, records, and documents of CONTRACTOR and any approved subcontractor, insofar as they relate to work performed or money received under this 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 full years from the date of the final payment. CONTRACTOR's records shall be subject to audit at any reasonable time and upon reasonable notice by GNRC, the SUA, 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*.

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

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

CONTRACTOR 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. CONTRACTOR shall incorporate any additional Comptroller of the Treasury directives into its internal control system.

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

E.10. Debarment and Suspension. CONTRACTOR 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-year period preceding this 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-year period preceding this Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

CONTRACTOR shall provide immediate written notice to GNRC 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.

E.11. Prohibition of Illegal Immigrants.

a. CONTRACTOR agrees that it shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract. CONTRACTOR shall reaffirm this attestation by submitting to GNRC a completed Attestation, included as Attachment D, semi-annually during the Term. If CONTRACTOR is a party to more than one contract with GNRC, CONTRACTOR may submit one attestation that applies to all contracts with GNRC. All CONTRACTOR attestations shall be maintained by CONTRACTOR and made available to GNRC upon request.

b. Prior to the use of any subcontractor in the performance of this Contract, and semi-annually thereafter, during the Term, CONTRACTOR shall obtain and retain a current, written Attestation that the subcontractor will not knowingly utilize the services of an illegal immigrant to perform work under this Contract and will not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work under this Contract. Attestations obtained from subcontractors shall be maintained by CONTRACTOR and made available to GNRC upon request.

c. CONTRACTOR shall maintain records for all personnel used in the performance of this Contract. CONTRACTOR's records shall be subject to review and random inspection at any reasonable time upon reasonable notice by GNRC and SUA to ensure CONTRACTOR is not knowingly utilizing the services of an illegal immigrant in the performance of this Contract.

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d. CONTRACTOR understands and agrees that failure to comply with this section will be subject to the sanctions of Tenn. Code Ann. § 12-3-309 for acts or omissions occurring after its effective date.

e. For purposes of this Contract, "illegal immigrant" shall be defined as any person who is not: (i) a United States citizen; (ii) a Lawful Permanent Resident; (iii) a person whose physical presence in the United States is authorized; or (iv) allowed by the federal Department of Homeland Security and who, under federal immigration laws or regulations, is authorized to be employed in the U.S.

E.12. Equal Opportunity. As a condition for receipt of funds under this Contract, CONTRACTOR agrees to comply with 41 C.F. R. § 60-1.4 as that section is amended from time to time during the term.

E.13. Clean Air Act and Federal Water Pollution Control Act. As a condition for receipt of funds under this Contract, CONTRACTOR agrees to comply with the Clean Air Act, 42 U.S.C. § 7401 *et seq*. and the Federal Water Pollution Control Act, 33 U.S.C § 1251 *et seq.*, as those sections are amended from time to time during the term. Violations must be reported to the Administration for Community Living and the Region 4 Office of the Environmental Protection Agency.

E.14. 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 Contract. CONTRACTOR 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.

E.15. State Sponsored Insurance Plan Enrollment. CONTRACTOR 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 GNRC unless CONTRACTOR 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.16. Work Papers Subject to Review. CONTRACTOR 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 Contract.

E.17. Drug-Free Workplace. The Grantee shall provide a drug-free workplace pursuant to the “Drug-Free Workplace Act,” 41 U.S.C. §§ 8101 through 8106, and its accompanying regulations.

E.18. Audit Report. The Grantee shall be audited in accordance with applicable Tennessee law.

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.

E.19. Boycott of Israel. CONTRACTOR certifies that it is not currently engaged in, and will not for the duration of the Contract engage in, a boycott of Israel as defined by Tenn. Code Ann. § 12-4-119. This provision shall not apply to contracts with a total value of less than $250,000 or to contractors with less than ten employees.

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E.20. Federal Funding Accountability and Transparency Act (FFATA). This Contract requires CONTRACTOR to provide supplies or services that are funded in whole or in part by federal funds that are subject to FFATA. CONTRACTOR is responsible for ensuring that all applicable FFATA requirements, including but not limited to those below, are met and that CONTRACTOR provides information to the state of Tennessee as required.

CONTRACTOR shall comply with the following:

a. Reporting of Total Compensation of CONTRACTOR's Executives.

(1) CONTRACTOR shall report the names and total compensation of each of its five most highly compensated executives for CONTRACTOR's preceding completed fiscal year, if in CONTRACTOR's preceding fiscal year it received:

i. 80 percent or more of CONTRACTOR'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 CONTRACTOR'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.

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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. CONTRACTOR must report Executives' Total Compensation described above to the state of Tennessee by the end of the month during which this Contract is established.

c. If this Contract is amended to extend its term, CONTRACTOR must submit an Executive Total Compensation report to the state of Tennessee by the end of the month in which the amendment to this Contract becomes effective.

d. CONTRACTOR will obtain a Unique Entity Identifier (SAM) and maintain its number for the term of this Contract. More information about obtaining a Unique Entity Identifier can be found at: https://www.gsa.gov.

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

AGREED:

METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY - SOCIAL SERVICES

SEE NEXT PAGE

FREDDIE O'CONNELL, MAYOR Date

GREATER NASHVILLE REGIONAL COUNCIL

MICHAEL SKIPPER, EXECUTIVE DIRECTOR Date

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SIGNATURE PAGE
FOR
GRANT NO. Transportation and Nutrition Services – Contract AAAD-27-0304

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

METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

Director of Social Services — Date: 7/4/2026

APPROVED AS TO AVAILABILITY OF FUNDS:

Director of Finance
Department of Finance — Date: 7/15/2026 | 5:47 PM CDT

APPROVED AS TO RISK AND INSURANCE:

Director of Insurance — Date: 7/16/2026 | 8:50 AM CDT

APPROVED AS TO FORM AND LEGALITY:

Metropolitan Attorney — Date: 7/16/2026 | 8:45 AM CDT

Freddie O' Connell
Metropolitan Mayor — Date

ATTEST:

Metropolitan Clerk — Date

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Attachment A

Nutrition Services for Older and Disabled Adults
Greater Nashville Regional Council Scope of Services for Metropolitan Government of Nashville and Davidson County - Social Services

1.0 GENERAL

1.1 DEFINITIONS

For the purpose of this Scope of Services:

- **"GNRC"** refers to The Greater Nashville Regional Council.
- **"Contractor"** refers to Metropolitan Government of Nashville and Davidson County - Social Services
- "**Contract**" refers to Contract # AAAD-27-0304 between GNRC and Contractor. This Scope of Services is incorporated into the Contract.
- "**Contractor's Designee**" refers to the individual designated by the Contractor to be responsible for ensuring compliance with the Contract.
- **"AAAD"** refers to Area Agency on Aging and Disability. GNRC is an AAAD.
- **"SUA"** refers to the Tennessee Department on Disability and Aging, in its capacity as the designated State Unit on Aging under the Older Americans Act of 1965 as amended.
- **"SUA Database"** refers to Mon Ami, accessible from app.monami.io, or any successor product required by the SUA.
- **"OAA"** refers to the Older Americans Act of 1965, as amended.
- **"Consumers"** refers to individuals who have been determined by the Contractor to meet eligibility criteria and are authorized by the Contractor to receive services under this Contract. Consumers are also referred to as "**GNRC Clients**."
- **"Congregate Sites"** refers to the locations at which persons gather to receive and consume congregate meals provided under the Contract.
- **"Nutrition Data"** refers to data about GNRC Clients and Consumers, including information related to delivery of services under the Contract.

1.2 BACKGROUND AND OBJECTIVES

The purpose of the Contract is for Contractor to provide nutrition services to eligible adults in the GNRC service area. Nutritional services promote and maintain health and well-being, reduce social isolation and food insecurity, and enhance the ability to remain independent.

The planning and service area for GNRC includes the Tennessee counties of Cheatham, Davidson, Dickson, Houston, Humphreys, Montgomery, Robertson, Rutherford, Stewart, Sumner, Trousdale, Williamson, and Wilson.

Contractor is responsible for the eligibility determination and initial case management of Consumers. Further details about eligibility requirements can be found in section 4.4. Eligibility Criteria. For Consumers receiving home-delivered meals, Contractor may transfer ongoing case management responsibilities to GNRC after services have started. GNRC may also refer eligible individuals to the Contractor to receive services. Contractor must submit all reports to GNRC as specified in this Scope of Services to receive payment for all eligible services rendered.

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Services must be targeted primarily to adults aged sixty and over (older adults) in the greatest social or economic need, with particular attention to low-income, minority older adults, and those residing in rural areas. At a minimum, GNRC strives to provide services to older adults and their caregivers in the greatest social or economic need in proportion to the population of the counties served.

Funding sources include federal Older Americans Act Title III C funds, federal Older Americans Act Title III E Family Caregiver, federal funds and Nutrition Service Incentive Program (NSIP), and State of Tennessee Options for Community Living. Federal and state funds provided through a contract with GNRC must be expended only for services authorized by the contract. NSIP funds must be used only for the purchase of domestically produced foods. OAA nutrition funds cannot be used to supplant funds earmarked for services to GNRC Clients from nonfederal sources.

1.3 **PREREQUISITES**

Prior to performing any work under this Contract, the Contractor must meet the following criteria:

A. Meet appropriate federal or state of Tennessee requirements for licenses and such licenses must be in good standing.

B. Be registered and in good standing with the Tennessee Secretary of State, if applicable.

C. Obtain sufficient insurance to indemnify loss of federal, state, and local resources due to casualty, fraud, physical injury, and food borne illness.

D. Obtain sufficient bond coverage for protection of GNRC and the SUA from theft, forgery, embezzlement, and fraud losses by the Contractor and any of its agents or employees, full or part-time

E. Have a letter of agreement in place with the owner of any congregate meal site facilities, if applicable.

F. Operate or have an agreement in place with at least one GNRC-approved meal production facility. All production of meals served through this contract must happen at an approved facility.

1.4 **PREREQUISITE DOCUMENTATION**

Contractor must submit the following documentation in order to be eligible for payment under this Contract.

A. Submit a written and signed request for funds for the upcoming contract year to GNRC annually.

B. All financial documentation detailed in section C.9 of the Contract.

C. Documentation of required insurance as detailed in section D.16 of the Contract, if applicable

D. If the Contractor’s business is organized any way other than a sole proprietorship, Contractor must provide a copy of partnership agreement, operating agreement, or bylaws, depending on the business structure.

E. Notify GNRC electronically at the beginning of the Contract term of any changes to the counties in which Contractor intends to operate; days and times services will be available; as well as any planned holiday closures. This information must be approved in writing by GNRC prior to the provision of any services by Contractor. Written approval

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from GNRC must be received prior to the Contractor's implementation of any changes in service area, days and times of services, and holiday closures.

1.5 **COMPLIANCE GUIDELINES**

A. Contractor must have a policy in place to ensure that staff or volunteers who have contracted any infectious illness or disease do not provide in-person services to GNRC Clients or Consumers until they are without symptoms.

B. Contractor must ensure that notices of nondiscrimination policies are posted in conspicuous places that are available to all employees and applicants. Proof of these policies and notices must be made available upon request.

C. Contractor must develop and implement a policy manual containing, at a minimum, the following information:

1. Denial or termination of service procedures

2. Fiscal management;

3. Food service management;

4. Safety and sanitation;

5. Staff responsibilities; and

6. Organizational chart

D. Contractor must implement a plan to address how Consumers will be served and the procedures that must be instituted in the event an emergency or disaster occurs. This plan must include protocols for communicating with workers and regarding how Consumers will be assisted during an emergency or unexpected event. Contractor must ensure all staff have a copy of and an understanding of this plan.

E. Contractor must notify Adult Protective Services and GNRC about any potentially unsafe and/or hazardous conditions, or suspicions of abuse, neglect or exploitation that may place the Consumer, case managers, aides or any other persons in imminent danger.

F. Contractor must conduct program outreach to individuals in greatest social and economic need with particular attention to those who are low-income, minority, frail, homebound, or otherwise isolated.

G. Contractor may design and, upon approval by GNRC and SUA, implement an alternative nutrition program using up to ten percent of the nutrition funding on innovative nutrition services.

H. Congregate Sites must include fire safety policies and procedures for each Service or Program Venue. Fire safety procedures should include fire drills, safety inspections, maintenance of fire extinguishers, and periodic inspection and training by fire department personnel. If not indicated in policies and procedures, validate that fire safety information is posted in the facility.

I. Contractor must:

1. Inform older individuals and their family caregivers of their right to file a grievance if they are dissatisfied with or denied services related to this Contract

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2. Provide them with a copy of GNRC's required grievance procedures; and

3. Follow the GNRC-required grievance procedures.

J. Contractor must comply with the administrative, program, and fiscal requirements contained in all applicable SUA, policies, procedures, and Program Instructions, as well as any applicable federal and state laws, rules and regulations.

2.0 PERSONNEL

2.1 BACKGROUND CHECKS

A. Contractor must complete background checks on staff, subcontractors, and volunteers in accordance with Tennessee Code Annotated § 52-2-1002 or any successor authority. Required background checks must be conducted prior to the staff, subcontractor, or volunteer having direct contact with or assuming direct responsibility for the GNRC Client. "Direct responsibility" includes anyone who supervises persons who have direct contact with GNRC Clients, even if the supervisors themselves do not have direct contact.

B. Contractor must document and maintain personnel files for each staff who has access to GNRC Client information or who provides direct care for, has direct contact with, or has direct responsibility for the safety and care of GNRC Clients in their homes. At minimum, personnel files must contain the following:

1. Confidentiality statement, renewed and signed annually

2. Current job description

3. Results of any required background checks

4. Results of any other requested checks

5. Justification of the decision to employ an individual, with reference to any information received from the background check. The justification must be signed by Contractor.

6. Evidence of orientation and training

2.2 KEY PERSONNEL

Contractor must designate a supervisor to ensure staff providing services are provided professional supervision and monitor the timeliness and quality of service delivery. This supervisor must maintain a current food safety certification.

2.3 TRAINING

A. Contractor must ensure that staff and volunteers participate in training, including Title VI training, relevant to their major job responsibilities and/or which is designated by GNRC or SUA.

B. Contractor's Designee must attend meetings or training sponsored by GNRC and the SUA, including Title VI training, where appropriate.

2.4 PERSONNEL CONDUCT

A. Contractor, staff, and volunteers must treat Consumers in a respectful and dignified manner, involve the Consumer and their caregivers in the delivery of services, and provide services in a timely and safe manner.

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B. Contractor will maintain efforts to solicit non-coercive voluntary contributions. These contributions must be considered program income, must be reported to GNRC, and must be expended during the budget year in which it is received. Program income must be used to expand the service for which the contribution was given and not replace federal funding.

C. Outside of allowable voluntary contributions and membership dues, no staff, volunteers, or guests (such as vendors) of the Contractor may sell any type of merchandise or service to GNRC Clients; nor may they solicit or accept gratuities, favors, or anything of monetary value from a GNRC Client, service provider by whom they are not employed, contractor, or potential contractor.

D. No staff, volunteers, or guests (such as vendors) of the Contractor may seek to encourage the acceptance of any particular belief or philosophy by any GNRC Client or their participating relatives.

3.0 SECURITY

Contractor must treat all participant information as confidential as described in the Contract, including without limitation sections D.21. and D.23. of this Contract and ensure that participant information is filed securely and accessed or shared according to the minimum necessary rule.

4.0 SERVICES

4.1 **DIRECT SERVICES PROVIDED**

A. Contractor must provide the services checked below:

X	Service
X	Congregate Meal (1 meal)
X	Hot Home-Delivered Meal (1 meal)
X	Frozen/Shelf-Stable Home-Delivered Meal (1 meal)
X	Liquid Nutrition Supplement (1 meal equivalent)
X	Shelf-Stable Emergency Holiday Meal (1 meal)
	Congregate Transportation (1 One Way Trip)

B. Contractor must provide services throughout the counties covered by this Contract five days per week.

C. Contractor must provide quarterly Nutrition Education to all GNRC Clients (at least 1 session/education material per GNRC Client per quarter).

D. Contractor must offer Nutrition Counseling to all GNRC Clients who are identified by GNRC as “high risk” on their most recent assessment. Nutrition Counseling must also be made available to any participant upon request. All Nutrition Counseling must be conducted by a Registered Dietitian (RD) or Individual with Comparable Expertise (ICE).

E. Contractor must conduct outreach to eligible individuals in their service area for the contracted nutrition services.

F. Contractor must provide at least five shelf-stable meals to each GNRC Client per Contract term for use during emergencies or holidays.

4.2 **CONDUCTING SERVICES**

A. Contractor must consult an RD or ICE for the provision of nutrition education and menu analysis.

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B. Contractor must maintain food at safe and appropriate temperatures and limit the amount of time meals spend in transit before consumed.

C. Contractor must ensure that nutrition services meet all food safety standards and comply with local health department regulations. Contractor must ensure that all foods are kept within the temperature guidelines established by the Tennessee Department of Health.

D. All meals provided through the Contract by Contractor must comply with the most recent Dietary Guidelines for Americans (DGAs) published by the Secretary of Health and Human Services and the Secretary of Agriculture, and contain:

1. A minimum of 33 1/3 percent of the dietary reference intakes established by the Food and Nutrition Board of the Institute of Medicine of the National Academy of Sciences, for the provision of one meal daily;

2. Minimum of 66 2/3 percent of DRIs for the provision of two meals daily; or

3. 100 percent of DRIs for the provision of three meals daily.

E. Contractor, upon identifying additional needs or change in circumstances of a GNRC Client, must ensure that that GNRC Client is referred to GNRC for additional assessment.

F. Contractor must maintain a copy of all current Food Service Establishment Inspection Reports completed by state and local health department staff for each food preparation site and food service subcontractor used in the nutrition program. Contractor assures that any corrective actions recommended by the state or local officials will be resolved in a timely manner.

I. **Home Delivered Meals** must be served to eligible homebound or older adults and must be delivered to the person's place of residence. In some cases, the persons' live-in caregiver may also receive home-delivered meals.

J. **Congregate Meals** must be served to eligible persons at a Congregate Site in a group setting.

K. **Liquid Nutrition** supplements must be served in such quantity to be nutritionally equivalent to a congregate or home-delivered meal. Provision of liquid nutrition supplements to any GNRC Client requires an assessment by a Registered Dietician for feasibility and appropriateness.

4.3 **SERVICE REPORTING**

A. Contractor must enter Nutrition Data, as required on program-specific forms, monthly into the SUA Database on or before the eighth of the month following the month being reported.

B. Contractor must submit verification reports, including required support documentation, to GNRC on or before the eighth of the month following the completed month.

C. Contractor must follow GNRC procedures for reporting units of service and adjustment to units and charges for the delivery of services in the event an error is identified.

D. Contractor is responsible for ensuring the accuracy of reports, units of service, and clients served monthly.

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E. Contractor must submit quarterly progress reports to GNRC regarding nutrition education, outreach and screening (as applicable).

G. Contractor must notify GNRC in writing immediately if it establishes a waitlist, participation caps, or other reduction or modification in meal service.

H. Contractor must obtain written approval from GNRC before opening a new Congregate Site, changing the location of a Congregate Site, or closing a Congregate Site.

I. Contractor must notify the GNRC in writing within three business days if any operational changes regarding a Congregate Site occur, including but not limited to a temporary closure or reduction in numbers of days of operation during the week. The notice must include the name, address, telephone number, contact person, and county location of the Congregate Site as well as a detailed description of the change and reasoning for the change. Contractor must keep a record of the notice and the acknowledgment of the notice by GNRC. Nothing about providing notice under this paragraph to GNRC or GNRC's acknowledgement thereof will operate as a waiver of Contractor's obligations to provide service in the manner required by this Contract.

J. Contractor must notify GNRC, by phone or email, of any changes in a GNRC client's condition/health/needs within five business days. The changes and notification should be documented in the GNRC client's record within the SUA Database.

K. Communicate with GNRC to ensure that clients have access to benefits under other programs and that services are coordinated in a manner that does not lead to an unnecessary duplication of services.

4.4 **ELIGIBILITY CRITERIA**

A. In order to be eligible to receive congregate meals (III C1), a person must be at least one of the following:

1. Sixty years of age or older;

2. The spouse of a person sixty years of age or older;

3. An individual with a disability who resides in the housing facility occupied primarily by older individuals at which the congregate meal is served;

4. An individual who volunteers at the Congregate Site during meal hours; or

5. An individual with a disability who resides in the home with and accompanies an eligible older individual to a Congregate Site.

B. In order to be eligible to receive home-delivered meals (III C2), a person qualifies in one of the following three ways:

1. Qualification on their own behalf. A person is an "Individually Qualified Person" if they meet all the following:

a. Age sixty or older

b. Physically or mentally unable to obtain food, prepare meals, or lack support to have meals provided for them

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2. Qualification as a spouse. The spouse of an Individually Qualified Person is eligible to receive meals if it is in the best interest of the Individually Qualified Person that their spouse receive meals.

3. Qualification as a household member. An adult under aged sixty with a disability who resides with an Individually Qualified Person in a non-institutional setting (a Qualified Household Member) is eligible to receive meals if it is in the best interest of the Individually Qualified Person that the Qualified Household Member receive meals.

4.5 **SERVICE RECORD KEEPING**

Contractor must retain records as detailed in section E.9. of the Contract.

5.0 GNRC FURNISHED RESOURCES

A. GNRC will provide the following information, data, or documents to Contractor through the SUA Database when applicable:

1. Provider Authorization

B. GNRC will provide the following information, data, and documents to the Contractor electronically upon request:

1. Client information sheet

6.0 QUALITY ASSURANCE

Quality Assurance (QA) is an ongoing process that involves GNRC, service recipients, the SUA and Contractor. The purpose of QA is to monitor compliance with the Contract in order to ensure that all service recipients receive services from qualified Contractors. GNRC staff review documents for accuracy and monitor for compliance with contractual, federal and state quality standards. GNRC staff frequently communicate with the Contractor to offer program orientation, provide recurring training, schedule monitoring, and review incident or complaint reports involving Contractors.

A. Contractor must respond to requests for information from GNRC and the SUA in a timely manner.

B. Contractor will be subject to an in-person program monitoring visit at least once annually. Contractor is required to submit all requested documents electronically prior to the onsite visit. Contractor must submit an acceptable and detailed Plan of Compliance for any findings of noncompliance issued by GNRC.

GNRC reserves the right to conduct additional visits as necessary to assist Contractor in achieving and maintaining compliance with the required standards. Failure to cooperate with the monitoring process may result in the termination of this contract.

C. Contractor must internally monitor all operations using monitoring tools approved by the SUA as outlined in all applicable SUA, policies, procedures, and Program Instructions. Identified issues must be remedied as soon as practicable.

D. Contractor must monitor each kitchen, Congregate Site and home delivered meal program as specified by the SUA monitoring tracker and using the state-approved monitoring tools.

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Transportation Services for Older and Disabled Adults
Greater Nashville Regional Council Scope of Services for Metropolitan Government of Nashville and Davidson County - Social Services

1.0 GENERAL

1.1 DEFINITIONS

For the purpose of this Scope of Services:

- **"GNRC"** refers to The Greater Nashville Regional Council
- **"Contractor"** refers to Metropolitan Government of Nashville and Davidson County - Social Services
- "**Contract**" refers to Contract # AAAD-27-0304 between GNRC and Contractor. This Scope of Services is incorporated into the Contract.
- "**Contractor's Designee**" refers to the individual designated by the Contractor to be responsible for ensuring compliance with the Contract.
- **"SUA"** refers to the Tennessee Department on Disability and Aging, in its capacity as the designated State Unit on Aging under the Older Americans Act of 1965, as amended.
- **"SUA Database"** refers to Mon Ami, accessible from app.monami.io, or any successor product required by the SUA.
- **"GNRC Client"** refers to individuals who meet eligibility criteria and are authorized to receive services. GNRC Clients may be referred to the Contractor by GNRC or identified and assessed for eligibility by the Contractor.
- **"Transportation Data"** refers to GNRC Client information and services delivery program information.
- **"Trip"** refers to a one-way ride in a Contractor- or volunteer-owned vehicle provided to a GNRC Client by Contractor's staff or volunteers.
- **"Quality Assurance"** refers to the process by which GNRC ensures that its programs and services are compliant with contractual obligations and program expectations and that contractors and grantees are fulfilling their obligations

1.2 BACKGROUND AND OBJECTIVES

The purpose of the Contract is for the Contractor to provide transportation services to individuals aged sixty and older (older adults) within the GNRC service area who require help in going from one location to another. Transportation services must be provided using a Contractor- or volunteer-owned vehicle.

The planning and service area for GNRC includes the Tennessee counties of Cheatham, Davidson, Dickson, Houston, Humphreys, Montgomery, Robertson, Rutherford, Stewart, Sumner, Trousdale, Williamson, and Wilson.

Services must be targeted primarily to older adults in the greatest social or economic need, with particular attention to low-income, minority older adults, and those residing in rural areas. At a minimum, GNRC strives to provide services to older adults and their caregivers in the greatest social or economic need in proportion to the population of the counties served.

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Contractor will provide Trips that are needed to meet activities of daily living, including but not limited to, shopping for groceries and other needs, medical and other health care related appointments, pharmacies, meal sites, and socialization, to GNRC Clients. The Contractor provides the driver, who may use a personal or Contractor-provided vehicle. The Contractor must submit all reports to GNRC as specified in this Scope of Services to receive reimbursement for services rendered. Services under this contract will be provided only to individuals who meet eligibility criteria.

The funding source for transportation services is State of Tennessee Options for Community Living funds and federal Older American's Act (OAA), Title III B, Section 321(a)(2) funds. Federal and state funds provided through a contract with GNRC must be expended only for services authorized by that contract.

1.3 **PREREQUISITES**

Prior to performing any work under this Contract, Contractor must meet the following criteria:

A. Be eligible to conduct business in the state of Tennessee and in the relevant city or county.

B. Be registered and in good standing with the Tennessee Secretary of State, if applicable.

C. Obtain sufficient insurance to indemnify loss of federal, state, and local resources due to casualty, fraud, and physical injury.

D. Obtain sufficient bond coverage for protection of GNRC and the SUA from theft, forgery, embezzlement, and fraud losses by the GNRC Service Provider, any of its agents or employees, full or part-time.

1.4 **PREREQUISITE DOCUMENTATION**

Contractor must submit the following documentation in order to be eligible for payment under this Contract.

A. All financial documentation detailed in section C.9 of the Contract.

B. Documentation of required insurance as detailed in section D.16 of the Contract.

C. If the Contractor's business is organized any way other than a sole proprietorship, Contractor must provide a copy of partnership agreement, operating agreement, or bylaws, depending on the business structure.

D. Notify GNRC electronically at the beginning of the Contract term if there are changes to the counties in which Contractor intends to operate; days and times services will be available; as well as any planned holiday closures. This information must be approved in writing by GNRC prior to the provision of any services by Contractor. Written approval from GNRC must be received prior to the Contractor's implementation of any changes in service area, days and times of services, and holiday closures.

1.5 COMPLIANCE GUIDELINES

A. Contractor must have a policy in place to ensure that personnel or volunteers who have contracted any infectious illness or disease do not provide in-person services to GNRC Clients until they are without symptoms.

B. Contractor must ensure that notices of nondiscrimination policies are posted in conspicuous places that are available to all employees and applicants. Proof of these policies and notices must be made available upon request.

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C. Contractor must notify Adult Protective Services and GNRC about any potentially unsafe or hazardous conditions, or suspicions of abuse, neglect, or exploitation that may place the GNRC Client, aides, or any other persons in imminent danger.

D. Contractor must:

1. Inform older individuals and their family caregivers of their right to file a grievance if they are dissatisfied with or denied services related to this Contract

2. Provide them with a copy of GNRC's required grievance procedures; and

3. Follow the GNRC-required grievance procedures.

E. Contractor must comply with the program guidelines contained in all applicable SUA policies, procedures, and Program Instructions, as well as any applicable federal and state laws, rules and regulations.

2.0 PERSONNEL

2.1 PERSONNEL FILES

A. Contractor must complete background checks on employees, subcontractors, and volunteers as required by Tennessee Code Annotated § 52-2-1002 or any successor authority. Required background checks must be conducted prior to the employee, subcontractor, or volunteer having direct contact with or assuming direct responsibility for the GNRC Client. "Direct responsibility" includes anyone who supervises persons who have direct contact with any GNRC Client, even if the supervisors themselves do not have direct contact.

B. Contractor must document and maintain personnel files for each staff or volunteer who has access to GNRC Client information or who provides direct care for, has direct contact with, or has direct responsibility for the safety and care of GNRC Clients. At minimum, personnel files must contain the following:

1. A statement of any prior convictions

2. Confidentiality statement renewed and signed annually.

3. Current job description

4. Results of any required background checks

5. Results of any other requested checks

6. Justification of the decision to employ an individual, with reference to any information received from the background check. The justification must be signed by the Contractor

7. Evidence of orientation and training

8. Annual documentation of flu vaccine or declination

2.2 TRAINING

A. Contractor must require staff and volunteers to participate in training relevant to their major job responsibilities and in GNRC- and SUA-designated training, including Title VI training, when appropriate.

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B. In addition to general training requirements, drivers must be provided with at least one annual in-service training as specified in a written training plan which must include these topics:

1. Medical emergencies;

2. CPR, first aid, accident procedures;

3. Passenger relations;

4. Passenger assistance;

5. Special skills or knowledge for transporting special populations, such as dialysis patients; and,

6. Operation of special equipment such as wheelchair lifts or ramps.

2.3 **PERSONNEL CONDUCT**

A. The Contractor must not collect the Social Security number of any GNRC Client.

B. The Contractor must ensure that all drivers and passengers wear seat belts in accordance with the Tennessee seat belt law.

C. Contractor staff or volunteer(s) must not pay bills, cash checks, or in any way handle GNRC Clients' money without prior approval of the staff or volunteer's supervisor. All transactions involving GNRC Clients' money must be documented using a standardized form, which includes, at minimum, the name of the worker(s), purpose of errand, dollar amount given to worker, and the signatures of the worker and the GNRC Client. The GNRC Client must receive a copy of the form. A receipt including a specific notation of the amount of change returned to the GNRC Client must also be provided to the client, with a copy kept by the Contractor.

D. Non-coercive solicitation of voluntary contributions is allowed. These contributions must be considered program income, must be reported to GNRC, and must be expended during the budget year in which it is received. Program income must be used to expand the service for which the contribution was given and not replace federal funding.

E. Outside of allowable voluntary contributions and membership dues, no staff, volunteers, or guests (such as vendors) of the Contractor may sell any type of merchandise or service to GNRC Clients; nor may they solicit or accept gratuities, favors, or anything of monetary value from a GNRC Client, service provider by whom they are not employed, contractor, or potential contractor.

F. No staff, volunteers, or guests (such as vendors) of the Contractor may seek to encourage the acceptance of any particular belief or philosophy by any GNRC Client or their participating relatives.

3.0 SECURITY

The Contractor must treat all Transportation Data as confidential as described in the Contract, including without limitation sections D.21. and D.23. of the Contract. The Contractor must ensure that Transportation Data is filed securely and accessed or shared according to the minimum necessary rule.

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4.0 SERVICES

4.1 DIRECT SERVICES PROVIDED

A. The Contractor must provide the services marked in the following categories:

X	Service
	Assisted Transportation
X	**Unassisted Transportation**

4.2 CONDUCTING SERVICES

A. Contractor must prioritize Trips for medical appointments and nutrition sites in the event all GNRC Clients requesting service cannot be served.

B. Contractor must have a regular vehicle maintenance program which includes maintenance of safety equipment must be followed and documented.

C. Contractor must have an accident review process which includes documentation of action taken and final conclusion must be established and followed.

D. GNRC Clients must not be charged a fee for transportation services eligible for reimbursement by the Contract but may be given an opportunity to make a monetary contribution. These contributions must be considered program income as described in 2.3.D of this Scope of Services.

E. Transportation program vehicles are not to be used in lieu of emergency medical transportation.

F. Contractor must make arrangements for the availability of services in weather-related and other emergencies, when feasible.

4.3 SERVICE REPORTING AND TIMELINES

A. Contractor must maintain GNRC Client information at a central location that must be made accessible to GNRC upon request. The required GNRC Client information includes:

1. General information regarding the GNRC Client, including directions to the home, if necessary;

2. Special limitations or handicap as defined by Section 504 of the Rehabilitation Act of 1973; and

3. Emergency information

B. Contractor must collect GNRC Client information using the questions on the GNRC Client Registration Form and maintain service delivery program information within the state-approved database.

C. Contractor must enter Transportation Data into the SUA Database and submit verification reports to GNRC by the eighth of the following month unless otherwise permitted in writing by GNRC.

D. Contractor will communicate with GNRC to ensure that GNRC Clients have access to benefits under other programs and that services are coordinated in a manner that does not lead to an unnecessary duplication of services.

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4.4 **SERVICE RECORD KEEPING**

Contractor must retain records as detailed in section E.9. of the Contract.

5.0 QUALITY ASSURANCE

Quality Assurance (QA) is an ongoing process that involves GNRC, service recipients, the SUA and the Contractor. The purpose of QA is to monitor compliance with the Contract to ensure that all service recipients receive services from qualified providers. GNRC staff review documents for accuracy and monitor for compliance with contractual, federal and state quality standards. GNRC staff frequently communicate with the Contractor to offer program orientation, provide recurring training, schedule monitoring, and review incident or complaint reports involving Contractors.

A. The Contractor must respond to requests for information from GNRC and the SUA in a timely manner.

B. The Contractor will be subject to an in-person program monitoring visit at least once annually. The Contractor is required to submit all requested documents electronically prior to the onsite visit. The Contractor must submit an acceptable and detailed Plan of Compliance for any findings of noncompliance issued by GNRC.

GNRC reserves the right to conduct additional visits as necessary to assist the Contractor in achieving and maintaining compliance with the required standards. Failure to cooperate with the monitoring process may result in the termination of the Contract.

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Attachment B

Pay Rate Table for Metropolitan Government of Nashville and Davidson County - Social Services, NUTRITION SERVICES

Service	**Unit**	**Pay Rate** (per one Unit)
Congregate Meal	One Meal	$7.65
Hot Home-Delivered Meal	One Meal	$8.15
Frozen/Shelf Stable Home-Delivered Meal	One Meal	$7.15
Emergency Meal	One Meal	$7.15
Liquid Nutrition Supplement	One Meal	$7.15

Funding Sources

SOURCE OF FUNDS	**ALN**	**CONRACT AMOUNT**	**CONTRACTOR MATCH**	**TOTAL PROJECT**
Federal Funds				
Title III-B Community Support Services	93.044	$ 0.00	$ 0.00	$ 0.00
Title III-C-1 Congregate Meals Service	93.045	$370,000.00	$41,111.11	$411,111.11
Title III-C-2 Home Delivered Meals Service	93.045	$545,150.00	$60,572.22	$605,722.22
Title III-D Disease Prevention and Health Promotion Services	93.043	$ 0.00	$ 0.00	$ 0.00
Title III-E National Family Caregiver Support Program	93.052	$ 0.00	$ 0.00	$ 0.00
Title VII Long-Term Care Ombudsman Program	93.042	$ 0.00	$ 0.00	$ 0.00
Title VII Elder Abuse Prevention Program	93.041	$ 0.00	$ 0.00	$ 0.00
Nutrition Services Incentive Program (NSIP)	93.053	$54,281.00	$ 0.00	$ 54,281.00
State Funds				
State Senior Centers Operations		$ 0.00	$ 0.00	$ 0.00
State Home delivered Meals		$258,875.00	$ 0.00	$ 258,875.00
State Homemaker		$ 0.00	$ 0.00	$ 0.00
State Caregiver		$ 0.00	$ 0.00	$ 0.00
State Guardianship		$ 0.00	$ 0.00	$ 0.00
State HCBS/Options for Community Living Program		$ 0.00	$ 0.00	$ 0.00
TOTAL		**$1,228,306**	**$101,683.33**	**$1,328,989.33**

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Attachment B Cont.

Pay Rate Table for Metropolitan Government of Nashville and Davidson County - Social Services, TRANSPORTATION SERVICES

Service	**Unit**	**Pay Rate** (per one Unit)
Transportation	One Trip	$4.20

Funding Sources

SOURCE OF FUNDS	**ALN**	**CONRACT AMOUNT**	**CONTRACTOR MATCH**	**TOTAL PROJECT**
Federal Funds				
Title III-B Community Support Services	93.044	$35,000.00	$3,888.89	$38,888.89
Title III-C-1 Congregate Meals Service	93.045	$ 0.00	$ 0.00	$ 0.00
Title III-C-2 Home Delivered Meals Service	93.045	$ 0.00	$ 0.00	$ 0.00
Title III-D Disease Prevention and Health Promotion Services	93.043	$ 0.00	$ 0.00	$ 0.00
Title III-E National Family Caregiver Support Program	93.052	$ 0.00	$ 0.00	$ 0.00
Title VII Long-Term Care Ombudsman Program	93.042	$ 0.00	$ 0.00	$ 0.00
Title VII Elder Abuse Prevention Program	93.041	$ 0.00	$ 0.00	$ 0.00
Nutrition Services Incentive Program (NSIP)	93.053	$ 0.00	$ 0.00	$ 0.00
State Funds				
State Senior Centers Operations		$ 0.00	$ 0.00	$ 0.00
State Home delivered Meals		$ 0.00	$ 0.00	$ 0.00
State Homemaker		$ 0.00	$ 0.00	$ 0.00
State Caregiver		$ 0.00	$ 0.00	$ 0.00
State Guardianship		$ 0.00	$ 0.00	$ 0.00
State HCBS/Options for Community Living Program		$ 0.00	$ 0.00	$ 0.00
TOTAL		**$35,000.00**	**$3,888.89**	**$38,888.89**

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Attachment C

Federal Award Identification Worksheets for Metropolitan Government of Nashville and Davidson County - Social Services

Subrecipient's (Contractor) name (must match name associated with its Unique Entity Identifier (SAM) or FEIN)	Metropolitan Government of Nashville and Davidson County - Social Services
Subrecipient's Unique Entity Identifier (SAM) or FEIN	62-0694743
Federal Award Identification Number (FAIN)	2601TNOASS
Federal award date	03/7/2026
Subaward Period of Performance Start and End Date	7/1/2026
Subaward Budget Period Start and End Date	6/30/2027
Assistance Listing number (formerly known as the CFDA number) and Assistance Listing program title.	93.044
Contract begin date	7/1/2026
Contract end date	6/30/2027
Amount of federal funds obligated by this Contract	See Attachment B, Contract Budget
Total amount of federal funds obligated to the subrecipient	See Attachment B, Contract Budget
Total amount of the federal award to the pass-through entity (GNRC)	$1,815,500
Federal award project description (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA)	IIIB Support Services
Name of federal awarding agency	Department of Health and Human Services
Name and contact information for the federal awarding official	Department of Health and Human Services Administration for Community Living One Massachusetts Avenue NW Washington, DC 20001-1401
Name of pass-through entity	Greater Nashville Regional Council
Name and contact information for the pass-through entity awarding official	Michael Skipper, Executive Director 44 Vantage Way, Ste 450 Nashville, TN 37228
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

Subrecipient's (Contractor) name (must match name associated with its Unique Entity Identifier (SAM) or FEIN)	Metropolitan Government of Nashville and Davidson County - Social Services
Subrecipient's Unique Entity Identifier (SAM) or FEIN	62-0694743
Federal Award Identification Number (FAIN)	2601TNOACM
Federal award date	03/7/2026
Subaward Period of Performance Start and End Date	7/1/2026
Subaward Budget Period Start and End Date	6/30/2027
Assistance Listing number (formerly known as the CFDA number) and Assistance Listing program title.	93.045
Grant contract's begin date	7/1/2026
Grant contract's end date	6/30/2027
Amount of federal funds obligated by this grant contract	See Attachment B, Contract Budget
Total amount of federal funds obligated to the subrecipient	See Attachment B, Contract Budget
Total amount of the federal award to the pass-through entity (GNRC)	$1,968,900
Federal award project description (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA)	IIIC-1 Congregate Meals
Name of federal awarding agency	Department of Health and Human Services
Name and contact information for the federal awarding official	Department of Health and Human Services Administration for Community Living One Massachusetts Avenue NW Washington, DC 20001-1401
Name of pass-through entity	Greater Nashville Regional Council
Name and contact information for the pass-through entity awarding official	Michael Skipper, Executive Director 44 Vantage Way, Ste 450 Nashville, TN 37228
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

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Subrecipient's (Contractor) name (must match name associated with its Unique Entity Identifier (SAM) or FEIN)	Metropolitan Government of Nashville and Davidson County - Social Services
Subrecipient's Unique Entity Identifier (SAM) or FEIN	62-0694743
Federal Award Identification Number (FAIN)	2601TNOAHD
Federal award date	03/7/2026
Subaward Period of Performance Start and End Date	7/1/2026
Subaward Budget Period Start and End Date	6/30/2027
Assistance Listing number (formerly known as the CFDA number) and Assistance Listing program title.	93.045
Contract begin date	7/1/2026
Contract end date	6/30/2027
Amount of federal funds obligated by this Contract	See Attachment B, Contract Budget
Total amount of federal funds obligated to the subrecipient	See Attachment B, Contract Budget
Total amount of the federal award to the pass-through entity (GNRC)	$1,569,900
Federal award project description (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA)	IIIC-2 Home Delivered Meals
Name of federal awarding agency	Department of Health and Human Services
Name and contact information for the federal awarding official	Department of Health and Human Services Administration for Community Living One Massachusetts Avenue NW Washington, DC 20001-1401
Name of pass-through entity	Greater Nashville Regional Council
Name and contact information for the pass-through entity awarding official	Michael Skipper, Executive Director 44 Vantage Way, Ste 450 Nashville, TN 37228
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

Subrecipient's (Contractor) name (must match name associated with its Unique Entity Identifier (SAM) or FEIN)	Metropolitan Government of Nashville and Davidson County - Social Services
Subrecipient's Unique Entity Identifier (SAM) or FEIN	62-0694743
Federal Award Identification Number (FAIN)	2601TNOANS
Federal award date	03/7/2026
Subaward Period of Performance Start and End Date	7/1/2026
Subaward Budget Period Start and End Date	6/30/2027
Assistance Listing number (formerly known as the CFDA number) and Assistance Listing program title.	93.053
Grant contract's begin date	7/1/2026
Grant contract's end date	6/30/2027
Amount of federal funds obligated by this grant contract	See Attachment B, Contract Budget
Total amount of federal funds obligated to the subrecipient	See Attachment B, Contract Budget
Total amount of the federal award to the pass-through entity (GNRC)	$210,700
Federal award project description (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA)	Nutrition Service Incentive Program
Name of federal awarding agency	Department of Health and Human Services
Name and contact information for the federal awarding official	Department of Health and Human Services Administration for Community Living One Massachusetts Avenue NW Washington, DC 20001-1401
Name of pass-through entity	Greater Nashville Regional Council
Name and contact information for the pass-through entity awarding official	Michael Skipper, Executive Director 44 Vantage Way, Ste 450 Nashville, TN 37228
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

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Attachment D

This document must be signed and submitted semi-annually, as detailed in E.11 of the Contract.

ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

SUBJECT CONTRACT NUMBER:	AAAD-27-0304
CONTRACTOR LEGAL ENTITY NAME:	Metropolitan Government of Nashville and Davidson County - Social Services
EMPLOYER IDENTIFICATION NUMBER:	62-0694743

The Contractor, identified above, does hereby attest, certify, warrant, and assure that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract.

CONTRACTOR SIGNATURE

NOTICE: This attestation MUST be signed by an individual empowered to contractually bind the Contractor. Attach evidence documenting the individual's authority to contractually bind the Contractor, unless the signatory is the Contractor's chief executive or president.

PRINTED NAME AND TITLE OF SIGNATORY

DATE OF ATTESTATION

Certificate Of Completion

Envelope Id: 72CA26BA-23DC-8F32-8343-3038356B1ED3
Status: Completed
Subject: Complete with Docusign: SocSer-Trans27AppReady.pdf, SocSer-Trans27Award Ready.pdf
Source Envelope:
Document Pages: 161
Signatures: 12
Certificate Pages: 15
Initials: 2
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

Envelope Originator:
Juanita Paulson
730 2nd Ave. South 1st Floor
Nashville, TN 37219
Juanita.Paulsen@nashville.gov
IP Address: 170.190.198.185

Record Tracking

Status: Original
7/15/2026 11:41:14 AM
Holder: Juanita Paulson
Juanita.Paulsen@nashville.gov
Location: DocuSign
Security Appliance Status: Connected
Pool: StateLocal

Signer Events	Signature	Timestamp
Joseph Emmons Joseph.Emmons@nashville.gov Security Level: Email, Account Authentication (None)	JE Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185	Sent: 7/15/2026 11:55:24 AM Viewed: 7/15/2026 3:43:38 PM Signed: 7/15/2026 3:44:08 PM
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Aaron Pratt Aaron.Pratt@nashville.gov Security Level: Email, Account Authentication (None)	Aaron Pratt Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185	Sent: 7/15/2026 3:44:12 PM Viewed: 7/15/2026 4:30:36 PM Signed: 7/15/2026 4:30:59 PM
Electronic Record and Signature Disclosure: Accepted: 7/15/2026 4:30:35 PM ID: b39020a7-6cc1-4f4c-b6cd-ba3629a410f7		
Jenneen Reed/mjw MaryJo.Wiggins@nashville.gov Security Level: Email, Account Authentication (None)	Jenneen Reed/mjw Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.100	Sent: 7/15/2026 4:31:03 PM Viewed: 7/15/2026 5:45:27 PM Signed: 7/15/2026 5:47:44 PM
Electronic Record and Signature Disclosure: Accepted: 7/15/2026 5:45:27 PM ID: 06045221-9ef7-40f8-b8a6-c214d8064912		
Matthew Garth Matthew.Garth@nashville.gov Security Level: Email, Account Authentication (None)	Matthew Garth Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.144	Sent: 7/15/2026 5:47:47 PM Viewed: 7/16/2026 8:39:47 AM Signed: 7/16/2026 8:45:11 AM
Electronic Record and Signature Disclosure: Accepted: 7/16/2026 8:39:47 AM ID: e0a2fc8b-11ca-4233-af35-019a41350986		

Signer Events	Signature	Timestamp
Balogun Cobb balogun.cobb@nashville.gov Insurance Division Manager Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.144	Sent: 7/16/2026 8:45:14 AM Viewed: 7/16/2026 8:46:46 AM Signed: 7/16/2026 8:50:24 AM

Electronic Record and Signature Disclosure:
Accepted: 7/16/2026 8:46:46 AM
ID: e5475f1f-e989-472a-9272-10348f9291a9

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
Karina Valdez karina.valdez@nashville.gov Security Level: Email, Account Authentication (None)	COPIED	Sent: 7/16/2026 8:50:28 AM
Tammy Hunt Tammy.Hunt@nashville.gov Security Level: Email, Account Authentication (None)	COPIED	Sent: 7/16/2026 8:50:28 AM

Electronic Record and Signature Disclosure:
Accepted: 11/16/2025 6:49:23 PM
ID: c652476a-ea38-42b5-b2ed-c7df7cedf24f

Electronic Record and Signature Disclosure:
Accepted: 6/30/2026 7:53:38 AM
ID: 556dc48e-765d-44d0-9b7e-688c9a84c9c6

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	7/15/2026 11:55:24 AM
Certified Delivered	Security Checked	7/16/2026 8:46:46 AM
Signing Complete	Security Checked	7/16/2026 8:50:24 AM
Completed	Security Checked	7/16/2026 8:50:29 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

1. ACCEPTANCE OF TERMS AND CONDITIONS These Terms and Conditions govern your ("Subscriber" or "you") use of DocuSign's on-demand electronic signature service (the "Subscription Service"), as accessed either directly through DocuSign.com, DocuSign.net, or through a DocuSign affiliateâ€™s web page offering a Service Plan (collectively, the "Site"). By depositing any document into the System (as defined below), you accept these Terms and Conditions (including your corresponding Service Plan, the DocuSign.com Terms of Use, and all policies and guidelines referenced and hereby incorporated into these Terms and Conditions) and any modifications that may be made to the Terms and Conditions from time to time. If you do not agree to these Terms and Conditions, you should not use the Subscription Service or visit or browse the Site. These Terms and Conditions constitute a binding legal agreement between you and DocuSign, Inc. ("DocuSign," "we," "us," and "our"). Please read them carefully and print a copy for your future reference. 2. MODIFICATION OF TERMS AND CONDITIONS We reserve the right to modify these Terms and Conditions at any time and in any manner at our sole discretion by: (a) posting a revision on the Site; or (b) sending information regarding the amendment to the email address you provide to us. YOU ARE RESPONSIBLE FOR REGULARLY REVIEWING THE SITE TO OBTAIN TIMELY NOTICE OF ANY AMENDMENTS. YOU SHALL BE DEEMED TO HAVE ACCEPTED SUCH AMENDMENTS BY CONTINUING TO USE THE SUBSCRIPTION SERVICE FOR MORE THAN 20 DAYS AFTER SUCH AMENDMENTS HAVE BEEN POSTED OR INFORMATION REGARDING SUCH AMENDMENTS HAS BEEN SENT TO YOU. You agree that we shall not be liable to you or to any third party for any modification of the Terms and Conditions. 3. DEFINITIONS â€œAccountâ€? means a unique account established by Subscriber to enable its Authorized Users to access and use the Subscription Service. â€œAuthorized Userâ€? means any employee or agent of Subscriber, identified by a unique email address and user name, who is registered under the Account, provided that no two persons may register, access or use the Subscription Service as the same Authorized User. â€œeContractâ€? refers to a contract, notice, disclosure, or other record or document deposited into the System by Subscriber for processing using the Subscription Service. â€œEnvelopeâ€? means an electronic record containing one or more eContracts consisting of a single page or a group of pages of data uploaded to the System. â€œSeatâ€? means an active Authorized User listed in the membership of an Account at any one time. No two individuals may log onto or use the Subscription Service as the same Authorized User, but Subscriber may unregister or deactivate Authorized Users and replace them with other Authorized Users without penalty, so long as the number of active Authorized Users registered at any one time is equal to or less than the number of Seats purchased. â€œService Planâ€? means the right to access and use the Subscription Service for a specified period in exchange for a periodic fee, subject to the Service Plan restrictions and requirements that are used to describe the selected Service Plan on the Site. Restrictions and requirements may include any or all of the following: (a) number of Seats and/or Envelopes that a Subscriber may use in a month or year for a fee; (b) fee for sent Envelopes in excess of the number of Envelopes allocated to Subscriber under the Service Plan; (c) per-seat or per-user restrictions; (d) the license to use DocuSign software products such as DocuSign Connect Express in connection with the Subscription Service; and (e) per use fees. â€œSpecificationsâ€? means the technical specifications set forth in the â€œSubscription Service Specificationsâ€? available at http://docusign.com/company/specifications. â€œSubscription Serviceâ€? means DocuSignâ€™s on-demand electronic signature service, as updated from time

to time, which provides on-line display, certified delivery, acknowledgement, electronic signature, and storage services for eContracts via the Internet. â€œSystemâ€? refers to the software systems and programs, communication and network facilities, and hardware and equipment used by DocuSign or its agents to provide the Subscription Service. â€œTermâ€? means the period of effectiveness of these Terms and Conditions, as specified in Section 12 below. â€œTransaction Dataâ€? means the metadata associated with an Envelope (such as transaction history, image hash value, method and time of Envelope deletion, sender and recipient names, email addresses and signature IDs) and maintained by DocuSign in order to establish the digital audit trail required by the Subscription Service. 4. SUBSCRIPTION SERVICE During the term of the Service Plan and subject to these Terms and Conditions, Subscriber will have the right to obtain an Account and register its Authorized Users, who may access and use the Subscription Service, and DocuSign will provide the Subscription Service in material conformance with the Specifications. You must be 18 years of age or older to register for an Account and use the Subscription Service. Subscriber's right to use the Subscription Service is limited to its Authorized Users, and Subscriber agrees not to resell or otherwise provide or assist with the provision of the Subscription Service to any third party. In addition, DocuSignâ€™s provision of the Subscription Service is conditioned on Subscriber's acknowledgement and agreement to the following: (a) The Subscription Service facilitates the execution of eContracts between the parties to those eContracts. Nothing in these Terms and Conditions may be construed to make DocuSign a party to any eContract processed through the Subscription Service, and DocuSign makes no representation or warranty regarding the transactions sought to be effected by any eContract; (b) Between DocuSign and Subscriber, Subscriber has exclusive control over and responsibility for the content, quality, and format of any eContract. All eContracts stored by DocuSign are maintained in an encrypted form, and DocuSign has no control of or access to their contents; (c) If Subscriber elects to use one or more of the optional features designed to verify the identity of the intended recipient of an eContract that DocuSign makes available to its subscribers (â€œAuthentication Measuresâ€?), DocuSign will apply only those Authentication Measures selected by the Subscriber, but makes no representations or warranties about the appropriateness of any Authentication Measure. Further, DocuSign assumes no liability for: (A) the inability or failure by the intended recipient or other party to satisfy the Authentication Measure; or (B) the circumvention by any person (other than DocuSign) of any Authentication Measure; (d) Certain types of agreements and documents may be excepted from electronic signature laws (e.g. wills and agreements pertaining to family law), or may be subject to specific regulations promulgated by various government agencies regarding electronic signatures and electronic records. DocuSign is not responsible or liable to determine whether any particular eContract is subject to an exception to applicable electronic signature laws, or whether it is subject to any particular agency promulgations, or whether it can be legally formed by electronic signatures; (e) DocuSign is not responsible for determining how long any d to be retained or stored under any applicable laws, regulations, or legal or administrative agency processes. Further, DocuSign is not responsible for or liable to produce any of Subscriberâ€™s eContracts or other documents to any third parties; (f) Certain consumer protection or similar laws or regulations may impose special requirements with respect to electronic transactions involving one or more â€œconsumers,â€? such as (among others) requirements that the consumer consent to the method of contracting and/or that the consumer be provided with a copy, or access to a copy, of a paper or other non-electronic, written record of the transaction. DocuSign does not and is not responsible to: (A) determine whether any

particular transaction involves a â€œconsumer;â€? (B) furnish or obtain any such consents or determine if any such consents have been withdrawn; (C) provide any information or disclosures in connection with any attempt to obtain any such consents; (D) provide legal review of, or update or correct any information or disclosures currently or previously given; (E) provide any such copies or access, except as expressly provided in the Specifications for all transactions, consumer or otherwise; or (F) otherwise to comply with any such special requirements; and (g) Subscriber undertakes to determine whether any â€œconsumerâ€? is involved in any eContract presented by Subscriber or its Authorized Users for processing, and, if so, to comply with all requirements imposed by law on such eContracts or their formation. (h) If the domain of the primary email address associated with the Account is owned by an organization and was assigned to Subscriber as an employee, contractor or member of such organization, and that organization wishes to establish a commercial relationship with DocuSign and add the Account to such relationship, then, if Subscriber does not change the email address associated with the Account, the Account may become subject to the commercial relationship between DocuSign and such organization and controlled by such organization. 5. RESPONSIBILITY FOR CONTENT OF COMMUNICATIONS As between Subscriber and DocuSign, Subscriber is solely responsible for the nature and content of all materials, works, data, statements, and other visual, graphical, video, and written or audible communications submitted by any Authorized User or otherwise processed through its Account, the Subscription Service, or under any Service Plan. Accordingly: (a) Subscriber will not use or permit the use of the Subscription Service to send unsolicited mass mailings outside its organization. The term â€œunsolicited mass mailingsâ€? includes all statutory or common definitions or understanding of those terms in the applicable jurisdiction, such as those set forth for â€œCommercial Electronic Mail Messagesâ€? under the U.S. CAN-SPAM Act, as an example only; and (b) Subscriber will not use or permit the use of the Subscription Service: (i) to communicate any message or material that is defamatory, harassing, libelous, threatening, or obscene; (ii) in a way that violates or infringes upon the intellectual property rights or the privacy or publicity rights of any person or entity or that may otherwise be unlawful or give rise to civil or criminal liability (other than contractual liability of the parties under eContracts processed through the Subscription Service); (iii) in any manner that is likely to damage, disable, overburden, or impair the System or the Subscription Service or interfere with the use or enjoyment of the Subscription Service by others; or (iv) in any way that constitutes or encourages conduct that could constitute a criminal offense. DocuSign does not monitor the content processed through the Subscription Service, but in accordance with DMCA (Digital Millennium Copyright Act) safe harbors, it may suspend any use of the Subscription Service, or remove or disable any content that DocuSign reasonably and in good faith believes violates this Agreement or applicable laws or regulations. DocuSign will use commercially reasonable efforts to notify Subscriber prior to any such suspension or disablement, unless DocuSign reasonably believes that: (A) it is prohibited from doing so under applicable law or under legal process, such as court or government administrative agency processes, orders, mandates, and the like; or (B) it is necessary to delay notice in order to prevent imminent harm to the System, Subscription Service, or a third party. Under circumstances where notice is delayed, DocuSign will provide the notice if and when the related restrictions in the previous sentence no longer apply. 6. PRICING AND PER USE PURCHASES The prices, features, and options of the Subscription Service available for an Account depend on the Service Plan selected by Subscriber. Subscriber may also purchase optional services on a periodic or per-use basis. DocuSign may add or change the prices, features or options available with a

Service Plan without notice. Subscriber's usage under a Service Plan is measured based on the actual number of Seats as described in the Service Plan on the Site. Once a per-Seat Service Plan is established, the right of the named Authorized User to access and use the Subscription Service is not transferable; any additional or differently named Authorized Users must purchase per-Seat Service Plans to send Envelopes. Extra seats, users and/or per use fees will be charged as set forth in Subscriber's Service Plan if allowed by such Service Plan. If a Services Plan defines a monthly Envelope Allowance (i.e. # Envelopes per month allowed to be sent), all Envelopes sent in excess of the Envelope Allowance will incur a per-Envelope charge. Any unused Envelope Allowances will expire and not carry over from one billing period to another under a Service Plan. Subscriberâ€™s Account will be deemed to have consumed an Envelope at the time the Envelope is sent by Subscriber, regardless of whether Envelopes were received by recipients, or whether recipients have performed any actions upon any eContract in the Envelope. Powerforms are considered Envelopes within an Envelope Allowance Service Plan, and will be deemed consumed at the time they are â€œclickedâ€? by any end user regardless of whether or not any actions are subsequently performed upon such Envelope. For Service Plans that specify the Envelope Allowance is â€œUnlimited,â€? Subscriber is allowed to send a reasonable number of Envelopes from the number of Seats purchased. If DocuSign suspects that the number of Envelopes sent from a particular Seat or a group of Seats is abusive and/or unduly burdensome, DocuSign will promptly notify Subscriber, discuss the use-case scenario with Subscriber and any continued monitoring, additional discussions and/or information required to make a final determination on the course of action based on such information. In the event Subscriber exceeds, in DocuSignâ€™s sole discretion, reasonable use restrictions under a Service Plan, DocuSign reserves the right to transfer Subscriber into a higher-tier Service Plan without notice. If you misrepresent your eligibility for any Service Plan, you agree to pay us the additional amount you would have been charged under the most favorable pricing structure for which you are eligible. DocuSign may discontinue a Service Plan at any time, and with prior notice to you, may migrate your Account to a similar Service Plan that may carry a different fee. You agree to allow us to charge your credit card for the fees associated with a substitute Service Plan, even if those fees are higher than those you agreed to when you registered your Account. Optional asures, are measured at the time of use, and such charges are specific to the number of units of the service(s) used during the billing period. Optional services subject to periodic charges, such as additional secure storage, are charged on the same periodic basis as the Service Plan fees for the Subscription Service. 7. SUBSCRIBER SUPPORT DocuSign will provide Subscriber support to Subscriber as specified in the Service Plan selected by Subscriber, and that is further detailed on DocuSignâ€™s website. 8. STORAGE DocuSign will store eContracts per the terms of the Service Plan selected by Subscriber. For Service Plans that specify the Envelope storage amount is â€œUnlimited,â€? DocuSign will store an amount of Envelopes that is not abusive and/or unduly burdensome, in DocuSignâ€™s sole discretion. Subscriber may retrieve and store copies of eContracts for storage outside of the System at any time during the Term of the Service Plan when Subscriber is in good financial standing under these Terms and Conditions, and may delete or purge eContracts from the System at its own discretion. DocuSign may, at its sole discretion, delete an uncompleted eContract from the System immediately and without notice upon earlier of: (i) expiration of the Envelope (where Subscriber has established an expiration for such Envelope, not to exceed 365 days); or (ii) expiration of the Term. DocuSign assumes no liability or responsibility for a party's failure or inability to electronically sign any eContract within such a period of time. DocuSign may retain Transaction Data for as long as it has a

business purpose to do so. 9. BUSINESS AGREEMENT BENEFITS You may receive or be eligible for certain pricing structures, discounts, features, promotions, and other benefits (collectively, "Benefits") through a business or government Subscriber's agreement with us (a "Business Agreement"). Any and all such Benefits are provided to you solely as a result of the corresponding Business Agreement and such Benefits may be modified or terminated without notice. If you use the Subscription Service where a business or government entity pays your charges or is otherwise liable for the charges, you authorize us to share your account information with that entity and/or its authorized agents. If you are enrolled in a Service Plan or receive certain Benefits tied to a Business Agreement with us, but you are liable for your own charges, then you authorize us to share enough account information with that entity and its authorized agents to verify your continuing eligibility for those Benefits and the Service Plan. 10. FEES AND PAYMENT TERMS The Service Plan rates, charges, and other conditions for use are set forth in the Site. Subscriber will pay DocuSign the applicable charges for the Services Plan as set forth on the Site. If you add more Authorized Users than the number of Seats you purchased, we will add those Authorized Users to your Account and impose additional charges for such additional Seats on an ongoing basis. Charges for pre-paid Service Plans will be billed to Subscriber in advance. Charges for per use purchases and standard Service Plan charges will be billed in arrears. When you register for an Account, you will be required to provide DocuSign with accurate, complete, and current credit card information for a valid credit card that you are authorized to use. You must promptly notify us of any change in your invoicing address or changes related to the credit card used for payment. By completing your registration for the Services Plan, you authorize DocuSign or its agent to bill your credit card the applicable Service Plan charges, any and all applicable taxes, and any other charges you may incur in connection with your use of the Subscription Service, all of which will be charged to your credit card. Each time you use the Subscription Service, or allow or cause the Subscription Service to be used, you reaffirm that we are authorized to charge your credit card. You may terminate your Account and revoke your credit card authorization as set forth in the Term and Termination section of these Terms and Conditions. We will provide you with one invoice in a format we choose, which may change from time to time, for all Subscription Service associated with each Account and any charges of a third party on whose behalf we bill. Payment of all charges is due and will be charged to your credit card upon your receipt of an invoice. Billing cycle end dates may change from time to time. When a billing cycle covers less than or more than a full month, we may make reasonable adjustments and/or prorations. If your Account is a qualified business account and is approved by us in writing for corporate billing, charges will be accumulated, identified by Account identification number, and invoiced on a monthly basis. You agree that we may (at our option) accumulate charges incurred during your monthly billing cycle and submit them as one or more aggregate charges during or at the end of each cycle, and that we may delay obtaining authorization from your credit card issuer until submission of the accumulated charge(s). This means that accumulated charges may appear on the statement you receive from your credit card issuer. If DocuSign does not receive payment from your credit card provider, you agree to pay all amounts due upon demand. DocuSign reserves the right to correct any errors or mistakes that it makes even if it has already requested or received payment. Your credit card issuer's agreement governs your use of your credit card in connection with the Subscription Service, and you must refer to such agreement (not these Terms and Conditions) with respect to your rights and liabilities as a cardholder. You are solely responsible for any and all fees charged to your credit card by the issuer, bank, or financial institution including, but not limited to, membership,

overdraft, insufficient funds, and over the credit limit fees. You agree to notify us about any billing problems or discrepancies within 20 days after they first appear on your invoice. If you do not bring them to our attention within 20 days, you agree that you waive your right to dispute such problems or discrepancies. We may modify the price, content, or nature of the Subscription Service and/or your Service Plan at any time. If we modify any of the foregoing terms, you may cancel your use of the Subscription Service. We may provide notice of any such changes by e-mail, notice to you upon log-in, or by publishing them on the Site. Your payment obligations survive any termination of your use of the Subscription Service before the end of the billing cycle. Any amount not paid when due will be subject to finance charges equal to 1.5% of the unpaid balance per month or the highest rate permitted by applicable usury law, whichever is less, determined and compounded daily from the date due until the date paid. Subscriber will reimburse any costs or expenses (including, but not limited to, reasonable attorneysâ€™ fees) incurred by DocuSign to collect any amount that is not paid when due. DocuSign may accept any check or payment in any amount without prejudice to DocuSignâ€™s right to recover the balance of the amount due or to pursue any other right or remedy. Amounts due to DocuSign under these Terms and Conditions may not be withheld or offset by Subscriber for any reason against amounts due or asserted to be due to Subscriber from DocuSign. Unless otherwise noted and Conditions are denominated in United States dollars, and Subscriber will pay all such amounts in United States dollars. Other than federal and state net income taxes imposed on DocuSign by the United States, Subscriber will bear all taxes, duties, VAT and other governmental charges (collectively, â€œtaxesâ€?) resulting from these Terms and Conditions or transactions conducted in relation to these Terms and Conditions. Subscriber will pay any additional taxes as are necessary to ensure that the net amounts received and retained by DocuSign after all such taxes are paid are equal to the amounts that DocuSign would have been entitled to in accordance with these Terms and Conditions as if the taxes did not exist. 11. DEPOSITS, SERVICE LIMITS, CREDIT REPORTS, AND RETURN OF BALANCES You authorize us to ask consumer reporting agencies or trade references to furnish us with employment and credit information, and you consent to our rechecking and reporting personal and/or business payment and credit history if, in our sole discretion, we so choose. If you believe that we have reported inaccurate information about your account to a consumer reporting agency, you may send a written notice describing the specific inaccuracy to the address provided in the Notices section below. For you to use the Subscription Service, we may require a deposit or set a service limit. The deposit will be held as a partial guarantee of payment. It cannot be used by you to pay your invoice or delayed payment. Unless otherwise required by law, deposits may be mixed with other funds and will not earn interest. We reserve the right to increase your deposit if we deem appropriate. You may request that we reevaluate your deposit on an annual basis, which may result in a partial or total refund of the deposit to you or credit to your account. If you default or these Terms and Conditions are terminated, we may, without notice to you, apply any deposit towards payment of any amounts you owe to us. After approximately 90 days following termination of these Terms and Conditions, any remaining deposit or other credit balance in excess of amounts owed will be returned without interest, unless otherwise required by law, to you at your last known address. You agree that any amounts under $15 will not be refunded to cover our costs of closing your account. If the deposit balance is undeliverable and returned to us, we will hold it for you for one year from the date of return and, during that period, we may charge a service fee against the deposit balance. You hereby grant us a security interest in any deposit we require to secure the performance of your obligations under these Terms and

Conditions. 12. TERM AND TERMINATION The term of these Terms and Conditions for each Account begins on the date you register for an Account and continues for the term specified by the Service Plan you purchase (the â€œTermâ€?). You may terminate your Account at any time upon 10 days advance written notice to DocuSign following the Notice procedures set forth in these Terms and Conditions. Unless you terminate your Account or you set your Account to not auto renew, your Service Plan will automatically renew at the end of its Term (each a â€œRenewal Termâ€?), and you authorize us (without notice) to collect the then-applicable fee and any taxes for the renewed Service Plan, using any credit card we have on record for you. Service Plan fees and features may change over time. Your Service Plan for a Renewal Term will be the one we choose as being closest to your Service Plan from the prior Term. For any termination (including when you switch your Account), you will be responsible for payment of all fees and charges through the end of the billing cycle in which termination occurs. If you terminate your annual Service Plan Account within the first 30 days of the Term, you may submit written request to DocuSign following the Notice procedures set forth in these Terms and Conditions, for a full refund of the prepaid fees paid by you to DocuSign. You will be limited to one refund. You agree that termination of an annual Service Plan after the first 30 days will not entitle you to any refund of prepaid fees. You will be in default of these Terms and Conditions if you: (a) fail to pay any amount owed to us or an affiliate of ours or any amount appearing on your invoice; (b) have amounts still owing to us or an affiliate of ours from a prior account; (c) breach any provision of these Terms and Conditions; (d) violate any policy applicable to the Subscription Service; (e) are subject to any proceeding under the Bankruptcy Code or similar laws; or (f) if, in our sole discretion, we believe that your continued use of the Subscription Service presents a threat to the security of other users of the Subscription Service. If you are in default, we may, without notice to you, suspend your Account and use of the Subscription Service, withhold refunds and terminate your Account, in addition to all other remedies available to us. We may require reactivation charges to reactivate your Account after termination or suspension. The following provisions will survive the termination of these Terms and Conditions and your Account: Sections 3, 9-11, and 15-23. 13. SUBSCRIBER WARRANTIES You hereby represent and warrant to DocuSign that: (a) you have all requisite rights and authority to use the Subscription Service under these Terms and Conditions and to grant all applicable rights herein; (b) the performance of your obligations under these Terms and Conditions will not violate, conflict with, or result in a default under any other agreement, including confidentiality agreements between you and third parties; (c) you will use the Subscription Service for lawful purposes only and subject to these Terms and Conditions; (d) you are responsible for all use of the Subscription Service in your Account; (e) you are solely responsible for maintaining the confidentiality of your Account names and password(s); (f) you agree to immediately notify us of any unauthorized use of your Account of which you become aware; (g) you agree that DocuSign will not be liable for any losses incurred as a result of a third party's use of your Account, regardless of whether such use is with or without your knowledge and consent; (h) you will not use the Subscription Service in any manner that could damage, disable, overburden or impair the System, or interfere with another's use of the Subscription Service by others; (i) any information submitted to DocuSign by you is true, accurate, and correct; and (j) you will not attempt to gain unauthorized access to the System or the Subscription Service, other accounts, computer systems, or networks under the control or responsibility of DocuSign through hacking, cracking, password mining, or any other unauthorized means. 14. DOCUSIGN WARRANTIES DocuSign represents and warrants that: (a) the Subscription Service as delivered to Subscriber

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